

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the _____ day of _____, 2025, (Effective Date) by and between the City of Fresno, a California municipal corporation (City), and Fresno Avalon Commons Phase II, LP, a California Limited Partnership (Developer).

RECITALS

WHEREAS, the City and Developer entered into a Local Housing Trust Fund (LHTF) Agreement (Agreement), effective March 18, 2024, to construct 45 multifamily units, on-site and off-site improvements, and amenities (Project) of which 11 units will be LHTF assisted units preserved for Extremely Low- and Low-Income rental housing; and

WHEREAS, due to a delay in obtaining full financing for the Project, the City and Developer now desire to revise the Project Schedule in the Agreement, beyond 180 days, to accurately reflect the projected timelines.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. Exhibit "B" - Project Description and Schedule of the Agreement is deleted in its entirety and replaced with "Revised Exhibit B" that is attached and incorporated by this reference.
2. All references to Exhibit "B" in the Agreement shall be deemed references to "Revised Exhibit B".
3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Amendment, shall be null and void.
4. Except as otherwise provided herein, the Agreement entered into by the City and the Developer on March 18, 2024, remains in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment in Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Georgeanne A. White
City Manager

Date: _____

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Tracy N. Parvanian
Tracy N. Parvanian
Assistant City Attorney

Date: 1-13-25

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Name:
Deputy

Date: _____

Fresno Avalon Commons Phase II, LP,
a California Limited Partnership

By: Fresno Avalon Commons Phase II AGP, LLC,
a California limited liability company
Its administrative General Partner

By: Housing Authority of the City of Fresno,
California, a public body corporate and politic, its
sole Member and Manager

By: Tyrone Roderick Williams
Tyrone Roderick Williams
Chief Executive Officer

Attachments:

Revised Exhibit B – PROJECT DESCRIPTION AND SCHEDULE

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of FresnoOn January 09, 2025 before me, Lucia Yanez, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Thane Rodence Williams
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

REVISED EXHIBIT "B"
PROJECT DESCRIPTION AND SCHEDULE

I. PROJECT DESCRIPTION

Fresno Avalon Commons Phase II consists of the construction of 45 multifamily units, on- and off-site improvements, and amenities. Eleven of the 44 affordable units will be LHTF Units available to Extremely Low- and Low-Income households whose incomes are at or below 60% of the area medium income as set forth below. One unrestricted 3-bedroom unit will be reserved for an on-site manager. Six of the three-bedroom units and five of the two-bedroom units shall be LHTF Units.

The project will be located at 7521 North Chestnut Avenue, Fresno, CA 93720 (APN: 404-071- 50T, portion of)

LHTF-FUNDED FLOATING UNITS

% of Median	Unit
30% or less	4
60% or less	7
Totals	11

LHTF Funds will be made available by the CITY for payment of LHTF eligible construction-related costs not to exceed Three Million Dollars (\$3,000,000.00), for the 11 floating LHTF Units as determined by the CITY, as needed, for LHTF eligible project construction-related costs.

II. PROJECT SCHEDULE

- A. Commencement of Construction: July 2026
- B. Completion of Construction: December 2027
- C. Rent Up: February 2028