

4

RECORDING REQUESTED BY:

City of Fresno
No Fee-Gov't. Code Sections
6103 and 27383

WHEN RECORDED, MAIL TO:

City of Fresno
2600 Fresno Street
Fresno, CA 93721
Attention: City Manager



2026-0001716

FRESNO County Recorder
Paul Dictos, CPA

Thursday, Jan 08, 2026 03:28:29 PM

Titles: 1	Pages: 6
Fees:	\$0.00
CA SB2 Fee:	\$0.00
Taxes:	\$0.00
Total:	\$0.00
CITY OF FRESNO	

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

THIRD AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

CITY OF FRESNO,
a municipal corporation

and

METRO HOSPITALITY SERVICES, INC.

M and Inyo Streets
Courtyard By Marriot Downtown Fresno
Fresno, California 93721

**THIRD AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS THIRD AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (Third Amendment) is entered as of December 31, 2025 (Effective Date), between the CITY OF FRESNO, a municipal corporation, (City) and METRO HOSPITALITY SERVICES, INC. (Developer).

RECITALS

A. WHEREAS, the parties entered into a Disposition and Development Agreement (the Agreement) effective December 18, 2017, and recorded on December 21, 2017, as Document Number 2017-0164954 in the Office of the Fresno County Recorder; and

B. WHEREAS, the Agreement set forth terms and conditions for Developer to purchase the Property from the City and develop it privately as a Hilton or Marriott multi-story hotel with 200 rooms; and

C. WHEREAS, the parties entered into a First Amendment to the Agreement (First Amendment) to extend certain deadlines in the performance schedule and reduce the 200-room hotel to reflect a 144-room hotel on March 14, 2022, and recorded on June 3, 2022, as Document Number 2022-0074161 in the Office of the Fresno County Recorder; and

D. WHEREAS, the parties entered into a Second Amendment to the Agreement (Second Amendment) to extend certain deadlines in the performance schedule due to significant construction delays from unforeseen weather conditions and residual supply chain disruptions stemming from the pandemic, effective January 31, 2025, and recorded on February 13, 2025, as Document Number 2025-0016769 in the Office of the Fresno County Recorder; and

E. WHEREAS, the parties wish to amend the terms of the Agreement to further extend deadlines in the performance schedule due to delays with onsite modifications to accommodate existing site conditions, including, but not limited to, the relocation of drainage piping.

NOW, THEREFORE, BE IT RESOLVED, that the parties hereby amend the terms of the Agreement as follows:

1. The Performance Schedule (Revised Exhibit "C" attached to the Second Amendment) is hereby deleted in its entirety and replaced with the "Revised Exhibit "C" – Third Amendment" attached hereto.


2. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Agreement.

3. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect.

4. In the event of a conflict between this Third Amendment and the Agreement, the terms of this Third Amendment shall control.

IN WITNESS WHEREOF, City and Developer have signed this Amendment effective as of the date first above written.

CITY OF FRESNO,
a municipal corporation

By: 
Georgeanne A. White,
City Manager

(Attach notary certificate of acknowledgment)

METRO HOSPITALITY SERVICES, INC.

By: 
Tehal Thandi,
President and Secretary

(Attach notary certificate of acknowledgment)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  Date
Tracy N. Parvanyan
Assistant City Attorney

ATTEST:
AMY K. ALLER
Interim City Clerk

By:  1/8/2021
Collette Bamios
Deputy

Attachment:
Revised Exhibit "C" – Third Amendment – Performance Schedule

ACKNOWLEDGMENT

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 Fresno)

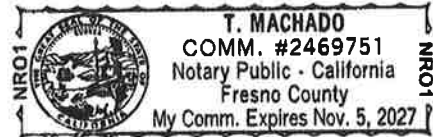
On January 7, 2026 before me, T. Machado, Notary Public
(insert name and title of the officer)

personally appeared Georgeanne A. White,
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 T. Machado (Seal)



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 Fresno

On 12-31-25 before me, Margdalena R. Suarez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Tehal Thandi
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.

Place Notary Seal and/or Stamp Above

Signature Margdalena R. Juarez
Signature of Notary Public

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: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

**REVISED EXHIBIT "C" – THIRD AMENDMENT
Performance Schedule effective December 31, 2025**

<u>Items Completed</u>	<u>Time for Performance</u>	<u>Completion Date</u>
City of Fresno City Council consideration of Disposition and Development Agreement (DDA)		Completed
Execution of DDA	Within fifteen days after approval of DDA by City Council and receipt and approval of insurance certificates and receipt of executed documents from Developer.	Completed
Escrow Opens	Within three days following the effective date of the DDA	
Submission of Building Plans for Planning and Building Review		Completed
Escrow Closes	Within thirty days of approval of all land use and other entitlements, permits, and approvals that City or any other governmental agency with jurisdiction over the Project requires for construction of the Project.	Completed
Commencement of Construction of Developer's Improvements. Within thirty days after receipt of building permits by the Developer, construction shall commence on the improvements to be constructed on the Project Site.		Completed
Substantial Completion of Construction of Developer's Improvements. The Developer shall substantially complete construction of the improvements to be constructed on the Project Site.		March 31, 2026
Issuance – Certificate of Completion. City shall furnish the Developer with a Certificate of Completion on the Project.	Promptly after completion of all construction and upon written request thereof by the Developer.	June 29, 2026