

EXHIBIT "A"
AMENDMENT NO. 1

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Fresno
City Clerk
2600 Fresno Street, Room 2133
Fresno, CA 93721-3603

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This Amendment No. 1 to Agreement is recorded at the request and for the benefit of the City of Fresno and is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

Re: HOME CHDO Agreement
dated August 27, 2013 and
recorded on August 27, 2013, doc. No.
2013-0122808

CITY OF FRESNO

By: _____
Name: Bruce Rudd
Its: City Manager
Date: _____

**AMENDMENT NO. 1 TO
CITY OF FRESNO
HOME INVESTMENT PARTNERSHIPS PROGRAM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
AGREEMENT**

by and between

CITY OF FRESNO,
a municipal corporation
and
Habitat for Humanity Fresno, Inc.
a California Corporation

regarding

Laval Affordable Single-Family Homes Project
4713, 4714, 4719, E. Belgravia and 2370, 2374, 2378, 2382, 2386, and 2390 S. Laval,
(A.P.N.s: 480-214-01, 480-214-02, 480-215-01, 480-215-02,
480-215-03, 480-215-04, 480-215-05, 480-215-06, and 480-215-07)
Southeast Fresno, CA 93725

**AMENDMENT NO. I To
HOME Program CHDO Agreement**

This Amendment No. I to the HOME Investment Partnerships (HOME) Program Community Housing Development Organization (CHDO) Agreement, effective _____, 2016, is entered between the City of Fresno, a municipal corporation, acting through its Development and Resource Management Department - Housing and Community Development Division (hereinafter referred to as "CITY") and Habitat for Humanity Fresno Inc., a California nonprofit corporation (hereinafter referred to as "DEVELOPER").

RECITALS

WHEREAS, the CITY and DEVELOPER are parties to an August 27, 2013, HOME CHDO Agreement and Exhibits/Attachments thereto, including covenants running with the land, incorporated herein, pursuant to which the CITY, to further its goal to increase the supply of Affordable Housing within the City of Fresno, agreed to assist the DEVELOPER by providing HOME CHDO funds, upon the terms and conditions in the HOME CHDO Agreement, for the development of nine low-income single-family housing units to be funded, in part, with U.S. Department of Housing and Urban Development (HUD) HOME CHDO Program funds, upon HOME CHDO eligible property located on Laval Avenue and Belgravia Avenue in southeast Fresno, as more particularly described in the HOME CHDO Agreement, said Project is subject to Affordability restrictions as provided in the HOME CHDO Agreement; and

WHEREAS, due to a delay with the DEVELOPER's Laval/Belgravia Single-Family Homes Project, the parties desire to extend the project completion date, upon the terms and conditions herein; and

WHEREAS, the Housing and Community Development Commission recommended approval of this Amendment No. I on April 27, 2016.

WHEREAS, the Fresno City Council approved this Amendment No. I on _____, 2016.

AMENDMENT

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree to the following:

1. The Project completion date shall be extended up to and including June 30, 2016.
2. The Project Description and Schedule attached to the HOME CHDO Agreement as Exhibit "B" is hereby stricken and replaced with the Revised Exhibit "B" Project Description and Schedule attached hereto and incorporated

herein.

3. In the event of any conflict between the body of this Amendment No. 1, and any exhibit or attachment hereto, the terms and conditions of the body of this Amendment No. 1 shall control and take precedence over the exhibit/attachment.
4. All capitalized terms used in this Amendment No. 1, unless otherwise defined herein, shall have the meanings assigned to such terms in the HOME CHDO Agreement.
5. Except as expressly modified and amended hereby, the HOME CHDO Agreement shall remain in full force and effect. From and after the effective date of this Amendment 1, references in the HOME CHDO Agreement to "this Agreement" shall mean the HOME CHDO Agreement as hereby amended.
6. This Amendment No. 1 shall be conditional upon any/all required HUD approvals.
7. DEVELOPER hereby waives and releases any and all claims or causes of action against the CITY it possesses or may possess arising out of or related to this Amendment No. 1.

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IN WITNESS WHEREOF, the authorized agents of the parties hereto have executed this Amendment No 1, at Fresno, California, the day and year first above written.

CITY OF FRESNO, a Municipal Corporation

By: _____
Bruce Rudd, City Manager
(Attach notary certificate of acknowledgment)

Date: _____

ATTEST
YVONNE SPENCE, CMC
City Clerk

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
Deputy

By: Tracyn Parvaman
Deputy

Date: _____

Date: 5.13.16

Habitat for Humanity Fresno, Inc.

BY: [Signature]
(Attach notary certificate of acknowledgment)

Name: Matthew Grundy

Title: Executive Director

Date: 5/13/16

Attachment:

Revised Exhibit B: Revised Project Description and Schedule