

## **SECOND AMENDMENT TO AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT**

This Second Amendment to the Amended and Restated Disposition and Development Agreement (Second Amendment) made and entered into as of this 27th day of March, 2020, amends the Amended and Restated Disposition and Development Agreement entered between Cesar Chavez Foundation, a California non-profit public benefit corporation (CCF) and the City of Fresno, a municipal corporation (City).

### **RECITALS**

On or about March 5, 2015, CCF and the City entered into an Option Agreement for real property located at the 5100 block of E. Kings Canyon Road (Property). The Option Agreement included a Disposition and Development Agreement (DDA) regarding a proposed 135-unit affordable multi-family development on the Property.

On or about June 20, 2016, CCF and the City entered into an Amended Disposition and Development Agreement (Amended DDA), which amended the Disposition and Development Agreement to modify the Option Period, Purchase Price, and included a provision for CCF to reconvey a portion of the Property back to the City.

On or about March 23, 2017, CCF and the City entered into an Amended and Restated Disposition and Development Agreement (Amended and Restated DDA) which realigned performance deadlines associated with securing Low Income Housing Tax Credits and other forms of public and private mortgage and debt financing.

On or about November 2, 2017, CCF and the City entered into a First Amendment to the Amended and Restated Disposition and Development Agreement (First Amendment) to clarify the parties' roles in the construction and maintenance of the Project's improvements.

The Parties hereto now desire to modify the terms of the Amended and Restated DDA to provide for additional financial assistance from the City to CCF.

### **AMENDMENT**

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree the aforesaid Amended and Restated DDA be amended as follows:

1. Section 3 of the Amended and Restated Agreement is deleted in its entirety and replaced as follows:

#### 3. CITY ASSISTANCE

3.1 In addition to the contribution of Property as set forth in Section 2.1, the City agrees to provide financial assistance to the Developer in the form of an exemption from payment of the City development impact fees in the amount of \$635,519.55.

3.2 In addition to Section 3.1, the City agrees to provide further financial assistance to CCF in the form of a \$500,000 grant from the City's

general fund that was set aside as part of the Fiscal Year 2020 budget adoption. Upon approval as to form by the City Attorney, the parties shall execute a Grant Agreement in a form substantially similar to Exhibit "G".

2. Except as otherwise provided herein, the Amended and Restated Agreement entered into by CCF and the City remains in full force and effect.

3. In the event of any conflict between the body of this Second Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Second 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 Second Amendment, and shall be null and void.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, CCF and the City have signed this Second Amendment on the dates and in the year set forth below.

CITY OF FRESNO  
a municipal corporation

CESAR CHAVEZ FOUNDATION  
a California non-profit public benefit corporation

By: \_\_\_\_\_  
WILMA QUAN  
City Manager

By: \_\_\_\_\_  
PAUL S. PARK  
Secretary

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

Dated: March 27th, 2020

By: \_\_\_\_\_ 4/1/20  
TRACY N. PARVANIAN / Date  
Senior Deputy City Attorney

ATTEST:  
YVONNE SPENCE, MMC CRM  
City Clerk

By: \_\_\_\_\_  
Deputy