

## GROUND LEASE

This GROUND LEASE (the Lease), dated as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (Effective Date), is made and entered into by and between the City of Fresno, a California municipal corporation (City), the City of Fresno, in its capacity as Housing Successor to the Redevelopment Agency of the City of Fresno (HSA), and 3720 E. Ventura Ave., L.P., (Tenant). City and HSA are collectively referred to herein as Landlord. Landlord and Tenant may each be referred to as a "Party" or collectively as the "Parties."

### RECITALS

A. Landlord is the fee owner of that certain real property consisting of approximately 3.39 acres of land located at the southeast corner of E. Cesar Chavez Boulevard (formerly Ventura Street) and S. Seventh Street (APNs 470-052-02T and 470-052-03T) and land located at the northwest corner of S. Eighth Street and E. El Monte Way (APN 470-052001T) in Fresno, California, and described and depicted in more detail in Exhibit A to this Lease (Subject Property).

B. Landlord and Corporation for Better Housing, a California nonprofit public benefit corporation (the managing general partner of Tenant) have entered into that certain Affordable Housing Agreement dated \_\_\_\_\_, 2025 (the Affordable Housing Agreement), to set forth the terms and conditions relating to (1) Tenant's ground lease of the Subject Property from Owner; (2) Tenant's development of the Project thereon; and (3) Tenant's agreement to develop and provide affordable housing for Very Low- and Low-Income households on the Subject Property. Terms not otherwise defined in this Lease shall have the meaning set forth in the Affordable Housing Agreement.

C. Pursuant to the terms of the Affordable Housing Agreement, Landlord desires to lease the Subject Property to Tenant subject to the terms and conditions of this Lease. The Parties have concurrently entered into that certain Affordable Housing Agreement dated \_\_\_\_\_, 2025.

NOW, THEREFORE, with reference to these Recitals and on the terms and conditions contained in this Lease, Landlord and Tenant agree as follows:

### ARTICLE I

#### LEASE OF PREMISES; STATE OF TITLE

1.1 Subject Property. Landlord leases to Tenant, and Tenant leases from Landlord, the Subject Property described and depicted in Exhibit A to this Lease.

1.2 State of Title. This Lease is subject to all easements, covenants, conditions, restrictions, reservations, rights-of-way, and other matters of record (Permitted Exceptions). Tenant may, with Landlord's prior written approval, which shall not be unreasonably withheld, conditioned or delayed, enter into, and record against the Subject Property certain regulatory agreements in form and substance reasonably acceptable to Landlord in connection with the issuance of tax credits or other financing of the construction and development of the Subject Property.

1.3 As-Is Conveyance. TENANT SPECIFICALLY ACKNOWLEDGES AND AGREES THAT LANDLORD IS LEASING THE SUBJECT PROPERTY ON AN "AS IS WITH ALL

FAULTS" BASIS, CONDITION AND STATE OF REPAIR INCLUSIVE OF ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN, AS MAY EXIST AS OF THE CLOSING, INCLUDING THE ENVIRONMENTAL CONDITION ("AS IS CONDITION") AND THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, TENANT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES FROM LANDLORD OR ANY OF LANDLORD'S ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS OR BROKERS (EACH A "LANDLORD PARTY" AND COLLECTIVELY, "LANDLORD PARTIES") AS TO ANY MATTERS CONCERNING THE SUBJECT PROPERTY.

1.4 Disclaimers. Tenant acknowledges and agrees that except as expressly set forth in this Lease: (i) neither Landlord, nor any Landlord Party, has made any representations, warranties, or promises to Tenant, or to anyone acting for or on behalf of Tenant, concerning the condition of the Subject Property, suitability of the Subject Property for the Project or any other aspect of the Subject Property; (ii) the condition of the Subject Property has been independently evaluated by Tenant prior to the Closing; and (iii) any information, which Tenant has received or may hereafter receive from Landlord or any Landlord Party were and are furnished without warranty of any kind and on the express condition that Tenant has made its own independent verification of the accuracy, reliability and completeness of such information and that Tenant will not rely on any of the foregoing.

1.5 Waivers and Releases. Tenant hereby releases Landlord from any and all manner of rights, liabilities, claims, actions, causes of action, suits, proceedings, demands, damages, costs, expenses (including attorney's fees and costs) or other compensation whatsoever, in law or equity, of whatever kind or nature, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent that Tenant now has or may have or which may arise in the future arising out of, directly or indirectly, or in any way connected with (i) all warranties of whatever type or kind with respect to the physical or environmental condition of the Subject Property, whether express, implied or otherwise, including those of fitness for a particular purpose or use; (ii) use, management, ownership or operation of the Subject Property; (iii) the physical, environmental or other condition of the Subject Property; (iii) the application of, compliance with or failure to comply with any federal, state or local laws, regulations or governmental requirements as to the Subject Property; (iv) the presence of hazardous materials or substances on to the Subject Property; and (v) the As Is Condition (the foregoing are collectively referred to as Claims). By releasing and forever discharging the Claims, Tenant expressly waives any rights under California Civil Code Section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

INITIALS: TENANT \_\_\_\_\_

Notwithstanding the foregoing, the release and waiver of Claims set forth in this Section shall not apply to any Claims arising from a breach by Landlord of this Lease or the gross negligence or willful misconduct of Landlord or its officers, employees, agents or representatives. The provisions of this section are a material portion of the consideration given by each Party to the other in exchange for such Party's performance under this Lease.

## **ARTICLE II**

### **IMPROVEMENTS**

2.1 Construction of Improvements. Tenant shall bear the sole responsibility for constructing the Project and any related improvements required by the City of Fresno or any other governmental agency, including but not limited to infrastructure for water, sewer, and other utilities to serve the Subject Property (Improvements). Tenant is responsible for obtaining all necessary permits and approvals required to construct the Project and Improvements, provided that Landlord shall reasonably cooperate with Tenant in connection with obtaining such permits and approvals. The Project and Improvements shall be constructed in accordance with all applicable laws and regulations and in accordance with the requirements of the Affordable Housing Agreement.

2.2 Title to Improvements. Tenant shall have title to the Project and Improvements that are constructed on the Subject Property by Tenant under this Lease during the Term. Upon termination of this Lease or expiration of the Term, title to the Project and Improvements shall immediately and automatically vest in the Landlord, without any compensation or payment to Tenant. This Section 2.2 shall survive the expiration or termination of this Lease.

## **ARTICLE III**

### **TERM**

3.1 Term. The term of this Lease shall be for a period of up to 55 years from recordation of the Release of Construction Covenants for the Project, unless earlier terminated as provided herein (Term).

## **ARTICLE IV**

### **MONETARY PROVISIONS**

4.1 Rent. Tenant shall pay to Landlord during the Term One Dollar (\$1.00) per year on or before the first day of the Term and annually thereafter, commencing on the Effective Date (Rent).

4.2 Property Taxes; Transfer Taxes.

a. Personal Property Taxes. Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed on Tenant's personal property.

b. Real Property Taxes. At all times during the Term, Tenant agrees to pay in a timely manner all taxes, assessments, fees, and charges that at any time during the Term may be levied or charged by the federal government, the state, county, City, or any other tax or assessment levying body on any activity carried on under this Lease, any interest in this Lease, any possessory right that Tenant

may have in or to the Subject Property, or that is levied and assessed against the land that comprises the Subject Property and all improvements on the Subject Property. Tenant, at no cost to Landlord, reasonably may contest the legal validity or amount of any such taxes, assessments, or charges for which Tenant is responsible, and institute such proceedings as Tenant considers necessary; provided, however, that Tenant shall at all times Indemnify Landlord or any officer, director, employee, partner, agent, or contractor of Landlord (Authorized Representative) against any and all Claims resulting therefrom, and protect Landlord and the Subject Property from foreclosure of any lien, and that Landlord shall not be required to join in any proceeding or contest brought by Tenant. The term "Indemnify" includes indemnify, hold harmless, protect, and defend with counsel reasonably acceptable to the Landlord. The term "Claims" refers to all claims, damages, suits, liability, penalties, costs, and expenses, including, without limitation, attorneys' fees.

c. Transfer Taxes on Lease. If any governmental authority levies, assesses, and/or imposes on Landlord a transfer tax as a result of this Lease, Tenant shall, at Landlord's election in its sole discretion, either pay such tax directly to the governmental authority or pay the amount of such tax to Landlord, in which latter event Landlord shall pay such tax directly to the governmental authority.

#### 4.3 Utilities.

a. Payment of Utilities and Services. Tenant, at its cost, shall be responsible for arranging for all utilities to be provided to the Subject Property that are required to serve the Project. Tenant shall promptly pay all charges for water, gas, electricity, telephone, sewage, refuse, and any other utilities or materials used or consumed on the Subject Property directly to the party providing such utilities or services.

b. Interruption of Utility Services. Landlord shall not be liable to Tenant in damages or otherwise (i) if any utility becomes unavailable from any public utility company, public authority, or any other person or entity supplying or distributing such utility; or (ii) for any disruption in any utility service caused by the making of any repairs or improvements or by any cause beyond Landlord's reasonable control, and such interruption shall not constitute a termination of this Lease, or an eviction of Tenant, or give Tenant the right to reduce or abate Rent.

### **ARTICLE V** **USE OF THE PREMISES**

5.1 Permitted Uses. Tenant shall use the Subject Property for the construction of the Project and Improvements on the Subject Property and the subsequent utilization of the Project and Improvements by Tenant for use as an affordable rental housing project (the Permitted Use).

5.2 Use Covenants. Developer shall continuously operate the Subject Property as an affordable rental housing project. The Subject Property shall be managed in a first-class fiscally responsible manner to ensure continual use of the Project.

5.3 Affordable Housing Agreement. The Parties shall comply with the provisions of the Affordable Housing Agreement.

5.4 Owner Regulatory Agreements. The Parties shall comply with any existing or subsequent regulatory agreements involving City or HSA subsidies.

5.5 Compliance with Laws.

a. Tenant shall, at Tenant's sole cost, promptly comply with all federal, state and local laws, ordinances and regulations (Laws) and with the requirements of any governmental authority having jurisdiction over the Subject Property, relating to or affecting the Subject Property or the condition, use, or occupancy of the Subject Property, including the obligation to make improvements, repairs, and alterations required by such Laws, regardless of the cost thereof, at what point in time during the Term compliance is required, and whether such compliance was foreseen or unforeseen. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any of the foregoing shall be conclusive of that fact between Landlord and Tenant. Tenant shall promptly furnish Landlord with a copy of any notices received from any governmental agency in connection with the Subject Property.

b. Tenant may reasonably and in good faith contest any Law through appropriate proceedings, and, during such contest, Tenant need not comply therewith; provided further that Tenant shall at all times reasonably protect the interests of Landlord under this Lease, shall Indemnify Landlord from all Claims actually and reasonably incurred as a result of the contest, and shall promptly comply with any such contested Law if any such contest is resolved against Tenant. Tenant agrees to Indemnify Landlord or any officer, director, employee, partner, agent, or contractor of Landlord (Landlord Party) from and against any Claims imposed or sought to be imposed on or involving Landlord for any violation or alleged violation of any such Laws except to the extent such Claims arise from the gross negligence or willful misconduct of any Landlord Party.

5.6 Landlord's Access to Subject Property.

a. In addition to Landlord's rights pursuant to Section 6.5 and pursuant to the Affordable Housing Agreement, Landlord reserves the right for Landlord and any Landlord Party to enter the Subject Property at any reasonable time and upon reasonable written notice (a) to inspect the Subject Property; (b) to determine whether Tenant is complying with Tenant's obligations under this Lease; (c) to perform any other obligation of Tenant after Tenant's failure to perform same (after notice and expiration of applicable cure periods); or (d) if Tenant defaults under this Lease (after notice and expiration of applicable cure periods); provided, however, that Landlord's entry shall not unreasonably interfere with the business and operations at the Subject Property.

b. Landlord shall be permitted to enter on the Subject Property, as may reasonably be necessary and upon reasonable written notice, except in the event of exigent circumstances when Landlord may not provide notice, in order for

Landlord or its designees to make improvements or do other work, or to make improvements, repairs, or maintenance to adjacent property owned by Landlord. Landlord's entry shall not unreasonably interfere with the business and operations at the Subject Property.

## **ARTICLE VI**

### **REPAIRS AND MAINTENANCE; ALTERATIONS; NEW IMPROVEMENTS**

6.1 New Improvements and Alterations. After the Project and Improvements are constructed pursuant to Article II of this Lease, Tenant shall not alter, add to, or modify the Project or Improvements (Alterations) without Landlord's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Despite the foregoing, Tenant may, without Landlord's prior written approval, (a) make Alterations within the interior of the Project, if such work will not result in a use of the Project in violation of this Lease and will not cause any violation of the Affordable Housing Agreement or any permit or approval applicable to the Project; and (b) make Alterations required to comply with any applicable law or insurance underwriter's requirement. Alterations shall not include Repairs and Maintenance (as hereinafter defined), and no such Landlord approval is required for any Repairs and Maintenance.

6.2 Tenant's Repair and Maintenance Obligations. Tenant at all times and at its sole cost shall ensure that the Subject Property, Project, and Improvements, including without limitation landscaping, utilities, structural components, roofing materials, windows, exterior and interior features, furnishing and equipment and fire and security systems, are maintained in a first-class, structurally sound, sanitary, and safe condition (Repairs and Maintenance) and in accordance with all requirements of applicable laws, governmental authorities, insurance underwriters, mortgages, deeds of trust, and covenants, conditions, and restrictions pertaining to the Subject Property, Project or Improvements, including the Affordable Housing Agreement. To that end, Tenant shall timely perform all reasonably required repairs or replacements to the Subject Property, Project and the Improvements located thereon (whether interior or exterior, structural or nonstructural, foreseeable or unforeseeable, ordinary or extraordinary).

6.3 Mechanics' Liens, Notices of Non-responsibility, and Other Alteration and Maintenance Requirements. All Alterations and Repairs and Maintenance must be performed in a good and workmanlike manner and in accordance with all applicable Laws, insurance underwriter's requirements, and any recorded deeds of trust, mortgages, covenants, conditions, or restrictions by duly licensed contractors. Work may not commence until Tenant (a) has obtained any required permits or approvals and (b) has provided Landlord with at least ten business days' notice of the date for commencement of work (except for repair work required to be performed in cases of emergency or to relieve an imminent threat to life or property), to permit Landlord an opportunity to post an appropriate notice of non-responsibility. Once begun, all such work shall be diligently prosecuted to completion. If this Lease terminates before completion of any Alteration or Repairs and Maintenance by Tenant, on request Tenant shall assign its rights under any construction, design, or material supply contract required for completion of the work to Landlord or its designee.



6.4 No Landlord Obligation. Landlord shall have no obligation whatsoever to maintain, repair, alter, improve, or reconstruct the Subject Property or the Improvements or to comply with any applicable law or with any other legal or insurance requirement concerning the condition or repair of the Subject Property, Project or Improvements. Tenant expressly recognizes that, because of the potential length of the Term of this Lease, it may be necessary for Tenant to perform substantial maintenance, repair, rehabilitation, or reconstruction of the Project or Improvements in order to ensure that the Project or Improvements are kept in the condition required by this Lease. In this regard, Tenant expressly waives (a) all defenses to its maintenance obligations under this Lease; (b) the right to require Landlord to make repairs; (c) any right to make repairs at the expense of Landlord; (d) the right to reduce or offset rent as a consequence of the condition of the Subject Property, Project or Improvements; (e) the benefits of California Civil Code §§1932, 1941, and 1942, as amended from time to time; and (f) any law, judicial pronouncement, or common law principle similar thereto, which is now or hereafter in effect or is otherwise inconsistent with the provisions of this Lease. However, these waivers do not limit Tenant's rights or Landlord's obligations arising out of the negligence or willful misconduct of Landlord or its agents, representatives, employees, contractors, or invitees.

6.5 Right to Enter. Tenant will permit Landlord and any Landlord Party to enter the Subject Property at all times during usual business hours, on giving Tenant reasonable written notice, to inspect the same and to perform any work required of Tenant by this Lease that Tenant has failed to perform within 30 days following written notice to Tenant of default and subject to the rights of the Limited Partners under Section 11.12 hereof; provided, however, that in the event of any Tenant default that creates an imminent threat to life or property, Landlord may enter the Subject Property without notice and may take such actions as may be required to relieve such threat. As additional rent, Tenant shall reimburse Landlord for the actual and reasonable cost of any repairs, replacements, or improvements to the Subject Property, Project or Improvements incurred by Landlord under this Section, promptly on receipt of an invoice. Nothing in this Section shall imply any duty on the part of Landlord to make any inspection, take any action, or do any such work, nor shall Landlord's performance of any repairs, alterations, or improvements constitute a waiver of Tenant's default in failing to do the same. Except to the extent arising out of the negligence or willful misconduct of Landlord, or its agents, representatives, employees, contractors, or invitees, no exercise by Landlord of any rights herein reserved shall entitle Tenant to any compensation, abatement of Rent, damages, reimbursement, or other relief for any interference with any business conducted on the Subject Property or any other injury, property damage, loss, or liability as a consequence of such entry or repairs.

## **ARTICLE VII**

### **INSURANCE**

#### **7.1 Insurance Requirements**

(a) Throughout the life of this Lease, TENANT shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as

may be authorized in writing by LANDLORD'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance shall maintain limits of liability of not less than those amounts stated, however, the insurance limits available to LANDLORD, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Lease or any extension, TENANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Lease shall be discontinued immediately, and all payments due or that become due to TENANT shall be withheld until notice is received by LANDLORD that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to LANDLORD. Any failure to maintain the required insurance shall be sufficient cause for LANDLORD to terminate this Lease. No action taken by LANDLORD pursuant to this section shall in any way relieve TENANT of its responsibilities under this Lease. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by LANDLORD that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by TENANT shall not be deemed to release or diminish the liability of TENANT, including, without limitation, liability under the indemnity provisions of this Lease. The duty to indemnify LANDLORD shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by TENANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of TENANT, vendors, suppliers, invitees, contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the LANDLORD, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.



## MINIMUM LIMITS OF INSURANCE

TENANT, or any party the TENANT subcontracts/contracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to LANDLORD, HSA and each of their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY :

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY :

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. PROPERTY: Thorough out the life of the Lease Agreement, Tenant shall maintain in full force and effect, a policy or policies of property insurance covering the premises following completion of construction.

## UMBRELLA OR EXCESS INSURANCE

In the event TENANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the LANDLORD, HSA and each of their officers, officials, employees, agents and volunteers.

## DEDUCTIBLES AND SELF-INSURED RETENTIONS

TENANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and TENANT shall also be responsible for payment of any self-insured retentions.

## OTHER INSURANCE PROVISIONS/ENDORSEMENTS

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to LANDLORD and HSA, except ten (10) days for nonpayment of premium. TENANT is also responsible for providing written

notice to the LANDLORD and HSA under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, TENANT shall furnish LANDLORD and HSA with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for LANDLORD and HSA, TENANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The Commercial General and Automobile Liability policies of insurance shall be endorsed to name LANDLORD and HSA, their officers, officials, employees, agents and volunteers as additional insureds.

TENANT shall establish additional insured status for the Landlord and HSA and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or CG 20 26 04 13 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 26 04 13.

The Commercial General and Automobile Liability policies of insurance shall be endorsed so TENANT's insurance shall be primary and no contribution shall be required of Landlord. Coverage under the General Liability policy shall be as broad as that contained in ISO Form CG 20 01 04 13.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

All policies of insurance shall contain, or be endorsed to contain, a waiver of subrogation as to LANDLORD and HSA, their officers, officials, employees, agents and volunteers.

The property insurance policy is to contain, or be endorsed to contain, the following provisions:

1. Full replacement value of any permanent improvements on the Leased Premises, with the LANDLORD and HSA named as a Loss Payee.
2. The coverage shall contain:
  - (i) No coinsurance penalty.
  - (ii) No limitations or exclusions for vacancy of any part of the Premises.
  - (iii) No special limitations on the scope of protection afforded to Landlord and HSA.

PROVIDING OF DOCUMENTS - TENANT shall furnish LANDLORD and HSA with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the LANDLORD'S and HSA Risk Manager or his/her designee prior to LANDLORD'S and HSA execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of LANDLORD and HSA, TENANT shall immediately furnish LANDLORD and HSA with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to

be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of TENANT shall also be required to provide all documents noted herein.

**SUBCONTRACTORS - If TENANT subcontracts or contracts any or all of the services to be performed under this Agreement or any work on the premises, TENANT shall be** solely responsible for ensuring that it's subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry

## **ARTICLE VIII** **ASSIGNMENT**

### **8.1 Limitations on Transfer.**

a. General. The qualifications and identity of the Tenant are of particular concern to the Landlord. It is because of the demonstrated qualifications and identity that the City and HSA have entered into the Affordable Housing Agreement and this Lease with the Tenant. Tenant may not transfer, assign or sell any interest in the Subject Property or the Project nor any rights or powers under this Lease, except as expressly set forth herein. It is expressly stipulated and agreed that any assignment, sale, transfer or other disposition of the Project or the Subject Property, or any portion(s) thereof or interest(s) therein or of any rights or powers under this Lease in violation of this Article VIII shall be null, void and without effect, shall cause a reversion of title to Tenant, and shall be ineffective to relieve Tenant of its obligations under this Lease.

b. Prior to Completion. Prior to Completion, the Tenant shall not assign or transfer this Lease, the Project or the Subject Property, or any portion(s) thereof, or interest(s) therein, or any right(s) hereunder without the prior written approval of the City Manager and Executive Director, or designees. The City Manager and Executive Director, or designees shall have the right to disapprove any transfer, assignment or refinancing, which would diminish or otherwise impair the ability of the Developer to fulfill all its duties and obligations under this Agreement.

c. Following Completion. Following Completion, Tenant shall not assign or transfer this Lease, the Project or the Subject Property, or any portion(s) thereof, or interest(s) therein, or any right(s) hereunder without the prior written approval of the City Manager and Executive Director, or designees, which approval shall not be unreasonably withheld or delayed, and shall be granted upon Landlord's receipt of evidence acceptable to Landlord that the following conditions have been satisfied:

i. Tenant is not in Default under the Affordable Housing Agreement or this Lease, or the purchaser or assignee agrees to undertake to cure any Defaults or violations of Tenant to the reasonable satisfaction of City.

ii. The continued operation of the Project shall comply with the provisions of this Lease and the Affordable Housing Agreement.

iii. Either (i) the purchaser or assignee or its property manager has at least three years' experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing affordable units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local governmental requirements applicable to such projects, or (ii) the purchaser or assignee agrees to retain a property management firm with the experience and record described in subclause (i) above, or (iii) developer or its property management company will continue to manage the Project for at least one year following such transfer and during such period will provide training to the purchaser or assignee and its manager in the responsibilities relating to the affordable Units.

iv. The person or entity which is to acquire the Project does not have pending litigation against it and does not have a history of significant and material building code violations or complaints concerning the maintenance, upkeep, operation and regulatory agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies.

v. The proposed purchaser or assignee enters into a written assignment and assumption agreement in form and content reasonably satisfactory to Landlord's legal counsel, and, if requested by Landlord, an opinion of such purchaser or assignee's counsel to the effect that this Lease is a valid, binding and enforceable obligation of such purchaser or assignee, subject to bankruptcy and other standard limitations affecting creditor's rights.

d. Pre-Approved Transfers. Notwithstanding any other provision of this Lease to the contrary, Landlord approval of a transfer or assignment of this Lease, the Project, or the Subject Property or any interest therein shall not be required in connection with any of the following:

i. Any assignment for the purpose of obtaining and securing Tenant's financing, as contemplated by this Agreement, including, without limitation, the grant of a deed of trust, assignment of rents and security agreement to secure the funds necessary for Tenant's financing as contemplated in the Affordable Housing Agreement;

ii. The rental, in the ordinary course of business, of the affordable Housing Units at the Project, provided such rental is in accordance with the terms of this Lease and the Affordable Housing Agreement;

iii. Any transfer to any entity of which Corporation for Better Housing (or its successor in interest) or an affiliate of Corporation for Better Housing (or its successor in interest) is the general partner, or managing member, or sole member, or controlling shareholder;

iv. Any transfer of limited partnership interests in Tenant to any institutional investor or fund or syndicator making a capital contribution to the limited partnership in exchange for partnership interests in Tenant;

v. Any transfer of the ownership interests of any entity which, directly or indirectly, owns or holds a partnership, membership, manager, shareholder, or other ownership interest in Tenant's limited partner or the partners, members, managers, shareholders or owners of Tenant's limited partner;

vi. Any transfers of Corporation for Better Housing's partnership interest in Tenant to any entity which is an affiliate of Corporation for Better Housing (or its successor in interest);

vii. The removal and replacement by Tenant's limited partner of any of Tenant's general partners as permitted under Tenant's limited partnership agreement;

viii. Any transfer of Tenant's leasehold interest in the Property that occurs by foreclosure or deed in lieu of foreclosure of any permitted senior lien to the respective holder thereof or to their nominees or assignees exclusive of the Tenant;

ix. Any conveyance or dedication of any portion of the Subject Property to the Landlord or other appropriate governmental agency, or the granting of easements or permits to facilitate the construction of the Project.

In the event of an assignment or transfer by Tenant under the above subsections not requiring the Landlord's prior approval (other than in subsection (i) and (ii) above), Tenant nevertheless agrees that it shall give at least fifteen (15) days prior written Notice to Landlord of such assignment or transfer. In addition, Landlord shall be entitled to review such documentation as may be reasonably required by the City Manager and Executive Director, or designees for the purpose of determining compliance of such assignment or transfer with the requirements above. Notwithstanding anything to the contrary contained herein, in connection with any transfer permitted under this Section 8.1(d) without the consent of the Landlord, no transfer fees, processing fees, or other associated costs shall be due and payable by Tenant in connection therewith.

## **ARTICLE IX**

### **DEFAULT; REMEDIES**

9.1 Events of Default. An "Event of Default" or "Default" shall occur under this Lease when there shall be a breach of any condition, covenant, warranty, promise, or representation contained in this Lease, the Affordable Housing Agreement, or any subsequent regulatory agreement involving City or HSA subsidies, and the breach shall continue for a period of thirty (30) days after written notice thereof to the defaulting party without the defaulting party curing such breach, or if the breach cannot be reasonably cured within a thirty (30) day period and thereafter diligently proceeding to cure the breach. However, if a different period or notice requirement is specified for a particular breach under any other paragraph of this Lease, the Affordable Housing Agreement, or



subsequent regulatory agreements involving City or HSA subsidies, the specific provision shall control.

9.2 Remedies. If Tenant at any time shall be in default in the payment of Rent or any other monetary sum called for by this Lease for more than ten (10) days following written notice from Landlord to Tenant, or if Tenant at any time shall be in default in the keeping and performing of any of its other covenants or agreements in this Lease, and should such other default continue for thirty (30) days after written notice thereof from Landlord to Tenant specifying the particulars of such default, or if such other default is of a nature that curing the default will take more than thirty (30) days and Tenant has failed to commence to cure the default within thirty (30) days and diligently pursue completion of such cure and subject to the rights of the Limited Partners under Section 11.12 hereof, then, in addition to any and all other rights and remedies of Landlord hereunder and by law provided, Landlord may terminate this Lease by giving Tenant written notice of termination. On the giving of the notice, all Tenant's rights in the Subject Property shall terminate.

In addition to the foregoing, any default by Tenant under the Affordable Housing Agreement or subsequent regulatory agreements involving City or HSA subsidies which is not cured following notice and expiration of any applicable cure periods thereunder shall also constitute a default under this Lease, and upon occurrence of such default, Landlord shall have all remedies available to it under this Lease, including the right to terminate the Affordable Housing Agreement as set forth herein. Promptly after notice of termination, Tenant shall surrender and vacate the Subject Property and shall commence and diligently prosecute the restoration of the Subject Property to its pre-Lease condition as required by Section 2.2 of this Lease. Landlord may reenter and take possession of the Subject Property and all remaining improvements and eject all parties in possession. Termination under this Section shall not relieve Tenant from the payment of any sum then due to Landlord or from any claim for damages previously accrued or then accruing against Tenant.

9.3 Damages. Should Landlord elect to terminate this Lease under the provisions of this Article, Landlord shall be entitled to recover from Tenant as damages an amount, including actual and reasonable attorneys' fees and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default, including, without limitation, costs of removing the Project and Improvements from the Subject Property.

9.4 Landlord's Right to Cure Tenant's Default. Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate allowed by law from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

## **ARTICLE X INDEMNITY**

10.1 Indemnity. To the furthest extent allowed by law, Tenant shall indemnify, hold harmless and defend Landlord and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by the Landlord, the Tenant or any other person, and from any and all claims, demands, actions in law or equity (including attorney's fees, litigation expenses, and costs to enforce this agreement) arising or alleged to have arisen directly or indirectly from or in connection with (a) the conduct or management of the Subject Property or of any business therein, or any work or thing whatsoever done, or any condition created in or about the Subject Property during the Term; (b) any act, omission, or negligence of Tenant or any of Tenant's invitees, tenants, contractors, subcontractors, managers, or assignees; (c) any accident, injury, or damage whatsoever occurring in or at the Subject Property; (d) any breach or default by Tenant in the full and prompt payment of any amount due Landlord under this Lease, and for any breach, violation, or nonperformance of any term, condition, covenant, or other obligation of Tenant under this Lease or the Affordable Housing Agreement or any representation made by Tenant; and (e) any liens or encumbrances arising out of any work performed or materials furnished by or for Tenant, including any work Landlord may have performed or caused to be performed for Tenant for which Tenant has not paid Landlord. In the event Landlord is made a party to any litigation commenced by or against Tenant, then Tenant shall indemnify, hold harmless, and defend Landlord from all Claims resulting from such litigation, and shall pay all costs, expenses, and attorney fees actually and reasonably incurred or paid by Landlord in connection with such litigation.

If Tenant shall subcontract all or any portion of the work to be performed under this agreement or should contract/subcontract any work on the premises, Tenant shall require all contractors and subcontractors to indemnify, hold harmless, and defend the Landlord and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

## **ARTICLE XI MISCELLANEOUS PROVISIONS**

11.1 Holding Over. If Tenant shall hold over the Subject Property after the expiration of the Term with the consent of Landlord, either express or implied, such holding over shall be construed to be only a tenancy from month to month subject to all the covenants, conditions and obligations contained in this Lease. Tenant hereby agrees to continue payment of all monetary sums (such as taxes, insurance, etc.) which are the Tenant's obligation under this Lease.

11.2 Quiet Possession. Landlord agrees that Tenant, upon paying the Rent and performing the covenants and conditions of this Lease, shall quietly have, hold and enjoy the Subject Property throughout the Term; and Landlord warrants to Tenant that as of the Effective Date there shall be no existing tenancies on the Subject Property.

11.3 Notices. Any notice to be given or other document to be delivered by either Party to the other hereunder shall be in writing and delivered to either Party personally or by depositing same in the United States mail, duly certified, with postage thereon fully prepaid and addressed to the Party for whom intended, as follows:

To Landlord:           City of Fresno  
                              Attn: City Manager  
                              2600 Fresno Street  
                              Fresno, CA 93721  
  
                              City of Fresno, in its capacity as Housing Successor  
                              Attn: Executive Director  
                              848 M. Street, 3rd floor  
                              Fresno, CA 93721

To Tenant:             3720 E. Ventura Ave., L.P.,  
                              c/o Corporation for Better Housing  
                              Attn: Lori Koester  
                              21031 Ventura Boulevard, Suite 200  
                              Woodland Hills, CA 91364

With a copy to:       Chernove & Associates, Inc.  
                              16027 Ventura Blvd., Suite 660  
                              Encino, California 91436  
                              Attn: Sheldon Chernove  
                              Phone: (818) 377-8100  
  
                              Email: schernove@chernovelaw.com

And a copy to:        Alliant Asset Management Company, LLC  
                              21600 Oxnard Street, Suite 1200  
                              Woodland Hills, CA 91367  
                              Attn: Asset Management

Either Party hereto, from time to time by written notice to the other Party, may designate a different address which shall be substituted for the one above-specified. Notices shall be effective when received. Any notice or other document sent by certified mail, as aforesaid, shall be deemed received 72 hours after the mailing thereof, as above provided.

11.4 Waiver. No waiver of any breach of any of the terms, covenants, agreement, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.

11.5 Binding. Subject to the restrictions set forth herein regarding assignment of the leasehold estate, each of the terms, covenants and conditions of this lease shall extend to and be binding on and shall inure to the benefit of not only Landlord and Tenant but to each of their respective heirs, administrators, executors, successors and assigns.

11.6 Disclaimer of Partnership. The relationship of the Parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that Landlord does not in any way or for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise.

11.7 Interpretation. The titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of the Lease.

11.8 Covenants and Conditions. Each term and each provision, including, without limitation, the obligation for the payment of Rent, to be performed by Tenant or Landlord as the case may be, shall be construed to be both a covenant and a condition of this Lease.

11.9 Integration. This Lease, together with the exhibits and the Affordable Housing Agreement incorporated by reference, constitutes the entire agreement between the Parties and there are no conditions, representations or agreements regarding the matters covered by this Lease which are not expressed herein.

11.10 Estoppel Certificate. If, upon any sale, assignment or hypothecation of the Subject Property by Landlord or as required by any lender of the Subject Property or by the Limited Partners, an offset statement shall be required from either Party, each Party agrees to deliver within ten days after written request therefor by the other Party, a statement addressed to any such proposed mortgagee or purchaser, or to the requesting Party, in a form requested by such mortgagee or purchaser, certifying that this Lease is unmodified and in full force and effect (if such be the case), certifying the commencement and termination dates of the Lease term, certifying that there has been no assignment or sublease of this Lease and that there are no defenses or offsets hereto, or stating those claimed by the certifying Party, and containing such other information as reasonably may be requested by the party to whom such certificate is addressed. In the event either Party fails to deliver such offset statement to the other Party within the ten-day period above provided, it shall be deemed that this Lease is in full force and effect and that neither Party has any defenses or offsets against the other Party, and that the other information contained in the requested statement is correct.

11.11 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.12 Tenant's Limited Partners. Tenant has advised City that, concurrently with the execution of this Lease, 3720 E. Ventura Ave., L.P., and its successors and assigns and Corporation for Better Housing, (collectively the Managing General Partner), Integrated Community Development, LLC (collectively, the General Administrative Partner); and TBD (collectively the Limited Partner) are entering into that certain Agreement of Limited Partnership of 3720 E. Ventura Ave., L.P., dated as of \_\_\_\_\_ (as may be amended, the Partnership Agreement with Corporation for Better Housing, a California nonprofit public benefit corporation, as general partner (the General Partner). In connection therewith, Landlord and Tenant hereby agree:

a. Notwithstanding anything to the contrary contained in this Lease or the Affordable Housing Agreement, the respective interests of Tenant's Investor

Limited Partner and Administrative Limited Partner shall be freely transferable and any amendment to Tenant's Partnership Agreement, to the extent such amendment effectuates such transfers, shall not require Landlord approval or consent; provided that Tenant's Administrative Limited Partner and/or Investor Limited Partner shall inform the Landlord in writing of any such transfers.

b. Notwithstanding anything to the contrary contained in this Lease or the Affordable Housing Agreement, whenever Landlord shall deliver any Notice to Tenant with respect to any Default by Tenant hereunder or under the Affordable Housing Agreement, Landlord shall at the same time deliver a copy of such Notice to the Limited Partner at the notice address provided by Tenant to Landlord. No Notice of Default shall be effective as to such Limited Partner unless such notice is given. Each Limited Partner shall (insofar as the rights of City are concerned) have the right, at its option, within 60 days after the receipt of the copy of the Notice, to cure or remedy or commence to cure or remedy any such Default. Any cure of any Default hereunder made or tendered by the Limited Partner shall be deemed to be a cure by Tenant and shall be accepted or rejected on the same basis as if made or tendered by the Tenant.

11.13 Amendments. Any modification or amendment to this Lease must be in writing, signed by the Landlord and Tenant and only with the prior written consent of the Limited Partners.

11.14 Memorandum of Ground Lease. The Parties shall record a Memorandum of Ground Lease, against the Subject Property, in the form attached hereto as Exhibit B, concurrently with execution of this Lease.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

**LANDLORD:**

CITY OF FRESNO,  
a municipal corporation

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

Georgeanne A. White  
City Manager

CITY OF FRESNO,  
a Municipal Corporation in its capacity  
as Housing Successor to the  
Redevelopment Agency of the City of  
Fresno

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

Marlene Murphey  
Executive Director

APPROVED AS TO FORM:

ANDREW JANZ

City Attorney

By:  4/9/2025

Tracy N. Farvadian  
Assistant City Attorney

ATTEST:

TODD STERMER, MMC

City Clerk

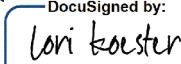
By: \_\_\_\_\_

\_\_\_\_\_  
Deputy Date

**TENANT:**

3720 E. Ventura Ave., L.P.,  
a California limited partnership

By: Corporation for Better Housing,  
a California nonprofit public benefit  
corporation  
Its General Partner

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

Name: Lori Koester  
Title: Executive Director

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments:

EXHIBIT A – Legal Description of the Subject Property

EXHIBIT B – Memorandum of Ground Lease

## **EXHIBIT A**

### LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

APN: 470-052-01T, 470-052-02T, 470-052-03T

All that certain real property situated in the County of Fresno, State of California, described as follows:

Parcel 1:

Lots 1, 2 and 3 in Block 10 of Kenmore Park, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 7, Page 4 of Record of Surveys, in the office of the County Recorder of said County.

APN: 470-052-01T

Parcel 2:

Lots 5, 6 and 7 in Block 8 of Kenmore Park, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 7, Page 4 of Record of Surveys, in the office of the County Recorder of said County.

APN: 470-052-03T

Parcel 3:

All of Lots numbered 4, 5, 6, 7.8, 9,10, 11, 12, 13, 14, 15, 16. 17. 18, 19, 20, 21.22 and 23, in Block 2 of the Lincoln Hill Addition to the Town, (now City) of Fresno, County of Fresno, State of California, according to the map recorded in Book 1, Page 71 of Plats, in the office of the County Recorder of said County.

APN: portion of 470-052-02T Parcel 4:

Lots 1 and 2 in Block 8 of Kenmore Park, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 7, Page 4 of Record of Surveys, in the office of the County Recorder of said County.

APN: portion of 470-052-02T

Parcel 5:

Lots 3 and 4 in Block 8 of Kenmore Park, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 7, Page 4 of Record of Surveys, in the office of the County Recorder of said County.

APN: portion of 470-052-02T

Parcel 6:

Lots 1 and 2 in Block 9 of Kenmore Park, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 7, Page 4 of Record of Surveys, in the office of the County Recorder of said County.

APN: portion of 470-052-02T

Parcel 7:

Lots 3 and 4 in Block 9 of Kenmore Park, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 7, Page 4 of Record of Surveys, in the office of the County Recorder of said County.

APN: portion of 470-052 02T

Parcel 8:

Lots 4, 5, 6, 7, 8, 9 and 10 in Block 10 of Kenmore Park, in the City of Fresno, County of Fresno State of California, according to the map thereof recorded in Book 7, Page 4 of Record of Surveys, in the office of the County Recorder of said County.

APN: portion of 470-052-02T

**EXHIBIT B**

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

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

Space above this line for Recorder's use only.

**Exempt from Recording Fees Per Government Code Sections 6103 & 27383**

**MEMORANDUM OF GROUND LEASE**

THIS MEMORANDUM OF GROUND LEASE (Memorandum of Ground Lease) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Fresno, a municipal corporation (City), the City of Fresno, in its capacity as Housing Successor to the Redevelopment Agency of the City of Fresno (HAS) and ENTER LP INFO HERE, a California limited partnership (Tenant). City and HSA are collectively referred to herein as Landlord. Landlord and Tenant may each be referred to as a "Party" and collectively as the "Parties".

**RECITALS**

A. Landlord is the fee owner of that certain real property consisting of approximately 3.39 acres of land located at the southeast corner of E. Cesar Chavez Boulevard (formerly Ventura Street) and S. Seventh Street (APNs 470-052-02T and 470-052-03T) and land located at the northwest corner of S. Eighth Street and E. El Monte Way (APN 470-052001T) in Fresno, California, and described and depicted in more detail in Exhibit A to this Memorandum of Ground Lease (Subject Property).

B. Landlord and Corporation for Better Housing, a California nonprofit public benefit corporation (the general partner of Tenant), have entered into that certain Affordable Housing Agreement dated \_\_\_\_\_, 2025 (the Affordable Housing Agreement) to set forth the terms and conditions relating to (1) Tenant's ground lease of the Subject Property from Landlord; (2) Tenant's development of the Project thereon; and (3) Tenant's agreement to develop and provide affordable housing for Very Low-Income and Low-Income households on the Subject Property.

C. Pursuant to the terms of the Affordable Housing Agreement, Landlord and Tenant entered into a Ground Lease dated \_\_\_\_\_, 2025 (Ground Lease).

Now, therefore, the Parties agree as follows:

**TERMS**

1. This Memorandum of Ground Lease is solely to provide record notice of the Ground Lease and in no way modifies the terms, conditions, provisions and covenants

thereof. In the event of any inconsistency between this Memorandum of Ground Lease and the Ground Lease, the Ground Lease shall prevail. The foregoing recitals are incorporated by reference as though fully set forth herein.

2. The Ground Lease contains specific covenants governing the development, use, character, operation, and maintenance of the Subject Property for affordable housing purposes.

3. The terms and conditions of the Ground Lease are superior to any Leasehold Mortgage or other encumbrances recorded against Developer's leasehold interest in the Subject Property. In no event may Landlord's fee interest in the Subject Property, be encumbered by or subordinated to any Leasehold Mortgage.

4. The term of the Ground Lease shall be for a period of up to 55 years from recordation of the Release of Construction Covenants for the Project (Expiration Date), unless earlier terminated as provided herein.

5. The Ground Lease restricts Tenant from assigning the Ground Lease, or its interest therein, or subletting without Landlord's prior written consent in most circumstances.

6. The Parties hereto agree that this Memorandum of Ground Lease may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Memorandum of Ground Lease, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, upon the day and year first hereinabove written, the Parties have executed this Memorandum of Ground Lease, personally or by officers or agents thereunto duly authorized.

**LANDLORD:**

CITY OF FRESNO,  
a municipal corporation

By: \_\_\_\_\_  
Georgeanne A. White  
City Manager

CITY OF FRESNO,  
a Municipal Corporation in its capacity  
as Housing Successor to the  
Redevelopment Agency of the City of  
Fresno

By: \_\_\_\_\_  
Marlene Murphey  
Executive Director

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

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

ATTEST:  
TODD STERMER, MMC  
City Clerk

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

Deputy Date

**TENANT:**

3720 E. Ventura Ave., L.P.,  
a California limited partnership

By: Corporation for Better Housing,  
a California nonprofit public benefit  
corporation,  
Its General Partner

By: \_\_\_\_\_  
Name: Lori Koester  
Title: Executive Director

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments:  
EXHIBIT A – Legal Description of Subject Property

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

APN: 470-052-01T, 470-052-02T, 470-052-03T

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**Parcel 1:**

Lots 1, 2 and 3 in Block 10 of Kenmore Park, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 7, Page 4 of Record of Surveys, in the office of the County Recorder of said County.

APN: 470-052-01T

**Parcel 2:**

Lots 5, 6 and 7 in Block 8 of Kenmore Park, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 7, Page 4 of Record of Surveys, in the office of the County Recorder of said County.

APN: 470-052-03T

**Parcel 3:**

All of Lots numbered 4, 5, 6, 7.8, 9,10, 11, 12, 13, 14, 15, 16. 17. 18, 19, 20, 21.22 and 23, in Block 2 of the Lincoln Hill Addition to the Town, (now City) of Fresno, County of Fresno, State of California, according to the map recorded in Book 1, Page 71 of Plats, in the office of the County Recorder of said County.

APN: portion of 470-052-02T Parcel 4:

Lots 1 and 2 in Block 8 of Kenmore Park, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 7, Page 4 of Record of Surveys, in the office of the County Recorder of said County.

APN: portion of 470-052-02T

**Parcel 5:**

Lots 3 and 4 in Block 8 of Kenmore Park, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 7, Page 4 of Record of Surveys, in the office of the County Recorder of said County.

APN: portion of 470-052-02T

Parcel 6:

Lots 1 and 2 in Block 9 of Kenmore Park, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 7, Page 4 of Record of Surveys, in the office of the County Recorder of said County.

APN: portion of 470-052-02T

Parcel 7:

Lots 3 and 4 in Block 9 of Kenmore Park, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 7, Page 4 of Record of Surveys, in the office of the County Recorder of said County.

APN: portion of 470-052 02T

Parcel 8:

Lots 4, 5, 6, 7, 8, 9 and 10 in Block 10 of Kenmore Park, in the City of Fresno, County of Fresno State of California, according to the map thereof recorded in Book 7, Page 4 of Record of Surveys, in the office of the County Recorder of said County.

APN: portion of 470-052-02T