

**FIRST AMENDMENT TO THE
COPPER RIVER RANCH WATER SUPPLY IMPLEMENTATION AGREEMENT
DATED NOVEMBER 17, 2017**

This FIRST AMENDMENT is effective as of March ____, 2017 (the Effective Date), and made and entered into by and between the CITY OF FRESNO, a municipal corporation (City) on the one hand, and CRD East, Inc., a California corporation (Developer), on the other hand (each individually, a Party, and jointly, the Parties) and amends the Copper River Ranch Water Supply Implementation Agreement, dated November 17, 2016 (the Agreement).

RECITALS

- A. Developer, as the anticipated primary developer of the Copper River Ranch Project (the Project), entered into the Agreement to memorialize its obligations to provide adequate water supply for the Project, including: (1) expansion of PS 330; (2) construction of the required additional water supply wells (including PS 369 and 370) and related facilities (including the Disposal Bypass Line); and (3) addressing the fair share development fee for the NESWTP contemplated by the FEIR Mitigation Measures for the Project.
- B. As of March 1, 2017, Developer failed to meet its obligations under the Agreement to expand PS 330, construct PS 369, and construct the Disposal Bypass Line.
- C. In accordance with Section 9 of the Agreement, City provided Developer written notice of default on March 13, 2017, in a personal meeting.
- D. Following multiple good faith discussions, the Parties have agreed that: (1) Developer shall cure its defaults by July 31, 2017; (2) Developer shall pay its second fair share development fee payment to City by April 3, 2017; and (3) Developer's deadline to construct PS 370 shall be extended to July 31, 2017.
- E. The Parties now desire to amend the terms of the Agreement to reflect their understanding.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

- 1. Recitals. Each and all of the foregoing recitals of background facts are incorporated herein by this reference as though set forth herein verbatim.
- 2. Developer's Water Supply Obligation. Developer's deadlines for construction of the Water Supply Obligation, as set forth in Exhibit B to the Agreement, are hereby amended such that the completion date for improvements to PS 330, and the construction of PS 369, 370, and the Disposal Bypass Line shall be no later than July 31, 2017.
- 3. Developer's Development Fee Obligation. The Development Fee payment schedule, as set forth in Section 7 of the Agreement, is hereby amended such that Developer shall pay City its second payment (a lump sum of \$1,267,623.50) by April 3, 2017.

4. Certificates of Occupancy Withheld. The Parties agree that, notwithstanding Section 9 of the Agreement, Developer's failure to meet any of the new deadlines set forth herein entitles City to immediately cease to issue Certificates of Occupancy for units built within the Project. Developer shall not be entitled to any further opportunity to cure defaults related to deadlines hereby amended.
5. Acknowledgment. Except as modified herein, the Agreement and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed.
6. Counterparts. This First Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart.
7. Exhibits. This First Amendment contains zero (0) exhibits:

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

[SIGNATURES FOLLOW ON NEXT PAGE.]

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

CITY

CITY OF FRESNO,
a California municipal corporation

By: _____
Bruce Rudd, City Manager

DEVELOPER

CRD East, Inc., a California corporation

By: _____
Darius Assemi, President and CFO

By: _____
Gary McDonald, VP and Secretary

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUG T. SLOAN
City Attorney

By: _____
Raj Singh Badhesha Date
Deputy City Attorney