

2025-0016769

FRESNO County Recorder
Paul Dictos, CPA

Thursday, Feb 13, 2025 02:06:57 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

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

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

SECOND 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

**SECOND AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (Second Amendment) is entered as of 1/31/25, 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 wish to amend the terms of the Agreement to further extend deadlines in the performance schedule due to significant construction delays due to unforeseen weather conditions, and supply chain delivery disruption.

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 First Amendment) is hereby deleted in its entirety and replaced with the "Revised Exhibit "C" – Second Amendment" attached hereto.

2. The City Manager is authorized to administratively extend the deadlines contained in the Performance Schedule for up to 180 days upon a determination of good cause.

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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)

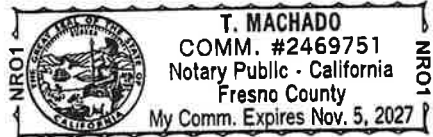
On January 30, 2025 before me, T Machado, Notary Public
(insert name and title of the officer)

personally appeared Georgianne 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 }

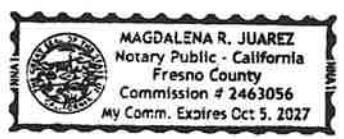
On 1-28-25 before me, Magdalena R Suarez Notary Public
Date (Here Insert Name and Title of the Officer)

personally appeared Sehal 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 Magdalena 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: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

**REVISED EXHIBIT “C” – SECOND AMENDMENT
Performance Schedule effective January 30, 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.		September 30, 2025
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.	December 31, 2025