CITY CLERK
ORIGINAL

C-7246-2
03/12/2013

WHEN RECORDED RETURN TO:
City of Glendale
City Clerk
5850 West Glendale Avenue
Glendale, Arizona 85301

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR SENIOR HOUSING DEVELOPMENT UNDER THE NEIGHBORHOOD STABILIZATION PROGRAM

This First Amendment to Development Agreement for Senior Housing Development Under the Neighborhood Stabilization Program ("Amendment") is entered this 12 day of March, 2013, by and between the City of Glendale, an Arizona municipal corporation ("City"), and Cesar Chavez Foundation, a California non-profit corporation authorized to do business in Arizona, formerly known as the National Farm Workers Service Center, Inc. ("Developer").

WHEREAS, on March 29, 2010, the City entered into a Development Agreement for Senior Housing Development Under the Neighborhood Stabilization Program with Developer ("Agreement");

WHEREAS, as authorized by the United States Government under Title III of Division B of the Housing and Economic Recovery Act, 2008 ("HERA") (Pub L. 110-289, approved July 30, 2008), as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA") (Pub. L. 111-005), approved February 17, referred to as the Neighborhood Stabilization Program ("NSP"), the City conveyed to Developer $1,600,000 in NSP funds for the acquisition of property and for development of the affordable rental housing properties;

WHEREAS, the property acquired by the NSP funds is specifically defined in Exhibit A to the Agreement ("Property") and a description of the development is also defined in Exhibit A to the Agreement ("Project"). Exhibit A was not originally referenced in the Agreement and the parties wish to add it in the amendment to Section I(A) "Activities";

WHEREAS, due to poor economic conditions, Developer has been unable to acquire funding for the development of the Project;

WHEREAS, the parties now desire to amend the Agreement to allow the City to hold the Property in a land bank as defined in new Section I(E) "Land Banking";

WHEREAS, all other terms of the Agreement remain in full force and effect;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. SCOPE OF SERVICE

A Activities. Consistent with NSP requirements, the Developer will be responsible for undertaking the activities described in this Agreement and Exhibit A attached hereto. The Developer's scope of service shall include the following activities eligible under NSP:

1. Activity #1 Acquire Property.
2. Activity #2 Develop Project on Property.
3. Activity #3 Rent Units in Project to Qualified Families (as hereinafter defined).

E Land Banking

1 Pursuant to 42 USC § 2301(c)(3)(C), the City agrees to hold the Property in a land bank until Developer has acquired funding for the development of the Project.

2. As defined by the U S. Department of Housing and Urban Development ("HUD"), this agreement to hold the Property in a land bank will terminate ten (10) years from the date of this Amendment.

3. Developer will maintain the Property in a generally accepted condition.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CITY OF GLENDALE, an Arizona municipal corporation

for City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

(Signatures Appear on Next Page)

CESAR CHAVEZ FOUNDATION, a California non-profit corporation

By:
Its:

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__, by _____, the Developer who signed the above document.

Notary Public

My Commission Expires:

See attached acknowledgment
ADD 3-12-13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Los Angeles

On March 12, 2013 (Date) before me, Alex H. Dawson, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Paul S. Park (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.

ALEX H. DAWSON
Commission # 1991706
Notary Public - California
Los Angeles County
My Comm. Expires Sep 20, 2016

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: Alex H Dawson (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: First Amendment to Development Agreement

Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name	Signer's Name
☐ Corporate Officer — Title(s)	☐ Corporate Officer — Title(s)
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other	☐ Other
Signer Is Representing	Signer Is Representing
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Item #5907

Recorded by:
City Clerk's Office
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
ELECTRONIC RECORDING
20130295925,04/02/2013 09:37,
C72462-5-1-1--,N

CITY OF GLENDALE, ARIZONA

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR SENIOR HOUSING DEVELOPMENT UNDER THE NEIGHBORHOOD STABILIZATION PROGRAM

(Agreement C-7246-2)

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)