

MODESTO REDEVELOPMENT AGENCY  
RESOLUTION NO. 1-2001

A RESOLUTION RE-APPOINTING BRADLEY HAWN, MICHAEL NAVARRO  
AND TOM SLATER TO THE CITIZENS REDEVELOPMENT ADVISORY  
COMMISSION

BE IT HEREBY RESOLVED by the Redevelopment Agency of the City of Modesto as follows:

SECTION 1. Bradley Hawn, Michael Navarro and Tom Slater are hereby re-appointed to the Citizens Redevelopment Advisory Commission with a term expiration of January 1, 2005.

SECTION 2. The Agency Secretary is hereby directed to transmit a copy of this resolution to the newly re-appointed members of the Downtown Improvement District, and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto held on the 2<sup>nd</sup> day of January, 2001, by Agency Member Friedman, who moved its adoption, which motion being duly seconded by Agency Member Fisher, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Conrad, Fisher, Friedman, Frohman, Serpa, Smith, Mayor Sabatino

NOES: Agency Members: None

ABSENT: Agency Members: None

ATTEST: Jean Zahn  
JEAN ZAHN, Agency Secretary

MODESTO REDEVLEOPMENT AGENCY  
RESOLUTION NO. 2-2001

A RESOLUTION REAPPOINTING JOHN SANDERS TO THE CITIZENS  
REDEVELOPMENT ADVISORY COMMISSION

BE IT HEREBY RESOLVED by the Redevelopment Agency of the City of Modesto as follows:

SECTION 1. John Sanders is hereby reappointed to the Citizens Redevelopment Advisory Commission with a term expiration of January 1, 2005.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the newly appointed member of the Downtown Improvement District, and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto held on the 23<sup>rd</sup> day of January, 2001, by Agency Member Friedman, who moved its adoption, which motion being duly seconded by Agency Member Fisher, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Conrad, Fisher, Friedman, Frohman, Serpa, Smith,  
Chairperson Sabatino

NOES: Agency Members: None

ABSENT: Agency Members: None

ATTEST: Jean Zahr  
JEAN ZAHR, Agency Secretary

MODESTO REDEVELOPMENT AGENCY  
RESOLUTION NO. 3-2001

A RESOLUTION CERTIFYING REVISED REPORT FROM CAREY & CO. ON THE STUDY OF DOWNTOWN PROPERTIES AND SUPPORTING INCLUSION OF THE INFORMATION IN THE MASTER ENVIRONMENTAL IMPACT REPORT

WHEREAS, the Redevelopment Agency wanted to identify properties in the Downtown Redevelopment Area that were of historic significance, and

WHEREAS, in 1997 Carey & Co, was hired to conduct a survey, and each property was ranked according to its significance, and

WHEREAS, the Community Development Department is currently updating the Master Environmental Impact Report, and

WHEREAS, the Community Development Department will incorporate relevant information from the Carey Survey to develop "Standards of Significance" for historic resources in the city, modifying the criteria to conform to the California Environmental Quality Act, and

WHEREAS, at its November 20, 2000 meeting the landmark Commission approved the report, and

WHEREAS, at its February 21, 2001 meeting the Human Services Committee supported Council certification of the report and inclusion of the information in the Master Impact Report,

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency that it hereby certifies the report from Carey & Co. on the study of downtown properties and requests that the City of Modesto include the information in the Master Environmental Impact Report.

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto held on the 13<sup>th</sup> day of March, 2001, by Agency member Friedman, who moved its adoption, which motion being duly seconded by Agency member Serpa, was upon roll call carried and the resolution adopted by the following vote:

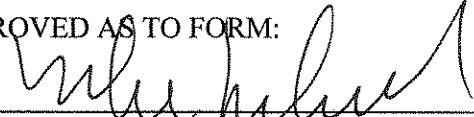
AYES: Agency Members: Conrad, Fisher, Friedman, Frohman, Serpa, Smith

NOES: Agency Members: None

ABSENT: Agency Members: Sabatino

Attest:   
JEAN ZAHR, Secretary

APPROVED AS TO FORM:

By:   
MICHAEL D. MILICH, General Counsel

**MODESTO REDEVELOPMENT AGENCY  
RESOLUTION NO. 4- 2001**

**A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE MASTER AGREEMENT AMONG THE COUNTY OF STANISLAUS, THE CITY OF MODESTO, THE CITY-COUNTY CAPITAL IMPROVEMENTS AND FINANCING AGENCY, AND THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO**

WHEREAS, Amendment No. 2 to the Master Agreement (hereinafter referred to as "Amendment No. 2") is by and between the County of Stanislaus (the "County"), the City of Modesto (the "City), the City-County Capital Improvements and Financing Agency, a Joint Powers Agency between the City of Modesto and the County of Stanislaus (the "JPA") and the Redevelopment Agency of the City of Modesto, a public body, corporate and politic (the "RDA"), collectively referred to as the "Parties", and

WHEREAS, on July 22, 1997, the Parties approved the Master Agreement, which Agreement was amended on February 10, 1998, which provides that the JPA is responsible for the design and construction of a public administration building, parking garage, a plaza area and certain street improvements, and

WHEREAS, on August 21, 1997, the RDA entered into a Disposition and Development Agreement (the "DDA") with Civic Partners Modesto, Inc, a California corporation (the "Developer"), which DDA was amended on February 6, 1998 and which was further amended on January 19, 1999. Said DDA contemplates the construction of a cinema and the construction of a freestanding retail/office building adjacent to the parking garage situated on the Garage Retail Parcel as defined in said DDA, and

WHEREAS, the Parties desire to avoid damage to the plaza and sidewalk adjacent to and abutting the Garage Retail Parcel which damage may arise from the construction on the Garage Retail Parcel, and

WHEREAS, on March 30, 1999, the JPA authorized the RDA to assume responsibility to complete portions of the work in the plaza and sidewalk areas as set forth in the "Exhibit A", which is attached hereto and made a part hereof by this reference, and

WHEREAS, the RDA is willing to assume responsibility for said work as set forth in said Exhibit A to complete the plaza and sidewalk area adjacent to and abutting the Garage Retail Parcel in compliance with the terms and conditions set forth in said Amendment No. 2.

NOW, THEREFORE, BE IT RESOLVED THAT the Parties hereby agree as follows:

1. Assumption by the RDA of the responsibility to construct plaza and sidewalk work as set forth in said "Exhibit A": The JPA is hereby released from the responsibility to construct the work identified in said Exhibit A. The RDA hereby assumes the responsibility to construct said work located in the area identified as "Area A" on said

Exhibit A in accordance with the terms and conditions of this Agreement.

2. Construction of Improvements: The RDA shall ensure that said work as set forth in said "Exhibit A" is constructed strictly in accordance with the plans and specifications on file and approved by the JPA. The RDA shall ensure that a construction inspector satisfactory to the JPA inspects said work as set forth in said Exhibit A to ensure compliance with the approved plans and specifications, which inspection approval and/or JPA approval shall not be unreasonably withheld. The RDA shall ensure that said work as set forth in said Exhibit A is constructed upon the completion of the freestanding retail/office building.
3. Insurance: The RDA shall require that any contractor installing said work as set forth in said Exhibit A shall provide general liability insurance with limits of no less than \$1,000,000. Said policy of insurance shall name the City of Modesto, the County of Stanislaus and the JPA as additional insured by separate endorsement.
4. Cost of the Plaza and Sidewalk work: Except as provided in 4(a) and 4(b), the work as set forth in said Exhibit A shall be completed by the RDA at no cost to the JPA.
  - c. Change order with McCarthy Brothers Construction ("McCarthy") to eliminate the work set forth in said Exhibit A from the existing Construction Agreement: The JPA has negotiated a change order with the McCarthy to eliminate the work as set forth in said Exhibit A from McCarthy's scope of work. The JPA received a credit of \$14,441 for this change order as set forth in said Exhibit A. The JPA agrees to pay the RDA \$14,441 or credit the RDA \$14,441 in accordance with the existing cost allocations.
  - d. Transfer of Material from McCarthy to the RDA: McCarthy has previously ordered some material for the construction of work as set forth in said Exhibit A ("Construction Materials"). Said Construction Materials have been turned over to the RDA, and the RDA hereby acknowledges receipt of same. The JPA will also provide at its expense the pavers which have been ordered in connection with its existing contract with McCarthy. The RDA agrees that said Construction Materials provided by the JPA shall be used exclusively for work as set forth in said Exhibit A to be performed by the RDA.
5. Effect of this Modification: Except as modified by the Agreement, all other provisions of the Master Agreement shall remain unchanged and in full force and effect.

BE IT FURTHER RESOLVED by the Redevelopment Agency of the City of Modesto that Amendment No. 2 to the Master Agreement among the County of Stanislaus, the City of Modesto, the City-County Capital Improvements and Financing Agency, and the Redevelopment Agency of the City of Modesto is hereby approved.

BE IT FURTHER RESOLVED that the execution of said Amendment No. 2 by the designated Redevelopment Agency officials be authorized.

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto held on the 22nd day of March, 2001, by Agency member Friedman, who moved its adoption, which motion being duly seconded by Agency member Smith, was upon roll call carried and the resolution adopted by the following vote:

**AYES:** Agency members: Conrad, Fisher, Friedman, Frohman, Smith

**NOES:** Agency members: Serpa

**ABSENT:** Agency members: Chairperson Sabatino

ATTEST: Jean Zahr  
JEAN ZAHN, Secretary

STATE STREET - STATE HIGHWAY NC  
10.00'  
10.00'  
N46°48'48"E 380.20'(M)(A)  
N=2056481.391  
E=6416539.461  
S43°09'48"E  
40.00'  
87.14'(M)  
60.75'(M)  
26.59'  
35.00'

Exhibit A

PARCEL 1  
50,085 S.F.  
(1.15 AC.)

PARKING GARAGE

5' x 5' Easement to M.I.D.  
Inst. No. 039796, 6/1/89

NOTE: Building Line is 0.50'  
within Property Line

22 - 5 - 03

Area "A"

PARCEL 2  
13,369 S.F.  
(0.31 AC.)

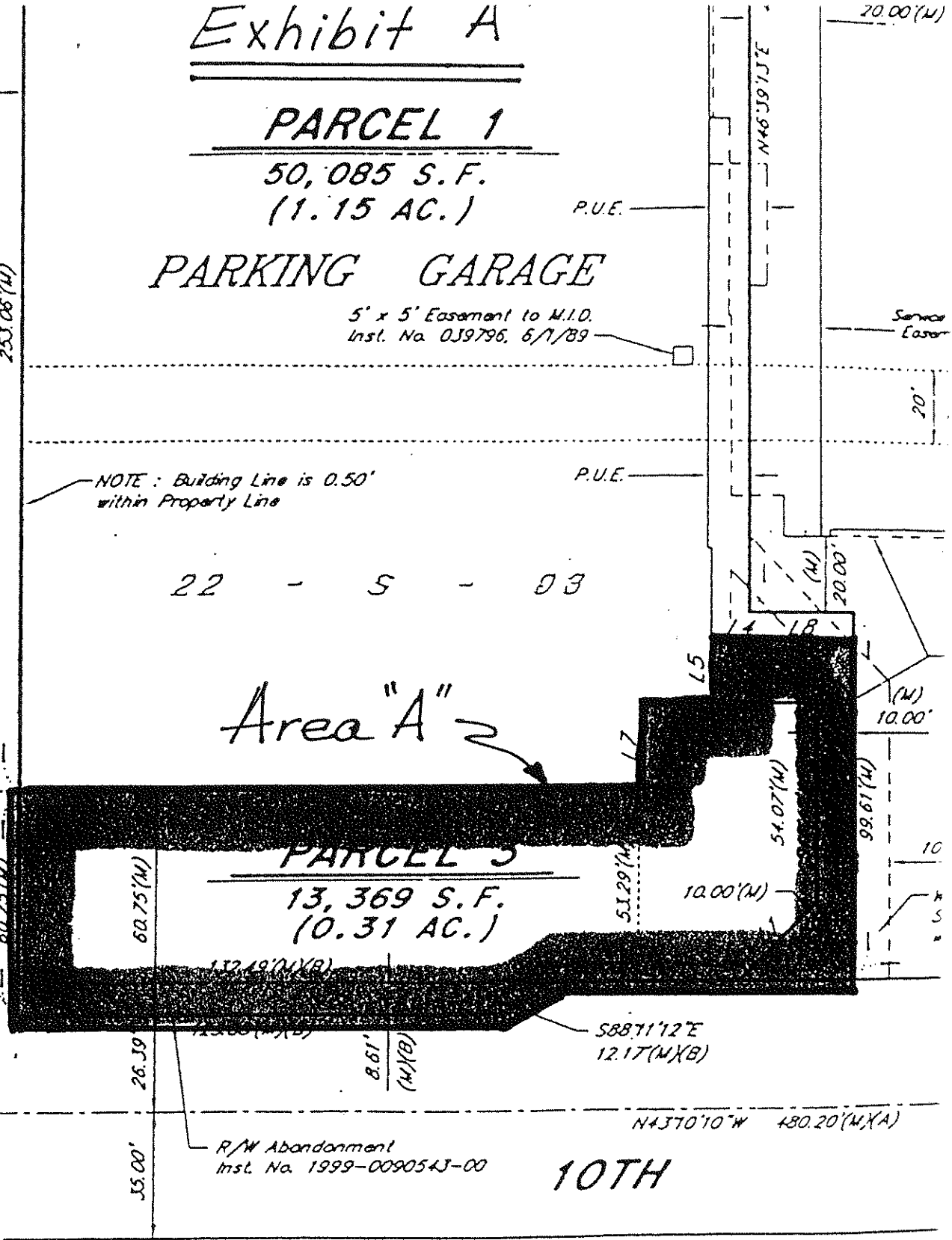
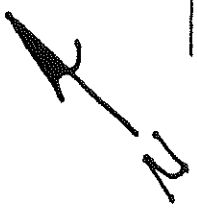
P.U.E.

P.U.E.

R/W Abandonment  
Inst. No. 1999-009054J-00

10TH

BRENDEN THEATH  
(50-PM-25)



*Tenth Street Place  
Master Agreement  
Amendment No. 2*

***“EXHIBIT A”***

*Date: 03/20/01  
Garage Retail Parcel  
Construction  
Materials List  
Provided by RDA*

<b>Item</b>	<b>Storage Location</b>	<b>Contact</b>
◆ (5) Tree grates & frames – horseshoe-shaped	◆ Corporation Yard	◆ City – Operations & Maintenance Dept. for all materials
◆ (4) Tree grates & frames – square	◆ Corporation Yard	
◆ (7) Bollards	◆ 10th Street Garage	
◆ (5) Street Light poles	◆ Corp Yard – Electrical Division	
◆ Pavers – in sufficient quantity to complete the paved area in accordance with original Plans & Specifications on file with the RDA	◆ Stored at Nursery	
◆ (7) Planters – Black	◆ Temp. placed around Tenth Street & building	
◆ Light globes, transformers, receptacles, lamps	◆ Stored in First Floor of JPA Building	



*Tenth Street Place  
Master Agreement  
Amendment No. 2*

**“EXHIBIT A”**

*Date: 03/20/01  
Plaza/Sidewalk  
Work  
Cost Itemization*

Special Note:

1. All work is to be performed in accordance with the Plans and Specifications as approved by the JPA and the RDA in compliance with the Master Agreement. Said Plans and Specifications are on in file in the office of the Redevelopment Agency.
2. A certain portion of the materials for work itemized below will be provided by the RDA. The existing materials list is shown on Page 2 of Exhibit A.

<u>Item</u>	<u>Description</u>	<u>Cost Breakdown</u>
◆ Concrete/Paver Work	◆ Install concrete sidewalks and brick pavers surrounding the Garage Retail Parcel in accordance with the Plans & Specs.	Total Cost not to exceed: \$46,624
◆ Site Survey/Staking	◆ Complete survey work to install concrete sidewalks	
◆ Landscape/Irrigation	◆ Install irrigation lines, landscaping, planter pots and bollards surrounding the Garage Retail Parcel	
◆ Site electrical	◆ Install (5) street lights, electrical outlets in tree wells	

**REDEVELOPMENT AGENCY OF THE CITY OF MODESTO  
RESOLUTION NO. 5-2001**

**A RESOLUTION APPROVING THE THIRD IMPLEMENTATION AGREEMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO, A PUBLIC BODY, CORPORATE AND POLITIC (THE "AGENCY") AND CIVIC PARTNERS MODESTO, INC., A CALIFORNIA CORPORATION (THE "DEVELOPER").**

WHEREAS, the Agency and Developer have heretofore entered into a Disposition and Development Agreement (the "DDA") as of August 21, 1997, providing for the acquisition and disposition of certain real property (the "Site") located in the City of Modesto, and, among other things, the construction of an office building on the Garage Retail Parcel of the Site, as part of the Tenth Street Place project, and

WHEREAS, on February 6, 1998 the Agency and Developer approved the First Implementation Agreement to the DDA, modifying certain provisions of the DDA including those regarding the sale and financing of the Garage Retail Parcel, and

WHEREAS, on January 19, 1999 the Agency and Developer approved the Second Implementation Agreement to the DDA, modifying certain provisions of the DDA including those regarding the financing of the Garage Retail Parcel and the parking conditions, and

WHEREAS, the Agency and the City-County Capital Improvements and Financing Joint Powers Agency ( the "JPA") have determined that certain portions of the plaza and public street improvements hereinafter referred to as the "Plaza/Sidewalk Work" that are located immediately adjacent to and abut the Garage Retail Parcel should remain unfinished until such time as the freestanding building construction on the Garage Retail Parcel is complete. This determination was made in order ensure the integrity of the finished Plaza/Sidewalk Work and to avoid possible damage to existing improvements during the construction of the freestanding building. Said Plaza/Sidewalk Work includes, but is not limited to: brick pavers, sidewalk, street improvements, lighting, bollards and planters which are more specifically described in Exhibit "A" which is attached hereto and made a part hereof by this reference, and

WHEREAS, the Agency and the JPA have entered into "Amendment No. 2 to the Master Agreement among the County of Stanislaus, the City of Modesto, the JPA and the RDA" ("Amendment No. 2") which is attached hereto and made a part herein by this reference wherein the JPA is released from the responsibility to construct the Plaza/Sidewalk Work identified as "Area A" in Exhibit A. Pursuant to said Amendment No. 2, the Agency assumes the responsibility to ensure that said Plaza/Sidewalk Work is constructed in accordance with the terms and conditions of said Amendment No. 2, and

WHEREAS, the Agency and the Developer have determined that it is in the best interest of the project for the Developer to construct said Plaza/Sidewalk Work upon completion of the freestanding building on the "Garage Retail Parcel". The Plaza/Sidewalk Work will be at the expense of the Agency as set forth in Exhibit A, and

WHEREAS, in addition, the Second Implementation Agreement to the DDA states that the uses on the first floor of the office building on the Garage Retail Parcel shall be retail only. The Developer and the Agency have determined that the market needs may change over time and that there may be retail, professional offices or other similar uses that are appropriate for this location, and

WHEREAS, in light of these requests, the Agency and Developer now desire to make further modifications to the DDA as set forth herein.

NOW, THEREFORE, BE IT RESOLVED THAT the Parties hereby agree as follows:

Section 1.      Purpose of This Agreement

The purpose of this Third Implementation Agreement is to effectuate and implement the DDA by making certain changes necessary to reflect the current conditions and further planning and decisions of the parties hereto.

Section 2.      Scope of Development (Attachment No. 4)

The first paragraph of Part II.B is hereby amended in its entirety to read as follows:

“The Agency in accordance with its Master Agreement with the JPA, will contract for and purchase a developable pad of approximately 12,000 gross square feet from the JPA along 10<sup>th</sup> Street , adjacent to the Public Garage. Said pad shall be as defined in the Master Agreement. **The Developer shall construct a three-story building, which shall be a combination of retail, professional offices and other uses appropriate to the zoning and as approved by the Agency.**”

A second paragraph shall be added to Part II.E of the Scope of Development that reads as follows:

“The Agency, in accordance with its Master Agreement with the JPA, accepts the responsibility for certain improvements which are identified in attached Exhibit A as the “Plaza/Sidewalk Work” and which are located within “Area A” (Exhibit A) lying within the public right-of-way of 10<sup>th</sup> Street and on the JPA parcel which is adjacent to and abuts the Garage Retail Parcel. In order to avoid possible damage to adjacent improvements, said Plaza/Sidewalk Work is to be completed by the Developer in conjunction with the freestanding building construction on the Garage Retail Parcel and said construction shall be at the expense of the Agency in accordance with the attached Exhibit A. This amendment is specifically subject to all of the provisions of the Disposition and Development Agreement including, but not limited to, the insurance indemnifications thereof.”

Section 3.      Force and Effect

Except as modified and amended by the First, Second and Third Implementation Agreements, all other provisions of the DDA shall remain unchanged and in full force and effect.

Section 4. Counterparts

This Third Implementation Agreement may be executed in any number of counterparts, all of which counterparts, when taken together, shall constitute one and the same Third Implementation Agreement.

BE IT FURTHER RESOLVED by the Redevelopment Agency of the City of Modesto that the Third Implementation Agreement to the Disposition and Development Agreement by and between the Redevelopment Agency of the City of Modesto, a public body, corporate and politic (the "Agency") and Civic Partners Modesto, Inc., a California corporation (the "Developer") is hereby approved.

BE IT FURTHER RESOLVED that the execution of said Third Implementation Agreement by the designated Agency officials be authorized.

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto held on the 22nd day of March, 2001, by Agency member Conrad, who moved its adoption, which motion being duly seconded by Agency member Frohman, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency members: Conrad, Fisher, Friedman, Frohman, Smith

NOES: Agency members: Serpa

ABSENT: Agency members: Chairperson Sabatino

ATTEST:

  
JEAN ZAHN, Secretary

**AMENDMENT NO. 2 TO THE MASTER AGREEMENT  
AMONG THE COUNTY OF STANISLAUS, THE CITY OF MODESTO, THE CITY-  
COUNTY CAPITAL IMPROVEMENTS AND FINANCING AGENCY, AND THE  
REDEVELOPMENT AGENCY OF THE CITY OF MODESTO**

**THIS AMENDMENT NO. 2 TO THE MASTER AGREEMENT** (hereinafter referred to as "AMENDMENT NO. 2") is entered into this 22nd day of March, 2001, by and between the County of Stanislaus (the "County"), the City of Modesto (the "City"), the City-County Capital Improvements and Financing Agency, a Joint Powers Agency between the City of Modesto and the County of Stanislaus (the "JPA") and the Redevelopment Agency of the City of Modesto, a public body, corporate and politic (the "RDA"), collectively referred to as the "Parties".

WHEREAS, on July 22, 1997, the Parties approved the Master Agreement, which Agreement was amended on February 10, 1998, which provides that the JPA is responsible for the design and construction of a public administration building, parking garage, a plaza area and certain street improvements

WHEREAS, on August 21, 1997, the RDA entered into a Disposition and Development Agreement (the "DDA") with Civic Partners Modesto, Inc, a California corporation (the "Developer"), which DDA was amended on February 6, 1998 and which was further amended on January 19, 1999. Said DDA contemplates the construction of a cinema and the construction of a freestanding retail/office building adjacent to the parking garage situated on the Garage Retail Parcel as defined in said DDA.

WHEREAS, the Parties desire to avoid damage to the plaza and sidewalk adjacent to and abutting the Garage Retail Parcel which damage may arise from the construction on the Garage Retail Parcel.

WHEREAS, on March 30, 1999, the JPA authorized the RDA to assume responsibility to complete portions of the work in the plaza and sidewalk areas as set forth in the "Exhibit A", which is attached hereto and made a part hereof by this reference.

WHEREAS, the RDA is willing to assume responsibility for said work as set forth in said Exhibit A to complete the plaza and sidewalk area adjacent to and abutting the Garage Retail Parcel in compliance with the terms and conditions set forth in this agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Assumption by the RDA of the responsibility to construct plaza and sidewalk work as set forth in said "Exhibit A": The JPA is hereby released from the responsibility to construct the work identified in said Exhibit A. The RDA hereby assumes the responsibility to construct said work located in the area identified as "Area A" on said Exhibit A in accordance with the terms and conditions of this Agreement.

2. Construction of Improvements: The RDA shall ensure that said work as set forth in said "Exhibit A" is constructed strictly in accordance with the plans and specifications on file and approved by the JPA. The RDA shall ensure that a construction inspector satisfactory to the JPA inspects said work as set forth in said Exhibit A to ensure compliance with the approved plans and specifications, which inspection approval and/or JPA approval shall not be unreasonably withheld. The RDA shall ensure that said work as set forth in said Exhibit A is constructed upon the completion of the freestanding retail/office building.
3. Insurance: The RDA shall require that any contractor installing said work as set forth in said Exhibit A shall provide general liability insurance with limits of no less than \$1,000,000. Said policy of insurance shall name the City of Modesto, the County of Stanislaus and the JPA as additional insured by separate endorsement.
4. Cost of the Plaza and Sidewalk work: Except as provided in 4(a) and 4(b), the work as set forth in said Exhibit A shall be completed by the RDA at no cost to the JPA.
  - a. Change order with McCarthy Brothers Construction ("McCarthy") to eliminate the work set forth in said Exhibit A from the existing Construction Agreement: The JPA has negotiated a change order with the McCarthy to eliminate the work as set forth in said Exhibit A from McCarthy's scope of work. The JPA received a credit of \$14,441 for this change order as set forth in said Exhibit A. The JPA agrees to pay the RDA \$14,441 or credit the RDA \$14,441 in accordance with the existing cost allocations.
  - b. Transfer of Material from McCarthy to the RDA: McCarthy has previously ordered some material for the construction of work as set forth in said Exhibit A ("Construction Materials"). Said Construction Materials have been turned over to the RDA, and the RDA hereby acknowledges receipt of same. The JPA will also provide at its expense the pavers which have been ordered in connection with its existing contract with McCarthy. The RDA agrees that said Construction Materials provided by the JPA shall be used exclusively for work as set forth in said Exhibit A to be performed by the RDA.
5. Effect of this Modification: Except as modified by the Agreement, all other provisions of the Master Agreement shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have entered into this Amendment No. 2 to the Master Agreement as of the date first above written.

March 22, \_\_\_\_\_, 2001

**REDEVELOPMENT AGENCY OF THE CITY OF MODESTO**

**CITY OF MODESTO**

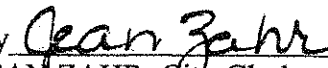
  
JACK R. CRIST, Executive Director

  
JACK R. CRIST, City Manager

ATTEST:

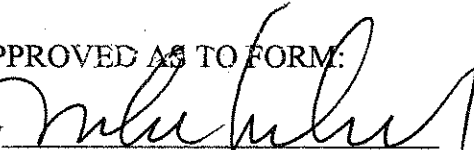
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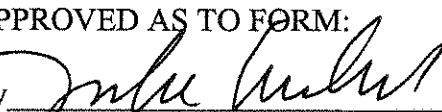
By   
JEAN ZAHR, Secretary  
Res. 4-2001

By   
JEAN ZAHR, City Clerk  
Res. 2001-127

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By   
Michael D. Milich, General Counsel

By   
Michael D. Milich, City Attorney

**CITY-COUNTY CAPITAL IMPROVEMENTS AND FINANCING AGENCY**, a Joint Powers Agency between the City of Modesto and the County of Stanislaus

**COUNTY OF STANISLAUS**

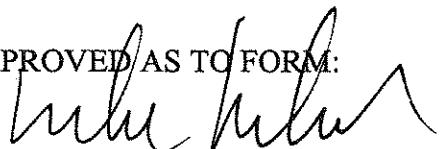
By \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Reagan M. Wilson  
Chief Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By \_\_\_\_\_  
Michael H. Krausnick  
County Counsel

By   
Michael D. Milich, JPA Attorney

By \_\_\_\_\_  
Michael H. Krausnick, JPA Attorney

STATE HIGHWAY NO. 10TH

# Exhibit "A"

## PARCEL 1

50,085 S.F.  
(1.15 AC.)

## PARKING GARAGE

5' x 5' Easement to M.I.D.  
Inst. No. 039796, 6/1/89

NOTE: Building Line is 0.50'  
within Property Line

22 - 5 - 03

Area "A"

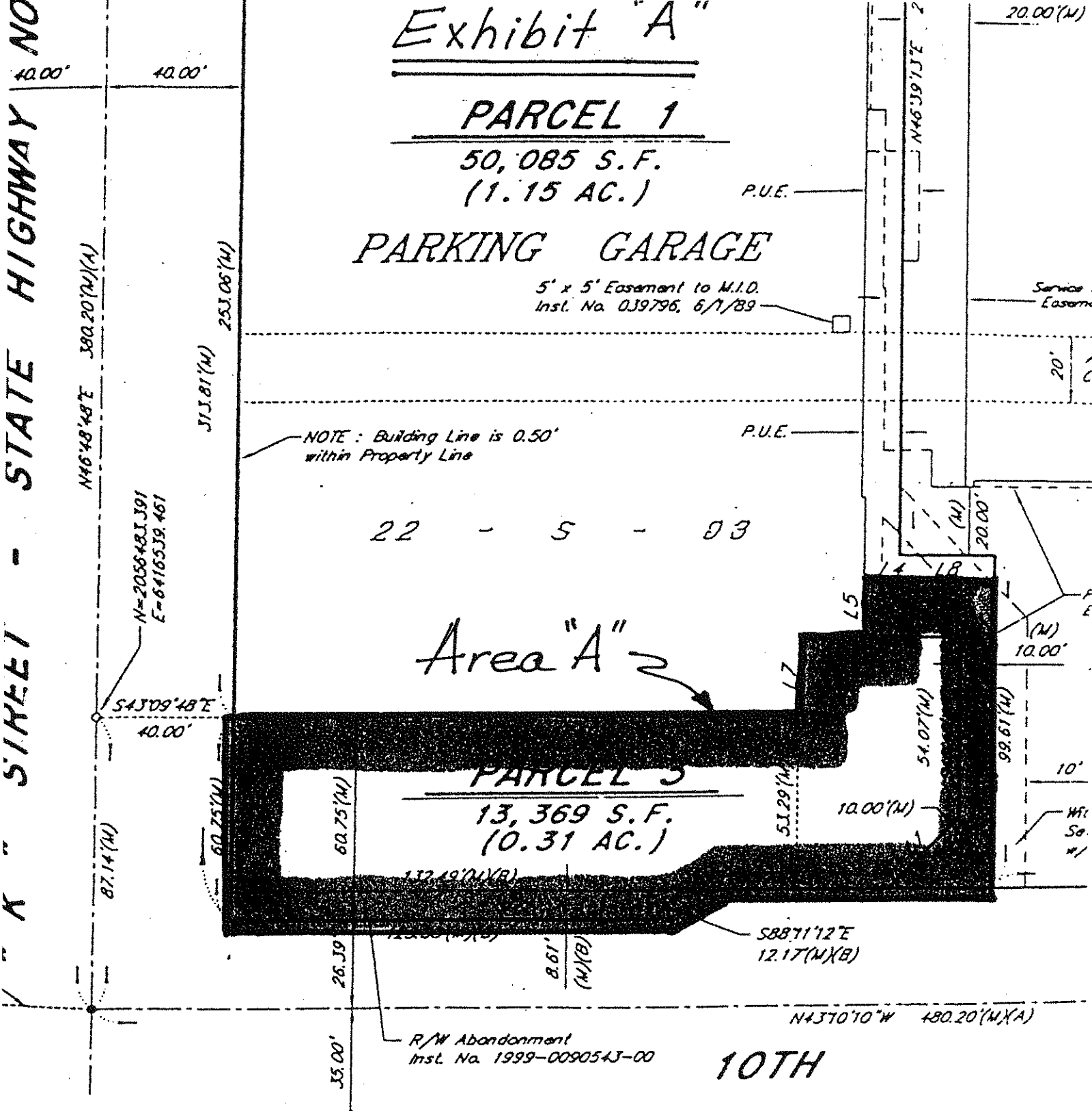
## PARCEL 2

13,369 S.F.  
(0.31 AC.)

10TH

BRENDEN THEATR.

(50-PM-25)





*Tenth Street Place  
Master Agreement  
Amendment No. 2*

***“EXHIBIT A”***

*Date: 03/20/01  
Garage Retail Parcel  
Construction  
Materials List  
Provided by RDA*

<b>Item</b>	<b>Storage Location</b>	<b>Contact</b>
◆ (5) Tree grates & frames - horseshoe-shaped	◆ Corporation Yard	◆ City - Operations & Maintenance Dept. for all materials
◆ (4) Tree grates & frames - square	◆ Corporation Yard	
◆ (7) Bollards	◆ 10th Street Garage	
◆ (5) Street Light poles	◆ Corp Yard - Electrical Division	
◆ Pavers - in sufficient quantity to complete the paved area in accordance with original Plans & Specifications on file with the RDA	◆ Stored at Nursery	
◆ (7) Planters - Black	◆ Temp. placed around Tenth Street & building	
◆ Light globes, transformers, receptacles, lamps	◆ Stored in First Floor of JPA Building	

*Tenth Street Place  
Master Agreement  
Amendment No. 2*

**“EXHIBIT A”**

*Date: 03/20/01  
Plaza/Sidewalk  
Work  
Cost Itemization*

Special Note:

1. All work is to be performed in accordance with the Plans and Specifications as approved by the JPA and the RDA in compliance with the Master Agreement. Said Plans and Specifications are on in file in the office of the Redevelopment Agency.
2. A certain portion of the materials for work itemized below will be provided by the RDA. The existing materials list is shown on Page 2 of Exhibit A.

<u>Item</u>	<u>Description</u>	<u>Cost Breakdown</u>
◆ Concrete/Paver Work	◆ Install concrete sidewalks and brick pavers surrounding the Garage Retail Parcel in accordance with the Plans & Specs.	Total Cost not to exceed: \$46,624
◆ Site Survey/Staking	◆ Complete survey work to install concrete sidewalks	
◆ Landscape/Irrigation	◆ Install irrigation lines, landscaping, planter pots and bollards surrounding the Garage Retail Parcel	
◆ Site electrical	◆ Install (5) street lights, electrical outlets in tree wells	

**REDEVELOPMENT AGENCY OF THE CITY OF MODESTO  
RESOLUTION NO. 6-2001**

**A RESOLUTION APPROVING THE MEMORANDUM OF  
UNDERSTANDING BY AND BETWEEN THE REDEVELOPMENT  
AGENCY OF THE CITY OF MODESTO, A PUBLIC BODY,  
CORPORATE AND POLITIC (THE "AGENCY"), THE CITY OF  
MODESTO (THE "CITY") AND THE FMC CORPORATION, A  
CALIFORNIA CORPORATION ( "FMC").**

WHEREAS, pursuant to the California Redevelopment Law (Health and Safety Code § 33000 *et seq.*) the Agency is undertaking the redevelopment of a portion of Modesto pursuant to the Modesto Redevelopment Plan (the "Redevelopment Plan"), and

WHEREAS, FMC owns certain property (the "FMC Property") located within the project area (the "Project Area") for the Redevelopment Plan, and

WHEREAS, FMC has conducted preliminary certain studies of the FMC Property and determined that it contains certain contaminants that will require remediation, and

WHEREAS, in order to encourage the redevelopment and revitalization of the area, the City intends to prepare a Concept Master Plan (the "Concept Master Plan") for a portion of the City that includes the FMC Property and adjacent properties and is within the Project Area, and

WHEREAS, in addition, the Community Redevelopment Law contains provisions that provide certain immunities for property owners and their successors in interest if contaminated property is remediated in accordance with an approved plan.

WHEREAS, the Agency, the City and FMC desire to enter into this MOU to set forth their agreements and understanding at this point. The matters contained herein shall not be construed as final commitments by any party but to state generally the basis upon which they intend to cooperate in the formulation of the Master Plan and eventual disposition of the FMC Property.

NOW, THEREFORE, BE IT RESOLVED THAT the Executive Director is hereby authorized and directed to execute the Memorandum of Understanding with the FMC Corporation which is attached hereto and made a part hereof by this reference.

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto held on the 17th day of April, 2001, by Agency member Fisher, who moved its adoption, which motion being duly seconded by Agency member Friedman, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency members: Conrad, Fisher, Friedman, Frohman, Serpa, Smith, Mayor Sabatino

NOES: Agency members: None

ABSENT: Agency members: None

ATTEST:   
JEAN ZAHN, Secretary

**REDEVELOPMENT AGENCY  
RESOLUTION NO. 7-2001**

**A RESOLUTION ADOPTING THE ANNUAL REDEVELOPMENT AGENCY  
BUDGET FOR THE FISCAL YEAR 2001-2002**

WHEREAS, the financial analysis has been completed, budget workshops have been conducted, and a public hearing on the Budget has been held, and

WHEREAS, it has been determined that no adjustments are required for the Annual Budget of the Redevelopment Agency for the Fiscal Year 2000-2001,

NOW, THEREFORE, BE IT RESOLVED by the Board of the Redevelopment Agency of Modesto that the Fiscal Year 2001-2002 Annual Budget is hereby adopted.

BE IT FURTHER RESOLVED that the Treasurer is hereby authorized to take the necessary steps to implement the provisions of this resolution.

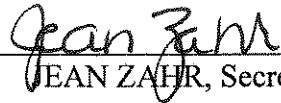
The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency held on the 19<sup>th</sup> day of June, 2001, by Agency member Fisher, who moved its adoption, which motion being duly seconded by Agency member Friedman, was upon roll call carried and the resolution adopted by the following votes:

AYES: Agency members: Fisher, Friedman, Serpa, Smith

NOES: Agency members: Conrad, Frohman, Chairman Sabatino

ABSENT: Agency members: None

ATTEST: \_\_\_\_\_

  
JEAN ZAHR, Secretary

(seal)

APPROVED AS TO SUFFICIENCY:

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



STAN FEATHERS, Budget Officer

APPROVED AS TO FORM:

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



MIKE MILICH, General Counsel