

Parking Lots 2 and 2A
APN 105-41-13 and 105-41-14
Recording Requested by
City of Modesto
When Recorded Mail to:
Redevelopment Agency of the
City of Modesto
Attention: Secretary
P.O. Box 642
Modesto, California 95353

Stanislaus Co Recorder's Office
Karen Mathews, County Recorder

DOC - 94-0112610-00

REQD BY

Thursday, DEC 01, 1994 14:39:40

Ttl Fd \$0.00 FRE \$2.00!!

Nbr-0000153875
RSJ/R2/6

**GRANT DEED
Corporation**

THE CITY OF MODESTO, a municipal corporation, GRANTS to the REDEVELOPMENT AGENCY OF THE CITY OF MODESTO, the following described real property in the City of Modesto, County of Stanislaus, State of California:

All that real property in the State of California, County of Stanislaus, City of Modesto, being a portion of the Southeast quarter of Section 29, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28 in Block 56 of the CITY OF MODESTO, as per map filed December 21, 1942 in Volume 15 of Maps, Stanislaus County Records.

112610 DEC-1994

CITY OF MODESTO, a municipal corporation

Dated November 28, 1994

By J. Edward Tewes
J. EDWARD TEWES, City Manager

By Norrine Coyle
NORRINE COYLE, City Clerk

SEAL IMPRESSED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5207

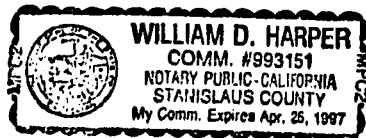
State of California

County of Stanislaus

On November 28 1994 before me, William D. Harper
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared J. Edward Tewes & Norrine Coyle
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.



WITNESS my hand and official seal.

William D. Harper
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

112610 DEC-1 94

Clock

Corrected 10/10/94
Corrected 5/18/94

**MODESTO CITY COUNCIL
RESOLUTION No. 94-281**

A RESOLUTION APPROVING THE CONVEYANCE OF CITY OWNED PROPERTY TO THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO (APN'S 105-41-13 AND 105-41-14).

WHEREAS, the City of Modesto owns APN's 105-41-13 and 105-41-14 in Block 56 of the City of Modesto, and

WHEREAS, said property was acquired for a public parking lot, and

WHEREAS, the Council of the City of Modesto has agreed to convey the parking lot to the Redevelopment Agency of the City of Modesto, and

WHEREAS, the Redevelopment Agency is prepared to enter into a Development and Disposition Agreement (DDA) with McDonalds Corporation for the development of a restaurant involving a portion of the property, and

WHEREAS, in order for the Redevelopment Agency to carry out the terms of the DDA, title to said property should vest in the Redevelopment Agency of the City of Modesto,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the conveyance of title of APN's 105-41-13 and 105-41-14 in Block 56 of the City of Modesto to the Redevelopment Agency of the City of Modesto, in order for the Redevelopment Agency to enter into a DDA.

112610 DEC-1 94

BE IT FURTHER RESOLVED that the City Manager and City Clerk are hereby authorized to execute a grant deed conveying the above described property from the City of Modesto to the Redevelopment Agency of the City of Modesto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 17th day of May, 1994, by Councilmember Muratore, who moved its adoption, which motion being duly seconded by Councilmember Cogdill, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Cogdill, Dobbs, Friedman, Muratore, Mayor Lang

NOES: Councilmembers: None

ABSENT: Councilmembers: McClanahan, Patterson

ATTEST: Norrine Coyle
NORRINE COYLE, City Clerk

(SEAL)

APPROVED AS TO FORM:

By Michael D. Milich
MICHAEL D. MILICH, City Attorney

The foregoing is a correct copy of the original on file in this office which has not been revoked and is now in full force and effect.

ATTEST:

Norrine Coyle
NORRINE COYLE, City Clerk of the City of Modesto, County of Stanislaus, State of California.

SEAL IMPRESSED

Corrected 10/10/94
Corrected 5/18/94

MODESTO REDEVELOPMENT AGENCY
RESOLUTION No. 6-94

A RESOLUTION ACCEPTING TITLE TO PROPERTY
CONVEYED BY THE CITY OF MODESTO TO THE
REDEVELOPMENT AGENCY OF THE CITY OF MODESTO
(APN'S 105-41-13 AND 105-41-14).

WHEREAS, the City of Modesto owns APN's 105-41-13 and
105-41-14 in Block 56 of the City of Modesto, and

WHEREAS, said property was acquired for a public
parking lot, and

WHEREAS, the Council of the City of Modesto has agreed
to convey the parking lot to the Redevelopment Agency of the City
of Modesto, and

WHEREAS, the Redevelopment Agency is prepared to enter
into a Development and Disposition Agreement (DDA) with McDonalds
Corporation for the development of a restaurant involving a
portion of the property, and

WHEREAS, in order for the Redevelopment Agency to carry
out the terms of the DDA, title to said property should vest in
the Redevelopment Agency of the City of Modesto, and

WHEREAS, the City of Modesto has agreed to convey by
grant deed title to said property to the Redevelopment Agency of
the City of Modesto,

NOW, THEREFORE, BE IT RESOLVED by the members of the
Redevelopment Agency of the City of Modesto that it does hereby
accept the conveyance of title to APN's 105-41-13 and 105-41-14

10/10/94-CA

-1-

OPWILW:ew

112610 DEC-1994

in Block 56 of the City of Modesto in order for the Redevelopment Agency to enter into a DDA involving the property.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 17th day of May, 1994, by Agency Member Muratore, who moved its adoption, which motion being duly seconded by Agency Member Cogdill, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Cogdill, Dobbs, Friedman, Muratore, Mayor Lang

NOES: Agency Members: None

ABSENT: Agency Members: McClanahan, Patterson

SEAL IMPRESSED

ATTEST:

Norrine Coyle
NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

By *Michael D. Milich*
MICHAEL D. MILICH, General Counsel

This signature is a correct copy of the original as the original is on file in the office of the Secretary and is not a duplicate.
Norrine Coyle
NORRINE COYLE, Secretary of the Redevelopment Agency of the City of Modesto, County of Stanislaus, State of California.

112610 DEC -1 94

Recording Requested by:
Redevelopment Agency
of the City of Modesto

After Recordation, Mail to:

McDonald's Corporation
One McDonald's Plaza
Oak Brook, IL 60521
Attn: Mary L. Simms
(L/C: 04-1566)

Stanislaus Co Recorder's Office
Karen Mathews, County Recorder

DOC - 94-0112611-00
REQD BY

Thursday, DEC 01, 1994 14:40:01

Ttl Pd \$0.00

FRE \$0.0011

Nbr-0000153876
RSJ/R2/15

For Tax Mailing Purposes, Mail to:

McDonald's Corporation
P. O. Box 66207
AMF O'Hare
Chicago, IL 60666
(L/C: 04-1566)

GRANT DEED

(Modesto, California, NEC 9th & I Streets, L/C: 04-1566)

For valuable consideration, the receipt of which is hereby acknowledged,

THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO, a public body, corporate and politic, of the State of California (herein called "Grantor"), acting to carry out the Redevelopment Plan (herein called "Redevelopment Plan") for the Modesto Redevelopment Project, under the Community Redevelopment Law of the State of California, hereby grants to **McDONALD'S CORPORATION**, doing business as **DELAWARE McDONALD'S CORPORATION**, a Delaware corporation (herein called "Grantee"), the real property (the "Site") legally described in the document attached hereto, labeled Exhibit A, and incorporated herein by this reference.

1. The Site is conveyed subject to the Redevelopment Plan and pursuant to a Disposition and Development Agreement (the "DDA") entered into by and between the Grantor and the Grantee and dated May 17, 1994. The Site is also conveyed subject to easements of record.

2. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that during construction and thereafter, the Grantee shall not use the Site for other than the uses specified in the Redevelopment Plan and shall maintain

Page 1 of 7

112611 DEC-1994

55 15

the improvements and landscaping on the Site in a clean and orderly condition and in good condition and repair and keep the Site free from accumulation of debris and waste materials.

3. Prior to the issuance of a Certificate of Completion by the Grantor as provided in the DDA, the Grantee shall not, except as permitted by the DDA, sell, transfer, convey, assign or lease the whole or any part of the Site without the prior written approval of the Grantor. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion with respect to the improvements upon the Site. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site or to prohibit or restrict the leasing of any part or parts of a building or structure when said improvements are completed.

4. Subject to the provisions of Section 512 of the DDA, the Grantor shall have the additional right, at its option, to repurchase, reenter and take possession of the Site hereby conveyed, or such portion thereof, with all improvements thereon, if after conveyance of title and prior to issuance of a Certificate of Completion of construction upon the Site, the Grantee or successor in interest shall:

- a. Fail to proceed with the construction of the improvements as required by the DDA for a period of three (3) months after written notice thereof from the Grantor; or
- b. Abandon or substantially suspend construction of the improvements for a period of three (3) months after written notice of such abandonment or suspension from the Grantor; or
- c. Transfer or suffer any involuntary transfer of the Site, or any part thereof, in violation of the DDA.

Such right to repurchase, reenter and repossess, to the extent provided in this paragraph 4, shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

- a. Any mortgage, deed of trust or other security instrument permitted by the DDA; or
- b. Any rights or interests provided in the DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments.

5. Subject to the provisions of Section 513 of the DDA, the Grantor shall have the right, at its option, to reenter and take possession of the Site hereby conveyed, or such portion thereof, with all improvements thereon, and revert in the Grantor the estate conveyed to the Grantee, if after conveyance of title and prior

sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. Grantee further covenants by and for itself and any successors in interest that it shall comply with all applicable requirements of the Americans with Disabilities Act. The foregoing covenants shall run with the land."

- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased. Grantee further covenants by and for itself and any successors in interest that it shall comply with all applicable requirements of the Americans with Disabilities Act. "

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land. Grantee further covenants by and for itself and any successors in interest that it shall comply with all applicable requirements of the Americans with Disabilities Act. "

112611 DEC-1994

7. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the DDA; provided, however, that any successor of Grantee to the Site shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. Except as otherwise provided, the covenants contained in paragraph 2 of this Grant Deed shall remain in effect until November 5, 2031 (the termination date of the Redevelopment Plan). The covenants against discrimination contained in paragraph 6 of this Grant Deed shall remain in perpetuity. The covenants contained in paragraphs 3, 4 and 5 shall remain in effect until issuance of a Certificate of Completion pursuant to Section 323 of the DDA.

9. The covenants contained in paragraphs 2, 3, 4, 5 and 6 of this Grant Deed shall be binding for the benefit of the Grantor, its successors and assigns, the City of Modesto and any successor in interest to the Site or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. Grantor shall have the right, upon not less than 72 hours notice to Grantee and accompanied by a representative of Grantee, to enter upon and inspect the Site annually to ensure compliance by Grantee with the maintenance covenants contained in paragraph 2 of this Grant Deed. The Grantor and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

10. In the event of any express conflict between this Grant Deed or the DDA, the provisions of this Grant Deed shall control.

11. Any amendments to the Redevelopment Plan which change the uses or development permitted on the Site or change the restrictions or controls that apply to the Site or otherwise affect the Site shall require the written consent of the Grantee. Amendments to the Redevelopment Plan applying to other property in the Project Area shall not require the consent of the Grantee.

112611 DEC-1994

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this 28th day of November, 1994.

GRANTOR:

REDEVELOPMENT AGENCY OF THE
CITY OF MODESTO

By J. Edward Tewes
Executive Director
J Edward Tewes

Attest:

By Norrine Coyle
Secretary
Norrine Coyle

APPROVED AS TO FORM:

By Dwight P. Yarn
Special Counsel for Gran.or

The provisions of this Grant Deed are hereby approved and accepted.

GRANTEE:

McDONALD'S CORPORATION,
doing business as
DELAWARE McDONALD'S
CORPORATION, a Delaware corporation,
"GRANTEE"

By Michael J. Rice
Its: Assistant Vice President *MR*

attest John J. Adams
Staff Director



Page 6 of 7

112611 DEC-1-94

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF DuPAGE

On this 29th day of November, 1994, before me, Ercie Berwick, Notary Public, personally appeared Michael J. Sise, Assistant Vice President, and Edward J. Pacana, Staff Director of McDonald's Corporation, dba Delaware McDonald's Corporation, a Delaware Corporation, personally known to me, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacity and that by their signature on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



Ercie Berwick

Ercie Berwick
Notary Public in and for said State

My commission expires on _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____

On the ____ day of _____, 19____, before me, _____,
Notary Public, personally appeared _____,
and _____, _____ of
_____, personally known to me, or
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, 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.

Witness my hand and official seal.

Notary Public in and for said State

My commission expires on _____

Vallia/notary2.doc

112611 DEC-1 96

STATE OF CALIFORNIA)

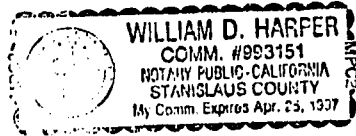
COUNTY OF Stanislaus)

On November 28, 1994, before me, the undersigned notary public, personally appeared J. Edward Tewes & Norrine Coyle,

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature William D. Harper

.....

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, the undersigned notary public, personally appeared _____,

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that _____ executed the same in _____ authorized capacity, and that by _____ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

112611 DEC-1 94

EXHIBIT A

All that real property in the State of California, County of Stanislaus, City of Modesto, being a portion of the Southeast quarter of Section 29, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

Lots 17, 18, 19, 20, 21 and 22 and the Southeasterly 14.00 feet of Lot 23 in Block 56 of the CITY OF MODESTO, as per map filed December 21, 1942 in Volume 15 of Maps, Stanislaus County Records.

112611 DEC-1 94

MODESTO REDEVELOPMENT AGENCY
RESOLUTION NO. 7-94

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE AGENCY AND MCDONALD'S CORPORATION, DOING BUSINESS AS DELAWARE MCDONALD'S CORPORATION, AND RELATED DOCUMENTS.

WHEREAS, the Redevelopment Agency of the City of Modesto (the "Agency") is carrying out the Amended Redevelopment Plan (the "Redevelopment Plan") for the Modesto Redevelopment Project (the "Project"), and

WHEREAS, the Agency has received a proposed Disposition and Development Agreement (the "DDA") from McDonald's Corporation, doing business as Delaware McDonald's Corporation, a Delaware corporation (the "Developer"), providing for the sale of certain real property (the "Site") located within the City of Modesto to the Developer for the development of a restaurant, and associated parking and landscaping, trash enclosures and restorative work on an adjacent parking lot, and

WHEREAS, the Site is currently owned by the City and will be conveyed to the Agency for purposes of disposition to the Developer pursuant to the DDA, in accordance with the approvals set forth in Agency Resolution No. 6-94 and Council Resolution No. 94-281, and the Site will not be acquired by the Agency, either directly or indirectly, with tax increment monies, and

WHEREAS, the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.)

112611 DEC-194

provides in Section 33431 that any sale or lease of Agency property may be made only after a public hearing of the Agency after publication of notice as provided by law, and

WHEREAS, notice of a joint public hearing by the City Council of the City of Modesto (the "City") and the Agency were published in the Modesto Bee on May 3, and May 10, 1994, and

WHEREAS, the City Council and the Agency held a joint public hearing on May 17, 1994, in the City Council Chambers to consider and act on the disposition and development of the Site pursuant to the DDA,

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Modesto as follows:

SECTION 1. The Agency hereby finds and determines that the sale of the Site to the Developer, and development of the Site pursuant to the DDA, will assist in the elimination of blight within the redevelopment project area. This finding is based upon the fact that the Site is an underutilized parcel within the Modesto Redevelopment Project Area, which is currently developed with a surface public parking lot. The Site is being sold to the Developer for purposes of development of a restaurant, with associated parking and landscaping, trash enclosures and restorative work on the adjacent public parking lot, pursuant to the DDA and in accordance with and in implementation of the Redevelopment Plan. Development of the proposed improvements on the Site will assist the Agency in

112611 DEC -1 94

achieving the stated objectives under the Redevelopment Plan through the redevelopment of a currently underutilized parcel within the Redevelopment Project Area, expansion of retail and commercial uses within the Redevelopment Project Area, increased property and sales tax revenue within the Redevelopment Project Area, and expansion of employment opportunities through the creation of temporary construction employment and permanent employment positions resulting from the management and operation of the restaurant facilities.

SECTION 2. The Agency hereby finds and determines that the consideration for the Site to be paid by the Developer is not less than the fair reuse value at the use and with the covenants and conditions and development costs authorized by the DDA. This finding is based upon the fact that the purchase price to be paid by the Developer pursuant to the DDA was determined based upon the estimated value of the property to be sold, at its highest and best use, less the estimated value of the extra work not directly associated with construction of the improvements on the Site, which extra work is required to be performed by the Developer in accordance with the DDA. The estimated value of the property to be sold was determined based upon independent, third-party appraisals of the Site obtained by the Agency and Developer.

SECTION 3. The Agency finds and determines that the project, including the development of the Site, is covered by a

112611 DEC-1994

Final Environmental Impact Report for the Amended Redevelopment Plan for the Modesto Redevelopment Project (SCH # 90021233) ("EIR") certified with findings by Agency Resolution No. 27-91 and City Council Resolution No. 91-673 on November 5, 1991, for which a Notice of Determination was filed November 20, 1991, and that the Project incorporates all applicable mitigation measures identified in said Resclution Nos. 27-91 and 91-673 to reduce environmental impacts to less than a significant level. The Agency further finds and determines, based on an initial study, that the project is within the scope of the Amended Redevelopment Plan for the Modesto Redevelopment Project and the EIR adequately describes the project for purposes of CEQA, that no substantial changes are proposed in the Project that will require major or important revisions of the EIR due to the involvement of new significant environmental impacts not considered in the EIR, that no substantial changes have occurred with respect to the circumstances under which the Project is being undertaken which will require major or important revisions in the EIR due to the involvement of new significant environmental impacts not considered in the EIR, that no new information which was not known or could not have been known at the time the EIR was certified has become available, and that no additional environmental documentation is required for the Project.

SECTION 4. The Agency hereby approves the DDA in substantially the form on file with the Secretary of the Agency

112611 DEC-194

and further approves and authorizes the sale of the Site to the Developer.

SECTION 5. The Chairman and Secretary of the Agency are hereby authorized and directed to execute the DDA on behalf of the Agency, subject to any minor conforming, technical or clarifying changes approved by the Agency Counsel. The Executive Director and Secretary are hereby authorized and directed to execute a Reciprocal Easement Agreement ("REA") and Entry Agreement in conformance with and pursuant to the terms and provisions of the DDA, in substantially the form currently on file with the Agency Secretary, subject to any changes or modifications as may be approved by the Agency Counsel that are consistent with the terms and provisions of the DDA. The Executive Director and Secretary are further authorized and directed to take such further actions and execute such documents as are necessary to carry out the DDA, the REA and the Entry Agreement relating thereto, on behalf of the Agency.

112611 DEC-194

05/19/94-CA

-3-

OP0811P5W

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 17th day of May, 1994, by Agency Member Dobbs, who moved its adoption, which motion being duly seconded by Agency Member Cogdill, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Cogdill, Dobbs, Friedman, Muratore, Mayor Lang

NOES: Agency Members: None

ABSENT: Agency Members: McClanahan, Patterson

ATTEST: Norrine Coyle
NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

By Michael D. Milich
MICHAEL D. MILICH, General Counsel

The foregoing is a correct copy of the original on file in this office which has not been revoked and is now in full force and effect.

ATTEST:
Deputy
of Modesto, County of Stanislaus, State of California.

SEAL IMPRESSED

112611 DEC -1 94