

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

(4019 Mission Inn Avenue)

CITYMARK DEVELOPMENT LLC

This First Amendment to the Purchase and Sale Agreement (“First Amendment”) is entered into this ____ day of _____, 2017 (“Effective Date”), by and between the CITY OF RIVERSIDE AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public body, corporate and politic (“Seller”) and CITYMARK DEVELOPMENT, LLC, a California limited liability company (“Buyer”). In consideration of the mutual covenants and agreements, the parties agree to the following terms and conditions:

RECITALS

A. Seller and Buyer entered into a Purchase and Sale Agreement (“Agreement”) on February 1, 2017, for the development of a residential project located at 4019 Mission Inn Avenue, Riverside, California, identified as Assessor’s Parcel Number 214-211-007 (“Property”).

B. During the course of conducting its due diligence, Buyer discovered that prior underground storage tanks (“UST”) existed on the Property.

C. The parties now desire to amend the Agreement to provide for a hold back of sums from the Purchase Price to cover the costs of any removal of USTs or contamination.

NOW THEREFORE, the Agreement is hereby amended as follows:

Section 1. Paragraph 2.1 of the Agreement is hereby amended to add the following paragraph:

“Upon Close of Escrow, Escrow shall withhold from Seller’s proceeds the sum of Seventy-Five Thousand Dollars (\$75,000) (“Hold Back Money”). Said sum shall be placed in an interest-bearing account for the benefit of Seller. The Hold Back Money shall be used as reimbursement for any environmental cleanup incurred by Buyer due to the prior existence of underground storage tanks on the property. Prior to the release of any of the Hold Back Money, Buyer shall submit to Seller all invoices, studies, reports and/or other such documents for review and approval by Seller, which approval shall not be unreasonably withheld or delayed. Upon Seller approval, Seller shall deliver written notice to Escrow Holder with a copy to Buyer instructing Escrow Holder to release to the Buyer the approved reimbursement amount. Buyer may submit requests for reimbursement no more frequently than twice a month. This Hold Back Money shall terminate upon the earlier of i) all Hold Back Money has been expended, or ii) twelve (12) months after the Close of Escrow.”

Section 2. All terms and conditions of the Agreement not inconsistent with this First Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed on the date and year first written above.

CITY OF RIVERSIDE
AS SUCCESSOR AGENCY TO
THE REDEVELOPMENT AGENCY
OF THE CITY OF RIVERSIDE

CITYMARK DEVELOPMENT, LLC
a California limited liability company

By: _____
City Manager, on behalf of
the Successor Agency to the
Redevelopment Agency
of the City of Riverside

By: _____
Name: Rich Gustafson
Its: President

ATTEST:

By: _____
Name: RUSSEN HAZEN
Its: V.P.

By: _____
City Clerk, on behalf of
the Successor Agency to the
Redevelopment Agency
of the City of Riverside

APPROVED AS TO FORM:


Successor Agency General Counsel

16-1297.1
10/10/17