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**AMENDMENT NO. 1 TO DISPOSITION AND DEVELOPMENT AGREEMENT
JOINT ESCROW INSTRUCTIONS AND COVENANTS RUNNING WITH THE LAND
FOR EXTENSION OF TIME TO VACATE 416 N. LEMOORE AVENUE**

This Amendment No. 1 to Disposition and Development Agreement Joint Escrow Instructions and Covenants Running with the Land (“Amendment”) is entered into as of January 7, 2014 (“Effective Date”), by and between the Successor Agency to the Lemoore Redevelopment Agency (“Agency”) and Burrows & Castadio, Inc. (“B&C”) (collectively, the “Parties”) to amend that certain Disposition and Development Agreement Joint Escrow Instructions and Covenants Running with the Land between the Parties dated May 3, 2011 (“Agreement”).

RECITALS

WHEREAS, THE PROJECT, as described in EXHIBIT B to the Agreement, identifies the specific benefits of the project, including the complete relocation of the Gary V. Burrows, Inc. operation at 416 N. Lemoore Avenue to the Lemoore Industrial Park by December 31, 2013.

WHEREAS, Burrows has indicated that it is awaiting approvals from the state “CARB” division.

WHEREAS, Burrows has requested that the Agency grant a six to twelve-month extension for the complete relocation of Gary V. Burrows, Inc. operation from 416 N. Lemoore Avenue to the Lemoore Industrial Park.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Amendment. The Agreement is amended and restated in its entirety, as follows:

“EXHIBIT B. THE PROJECT. Benefit of the Project. The anticipated benefits of the Project to the Lemoore Redevelopment Agency for the sales of two parcels totaling approximately 4.61 acres at 1280 S. 19th Avenue (the “Property”) to Burrows & Castadio, Inc., are described as follows:

1. Complete relocation of Gary V. Burrows, Inc. operation to the Lemoore Industrial Park by June 30, 2014.
2. Elimination of potential life threatening safety hazards that exist at the current Gary V. Burrows, Inc. site at 416 N. Lemoore Avenue by relocating the flammable bulk petroleum products to the Property.
3. Expansion of adjoining cardlock fueling station owned by Burrows & Castadio, Inc.
4. Creation of approximately ten (ten) new employment opportunities in the City of Lemoore.
5. Assessed value of 4.61 acres after completion of proposed development is estimated at \$2,500,000 by year 15 of this Agreement.
6. Generation of approximately 10-15 percent additional sales tax revenue to the City General Fund by the Project and the relocation benefits accruing to the Developer's business.
7. Alleviation of potential traffic hazards associated with fuel trucks crossing four lanes of traffic at current Gary V. Burrows, Inc. site.
8. Elimination of two blighted parcels in the Lemoore Industrial Park.”

2. All Other Terms Remain in Effect. Except as expressly set forth herein, all other terms of the Agreement shall remain unchanged and in full force and effect, including all terms defined in the Agreement unless otherwise defined in this Amendment, and the Agreement shall be interpreted so as to give full force and effect to this Amendment.

3. Counterparts. This Amendment may be executed in counterparts and a facsimile signature shall be sufficient to bind each of the Parties, subject to the terms set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date set forth above.

LEMOORE SUCCESSOR AGENCY

By: _____
 Jeff Laws, City Manager

ATTEST:

 City Clerk

BURROWS & CASTADIO, INC.

By: _____
 Brian Castadio, President/Secretary