

**THIRD AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT**

by and among the

SUCCESSOR AGENCY TO THE  
TEMECULA REDEVELOPMENT AGENCY,

the CITY OF TEMECULA,  
a municipal corporation

and

TOWN SQUARE MARKETPLACE OLD TOWN, LLC,  
a California limited liability company

## **THIRD AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS THIRD AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (the "Amendment") is dated as of June 11, 2019, and is entered into by and among the SUCCESSOR AGENCY TO THE TEMECULA REDEVELOPMENT AGENCY (the "Successor Agency"), the CITY OF TEMECULA, a municipal corporation ("City") and TOWN SQUARE MARKETPLACE OLD TOWN, LLC, a California limited liability company ("Developer").

### **RECITALS**

A. The City and the Successor Agency entered into a Disposition and Development Agreement dated December 13, 2016 and amended it by a First Amendment to Disposition and Development Agreement dated June 12, 2018, and a Second Amendment to Disposition and Development Agreement dated December 11, 2018 (as so amended, the "DDA") which provided for, among other things, the sale of certain land and improvements by the Successor Agency to the City, and then by the City to the Developer for the purpose of developing a commercial project with assorted retail and restaurants.

B. The Developer has requested that the City modify the DDA to extend the deadline for the Close of Escrow.

NOW, THEREFORE, in consideration of the foregoing recitals and other considerations, the adequacy of which is hereby acknowledged, the City, the Successor Agency, and the Developer hereby agree as follows:

1. DDA Modifications. Section 2.3 of the DDA is hereby amended to read as follows:

"2.3 Opening and Closing of Escrow. Within three (3) business days after the date this Agreement is fully executed and delivered to Developer, the Parties shall deposit with Escrow Holder a fully executed duplicate original of this Agreement as the initial escrow instructions for the Escrow, and shall cause an escrow (the "Escrow") to be opened with Escrow Holder for the sale of the Property by the City to Developer. The City and Developer shall provide such additional instructions as shall be necessary and consistent with this Agreement. The Close of Escrow is conditioned upon the satisfaction (or written waiver) of the conditions set forth in Sections 2.5 and 2.6. Escrow must close (the "Close of Escrow") on or before December 13, 2019 and neither the Successor Agency nor the City shall have any obligation whatsoever, express or implied, to extend such date for any reason. If the Close of Escrow does not occur by such date (as it may have been so extended), then any party not then in default may terminate this Agreement by written notice to the other and all the funds and documents deposited with Escrow Agent shall be promptly refunded or returned, as the case may be, by Escrow Agent to the depositing party, except that all escrow and title cancellation fees shall be paid by Developer."

2. Condition Precedent. The effectiveness of this Amendment is conditioned upon the approval of this Amendment by the Oversight Board for the Successor Agency.

IN WITNESS WHEREOF, the Parties hereto have entered into this Amendment as of the day and year first above written.

**DEVELOPER:**

TOWN SQUARE MARKETPLACE OLD  
TOWN LLC,  
a California limited liability company

By: BIIAJ, LLC,  
a California limited liability company  
Managing Member

By: \_\_\_\_\_  
Bernard L. Truax II,  
Manager

**CITY:**

CITY OF TEMECULA

By: \_\_\_\_\_  
Michael S. Naggar  
Mayor

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Peter Thorson  
City Attorney

**SUCCESSOR AGENCY:**

SUCCESSOR AGENCY TO THE  
TEMECULA REDEVELOPMENT  
AGENCY

By: \_\_\_\_\_  
Michael S. Naggar  
Chairp