

AMENDMENT TO
DEVELOPMENT AGREEMENT BY AND BETWEEN
COUNTY OF EL DORADO AND
VILLAGE/EL DORADO PARTNERS, L.P., A CALIFORNIA
LIMITED PARTNERSHIP RELATIVE TO
THE DEVELOPMENT KNOWN AS
EL DORADO VILLAGES SHOPPING CENTER

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (“Amendment”) is entered into as of October 22, 2014 by and amongst the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as “County”), **SAFeway INC.**, a Delaware Corporation (“Safeway”) and **DS PLACERVILLE, LLC**, a California limited liability company, and **DONAHUE SCHRIber ASSET MANAGEMENT CORPORATION**, a Delaware corporation (collectively “Donahue Schriber”).

RECITALS

WHEREAS, the Cecilia D. Headington Revocable Trust, dated April 1, 1993, Village/El Dorado Partners, L.P., a California limited partnership, and Jericho/Village Partners, a California general partnership (collectively therein the “Original Developer”) and County entered into that certain agreement entitled *Development Agreement By and Between the County of El Dorado and Village/El Dorado Partners, L.P, a California Limited Partnership Relative to the Development Known as El Dorado Villages Shopping Center* dated December 15, 1998 (“Development Agreement”) recorded on November 29, 2000 as Doc-2000-0060835-00 in the Official Records of Eldorado County, California, for the development of what was then approximately 15.838 acres in Placerville, El Dorado County, California, more particularly described therein and referred to as the “Property”, which Development Agreement is incorporated herein and made by reference a part hereof;

WHEREAS, the Development Agreement is in full force and effect;

WHEREAS, Village/El Dorado Partners, L.P. a California Limited Partnership and Jericho/Village Partners, a California general partnership (therein collectively the “Assignor”) and Safeway entered into an agreement entitled “Assignment and Assumption of Developer’s Rights Under Development Agreement and Agreement” dated May 18, 2001, and recorded on May 18, 2001 as Doc-2001-0029316-00 in the Official Records of El Dorado County, pursuant to which Assignor assigned its interest as Developer under the Development Agreement to Safeway;

WHEREAS, by Grant Deed dated May 7, 2001 recorded on May 18, 2001 as Doc-2001-0029314-00 in the Official Records of El Dorado County and by Grant Deed dated May 7, 2001 recorded on May 18, 2001 as Doc-2001-0029315-00 in the Official Records of El Dorado County, fee title to the Property was transferred to Safeway;

WHEREAS, most of the Property was subsequently subdivided into Parcels 1 through 10 per that Parcel Map Entitled “El Dorado Village” filed for record on July 30, 2003 in Book 48 of Parcel Maps, at page 75, El Dorado County Records;

WHEREAS, by Grant Deed dated August 11, 2003, recorded on August 11, 2003 as Doc-2003-0081827-00 in the Official Records of El Dorado County fee title to Parcels 2 through 10 of Parcel Map Entitled “El Dorado Village” filed for record on July 30, 2003 in Book 48 of Parcel Maps, at page 75, El Dorado County Records, By Certificate of Correction Recorded August 8, 2003 as Document #03-81508 (collectively the “DS Property”) was transferred to Donahue Schriber;

WHEREAS, Safeway and Donahue Schriber entered into an agreement entitled “Assignment and Assumption of Developer’s Rights Under Development Agreement and Agreement” dated August 11, 2003, and recorded on August 11, 2003 as Doc-2003-008183100 in the Official Records of El Dorado County, pursuant to which Safeway assigned its interest as Developer under the Development Agreement to Donahue Schriber only as to the DS Property;

WHEREAS, Safeway is the fee owner of Parcel 1 of that Parcel Map Entitled “El Dorado Village” filed for record on July 30, 2003 in Book 48 of Parcel Maps, at page 75, El Dorado County Records, and has retained the Developer rights under the Development Agreement as to such Parcel 1;

WHEREAS, by Grant Deed executed December 14, 2004 and recorded on June 21, 2005 as Doc-2005-0050318-00 in the Official Records of El Dorado County, Donahue Schriber transferred some property to Safeway to affect a Boundary Line Adjustment between the lands of the parties thereto as set forth therein;

WHEREAS, by Grant Deed dated December 1, 2005, recorded on December 7, 2005 as Doc-2005-0101616-00 in the Official Records of El Dorado County, Safeway transferred to County that portion of Assessor’s Parcel Number 327-130-61-100 described in Exhibit A attached hereto and made a part hereof (the “Right-of-way Portion”) in fee for the purpose of construction of the U.S. Highway 50/Missouri Flat Road Interchange Project;

WHEREAS, County is in the process of relinquishing the right-of-way acquired for the U.S. Highway 50/Missouri Flat Road Interchange Project to the State of California Department of Transportation in accordance with County’s Cooperative Agreement dated January 8, 2002 and as part of that relinquishment is required to clear certain title exceptions on the right-of-way relinquished prior to the State of California accepting the relinquishment;

NOW, THEREFORE, the parties hereto, in consideration of the recitals, terms and conditions herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree and amend the terms of the Development Agreement as follows:

1. Safeway, Donahue Schriber, and County hereby mutually agree that, for the express purpose of allowing County to relinquish the Right-of-way Portion to the State of California Department of Transportation free and clear of title exceptions resulting from the Development Agreement, that the terms and conditions of the Development Agreement shall not apply to the Right-of-way Portion, subject to and conditioned upon the following: (i) that this Amendment applies only to the Right-of-way Portion of Assessor's Parcel Number 327-130-61-100 purchased by the County; and (ii) that all other terms, conditions and obligations of the parties under the Development Agreement shall remain in full force and effect.
2. Notices to County shall be addressed as follows:

County of El Dorado
Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, CA 95667

Attn.: Andrew S. Gaber, P.E.
Deputy Director
Development/ROW/Environmental

or to such other location as County directs.

3. Notices to Safeway shall be addressed as follows:

Safeway Inc.,
5918 Stoneridge Mall Rd
Pleasanton, CA 94588
Attn.: Nor Cal Division Real Estate Dept.
Title: Manager

With a copy to:

Safeway Inc.,
5918 Stoneridge Mall Rd
Pleasanton, CA 94588
Attn.: Real Estate Law
Title: Manager

or to such other location as Safeway directs.

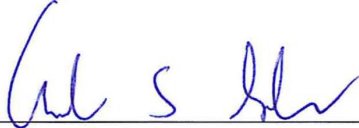
4. Notices to Donahue Schriber shall be addressed as follows:

Donahue Schriber Realty Group LP
200 E. Baker Street, Suite 100
Costa Mesa, CA 92626
Attn.: Asset Management

or to such other location as Donahue Schriber directs.


5. Except as herein amended, all other parts and sections of that certain Development Agreement attached hereto, and as amended, shall remain unchanged and in full force and effect.

Requesting Division and Contract Administrator Concurrence:

By: 
Andrew S. Gaber, P.E.
Deputy Director
Development/ROW/Environmental
Community Development Agency

Dated: 11/10/2014

Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 11/14/14

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

COUNTY OF EL DORADO

By: _____

Dated: _____

Chair, Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

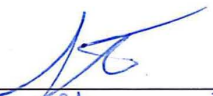
By: _____

Dated: _____

Deputy Clerk
"County"

SAFEWAY INC.


SAFEWAY INC.,
a Delaware corporation

By: 
Name: Steven J. Goyz
Title: Assistant Vice President

Dated: Oct. 22, 2014

By: 
Name: Genevieve Dougherty
Title: Assistant Secretary

Dated: Oct. 22, 2014

Form Approved 
"Safeway"

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

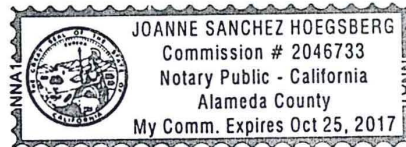
On October 22, 2014, before me, Joanne Sanchez Hoegsberg, Notary Public, personally appeared Steven J. Gouig and Genevieve Dougherty who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature

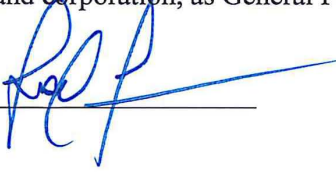
(Seal)



DS PLACERVILLE, LLC, a California limited liability company, and **DONAHUE SCHRIBER ASSET MANAGEMENT CORPORATION**, a Delaware corporation

EACH BY: DONAHUE SCHRIBER REALTY GROUP, L.P.,
a Delaware limited partnership, Manager

By: Donahue Schriber Realty Group, Inc.
a Maryland corporation, as General Partner

By: 
Name: _____
Title: _____

Dated: 10/30/14

By: 
Name: Mark L. Whitfield
Title: Executive Vice President

Dated: 10/31/14

“Donahue Schriber”

Notary Acknowledgment Attached

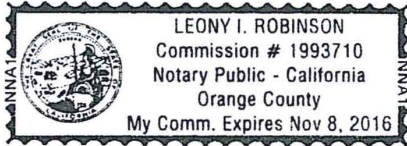
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
 County of ORANGE)

On OCTOBER 30, 2014 before me, LEONY I. ROBINSON - NOTARY PUBLIC,
Date Here Insert Name and Title of Officer

personally appeared SCOTT LAWRENCE,
Name(s) of Signer(s)

who 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.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Leony I. Robinson
 Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Amend. to Dev. Agr. By and Between County of El Dorado & Village/El Dorado Partners, L.P., a California Limited Partnership Relative to the Dev. Known as El Dorado Village

Document Date: October 22, 2014 Number of Pages: _____

Signer(s) Other Than Named Above: _____

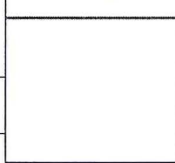
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

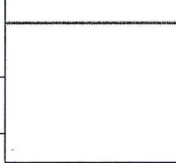


Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of ORANGE)

On OCTOBER 31, 2014 before me, LEONY I. ROBINSON - NOTARY PUBLIC,
Date Here Insert Name and Title of Officer

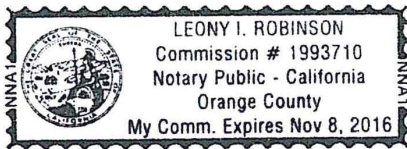
personally appeared MARK L. WHITFIELD
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Leony I. Robinson
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Amend. to Dev. Agr. By and Between County of El Dorado & Village/El Dorado Partners, L.P., a California Limited Partnership Relative to the Dev. Known as El Dorado Village

Document Date: October 22, 2014 Number of Pages: _____

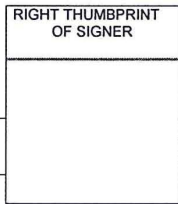
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

