

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1) Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this First Amendment to the same extent as if set forth herein in full.

2) Capitalized Terms. All capitalized terms in this First Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3) Zoning/Land Use. (a) Pursuant to Section 4.3 of the Agreement, zoning of the LE Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City and any re-zoning that is subsequently approved for the LE Property shall allow the LE Property to be developed in accordance with terms and conditions of the Agreement.

(b) To reflect the rezoning of the LESC-2 Parcel, the portion of the Land Use Summary Table attached to the Agreement as Exhibit E-1 solely applicable to the LESC-2 Parcel is hereby deleted and replaced with the following:

Entrada Glen Land Use Summary

Tract	Block	Area (AC)	Use	Units	SF Parking Required*
LESC 2	2A	1.754	Right of Way	n/a	n/a
	2B	1.67	Commercial	tbd at site plan	tbd at site plan
	2C	9.8	Multifamily	Tbd at stie plan	tbd at site plan
Subtotal		13.224			

*Up to 40 parking spaces on Block 2B (Commercial) may be jointly used by Block 2C (Multifamily) in order to meet required parking numbers. The shared parking spaces on Block 2B (Commercial) will be constructed concurrently with the development of the multifamily project on Block 2C.

(c) The map/drawing contained on the Land Use Summary Table attached to the Agreement as Exhibit E-1 is hereby amended to add "Exhibit E-1.1" attached hereto and made a part hereof which is solely applicable to the LESC-2 Parcel.

4) Open Space/Parkland. Open Space and Parkland dedication for all of the Property covered by the Agreement has (or will be) satisfied pursuant to Section 4.11 of the Agreement, therefore, the Parties acknowledge and agree that DD&B shall not be required to dedicate any onsite parkland with respect to the LESC-2 Parcel, but will require a fee-in-lieu per section 15.01.001 (C)(8).