

Exhibit 37

Amendment to Exhibit 1 – Staff Report, page 5, Development Agreement, second bullet. As requested by the applicant, the summarized language in the Staff Report is to be replaced with the exact verbiage used in the DA Section 9.6, Municipal Space Allowance Terms, and shall read as follows:

- The Developer shall enter into a 50-year lease with the City for a municipal space (“Municipal Space”) in the Project at no cost to the City. The lease shall be negotiated and executed prior to issuance of the first certificate of occupancy for the Project and contain the following terms: The Municipal Space shall be not less than 500 rentable square feet of ground floor commercial space at a Project location satisfactory to the City in Building D, E or F. Developer shall build out the following initial interior improvements for the Municipal Space; walls, windows, ceiling, floors, doors, utilities, electrical, cabling and security, paint and trim, and interior fixtures. Materials and finishes shall be consistent with the other commercial spaces in those buildings. The space layout shall be approved by the City. The City shall be responsible for any further tenant improvements. The Municipal Space shall be used, maintained, and operated by the City for any public purpose for the duration of this Agreement. Upon completion of the 8-year duration of the Agreement, the City may continue such use under the provisions stated herein for the remaining term of the lease, or the City may at its discretion assign or sublease all or any portion of the Municipal Space to any other governmental or non-profit entity by providing not less than 60 days written notice to Developer. In the event the City receives rent for such assignment or sublease exceeding the cost of utilities, the City shall pay one-half of such amount to Developer as it is received for the term of the assignment or sublease. The City shall pay utilities for the Municipal Space but shall not pay rent or common area expenses.

