

AMENDMENT I TO AGREEMENT NO. 20-309

This Amendment No. I to Agreement No. 20-309, is dated _____, and is between the County of Fresno, a political subdivision of the State of California ("County") whose address is 2220 Tulare Street, 6th Floor, Fresno, CA 93721, and Habitat for Humanity Fresno, Inc., a California non-profit corporation, whose mailing address is 4991 E. McKinley Suite 123, Fresno, California 93727, ("Borrower").

Recitals

WHEREAS, the County has been designated as a participating jurisdiction to administer and implement the Federal HOME Investment Partnerships ("HOME") Program activities of the County, in accordance with the Federal HOME regulations, and the laws of the State of California; and

WHEREAS, the general purpose of the HOME Program is to strengthen public-private partnerships, and to expand the supply of decent, safe, sanitary, and affordable housing, for low- and moderate-income households; and

WHEREAS, the HOME Program allows for participating jurisdictions to structure their investments as either loans or grants, providing flexibility to best serve their unique community's needs and available resources; and

WHEREAS, on August 18, 2020, the Parties entered into Agreement 20-309 ("Agreement"), whereby \$450,000 in HOME Program funds were made available as a no-interest, deferred payment, development loan ("Loan") to the Borrower to assist with the development of eight (8) single family residences affordable to very-low to low-income households in the community of Riverdale; and

WHEREAS, said Loan required repayment of funds by September 9, 2025 by 1) cash payments from Borrower, or 2) secondary financing security documents in the form of promissory notes and deeds of trust to eligible homebuyers in aggregate of \$450,000, or 3) a combination thereof; and

WHEREAS, after the sale of all eight homes constructed by the Borrower and \$352,935 in secondary financing security documents were issued, the remaining unpaid Loan balance is

1 \$97,065; and

2 WHEREAS, the Borrower has requested the conversion of the remaining balance of their
3 Loan into a grant, so that they may use their cash resources to invest in new housing
4 opportunities in the County of Fresno; and

5 WHEREAS, in the interest of furthering affordable housing goals within the project
6 jurisdiction, the County supports this conversion.

7 The parties therefore agree as follows:

8 1. Section II. Obligations of the County, Subsection A(2), page 5, lines 15 through 21, is
9 deleted in its entirety, and replaced with the following:

10 "2. The County, at its sole discretion, may accept any of the following as repayment
11 of HOME funds disbursed to the Borrower for construction of the Project: a) cash
12 payments from the Borrower; b) secondary financing security documents in the
13 form of promissory notes and deeds of trust to eligible homebuyers in aggregate
14 of Four Hundred Fifty Thousand Dollars (\$450,000); or c) a combination of these
15 security documents and cash payments from the Borrower in aggregate of Four
16 Hundred Fifty Thousand Dollars (\$450,000); or d) in addition to the
17 aforementioned, the Borrower may request forgiveness as described in subsection
18 3 below. The Borrower agrees to sell the homes for the lesser of the appraised
19 value or the maximum sales price allowed by all funders."

20 2. Subsection A(3) is added to Section II. Obligations of the County as follows:

21 "3. The County, at its sole discretion, and upon formal request from the Borrower and
22 consent of the Board of Supervisors, may forgive any remaining outstanding balance,
23 either in full or in part. Borrower is reminded that repayment or forgiveness of the Loan
24 does not eliminate Borrower's obligations to adhere to the terms of the Agreement."

25 3. Section II. Obligations of the County, Subsection C(2), page 6, lines 20 through 26, is
26 deleted in its entirety, and replaced with the following:

27 "2. Deed of Trust: County shall record against the Property a Deed of Trust for the
28 County HOME loan, in a form and content acceptable to the County. The Deed of

1 Trust will be recorded for the purpose of securing repayment of the Four Hundred
2 Fifty Thousand Dollars (\$450,000) loan, and will name the County of Fresno, a
3 political subdivision of the State of California, as beneficiary. Said Deed of Trust
4 will be in second lien position during construction and after construction (unless
5 the County provides written approval for a lesser lien position), until the Note
6 described in this Section II is fully satisfied."

7 4. Both parties agree that this Amendment I may be executed by electronic signature as
8 provided in this section.

9 a. An "electronic signature" means any symbol or process intended by an individual
10 signing this Assignment of Agreement to represent their signature, including but not limited
11 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an
12 electronically scanned and transmitted (for example PDF document) version of an original
13 handwritten signature.

14 b. Each electronic signature affixed or attached to this Assignment of Agreement (1)
15 is deemed equivalent to a valid original handwritten signature of the person signing this
16 Assignment for all purposes, including but not limited to evidentiary proof in any
17 administrative or judicial proceeding, and (2) has the same force and effect as the valid
18 original handwritten signature of that person.

19 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
20 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2,
21 Title 2.5, beginning with section 1633.1).

22 d. Each party using a digital signature represents that it has undertaken and satisfied
23 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) 4
24 through (5), and agrees that each other party may rely upon that representation.

25 e. This Assignment of Agreement is not conditioned upon the parties conducting the
26 transactions under it by electronic means and either party may sign this Assignment of
27 Agreement with an original handwritten signature.

28 5. This Amendment I may be signed in counterparts, each of which is an original, and

1 together constitute this Amendment I.

2 6. The Agreement as amended by this Amendment I is ratified and continued. All provisions
3 of the Agreement not amended by this Amendment I remain in full force and effect.

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1 The parties are signing this Amendment I on the date stated in the introductory clause.

2 HABITAT FOR HUMANITY FRESNO, INC,
3 a California Non-profit Corporation


COUNTY OF FRESNO

4 BY: 
5 Ashley Hedemann, CEO

BY: _____
Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the
County of Fresno

7 Date: 5/14/2025

Date: _____

8 BY: 
9 Jim Tienken, Board President

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

11 Date: 5/14/25

BY: _____
Deputy

18 FUND NO: 0001
19 SUBCLASS NO: 10000
20 ORG NO: 7205
21 ACCOUNT NO: 7885
22 PROJECT NO: AHP2048
23 ACTIVITY CODE: 7219

REMIT TO:

Habitat for Humanity Fresno, Inc.
Attn: Executive Director
4991 E. McKinley, Suite 123
Fresno, CA 93727
Telephone: (559) 237-4102

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26 April 16, 2025