

**A Resolution of the Board of Supervisors of the County of Fresno Approving the Sale of
Seven Tax-Defaulted Properties for the Total Minimum Price of \$27,900.00 to Habitat for
Humanity Fresno, Inc., Authorizing the Chairman to Execute the “Agreement for Non-Profit
Organization to Purchase Tax-Defaulted Property,” and Authorizing the Auditor-
Controller/Treasurer-Tax Collector to Transmit the Agreement to the State Controller for
Approval**

WHEREAS, the Auditor-Controller/Treasurer-Tax Collector (“Tax Collector”) has, under Revenue and Taxation Code section 3691, the power to sell properties that have been tax-defaulted for five or more years in an effort to return these parcels to an active property tax paying status; and

WHEREAS, ordinarily, the Tax Collector sells tax-defaulted properties at a public auction, but Chapter 8 of Part 6 of Division 1 of the California Revenue and Taxation Code (“Chapter 8”) provides that eligible non-profit organizations may object to the sale of tax-defaulted properties by public auction so that they can purchase those properties by agreement for the certain limited purposes allowed by law; and

WHEREAS, those limited purposes for which eligible non-profit organizations may purchase tax-defaulted properties include the following uses such properties for the benefit of low-income persons or families, or dedication to public use: (1) an eligible non-profit organization may purchase tax-defaulted residential property to rehabilitate and sell or rent to or otherwise use the property to service low income persons or families; and (2) an eligible non-profit organization may also purchase tax-defaulted vacant property upon which to construct residential dwellings to sell or rent to low-income persons or families or to dedicate the vacant property to public use; and

WHEREAS, to purchase tax-defaulted property under Chapter 8, an eligible non-profit organization must file a timely written objection to the sale at public auction of specified tax-defaulted property, as well as a written application to purchase that property, before the first newspaper publication to the general public regarding the public auction of tax-defaulted properties; and

WHEREAS, in its written application to purchase tax-defaulted property under Chapter 8,

1 the eligible non-profit organization must state that it will use the property for one of the purposes
2 described above; and

3 WHEREAS, if an eligible non-profit organization satisfies the requirements described
4 above, then the Tax Collector may not sell the specified tax-defaulted property at public auction,
5 but the Board of Supervisors ("Board") may approve a Chapter 8 sale of the tax-defaulted
6 properties to the eligible non-profit organization, subject to conditions imposed by the Board; and

7 WHEREAS, Habitat for Humanity Fresno, Inc. has filed a timely objection and written
8 application to purchase the tax-defaulted properties listed on Exhibit A to this resolution and stated
9 that it will use those properties for the purposes described above;

10 WHEREAS, the Board wishes to impose conditions on the sale to Habitat for Humanity
11 Fresno, Inc., in the form of the "Agreement for Non-Profit Organization to Purchase Tax-Defaulted
12 Property," that is attached as Exhibit B to this resolution; and

13 WHEREAS, the Board further wishes to authorize the Tax Collector to transmit the signed
14 agreement to the State Controller for approval;

15 **NOW, THEREFORE, THE BOARD HEREBY RESOLVES, FINDS, AND ORDERS AS**
16 **FOLLOWS:**

17 1. The recitals above are true and correct.

18 2. The Board hereby approves the sale of the tax-defaulted properties listed in Exhibit
19 A to this resolution by Chapter 8 sale to Habitat for Humanity Fresno, Inc., subject to the
20 provisions of the "Agreement for Non-Profit Organization to Purchase Tax-Defaulted Property" that
21 is attached as Exhibit B to this resolution.

22 3. The Board hereby approves the "Agreement for Non-Profit Organization to
23 Purchase Tax-Defaulted Property" with Habitat for Humanity Fresno, Inc., that is attached as
24 Exhibit B to this resolution, and authorizes the Chairman of the Board to sign that Agreement for
25 the County.

26 4. The Board hereby authorizes the Tax Collector to transmit the Agreement to the
27 State Controller for approval upon signature by the Chairman of the Board.

28 5. The Board further authorizes the Tax Collector to take further actions that are

1 necessary and convenient to carry out the approvals and authorizations under this resolution,
2 including but not limited to publishing notices of the Agreement as required by law and by the
3 Agreement, giving notice of the cost of that publication to Habitat for Humanity Fresno, Inc., giving
4 notice to Habitat for Humanity Fresno, Inc. of an increased purchase price if required by section
5 1.1 of the Agreement, and executing the deeds under the Agreement.

6 6. This resolution is effective immediately upon approval by the Board.

7
8 THE FOREGOING RESOLUTION was passed and adopted by the following vote of the
9 Board of Supervisors of the County of Fresno this 27th day of April, 2021, to wit:

10
11 AYES: Supervisors Brandau, Magsig, Mendes, Pacheco, Quintero

12 NOES: None

13 ABSENT: None

14 ABSTAINED: None

15
16 
17 _____
Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

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

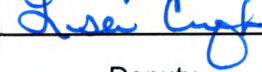
21
22 By:  _____
23 Deputy

Exhibit A
Tax-Defaulted Properties

ITEM #: 207 DEFAULT #: 14-01706 APN: 328-131-29

LEGAL DESCRIPTION: APN 328-131-29 MORE PARTICULARLY DESCRIBED AS
ALL OF THE SOUTH HALF OF LOT 127 OF FRESNO COLONY, ACCORDING TO
THE MAP RECORDED IN BOOK 2, PAGE 8 OF PLATS, FRESNO COUNTY
RECORDS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS A.
THE SOUTH 400 FEET OF THE EAST 106 FEET THEREOF; B. THE SOUTH 200
FEET OF THE WEST 428 FEET THEREOF; C. THE NORTH 160 FEET OF THE
SOUTH 360 FEET OF THE WEST 460 FEET THEREOF; D. THE SOUTH 200 FEET
OF THE WEST 494 FEET THEREOF, EXCEPTING THEREFROM PARCELS D. THE
WEST 428 FEET AND ANY PORTION THEREOF LYING WITHIN THE EAST 166
FEET OF SAID LOT.

SALES PRICE: \$8,500.00

ITEM #: 215 DEFAULT #: 14-01953 APN: 355-071-34

LEGAL DESCRIPTION: APN 355-071-34 MORE PARTICULARLY DESCRIBED AS
PARCEL 1 OF PARCEL MAP NO. P8303 - PM BK.44, PG 29 FRESNO COUNTY
RECORDS IN THE CITY OF PARLIER.

SALES PRICE: \$2,400.00

ITEM #: 216 DEFAULT #: 14-01954 APN: 355-071-35

LEGAL DESCRIPTION: APN 355-071-35 MORE PARTICULARLY DESCRIBED AS
PARCEL 2 OF PARCEL MAP NO. P8303 - PM BK.44, PG 29 FRESNO COUNTY
RECORDS IN THE CITY OF PARLIER.

SALES PRICE: \$2,100.00

Exhibit A
Tax-Defaulted Properties

ITEM #: 221 DEFAULT #: 14-02163 APN: 370-131-07
LEGAL DESCRIPTION: APN 370-131-07 MORE PARTICULARLY DESCRIBED AS
LOT 8 OF BERGEN TRACT, IN THE COUNTY OF FRESNO, SATATE OF
CALIFORINIA, ACCORDING TO THE MA THEREOF RECORDED IN BK 13, PG 77
OF PLATS, FRESNO COUNTY RECORDS IN THE CITY OF REEDLEY.
SALES PRICE: \$3,400.00

ITEM #: 256 DEFAULT #: 14-03520 APN: 443-113-07
LEGAL DESCRIPTION: APN 443-113-07 MORE PARTICULARLY DESCRIBED AS
THE SOUTH 120 FEET OF THE WEST HALF OF LOT 14 OF GARDEN VILLA,
ACCORDING TO THE MAP RECORDED IN BOOK 7, PAGE 99 OF PLATS,
RECORDS OF SAID COUNTY IN THE CITY OF FRESNO.
SALES PRICE: \$8,100.00

ITEM #: 277 DEFAULT #: 14-04360 APN: 465-251-05
LEGAL DESCRIPTION: APN 465-251-05 MORE PARTICULARLY DESCRIBED AS
LOTS 5 AND 6, IN BLOCK 55 OF KEARNEY BOULEVARD HEIGHTS, IN THE
COUNTY OF FRESNO, STATE OF CALIFORNIA, AS PER MAP THEREOF
RECORDED IN BOOK 5 PAGE 59 OF RECORD OF SURVEYS, FRESNO COUNTY
SALES PRICE: \$1,900.00

Exhibit A
Tax-Defaulted Properties

ITEM #: 294 DEFAULT #: 14-04615 APN: 477-123-06

LEGAL DESCRIPTION: APN 477-123-06 MORE PARTICULARLY DESCRIBED AS
THAT PORTION OF LOT 17 OF THE CALIFORNIA HEIGHTS ACCORDING TO THE
MAP THEREOF RECORDED IN BOOK 12, PAGE 51 OF PLATS, FRESNO COUNTY
RECORDS, DESCRIBED AS FOLLOWS; WEST HALF OF THE NORTH 135 FEET OF
LOT 17 OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MOUNT
DIABLO BASE AND MERIDIAN. EXCEPTIN THEREFROM THE SOUTH 15 FEET. IN
THE CITY OF FRESNO.

SALES PRICE: \$1,500.00

**AGREEMENT FOR NON-PROFIT ORGANIZATION TO
PURCHASE TAX-DEFAULTED PROPERTY**

This Agreement for Non-Profit Organization to Purchase Tax Defaulted Property (“**Agreement**”) is dated _____ and is between Habitat for Humanity Fresno, Inc., a California nonprofit public benefit corporation (“**Purchaser**”), and the County of Fresno, a political subdivision of the State of California (“**Seller**”).

Recitals

A. The Purchaser represents that it is incorporated for at least one of the purposes specified in Revenue and Taxation Code section 3772.5, subdivision (b). The Purchaser’s “Articles of Incorporation of Habitat for Humanity Fresno, Inc.,” filed with the Secretary of State of the State of California on July 24, 1985, a copy of which is attached as Exhibit A to this Agreement (“**Articles of Incorporation**”), state that the Purchaser “is organized exclusively for religious and charitable purposes,” including “to share with our neighbors in this community who are in need of decent housing.” The Purchaser represents, in its January 27, 2021 letter to the Seller’s Auditor-Controller/Treasurer-Tax Collector, that it wishes to acquire properties “to either renovate existing properties or develop vacant land into single family or multifamily dwellings for sale to low-income residents of our community.”

B. The real property identified in Exhibit B to this Agreement, titled “Property List,” is tax-defaulted and subject to the power of sale by the Seller’s Auditor-Controller/Treasurer-Tax Collector (“**Tax Collector**”) for the nonpayment of taxes (each a “**Subject Property**” and collectively the “**Subject Properties**”).

C. The Purchaser wishes to purchase the Subject Properties under Revenue and Taxation Code, Division 1, Part 6, Chapter 8 (beginning with section 3771) (“**Chapter 8**”), under the provisions of this Agreement, and at the prices stated in Exhibit B to this Agreement, which were determined according to Revenue and Taxation Code section 3793.1, subdivision (a).

The parties therefore agree as follows:

Article 1

Purchase and Sale

1.1 **Purchase Price.** The Purchaser agrees to pay, and the Seller agrees to receive, as payment for the purchase of the Subject Properties, \$27,900.00, which is the sum of the amounts shown in Exhibit B to this Agreement ("**Purchase Price**"). The Purchase Price is calculated according to an Effective Date, as that term is defined below, in the month of July, 2021. If the Effective Date occurs in a later month, the Purchase Price will increase to include all redemption penalties and fees incurred through the month of the sale, as required by Revenue and Taxation Code section 3793.1, subdivision (a)(2). If any Subject Property is redeemed before the date of payment under section 1.4 of this Agreement, the amount of the Purchase Price is reduced by the amount for that Subject Property as shown in Exhibit B to this Agreement.

1.2 **Approval by State Controller, Notice, and Effective Date.**

(A) The parties acknowledge that Revenue and Taxation Code section 3795 requires this Agreement to be submitted to and approved and signed by the California State Controller ("**State Controller**") before it becomes effective. Upon approval of this Agreement by both parties, the Tax Collector will submit the signed agreement to the State Controller for approval.

(B) The parties further acknowledge that, under Revenue and Taxation Code section 3796, after approval of this Agreement by the State Controller, the State Controller will then direct the Tax Collector to cause notice of this Agreement to be given, and that, under Revenue and Taxation Code section 3798, the notice of this Agreement must be published for once a week for three successive weeks in a newspaper of general circulation published in Fresno County. Upon direction from the State Controller, the Tax Collector will give notice of this Agreement under Chapter 8.

(C) Under Revenue and Taxation Code section 3802, this Agreement is not effective until 5:01 p.m. on the 21st day after the first publication of the notice of this Agreement under Revenue and Taxation Code section 3798, and no earlier than 60 days after the date that this Agreement is signed by the Seller ("**Effective Date**").

1.3 **Cost of Giving Notice.** Under Revenue and Taxation Code section 3800, the actual cost of giving notice of this Agreement under Chapter 8 ("**Notice Cost**") shall be paid by the Purchaser. The Tax Collector shall inform the Purchaser in writing of the amount of the Notice Cost.

1.4 **Payment and Deed.** Within 14 days after the Effective Date, the Purchaser shall pay the Purchase Price and the Notice Cost in cash or certified funds payable to "Fresno County Tax Collector." Upon receipt of the Purchase Price and the Notice Cost by the Tax Collector, the Tax Collector shall, for each Subject Property, execute and record a deed conveying the title to each Subject Property to the Purchaser. Exhibit C to this Agreement, titled "Forms of Deeds," includes the forms of the deeds that the Tax Collector will use.

1.5 **Single Transaction.** The Seller is selling the Subject Properties to the Purchaser in a single transaction in consideration of the Seller's receipt of the Purchase Price.

1.6 **Costs and Expenses.** In addition to the Purchase Price, the Purchaser is solely responsible to pay all costs and expenses related to its purchase of the Subject Properties under this Agreement, including but not limited to the cost of surveys, title reports, environmental reports, and any other research and investigation of the Subject Properties; the cost of any proceeding to obtain a clear title to any Subject Property; and the expenses incurred in the payment, compromise, or other method of removal of any liens or adverse claims against the Subject Properties.

1.7 **Real Property Taxes.** The Purchase Price does not include secured property taxes on the Subject Properties for Fiscal Year 2021-22, nor any supplemental property taxes that may be billed in the future based on this transaction. The Purchaser is solely responsible for

1 payment in full of the Fiscal Year 2021-22 secured property taxes and any supplemental
2 property taxes on the Subject Properties.

3 **Article 2**

4 **Use of Property**

5 2.1 **Low-Income Persons Defined.** “Low-income persons” means persons and families
6 of low or moderate income, as defined by section 50093 of the Health and Safety Code. The
7 provisions of this section shall be specified in the deeds of the Subject Properties to the
8 Purchaser.

9 2.2 **Residential Property.** For Subject Properties that are residential property, the
10 Purchaser shall rehabilitate and sell or rent to, or otherwise use the property to serve, low-
11 income persons. The provisions of this section shall be specified in the deeds of the Subject
12 Properties to the Purchaser.

13 2.3 **Vacant Property.** For Subject Properties that are vacant property, the Purchaser
14 shall construct residential dwellings on the property and sell or rent the property to low-income
15 persons, otherwise use the property to serve low-income persons, or dedicate the vacant
16 property to public use. The provisions of this section shall be specified in the deeds of the
17 Subject Properties to the Purchaser.

18 2.4 **Use by Low-Income Persons.** The Subject Properties may not be transferred, sold,
19 leased, rented, or made use of by persons who do not qualify as low-income persons. The
20 provisions of this section shall be specified in the deeds of the Subject Properties to the
21 Purchaser.

22 2.5 **Plan Compliance.** For each Subject Property, the Purchaser shall comply with the
23 consolidated plan or community development plan of the jurisdiction where the Subject Property
24 is located. The provisions of this section shall be specified in the deeds of the Subject
25 Properties to the Purchaser.
26

2.6 **Non-Discrimination.** The Purchaser shall not discriminate in the selection of low-income persons because of color, race, creed, national origin, religion, gender, sexual orientation, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000D), the Americans with Disabilities Act (42 U.S.C. Section 12131 et seq.), and all other applicable laws and regulations prohibiting discrimination. The provisions of this section shall be specified in the deeds of the Subject Properties to the Purchaser.

Article 3

Condition of Title and Property

3.1 **No Seller Representations or Warranties.** The Seller makes no representation or warranty, express or implied, concerning the condition of title to the Subject Properties. The Seller makes no representation or warranty, express or implied, concerning the physical condition of the Subject Properties. The Seller assumes no liability for any other possible liens, encumbrances, or easements, recorded or not recorded, on the Subject Properties. The Purchaser expressly acknowledges that does not rely upon any statements of the Seller concerning the title to or the condition of the Subject Properties and is purchasing the Subject Properties in “as is” condition. The Seller is solely responsible to research and investigate thoroughly the condition of the Subject Properties.

3.2 **Environmental Condition of Property.** The Seller makes no representation regarding the presence or absence of hazardous materials on the Subject Properties. The Seller expressly disclaims any apparent representations regarding the presence or absence of hazardous materials on the Subject Properties. The Seller does not assume any responsibility for, and makes no representations that the Subject Properties are in compliance with, federal, state, or local laws governing hazardous materials on the Subject Properties. The Seller in no way assumes any responsibility, implied or otherwise, for any costs or liability of any kind imposed upon or voluntarily assumed by the Purchaser or any other owner to remediate, clean

up, or otherwise bring into compliance according to federal, state, or local environmental laws property purchased. The Purchaser is solely responsible to research and investigate the condition of the Subject Properties before purchasing them.

3.3 **CERCLA.** The Purchaser acknowledges that the United States Code, Title 42, Section 9601(20)(d), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) expressly excludes local and state governments, such as the Seller, from cleanup liability for properties they acquire as a result of tax delinquencies. Notwithstanding that exclusion, the Purchaser shall defend, indemnify, and hold harmless the Seller, its Board of Supervisors, officers, employees, agents, and volunteers against all claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by the Seller, including but not limited to allegations that the Seller or the Seller's Board of Supervisors, officers, agents, employees, or volunteers are liable for costs or other charges related to the remediation, clean up, or other work necessary to bring any of the Subject Properties into compliance with federal, state, or local environmental laws.

3.4 **No Liability of Seller for Known or Unknown Conditions.** The Purchaser agrees that the Seller and its employees are not liable, and Purchaser releases Seller and its employees from liability, for any known or unknown conditions of the Subject Properties to the same extent that Seller and its employees would not be liable for any known or unknown conditions of the Subject Properties under Revenue and Taxation Code section 3692.3 if the Subject Properties were sold at a sale under Revenue and Taxation Code, Division 1, Part 6, Chapter 7 (beginning with section 3691).

Article 4

Default and Breach

4.1 The Purchaser shall fully comply with the provisions of this Agreement. Events of default include:

1 (A) Any violation of the provisions of this Agreement;

2 (B) Transfer or lease of any Subject Property to a person who does not qualify as a
3 low-income person as defined in Health and Safety Code section 50093.

4 4.2 If the Purchaser is in default, the Seller will give written notice of default to the
5 Purchaser specifying the event of default. The Purchaser must commence to cure, correct, or
6 remedy the default within five days after receiving the notice of default and must fully cure,
7 correct, or remedy the default within 30 days after receiving the notice of default. If the
8 Purchaser does not cure the default, the Purchaser shall take one of the following actions:

9 (A) Transfer the affected Subject Property to a different nonprofit organization that
10 qualifies under Revenue and Taxation Code section 3772.5 and that is consented to in
11 writing by the Seller.

12 (B) Transfer the affected Subject Property to the Seller at the sole discretion of the
13 Seller.

14 (C) At the sole discretion of the Seller, the Seller may permit the Purchaser to sell the
15 affected Subject Property for costs incurred to a new Purchaser (including a for-profit
16 entity) that agrees to continue the completion of the rehabilitation or construction of
17 residential dwellings on the affected Subject Property to low-income person as provided
18 in this Agreement.

19 4.3 If there is a transfer of any Subject Property as a result of a failure to cure a default,
20 the Purchaser is deemed to relinquish any claim to the affected Subject Property without any
21 compensation or refund. The Purchaser is solely responsible pay all costs required to cure a
22 default including the transfer of any Subject Property.

23 4.4 In addition to any other rights or remedies, the Seller may institute legal action to
24 cure, correct, or remedy any default, to recover damages for any default, or to obtain any other
25 remedy consistent with the purpose of this Agreement. Such legal action must be instituted in
26 the Superior Court of Fresno County.

Article 5

Redemption or Void or Incomplete Purchase

5.1 **Redemption.** If any Subject Property is redeemed before the Effective Date, this Agreement is null and void as to that property but remains in full force and effect for every remaining Subject Property.

5.2 **Void or Incomplete Purchase.** This agreement shall become null and void and the right of redemption restored upon the failure of the Purchaser to comply with the terms and conditions of this agreement prior to the tax deed recordation. The Purchaser will be required to reimburse the Tax Collector for the costs for producing notice, publication, and actual costs incurred for preparing and conducting the Chapter 8 agreement sale if these expenses have already been incurred.

Article 6

Indemnity

6.1 The Purchaser shall defend, indemnify, and hold harmless the Seller, its Board of Supervisors, officers, employees, agents, and volunteers against all claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by the Seller, including but not limited to any challenge to the validity of the sale of the Subject Properties under this Agreement.

Article 7

Notices

7.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the Seller:
Tax Collector
County of Fresno
2281 Tulare Street, Room 105
Fresno, California 93721

taxcollectorwebmail@fresnocountyca.gov
Fax: (559) 600-1449

For the Purchaser:

Ashley Hedemann, Interim CEO
Habitat for Humanity Fresno, Inc.
4491 East McKinley Avenue, Suite 123
Fresno, California 93727
Fax: 559-456-9192

7.2 Change of Contact Information. Either party may change the information in section 7.1 by giving notice as provided in section 7.3.

7.3 Method of Delivery. All notices between the County and the Contractor provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

7.4 Claims Presentation. For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation

requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 8

General Terms

8.1 **Modification.** This Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties.

8.2 **Non-Assignment.** Neither party may assign rights or delegate its obligations under this Agreement without the prior written consent of the other party.

8.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

8.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Purchaser consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in the Fresno County Superior Court.

8.5 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

8.6 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

8.7 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

1 8.8 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
2 between the Purchaser and the Seller with respect to the subject matter of this Agreement, and
3 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
4 publications, and understandings of any nature unless those things are expressly included in
5 this Agreement. If there is any inconsistency between the terms of this Agreement without its
6 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
7 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
8 exhibits.

9 8.9 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
10 create any rights or obligations for any person or entity except for the parties.

11 8.10 **Authorized Signature.** The Purchaser represents and warrants to the Seller that:

12 (A) The Purchaser is duly authorized and empowered to sign and perform its
13 obligations under this Agreement.

14 (B) The individuals signing this Agreement on behalf of the Purchaser are duly
15 authorized to do so and their signatures on this Agreement legally bind the Purchaser to
16 the terms of this Agreement.

17 8.11 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
18 original, and all of which together constitute this Agreement.

19 [SIGNATURE PAGE FOLLOWS]
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Exhibit B

The parties are signing this Agreement on the date stated in the introductory clause.

HABITAT FOR HUMANITY FRESNO, INC. COUNTY OF FRESNO

Charles Fuller, Board President

Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

Torin Blount, Interim CEO

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

4491 East McKinley Avenue, Suite 123
Fresno, California 93727

By: _____
Deputy

Pursuant to the provisions of California Revenue and Taxation Code section 3795, the foregoing agreement is approved.

Dated: _____

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By: _____

For accounting use only:

Org No.:
Account No.: 1435
Fund No.: 2025
Subclass No.: 30650

EXHIBIT A

ok J.H.
PPAY

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1281317

FILED

In the office of the Secretary of State
of the State of California

JUL 24 1985

MARCH FONG EU, Secretary of State

By Maryann M. Maglach
Deputy

ARTICLES OF INCORPORATION OF
HABITAT FOR HUMANITY FRESNO, INC.

One: The name of the corporation is HABITAT FOR
HUMANITY FRESNO, INC.

Two: This corporation is a nonprofit public benefit
corporation and is not organized for the private gain of any person.
It is organized under the Nonprofit Public Benefit Corporation Law
for charitable purposes.

This corporation is organized exclusively for religious
and charitable purposes within the meaning of Section 501(c)(3) of
the Internal Revenue Code of 1954 or the corresponding provision
of any future United States internal revenue law. Notwithstanding
any other provision of these articles, this corporation shall not,
except to an insubstantial degree, engage in any activities or
exercise any powers that are not in furtherance of the purposes of
this corporation, and the corporation shall not carry on any other
activities not permitted to be carried on (a) by a corporation
exempt from federal income tax under Section 501(c)(3) of the
Internal Revenue Code of 1954 or the corresponding provision of
any future United States internal revenue law, or (b) by a corpora-
tion, contributions to which are deductible under Section 170(c)(2)
of the Internal Revenue Code of 1954 or the corresponding provision
of any future United States internal revenue law. This corporation

recognizes and affirms its purpose as witness to the Christian gospel shown through the life of Jesus Christ. This will be evidenced through working together, as representatives of God's love and the love of humankind, to share with our neighbors in this community who are in need of decent housing.

Three: The name and address in California of the corporation's initial agent for service of process is:

DOLPH RUSCHHAUPT
3242 East Garrett
Fresno, California 93706

Four:

(a) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.

(b) All corporate property is irrevocably dedicated to the purposes set forth in Article Two, above. No part of the net earnings of this corporation shall inure to the benefit of any of its directors, trustees, officers, private shareholders or members, or to individuals.

(c) On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining assets of this corporation shall be distributed to

such organization (or organizations) organized and operated exclusively for religious and charitable purposes which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States internal revenue law).

DATED: July 22, 1985.


JACALYN J. HOLMES

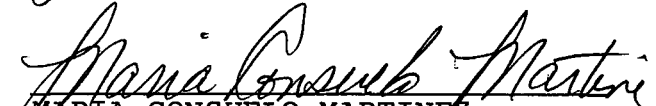

MARIA CONSUELO MARTINEZ


DOLPH W. RUSCHHAUPT


KENNETH J. FRANSEN

We hereby declare that we are the persons who
executed the foregoing Articles of Incorporation, which
execution is our act and deed.


JACALYN J. HOLMES


MARIA CONSUELO MARTINEZ


DOLPH W. RUSCHHAUPT


KENNETH J. FRANSEN

FRESNO COUNTY AUDITOR-CONTROLLER/TREASURER
TAX COLLECTOR
HABITAT FOR HUMANITY GREATER FRESNO AREA
CHAPTER 8 TAX SALE – PARCEL DESCRIPTION

ITEM #: 207 DEFAULT #: 14-01706 APN: 328-131-29
LEGAL DESCRIPTION: APN 328-131-29 MORE PARTICULARLY DESCRIBED AS
ALL OF THE SOUTH HALF OF LOT 127 OF FRESNO COLONY, ACCORDING TO
THE MAP RECORDED IN BOOK 2, PAGE 8 OF PLATS, FRESNO COUNTY
RECORDS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS A.
THE SOUTH 400 FEET OF THE EAST 106 FEET THEREOF; B. THE SOUTH 200 FEET
OF THE WEST 428 FEET THEREOF; C. THE NORTH 160 FEET OF THE SOUTH 360
FEET OF THE WEST 460 FEET THEREOF; D. THE SOUTH 200 FEET OF THE WEST
494 FEET THEREOF, EXCEPTING THEREFROM PARCEL D. THE WEST 428 FEET
AND ANY PORTION THEREOF LYING WITHIN THE EAST 166 FEET OF SAID LOT.
SALES PRICE: \$8,500.00

ITEM #: 215 DEFAULT #: 14-01953 APN: 355-071-34
LEGAL DESCRIPTION: APN 355-071-34 MORE PARTICULARLY DESCRIBED AS
PARCEL 1 OF PARCEL MAP NO. P8303 - PM BK.44, PG 29 FRESNO COUNTY
RECORDS IN THE CITY OF PARLIER.
SALES PRICE: \$2,400.00

ITEM #: 216 DEFAULT #: 14-01954 APN: 355-071-35
LEGAL DESCRIPTION: APN 355-071-35 MORE PARTICULARLY DESCRIBED AS
PARCEL 2 OF PARCEL MAP NO. P8303 - PM BK.44, PG 29 FRESNO COUNTY
RECORDS IN THE CITY OF PARLIER.
SALES PRICE: \$2,100.00

ITEM #: 221 DEFAULT #: 14-02163 APN: 370-131-07
LEGAL DESCRIPTION: APN 370-131-07 MORE PARTICULARLY DESCRIBED AS
LOT 8 OF BERGEN TRACT, IN THE COUNTY OF FRESNO, STATE OF
CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BK 13, PG 77
OF PLATS, FRESNO COUNTY RECORDS IN THE CITY OF REEDLEY.
SALES PRICE: \$3,400.00

ITEM #: 256 DEFAULT #: 14-03520 APN: 443-113-07
LEGAL DESCRIPTION: APN 443-113-07 MORE PARTICULARLY DESCRIBED AS
THE SOUTH 120 FEET OF THE WEST HALF OF LOT 14 OF GARDEN VILLA,
ACCORDING TO THE MAP RECORDED IN BOOK 7, PAGE 99 OF PLATS, RECORDS
OF SAID COUNTY IN THE CITY OF FRESNO.
SALES PRICE: \$8,100.00

FRESNO COUNTY AUDITOR-CONTROLLER/TREASURER
TAX COLLECTOR
HABITAT FOR HUMANITY GREATER FRESNO AREA
CHAPTER 8 TAX SALE – PARCEL DESCRIPTION

ITEM #: 277 DEFAULT #: 14-04360 APN: 465-251-05
LEGAL DESCRIPTION: APN 465-251-05 MORE PARTICULARLY DESCRIBED AS
LOTS 5 AND 6, IN BLOCK 55 OF KEARNEY BOULEVARD HEIGHTS, IN THE
COUNTY OF FRESNO, STATE OF CALIFORNIA, AS PER MAP THEREOF
RECORDED IN BOOK 5 PAGE 59 OF RECORD OF SURVEYS, FRESNO COUNTY
SALES PRICE: \$1,900.00

ITEM #: 294 DEFAULT #: 14-04615 APN: 477-123-06
LEGAL DESCRIPTION: APN 477-123-06 MORE PARTICULARLY DESCRIBED AS
THAT PORTION OF LOT 17 OF THE CALIFORNIA HEIGHTS ACCORDING TO THE
MAP THEREOF RECORDED IN BOOK 12, PAGE 51 OF PLATS, FRESNO COUNTY
RECORDS, DESCRIBED AS FOLLOWS; WEST HALF OF THE NORTH 135 FEET OF
LOT 17 OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MOUNT DIABLO
BASE AND MERIDIAN. EXCEPTIN THEREFROM THE SOUTH 15 FEET. IN THE
CITY OF FRESNO.
SALES PRICE: \$1,500.00