



COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

October 11, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 October 11, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

AGREEMENT TO PURCHASE
"TAX DEFAULTED SUBJECT TO POWER TO SELL" PROPERTY
SUPERVISORIAL DISTRICT 2 - AGREEMENT 2658
(3 VOTES)

SUBJECT

The Habitat for Humanity of Greater Los Angeles is seeking to buy one (1) tax-defaulted property through the Chapter 8 Agreement sale process. The Chapter 8 Agreement sale is designed to allow eligible government agencies and non-profit organizations the opportunity to buy tax-defaulted property for a qualifying public purpose or benefit. The Habitat for Humanity of Greater Los Angeles intends to utilize the property to construct and sell three new units of affordable housing to low income first time buyers.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Mayor to sign the Purchase Agreement Number 2658 of "Tax Defaulted Subject to Power to Sell" property being acquired by the Habitat for Humanity of Greater Los Angeles (non-profit organization) pursuant to the Revenue and Taxation Code, with revenue to be provided to recover a portion, if not all, of back property taxes, penalties, and costs on the delinquent parcel and any remaining tax balance to be cancelled from the existing tax roll and approve publication of the Purchase Agreement of "Tax Defaulted Subject to Power to Sell" property.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The property described in the agreement may be sold in accordance with the provisions of Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code and with the policy adopted by Board action on November 24, 1970. Exhibit "A" attached to the Agreement, indicates the legal description and selling price of the parcel.

Upon approval, the attached agreement is to be signed by the Mayor and returned to the Tax Collector for transmittal to the State Controller for further approval. County Counsel has approved the agreement as to form.

The Chapter 8 Agreement sale procedure permits eligible government agencies and non-profit organizations to acquire "Tax Defaulted Subject to Power to Sell" property without the necessity of a public auction. The property described in this letter will be acquired by one (1) non-profit organization. The agreement is with the Habitat for Humanity of Greater Los Angeles, which intends to utilize the property to construct and sell three new units of affordable housing to low income first time buyers.

Implementation of Strategic Plan Goals

Approval of the agreement is in accordance with the Countywide Strategic Plan Goals of Fiscal Responsibility and Collaboration Across Jurisdictional Boundaries. Delinquent property taxes and costs are recovered, and the limited-use parcel is identified for appropriate public purpose.

FISCAL IMPACT/FINANCING

Revenue will be provided to the County for apportionment among the affected taxing agencies, which will recover a portion, if not all, of back property taxes, penalties, and costs on the delinquent parcel. Any remaining tax balance will be cancelled from the existing tax roll.

Existing appropriation is available in the Treasurer and Tax Collector's budget for publication costs. Publishing, in accordance with Section 3798 of the Revenue and Taxation Code, is the most cost-effective method of giving adequate notification to parties of interest.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Chapter 8 Agreement sale procedure permits eligible public agencies and non profit organizations to acquire "Tax Defaulted Subject to Power to Sell" property pursuant to Section 3791, et seq., of the Revenue and Taxation Code.

Attachment "A" is a summary of the agency's purchase. This attachment indicates the affected Supervisorial District and the public use for which the property is being acquired. County Counsel has approved the agreement as to form. Attached to the agreement is the Assessor's parcel map showing the dimensions and general location of the affected parcel.

Efforts will be made to contact the owners and parties of interest to inform them of their tax liabilities and the provisions for the redemption of the property pursuant to Section 3799 of the Revenue and Taxation Code.

Section 3798 of the Revenue and Taxation Code mandates notice of agreements to be published once a week for three (3) consecutive weeks in a newspaper of general circulation published in the County.

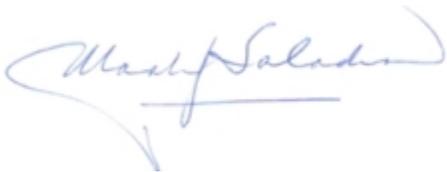
IMPACT ON CURRENT SERVICES (OR PROJECTS)

No impact.

CONCLUSION

Upon approval of the attached agreement forms, the Department of Treasurer and Tax Collector will need all original documents returned for submission to the State Controller, as the State Controller's Office has the final approval of this and all Chapter 8 Agreements.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Mark J. Saladino", with a horizontal line underneath.

MARK J. SALADINO
Treasurer and Tax Collector

MJS:DJD:af

Enclosures

c: Assessor
Chief Executive Officer
Auditor-Controller
County Counsel
Executive Officer, Board of Supervisors

**SUMMARY OF PUBLIC AGENCY'S PURCHASE
SECOND SUPERVISORIAL DISTRICT**

AGREEMENT NUMBER 2658

AGENCY

Habitat for Humanity of Greater Los Angeles
Non-Profit Organization

Selling price of this parcel
shall be \$57,249.91

The Non-Profit Organization intends
to utilize this property to construct
and sell three new units of
affordable housing to low income
first time buyers.

SUPERVISORIAL
DISTRICT

2ND

LOCATION

CITY OF LYNWOOD

PARCEL
NUMBER

6168-011-011

MINIMUM
BID

\$ 57,249.91

AGREEMENT NUMBER 2658

HABITAT FOR HUMANITY OF GREATER LOS ANGELES

SECOND SUPERVISORIAL DISTRICT



Habitat
for Humanity®
Greater Los Angeles

Building
houses,
building
hope

June 18, 2009

County of Los Angeles Treasurer and Tax Collector
Kenneth Hahn Hall of Administration
225 North Hill Street, Room 130
PO Box 512102
Los Angeles, CA 90051-0102

DISTRICT	LOCATION	AGREEMENT
2	City of Lynwood	2658

Dear County of Los Angeles Treasurer and Tax Collector:

Subject: Tax default property 6168-011-011 – Magnolia Ave in Lynwood

Habitat for Humanity of Greater Los Angeles is a non-profit affordable housing developer that has built and rehabilitated over 300 homes in the Los Angeles Area that were all sold to low income first time homebuyers.

Habitat for Humanity of Greater Los Angeles would like to submit a bid for \$44,600 to purchase the tax defaulted property 6168-011-011 – Magnolia Ave in Lynwood.

The property is currently a vacant parcel, and we are proposing to partner with the City of Lynwood to build three new units of affordable housing on the site. Each unit will be sold to a low income first time buyer as defined by section 50093 of the Health and Safety Code at a price affordable to a low income buyer. Additionally we are proposing that the property carry a 45-year resale restriction in accordance with the Health and Safety Code.

We greatly appreciate your consideration. Please call me if you require any additional information (310) 821-7631

Sincerely,

Robert Dwelle

17700 South Figueroa St.
Gardena, CA 90248
310/323-4663
Fax 310/323-0789
www.habitatla.org

received
6-22-09

S. Pedraza

Application to Purchase Tax-Defaulted Property from County

This application is to be completed by eligible purchasing entities to commence purchase of tax-defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Please complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization: HABITAT FOR HUMANITY OF GREATER LOS ANGELES
2. Corporate Structure – check the appropriate box below and provide corresponding information:
 - Nonprofit – provide Articles of Incorporation
 - Public Agency – provide mission statement (If redevelopment agency, also provide agency survey map)

B. Purchasing Information

Determine which category the parcel falls under and then check the appropriate box as it relates to the purchasing entity's corporate structure and the intended use of the parcel:

Category A: Parcel is currently scheduled for a Chapter 7 tax sale

- No Purchase – State / county / taxing agency registering objection to preserve lien only
- Purchase by State / county / tax agency / revenue district / redevelopment agency / special district to preserve its lien
- Purchase by State / county / tax agency / revenue district / redevelopment agency / special district for public purpose
- Purchase by nonprofit for low-income housing or to preserve open space

Category B: Parcel is *not* currently scheduled for a Chapter 7 tax sale

- Purchase by State / county / taxing agency / revenue district / redevelopment agency / special district for public purpose
- Purchase by nonprofit to use parcel(s) for low-income housing or to preserve open space

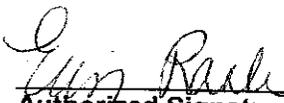
C. Property Detail

Provide the following information. If more space is needed for any of the criteria, consolidate the information into a separate "Exhibit" document and attach accordingly:

1. County where the parcel(s) is located: LOS ANGELES
2. List each parcel by Assessor's Parcel Number: 6168-011-011
3. State the purpose and intended use for each parcel: AFFORDABLE HOUSING DEVELOPMENT

D. Acknowledgement Detail

Provide the signature of the purchasing entity's authorized officer


Authorized Signature

PRESIDENT AND CEO
Title

5/11/11
Date



JUN 21 2011

Celebrating More Than 20 Years of Building Hope, Lives & Communities

Corporate Resolution

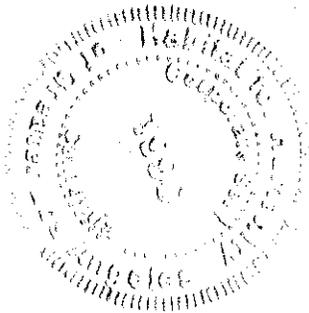
Acquisition of the Tax Defaulted Property on Magnolia Ave in Lynwood
AIN 6168-011-011

Now therefore let it be resolved, that the Board of Directors of Habitat for Humanity of Greater Los Angeles, authorizes staff to pursue the purchase of the tax defaulted vacant property in the City of Lynwood on Magnolia Ave – AIN – 6168-011-011 for development as a for-sale affordable housing development.

I hereby certify this resolution was adopted by the board of directors of Habitat for Humanity of Greater Los Angeles on the 31st day of May, 2011.

A handwritten signature in cursive script that reads "Ron Frank".

Name: Ron Frank, Secretary



6168

11 SHEET

P.A. 455-225

TRA 6081 6088

REVISED 200008260403001-12 201106140203001-12

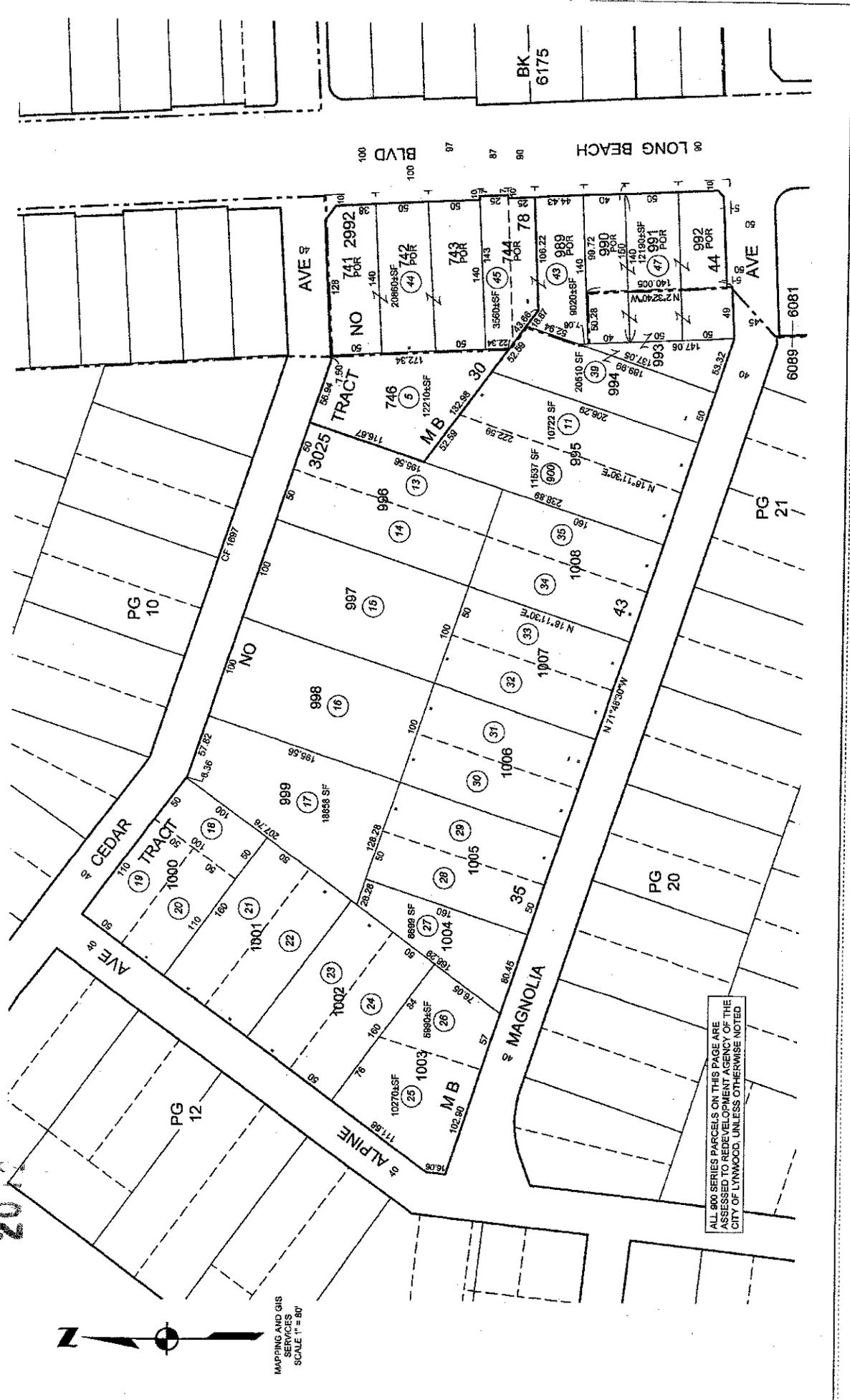
SEARCH NO

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2018



MAPPING AND GIS SERVICES SCALE 1" = 80'



ALL 900 SERIES PARCELS ON THIS PAGE ARE ASSESSED TO REDEVELOPMENT AGENCY OF THE CITY OF LYNNWOOD, UNLESS OTHERWISE NOTED

RECORDING REQUESTED BY AND
AFTER RECORDATION, MAIL TO:

TREASURER AND TAX COLECTOR
COUNTY OF LOS ANGELES
225 N HILL STREET, ROOM 130
LOS ANGELES, CA 90012



(Space above Line for Recorder's use)

**AGREEMENT FOR SALE AND PURCHASE OF TAX DEFAULTED REAL
PROPERTY AND COVENANTS, CONDITIONS, AND RESTRICTIONS
(APN 6168-011-011)**

SEE: TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY
(APN 6168-011-011)

This Agreement by and between the Board of Supervisors of the County of Los Angeles ("Seller") and Habitat for Humanity of Greater Los Angeles, a nonprofit corporation organized in accordance with provisions of California law ("Purchaser"), is made effective as of October 11, 2011.

WHEREAS, as set forth in Purchaser's Articles of Incorporation (Exhibit A) of this Agreement, Purchaser is organized and existing for the purpose of acquiring residential dwellings to rehabilitate or vacant property to develop, and sell or rent to Low-Income Persons.

WHEREAS, the Seller is interested in selling tax defaulted real properties to qualified nonprofits for the development of affordable housing for Low-Income Persons.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. A list of definitions of terms used in this Agreement is attached hereto as Exhibit B.
2. Subject to approval by the California State Controller and the Los Angeles County Board of Supervisors and subject to termination of redemption rights under Section 3803 of the California Revenue and Taxation Code, Seller agrees to sell to Purchaser that real property described in Exhibit C of this Agreement (the "Property"). The Property was tax defaulted for nonpayment of taxes and is now subject to the Los Angeles County Tax Collector's power of sale, under the County Tax Collector Tax Defaulted Sales Program (the "Program") pursuant to Division 1, Part 6, Chapter 8 of the California Revenue and Taxation Code.
3. The purchase price in this Agreement is the projection of the purchase price for a schedule of twelve (12) months. If this Agreement is completed in less time, then the purchase price will be decreased; however, if the completion of this Agreement

77670

is longer than this time, the price will increase accordingly. The Purchaser agrees to and shall pay the purchase price for the Property as stipulated in Exhibit C, which includes the cost of giving notices of this Agreement and shall be paid within fourteen days of the effective date of the sale. Attached as Exhibits F and G, respectively are the resolution by Purchaser's Board of Directors authorizing the Purchaser to purchase the Property, and, if applicable, an acknowledgement by the City where the Property is located of the Purchaser's intent to purchase the Property.

4. The Purchaser agrees to and shall comply with those particular conditions listed in "Specific Conditions of Performance" (Exhibit D) that must be performed or carried out prior to the date the Tax Deed is recorded.
5. The Purchaser further agrees to and shall comply with all of the following conditions within two years from the date the Tax Deed is recorded. It is expressly made a condition of the sale of the Property that the Property be used by the Purchaser exclusively:
 - a. In the case of residential real property, for rental by or for sale to Low-Income Persons.
 - b. In the case of vacant real property, for construction of residential dwellings for sale or rent to Low-Income Persons.
 - c. The Purchaser shall fully comply with the "Specific Conditions of Performance" (Exhibit D) which further defines and memorializes covenants, conditions and restrictions to carry out the public purposes of the Program concerning the use, income restrictions, conveyance and transfer of the Property during the Affordability Period, or alternatively, the Homebuyer's ownership of the Property.
 - d. **Is amended as follows:**

The Purchaser shall complete all repairs, construction, and other development necessary, as determined in the sole discretion of the Community Development Commission of the County of Los Angeles (the "Commission"), in order to rehabilitate or construct the Property (the "Work") for use as a single family ownership residence or rental property for Low-Income Persons. The Purchaser shall complete the Work within **three** years, or such other time period determined in the sole discretion of the TTC. Prior to sale or occupancy of the Property, the Purchaser shall obtain from regulatory agencies all the necessary permits and certifications. The Purchaser shall also fully comply with the "Covenants, Conditions, and Restrictions" attached as Exhibit E, and incorporated herein by reference.

6. The Purchaser shall not commence construction or rehabilitation activities upon the Property until 1) the Tax Deed is recorded and received, and 2) the Purchaser has received express written approval from the Commission and obtained all necessary permits.
 - a. The Purchaser agrees that prior to the commencement of the Work; it shall furnish to the Commission such documentation as may be requested by the Commission, including documentation that the Purchaser has the financial resources required for completion of the Work. The Purchaser further agrees that it will not commence with the Work unless and until it receives a "Notice to Proceed" from the Commission.
 - b. The Purchaser will promptly provide to the Commission proof of progress toward compliance with the Work in accordance with regulations established by the Seller and by the California State Controller. At present, these regulations require submission of progress reports and financial statements every six (6) months until the Property is ready for occupancy.
7. After completion of the Work, the Purchaser will then sell or rent the Property to Low-Income Persons or subject to the Commission's prior written approval, transfer the Property to another qualified nonprofit organization engaged in providing housing to Low-Income Persons.

8. PROCEEDS

Purchaser covenants and agrees that any proceeds that are available from the sale, transfer, or refinance of the Property shall be divided between the Purchaser and the Commission in the following manner:

- a. Homeownership Property.
 - 1) The Commission will establish an Initial Sales Price for the Property, based upon an affordable monthly payment and the income of the qualified Homebuyer.
 - 2) The Purchaser and the Commission shall equally divide the remainder of the net sales proceeds after deducting the Initial Investment of the Purchaser, which may be recouped by the Purchaser.
 - 3) The difference between the "Market Value" of the Property less the Initial Sales Price of the Property shall be represented by a Promissory Note secured by a Second Deed of Trust in favor of the Purchaser and the Commission to share and share alike. The Promissory Note shall bear no interest, and payment of the principal shall be due on the sale or Transfer of the Property by the Homebuyer. The conveyance of title between members of the Homebuyer's immediate family shall not be

considered a "sale" or "Transfer" of the Property for purpose of repayment of the Promissory Note.

- 4) The Homebuyer shall retain any equity from Future Appreciation of the Property after the Homebuyer's initial purchase.
- b. Rental Property.
- 1) The Purchaser may recoup its Initial Investment from the proceeds of refinancing or selling the Property to a qualified nonprofit organization, which is subject to the Commission's prior approval. The amount of proceeds from a refinancing will be subject to prior approval by the Commission to assure the successful operation and maintenance of the Property during the Affordability Period.
 - 2) Any available proceeds in excess of the Initial Investment resulting from a Commission-approved refinancing or sale of the Property will be divided equally between the Purchaser and the Commission. However, to the extent that proceeds are available, in no case shall the Purchaser receive less than its Initial Investment plus Reasonable Profit.
 - 3) The Purchaser shall provide sixty (60) days advance written notice to the Commission of the Purchaser's intent to transfer the Property if such transfer would occur during the Affordability Period, and such transfer shall be subject to the express prior written consent of the Executive Director of the Commission or a designee.
- c. Any net proceeds of sale or refinance becoming available to the Purchaser shall be used by the Purchaser only to develop or rehabilitate affordable housing, consistent with the purposes stated in the Purchaser's Articles of Incorporation.

9. DEFAULT

- a. The following shall constitute events of default:
- 1) Where the Property is used for affordable rental housing, if said Property ceases to be used exclusively for affordable housing as the public purpose and in a manner stated herein during the Affordability Period.
 - 2) Where the Property is to be sold or transferred to a qualified Homebuyer, if said Property ceases to be the principal residence of the initial Homebuyer or if the initial Homebuyer rents the Property to another household, abandons the property, or suspends living in the property in a manner stated herein.

- 3) The Purchaser commences Work upon the Property prior to receiving express written approval from the Commission to proceed with the commencement of such activities.
 - 4) Failure to maintain the Property improvements and the Property to the minimum Housing Standards of the County of Los Angeles, to keep the Property free from any accumulation of debris, waste materials, and/or to maintain all landscaping in a healthy condition.
 - 5) Transfer of the Property to a Homebuyer who does not qualify as a Low Income Person.
 - 6) Transfer, or suffer any involuntary transfer of the Property, or any part thereof, in violation of this Agreement.
 - 7) Failure to comply with the rent and affordability restrictions herein.
 - 8) Should the Purchaser fail to perform all or any portion of the Work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Agreement in their true intent and meaning, then in such case notice thereof, in writing will be served upon the Purchaser, and should the Purchaser neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the Seller within the time specified in such notice, the Seller shall have the power to suspend or terminate the operations of the Purchaser with regard to the Property in whole or in part.
 - 9) Should the Purchaser fail within the Time Period specified within this Agreement to perform the Work in a satisfactory manner, in accordance with the provisions of this Agreement, or if the Work to be done under this Agreement is abandoned for more than 90 days by the Purchaser, then notice of deficiency thereof in writing may be served upon the Purchaser by the Seller. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Purchaser under this Agreement shall, at the option of the Seller become its property. Should the Purchaser fail to comply with the terms of this Agreement, upon receipt of said written notice of deficiency, the Seller shall have the power to suspend or terminate the operations of the Purchaser with regard to the Property in whole or in part.
 - 10) In the event that a petition of bankruptcy shall be filed by or against the Purchaser, and the petition has not been dismissed or discharged within 180 days of its filing.
- b. A party claiming a default (claimant), shall give written notice of default to the other party, specifying the default complained of and may take action to

correct the default. The claimant shall not institute proceedings against the other party if the other party within five (5) days from receipt of such notice, immediately, with due diligence, commences to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice of default, or if the default cannot reasonably be cured within thirty (30) days after notice is given, but the party reasonably commences to cure the default within the five (5) day period and diligently and in good faith continues to cure the default to completion of the cure.

- c. The Commission and the Seller, in the event of any breach of any covenant or restriction under this Agreement, shall have the right to exercise all the rights and remedies, and to maintain any action at law or suits in equity or other property proceedings to enforce the curing of such breach.
- d. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California.
- e. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.
- f. In the event that any legal action is commenced by the Purchaser, or by the Seller against the Purchaser, service of process on the Purchaser shall be made by personal service and shall be valid whether made within or without the State of California, or service of process on the Purchaser shall be made in such other manner as may be provided by law.
- g. Upon the occurrence of an event of default and the failure to cure within the cure period, or the failure to comply with the conditions specified in this Agreement, the Seller may direct, after considering the Commission's recommendation and applicable law and regulations governing the Program, that the Purchaser shall take one of the following actions:
 - 1) The Purchaser to transfer the Property to a different nonprofit designated or approved by the Commission
 - 2) The Purchaser to transfer the Property to the Commission at the sole discretion of the Commission.
 - 3) Permit the Purchaser to sell the Property for costs incurred (including to a for-profit entity).

- 4) Purchaser to execute a Deed of Trust identifying the Commission as the Beneficiary therein. Foreclosure of said Deed of Trust may occur in the event of default by the Purchaser.
 - 5) The Purchaser will relinquish any claim to the Property without any compensation or refund.
- h. The Seller, the Commission, or their assigns shall have the additional right, at their option, to enter the Property, without charges or fees, and to cure any default solely at the expense of the Purchaser, except for causes, as mutually determined by the Purchaser and the Commission, that are beyond the control of the Purchaser.
 - i. The right to enter and cure default shall be subject to and be limited by and shall not defeat, render invalid, or limit: (i) any mortgage or deed of trust permitted by this Agreement; and (ii) any rights or interest provided in this Agreement for the protection of the holders of such mortgages or deeds of trust, and in such an event the Purchaser, or any qualified Homebuyer who purchased or received the Property from the Purchaser, shall reimburse the Seller, the Commission or their assigns for all costs and expenses incurred, including but not limited to: (i) salaries of personnel used in connection with the management of the Property, or part thereof, and less any income derived in connection with such management of the Property; (ii) all taxes, assessments, and any utility charges with respect to the Property or such charges, if paid, or (iii) any payments made or payments due on any encumbrances or liens existing on the Property or part thereof or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Purchaser, its successors or transferees, and expenditures made or obligations incurred with respect to the repairing, maintaining or completion of any improvements on the Property, or part thereof.
 - j. The Purchaser shall pay any and all costs required to cure a default including the transfer of the Property to the Seller, the Commission or their assigns.

10. INDEMNITY

Purchaser, its Contractors, Subcontractors, Design Professionals, agents, officers, and employees agree to indemnify, defend and save harmless the Seller, its agents, officers and employees, from and against any and all liability, expenses, including reasonable attorney's fees and costs, as determined at the sole discretion of the Seller, and claims for damages of any nature whatsoever, which claims arise directly or indirectly from or in connection with this Agreement, the Property or the Project, including, but not limited to Claims respecting bodily injury, death, damage, workers' compensation, liability or expense arising from or in connection with services performed by any person pursuant to this Agreement.

Purchaser agrees that all claims include but are not limited to, actions by any third parties for personal injuries, wrongful death, and or contractual disputes, excepting only any actions arising out of the willful misconduct of the Seller. This indemnification clause shall remain in force and effect following the expiration of the term of this Agreement.

11. BINDING FOR THE BENEFIT OF THE SELLER

All covenants contained in this Agreement shall be construed as covenants running with the land and shall be binding for the benefit of the Seller and such covenants and restriction shall be in force and effect, without regard to whether the Purchaser is owner or has an interest in the Property for fifteen (15) years. Only the Seller, or its successor, may remove a covenant from the Property prior to that time.

12. NOTICES

Notices under this Agreement shall be given in accordance with applicable statutory requirements. If there are no statutory requirements in effect, notices, demands, requests, elections, approvals, disapproval's, consents or other communications given under this Agreement shall be in writing and shall be given by personal delivery, facsimile, certified mail (return receipt requested), or overnight guaranteed delivery service ; and addressed or faxed as follows:

If to Purchaser:

Robert Dwelle
Habitat for Humanity of Greater
Los Angeles
17700 S. Figueroa Ave
Gardena, CA 90012

If to the Commission:

Community Development Commission of
the County of Los Angeles
2 Coral Circle, Monterey Park, CA 91755
Attn: Housing Development Division
Fax No: (323) 890-8576

If to the Seller:

Treasurer and Tax Collector
225 N. Hill Street
Room 130
Los Angeles, CA 90012
FAX (213) 680-3648

Notices shall be effective upon receipt, if given by personal delivery; upon receipt, if faxed, provided there is written confirmation of receipt (except that if received after 5 p.m., notice shall be deemed received on the next business day); the earlier of (i) three (3) business days after deposit with United States Mail, or (ii) the date of actual

receipt as evidenced by the return receipt, if delivered by certified mail; and one (1) day after deposit with the delivery service, if delivered by overnight guaranteed delivery service. Each party shall promptly notify the other party of any change(s) of address or fax to which notice shall be sent pursuant to this Agreement.

13. ENTIRE AGREEMENT

This Agreement, with Exhibits A through H, constitutes the entire agreement of the parties.

EXHIBIT A	Purchaser's Articles of Incorporation
EXHIBIT B	List of Definitions
EXHIBIT C	Real Property Description
EXHIBIT D	Specific Conditions of Performance
EXHIBIT E	Covenants, Conditions, and Restrictions
EXHIBIT F	Resolution by Purchaser's Board of Directors
EXHIBIT G	City Acknowledgement of Purchaser's Intent to Purchase Property
EXHIBIT H	Affirmative Marketing Requirements

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN.
County Counsel

By *Scorpus Panickera*
Senior Associate County Counsel

If all or any portion of any individual parcel listed in Exhibit "C" is redeemed prior to the effective date of this Agreement, this Agreement shall be null and void only as it pertains to that individual parcel. This Agreement shall also become null and void and the right of redemption restored upon the Purchaser's failure to comply with the terms and conditions of this Agreement.

The undersigned hereby agree to the terms and conditions of this Agreement and are authorized to sign for said agencies.

ATTEST:

Quin D. Rank
A California Nonprofit Corporation

(Seal)

PRESIDENT AND CEO
Title

ATTEST:

Board of Supervisors
Los Angeles County

By *Sachi A. Hamai*
Clerk of the Board of Supervisors

By *Mike Antonovich*
Mayor of the Board of Supervisors

77670

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

By *Lachelle Smitheman*
Deputy
(Seal)



SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Lachelle Smitheman*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17

OCT 11 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

This Agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described herein.


Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3195 and _____ of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore sets forth and approves the foregoing agreement this 22 day of November, 2011.

By: 

Priscilla Moss, Chief
Bureau of Local Government Policy and Reporting

A0514589

ENDORSED-FILED
In the office of the Secretary of State
of the State of California

SEP 29 1998

BILL JONES, Secretary of State

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
HABITAT FOR HUMANITY, HARBOR AREA/ LONG BEACH, CA. INC.

The undersigned hereby certify that:

1. They are the president and secretary, respectively, of Habitat For Humanity, Harbor Area/Long Beach, CA. Inc., a California corporation (the "Corporation").
2. The First article of the Articles of Incorporation of the Corporation is hereby amended to read in full as follows:

"FIRST: The name of this Corporation is, Habitat for Humanity - South Bay/Long Beach"
3. The foregoing amendment of the Articles of Incorporation has been duly approved by the Board of Directors of the Corporation.
4. The Corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Executed at Long Beach, California on September 22, 1998.


Michael Vukadinovich, President


Evelyn Meacham, Secretary



1665677 .

ARTICLES OF INCORPORATION

OF

HABITAT FOR HUMANITY, HARBOR AREA/LONG BEACH, CA, INC.

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

MAY 24 1990

MARCH FONG EU, Secretary of State

The undersigned, desiring to form a corporation under the laws of the State of California, declares:

FIRST: The name of the Corporation is, Habitat for Humanity, Harbor Area/Long Beach, CA, Inc.

SECOND: This corporation is a religious corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Religious Corporation Law primarily for religious purposes. More specifically, the purposes of the corporation are to give witness to the Christian gospel by working with God's people to build decent and affordable housing for those are inadequately sheltered in the Harbor/Long Beach areas of Los Angeles County.

THIRD: the name and address in the State of California of this corporation's initial agent for service of process is Diane L. Reed, [REDACTED] 298 Temple Ave, Long Beach, CA 90803.

FOURTH: The purposes for which the Corporation is organized are as follows:

(a) To witness to and implement the Gospel of Jesus Christ in California and throughout the United States and the world by working with economically disadvantaged people to help them create a better human habitat in which to live and work;

(b) To cooperate with other charitable organizations, through grants and otherwise, which are working to develop a better human habitat for economically disadvantaged people;

(c) To communicate the Gospel of Jesus Christ by means of the spoken and written word;

(d) To receive, maintain, and accept as assets of the corporation, any property, whether real, personal, or mixed, by way of gift, bequest, devise, or purchase from any person, firm, trust, or corporation, to be held, administered, and disposed of exclusively for charitable, religious, educational, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended, and in accordance with and pursuant to the provisions of these Articles of Incorporation; but no gift, bequest, devise, or purchase of any such property shall be received or made and accepted if it is conditioned or limited in such manner as shall require the disposition of income or principal to any organization other than a "charitable organization" or for any purposes other than a "charitable purposes" which would jeopardize the status of the Corporation as an entity exempt from federal income tax pursuant to the relevant provisions of the Internal Revenue Code, as amended; and

(continued - page 2)

(e) To exclusively promote and carry on any other religious, charitable, or educational purposes and activities for which corporations may be organized and operated under the relevant provisions of the Internal Revenue Code, as amended, and under the California Nonprofit Corporation Code.

FIFTH:

a). This corporation is organized and operated exclusively for religious purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

b). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

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

(d). No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensations for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles of Incorporation.

(e). Anything contained in these Articles of Incorporation to any contrary notwithstanding, the Corporation shall not carry on or otherwise engage in any activities not permitted to be carried on or engaged in by (i) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as amended, or any corresponding section of any future tax code; (ii) a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, as amended, or any corresponding section of any future tax code; or (iii) a corporation organized and existing under the California Nonprofit Corporation Code.

(f). In the event of the dissolution and liquidation of this Corporation, to the extent allowed or permitted under applicable laws, the property and assets of the Corporation shall be, as determined by the Board of Directors, distributed to or sold and the proceeds of such sales distributed to (i) Habitat for Humanity International, Inc., a Georgia Nonprofit Corporation and a corporation exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, as amended, or (ii) any other organization(s) organized and operating for the same purposes for which the Corporation is organized and operating or any organization(s), foundation(s), fund(s), or corporation(s) organized and operating exclusively for religious, charitable, scientific, or educational, or other purposes permitted by Section 501(c)(3) of the Internal Revenue Code, as amended, all of which such organizations, foundations, funds, or

(continued - page 3)

corporations shall be exempt under Section 501(c)(3) of the Internal Revenue Code, as amended. In the event that any assets are not disposed of in accordance with the provisions of these Articles of Incorporation or that the Corporation shall fail to act within a reasonable time in the manner provided in these Articles of Incorporation, the Court of Los Angeles County shall, upon application of one or more persons having a real interest in the Corporation or its assets, make such distribution(s) as provided in these Articles of Incorporation.

Dated: May 7, 1990.

Diane L. Reed
Diane L. Reed

I hereby declare that I am the person who executed the foregoing Articles of Incorporation of Habitat for Humanity, Harbor Area/Long Beach, CA, Inc., which execution is of my own act and deed.

Dated: May 7, 1998.

Diane L. Reed
Diane L. Reed

**EXHIBIT B
LIST OF DEFINITIONS**

**AGREEMENT FOR SALE AND PURCHASE OF TAX DEFAULTED REAL PROPERTY
AND COVENANTS, CONDITIONS, AND RESTRICTIONS**

Affordability Period: For a rental property of 2-4 units, that occupancy is restricted to low-income persons for a period of fifteen (15) years; and for a rental property of 5 or more units that has a difference of at least \$135,000 per unit between the assessed value at the time of sale to the nonprofit organization and the nonprofit's Initial Investment, as defined in the Agreement, that occupancy is restricted to low-income persons for a period of twenty (20) years. The applicable affordability period shall begin from the date of issuance of a certificate of occupancy, or the date of local authorization that the Property is suitable for occupancy, during which the Property is rented to Low-Income Persons at affordable rent.

Affordable Rent: The tenant shall pay no more than the product of 30 percent times 120 percent of the Area Median Income.

Area Median Income: Determined annually by the California Department of Housing and Community Development, adjusted for family size appropriate for the unit, for the Los Angeles-Long Beach Metropolitan Statistical Area.

Commission: Community Development Commission of the County of Los Angeles.

Deed of Rescission: Purchaser's Deed of Rescission and Reconveyance wherein Purchaser rescinds its interest in the Property and transfers the interest to another party.

Future Appreciation: Any increase in value of the Property above the Market Value, subsequent to the initial transfer of title to the Homebuyer.

Hard Costs: Costs approved by the Commission that are directly attributable to rehabilitation and construction including labor and materials.

Homebuyer: A person or persons purchasing the Property from Purchaser and who qualify as Low-Income Persons.

Homebuyer's Promissory Note: A zero interest, deferred payment note secured by Second Deed of Trust, wherein the Homebuyer promises to pay, in equal amounts to the Commission and the Purchaser, the difference between the Market Value less the Initial Sales Price, payable upon transfer of the property by the Homebuyer to a third party.

Initial Investment: Monetary outlay of the Purchaser for the Property, consisting of the purchase price paid to the Seller, actual Commission-approved costs expended for improvement of the Property, customary title and document fees, and fees paid to the Seller and the Commission.

Initial Sales Price: Price for Homebuyer to purchase the Property, established by the Commission based upon an affordable monthly payment and the income of the Homebuyer.

Low-Income Persons: Persons and families of low or moderate income, as defined by Section 50093 of the California Health and Safety Code, (annual income does not exceed 120 percent of area median income) as per Section 3772.5 of the California Revenue and Taxation Code.

Market Value: To be determined by the Commission at the time of the sale or transfer of the Property to Homebuyer.

Notice To Proceed: Notification from the Commission granting permission to start work.

Program: Los Angeles County Treasurer and Tax Collector's Chapter 8 Program.

Property: Real property described in Exhibit C.

Purchaser: A nonprofit organization incorporated pursuant to Part 2 (commencing with Section 5110) of Division 2 of Title 1 of the California Corporations Code for the purpose of acquisition of: 1) single family or multifamily dwellings for rehabilitation and sale or rent to low-income persons, or for other use to serve low-income persons; or 2) vacant land for construction of residential dwellings and subsequent sale or rent to low-income persons, for other use to serve low-income persons.

Reasonable Profit: Fifteen percent of the actual hard cost of rehabilitation or construction.

Second Deed of Trust: A Deed of Trust for the Homebuyer's Promissory Note, secured by recordation against the Property.

Seller: County of Los Angeles.

Specific Conditions of Performance: Actions to be undertaken by Purchaser, set forth in Exhibit G.

Tax Deed: Tax Deed to Purchaser of Tax Defaulted Property.

Time Period: Two (2) years from the date the Tax Deed is recorded.

Transfer: Conveyance of title between members of the Homebuyer's immediate family shall not be considered a transfer for purposes of repayment of the Homebuyer's Promissory Note.

TTC: Los Angeles County Treasurer and Tax Collector.

Work: Construction or rehabilitation necessary to place the Property in habitable condition.

EXHIBIT C
REAL PROPERTY DESCRIPTION AND PURCHASE PRICE

ITEM	DESCRIPTION
Address	3305 Magnolia Avenue, Lynwood, California 90262
Assessor's Parcel No.	6168-011-011
Legal Description:	<p>That portion of Lot 995 of Tract No. 3025, in the City of Lynwood, as per Map recorded in Book 35 Pages 43 to 44 of Maps, in the Office of the County Recorder of the County Recorder of said County, described as follows:</p> <p>Beginning at the most Southerly corner of said Lot, thence North 71° 48' 30" West along the Southerly line thereof 50 feet, thence North 18° 11' 30" East parallel with the Easterly line of said Lot, 222.59 feet, more or less, to the Northeasterly line thereof, thence South 53° 45' East along the said Northeasterly line 52.59 feet to the most Easterly corner of said Lot, thence South 18° 11' 30" West along said Easterly line 206.29 feet to the point of beginning.</p>
Agreement Number	2658
Supervisory District	2
Location	City of Lynwood
First Year of Delinquency	1993
Default Year	1997
Purchase Price	\$47,032.00
Purpose of Acquisition	Low-Income Housing

EXHIBIT D
SPECIFIC CONDITIONS OF PERFORMANCE

3305 Magnolia Ave, Lynwood

APN: 6168-011-011

1. One Single Family unit and One Duplex (each unit consisting of 3 bedrooms and 2 bath) shall be constructed as indicated in Section 7 of the Agreement for Sale and Purchase of Tax Defaulted Real Property and Covenants, Conditions and Restrictions.
2. Prior to the date the Tax Deed is recorded, the Purchaser shall provide to the Los Angeles County Community Development Commission (CDC):
 - a. Satisfactory written evidence of construction financing commitment in an amount of at least \$858,000; and
 - b. Satisfactory written evidence of secondary mortgage commitment in an amount of at least \$858,000.
3. Issuance of an express written approval to proceed with construction (Notice to Proceed) shall be given by the CDC only upon receipt of all of the following from the Purchaser:
 - a. A complete and detailed proforma acceptable to the CDC;
 - b. Copy of approved building permit;
 - c. A copy of the Phase 1 Environmental Site Assessment report prepared in accordance with ASTM E-1527-05 standards and, if appropriate, a copy of the Phase 2 Site Investigation report.
 - d. Evidence of CEQA approval from the local jurisdiction in the form of:
 - 1) Notice of Exemption (signed letter from local jurisdiction) or
 - 2) Negative Declaration (including initial study, adopted resolution and notice of determination) or
 - 3) Mitigated Negative Declaration (including initial study, adopted resolution, notice of determination and mitigation monitoring plan).
 - e. Detailed progress reports and financial statements shall be provided every six months starting with the date of this agreement until the units are leased.
 - f. Payment of fees due (Exhibit D-1).
4. The Purchaser shall provide CDC with Certificates of Occupancy upon construction completion.

5. Buyer shall have household income that does not exceed 120% of the County median as determined by the California Department of Housing and Community Development.
6. Buyer's annual (gross) income shall be calculated using the methodology in conformity with HUD's "Technical Guide for Determining Income and Allowances for the HOME Program," Third Edition, January, 2005, or later edition, if available.
7. Developer shall certify under penalty of perjury that the tenant income does not exceed 120% of the County median.
8. The sale price of the unit shall be based on the affordable monthly housing cost as determined by using the current Form B.11 (Calculation of Monthly Housing Cost) of the CDC Application for "Chapter 8" Property Improvement Program. The final determination of sale price will be made by the CDC in accordance with Section 7 of the Agreement for Sale and Purchase of Tax Defaulted Real Property.
9. The CDC shall receive copies of all escrow documents, including the final settlement statement.
10. The accepted Affirmative Marketing Plan has been included as Exhibit H of the Agreement for Sale.
11. If a homeowners or maintenance association is created, Habitat shall provide guidance for a minimum of five years after the last escrow closing to ensure appropriate reserves are established.

EXHIBIT D-1

FEES

WHEN	COST	DESCRIPTION	COMMENTS
APPLICATION SUBMITTAL:	\$740	Nonprofit Assessment	One-time fee; nonrefundable
	\$440	Property Review	
	\$260	Agreement for Sale with conditions	
Subtotal:	\$1,440		Cashier's check to accompany application
PRIOR TO NOTICE TO PROCEED:	\$1,645	Pre-Construction Review for compliance with conditions and financial feasibility	
	\$900	Construction Monitoring	Covers three inspections; refund if fewer than 3 inspections or additional fee for more inspections
	\$700	Initial Affordability Compliance	
	\$460	Ongoing Affordability Compliance	

All fee payments must be made in the form of a cashier's check made payable to the Los Angeles County Community Development Commission.

EXHIBIT E
COVENANTS, CONDITIONS, AND RESTRICTIONS

I. INCOME RESTRICTIONS

For the purposes of these Covenants, Conditions, and Restrictions, "Low-Income Persons" means persons and families of low or moderate income, as defined by Section 50093 of the California Health and Safety Code, as per Section 3772.5 of the California Revenue and Taxation Code.

II. GENERAL AFFORDABILITY COVENANT AND TERM

The purpose of this "Affordability Covenant" is to meet the requirements of Division 1, Part 6, Chapter 8 of the California Revenue and Taxation Code regarding the Program and is utilized to transfer the Property as part of the Seller's public purpose. The Property shall have a minimum "Affordability Period" as described in Section IV below.

III. EFFECTS AND DURATION OF COVENANTS OF AFFORDABILITY FOR RENTAL PROPERTIES

The covenants respecting affordability standards for rental properties contained herein shall be as follows:

- A. For properties of two to four units, for fifteen (15) years from the date of issuance of all permits and certificates that the Property is suitable for occupancy.
- B. For properties of five or more units and a difference of at least \$135,000 per unit between the assessed value at the time of sale to the nonprofit organization and the nonprofit's Initial Investment, for twenty (20) years from the date of issuance of all permits and certificates that the Property is suitable for occupancy.

The covenants established hereunder shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Seller, its successors and assigns, and any successor in interest to the Property or any part thereof.

The Purchaser shall include in each deed conveying title to a rental property the covenants restricting future rental of the Property to Low-Income Persons and provisions specifying the duration of each of said covenants.

The covenants respecting affordability standards for homebuyer properties contained herein shall be effective until the Property is sold or transferred to a qualified

Homebuyer for use as a residential dwelling. The covenants established hereunder shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Seller, its successors and assigns, and any successor in interest to the Property or any part thereof. The Purchaser shall include in each deed to a Homebuyer conveying title to a residence, the covenants prohibiting discrimination, as set forth in **Sections VI and VII below**, and the terms set forth in **Section 4** of this Agreement.

IV. AFFORDABILITY FOR PROPERTY RENTED TO LOW-INCOME TENANTS

If the Purchaser operates the Property as affordable rental housing for Low-Income Persons pursuant to this Agreement, all of the following conditions shall be met for the Affordability Period.

If, however, the Purchaser and/or any successor in interest maintains the Property in continuous occupancy as affordable rental housing for Low-Income Persons for the entire Affordability Period, all restrictions under the Affordability Covenant shall have no further force and effect. The Seller shall release any and all interest as the public purpose will have been served and the conditions, covenants and restrictions on the Property related to the public purpose of Affordable Housing shall expire.

- A. For the purposes of this Agreement, "Affordable Rent" is defined in Exhibit "B" of this Agreement.
- B. Purchaser covenants and agrees for itself, its successors and assigns, that the Purchaser, its successors and assigns, shall devote the Property solely for use as rental housing for Low-Income Persons, and to provide all information and documentation requested by the Commission in monitoring occupancy and condition of the Property.
- C. Purchaser covenants and agrees for itself, its successors, its assignees, and every successor in interest to the Property or any part thereof, that upon completion of construction or rehabilitation of one or more residential dwellings as evidenced by issuance of a certificate of occupancy, and thereafter for a minimum Affordability Period of fifteen (15) years, the Property shall be continuously occupied or held available for rent to Low-Income Persons as set forth in this Agreement.

V. AFFORDABILITY FOR PROPERTY TRANSFERRED OR SOLD TO HOMEBUYERS

If the Purchaser transfers or sells the Property, or any portion thereof, to a qualified Homebuyer, all of the following conditions shall be met only with respect to the initial Homebuyer.

- A. At the time of transfer or sale, the Homebuyer must be qualified as a Low-Income Person as defined in Section I above.
- B. The Sales Price paid by the Homebuyer for the Property shall not exceed the "Initial Sales Price" as defined in Exhibit B of this Agreement.
- C. Any Homebuyer who purchases or acquires title to the Property, in whole or in part, must agree to use it as their principal place of residence and not rent the Property to another household during their ownership of the Property.
- D. The Homebuyer shall not abandon the Property nor suspend living at the Property as required by this Agreement during their ownership of the property.

VI. OBLIGATION TO REFRAIN FROM DISCRIMINATION

The Purchaser covenants by and for itself and any and all successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex or sexual orientation, age, medical condition, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the Purchaser or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. The foregoing covenants shall run with the land.

VII. FORM OF NONDISCRIMINATION AND NONSEGREGATION CLAUSES

The Purchaser shall refrain from restricting the sale or transfer of the Property or any portion thereof on the basis of race, color, creed, religion, sex or sexual orientation, age, medical condition, marital status, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- A. In deeds: "The Purchaser herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex or sexual orientation, age, medical condition, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Purchaser himself or herself, or any person

claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

- B. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex or sexual orientation, age, medical condition, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

C.10 CORPORATE RESOLUTION

All proposer agencies must complete this affidavit, which affirms a formal Corporate Resolution by the Board of Directors for the following purposes:

- 1) To enter into negotiations with the Treasurer & Tax Collector and the Community Development Commission of the County of Los Angeles to develop the selected site utilizing the "Chapter 8" Property Improvement Program and
- 2) To identify the individuals authorized to negotiate on behalf of the corporation and to sign all legal documents in conjunction with this proposal and project.

PLEASE ATTACH A COPY OF THE MINUTES OF THE BOARD OF DIRECTORS MEETING AT WHICH THE FOLLOWING ACTIONS WERE TAKEN within 90 days prior to the submission of the application.

On Dec 1, 2009, the Board of Directors of Habitat for Humanity of Greater Los Angeles, a California nonprofit public benefit corporation, adopted the following resolutions:

RESOLVED:

That this corporation apply to and enter into negotiations with the County of Los Angeles for the "Chapter 8" Property Improvement Program.

FURTHER RESOLVED:

That Erin Rank
President and CEO

and N/A

Are hereby authorized and directed on behalf of this corporation to negotiate and execute any and all instruments which are necessary to complete this proposal and subsequent contract(s) in conjunction with this proposal.

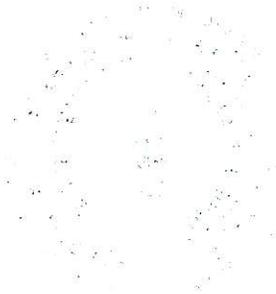
Ronald Frank

Signature of person legally authorized to sign for corp

(Name) RONALD F FRANK

(Title) SECRETARY

(Date) DECEMBER 1, 2009



(Affix Corporate Seal)

Must bear the same corporate name as that under which this application is being submitted. (If the applicant does not have a Corporate Seal, a current copy of the Articles of Incorporation must be attached.)



LYNWOOD REDEVELOPMENT AGENCY

11330 BULLIS ROAD LYNWOOD CALIFORNIA 90262-3845 310.603.0220 www.lynwood.ca.us

December 4, 2009

Pansy Yee
Community Development Commission of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Dear Ms. Yee:

Subject: 3305 Magnolia Ave (AIN 6168-011-011) – Chapter 8 program

The City of Lynwood is very excited to continue our partnership with Habitat for Humanity of Greater Los Angeles (HfHGLA) for the development of affordable housing project at 3305 Magnolia (AIN 6168-011-011).

The City of Lynwood encouraged HfHGLA to try to acquire the property through the Chapter 8 program, and is willing to support the project toward the development of the property.

We have had a very successful track record with HfHGLA is developing properties of this scale and look forward to being a partner in this development. Please feel free to contact me if you require any additional information. 310-603-0220 x 384

Sincerely,

A handwritten signature in black ink, appearing to read "H. Ernie Nishii". The signature is written in a cursive style with a large, looped initial "H".

H. Ernie Nishii

Housing Manager

Marketing/Sales Plan – Magnolia Property

General Outline:

Unlike most developers, Habitat for Humanity of Greater Los Angeles (HFH) selects all the buyers prior to beginning construction. This is because the families have to perform 500 hours of volunteer labor toward the construction of their home. Typically, about 6 months prior to the beginning of construction, HFH begins to hold a series of community orientations to inform buyers about the housing available and the program requirements. Attendance to an orientation is mandatory to receive an application. The orientations are advertised as listed below. Generally, HFH continues to hold orientations until we get at least 10 times the number of applicants as we have homes available. HFH visits the current home of each qualified applicant and performs an extensive interview and evaluation of their home. Each applicant is scored based on housing need (overcrowding, unsafe living conditions, etc), financial ability to make mortgage payments, and willingness to partner with Habitat for Humanity. Typically, local jurisdictions also place a live/work preference on the selection as well. Families are then selected based on the scoring.

Habitat for Humanity's selection process has been certified by HUD as conforming to fair housing laws.

General Marketing Requirements:

- Fair Housing Logo placed on marketing material and application
- Fair Housing Poster in Office (17700 S Figueroa St; Gardena, CA 90248)
- Provide Buyers with universal design features list.
- Maintain records in regards to Race, Gender, and Ethnicity of applicants.
- Provide meeting and sales locations that are accessible to persons with disabilities.
- Provide marketing materials and orientations in various languages.
- Provide accommodations for persons who are hearing impaired.

Commercial Media:

Outlet	Circulation	Type
Lynwood Journal	Greater Lynwood	Press/Ad
The Wave Newspaper	Central Los Angeles	Press/Ad
Clear Channel Outdoors	Greater Los Angeles	Billboard
Clear Channel Radio	Greater Los Angeles	PSA
Comcast Cable	Greater Los Angeles	PSA
CBS Outdoors	Greater Los Angeles	Bus Bays
City of Lynwood Water Bill	Lynwood	Insert
City of Lynwood City Hall TV	Lynwood	Ad
All local TV stations	Greater Los Angeles	Press

Flier Distribution

<i>Location</i>	<i>Target</i>	<i>Dates</i>
Plaza Mexico – all shops	Multi-Ethnic	Throughout selection
St Francis Medical Center	Multi-Ethnic	Throughout selection
Firebaugh High School	Multi-Ethnic	Throughout selection
City of Lynwood City Hall	Multi-Ethnic	Throughout selection
City of Lynwood Senior Center	Multi-Ethnic	Throughout selection
Latino Chamber of Commerce	Multi-Ethnic	Throughout selection
Albertsons	Multi-Ethnic	Throughout selection
Superior Warehouse	Multi-Ethnic	Throughout selection
Head Start	Multi-Ethnic	Throughout selection
Local Church – See attached	Multi-Ethnic	Throughout selection
Local Schools – See attached	Multi-Ethnic	Throughout selection

Orientation Locations

Bateman Hall	Central, Handicapped accessible, Sign language available, English and Spanish
Senior Center	Central, Handicapped accessible, Sign language available, English and Spanish
Plaza Mexico	Central, Handicapped accessible, Sign language available, English and Spanish
St Francis	Central, Handicapped accessible, Sign language available, English and Spanish
Lynwood High School	Central, Handicapped accessible, Sign language available, English and Spanish