

**TERMINATION OF ENCAMPMENT RESOLUTION FUNDING AGREEMENT  
BETWEEN THE CITY OF FRESNO AND SELF-HELP ENTERPRISES**

THIS TERMINATION AGREEMENT (Agreement) is made and entered into effective \_\_\_\_\_, (Effective Date) by and between the City of Fresno, a California municipal corporation (City), and the Self-Help Enterprises, a California nonprofit public benefit corporation (Developer).

**RECITALS**

WHEREAS, on May 23, 2024, the City and the Developer entered into an Encampment Resolution Funds (ERF) Funding Agreement (Funding Agreement) regarding the placement of up to 58 units of affordable housing and related on-site and off-site improvements at a mobile home park (Project) located at 104 East Sierra Avenue, Fresno, CA, 93710, and more specifically described as APNs 408-050-04, 408-050-05, and 408-050-09 (Property); and

WHEREAS, following execution of the Funding Agreement, the parties decided to utilize funds held in the City's Local Housing Trust Fund (LHTF) for the Project instead of ERF program funds; and

WHEREAS, both the City and the Developer agree that it is appropriate to terminate the Funding Agreement to facilitate the use of LHTF funds for the Project; and

WHEREAS, the City and the Developer intend to terminate the Funding Agreement and hereby agree that the Developer has no claim, demand, or dispute against the City arising from the Funding Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, agree as follows:

1. Termination of ERF Funding Agreement. The ERF Funding Agreement entered into between the City and Developer on May 23, 2024, is hereby terminated. As of the Effective Date of this Agreement, neither party shall have any obligation, responsibility, or liability to the other party for any reason in connection with Funding Agreement.
2. Mutual Release. Upon the Effective Date of this Agreement, each party releases and forever discharges the other party and all its employees, agents, successors, and assigns from and against any and all actions, claims, suits, demands, payment, rights, or other obligations or liabilities of any nature arising out of the ERF Agreement. Developer is further released from any and all rights and obligations provided for in the Funding Agreement. The City is also released from any obligation set forth in the Funding Agreement.
3. General Provisions.
  - a. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

- b. Binding on All Successors and Assigns. Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective heirs, successors, assigns, and legal representatives.
- c. Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.
- d. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written agreement duly authorized and executed by both City and Developer.
- e. Governing Law and Venue. Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Fresno, California.
- f. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provisions of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
- g. Nonreliance. The Developer hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on the City, its agents, employees, or attorneys in entering into this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the parties have executed the Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

SELF-HELP ENTERPRISES,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Georgeanne A. White,  
City Manager  
(Attach notary certificate of acknowledgement)

By:  \_\_\_\_\_  
Name: Thomas J. Collishaw  
President/CEO

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

Title: \_\_\_\_\_  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)  
(Attach notary certificate of acknowledgement)

By:  \_\_\_\_\_ Date  
Tracy N. Parvanian  
Assistant City Attorney

By:  \_\_\_\_\_  
Name: Elizabeth M. Garcia

ATTEST:  
TODD STERMER, CMC  
City Clerk

Title: Asst. Secretary  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)  
(Attach notary certificate of acknowledgement)

By: \_\_\_\_\_ Date  
Deputy

ATTACHMENT: EXHIBIT "A" LEGAL DESCRIPTION

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

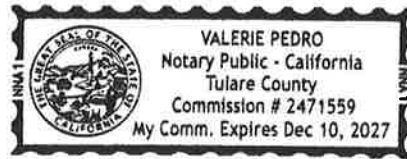
State of California  
County of Tulare

On February 24, 2025 before me, Valerie Pedro, Notary Public  
(insert name and title of the officer)

personally appeared Thomas J. Collishaw and Elizabeth M. Garcia  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Valerie Pedro (Seal)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1: The West half of the Southeast Quarter of Lot 204 of Perrin Colony No. 2, in the County of Fresno, State of California, according to the amended Map thereof recorded in Book 4 Page 68 of Plats, Fresno County Records; EXCEPTING therefrom the East 10 feet thereof. Also excepting therefrom the mobilehome(s) located thereon.

Parcel 2: The West 70 feet of the East half of the East half of the South half and the East 10 feet of the West half of the East half of the South half of Lot 204 of Perrin Colony No. 2, in the County of Fresno, State of California, according to the amended Map thereof recorded in Book 4 Page 68 of Plats, Fresno County Records. Excepting therefrom the mobilehome(s) located thereon.

Parcel 3: The South half of the Northeast Quarter of Lot 204 of Perrin Colony No. 2, in the County of Fresno, State of California, according to the amended Map thereof recorded in Book 4 Page 68 of Plats, Fresno County Records, EXCEPTING THEREFROM the West 30 feet thereof. Also excepting therefrom the mobilehome(s) located thereon.

Parcel 4: Right of Way for Ingress and Egress over the East 30 Feet of the West 115 Feet and over the East 30 Feet of the West 244.5 Feet of the following described parcel: The West half of the Southeast half of Lot 204 of Perrin Colony No. 2, according to the Amended Map thereof recorded April 1, 1891 in Book 4, Page 68 of Plats, in the office of the county recorder of said county.

APNS: 408-050-04, 408-050-05, 408-050-09