**PERMANENT LOCAL HOUSING ALLOCATION (PLHA) LOAN AGREEMENT**

**LOW INCOME HOUSING PROJECT**

**Address: 735 Chestnut Street, Mount Shasta, California**

**(County of Siskiyou/Mount Shasta Chestnut Street LP)**

 This Loan Agreement is made and executed this \_\_ day of \_\_\_\_\_\_ 2025 ("**PLHA Loan** **Agreement**"), by and between the County of Siskiyou, a subdivision of the State of California ("**County**"), and Mount Shasta Chestnut Street LP, a California limited partnership and its permitted successors and assigns ("**Borrower**") (collectively, the “**Parties**”).

**WHEREAS**, the County has received 2020 and 2021 funds from the California Department of Housing and Community Development (“**HCD**”) pursuant to the Permanent Local Housing Allocation Program and the implementing guidelines and management memos thereto (collectively “**PLHA Program**”) which may be used for the development of rental housing that is affordable to extremely low-, low- or moderate-income households, including necessary operating subsidies; and

**WHEREAS,** the County is combining 2020 and 2021 funds from HCD pursuant to the PLHA Program to provide the funding which is the subject of this PLHA Loan Agreement;

**WHEREAS**, Borrower has purchased the real property located at 735 Chestnut Street, Mount Shasta, California, APN 057-112-010-000 (“**Property**”), in the County of Siskiyou, State of California, legally described in **Exhibit “A”** attached hereto and incorporated herein by this reference, for the purpose of developing a 25-unit affordable housing apartment project including four (4) permanent supportive housing units and one (1) manager’s unit (the “**Project**”); and

 **WHEREAS**, On \_\_\_\_\_\_\_\_\_, the Siskiyou County Board of Supervisors approved by way of Resolution No. \_\_\_\_\_\_\_\_\_\_\_\_\_ a loan of One Million Eight Hundred Eighty-Five Thousand and Three Hundred Twenty-One Dollars and Fifty-Five Cents ($1,885,321.55) from the County’s allocation of PLHA Program funds to assist with the construction costs of the Project (the "**Loan**"); and

 **WHEREAS**, as consideration for the Loan, Borrower will hold and use four (4) units at the Property and the Project as Permanent Supportive Housing units available at affordable housing rents to Extremely Low-Income Households, as described in Sections 101(c) and (z) of the PLHA Program regulations, and as further described in the regulatory agreement (the “**Regulatory Agreement**”) to be recorded against the Property in favor of the County, for a period of fifty-five (55) years. Borrower will also cause a deed of trust (the “**Deed of Trust**”) to be recorded against the Property in favor of the County which will secure Borrower’s obligations under this PLHA Loan Agreement (This PLHA Loan Agreement, the Promissory Note, the Regulatory Agreement, the Deed of Trust, and any other document or agreement evidencing the PLHA Loan may are the “**Loan Documents**”); and

 **WHEREAS**, the Parties desire to agree and memorialize the specific terms and conditions for the disbursement of the Loan Funds in furtherance of the development and management of the Project in compliance with the PLHA Program.

 **NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which the Parties expressly acknowledge, the Parties agree as follows:

**Section 1**. **Amount and Purpose of Loan; Nonrecourse**

 The County hereby agrees to loan One Million Eight Hundred Eighty-Five Thousand and Three Hundred Twenty-One Dollars and Fifty-Five Cents ($1,885,321.55) in PLHA funds to Borrower for the development of the Project (the “**Loan Funds**”). The Loan Funds shall only be used for eligible costs identified in Exhibit “B,” attached hereto and incorporated herein by this reference.

The Loan shall be a non-recourse obligation of Borrower. No judgment or execution thereon, entered in any action, legal or equitable, shall be personally enforced against Borrower or any of its constituent members, but shall be enforced only against the collateral described in the Deed of Trust.

**Section 2**. **Term of PLHA Loan Agreement and Terms of Repayment**

 The term of this PLHA Loan Agreement shall commence on the date it is fully executed by the Parties and shall terminate fifty-five (55) years from the date that a certificate of occupancy is issued for the Property following completion of the Project. The annual interest rate on amounts advanced under the PLHA Loan Agreement shall be three percent (3%), simple interest, accruing from the date the funds are first disbursed.

Repayment of the principal balance of the Loan, and accrued interest, will be deferred until the end of the above-stated term, at which time it will be due and payable in full. The Borrower may at its option, repay the principal and any interest due on amounts advanced under the PLHA Loan Agreement, at any time without penalty or premium. In the event of any pre-payment in whole or in part, the Regulatory Agreement will continue to survive for the entire remainder of the fifty-five (55) years of the term following certificate of occupancy, as defined in the Regulatory Agreement.

Within thirty (30) days of receiving a certificate of occupancy for the Property following completion of construction of the Project, Borrower shall give written notice to the County that it received a certificate of occupancy and shall submit documentation to the County showing the certificate of occupancy. Borrower’s notice shall indicate the date that commences the fifty-five (55) remaining years of the term.

**Section 3**. **Disbursement of Loan Funds**

 Loan Funds disbursed after the execution of this PLHA Loan Agreement shall be subject to the disbursement conditions set forth in Exhibit “B” and to the following terms and conditions:

1. Execution and recording of the Deed of Trust securing the PLHA Loan;
2. Execution and recording of the Regulatory Agreement;
3. Execution of the Promissory Note; and

 D. Submittal of an Exhibit “B” Payment Request Form and supporting invoices to First American Title Company, Attention: Ann Kay at akay@firstam.com.

**Section 4. Use of Loan Funds**

 Use of the Loan Funds allocated hereunder to Borrower shall be subject to the following express terms and conditions:

A. Borrower shall use the Loan Funds solely for the tasks set forth in Exhibit “B.”

B. The Loan Funds shall not be applied toward indirect costs of the Project, defined herein as including without limitation any costs not associated with the design and construction of the Project.

 C. All expenditures of County funds by Borrower shall be made strictly within the limitations of Section 301(a)(1) of the Permanent Local Housing Allocation Final Guidelines (Eligible Activities).

D. Borrower shall use the Loan Funds and carry out the Project in compliance with the Permanent Local Housing Allocation Final Guidelines, which by this reference are expressly incorporated herein.

**Section 5. Deed of Trust and Regulatory Agreement**

 In order to secure Borrower’s obligations under the provisions of this PLHA Loan Agreement, Borrower shall execute the Deed of Trust.  The Deed of Trust shall contain all of the provisions and be substantially in the form of the Deed of Trust attached hereto as Exhibit “C” and shall be executed by Borrower concurrently with the execution of this PLHA Loan Agreement and recorded against the Borrower’s fee interest in the Property upon its execution and prior to the disbursement of any Loan Funds under this PLHA Loan Agreement.

In order to establish affordability restrictions, Borrower shall execute the Regulatory Agreement. The Regulatory Agreement shall contain all of the provisions and be substantially in the form of the Regulatory Agreement attached hereto as Exhibit “D” and shall be executed by Borrower concurrently with the execution of this PLHA Loan Agreement and recorded against the Borrower’s fee interest in the Property upon its execution and prior to the disbursement of any Loan Funds under this PLHA Loan Agreement.

**Section 6. Events of Default**

 Borrower and County acknowledge that County has made a loan of PLHA Program funds in the amount of $1,885,321.55 to Borrower for the purpose of facilitating Borrower’s development of the Property with four (4) units of Permanent Supportive Housing (as defined in the Regulatory Agreement) affordable to Extremely Low-Income Households, and that the purpose of the Loan would be frustrated upon the occurrence of any of the following events, each of which is deemed to be an “Event of Default”, to the extent continuing beyond any applicable notice and cure period:

A. Failure by Borrower to perform or observe any non-monetary covenant or condition set forth in this PLHA Loan Agreement for a period of sixty (60) days after written notice thereof has been provided to Borrower by County; provided, however, in the event there is any failure by Borrower to perform or observe any covenant or condition of this PLHA Loan Agreement which requires more than sixty (60) days to remedy, Borrower shall not be deemed in default of this PLHA Loan Agreement if corrective action is instituted by Borrower within such sixty (60) day period and thereafter diligently pursued until the failure is corrected;

B. Failure of Borrower to timely cure any default under a deed of trust which now or hereafter becomes senior to the Deed of Trust securing performance of this PLHA Loan Agreement following service of notice of default and expiration of the cure period provided therein by the beneficiary or trustee under such senior deed of trust; and

C. Failure of Borrower to obtain a final unconditional Certificate of Occupancy if any, and/or other local governmental approvals, if any, as required to establish completion of the Project, by June 30, 2028, subject only to the force majeure delays described in Section 18, below. In connection with such an event of default Borrower will reimburse County for its actual out of pockets cost in connection with making the Loan, up to the amount of $29,000, in addition to repaying any amounts of the Loan disbursed by the County. This stipulation is due to the hard deadlines imposed by HCD on the County in relation to its PLHA funds. There will be no exceptions granted for this item.

 Upon the occurrence of any of the foregoing Events of Default, County hereby agrees to send to Borrower notice of default and to provide Borrower a reasonable time period to commence to cure the default provided that Borrower commences the cure within sixty (60) days following the receipt of such notice.

**Section 7. Remedy Upon Default**

 Upon the occurrence of any Event of Default that is not cured within the cure period specific in this PLHA Loan Agreement, County’s remedies shall be as follows:

 A. County shall be entitled to specifically enforce the covenants and conditions of this PLHA Loan Agreement, the Deed of Trust, and/or the Regulatory Agreement in an action filed in Siskiyou County Superior Court or in any other Court of competent jurisdiction.

 B. Subject to the non-recourse provisions in Section 1 above, as an alternative to specific performance, at County’s option, within 90 days after service of County’s written demand, Borrower shall repay to County, as liquidated damages for such default, that portion of the Loan Funds disbursed to Borrower as of the date of the written demand, plus interest thereon, calculated at the rate of three (3%) percent per annum, from the date of this PLHA Loan Agreement to the date of payment of such amount in full by Borrower to County. In providing for payment of liquidated damages in the amount set forth herein, County and Borrower have agreed that it would be impracticable or extremely difficult to fix the actual amount of damages to County and the public interest which would result from Borrower’s default in the performance of the covenants and conditions of this PLHA Loan Agreement and, by reason thereof, equity and the public interest would best be served by repayment of the Loan made by County to Borrower together with a reasonable amount of interest thereon.

 C. County may commence foreclosure proceedings, or assert and exercise any and all rights and remedies provided for herein or in the Deed of Trust securing the obligations herein or as otherwise may be provided by law.

 D. In addition, Borrower expressly acknowledges and agrees that subject to the non-recourse provisions in Section 1 above, all rights and remedies set forth herein are cumulative; and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same default or any other default.

**Section 8. Insurance**

 A. Borrower shall obtain, and maintain throughout the duration of this PLHA Loan Agreement, insurance as required by the beneficiaries of each deed of trust which now or hereafter becomes senior to the Deed of Trust. Borrower’s insurance shall be endorsed to waive subrogation against the County.

**Section 9. Indemnification and Hold Harmless**

 Borrower shall hold the County, its governing boards and members thereof, its officers, employees, and agents harmless and free from any and all liability arising out of or relating to this PLHA Loan Agreement, unless such liability results solely from the active negligence or willful misconduct of the County. Should the County, its governing boards and members thereof, its officers, employees, or agents be named in any suit, or should any claim be made against it or any of them by suit or otherwise, whether the same be groundless or not, arising out of or relating to this PLHA Loan Agreement, Borrower shall defend County, its governing board and members thereof, its officers, employees, and agents, with legal counsel of the County’s choice, and shall indemnify them for and from any judgment rendered against them, or any sums paid out in settlement or otherwise, including reasonable attorneys’ fees.

**Section 10. Documents, Reports, and Records**

A. Borrower shall maintain and, at reasonable times and places, make available to the County, such records and accounts, including property, personnel, financial records to assure a proper accounting for all PLHA Program funds disbursed to Borrower under this PLHA Loan Agreement.

B. Borrower shall retain all documents pertaining to this PLHA Loan Agreement for a period of five (5) years after its expiration or termination (or for any further period that is required by law) and until all Federal or County audits are complete and exceptions resolved for this PLHA Loan Agreement’s funding period. Upon request, Borrower shall promptly make these records available to authorized representatives of the County and HCD.

**Section 11. On-Site Monitoring, Project Files, and Annual Progress Reports**

1. Authorized representatives of HCD and the County shall have the opportunity to monitor Borrower's performance under this PLHA Loan Agreement at the site where such performance is being conducted to ensure Borrower’s compliance with the requirements of this PLHA Loan Agreement on an annual basis. On-site monitoring shall require at least ten (10) day prior notice to Owner and will be subject to the rights of tenants. Such monitoring may include without limitation: interviews with Borrower’s staff, consultants and contractors involved in the improvements; validation of source data used in the preparation of reports to County; a review of Project financials, management documents, and tenant files; and inspection of Project units and common areas.

 County will advise Borrower in writing of any monitoring concerns or findings within fifteen (15) days after a monitoring visit. Borrower shall provide a response to the concerns/findings within ten (10) days from the date of County’s notice.

1. In order to facilitate the completion of the annual monitoring at the site, Borrower agrees to pay County an annual monitoring fee of $2,500.00, which shall be due and payable no later than June 30 of each year. In recognition of the constrained operational budget associated with the provision of permanent supportive housing, the County reserves the right to negotiate the fee amount throughout the 55-year term of the PLHA Loan Agreement, if it is determined that a lesser fee is in the best interest of the County. Payment shall be remitted to the County of Siskiyou, 2060 Campus Drive, Yreka, CA 95988, Attn: Deputy Director of Administrative Services/PLHA Loan Agreement.
2. Borrower agrees to provide County with timely data, documentation, and materials at County’s request that assist County in fulfilling PLHA requirements set forth by the State of California. This includes, but is not limited to, the project files to be kept by County on Borrower’s project and information for Annual Progress Reports.

**Section 12. Taxes, Assessments, Encumbrances and Liens**

1. Borrower shall pay when due any and all applicable real estate taxes and assessments levied and assessed on the Property and on any other property serving as security for the Loan. Other than security interests necessary for the development of the Project, Borrower shall not place or allow to be placed on the Property or any part thereof, any mortgage, trust deed, encumbrance or lien unauthorized by this PLHA Loan Agreement. Nothing herein contained shall be deemed to prohibit Borrower from obtaining a tax exemption for the Property, or contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to Borrower in respect thereto.
2. If any claim of lien is filed against the Property, or a stop notice affecting the Loan is served on the County, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the County a surety bond from a surety acceptable to the County in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged. If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the County may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense.
3. Borrower shall file a valid notice of cessation upon a thirty (30) day continuous cessation of construction and file a notice of completion upon completion of construction and take all other reasonable steps to shorten the timeline for the assertion of claims of lien against the Property or the Loan Funds.

**Section 13. Compliance With State Laws and Regulations**

 Borrower shall at all times during the term of this PLHA Loan Agreement comply with all legal requirements, including any applicable Federal, State, or County regulations, and shall secure at its full cost and expense any and all permits, applications, or other requirements in connection therewith.

 Borrower acknowledges that the Loan Funds are public funds, and therefore Borrower shall be responsible for the compliance with the State’s Prevailing Wage Laws (Labor Code Sections 1720 et seq. and 1770 et seq., together with the implementing regulations) as applicable. This PLHA Loan Agreement has been prepared with the intention that the Loan meets the exceptions set forth in California Labor Code Sections 1720(c)(1), 1720(c)(5)(E), and 1720(d)(3) to the general requirement that state prevailing wages be paid in connection with construction work that is paid for in whole or in part out of public funds. Notwithstanding the foregoing, Borrower shall be responsible for determining whether any work related to this agreement is subject to payment of prevailing wages, and if so, for complying with all prevailing wage laws. Any claim against the County related to the Prevailing Wage Laws shall be subject to Section 9 herein.

**Section 14. Transfers**

The qualifications and identity of Borrower and its principals are of particular concern to the County. It is because of these qualifications and identity that the County has entered into this PLHA Loan Agreement with Borrower. No voluntary or involuntary successor in interest of the Borrower shall acquire any rights or powers under this PLHA Loan Agreement, except as expressly set forth herein.

Borrower shall not assign all or any part of this PLHA Loan Agreement without prior written approval of the County. Assignment without prior written approval of County will be a default of this PLHA Loan Agreement, and the assignment shall be void and unenforceable. If Borrower seeks an assignment, Borrower shall promptly notify the County in writing of any and all changes whatsoever in the identity of the parties thereof, of which it or any of its officers have been notified or otherwise have knowledge or information. The County will have the option to approve any such changes in writing and the County will not unreasonably withhold such approval. If not approved by the County, this PLHA Loan Agreement may be terminated by the County in the event of significant change (voluntary or involuntary) in membership, management, or control of Borrower, except as may be permitted hereunder or under the Loan Documents. Notwithstanding anything herein to the contrary, the following Transfers shall not require the prior approval of the County and shall not constitute a default hereunder: the transfer of the Property pursuant to a foreclosure, deed-in-lieu of foreclosure or other realization upon the deed of trust encumbering the Property (a “Foreclosure Action”); the first transfer of the Property following such Foreclosure Action, and the encumbrance of the Property with any financing obtained in connection therewith; or the refinancing of any senior debt on the Property in an amount equal to the then-outstanding principal balance of the applicable loan, plus the costs of such refinancing, including to provide cash resources to purchase the limited partnership interest, provided that such refinancing is on commercially reasonable terms.

**Section 15.** **Tax Credit Equity Provisions.**

 The County agrees and acknowledges that the development of the Project will be financed in part with proceeds of an equity investment made by one or more limited partners of the Borrower (collectively, the "Limited Partner") in connection with the allocation of federal and/or state low-income housing tax credits (“Tax Credits”) to the Borrower. Notwithstanding anything to the contrary set forth in this Agreement, the following provisions shall apply at all times during which a Limited Partner is a partner of the Borrower:

1. Permitted Transfers. Notwithstanding any other provision of this Agreement, County approval shall not be required for (i) sale of limited partner interests related to the syndication of Tax Credits, or the direct or indirect transfer of limited partnership interests in Borrower by the Limited Partner; or (ii) purchase of the Project or of any interest in Borrower pursuant to any option rights or rights of first refusal granted by the limited partner in Borrower's Amended and Restated Agreement of Limited Partnership (“Partnership Agreement”) and/or any purchase option agreement and/or right of first refusal agreement entered into in connection therewith.
2. Removal of General Partner. The removal and/or replacement of Borrower's general partner(s) for cause in accordance with the Partnership Agreement shall not constitute a default hereunder. If a Limited Partner exercises its right to remove a general partner of Developer, County shall not unreasonably withhold its consent to the substitute general partner. Notwithstanding the preceding sentence, the County’s consent will not be required if the substitute general partner is an affiliate of or an entity under common control with a Limited Partner. For the avoidance of doubt, amendments to the Partnership Agreement effectuating the transfers permitted herein shall not require the prior written consent of the County.
3. Notice and Cure Rights. The County hereby agrees that any cure of any default made or tendered by a Limited Partner hereunder or under any Loan Document shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower. Copies of all notices which are sent to Borrower under the terms of the Loan Documents shall also be sent to each Limited Partner at an address to be provided to County in writing by said Limited Partner.

**Section 16. Non Discrimination; Equal Opportunity**

1. Borrower, for itself and its successors and assigns, agrees that during the term of this PLHA Loan Agreement, Borrower will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, familial status, ancestry, national origin or disability. This requirement shall apply to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Borrower shall comply with federal requirements including nondiscrimination and equal opportunity; disclosure requirements; and nonprocurement of debarred, suspended or ineligible contractors.
2. No person shall, on the ground of race, sex, creed, color, national origin, age, marital status or disability, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this PLHA Loan Agreement.
3. Borrower shall not condition receipt of any of the services funded by the Loan made pursuant to this PLHA Loan Agreement upon participation in any religious instruction or service.

**Section 17. Conflicts of Interest**

No member, official or employee of the County shall have any personal interest, direct or indirect, in this PLHA Loan Agreement, nor shall any member, official or employee participate in any decision relating to the PLHA Loan Agreement which affects their personal interests or the interests of any corporation, partnership or association in which they are directly or indirectly interested.

**Section 18. Enforced Delay; Extension of Times of Performance**

 In addition to specific provisions of this PLHA Loan Agreement, performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this PLHA Loan Agreement shall be extended, where delays or defaults are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics or pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions (other than restrictions of County) or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; acts of omissions of the other party; acts or failures to act of the County or any other public or governmental agency or entity (other than the acts or failures to act of the County which shall not excuse performance by the County); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

 Notwithstanding anything to the contrary in this PLHA Loan Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, provided the party claiming such extension gives notice in writing to the other party within thirty (30) days of the commencement of the cause. Times of performance under this PLHA Loan Agreement may also be extended in writing by the mutual agreement of the County and Borrower.

**Section 19. Non‑Liability of Officials and Employees of the County**

No member, official or employee of the County shall be personally liable to the Borrower or any successor in interest to Borrower in the event of any default or breach by the County of any obligations under the terms of this PLHA Loan Agreement.

**Section 20. Notices**

 All notices or demands of any kind that the Parties are required to or may serve under the terms of this PLHA Loan Agreement shall be served by personal delivery or by mailing a copy thereof by first class mail, postage prepaid, to the other party at the addresses set forth below:

 County of Siskiyou

 ATTN: County Administrator

 1312 Fairlane Road

 Yreka, CA 96097

 Siskiyou County Health and Human Services Agency

 ATTN: Agency Director

 2060 Campus Drive

 Yreka, CA 96097

 Mount Shasta Chestnut Street LP

 ATTN: President

 5251 Ericson Way
 Arcata, CA 95521

 Key Community Development Corporation

Mailcode: OH-01-10-0633

127 Public Square

Cleveland, Ohio 44114

ATTN: Asset Management - Mountain Townhomes

Holland & Knight LLP

10 St. James Avenue, 12th Floor

Boston, Massachusetts 02116

ATTN: Kristen Cassetta, Esq.

 Either party may change the address to which notices shall be directed by sending the other party notice of the new address in the manner provided above.

**Section 21. Attorneys’ Fees**

If either Party hereto should retain legal counsel for the purpose of enforcing any term or condition of this PLHA Loan Agreement, the prevailing Party shall be entitled to recover actual and reasonable costs and expenses, including but not limited to reasonable attorneys, fees. No payment of attorney fees by Borrower to County pursuant to this section shall be made from PLHA Program funds.

**Section 22. Exhibits Incorporated**

 All PLHA Program regulations and circulars, exhibits, and attachments referred to in this PLHA Loan Agreement are expressly incorporated herein in their entirety, as if set forth fully in this PLHA Loan Agreement. In the event of an actual conflict between the terms and conditions in any exhibit or attachment, the terms of this PLHA Loan Agreement shall govern. In the event of an actual conflict between the terms and conditions of this PLHA Loan Agreement and the PLHA Program regulations or circulars, the latter shall govern.

**Section 23. Entire Agreement**

 This PLHA Loan Agreement constitutes the entire understanding between the Parties as to the matters set forth herein and the Parties hereto shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained herein.

**Section 24. Amendments**

 This PLHA Loan Agreement may be modified or amended only by a writing duly authorized and executed by the Parties. Any oral agreement or understanding between the Parties shall be of no effect unless the same shall be reduced to writing duly approved and executed by them.

**Section 25. Parties Bound**

 Except where expressly excepted herein, the covenants and conditions contained in this PLHA Loan Agreement shall apply to and bind the legal representatives, successors, and assigns of all of the Parties hereto, and all of the Parties hereto shall be jointly and severally liable hereunder.

**Section 26. Counterparts; Multiple Originals**

This PLHA Loan Agreement may be executed in counterparts, and multiple originals, each of which shall be an original and all of which shall constitute the same instrument.

[Signatures on Following Page]

**IN** **WITNESS WHEREOF,** County and Borrower have caused this PLHA Loan Agreement to be executed and attested by their respective officers thereunto duly authorized.

**COUNTY OF SISKIYOU**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BORROWER**

MOUNT SHASTA CHESTNUT STREET LP,

a California limited partnership

By: Mount Shasta Chestnut Street LLC,
a California limited liability company,
its Administrative General Partner

 By: Danco Communities,
 a California corporation,
 its Manager

 By:

 Daniel Johnson (Date)

 President

 And: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Christopher Dart (Date)

 Secretary

By: Community Revitalization and Development

 Corporation, a California nonprofit public

 benefit corporation, its Managing General Partner

 By:

 David Rutledge (Date)

 President

 And: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Shelby Marocco (Date)

 Vice President

**EXHIBIT “A”**

**COUNTY OF SISKIYOU**

**PLHA LOAN AGREEMENT**

**LOW INCOME HOUSING PROJECT**

**735 CHESTNUT STREET, MOUNT SHASTA, CALIFORNIA**

**(County of Siskiyou/ Mount Shasta Chestnut Street LP)**

**LEGAL DESCRIPTION**

REAL PROPERTY IN THE CITY OF MOUNT SHASTA, COUNTY OF SISKIYOU, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 17 THROUGH 32, BLOCK 18, ACCORDING TO THE MAP OF THE CITY OF MT. SHASTA, FORMERLY SISSON, SISKIYOU

COUNTY, STATE OF CALIFORNIA, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 057-112-010

**EXHIBIT “B”**

**COUNTY OF SISKIYOU**

**PLHA LOAN AGREEMENT**

**LOW INCOME HOUSING PROJECT**

**735 CHESTNUT STREET, MOUNT SHASTA, CALIFORNIA**

**(County of Siskiyou/ Mount Shasta Chestnut Street LP)**

**ELIGIBLE COSTS**

The Loan Funds, provided for pursuant to this PLHA Loan Agreement shall be limited in their use to the following expenses associated with the Project.

**Eligible Costs:**

Demolition, infrastructure, off-site improvements required in conjunction with construction of the apartment Project to serve Extremely Low-Income households including:

Demolition and removal of debris

Site preparation/grading

Surveying

Physical removal of environmental contaminants or treatment of contaminants to render them harmless

Utility connections

Construction costs

Design and engineering costs

**Disbursement Conditions:**

Payment shall be on a reimbursement basis for actual approved costs. Borrower shall submit the Project Payment Request form which follows, not more often than monthly. Requests for payment shall include documentation evidencing the cost of the service.

**PROJECT PAYMENT REQUEST**

Account Numbers:

**PAYMENT REQUEST SUMMARY**

Project Draw Number\_\_\_\_\_\_\_\_\_\_\_ Draw Period (from)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to)\_\_\_\_\_\_\_\_\_\_\_\_\_

 ARCHITECTURAL SERVICES $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 FEES AND PERMITS $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 PROJECT ADMINISTRATION $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 CONSTRUCTION EXPENSES $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **TOTAL PAYMENT REQUESTED THIS PERIOD $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**REQUIRED DOCUMENTATION**

\_\_\_Copies of invoices with summary request for non-construction costs.

 \_\_\_Construction draw summary by trade (work in place, stored and cumulative) including construction retention log. Use AIA G702/G703 payment format.

 \_\_\_Copies of all signed Change Orders along with Change Order disbursement

 summary.

Pursuant to the PLHA Loan Agreement between County of Siskiyou and Mount Shasta Chestnut Street LP. We are hereby requesting a payment of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Project.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date

Approved:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

**EXHIBIT “C”**

**PLHA LOAN AGREEMENT**

**LOW INCOME HOUSING PROJECT**

**735 CHESTNUT STREET, MOUNT SHASTA, CALIFORNIA**

**(County of Siskiyou/ Mount Shasta Chestnut Street LP)**

**DEED OF TRUST**

**EXHIBIT “D”**

**PLHA LOAN AGREEMENT**

**LOW INCOME HOUSING PROJECT**

**735 CHESTNUT STREET, MOUNT SHASTA, CALIFORNIA**

**(County of Siskiyou/ Mount Shasta Chestnut Street LP)**

**REGULATORY AGREEMENT**