

CITY OF CARSON
PLHA Residential Rehabilitation Program

LOAN ACCEPTANCE AGREEMENT AND ATTACHMENT NO. 1

Owner:

Property:

Contractor:

Contract Amount:

Loan Amount:

Grant Amount:

CONDITIONS OF LOAN APPROVAL:

- 1. PROGRAM FUNDING AND RELATIONSHIP OF THE PARTIES TO THE TRANSACTION.** Residential Rehabilitation Program was established to provide financial assistance for the repair of eligible owner-occupied residential properties in the city of Carson (city). Funding for the payment of Program activities inclusive of the above specified contract amount are derived in part or in whole from state Department of Housing and Community Development (PLHA) Program funds (HCD). The city is not a party to the Contractor Agreement (Agreement), however the city is responsible for the expenditure of PLHA program funds in conformance with all applicable federal, state, and local requirements. In fulfillment of these oversight obligations and responsibilities, the city monitors the scope of work performed, the procurement of contract services, the contract inclusions, the improvements performed, the disbursement process, and other Department of Housing and Community Development related requirements.
- 2. PURPOSE OF LOAN.** Loan funds shall only be used to pay for repairs to the above property as stipulated in the Agreement dated _____, between the above owner and contractor. The owner has carefully reviewed said Agreement and has indicated his/her acceptance of its terms by their signing of the Agreement (Attachment No. 1 - Contractor Agreement).
- 3. INDEMNIFICATION.** Owner shall at all times indemnify and hold harmless the city and any and all of its respective officers, employees, agents and representatives, from and against all claims, suits, damages, costs, losses and expenses, (including, but not limited to fines, penalties, litigation costs, and attorneys' fees) arising out of or connected with any and all work performed by contractor under any agreement executed pursuant to the Program.
- 4. DISBURSEMENT OF LOAN FUNDS.** The city will pay the contractor on behalf of the owner for satisfactory performance of the Contractor Agreement, payable as set forth in the general conditions of the Agreement. The owner shall not be reimbursed for work performed by the owner. Any work which is not included in the Agreement and/or work not performed in accordance with the Agreement will not be paid for by the city. The owner authorizes the city to disburse funds for the approved payment of amounts due under the Agreement directly to the contractor.

Payment request packages shall be submitted to the city for approval. Such payment request packages shall be in the format described in Section 2 of the general conditions – Attachment B of the Agreement. All items of repair authorized by the Agreement and approved by the city may be paid after request for payment has been received and an inspection of such work by a city Building & Safety Division Inspector and/or Program Representative confirms that the work is satisfactory.
- 5. TRANSFER OF LOAN.** Owner agrees that the loan has been authorized on the basis of information provided by owner in their program application and on the basis of owner's eligibility for the program. This loan shall not be transferable in the event owner sells the subject property prior to or during the course of contractor's performance of the work pursuant to the Agreement. In such event, owner agrees to be liable for all costs incurred to repair the property, thereby relieving city from any payment obligation for any labor or materials on and after the date escrow closes on the property sale.

- 6. COMMENCEMENT OF WORK.** Owner agrees that rehabilitation work shall not commence until all permits are issued and a written proceed order is issued by the city in connection with the approved Agreement. Owner agrees that the city will not be responsible for or reimburse owner for any and all funds advanced to the contractor by the owner. Owner agrees that materials purchased, work commenced or construction agreements signed prior to the effective date of the Agreement are solely owner's responsibility, and are not eligible for reimbursement by city pursuant to the Program.

APPLICANT AFFIDAVIT/ACCEPTANCE OF CONDITIONS OF LOAN APPROVAL:

I/WE, as the applicant(s) and owner(s) of property to be repaired through the HOME Residential Rehabilitation Program do hereby acknowledge, agree to and accept, all conditions of loan approval as stated above. I/WE, further understand that any misstatements, omissions, misrepresentations, deletions, falsifications, or other actions which result in MY/OUR not conforming to the conditions listed above or complying with the terms of any program related requirements, including but not limited to any contract, application or affidavit, will subject MY/OUR application to immediate cancellation and cause any disbursed funds to become immediately due and payable, and may result in legal action against the Owner.

Owner,

Date

Owner,

Date

ATTACHMENT NO. 1
to the LOAN Acceptance Agreement

CITY OF CARSON
PLHA Residential Rehabilitation Program
CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (Contract) is made this day of _____,
by and between, _____, (contractor), and, _____, (owner).

WITNESSETH, that the parties, for the considerations stated herein, mutually agree as follows:

- A. The contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, fixtures, and services, including transportation services, and perform and complete all work required for the home repair and improvement in an efficient and workmanlike manner, in strict accordance with this contract.

- B. Funding for payment by the city of Carson (city) of the contract price shall be derived in part or in whole from state Department of Housing and Community Development (PLHA) Program funds. Contractor shall be paid for satisfactory performance of this contract in the sum _____(\$ _____), payable as set forth in the General Conditions. Satisfactory performance shall be defined as rehabilitation work, identified in the signed and accepted copy of the Work Description and Bid Proposal Form (Attachment A), which has been completed by contractor, inspected by appropriate city representatives, and accepted in accordance with contract terms and provisions.

- C. This Contract includes the following attachments:
 - 1. Signed and accepted copy of the Work Description and Bid Proposal Form (Attachment A)
 - 2. General Conditions (Attachment B)
 - 3. Schedule of Progress Payments (Attachment C)
 - 4. Notice of Three Day Right to Cancel (Attachment D)
 - 5. Mechanics Lien Warning (Attachment E)

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in an original and two (2) copies on the day and year first above written.

Contractor Signature,

Owner,

License No. and Classification

Owner,

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

You have the right to require the contractor to have a performance and payment bond.

The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you two copies of a "Notice of the Three Day Right to Cancel."

In the event that owner chooses to exercise their Right to Cancel, the Notice of Cancellation may be forwarded to the contractor at the address listed on Page 1 of this Contract.

Information about the Contractors' State License Board (CSLB):

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826

WORKERS' COMPENSATION INSURANCE

This contractor:

- has no employees and is exempt from workers' compensation requirements.
- carries workers' compensation insurance for all employees.

A copy of the contractor supplied certificate of workers' compensation insurance coverage is attached to this contract.

COMMERCIAL GENERAL LIABILITY INSURANCE

This contractor:

- does not carry commercial general liability insurance
- carries commercial general liability insurance written by:

You may call the insurance company at
to check the contractor's insurance coverage.

A copy of the contractor supplied certificate of general liability insurance coverage is attached to this Contract.

INSERT ATTACHMENT A
to the Contractor Agreement

ATTACHMENT B
to the Contractor Agreement

CITY OF CARSON
PLHA RESIDENTIAL REHABILITATION PROGRAM
GENERAL CONDITIONS FOR CONTRACTOR AGREEMENT
(Hereinafter referred to as General Conditions)

Section 1 - Commencement of Work

No work shall be commenced by the Contractor until he/she has received a written proceed order from the city of Carson (city). Any work commenced by the contractor prior to the issuance by the city of a Notice to Proceed shall not be paid through the city PLHA Residential Rehabilitation Program (Program).

The city will issue a written proceed order within 30 calendar days from the date of Contract execution, provided the contractor has complied with the provisions of Sections 3, 9, and 11.

- A. The contractor must commence work within ten (10) calendar days after the issuance of the proceed order, or within a reasonable period of time as mutually agreed upon by the owner and the contractor.
- B. The contractor must satisfactorily complete the work within 30 calendar days after the issuance of the proceed order, or within a reasonable period of time as mutually agreed upon by the owner and the contractor.

Section 2 - Payment for Work

- A. The contractor may submit up to four (4) payment request. A ten percent (10%) retention will be withheld from all invoices. Final payment (10 percent of total contract amount) may be paid 35 calendar days after a Notice of Completion is issued for the work.
- B. The contractor shall submit payment request packages to the owner for written approval. Said payment request packages shall include all pertinent invoices, material and lien releases, certifications, a list of subcontractors and materialmen, copies of applicable permits, and the payment request form to be signed by the owner. Contractor's submission to owner for final payment must also include the owner's Certification of Acceptance, a copy of the Building & Safety sign off card, and the Notice of Completion.
- C. Each payment request will be paid by the city within 30 calendar days after the request for payment has been received by the city and an inspection by a city Building & Safety Division Inspector and/or Program Representative confirms that the work is satisfactory. A deduction in the amount listed on the schedule of prices in the Work Description and Bid Proposal Form will be made for any portion of the work listed in the payment request that does not pass inspection.
- D. Owner and contractor authorize the city to control disbursement of funds for payment of the contract price to contractor, pursuant to the above-stated payment arrangement.
- E. Owner and contractor agree to hold harmless, defend and indemnify city from any claim for failure to pay pursuant to the above-stated payment arrangement. City shall bear no responsibility to owner for any lien(s) placed upon the subject residence. Contractor agrees to hold harmless, defend and indemnify owner from any claim for unpaid work, labor, or materials with respect to contractor's performance.
- F. By my initials below, I acknowledge that I have read, understand, and accept the conditions and requirements of this Section 2:

Owner's Initials

Contractor's Initials

Section 3 - Contractor's Liability Insurance

Contractor and all subcontractors shall procure and maintain at their expense, during the term of this Contract, the following insurance:

- A. Workman's Compensation Insurance, providing coverage as required by the California State Workman's Compensation Law.
- B. Comprehensive general liability insurance with coverage of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage, naming the city as an additional insured.

Contractor shall provide written proof of the existence of the above insurance in the form of a Certificate of Insurance acceptable to the city. Contractor is responsible for assuring that the insurance carrier will notify the city in writing 10 calendar days before the cancellation of such insurance.

Section 4 - Contractor Indemnification

Contractor shall indemnify, defend and hold harmless the owner, city, and any and all of city's respective officers, employees and agents from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including attorney fees and costs that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of contractor hereunder, or arising from contractor's performance of or failure to perform any term, provision, covenant or condition of this contract, excluding only willful misconduct of the owner or city and its officers, agents or employees.

Section 5 - Independent Contractor

Neither the city nor any of its representatives nor the owner shall have any control over the manner, mode or means by which contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor and shall remain at all times as to city a wholly independent contractor with such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of city or owner.

Section 6 - Not Agent of City

Contractor shall have no authority, expressed or implied, to act on behalf of the city in any capacity whatsoever as an agent, nor shall contractor have any authority, express or implied, pursuant to the Residential Rehabilitation Program, to bind the city to any obligation whatsoever.

Section 7 - Liabilities

Contractor shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may be caused by contractor's negligent performance of any and all work conducted under the Residential Rehabilitation Program, whether such performance be by contractor, its subcontractors or agents, or whether such damage shall accrue or be discovered before or after termination of Contractor's Agreement to perform the repairs authorized under the Program.

Contractor shall not assert a claim against the city, its officers, agents or employees arising out of any act or omission of the aforementioned, in the execution or performance of any agreement pursuant to the Residential Rehabilitation Program.

Contractor shall require each subcontractor to agree in his/ her contract for services not to make any claim against the city, its officers, agents or employees.

Nothing in any Agreement executed pursuant to the Residential Rehabilitation Program in which the owner and contractor are parties shall be construed to give any person other than owner and contractor any legal or equitable rights, remedies, or claims.

Section 8 - Inspection by Department

City shall be permitted to inspect work performed by contractor to ensure that the work is performed in accordance with the provisions of this contract and applicable general and local law and codes. The city shall be permitted at all reasonable times to inspect and review all relevant data and records of contractor. Contractor agrees to retain and provide to city, access to any books, documents, papers and records for audit or examination for a minimum of three (3) years after final payment and all other pending matters relative to the performance of this contract are closed.

Section 9 - Permits and Codes

Contractor agrees to secure and pay for all permits and licenses required, and to adhere to applicable codes and requirements, whether or not covered by the specifications and drawings for the work, including state of California contractor registration requirements.

Contractor shall perform all work under the contract in conformance with applicable laws, ordinances, regulations, and orders, whether or not such applicable laws, ordinances, regulations, and orders are set forth in this contract or the attachments thereto.

Section 10 - Unacceptable Risk

Contractor represents that at the time of execution hereof that neither contractor nor its subcontractors are listed on the System For Award Management (SAM) of the U.S. Government.

Section 11 - Materials and Workmanship

Except as otherwise noted, contractor shall provide and pay for all materials, labor, tools, and other items necessary to complete the work. Contractor warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry, and unless otherwise specified, all materials used in connection with the work to be performed shall be new, fit for the purpose intended, and both workmanship and materials shall be of good quality.

Unless otherwise stated all colors, textures, styles and materials shall be of the owner's choosing.

All workmen and subcontractors shall be skilled in their trades.

Contractor shall provide owner and city with the names and addresses of all subcontractors to be utilized for the work prior to the start of construction.

Section 12 - Amendments

Owner and contractor expressly agree that any amendment of, or supplement to, this contract including but not limited to material changes or alterations in the work or price as provided above, must be made in writing, mutually agreed upon by both parties and approved by the city.

Section 13 - Extension of Time of Completion

The time of completion of the contract shall be extended by the number of calendar days which contractor or subcontractor are prevented from performing work as a result of:

- A. Inclement weather;
- B. Acts of owner not contemplated by this contract;
- C. The unavailability of workers or materials because of labor disputes;
- D. Circumstances which could not reasonably have been foreseen at the time of signing this contract;
and
- E. Delay of any subcontractor for any of the above causes.

If completion is delayed for reasons beyond contractor's control, contractor shall provide timely notice to owner of the reasons for the delay and shall be obligated to substantiate its claim by adequate documentation.

If contractor fails to complete the work within the time period set for performance, owner may seek resolution through the procedure identified in Section 18.

Section 14 - Assignment and Delegation

Contractor shall not assign any right under this contract except upon prior written authorization of the owner and city. Any request for assignment must be addressed to the owner and city for their written approval before consent is given. Contractor shall not make any delegation of authority or responsibility, which would in any way purport to relieve him/her of any obligation imposed by this contract.

Section 15 - Warranty of Title

Contractor shall guarantee good title to all materials, supplies, and equipment installed or incorporated in the work. Upon completion of all work, contractor shall deliver such work, together with all improvements and appurtenances constructed or placed pursuant to this contract, to owner free from any claims, liens, or charges.

Section 16 - Guarantee of Work

No provision of this contract (including the final payment), nor the use of the improvements constructed hereunder, shall relieve contractor of responsibility from faulty materials or workmanship. For good and valuable consideration, contractor hereby agrees to provide a full one-year warranty to the owner, which shall extend to subsequent owners of the property to be improved. The warranty shall provide that improvements, hardware and fixtures of whatever kind or nature installed or constructed on said property by contractor are good quality, and free from defects in materials and workmanship; provided, however, that the warranty set forth in this Section shall apply only to such deficiencies and defects as to which owner or subsequent owner shall have given written notice to contractor, at its principal place of business, within one (1) year from the date of contractor's request for final payment. Upon notice from the owner, contractor shall repair or remedy any defect in materials or workmanship, and pay for any damage from such defects subject to the warranty contained in this Section.

Notwithstanding the foregoing one-year warranty period, new or replacement roofing installation shall be similarly guaranteed for a period of five (5) years from the date of contractor's request for final payment.

Contractor shall furnish to owner and to city all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this contract.

Contractor agrees that all the warranties contained herein shall apply to all work performed pursuant to this contract, including work performed by any subcontractor.

Section 17 - Equal Opportunity Provisions

A. During the performance of this contract, the contractor agrees to comply with the following federal provisions:

- (1) Executive Order 11246 requires that during the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor setting forth the provisions of this nondiscrimination clause.
- (2) Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701 et seq., requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (3) Title VI of the Civil Rights Act of 1964 provides that no person shall, on the grounds of race,

color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- (4) Section 109, Title I of the Housing and Community Development Act of 1974 provides that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this Title.
- (5) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

B. Contractor agrees to include the above provisions in every subcontract for work in connection with this project.

Section 18 - Disputes

In the event of any dispute arising out of this contract or from the breach thereof, the injured party shall notify the injuring party and the city in writing of its contentions. The injured party shall continue to perform its obligations under the contract so long as the injuring party commences to cure such dispute within seven (7) calendar days of service of such notice and completes the cure of such dispute within fourteen (14) calendar days after the service of such notice, or a longer period as may be permitted by the injured party. If the dispute is not resolved within the fourteen (14) calendar day cure period, the injured party shall notify the city, who shall attempt to mediate the dispute. Compliance with the dispute notification and city mediation provisions shall be a condition precedent to binding arbitration.

In the event that city mediation does not resolve the dispute arising out of or relating to this contract, or the breach thereof, the dispute shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration. One copy of any arbitration filing shall be submitted to the city, Attention: Residential Rehabilitation Program.

Section 19 – Termination of Contract by Mutual Agreement

If owner and contractor mutually agree to terminate this contract, a signed termination notice signed by both parties shall be provided to the city. Upon delivery of such notice, contractor shall immediately surrender possession of the premises and remove all of his/her equipment and material therefrom. Contractor shall, upon such termination, deliver material and labor lien releases, executed by all persons and firms supplying labor and/or materials to the premises. City shall be obligated to pay contractor only the dollar amounts listed on the schedule of prices in bid form for each individual portion of the work completed by contractor that passes city Building & Safety inspection and is accepted by owner before the date of contract termination. In computing the amount due, contractor shall not be entitled to any allowance for overhead, profit, insurance, or other similar items. Payment shall be made to contractor only after the total job has been completed by the substitute contractor, chosen by the owner and accepted by the city.

No further rehabilitation work shall commence until the Request for Substitution of Contractor and Termination of contract form, releasing the original contractor from his/her contractual obligations, is on file at the city, and a new contract is signed between the substitute contractor and the owner. Owner shall select the substitute contractor from the original bidding contractors based on the lowest total bid amounts for the work which requires completion. If the expense of finishing the work exceeds the unpaid balance on this contract, the original contractor shall be liable to the extent that completion costs exceed the original contract price.

One copy of each such notice shall be submitted to the city, Attention: Residential Rehabilitation Program.

Section 20 - Other Contractors

During the time for performance of work under this contract, the owner shall not have other contractors or workmen on the portion of the premises where work is to be performed by contractor. This restriction shall not

apply if contractor is in default under this contract.

Section 21 – Lead-Based Paint Products

In compliance with 24CFR Part 570.611 of HCD regulations, lead-based paint products shall not be used.

Section 22 - Protection of Property

Contractor shall ensure that contractor and his/her employees and subcontractors provide adequate protection to the homeowner(s) property, both interior and exterior, during the construction process. This includes covering the furniture and protecting the flooring during sanding and painting, protecting outdoor plants during sandblasting and painting, etc. Contractor shall not use the owner's personal property such as towels, sheets, shovels, tools, etc. Contractor must supply his/her own tools, and furniture covers. Contractor shall coordinate with the owner regarding which items of furniture need to be removed prior to commencement of work.

Contractor shall keep the premises free from accumulation of waste material and rubbish and, at the completion of work, he/she shall remove from the premises all rubbish, implements, surplus materials, and surplus equipment. Contractor shall leave the building and the premises broom clean.

Section 23 - Contingency Amount

No contingency amount is available. If Owner or Contractor incurs expenditures in excess of the Contract price, City shall not be responsible to pay the additional cost.

Section 24 - Contract Documents

The Contract shall include:

1. Contractor Agreement; and,
2. Signed and accepted copy of the bid and proposal, property rehabilitation work write-up and standard specifications; and,
3. These General Conditions; and,
4. Schedule of Progress Payments; and,
5. Notice of Three Day Right to Cancel; and,
6. Mechanics Lien Warning.

Section 25 - Additions or Deletions to Contract

In the event a change is required in the scope of work to be done, the contractor shall prepare a change order request indicating the change for addition, deletion, or deviation from the original construction contract. Said change order request shall be signed by the Contractor and be approved in writing by the owner and the city before contractor proceeds with the work.

Section 26 - Source of Funds

The city has applied for and received state Department of Housing and Community Development (PLHA) Program funds from the United States Government through the State Department of Housing and Community Development (HCD).. Such funds are being utilized for this project.

Section 27 - Conflict of Interest

Contractor covenants that neither he nor she nor any officer of the corporation, or partnership, as the case may be if contractor be corporation or partnership, has any interest, nor shall they acquire interest, directly or indirectly, which would conflict in any manner with the performance of contractor's services under this contract. Contractor further agrees that in the performance of this contract, no person having an interest of the above nature shall be employed by him or her.

No officer, employee, or member of the governing body of the city who exercises any function or responsibilities connected with this contract shall have any financial interest, direct or indirect, in this contract.

Section 28 - Notice

Any notice required to be given, under this contract shall be in writing and shall be personally served or given by mail. Any notice by mail shall be deemed to have been given when deposited in the United States mail, certified and postage prepaid addressed to the party to be served as follows:

To Owner:

To Contractor:

To City: City of Carson
 City Hall
 Attn: PLHA Residential Rehabilitation Program
 701 East Carson Street
 Carson, CA 90745

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties to it.

Section 30 - Order of Priority of Contracts

The provisions of this Contract shall have priority over all other contracts and Agreements concerning the work described herein.

Section 31 - Expediency

Time is of the essence of each and every covenant, term, condition and provision of this contract as to both parties hereto.

Section 32 - Entirety of Agreement

It is understood that there are no oral agreements between the parties hereto affecting this contract and, this contract supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties hereto, and none shall be used to interpret or construe this Contract.

Section 33 - Acknowledgment

All warranties herein are in addition to and not in limitation of all other rights and remedies to which owner, and subsequent owners, may be entitled to at law or in equity, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by owner and shall be binding on the undersigned notwithstanding any provision to the contrary contained in any instrument heretofore or hereinafter executed by owner. Contractor hereby acknowledges that this contract has been approved by the city.

For the consideration named herein, contractor proposes to furnish all the materials and do all of the work described herein, and in accordance with the Contract identified above in Section 27 of the General Conditions, for the price of _____ (\$ _____).

Name (Print) Contractor,

Name (Print) Owner,

Contractor Signature,

Owner Signature,

Contractor's License Number

Name (Print) Owner,

Contractor Address

Owner Signature,

Contractor City, State, Zip Code

Owner Address

Contractor Telephone Number

Owner City, State, Zip Code

Owner Phone Number

Date of Acceptance

ATTACHMENT C
 to the Contractor Agreement

Original Schedule Progress Payment Schedule Amendment No. _____

OWNER NAME: _____
 PROJECT _____
 ADDRESS: _____
 CONTRACTOR: _____
 _____ License No. _____

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment.

IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

In accordance with the contract agreement, each progress payment amount is subject to retention of ten percent (10%) of the contract value of the work completed at the time of payment.

Progress Payment No. 1	
Work/Services to Be Completed	Contract Amount
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
Total Amount for Completion of the above specified work	

Final Payment No. 1	
Work/Services to Be Completed	Contract Amount
1. 10% Retention Payment	
Total Amount for Completion of the above specified work	

ATTACHMENT D
to the Contractor Agreement

NOTICE OF RIGHT TO CANCEL
Notice of Cancellation

(Enter date of transaction)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

(Contractor)

(Contractor Address)

not later than midnight of _____
(Date)

I hereby cancel this transaction _____
(Date)

(Homeowner's Signature),

ATTACHMENT E
to the Contractor Agreement

MECHANICS LIEN WARNING

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect your self is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe.

**CITY OF CARSON
OWNER OCCUPIED PLHA REHABILITATION PROGRAM
DEFERRED LOAN**

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned hereby promises to pay to the CITY OF CARSON, upon the sale, conveyance, assignment, hypothecation or other transfer to any party (ies) of any interest of the undersigned in the property described in the Deed of Trust executed this date by the undersigned and referred to below, the principal sum of _____ (\$_____ without interest thereon provided, however, that the undersigned shall pay interest, upon demand, on any amount not paid when due at the rate of three percent, (0%) per annum. All payments hereunder shall be made in lawful money of the United States of America at the office of holder at City of Carson, 701 East Carson Street, Carson, California 90745.

The undersigned may prepay this Note in whole or in part, at any time without premium or penalty.

Presentment, demand, protests and notice is hereby expressly waived by the undersigned. Should payment hereof not be made when due, the undersigned further promises to pay all costs of collection, including, without limitation, attorney's fees, incurred by holder in connection herewith.

This Note is secured by a Deed of Trust, dated concurrently herewith by and between the undersigned as Trustor, and Holder, as beneficiary, reference to which is hereby made for additional terms and conditions affecting this Note, and Chicago Title Company, as Trustee.

This Note shall be governed by and construed in accordance with the laws of the State of California. If the undersigned is more than one, each covenant and obligation contained herein shall be joint and several.

Signature

Date

Signature

Date

NOTICE OF RIGHT TO CANCEL

Borrower :

Property Address:

Loan No.

YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage, lien, or security interest on/in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

1. the date of the transaction, which is _____ ; or
2. the date you received your Truth in Lending disclosures; or
3. the date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage, lien, or security interest is also canceled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the lien on/in your home has been canceled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing.

Name of Creditor

at **City of Carson
PLHA Rehabilitation Program
701 East Carson Street
Carson, CA 90745**

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of (or midnight of the third business day following the latest of the three events listed below). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

Signature

Date

TRUTH IN LENDING DISCLOSURE

CREDITOR: City of Carson PLHA Rehabilitation Program

BORROWER:

Loan # _____

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
(The cost of your credit as a yearly rate.)	(The dollar amount the credit will cost you.)	(The amount of credit provided to you or on your Behalf.)	(The amount you will be paid after you have made all payments as scheduled on the current Annual Percentage Rate.)
0%	0.00	\$	

The total amount of principal and accrued interest will be due and payable in full when you no longer occupy the property as your principal place of residence, or your legal interest, or any part of your interest in the property is sold, transferred or conveyed, whether voluntarily or involuntarily.

OWNER OCCUPANCY: **THIS LOAN REQUIRES THAT YOU REMAIN THE OWNER OCCUPANT OF THE PROPERTY SECURING THE LOAN**

PREPAYMENT: If you pay off early, you will not have to pay a penalty.
SECURITY: You are giving a security interest in the property at:

INSURANCE: _____
 You may obtain property insurance from any one that is acceptable.

ASSUMPTION: Your loan is NOT ASSUMABLE, in whole or in part, by anyone acquiring an interest in the property, EXCEPT THAT your spouse may assume the loan if he or she acquires an interest, or a further interest, in the property as a result of your death or the dissolution of your marriage.

See your contract documents for any additional information about non-payment, default any required repayment in full before the scheduled date, and any prepayment charges.

ACKNOWLEDGMENT: I (We) acknowledge receipt of this disclosure.

 Signature

 Date

 Signature

 Date

I/WE ACKNOWLEDGE RECEIPT OF TWO COPIES OF NOTICE OF RIGHT TO CANCEL AND ONE COPY OF THE FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT, ALL GIVEN BY LENDER IN COMPLIANCE WITH TRUTH-IN-LENDING SIMPLIFICATION AND REFORM ACT OF 1980 (PUBLIC LAW 96-221).

FAIR LENDING NOTICE

Under the Housing Financial Discrimination Act of 1977, it is unlawful for a financial institution to refuse to make a loan or to offer less favorable terms than normal (such as a higher interest rate, larger down payment or shorter maturity) based on any of the following:

1. Neighborhood characteristics (such as the average age of the homes or the income level in the neighborhood) except to limited extent necessary to avoid unsafe and unsound business practice.
2. Race, sex, or color, religion, marital status, national origin or ancestry.

It is also unlawful to consider, in appraising a resident, the racial, ethnic or religious composition of particular neighborhood, or whether or not such composition is undergoing change or is expected to undergo change.

If you wish to file a complaint or if you have any questions about your rights, contact:

**Real Estate Commissioner
Department of Real Estate
2201 Broadway
Sacramento, CA 95814**

**Secretary of the Business,
Transportation and Housing Agency
1120 N Street
Sacramento, CA 95818**

When you file a complaint, the law requires that you receive a decision within 30 days.

I/We have received a copy of this notice.

Buyer/Borrower: _____ Date: _____

Buyer/Borrower: _____ Date: _____

PLHA Rehabilitation fair lending notice

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Carson
Community Development Department
701 East Carson Street
Carson, California 90745
Attn.: PLHA Rehabilitation Program
Debra Scott

DEED OF TRUST

WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY

This DEED OF TRUST, made as of _____, **2023**, between _____ called TRUSTOR, whose address is _____, California _____, _____, a California Corporation, herein called TRUSTEE, and the City of Carson, herein called BENEFICIARY.

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City of Carson County of Los Angeles California, described as:

APN:

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of _____ **and 00/100 Dollars (\$000,000.00)** with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust and (Exhibit "A" deed of trust rider).

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of Trust recorded in the book and page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY

BOOK PAGE COUNTY

BOOK PAGE COUNTY

BOOK PAGE COUNTY

BOOK PAGE

Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumes	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	71-10-26	615	Sonoma	2067	427
Calveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Dej Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5 Book 1964, Page 149774					

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties) are preprinted on the following pages hereof and are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

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)
) SS.
 COUNTY OF LOS ANGELES)

On this _____, before me, _____, personally appeared _____, known to me (or proved 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.

WITNESS my hand an official seal .

Signature _____ (Seal)

Notary Public

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each County in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

- (5) To pay immediately and without demand all sums so expanded by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him or her in the same manner and with the same effect as above provided for regarding disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his or her own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall Cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(9) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(10) Upon a Transfer of the real property described herein, all sums secured hereby will, at the option of the Beneficiary and to the extent permitted by law, become fully due and payable, without notice or demand. As used herein, the term "Transfer" means any sale, conveyance or other transfer of said real property or any interest therein, any lease or rental of all or any part of said real property, and any agreement by the Trustor to do any of the foregoing, but does not mean a transfer of title from one co-trustor signing this Deed of Trust to another co-trustor signing this Deed of Trust as a result of the death of the first co-trustor and does not mean a transfer of title by the Trustor to a trust of which the Trustor is the sole beneficiary.

EXHIBIT "A"

**DEED OF TRUST
RIDER**

The Trustor(s), understand(s) and agree(s) that the loan secured by this Deed of Trust is made from PLHA funds, provided by the CITY OF CARSON Deferred Loan Program, for the sole purpose of enabling the Trustor(s) to rehabilitate the real property described above (hereinafter referred to as "the property"). Furthermore, the Trustor(s) understand(s) and agree(s) that the return of those funds are necessary for the perpetuation of the program. Therefore, if the Trustor(s) property is no longer the primary residence, or should the Trustor(s) sell, convey or alienate the property, or any part thereof, or any interest therein, or be divested of title to the property, or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, the Beneficiary shall have the right, at its option, to declare the indebtedness secured hereby, irrespective of the maturity date specified herein, immediately due. Principal payable in lawful money of the United States.

Signature

Signature

Date

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO _____ TITLE COMPANY

The undersigned is the legal owner and holder of the note or notes and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust, Rider. OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.