DEVELOPER AGREEMENT BETWEEN THE COUNTY OF HAYWOOD, NORTH CAROLINA AND MOUNTAIN PROJECTS, INC.

THIS AGREEMENT is made effective this [21st] day of [July], 2025, between the County of Haywood in the State of North Carolina ("County) whose address is: 215 N. Main Street, Waynesville NC 28786 and Mountain Projects, Inc., a North Carolina non-profit corporation, ("Developer"), whose address is: 2177 Asheville Road, Waynesville NC 28786.

WITNESSES:

WHEREAS, County has received a subgrant of U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) funding from the North Carolina Office of Recovery and Resiliency (NCORR); and

WHEREAS, this affordable single-family housing project consists of the new construction of at least 9 affordable single-family units and related infrastructure known as: Harkins Avenue ("Project") located at: Harkins Avenue/Phillipsville/Circle Drive, Canton NC 28716, to be made available for sale to households that qualify as low-moderate-income; and

NOW THEREFORE, in consideration of the mutual covenants promises and obligations herein contained, including the attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

ARTICLE 1
Use of CDBG-DR Funds

1. The maximum total award provided by the County, pursuant to this Agreement is $2,497,827.05 ("Award"). Award is contingent upon Developer receiving all funds necessary to complete construction of the proposed affordable single-family housing units, project-related infrastructure and Planning Costs (as hereafter defined). The Award funds shall be used to finance the Construction Costs (as hereafter defined) and Planning Costs of the Project. The Award shall be used in a manner that is consistent with the provisions of 24 CFR 570.

ARTICLE 2
Developer Provisions

2. It is understood that the Developer will maintain compliance with the CDBG-DR program for the term of this Agreement in accordance with 24 CFR Part 570. The Developer agrees to provide information as may be requested by the County to document its continued compliance, including but not limited to income

certification of its tenants prior to transaction closing.

2.1. The project is conditionally approved for 23 units, contingent on a major site plan review approval from the Town of Canton. The project has a minimum of 9 units.

ARTICLE 3
Affordability

3. The units in the Project financed in whole or in part with CDBG-DR Funds (the "CDBG-DR Units") will meet the affordability requirements as found in 24 CFR 570.208(a)(3) for single-family housing developments, as outlined below.

3.1 A Declaration of Restrictive Covenants (the "Deed Restrictions") will be executed by the Developer. Specifically:

a. For a period of fifteen (15) years for the new construction units, commencing on the date of completion of construction and submission of a project completion report by the County (the "Affordability Period"), the incomes, prior to transaction closing, of all homeowners of the CDBG-DR Units shall not exceed 80% of the Area Median Income (AMI) for the area in which the units are located.

b. This affordability requirement, as outlined in the Deed Restriction, shall remain in effect for the term stated herein irrespective of the sale, conveyance, or other transfer of the property, and irrespective of the termination, satisfaction, release, or other discharge of the mortgage or the lien thereof upon the property, and shall be binding upon the Developer, its successors, assigns and transferees, and all parties having any right, title or interest in the Project provided, however, that upon foreclosure by a loan or other transfer in lieu of foreclosure, the Affordability Period shall be terminated if such foreclosure or other transfer recognizes any contractual or legal rights of public agencies, non-profit investor sponsors, or others to take actions that would avoid the termination of low-income affordability; and further provided that the affordability restrictions shall be revived according to the terms hereof if, during the original affordability period, the Owner of record before the foreclosure or other transfer, or any entity that includes such former owner or those with whom such former owner has or had family or business ties, obtains an ownership interest in any of the Property.

c. The Developer, by its acceptance and recordation of the Deed Restriction, does, for the duration of the Affordability Period, hereby agree itself, and its successors and assigns, with the County, its successors and assigns, that the Developer, its successors and assigns, shall fully comply with the restrictive covenants set forth hereinabove and if the Developer, its successors and assigns, fails to comply with any of said covenants, any funds distributed under this agreement may be recaptured due to the regulatory requirements imposed on the funds involved.

d. Restrictive Covenants: The developer has created (and will record prior to closing the first transaction) a set of covenants and restrictions to maintain property values and promote a desirable living environment.

3.2 The Developer shall collect and maintain Project beneficiary information on households residing in the units pertaining to household size, income levels, racial characteristics, and household type in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with CDBG-DR and the Affordable Housing Development Fund - Haywood County Program Manual, version 3.0, requirements.

ARTICLE 4
Program Requirements

4. The Project shall meet the following requirements:

4.1 Environmental Review. No project construction or infrastructure funds will be advanced, and no construction or infrastructure costs can be incurred, until an environmental review record of the proposed site for the Project has been completed and a HUD Authorization to Use Grant Funds (AUGF) has been received as required under 24 CFR Part 58. The environmental review record may result in a decision to proceed with, modify or cancel the Project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review record and receipt by the Developer of a release of funds from HUD under 24 CFR Part 58.

Further, the Developer will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under this Agreement.

4.2 Nondiscrimination. In the selection of occupants for the Project units, the

Developer shall comply with all nondiscrimination requirements of 24 CFR 570.601-602 and 24 CFR Part 8.

4.3 Relocation. If the Project is occupied at the time of this commitment, the Developer will comply with the relocation requirements of 24 CFR 570.201, 24 CFR 570.606, and 49 CFR Part 24.

4.4 Accessibility. In addition to any state and local requirements, due to the source of the Award, the Developer shall comply with accessibility requirements in the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973.

4.5 Affirmative Marketing. The Developer shall comply with the County's requirements to affirmatively market any CDBG-DR Unit available for sale in a manner to attract homeowners without regard to race, color, national origin, sex, religion, familial status, or disability. The Developer agrees, in soliciting tenants, to do the following:

a. methods of nondiscriminatory affirmative outreach as defined in 24 CFR 576.407(b) to residents in target audience;
b. other means of advertising homes for sale, including such means as Multiple Listing Service, advertising, flyers, etc.;
c. printed materials and advertisements must include equal opportunity language;
d. approved language for use in flyers, advertising and listings regarding income qualifications of buyers and CDBG-DR financing being offered to buyers;
e. method and timing of prequalifying prospective buyers, in terms of CDBG-DR income eligibility and eligibility for mortgage financing;
f. policy for managing a waiting list of potential buyers;
g. sample disclosure statements to be given and explained to buyers prior to signing purchase agreements and at closing; and
h. provisions for establishing and adjusting sale prices.

Documentation regarding affirmative marketing shall be completed prior to unit occupancy and retained in the Developer's project file.

4.6 Expenditure of Funds. The Developer will ensure that any expenditure of the Award will be in compliance with the requirements of the NCORR Affordable Housing Development Fund Manual and any subsequent billing guidance, as well as all requirements set forth by the County, and acknowledges that CDBG-DR Funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

4.7 Monitoring. As a Subrecipient, the County will be monitored by NCORR at least annually for continued compliance throughout the entire

Affordability Period. Likewise, the Developer will be monitored by the County for compliance with the regulations of 24 CFR 570.900 for the Affordability Period. The Developer will provide reports and access to project files as requested by the County during the Project and for Five (5) years after completion and closeout of this Agreement.

ARTICLE 5
Other Federal and Program Requirements

5. The Developer agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Developer does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Developer does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Developer also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Developer further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

ARTICLE 6
Disbursement of Funds – Option by County Upon
Premature Project Termination

6. Detailed site plan and environmental review costs. County will advance the Developer's contracted costs for a detailed site plan and environmental review ("Planning Costs").

Infrastructure and construction costs. The Developer will request disbursement of funds for infrastructure and construction costs as they are incurred ("Construction Costs"). County shall verify by inspection the progress of the work prior to disbursement. The disbursement of funds shall occur according to the Request for Reimbursement process as described by the County.

Funds will be advanced by County to Developer only if the County has found all expenses incurred by the Developer to be eligible, necessary, reasonable, allowable, and allocable to the CDBG-DR program.

6.1 Premature termination of Project. If, after the receipt by Developer and County of the detailed site plan, environmental review, and Authority to Use Grant Funds, Developer elects not to proceed with the project, then Developer grants to County an option by County to acquire: 1) the project site from Developer at the Developer's original acquisition costs (an agreed sum of $300,000) and 2) an assignment from Developer of the detailed site plan and environmental review documents. The purpose of such option and assignment is to give County the option to further utilize the site for affordable housing on its own.

For the purposes of carrying out these provisions, Developer will notify County within 90 days after it receives the detailed site plan, Authority to Use Grant Funds, and environment review documents whether it will proceed with the project or will prematurely terminate it. If Developer prematurely terminates the project, then County will have the exclusive right and option for a period of 180 days after the receipt of notice from Developer to close on the purchase of the property and receive the assignment of the documents.

If County elects not to purchase the property pursuant to this option, then it will give Developer notice of non-exercise of the option within the 180 day period. Upon Developer's subsequent sale of the project site to a third-party, it shall reimburse County the Planning Costs from the first funds received in the closing.

6.2 Reduction on scope of project. If, after the completion of the project or the end of the Period of Performance (whichever comes first), Developer does not accomplish the completion of construction of at least 9 affordable housing units as outlined, then it shall refund to County a proportionate share of the Construction Costs at that time. For example, if only 8 of the 9 units are completed within the allotted time, then Developer, at the end of the allotted time, shall refund to County $1/9^{th}$ of the Construction Costs paid by County.

ARTICLE 7
Records and Reports

7. The Developer shall maintain records sufficient to meet the requirements of 24 CFR 570.490. The Developer further agrees to abide by the requirements and policies of County and its successors and NCORR and its successors as it pertains to public records requests; if the requirements differ, the more restrictive requirement or policy will govern.

7.1 The Developer shall maintain records specific to each individual unit including pre-closing tenant-income-eligibility documentation, so that all documents regarding each unit will be easily retrievable.

7.2 All original records pertinent to this Agreement shall be retained by the Developer for a period of five (5) years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:

a. If any litigation, claim, or audit is started before the expiration of the five (5) year period and extends beyond the three (3) year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.;

b. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for five (5) years after final disposition.;

7.3 All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and the applicable federal laws and regulations and all other applicable laws and regulations.

7.4 The Developer, its employees, and agents, including all subcontractors or consultants to be paid from CDBG-DR Funds provided under this Agreement, shall allow access to its records at reasonable times to the County, its employees and agents, and to HUD. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. The term "agents" shall include but is not limited to auditors or consultants retained by the Developer or the County.

7.5 The Developer shall submit to the County a Monthly Progress Report which is due on the second Monday of the month, but if the Monday falls on a holiday, the Monthly Progress Report will be due the next business day following the holiday.

7.6 The Developer's failure to submit Monthly Progress Reports shall give cause for future payments to the Developer being withheld until said report(s) are submitted.

7.7 The Developer shall provide the County with additional program information as needed.

ARTICLE 8
Duration of Agreement

8. This Agreement shall commence upon its execution by both parties and shall terminate 72 months after the date of final inspection and acceptance by the County and the completion and certification of the CDBG-DR Units. If the award of funds from NCORR is not approved or construction funding is not finalized by the Developer, this Agreement may be terminated by the County at the time notice of such is received. Additional termination provisions are provided in Article 10.7 below.

ARTICLE 9
Period of Performance

9. The Developer agrees to construct the Project and comply with a timetable agreed upon by both parties but which may not exceed seventy-two (72) months,

including close-out procedures.

ARTICLE 10
General Provisions

10. The following general provisions apply.

10.1 Independent Contractor
Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Developer shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Developer is an independent contractor.

10.2 Hold Harmless
The Developer shall hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Developer's performance or nonperformance of the services or subject matter called for in this Agreement.

10.3 Workers' Compensation
The Developer shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

10.4 Insurance & Bonding
The Developer shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County.

The Developer shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

10.5 County and NCORR Recognition
The Developer shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Developer will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

10.6 Amendments
The County or Developer may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are

executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Developer from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Developer.

10.7 Suspension or Termination

In accordance with 24 CFR 85.43, the County may suspend or terminate this Agreement if the Developer materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

10.7.1 Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

10.7.2 Failure, for any reason, of the Developer to fulfill in a timely and proper manner its obligations under this Agreement;

10.7.3 Ineffective or improper use of funds provided under this Agreement; or

10.7.4 Submission by the Developer to the County reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the County or the Developer, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

Article 11
Employment and Contracting Restrictions

11. The Developer is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities. Hiring and contracting activities are subject to compliance with 24 CFR Part 570 and

other applicable, local, state, and federal laws and regulations.

11.1 Labor Standards

The Developer agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Developer agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Developer shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The Developer agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Developer of its obligation, if any, to require payment of the higher wage. The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

11.2 Minority and Women-Owned Business Enterprise (MWBE)

The Developer will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Developer may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

11.3 Access to Records

The Developer shall furnish and cause each of its own Developers or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

11.4 Notifications

The Developer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Developer's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

11.5 Subcontract Provisions

The Developer will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Developers or subcontractors.

Article 12
Conflict of Interest

12. In the procurement of labor, supplies, equipment, construction, and services by the Developer or by any subcontractor, the conflict-of-interest provisions in 24 C.F.R. 570.611(b) and 2 CFR 200.112 apply.

12.1 No person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or of any designated public agencies, or subcontractors which are receiving CDBG-DR funds or who exercise or have exercised any functions or responsibilities with respect to CDBG-DR- funded activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. This prohibition includes the following:

a. Any interest in any contract, subcontract or agreement with respect to any CDBG-DR assisted-projects or programs administered by the Developer, or the proceeds thereunder; or

b. Any unit benefits or financial assistance associated with CDBG-DR funds or programs administered by the Developer including, occupancy of a housing unit in a CDBG-DR Unit in the Project.

12.2 This prohibition does not apply to an employee or agent of the Developer who is income qualified and occupies a CDBG-DR Unit in the Project as the on-site project manager or maintenance worker.

12.3 In addition, no member of Congress of the United States, official or employee of HUD, official or employee of NCORR, or official or employee of the County shall be permitted to receive or share any financial or unit benefits arising from the CDBG-DR funds in the Project.

ARTICLE 13
Section 3

13. Section 3 of the Housing and Urban Development Act Notice. If the Developer has a Project Specific Award Letter and Notice to Proceed dated on or after November 30, 2020, the Section 3 rules pursuant to 24 CFR Part 75 apply to that project addressed in the Project Specific Award letter, and those regulations provide that the Developer shall abide by the following:

13.1 Any work to be performed under this Agreement that is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (Section 3) shall follow the requirements of 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing, community development assistance, public housing financial assistance, or assistance from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992.

13.2 The Developer agrees to include Section 3 language in every contract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the contract or in this Section 3 language, upon finding that a contract is in violation of the regulations in 24 CFR Part 75. The Developer will not subcontract with any entity where the Developer has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 75.

13.3 Execution of this Agreement is contingent upon the acceptance and approval by NCORR of a Section 3 Utilization Plan consistent with HUD guidelines. If the Developer does not have a Section 3 Utilization Plan consistent with 24 CFR Part 75 regulations upon signature, the Developer shall abide by the NCORR Section 3 guidelines. NCORR's Section 3 Policy and subsequent amendments shall be automatically incorporated herein with this Agreement if the Developer does not have a Section 3 Utilization Plan, or until the Developer has a final Section 3 Utilization Plan.

13.4 Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment of suspension from future HUD assisted contracts.

13.5 Pursuant to 24 CFR 75.27, the Developer shall include, or cause its borrowers, contractors, and subcontractors receiving CDBG-DR funds under this Agreement to include Section 3 language and Section 3 requirements in every Section 3 project (as defined in 24 CFR 75.3(A)(2)). Recipients of Section 3 funding must require contractors and subcontractors to meet the requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in agreements, program regulatory agreements, or contracts.

13.6 The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the Developer is selected but before the contract (or Agreement) is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities be directed, were not filled to circumvent the Developer's obligations under 24 CFR Part 75.

With respect to work performed in contracts, subcontracts, grants or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

ARTICLE 14
Governing Law

14. This agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina. The Developer and the County consent to the exclusive jurisdiction of the Courts of the State of North Carolina and the County, in all proceedings arising under this Agreement.

ARTICLE 15
Entire Agreement

15. This Agreement represents the entire agreement by and between the parties hereto for the matter specified herein. No statement, representation, writing, understanding, or agreement made by either party, or a representative of either party shall be binding unless expressed herein. All changes, amendments, modifications, or revisions to this Agreement shall be binding only when in writing and signed by both parties, by their respective authorized officers, agents, or representatives.

ARTICLE 16
Incorporation

16. The recitals at the beginning of this Agreement are true and correct and, by this reference, are incorporated herein and made a part hereof. All exhibits attached hereto are, by this reference, incorporated herein and made a part hereof.

ARTICLE 17
Program Income Requirements

17. The County and Developer agree to comply with Program Income requirements in 24 CFR 570.504. Program Income and unexpended funds or other assets will be returned to the County.

ARTICLE 18
Counterparts

18. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one and the same agreement. Execution by facsimile, by scanned attachments, or by electronic signature (including, but not limited to DocuSign) has the same force and effect as a wet signature. An executed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of that document.

In WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the day and year first written above.

[Signature Page Follows]

County:

Haywood County

L. Kevin Ensley

By: L. Kevin Ensley, Chairman
Haywood County Board of Commissioners

Date: July 21, 2025

Developer:

Mountain Projects, Inc.

Signed by:
Si Simmons
By: 7804C678814C4DE
Si Simmons, Executive Director

6/17/2025

Date: ______________________

This instrument has been pre audited in the manner required by the Local Government Budget and Fiscal Control Act.

Kristian Owen

Finance Officer, Haywood County NC