

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	85 - Health
Division:	8550 - Human Services
Program:	855040 - Housing Program
Contract or Grant Administrator:	Eric Chambers
Contractor's / Agency Name:	Kulshan Community Land Trust

<b>Type of contract:</b>	Standard Contract for Services	
Is this a <b>new contract</b> ? Yes	If not, <b>is this an amendment</b> or renewal to an existing contract? Yes/No	If amendment or renewal (per W.C.C. 3.08.11(a)), <b>original contract #:</b>
Is this a <b>grant</b> agreement? No	If yes, grantor agency contract numbers:	ALN:  <i>Complete ALN field if contract involves direct federal grants/cooperative agreements or pass-through federal funds</i>
Is this contract <b>grant-funded</b> ? No	If yes, Whatcom County grant contract number(s):	
Is this contract the result of an <b>RFP or Bid</b> Process? RFP	If yes, RFP and Bid number(s): RFP #25-43 HAFTW	Federal reimbursement?  No
<b>Procurement Method:</b>	Competitive Bid - Standard sealed bidding process for contracts over \$40,000 based upon bids	
<b>Council review requirements &amp; exemptions:</b>	Required - Contract/bid exceeds \$75,000	

Fund:	3242	<b>Original Contract Amount (if amendment):</b>	
Cost Center:	32422440	<b>This Amendment Amount (if applicable):</b>	
Object Account:	7220	<b>Total Contract Amount:</b>	394,012.06

**Contract term ends:** September 30, 2028

**Contract routing (please initial & date):**

Prepared by:	ekc 04/01/2026	Contractor signed:	
Contractor review:		Executive review:	
Attorney signoff:	jcw 05/11/2026	Council approval, if necessary:	AB#: AB2026-386
AS Finance review:	dmk 05/11/2026		
IT review (if related):		Executive signed	

Whatcom County Contract Number:

**CONTRACT FOR SERVICES**  
**Between Whatcom County and Kulshan Community Land Trust**

Kulshan Community Land Trust (KCLT) hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

Recitals, p. 3,  
Representations and Warranties, p. 4,  
General Conditions, pp. 5 to 15,  
Exhibit A (Scope of Work), pp. 16 to 20,  
Exhibit B (Compensation), pp. 21 to 23,  
Exhibit C (Certificate of Insurance)  
Exhibit D (Response to RFP #25-43)  
Exhibit E (HAFTW Application)  
Exhibit F (Covenant).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on May 27, 2026, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on September 30, 2028.

The general purpose or objective of this Agreement is to provide 18 units of permanently affordable homeownership units for households earning less than 80% Area Median Income (AMI), as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term authorized herein (if applicable) shall not exceed \$394,012.06. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on:

**CONTRACTOR:**

**Kulshan Community Land Trust**

1715 C St. Suite 201  
Bellingham, WA 98225  
Telephone: (360) 671-5600  
Email: [rose@kulshanclt.org](mailto:rose@kulshanclt.org)

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

\_\_\_\_\_  
Rose Lathrop, Executive Director

\_\_\_\_\_  
Date

**WHATCOM COUNTY:**

**Recommended for Approval:**

\_\_\_\_\_  
Greg Iturria, Financial Services Manager Date

\_\_\_\_\_  
Champ Thomaskutty, Director Date  
Whatcom County Health and Community Services

**Approved as to form:**

\_\_\_\_\_  
Janelle C. Wilson, Civil Deputy Prosecutor Date

**Approved:**  
Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom County Executive Date

**CONTRACTOR INFORMATION:**

**Kulshan Community Land Trust**  
Rose Lathrop, Executive Director  
1715 C St. suite 201  
Bellingham, WA 98225  
Telephone: (360) 671-5600  
Email: [rose@kulshandct.org](mailto:rose@kulshandct.org)

## RECITALS

**WHEREAS**, Whatcom County is a home rule charter county organized under the laws of the State of Washington; and

**WHEREAS**, the Whatcom County Council has established the Economic Development Investment (EDI) Program to promote economic development and job creation through strategic infrastructure investments; and

**WHEREAS**, RCW 82.14.370 authorizes counties to impose a sales and use tax for public facilities, and authorizes the use of such funds for affordable workforce housing infrastructure or facilities owned or operated by a qualifying provider, as defined in RCW 82.14.370(4)(e); and

**WHEREAS**, Kulshan Community Land Trust (KCLT) is a qualifying provider under RCW 82.14.370(4)(e) as a private nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code and organized pursuant to RCW 24.03A or 24.03; and

**WHEREAS**, KCLT applied for EDI funding to support the development and sale of eighteen (18) permanently affordable townhomes in the LaFreniere Court Townhome project to first-time homebuyers earning 80% or less of the Area Median Income (AMI); and

**WHEREAS**, on August 15, 2025, the Whatcom County Economic Development Investment Board recommended funding for the LaFreniere Court Townhome project in the amount of \$350,000; and

**WHEREAS**, on September 9, 2025, the Whatcom County Council approved the EDI Board's funding recommendations for 2026 projects, including the LaFreniere Court Townhome project; and

**WHEREAS**, on September 19, 2025, the Whatcom County Executive issued a Letter of Award to KCLT for \$350,000 in EDI grant funding for the LaFreniere Court Townhome project; and

**WHEREAS**, the County has determined to provide additional funding in the amount of \$44,012.06 from the EDI fund to support the project, for a total grant amount of \$394,012.06, subject to Whatcom County Council approval; and

**WHEREAS**, the LaFreniere Court Townhome project will provide permanently affordable homeownership opportunities for low- to moderate-income families in Whatcom County, addressing critical housing needs and supporting economic development; and

**WHEREAS**, KCLT operates under a community land trust model that ensures long-term affordability through 99-year ground leases and equity caps, preserving affordability for future generations; and

**WHEREAS**, the Parties desire to enter into this Agreement to establish the terms and conditions under which the County will provide grant funding to KCLT for the LaFreniere Court Townhome project; and

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## REPRESENTATIONS AND WARRANTIES

### A. KCLT's Representations and Warranties

KCLT represents and warrants to the County that:

1. Legal Status: KCLT is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Washington, with full power and authority to enter into this Agreement and perform its obligations hereunder.
2. Tax-Exempt Status: KCLT is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code and has not had its tax-exempt status revoked or challenged.
3. Qualifying Provider: KCLT meets the definition of a "qualifying provider" under RCW 82.14.370(4)(e) and is eligible to receive EDI funding for affordable housing projects.
4. Authorization: The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on the part of KCLT.
5. No Conflicts: The execution and performance of this Agreement do not and will not conflict with, violate, or result in a breach of any law, regulation, court order, or agreement to which KCLT is a party or by which it is bound.
6. Permits and Approvals: KCLT has obtained, or will obtain prior to commencement of work, all permits, licenses, and approvals necessary for the Project.
7. Compliance with Laws: KCLT shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Agreement.
8. Debarment and Suspension: KCLT has not been suspended, debarred, or otherwise declared ineligible from contracting with any governmental entity.
9. Project Site Control: KCLT has ownership or control of the project site and all necessary rights to complete the Project.
10. Financial Capacity: KCLT has secured, or will secure, all additional funding necessary to complete the Project beyond the County's Grant Amount.
11. Accuracy of Information: All information provided to the County in the EDI Application, the HAFTW Application, and supporting materials is true, accurate, and complete.

### B. County's Representations and Warranties

The County represents and warrants to KCLT that:

1. Legal Authority: The County is a home rule charter county with full power and authority to enter into this Agreement and perform its obligations hereunder.
2. Authorization: The execution, delivery, and performance of this Agreement have been duly authorized by the Whatcom County Council and County Executive.
3. Funding: Subject to appropriation and Council approval, the County has budgeted and appropriated sufficient EDI funds to satisfy its payment obligations under this Agreement

## GENERAL CONDITIONS

### **Series 00-09: Provisions Related to Scope and Nature of Services**

#### 0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### **Series 10-19: Provisions Related to Term and Termination**

#### 10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

#### 10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

#### 11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

#### 11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

#### 11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

### **Series 20-29: Provisions Related to Consideration and Payments**

#### 20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

#### 21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

#### 22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

#### 23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

### **Series 30-39: Provisions Related to Administration of Agreement**

30.1 Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the

County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

**1. Commercial General Liability**

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

## **2. Business Automobile Liability**

\$1,000,000.00 Minimum, per occurrence  
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

## **3. Additional Insurance Requirements and Provisions**

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
  - h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
  - i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
  - j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
  - k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
  - l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
  - m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
  - n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.
- 34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or

Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to

segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Eric Chambers, Special Projects Manager  
Whatcom County Health and Community Services

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

**COUNTY:**

**Whatcom County Health and Community Services**

Eric Chambers, Special Projects Manager  
509 Girard Street  
Bellingham, WA 98225  
[ekchambe@co.whatcom.wa.us](mailto:ekchambe@co.whatcom.wa.us)

and

**Whatcom County Executive's Office**

Jake Logan, Administrative Services Coordinator  
311 Grand Avenue, Suite 105  
Bellingham, WA 98225  
[JLogan@co.whatcom.wa.us](mailto:JLogan@co.whatcom.wa.us)

**CONTRACTOR:**  
**Kulshan Community Land Trust**  
Rose Lathrop, Executive Director  
1715 C St Suite 201  
Bellingham, WA 98225  
[rose@kulshandct.org](mailto:rose@kulshandct.org)

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

***Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes***

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

*Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.*

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**EXHIBIT "A"**  
(SCOPE OF WORK)

**I. Background and Purpose**

The LaFreniere Court Townhome project (the "Project") is an 18-unit, permanently-affordable new construction project located in the Birchwood neighborhood of Bellingham. This project consists of six buildings; four of which house two 3-bedroom and two 2-bedroom townhomes, and two of which are single-story 2-bedroom ADA accessible homes. Also onsite is City Sprouts Farm, an organic educational garden and nursery providing food production training to Western Washington University students and the public.

Kulshan Community Land Trust (KCLT) operates under a community land trust model that ensures long-term affordability through 99-year ground leases and equity caps, preserving affordability for future generations. The project serves first-time homebuyers earning 80% or less of the Area Median Income (AMI) and provides permanently affordable homeownership opportunities in accordance with RCW 82.14.370.

On August 5, 2025, the Economic Development Investment (EDI) Board recommended \$350,000 in grant funding for this project based on KCLT's application in response to RFP #25-43. On September 9, 2025, the Whatcom County Council approved the EDI Board's funding recommendations. The County Executive issued a preliminary award letter on September 19, 2025. Subsequently, KCLT applied for an additional \$44,012.06 from the Housing Affordable for the Workforce (HAFTW) program to cover impact fees and system recovery charges. Given the administrative complexity of the HAFTW program and recent changes to RCW 82.14.370 that now authorizes affordable housing construction costs as eligible uses of EDI funds, staff recommended consolidating both funding streams into a single EDI grant of \$394,012.06.

Combining the awards significantly reduces the administrative burden of both the County and KCLT while maintaining equivalent financial support for the project.

**II. Location**

The "Project" is the LaFreniere Court Townhomes and is located at 3912 Birchwood Ave. Bellingham, WA 98225

Short Legal: LOT A LAFRENIERE LLA AS REC AF 2050806012-EXC NLY 2 AC THEREOF and NLY 2 AC OF LOT A LAFRENIERE LLA AS REC AF 2050806012

Parcel Numbers: 3802235625310000 and 3802235625310001

**III. Statement of Work**

The work outlined in this agreement will occur in two phases: Capital and Monitoring.

- A. During the Capital Project Phase, which begins when all parties receive this fully-executive agreement, the Contractor will construct, or cause to be constructed, eighteen (18) units of energy-efficient townhomes located at 3912 Birchwood Ave., Bellingham, Washington 98225.

1. Compliance with Laws: Units shall be constructed in compliance with all applicable laws, ordinances, code, and all other terms herein.
  2. Affordability Period: The eighteen (18) units constructed under this Project shall remain affordable to households earning 80% or below of Area Median Income (AMI) for a period of ninety-nine (99) years from the date of initial occupancy of each unit (the "Affordability Period"). KCLT's community land trust model, whereby KCLT retains land ownership and homebuyers purchase only the home structure through 99-year ground leases, shall serve as the primary mechanism for ensuring permanent affordability throughout the Affordability Period.
  3. Ground Lease Requirements: KCLT shall ensure that each of the eighteen (18) units is subject to a ground lease between KCLT and the homebuyer that contains the following provisions:
    - a. Income Restrictions: Initial homebuyer household income shall be 80% or lower of Area Median Income for Whatcom County as published by the U.S. Department of Housing and Urban Development (HUD). In the event that HUD ceases to publish these figures, the County shall be responsible to identifying comparable figures as the County deems appropriate.
    - b. Equity Caps: Appreciation of the home structure shall be limited to no more than 1.5% annually, or such other percentage as established by KCLT's Board of Directors, to maintain affordability for subsequent purchasers.
    - c. Resale Restrictions: KCLT shall retain right of first refusal on all resales to ensure units remain within the community land trust and available to income-qualified households.
    - d. Term: Ground leases shall have a term of ninety-nine (99) years, with provisions for renewal or extension as necessary to maintain affordability.
    - e. Transferability: Ground leases and affordability restrictions shall run with the land and bind all subsequent purchasers throughout the Affordability Period.
  4. Income Verification: Prior to the initial sale of each unit, KCLT shall ensure each homebuyer meets the following criteria:
    - a. Verify that the prospective homebuyer's household income does not exceed 80% of Area Median Income using documentation including federal income tax returns, wage statements, benefit statements, and other reliable income verification documents.
    - b. Require each prospective homebuyer to complete a Certificate of Household Eligibility certifying household income, household size, and intent to occupy the unit as primary residence.
    - c. Maintain copies of all income verification documentation and Certificates of Household Eligibility for County review upon request.
    - d. Provide the County with copies of executed ground leases for all eighteen (18) units within thirty (30) days of execution of each ground lease.
- B. During the Monitoring Phases, which begins when all units are sold and occupied, the Contractor is responsible for:
1. Annual Affordability Certification: Beginning on the first anniversary of the initial occupancy of the first unit and continuing annually thereafter for the duration of the Affordability Period,

KCLT shall submit an Annual Affordability Certification to the County by March 31st of each year. The Annual Affordability Certification shall include:

- a. Confirmation that all eighteen (18) units remain subject to KCLT ground leases with affordability restrictions as required by this Agreement.
  - b. The status of each unit (occupied by income-qualified homeowner, vacant and available for sale to qualified homeowner, or in transition between qualified owners).
  - c. For any units that changed ownership during the preceding year, confirmation that KCLT exercised its right of first refusal and ensured the new owner met income qualification requirements or purchased the unit itself for resale to a qualified homeowner.
  - d. Certification that ground lease provisions including income restrictions, equity caps, and resale restrictions remain in full force and effect.
  - e. Any material changes to KCLT's ground lease terms or affordability policies that may affect the Project.
2. Contact information for KCLT's Executive Director or designated representative responsible for affordability compliance.
  3. The Annual Affordability Certification shall be submitted to:

**Whatcom County Health and Community Services**

Eric Chambers, Special Projects Manager

509 Girard Street

Bellingham, WA 98225

[ekchambe@co.whatcom.wa.us](mailto:ekchambe@co.whatcom.wa.us)

and

**Whatcom County Executive's Office**

Jake Logan, Administrative Services Coordinator

311 Grand Avenue, Suite 105

Bellingham, WA 98225

[JLogan@co.whatcom.wa.us](mailto:JLogan@co.whatcom.wa.us)

See also, Section IV. Reporting Requirements, below.

#### **IV. Additional Program Requirements**

- A. County Inspection and Audit Rights: The County retains the right to inspect and audit KCLT's records related to the Project's affordability compliance at any time during the Affordability Period. Such inspection and audit rights include:
  1. Access to Records: The County may review ground leases, income verification documentation, resale records, and any other documents related to maintaining affordability of the eighteen (18) units.
  2. On-Site Inspection: The County may conduct site visits to verify unit occupancy and condition, with reasonable advance notice to KCLT and current homeowners.
  3. Homeowner Contact: The County may contact homeowners directly to verify occupancy and compliance with ground lease terms.

4. Third-Party Verification: The County may engage third-party auditors or consultants to verify KCLT's compliance with affordability requirements.

KCLT shall cooperate fully with all County inspection and audit activities and shall provide requested documentation within fifteen (15) business days of written request.

- B. Affordability Covenant: To secure the County's investment and ensure permanent affordability, KCLT shall execute and record an Affordability Covenant substantially in the form of Exhibit F, attached hereto and incorporated by reference. The Affordability Covenant shall:
  1. Run with the land and bind all successive owners and ground lease holders.
  2. Have a term of ninety-nine (99) years from the date of initial occupancy of the first unit.
  3. Establish the County as a third-party beneficiary with independent enforcement rights.
  4. Specify income restrictions, equity caps, and resale requirements consistent with KCLT's ground lease model.
  5. Be recorded against the legal description of the Project property with the Whatcom County Auditor within sixty (60) days of execution of this Agreement.
  6. Be subordinate to construction and permanent financing liens, but superior to all other liens and encumbrances except those expressly approved in writing by the County.

KCLT shall provide the County with a copy of the recorded Affordability Covenant, including the recording number and date, within ten (10) business days of recording.

- C. Non-Compliance and Remedies: Failure to maintain affordability as required by this Section shall constitute a material breach of this Agreement. In the event of non-compliance, the County may:
  1. Withhold Future Payments: If any Grant funds remain unpaid, the County may withhold payment until compliance is restored.
  2. Require Corrective Action: The County may require KCLT to take specific corrective actions within a timeframe determined by the County to restore compliance.
  3. Exercise Repayment Rights: The County may require repayment of Grant funds if KCLT fails to cure non-compliance within sixty (60) days of written notice.
  4. Direct Enforcement: The County may exercise enforcement rights under the recorded Affordability Covenant, including seeking specific performance, injunctive relief, or other equitable remedies.
  5. Third-Party Beneficiary Rights: The County may enforce ground lease provisions directly as a third-party beneficiary if KCLT fails to exercise its enforcement rights.
- D. Termination of Affordability Obligations: KCLT's obligations under this Section shall continue for the full Affordability Period of ninety-nine (99) years from initial occupancy of each unit, or until such time as:
  1. All Grant funds have been repaid to the County in full with interest; or
  2. The County provides written release of affordability obligations, which the County may grant in its sole discretion; or
  3. The Affordability Period expires.

KCLT's annual reporting obligations under Subsection D shall continue for the full Affordability Period, regardless of completion of construction or satisfaction of other Agreement terms.

## V. Reporting Requirements

- A. Quarterly Reporting: KCLT shall submit written progress reports to the County on a quarterly basis (January 31, April 30, July 31, and October 31) throughout the Capital Project period. Each progress report shall include a summary of work completed, current project schedule and status, financial status and expenditures to date, and anticipated next steps. Progress reports shall be submitted to:

### **Whatcom County Health and Community Services**

Eric Chambers, Special Projects Manager

509 Girard Street

Bellingham, WA 98225

[ekchambe@co.whatcom.wa.us](mailto:ekchambe@co.whatcom.wa.us)

- B. Annual Update: In addition to the Annual Affordability Certification, KCLT will submit an annual project update to the Economic Development Investment (EDI) Fund Board by April 30, of each year of the Capital Project period.
- C. Final Project Report: Within sixty (60) days of project completion, KCLT shall submit a final project report to the County, including:
1. Description of completed work and confirmation that all eighteen (18) units have been constructed
  2. Final project timeline and budget
  3. Affordability compliance documentation (homebuyer income verification and executed ground leases)
  4. Copies of certificates of occupancy
  5. Final accounting of Grant expenditures
- D. County Inspection and Audit Rights: The County retains the right to inspect and audit KCLT's records related to the Project's affordability compliance at any time during the Affordability Period. Such inspection and audit rights include:
1. Access to Records: The County may review ground leases, income verification documentation, resale records, and any other documents related to maintaining affordability of the eight (8) units.
  2. On-Site Inspection: The County may conduct site visits to verify unit occupancy and condition, with reasonable advance notice to KCLT and current homeowners.
  3. Homeowner Contact: The County may contact homeowners directly to verify occupancy and compliance with ground lease terms.
  4. Third-Party Verification: The County may engage third-party auditors or consultants to verify KCLT's compliance with affordability requirements.

KCLT shall cooperate fully with all County inspection and audit activities and shall provide requested documentation within fifteen (15) business days of written request.

**EXHIBIT "B"**  
(COMPENSATION)

**Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$394,012.06 is through the Public Utilities Improvement/ EDI Fund (cost center 32422440.7220). The budget for this contract is as follows:

<sup>1</sup> Cost Description	Documents Required with Each Invoice	Budget
<sup>2</sup> Construction Hard Costs	<ul style="list-style-type: none"> <li>• Detailed invoice for eligible expenses</li> <li>• Procurement documentation <sup>3</sup></li> <li>• Intent to pay prevailing wages</li> </ul>	\$394,012.06
<b>TOTAL</b>		<b>\$394,012.06</b>

<sup>1</sup> Allowable costs are restricted to the construction of 18 permanently affordable homeownership units associated with Kulshan Community Land Trust, as more fully and definitively described herein.

<sup>2</sup> Hard Costs include new building construction including sales tax.

<sup>3</sup> Procurement documentation includes copies of any RFP/RFQ documentation, documentation of public notices, and a summary of bids received, and any additional document that demonstrates a fair and competitive bidding process.

<b>Contractor's Invoicing Contact Information:</b>	
<b>Name</b>	Rose Lathrop
<b>Phone</b>	360-671-5600
<b>Email</b>	<a href="mailto:rose@kulshanclt.org">rose@kulshanclt.org</a>

**Refer to Exhibits B.1 and B.2 for additional invoicing requirements and information.**

## EXHIBIT "B.1" – Invoicing – General Requirements

1. When applicable, the contractor may transfer funds among budget line items in an amount not to exceed 10% of the line item budget. Line item changes that exceed 10% must be pre-approved by the County Contract Administrator, prior to invoicing.
2. When applicable, indirect costs and fringe benefit cost rates may not exceed the amount indicated in Exhibit B or the Contractor's federally approved indirect cost rate.
3. The Contractor shall submit invoices indicating the County-assigned contract number to:  
[HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [ekchambe@co.whatcom.wa.us](mailto:ekchambe@co.whatcom.wa.us).
4. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County and by the 15<sup>th</sup> of the month, following the month of service, except for January and July where the same is due by the 10<sup>th</sup> of the month.
5. When applicable, the Contractor will utilize grant funding sources in the order of their expiration date as indicated by the County, prior to spending local funding sources, when no funding restrictions prevent doing so.
6. The contractor shall submit the required invoice documentation identified in Exhibit B.
  - a. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County's request.
  - b. When applicable, if GL reports for personnel reimbursement do not specify position titles, additional documentation must be provided that includes staff name and position title.
  - c. When applicable, mileage will be reimbursed at the current GSA rate ([www.gsa.gov](http://www.gsa.gov)). Reimbursement requests for mileage must include:
    1. Name of staff member
    2. Date of travel
    3. Starting address (including zip code) and ending address (including zip code)
    4. Number of miles traveled
  - d. When applicable, travel and/or training expenses will be reimbursed as follows:
    1. Lodging and meal costs for training are not to exceed the current GSA rate ([www.gsa.gov](http://www.gsa.gov)), specific to location.
    2. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts.
    3. Reimbursement requests for allowable travel and/or training must include:
      - a. Name of staff member
      - b. Dates of travel
      - c. Starting point and destination
      - d. Brief description of purpose
      - e. Receipts for registration fees or other documentation of professional training expenses.
      - f. Receipts for meals are not required.
7. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor.
8. The County may withhold payment of an invoice if the Contractor submits it or the required invoice documentation, more than 30 days after the month of services performed and/or the expiration of this contract.
9. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
10. Duplication of billed costs or payments for service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

## EXHIBIT "B.2" – Invoice Preparation Checklist for Vendors

The County intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

- Send the invoices to the correct address:  
[HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [ekchambe@co.whatcom.wa.us](mailto:ekchambe@co.whatcom.wa.us).
- Submit invoices monthly, or as otherwise indicated in your contract.

### Verify that:

- invoices include the following statement with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
- the time period for services performed is clearly stated and within the contract term beginning and end dates. Also verify any other dates identified in the contract, such as annual funding allocations;
- invoice items have not been previously billed or paid, given the time period for which services were performed;
- enough money remains on the contract and any amendments to pay the invoice;
- the invoice is organized by task and budget line item as shown in Exhibit B;
- the Overhead or Indirect Rate costs match the most current approved rate sheet;
- the direct charges on the invoice are allowable by contract. Eliminate unallowable costs.
- personnel named are explicitly allowed for within the contract and the Labor Rates match the most current approved rate sheet;
- back-up documentation matches what is required as stated in Exhibit B and B.1;
- contract number is referenced on the invoice;
- any pre-authorizations or relevant communication with the County Contract Administrator is included; and
- Check the math.

### Whatcom County will not reimburse for:

- Alcohol or tobacco products;
- Traveling Business or First Class; or
- Indirect expenses exceeding 10% except as approved in an indirect or overhead rate agreement.

**EXHIBIT "C"**  
(CERTIFICATE OF INSURANCE)



## NON PROFIT INSURANCE PROGRAM CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).


PROGRAM ADMINISTRATOR	COMPANIES AFFORDING COVERAGE	
Clear Risk Solutions 159 Basin Street SW PMB #206 Ephrata, WA 98823	<b>GENERAL LIABILITY:</b>  <b>AUTOMOBILE LIABILITY</b>  <b>PROPERTY</b>  <b>CRIME</b>  <b>WRONGFUL ACT LIABILITY</b>  <b>MISCELLANEOUS</b>  <b>PROFESSIONAL LIABILITY</b>	NPIP / Munich Re. et al.  NPIP / Munich Re. et al.  NPIP / Munich Re. et al.  NPIP / Munich Re. et al.  NPIP / Munich Re. et al.  NPIP / Munich Re. et al.
COVERED PARTY		
Kulshan Community Land Trust  1715 C St. #201 Bellingham, WA 98225		

**COVERAGES**  
 THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE OF COVERAGE	COVERAGE NUMBER	EFF DATE	EXP DATE	DESCRIPTION	LIMITS
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)	NPIP252641468	6/1/2025	6/1/2026	PER OCCURRENCE	\$5,000,000
INCLUDES STOP GAP – EMPLOYERS LIABILITY				PER MEMBER AGGREGATE	\$10,000,000
MEMBER DEDUCTIBLE: \$0 (LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
				ANNUAL POOL AGGREGATE	\$50,000,000
<b>AUTOMOBILE LIABILITY</b>					
COMMERCIAL AUTOMOBILE LIAB. (ANY AUTO)	NPIP252641468	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
<b>PROPERTY</b>					
COMMERCIAL PROPERTY	NPIP252641468	6/1/2025	6/1/2026	ALL RISK PER OCC EXCL EQ & FL	\$100,000,000
EQ AND FLOOD COVERAGE MAY BE EXCLUDED FOR INDIVIDUAL LOCATIONS (PROPERTY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
				ANNUAL POOL AGGREGATE	NONE
<b>CRIME</b>					
COMMERCIAL CRIME	NPIP252641468	6/1/2025	6/1/2026	PER OCCURRENCE	\$1,000,000
INCLUDES EMPLOYEE THEFT/DISHONESTY & ERISA COVERAGE				PER MEMBER AGGREGATE	\$1,000,000
MEMBER DEDUCTIBLE: \$1,000 (CRIME IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$5,000,000
<b>WRONGFUL ACT LIABILITY (INCLUDES E&amp;O / D&amp;O)</b>					
WRONGFUL ACT LIABILITY (CLAIMS MADE)	NPIP252641468	6/1/2025	6/1/2026	PER CLAIM	\$5,000,000
MEMBER DEDUCTIBLE: \$1,000 (LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				PER MEMBER AGGREGATE	\$5,000,000
				ANNUAL POOL AGGREGATE	\$40,000,000
<b>MISCELLANEOUS PROFESSIONAL LIABILITY</b>					
MISC. PROFESSIONAL LIABILITY (CLAIMS MADE)	NPIP252641468	6/1/2025	6/1/2026	PER CLAIM	\$5,000,000
MEMBER DEDUCTIBLE: \$1,000 (LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				PER MEMBER AGGREGATE	\$5,000,000
				ANNUAL POOL AGGREGATE	\$40,000,000

**CANCELLATION NOTICE:** SHOULD ANY OF THE ABOVE-DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE NPIP COVERAGE AGREEMENT PROVISIONS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS
Regarding grant for 24-homes; permanently affordable townhomes. Grant award: \$436,902.48. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers are named as Additional Covered Parties as respects General Liability regarding this grant only and are subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached. Waiver of Transfer of Rights as respects General Liability endorsement is attached.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Whatcom County Health and Community Services Whatcom County 509 Girard Street Bellingham, WA 98225	

**Whatcom County**  
**RFP #25-43**  
**Funding for Workforce Housing Infrastructure and Facilities Projects**  
**EXHIBIT A**  
**CONTRACTOR INFORMATION AND ACKNOWLEDGEMENT**

The Proposer acknowledges the requirements of this RFP and funding as described.

**Proposing Contractor:** Kulshan Community Land Trust

Submitted by Rose Lathrop Title Executive Director  
*Print name*

Address 1715 C St. #201 Bellingham, WA 98225 Phone 360-671-5600

Signature  Date 6/30/25

Email Rose@kulshanclt.org



June 13, 2025

**ADDENDUM 1**

RFP #25-43

Funding for Workforce Housing Infrastructure or Facilities Projects

**ATTENTION:**

This Addendum 1 consists of 2 pages, including this page.

All documented holders are hereby notified that the RFP documents for the subject RFP have been amended as hereinafter set forth. The following changes, additions, and/or deletions are hereby made a part of the RFP documents.

- The following pages contain answers to questions received by 5:00 PM, Wednesday, June 11, 2025.
- The deadline for responses to this RFP is hereby extended one (1) week. The new deadline is 2:30 PM, Tuesday, July 1, 2025.

**NOTE:** Acknowledgment of the receipt of this addendum is required in order for the response to be considered complete. Failure to acknowledge receipt of this addendum may become cause for rejection of the proposal response.

**Please sign below and submit this page of the addendum with your proposal response:**

Signed

A handwritten signature in blue ink, appearing to be "Kulshan", written over a horizontal line.

Contractor Name

Kulshan Community Land Trust

**Whatcom County RFP #25-43**  
**Funding for Workforce Housing Infrastructure and Facilities Projects**  
**Addendum 1 – Responses to Questions Received by 5:00 PM, Wednesday, June 11, 2025**

**Questions:**

As indicated in the RFP, the County encourages brief answers to the questions not already contained in the RFP. Answers to questions received are as follows:

1. Q: Program guidelines identify funding may be used for “housing infrastructure, facilities, or land”; is there any additional information on allowable costs? My interpretation is that any construction/acquisition costs are eligible.

A: All allowable costs are aligned to the guiding RCW 82.14.370 as referenced in the RFP.

2. Q: The guidelines provide a paragraph on prevailing wage rate requirements.

*Applicants, including any subsequent subcontractors or subrecipients, must agree to pay prevailing wages for all capital projects. Specifically, RCW 39.12.040 requires that every general contractor and subcontractor on the project, file a Statement of Intent to Pay Prevailing Wages with the Washington State Department of Labor and Industries (L&I) immediately after the contract is awarded and before work begins. In addition, RCW 39.12.120 stipulates that all general contracts must file certified payroll reports at least once per month for all prevailing wage jobs. Lastly, RCW 39.12.040 also requires that every general contractor and subcontractor on the project file an Affidavit of Wages Paid after the work has been completed. Current prevailing wages can be found on the L&I website.*

Are you able to confirm that if L&I provides a determination that prevailing wage rates do not apply, for instance when funds are provided as a loan to the project and therefor not regarded as cost to the state, the prevailing wages will not be required?

A: The County will follow state law regarding the payment of prevailing wage. Should L&I make a project specific determination as to prevailing wage, the County may or may not use that determination to fulfill the County’s obligation to follow state law.

3. Q: Question 5 of exhibit B reads “Qualifications and firm names for any proposed subcontracts” – is in reference to firms that would be directly subcontracted to the funds provided by the EDI program? Or is this referencing any firms subcontracted by the project team to do the work (e.g. Architects, etc.)?

A: Subcontractors are reference to firms the EDI recipients are contracting with to complete the contracted project.

4. Q: Question 10 of exhibit B reads “Pro forma demonstrating project financial feasibility [Include private partner contingency agreement.]” – can you clarify what exactly is intended by the phrase ‘private partner contingency agreement’?

A: If private partners are investing in your project an agreement to that effect should be included with the response.

June 18, 2025

**ADDENDUM 2**

RFP #25-43

Funding for Workforce Housing Infrastructure or Facilities Projects

**ATTENTION:**

This Addendum 1 consists of 1 page, including this page.

All documented holders are hereby notified that the RFP documents for the subject RFP have been amended as hereinafter set forth. The following changes, additions, and/or deletions are hereby made a part of the RFP documents.

**CORRECTIONS:**

1. The page numbering in the original RFP is incorrect – there are 9 (nine) pages total, including the Invitation page. The footer beginning on the second page of the pdf of the complete RFP is hereby **CORRECTED** and should note “Page **X** of 8 – Whatcom Co. RFP #25-43”, whereas **X** represents the current page as indicated in the original RFP.
2. The Exhibit number on the header title on the final page of the RFP is hereby **CORRECTED** to be **Exhibit C**.

**DEADLINE:**

1. The deadline for responses to this RFP remains 2:30 PM, Tuesday, July 1, 2025, as extended in Addendum 1.

**NOTE:** Acknowledgment of the receipt of this addendum is required in order for the response to be considered complete. Failure to acknowledge receipt of this addendum may become cause for rejection of the proposal response.

**Please sign below and submit this page of the addendum with your proposal response:**

Signed



Contractor Name

Rose Lethrop Kulsdan Community Land Trust

**END OF ADDENDUM 2 – WHATCOM CO. RFP #25-43**

**EXHIBIT B**  
**SCOPE OF PROJECT**

**1. Project Abstract**

The LaFreniere Court Townhome project is an 18-unit, permanently affordable new construction project on Birchwood Ave. just west of Birchwood Elementary School. Using the Community Land Trust model, these homes will be sold to first-time homebuyers under 80% AMI and remain permanently affordable. The project consists of four buildings, each housing two 3-bedroom and two 2-bedroom townhomes, and two single-story 2-bedroom ADA accessible homes. Also onsite is City Sprouts Farm, an organic educational garden and nursery providing food production training to Western Washington University students and the public.

The project began construction in early June 2025, with owner occupancy by Fall 2026. By providing affordable homeownership opportunities for households under 80% AMI, this project will stabilize households living and working in Whatcom County. Not only will new homeownership opportunities be created, but the project will also free up rentals for new Whatcom County residents joining our workforce. The project also provides construction jobs, apprenticeship opportunities, and tax revenue.

Kulshan Community Land Trust is requesting \$350,000 in grant funding to directly reduce the purchase price of homes in this project, lowering monthly mortgage payments for buyers and preserving long-term affordability for future homeowners. This funding is critical to offset the high cost of construction and unanticipated off-site infrastructure requirements. These additional costs pose a significant challenge to maintaining affordability without compromising the quality or functionality of the homes. In the absence of grant funding, we are open to exploring a short-term loan structure; however, securing grant support is the most effective way to ensure these homes remain accessible and affordable for working families in our community.

**2. Project Address:**

2912 Birchwood Ave. Bellingham, WA 98225

New home addresses: 3205 Equity Place, 3206 Equity Place, 3207 Equity Place, 3208 Equity Place, 3209 Equity Place, 3210 Equity Place, 3211 Equity Place, 3212 Equity Place, 3213 Equity Place, 3216 Equity Place, 3217 Equity Place, 3218 Equity Place, 3219 Equity Place, 3220 Equity Place, 3221 Equity Place, 3222 Equity Place, 3223 Equity Place, 3225 Equity Place

**Whatcom County Assessor's parcel number:** 3802235625310000 (non-exempt portion),  
3802235625310001 (exempt portion)

### 3. Project Team Details:

Name	Title and Affiliated Organization	Years' Experience in Affordable Housing
Rose Lathrop	Executive Director, KCLT	17
David Ellsworth-Keller &	Homeownership Director, KCLT	12+
Nina Rommelmann	Homeownership Coordinator, KCLT	7
Dawna Morse	Principal, Shibmor Consulting	15
Tony Freeland	Principle, Engineers Freeland & Associates	5+
Dan Welch, March, CHPC, LEED AP	Principle, Bundle Design Studio	3+
Max Wolf, ASLA	Landscape Architect Principle, Project Landworks	12+
Chris Abbey	Partner, Wellman and Zuck	20
Ali Taysi	Principa/Owner, AVT Consulting	19

Rose Lathrop became the Executive Director of Kulshan CLT and has 7 years of experience as a Project Manager for local builders and developers, has over a decade of experience in local land use policy, and is a City of Bellingham Planning Commissioner. She has a BA in Environmental Policy and Urban Planning, is a Certified Sustainable Building Advisor, and is a LEED accredited professional.

David Ellsworth-Keller has worked in community and housing development for over 12 years. As the Homeownership Program Director at Kulshan CLT, he has been working directly with homebuyers and overseeing the financial and programmatic aspects of scattered-site acquisition and new construction projects.

Nina Rommelmann joined the Kulshan CLT team in April of 2025 to support the homeownership program. She has a law degree from the University of Texas and provided legal support to real estate transactions at a Texas law firm. She worked as the Director of Programs for the Houston Community Land Trust from 2018-2021 and has worked as a CLT consultant.

See **Attachment A** for organizational chart and resumes.

#### **4. Project experience and examples:**

Kulshan CLT has over 15 years of experience developing workforce housing that serves low- and moderate-income households in Whatcom County. Our first new construction project, Matthei Place (2007), delivered 14 cottage-style homes in Bellingham’s Fairhaven neighborhood. In 2015, we added 7 single-family homes on Indiana and Lafayette Streets, including 2 in partnership with Habitat for Humanity and 2 with accessory dwelling units (ADUs) providing affordable rentals to low-income tenants.

Building on this foundation, KCLT has continued to grow its development capacity. In partnership with Habitat for Humanity, we completed 2 single-family homes in Maple Falls (2018) and Sudden Valley (2022) and recently delivered 12 townhomes in Bellingham. Currently, 4 additional homes at Telegraph Townhomes are nearing completion, with sales to income-qualified buyers scheduled for July 2025.

KCLT’s current pipeline includes three active developments—Telegraph Townhomes (24 homes), Birchwood LaFreniere Court (18 homes), and Thornton Village (44 homes)—demonstrating our commitment and capacity to deliver permanently affordable workforce housing at a larger scale. Our projects prioritize homeownership opportunities for households earning under 80% AMI, with many serving buyers well below that threshold

##### **b. Experience/expertise in managing affordable housing projects:**

Since 2002, Kulshan Community Land Trust (KCLT) has created and stewarded 142 permanently affordable homes, partnering with 235 low- and moderate-income households (under 80% AMI), including 88 successful resales that preserved affordability over generations. While earlier homes were often acquired on the open market—a strategy no longer viable due to escalating prices—KCLT has adapted to directly manage development projects that meet today’s affordability challenges.

KCLT has successfully delivered a range of housing types, including condominiums, single-family homes, and modular homes, often in partnership with local government and nonprofit allies. Recent projects include the rehabilitation of three homes purchased from the Bellingham Housing Authority in 2020, and the development of a modular home on city-donated land in 2021.

As both a developer and a steward, KCLT manages complex financing structures that blend public and private sources, including local funding, state Housing Trust Fund, CDBG, HOME, and private philanthropy. We provide comprehensive homebuyer services, including HUD-certified financial counseling, income qualification, and assistance with mortgage financing and down payment support.

KCLT has now expanded our role to lead new construction projects, including Telegraph Townhomes, Birchwood LaFreniere Court, and Thornton Village. This demonstrates our capacity to manage site acquisition, infrastructure development, permitting, contractor oversight, and long-term stewardship. Our growing development expertise ensures that permanently affordable homeownership remains viable in a region facing severe housing cost pressures.

**5. Qualifications and firm names for any proposed subcontracts:**

Ali Taysi provides land use permitting and project management services in the Pacific Northwest and founded AVT Consulting in 2004. He brings nearly 17 years of local project management and hands-on permitting experience.

Dawna Morse is our project and compliance consultant. Dawna has 15 years of economic and affordable rental and for-sale development experience in the public, non-profit, and private sectors. This includes project management, financial structuring, compliance, including Section 3, and reporting. Dawna has worked on several projects of similar size and scope.

Tony Freeland and Miles McEathron at Freeland and Associates oversee our stormwater engineering. Freeland & Associates, Inc. provided civil engineering design services for the Lydia Place Heart House project Bellingham, Washington completed in 2022. The project included the development of a new 11-unit 13,500-square-foot transitional housing building with ground floor office space and childcare center. Their scope of design services included parking/sidewalk improvements, municipal utility connections, and stormwater management systems. Freeland & Associates, Inc. also provided civil engineering design services for the following projects in Bellingham: Lighthouse Mission Rebuild project, Bellingham Food Bank, Agape Home for Women and Children and Whatcom County Crisis Stabilization Center.

Dan Welch is the designer and Evergreen Coordinator for this project. He received his Master of Architecture degree from the University of British Columbia, CPHC from the Passive House Institute U.S. Dan lives and works from a net-zero energy, water, and waste home, the first residence in Bellingham that elected to include no water or sewer connections. Notably, this project was the recipient of Green Builder Media's Best Building Science award in 2015. He is also a member of the Birchwood Neighborhood Association, Bellingham Climate Action Task Force, and the Shift Zero steering committees.

Chris Abbey, of Wellman and Zuck Construction, is the project's General Contractor. For over 20 years, Chris has delivered construction projects throughout the state of Washington. From Bellingham to Seattle, his experience in the market-rate multi-family housing & affordable housing sectors provides clients a vast value engineering and capital construction cost saving experience. Throughout his career, Chris has placed a special emphasis on developing reliable teams and building strong, collaborative dynamics.

Max Wolf, founded Project Landworks, an ecologically focused landscape architecture firm, installation company and native plant nursery. Their mission is to provide low impact landscape design & construction services, while increasing ecological benefits through the use of native plants and sustainable building practices. Plants from their nursery will be provided to the project at cost, helping to increase the affordability of the project.

**6. Approach Description:**

The LaFreniere Court Project broke ground on June 9, 2025, with permits issued and the majority of funding secured. Kulshan Community Land Trust is requesting grant funding from the EDI Workforce Program to reduce the purchase price for buyers, ensuring long-term affordability while also supporting quality improvements that enhance the livability and sustainability of the homes.

We have assembled an experienced construction team and a dedicated project manager to keep the project on schedule and within budget. Simultaneously, our homeownership team is preparing to assist buyers with the purchase process, helping them secure financing, navigate closing, and prepare for successful homeownership. As part of our commitment to community-building, we will work closely with future homeowners to foster a supportive, engaged neighborhood at LaFreniere Court.

**7. Estimated timeline with key milestones and tasks:**

Construction Gantt Chart and key milestones report, **Attachment B**.

**8. Status and timeline for all housing development permits and reviews:**

All land use and building permits for the LaFreniere Court Project have been issued. The only deferred items are the final landscape plan and site lighting plan, which will be submitted and approved prior to project completion.

**Birchwood LaFreniere Court Permit and Review Timeline**

Site Control	Closing	10/28/2016	
Feasibility/Due Diligence	Site topographic survey	2/7/2023	
Feasibility/Due Diligence	Phase I Environmental Assessment	5/14/2023	
Feasibility/Due Diligence	SEPA clearance	9/11/2024	
Feasibility/Due Diligence	NEPA clearance	9/18/2023	
Feasibility/Due Diligence	Choice Limiting Actions clearance	9/18/2023	

Feasibility/Due Diligence	Neighborhood notification	6/30/2021	Density update 12/11/2023, Hearing Examiner 9/25/2024
Feasibility/Due Diligence	Inspection of first home	6/15/2026	projected
Design/Permitting	Zoning approval	11/4/2024	
Design/Permitting	Site plan approval	11/4/2024	
Design/Permitting	Building permit application submitted	9/25/2024	
Design/Permitting	Building permits issued	6/5/2025	
Design/Permitting	Submit Evergreen Project Plan	10/30/2024	
Design/Permitting	Final plans and specs completed	2/5/2025	

**9. Detailed budget breakdown:**

Find a detailed budget in **Attachment C**.

**10. Proforma demonstrating project financial feasibility**

Find a detailed Proforma in **Attachment D**.

**Private partner contingency agreement**

Kulshan Community Land Trust received an unsecured, committed, and fully funded pre-development loan from the Sach's Family Foundation. This loan is fully subordinated to all other financing and will be repaid with home sales revenue upon project completion. If necessary, developer fees may also be used to support repayment.

The primary construction loan is secured through the Washington State Housing Finance Commission (WSHFC) and is secured by the land. This financing structure ensures the project has sufficient resources to manage potential risks and maintain financial stability through completion. Should a formal contingency agreement be needed, we are prepared to document these terms accordingly.

## EXHIBIT C

### SUPPLEMENTAL QUESTIONS

- 1. What is the project's projected amount of NEWLY generated revenue for Whatcom County? For example, does the project generate sales tax, property tax, personal property tax, etc.?**

This project will generate new revenue for Whatcom County. Construction of the eight homes is expected to produce approximately **\$412,000 in sales tax revenue**. Once completed, the homes will collectively generate around **\$3,291 per month in property taxes**, totaling approximately **\$59,238 annually** in new ongoing property tax revenue. This is in addition to the broader economic benefits from increased local spending by new homeowners and the long-term activation of previously vacant land.

- 2. What will the effect of this project be on the natural environment? does the project address any issues related to public health, pollution, or quality of life?**

The project will have a non-significant impact on the natural environment, as it is located within an existing urban neighborhood. Prior to construction, two severely dilapidated buildings were demolished, including the safe abatement of asbestos from the front warehouse. By replacing blighted structures with new, energy-efficient, and healthy homes, the project directly improves the quality of life for both the future homeowners and the surrounding community. The homes are designed to promote better public health through improved indoor air quality, energy efficiency, and durable building materials. Additionally, transforming a previously underutilized and deteriorated property into stable, permanently affordable housing supports neighborhood revitalization while aligning with smart growth and sustainable land use principles.

- 3. Does this project address any existing issues related to public safety and/or does it increase public safety in the future or address a potential future public safety issue?**

Yes, this project directly addresses existing public safety concerns and contributes to long-term community safety. The site previously contained vacant, deteriorating buildings that had become a magnet for vandalism and posed risks of unauthorized use, including potential homeless encampments. Removing these unsafe structures and redeveloping the site into a stable, vibrant neighborhood of permanently affordable homes greatly enhances public safety. By activating the site with engaged homeowners and well-maintained housing, the project deters future crime and nuisance activity, while contributing to a safer, more connected community environment for residents and neighbors alike.

- 4. Describe specific quantifiable measures of the outcomes, other than purely jobs or housing units, that will demonstrate project success. Describe how you will measure this and explain what you expect to show as progress toward the outcome.**

In alignment with the City of Bellingham's 2023–2027 Assessment of Fair Housing, this project intentionally seeks to address the significant racial and ethnic disparities in homeownership, as well as disproportionate housing needs among renters, single-female-headed households, and Native American households. A key quantifiable measure of success will be the demographic composition of homebuyers served through this project. Our goal is to increase homeownership access for Black, Indigenous, Hispanic/Latinx households, and single-female-headed households who have historically been underrepresented in homeownership. Demographic data is collected at intake and will be reported as part of project outcomes.

Beyond the number of homes built, we will track homeowner tenure as a measure of housing stability, which is directly linked to improved public health, educational attainment, and economic resilience.

Long-term outcomes will be assessed through periodic homeowner surveys designed to capture changes in health, well-being, and financial security over time. We expect to demonstrate progress toward reducing homeownership disparities, improving community stability, and contributing to broader public health and quality-of-life improvements for the households served.

**5. If the project involves broadband infrastructure, describe how it will expand access to affordable and reliable internet for Whatcom County businesses.**

Internet service will be wired to the property for homeowners. While this may not directly impact businesses, for those working from home, connectivity will be especially important.

**6. IF A LOAN IS REQUESTED:**

Kulshan Community Land Trust is primarily requesting grant funding to support both the initial affordability and the permanent affordability of these homes. A permanent subsidy in the form of a grant allows the homes to be priced lower for the initial buyers, which is critical because our resale formula is based on a percentage of the original purchase price. This means that a lower initial price results in lasting affordability for future buyers as well, ensuring that the public investment benefits multiple generations of homeowners under 80% AMI.

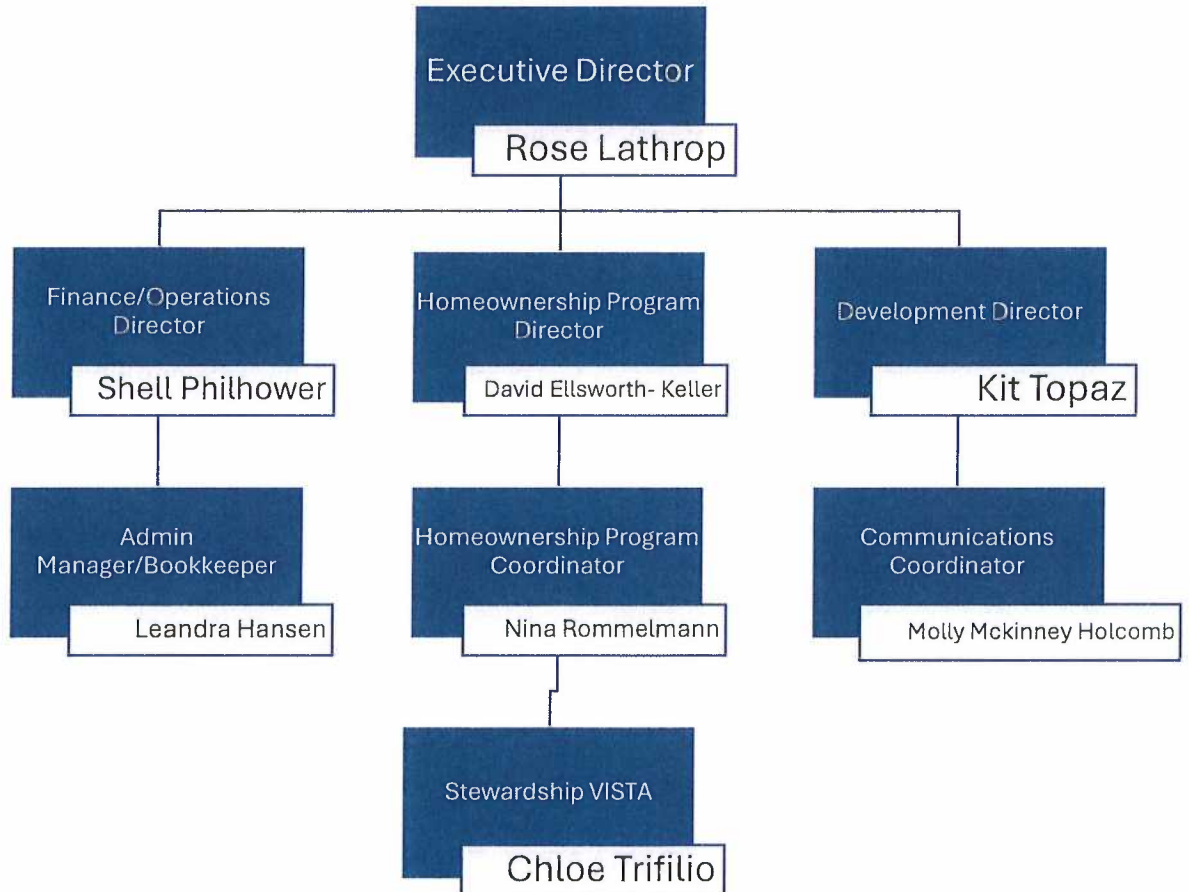
However, if a loan is the only option, we are prepared to accept a short-term loan at a 1% interest rate. This would reduce the amount we need to draw from our 2% construction loan with the Washington State Housing Finance Commission (WSHFC) and would be repaid using proceeds from the sale of the townhomes. While unforeseen cost overruns could impact repayment capacity, Kulshan CLT is prepared to defer or forego developer fees if needed to ensure that all loan obligations are fully repaid.



**KULSHANCLT**

**GROWING A COMMUNITY  
EVERYONE CAN AFFORD**

## 2025 Organization Chart



# ROSE LATHROP

Bellingham, WA

360.303.3382 | [rose@kulshancit.org](mailto:rose@kulshancit.org)

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A dynamic and results-oriented nonprofit leader with a passion for green building, smart growth, community building and empowerment. Known for my vivacious energy and unwavering dedication, I thrive on creating positive change and fostering meaningful connections within diverse communities. Committed to driving strategic initiatives that promote equity, inclusivity, and social impact.

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## EXPERIENCE

### EXECUTIVE DIRECTOR

Kulshan Community Land Trust | Bellingham, WA

2024 – PRESENT

### INTERIM EXECUTIVE DIRECTOR/ PROGRAM AND FINANCE DIRECTOR

Sustainable Connections | Bellingham, WA

2012 – 2024

#### *Key Achievements*

- Served as a highly valued Interim Executive Director for a 501(c)(3) organization, overseeing a dedicated staff of 36 members and managing a substantial budget of \$3.1 million, effectively maintaining organizational stability and guiding strategic initiatives during the transition period.
  - Facilitated a comprehensive strategic planning process involving staff, board members, and community stakeholders, resulting in the alignment of organizational goals, enhanced collaboration, and increased community engagement.
  - Promoted to Finance Director, where I modernized financial policies and procedures, spearheaded budgeting efforts, developed a comprehensive dashboard for board oversight, and successfully completed the organization's 990 filings.
  - Proficient in grant writing and adept at cultivating relationships with foundations, driving successful individual donor campaigns, and achieving a 20% increase in the organization's budget within a single year.
  - Founded the Whatcom Housing Alliance, a collective impact group of 44 organizations with the mission to create opportunities for more diverse housing choices in all neighborhoods that will contribute toward equitable, prosperous, healthy, and vibrant communities for everyone.
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### **EXECUTIVE DIRECTOR**

NW American Institute of Architects | Bellingham, WA  
2014 – 2016

Worked with the board to support advocacy and policy development to advance the profession. Lead strategic planning and developed communication strategies. Lead the merger with Seattle AIA and collaborated with regional and national chapters. Managed membership, budget and work plans.

### **PROJECT MANAGER**

Aiki Homes | Bellingham, WA  
2005 – 2012

Project manager for the planning and design of low impact, green building developments. Prepared feasibility analyses and application for co-housing developments, and single-family residences. Organized design charrettes, neighborhood meetings, and public hearings to obtain project approvals.

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## **EDUCATION**

### **BACHELOR OF ARTS ENVIRONMENTAL POLICY AND URBAN PLANNING**

Western Washington University  
JUNE 2003

- Certified Sustainable Building Advisor
  - Leadership in Energy and Environmental Design Accredited Professional
- 

## **SKILLS**

- Microsoft Office and Google Suite
  - Financial planning and management
  - Quickbooks, Asana, Salesforce
  - Management and Human Resources
  - Exceptional communication
  - Fundraising and development
- 

## **COMMUNITY INVOLVEMENT**

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### **AWARDS AND ACHIEVEMENTS**

Living Future Conference Presenter 2019  
Home Efficiency Forum Conference Presenter 2018  
4 Under 40 Honoree, NW Energy Efficiency Coalition 2016

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- Downtown Bellingham Partnership Board of Directors, Vice President, 2022-present
- Shift Zero Steering Committee- Founder and again 2023-present
- City of Bellingham Planning Commission 2021- present
- Master Builder's Built Green Executive Committee 2019- 2022
- NW Ecobuilding Guild Board Member 2015-2017
- Cascadia Green Building Council NW WA Collaborative Chair 2012-2016
- Sustainable Connection Board Member August 2010-2012
- Built Green of Whatcom County Board President 2007-2010

# David Ellsworth-Keller

## PROFESSIONAL EXPERIENCE

**KULSHAN COMMUNITY LAND TRUST**, Bellingham, WA

**August 2020 - Present: *HomeOwnership Program Director***

**ATHENS LAND TRUST**, Athens, GA

**August 2019 - Present: *Affordable Housing Program Operations Specialist***

- Became a HUD Certified Housing Counselor, with knowledge of fair housing law, proficiency in the provision of financial management guidance, calculating housing affordability, navigating pre- and post-purchase homeownership processes, especially financing, legalities, and delinquency and foreclosure mitigation.
- Co-developed a nascent inclusionary rental housing program based upon incentives for developers and services provided by Athens Land Trust (ALT).
- Provided stewardship guidance for ALT homeowners.
- Worked to support ALT homeowners through COVID-19 related hardships.
- Reviewed and revised Affordable Housing Program procedures and processes.

**CHAMPLAIN HOUSING TRUST**, Burlington, VT

**May 2015 - July 2019: *HomeOwnership Sales Coordinator***

- Responsible for coordinating all aspects of Shared Equity Program transactions including resales, buyer- driven purchases and new construction properties (40-55 transactions annually, located throughout Northwestern Vermont).
- Draft and execute purchase and sale contracts and other real estate documents. \
- Provide technical assistance regarding the Shared Equity Program to all involved constituents (homebuyers, sellers, homeowners, developers, realtors, community partners, and the general public).
- Develop rehab plans for properties, alongside construction project manager.

**CHAMPLAIN HOUSING TRUST**, Burlington, VT

**September 2010 – May 2015: *Leasing and Property Manager***

- Created and maintained operating budgets for five Housing Limited Partnerships with 29 buildings and 62 homes.
- Maintained vacancy information for 1,391 CHT apartments.
- Developed and placed advertising for available homes, including maintaining CHT's website listings for available homes.
- Maintained Site Compliance Specialist status to ensure compliance with all income and occupancy restrictions (LIHTC, HOME, and HUD); performed program certification and reporting.
- Collected and compiled data, prepared reports as needed for evaluation and resource development.
- Demonstrated knowledge of fair housing regulations (both Federal and State).

## EDUCATION

**MARLBORO COLLEGE**, Marlboro, VT **08/2018** Master of Science in Management: Mission-Driven Organizations

**NORTHERN ARIZONA UNIVERSITY**, Flagstaff, AZ **12/2004** Bachelor of Science in History, Minors in Religious Studies and Asian Studies with an emphasis in Women's and Gender Studies (*magna cum laude*)

## SKILLS/TRAININGS

Proficiency in Google (G Suite), Microsoft Office, and Salesforce (HomeKeeper) platforms  
Fair Housing training, Diversity and Cultural Competency training, HUD certification in housing counseling

# Nina C. Rommelmann

Bellingham, WA 98226 | 713-927-9729 | ninacrommelmann@gmail.com

## PROFESSIONAL EXPERIENCE

**Homeownership Program Coordinator, Kulshan Community Land Trust** | 2025-present  
Bellingham, WA (in-person)

**New Programs Manager, Arnold Ventures LLC** | 2021-2023

Houston, TX (in-person)

Arnold Ventures is a national philanthropy. As manager of the New Programs team, I:

- Managed \$90+ million in active philanthropic investments across three portfolios
- Oversaw project timelines, workflows, and deliverables during proposal development
- Organized and supported calls and meetings with grantees, partners, subject matter experts
- Followed up on action items after all calls and meetings, ensuring projects moved forward
- Managed Salesforce database of existing and potential grants and investments
- Drafted grant/investment proposals and co-presented proposals to the Board of Directors
- Supported development of investment strategies and co-drafted strategy memoranda
- Working with the Director on a two-person team, successfully deployed over \$50 million in new program-related investments in support of affordable housing production

**Director of Programs, Houston Community Land Trust** | 2018-2021

Houston, TX (hybrid)

Houston Community Land Trust is the Houston region's first community land trust. As a co-founder and director, I:

- Designed, developed and oversaw the organization's homebuyer assistance programs
- Successfully assisted 50 first-time low-income homebuyers, over 90% of whom were people of color, in the organization's first two years
- Drafted the program's policies and procedures and designed team workflows
- Customized Salesforce apps for workflow and client management
- Wrote program collateral; designed and drafted website content
- Negotiated transactional documents and conducted real estate purchases
- Managed a team of four homebuyer-facing employees
- Established strong external partnerships to secure services for homebuyers, build strong community and government relationships, and establish organizational credibility
- Gave presentations to diverse audiences on the community land trust model

**Program Development Consultant, Houston Habitat for Humanity** | 2023-2024

Houston, TX (remote)

As an independent consultant, I:

- Drafted an MOU outlining a new partnership between Habitat and a partner organization
- Helped Habitat's homebuyer services team shape a pathway for scaling up annual home sales, integrate new tools and templates into their workflow, and improve legal compliance in the home sales process

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**Program Development Consultant, Homestead Community Land Trust | 2020-2021**

Seattle, WA (remote)

As an independent consultant, I:

- Facilitated a re-design of the homebuyer support team's processes, streamlining workflow to help the team meet upcoming home sales goals with a focus on increasing racial equity and inclusion in the organization's service model
- Delivered comprehensive updates to the organization's policy and procedure manuals and other program collateral
- Customized Salesforce workflows, reports and dashboards to increase efficiency and collaboration and reduce errors in program administration

**Associate Attorney, Real Estate, Baker Botts LLP | 2017-2018**

Houston, TX (in-person)

Baker Botts is a Texas-based law firm. As an associate, I provided legal support to real estate purchase, sale and financing transactions.

**EDUCATION AND ADMISSIONS**

**Admitted to the State Bar of Texas | 2017**

**Juris Doctor | 2017**

*University of Texas School of Law, Austin, TX*

Chancellor-at-Large of the Class of 2017 (awarded to the top 16 GPAs in each class in year two)

**Bachelor of Arts in Interdisciplinary Studies | 2011**

*New York University, New York, NY*

**OTHER EXPERIENCE & ACTIVITIES**

**Continuing Education Credits**

"Fundamentals of Project Management", Rice University Glasscock School, 2020

**Presentations and Board Memberships**

- Co-presenter, *Community Land Trusts*, American Bar Association forum, 2021
- Co-presenter, *Community Land Trusts*, Houston Bar Association presentation, 2020
- *Houston Housing Collaborative* Coordinating Team, 2020-2021
- *Houston Community Land Trust* Founding Board of Directors, 2018
- *Texas Law Fellowships* Board of Directors, 2015-2016

Attachment B

LaFreniere Court Estimated Timeline with Key Milestones and Tasks

Category	Tasks	Date Completed or Expected Complete	Notes / Status
Site Control	Purchase and Sale Agreement / Option	3/1/2016	
Site Control	Closing	10/28/2016	
Feasibility/Due Diligence	Site survey	2/7/2023	
Feasibility/Due Diligence	Phase I Environmental Assessment	5/14/2023	
Feasibility/Due Diligence	Phase 2 Environmental Assessment		Not required
Feasibility/Due Diligence	SEPA	9/11/2024	
Feasibility/Due Diligence	NEPA clearance	9/18/2023	
Feasibility/Due Diligence	Choice Limiting Actions clearance	9/18/2023	
Feasibility/Due Diligence	Neighborhood notification (if required)	9/25/2024	Hearing Examiner; 2 prior meetings 6/30/2021;12/11/2023
Feasibility/Due Diligence	Inspection of first home	6/15/2026	projected
Financing	Appraisal	4/25/2025	updated
Financing	Financial underwriting	6/30/2025	in progress - WSHFC
Financing	Application for funding WSHFC LAP	6/24/2016	
Financing	Application for funding Community Frameworks/SHOP	7/14/2020	and 7/20/2021, SHOP 2023 6/15/2023
Financing	Application for funding COB Predevelopment Loan	6/3/2022	
Financing	Application for funding WA Dept. of Commerce HTF	9/15/2023	
Financing	Application for funding City of Bellingham Construction	12/30/2023	initial submission, resubmit 2025 NOFA 1/30/2025
Financing	Application for funding Whatcom EDI	6/30/2025	
Financing	Construction cost estimate	9/19/2023	
Financing	Award date for funding source WSHFC LAP	10/4/2016	
Financing	Award date for funding source SHOP 20 & 21 & 23	7/14/2020	AND 7/20/2021, 9/19/2024
Financing	Award date for COB Predevelopment Loan	10/20/2022	
Financing	Award date for COB WA Dept. of Commerce HTF	1/18/2024	
Financing	Award date for COB Construction Loan	6/2/2025	
Financing	Award date for Whatcom EDI Funding	1/1/2026	projected
Design/Permitting	Capital finance closing	7/2/2025	projected
Design/Permitting	Zoning approval	11/4/2024	
Design/Permitting	Site plan approval	11/4/2024	
Design/Permitting	Building permit application submitted	9/25/2024	
Design/Permitting	Building permits issued	6/5/2025	
Design/Permitting	Submit Evergreen Project Plan	10/30/2024	
Design/Permitting	Final plans and specs completed	2/5/2025	
Construction	Selection of general contractor	8/15/2023	
Construction	Demolition of vacant buildings	2/17/2025	
Construction	Begin construction	6/9/2025	
Construction	First home issued Certificate of Occupancy/Equivalent	7/1/2026	projected
Construction	Last home issued Certificate of Occupancy/Equivalent	8/16/2026	projected
Deliverables	Interim Progress Report 1	3/1/2026	projected
Deliverables	Interim Progress Report 2	6/1/2026	projected
Deliverables	Qualified Buyers Under Contract	4/1/2026	projected
Deliverables	Orientation and Walk Through with Buyers	7/15/2026	projected
Deliverables	Interim Progress Report 3	8/30/2026	projected
Deliverables	Sale to 1st homebuyer	8/15/2026	projected
Deliverables	Sale to final homebuyer	10/15/2026	projected
Deliverables	Final Report Submitted	10/31/2026	projected

## Attachment B Construction Schedule

ID	Description	Original Duration	Start	Finish	Predecessors	Successors	ritical
<b>Project Name</b>							
<b>Milestones</b>							
10	Project Duration	303	06/09/25	08/05/26	869FF*, 20SS*		No
20	Notice To Proceed	0	06/09/25		220FS, 180FS*	10SS*, 305SS*	Yes
30	Concrete Start	0	09/01/25		370SS*		No
40	Framing Start	0	10/22/25		410SS*		No
50	Roofing/Dry-In Start	0	12/30/25		470SS*		No
60	Drywall Start	0	03/19/26		550SS*		No
70	Flooring Start	0	06/11/26		610SS*		No
80	Paving Start	0	07/08/26		457SS*		No
90	Substantial Completion	0		07/20/26	660SF*		No
<b>Permitting</b>							
120	PFC Permit Review	60	09/13/24A	03/07/25			No
130	BLD Permit Design and Prep	20	07/29/24A	10/11/24A		140FS*	No
140	BLDG Permit Submitted	1	10/14/24A	10/14/24A	130FS*	150FS*	No
150	BLDG Permit 1st Round Review	60	10/14/24A	12/03/24A	140FS*	160FS*	No
160	Building Permit 2nd Round Response Submissi	10	12/04/24A	02/03/25A	150FS*	170FS*, 190FS*	No
170	BLDG Permit 2nd Round Review	15	02/04/25A	02/19/25	160FS*	180FS*	Yes
180	BLDG Permit Received	77	02/20/25	06/06/25	170FS*	20FS*	Yes
<b>Procurement &amp; Contracting</b>							
190	Issue Bidding Dwgs & Specifications	5	03/06/25A	03/12/25	160FS*	200FS*	No
200	Solicit Bid Packages	15	03/13/25	04/02/25	190FS*	210FS*	No
210	Bid Package Review & Final Pricing Complete	5	04/03/25	04/09/25	200FS*	230FS, 220FS*	No
220	Review & Execute Prime Contract Change Ord	18	04/10/25	05/05/25	210FS*	230FS*, 20FS	No
230	Issue & Execute Initial Subcontracts	12	05/06/25	05/21/25	210FS, 220FS*	240FS*	No
240	Prepare Initial Submittal Packages (Civil, Electr	5	05/22/25	05/28/25	230FS*	250FS*, 280FS, 270	No
250	A/E Initial Submittal Package Review	5	05/29/25	06/04/25	240FS*	260FS*	No
260	Material Lead Time (Storm Detention TBD)	7	06/05/25	06/13/25	250FS*	330FS	No
270	Prepare & Execute Balance of Subcontracts	82	05/29/25	09/19/25	240FS*	280FS*	No
280	Prepare Balance of Submittal Packages	20	09/22/25	10/17/25	240FS, 270FS*	290FS-5d*	No
290	A/E Submittal Review	15	10/13/25	10/31/25	280FS-5d*		No
<b>Construction</b>							
<b>Site &amp; Structure</b>							
305	Mobilization	10	06/09/25	06/20/25	20SS*	310FS*	Yes
310	Site Prep	10	06/23/25	07/04/25	305FS*	320FS*	Yes
320	Excavation	5	07/07/25	07/11/25	310FS*, 240FS	330FS*	Yes
330	Storm Detention Install	15	07/14/25	08/01/25	260FS, 320FS*	340FS*	Yes
340	Sanitary Sewer Install	5	08/04/25	08/08/25	330FS*	350FS*	Yes
350	Water and Power	5	08/11/25	08/15/25	340FS*	360FS*	Yes
360	Building Excavation	10	08/18/25	08/29/25	350FS*	370FS*	Yes
370	Form and Pour Foundations	12	09/01/25	09/16/25	360FS*	380FS*, 30SS*	Yes
380	Form and Pour Stem Walls	10	09/17/25	09/30/25	370FS*	390FS*	Yes
390	Utilities, Insulation, Dampproofing, and Backfill	10	10/01/25	10/14/25	380FS*	400FS*	Yes
400	SOG Prep and Pour	5	10/15/25	10/21/25	390FS*	410FS*	Yes
410	L1 Wall Framing	12	10/22/25	11/06/25	400FS*	420FS*, 40SS*	Yes
420	L2 Floor Framing	10	11/07/25	11/20/25	410FS*	430FS*	Yes
430	L2 Wall Framing	10	11/21/25	12/04/25	420FS*	440FS*	Yes
440	Roof Truss Install	10	12/05/25	12/18/25	430FS*	450FS*	Yes
450	Roof Sheating Install	10	12/19/25	01/01/26	440FS*	460FS-3d*, 470FS*	Yes

Building Envelope						
460	MEP Roof Penetrations	3	12/30/25	01/01/26	450FS-3d*	470FS-5d
480	WRB and Window Install	21	01/20/26	02/17/26	470FS*	520FS-10d*, 690FS
490	Siding Install	40	02/18/26	04/14/26	480FS*	500FS*, 455FS+40
500	Exterior Paint	25	04/15/26	05/19/26	490FS*	869FS
BLDGS 1, 2, 3, and 4						
470	Roof Install	15	12/30/25	01/19/26	450FS-3d*, 460FS*	480FS*, 510FS, 500FS
510	Dryout	10	02/11/26	02/24/26	470FS, 480FS*	530FS
520	1, 2, 3, and 4 MEPF Rough In	20	02/04/26	03/03/26	480FS-10d*	530FS*, 700FS*
530	1, 2, 3, and 4 Insulation	6	03/04/26	03/11/26	520FS*, 510FS*	540FS*
540	1, 2, 3, and 4 Cover Inspection	5	03/12/26	03/18/26	530FS*	550FS*
550	1, 2, 3, and 4 Hang/Tape/Texture	20	03/19/26	04/15/26	540FS*	560FS, 555FS*, 730FS*
555	1, 2, 3, and 4 Doors & Trim (Painted)	9	04/16/26	04/28/26	550FS*	560FS*, 735FS*
560	1, 2, 3, and 4 Interior Paint	10	04/29/26	05/12/26	550FS, 555FS*	740FS*, 570FS*
570	1, 2, 3, and 4 Finish Carpentry	9	05/13/26	05/25/26	560FS*	580FS*, 750FS*
580	1, 2, 3, and 4 Casework	6	05/26/26	06/02/26	570FS*	760FS*, 600FS*
600	1, 2, 3, and 4 Countertops	6	06/03/26	06/10/26	580FS*	610FS*, 780FS*
610	1, 2, 3, and 4 Flooring	9	06/11/26	06/23/26	600FS*	790FS*, 620FS-3d*
620	1, 2, 3, and 4 MEPF Trim	9	06/19/26	07/01/26	610FS-3d*	800FS*, 630FS-2d*
630	1, 2, 3, and 4 Appliances	3	06/30/26	07/02/26	620FS-2d*	640FS*, 810FS
640	1, 2, 3, and 4 Door & Bath Hardware	5	07/03/26	07/09/26	630FS*	650FS*, 820FS
650	1, 2, 3, and 4 Contractor Punch	6	07/10/26	07/17/26	640FS*	660FS*, 830FS*
660	1, 2, 3, and 4 Final Clean	6	07/20/26	07/27/26	650FS*	670FS*, 90SF*, 840FS*
670	1, 2, 3, and 4 Owner/Arch Punch	6	07/28/26	08/04/26	660FS*	680FS*, 869FF
680	1, 2, 3, and 4 Final Touchup & Owner Acceptance	3	08/05/26	08/07/26	670FS*	
BLDGS 5 and 6						
690	Dryout	10	02/18/26	03/03/26	480FS*	700FS-5d
700	5&6 MEPF Rough In	15	03/04/26	03/24/26	520FS*, 690FS*	710FS*
710	5&6 Insulation	4	03/25/26	03/30/26	700FS*	720FS*
720	5&6 Cover Inspection	5	03/31/26	04/06/26	710FS*	730FS
730	5&6 Hang/Tape/Texture	14	04/14/26	05/01/26	550FS-2d*, 720FS*	740FS, 735FS-3d*
735	5&6 Doors & Trim (Painted)	6	04/29/26	05/06/26	730FS-3d*, 550FS*	740FS
740	5&6 Interior Paint	6	05/13/26	05/20/26	560FS*, 730FS*	750FS
750	5&6 Finish Carpentry	4	05/26/26	05/29/26	740FS, 570FS*	760FS
760	5&6 Casework	4	06/03/26	06/08/26	580FS*, 750FS*	780FS
780	5&6 Countertops	4	06/11/26	06/16/26	600FS*, 760FS*	790FS
790	5&6 Flooring	6	06/24/26	07/01/26	610FS*, 780FS*	800FS*
800	5&6 MEPF Trim	6	07/02/26	07/09/26	620FS*, 790FS*	810FS*
810	5&6 Appliances	2	07/10/26	07/13/26	630FS, 800FS*	820FS*
820	5&6 Door & Bath Hardware	3	07/14/26	07/16/26	640FS, 810FS*	830FS
830	5&6 Contractor Punch	4	07/20/26	07/23/26	650FS*, 820FS*	840FS
840	5&6 Final Clean	4	07/28/26	07/31/26	660FS*, 830FS*	860FS, 850FS*
850	5&6 Owner/Arch Punch	3	08/03/26	08/05/26	840FS*	869FF*, 860FS*
860	5&6 Final Touchup & Owner Acceptance	2	08/06/26	08/07/26	840FS, 850FS*	
Site Finishes						
455	Landscaping and site Finishes	20	06/10/26	07/07/26	490FS+40d*	457FS*
457	Site Paving	10	07/08/26	07/21/26	455FS*	80SS*
Closeout						
869	Punchlist	5	07/30/26	08/05/26	670FF, 850FF*	10FF*, 870FS-10d*
870	O&M Manuals	10	07/23/26	08/05/26	869FS-10d*	
880	As-Builts	10	07/23/26	08/05/26	869FS-10d*	

**Attachment C LaFreniere Court Project Budget Detail**

Date of Budget

	Project total	Affordable						
		Total	Source:	Source:	Source:	Source:	Source:	Source:
			Buyers Loan/Sale Proceeds	COB	SHOP	HTF	KCLT	Whatcom EDI
<b>Acquisition Costs:</b>								
Land	\$ 575,000	\$ 575,000	\$ 575,000					
Existing Structures	\$ -	\$ -						
Liens	\$ -	\$ -						
Closing, Title & Recording Costs	\$ 5,342	\$ 5,342	\$ 5,342					
Down Payment	\$ -	\$ -						
Extension payment	\$ -	\$ -						
Other: <input type="text"/>	\$ -	\$ -						
<b>SUBTOTAL</b>	\$ 580,342	\$ 580,342	\$ 580,342	\$ -	\$ -	\$ -	\$ -	
<b>Construction:</b>								
Demolition	\$ 109,755	\$ 109,755	\$ 109,755					
New Building	\$ 3,013,625	\$ 3,013,625	\$ 290,349	\$ 1,089,576		\$ 1,633,700		
Rehabilitation	\$ -	\$ -						
Contractor Profit	\$ 296,274	\$ 296,274	\$ 222,395	\$ 73,879				
Contractor Overhead	\$ 707,284	\$ 707,284	\$ 268,484			\$ 438,800		
New Construction Contingency <input style="float: right; margin-right: 20px;" type="text" value="10%"/>	\$ 400,000	\$ 400,000	\$ 188,703	\$ 66,297		\$ 165,000		
Rehab Contingency <input style="float: right; margin-right: 20px;" type="text" value="0%"/>	\$ -	\$ -						
Accessory Building	\$ -	\$ -						
Site Work / Infrastructure	\$ 1,061,392	\$ 1,061,392	\$ 552,405		\$ 158,987		\$ 350,000	
Off site Infrastructure	\$ -	\$ -						
Environmental Abatement - Building	\$ 20,722	\$ 20,722	\$ 3,222		\$ 17,500			
Environmental Abatement - Land	\$ -	\$ -						
Sales Tax	\$ 471,076	\$ 471,076	\$ 471,076					
Bond Premium	\$ 6,500	\$ 6,500	\$ 6,500					
Equipment and Furnishings	\$ 281,829	\$ 281,829	\$ 281,829					
Other: <input type="text" value="contractor contingency"/>	\$ 21,132	\$ 21,132		\$ 21,132				
<b>SUBTOTAL</b>	\$ 6,389,589	\$ 6,389,589	\$ 2,374,718	\$ 1,250,884	\$ 176,487	\$ 2,237,500	\$ 350,000	

**Attachment C LaFreniere Court Project Budget Detail**

Date of Budget

Project total	Total	Affordable					
		Source: Buyers Loan/Sale Proceeds	Source: COB	Source: SHOP	Source: HTF	Source: KCLT	Source: Whatcom EDI
<b>Soft Costs:</b>							
Buyer's Appraisal	\$ 10,900	\$ 10,900		\$ 10,900			
Market Study	\$ -	\$ -					
Architect	\$ 70,000	\$ 70,000	\$ 15,000	\$ 55,000			
Engineering	\$ 57,500	\$ 57,500			\$ 57,500		
Environmental Assessment	\$ 2,800	\$ 2,800		\$ 2,800			
Geotechnical Study	\$ 4,200	\$ 4,200		\$ 4,200			
Boundary & Topographic Survey	\$ 6,216	\$ 6,216		\$ 6,216			
Legal - Real Estate	\$ 20,000	\$ 20,000		\$ 20,000			
Developer Fee	\$ 312,000	\$ 312,000	\$ 312,000				
Project Management / Dev. Consultant Fees	\$ 55,000	\$ 55,000	\$ 55,000				
Other Consultants		\$ -					
Soft Cost Contingency	\$ 13,000	\$ 13,000	\$ 13,000				
Other: <input type="text"/>	\$ -	\$ -					
<b>SUBTOTAL</b>	\$ 551,616	\$ 551,616	\$ 395,000	\$ 99,116	\$ 57,500	\$ -	\$ -
<b>Pre-Development / Bridge Financing</b>							
Bridge Loan Fees	\$ -	\$ -					
Bridge Loan Interest	\$ -	\$ -					
<b>SUBTOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Attachment C LaFreniere Court Project Budget Detail**

Date of Budget

Project total	Total	Affordable					
		Source: Buyers Loan/Sale Proceeds	Source: COB	Source: SHOP	Source: HTF	Source: KCLT	Source: Whatcom ED!
<b>Construction Financing</b>							
Construction Loan Fees	\$ 13,500	\$ 13,500	\$ 1,000			\$ 12,500	
Construction Loan Expenses	\$ -	\$ -					
Construction Loan Legal	\$ -	\$ -					
Construction Period Interest	\$ 183,000	\$ 183,000	\$ 183,000				
Lease-up Period Interest	\$ -	\$ -					
<b>SUBTOTAL</b>	\$ 196,500	\$ 196,500	\$ 184,000	\$ -	\$ -	\$ 12,500	\$ -
<b>Permanent Financing</b>							
Permanent Loan Fees	\$ -	\$ -					
Permanent Loan Expenses - COB	\$ 18,000	\$ 18,000	\$ 18,000				
Permanent Loan Legal	\$ 1,000	\$ 1,000	\$ 1,000				
State HTF Fees	\$ -	\$ -					
Other: <input type="text"/>	\$ -	\$ -					
<b>SUBTOTAL</b>	\$ 19,000	\$ 19,000	\$ 19,000	\$ -	\$ -	\$ -	\$ -
<b>Other Development Costs</b>							
Real Estate Tax	\$ 12,000	\$ 12,000	\$ 12,000				
Insurance	\$ 30,000	\$ 30,000	\$ 30,000				
Relocation	\$ -	\$ -					
Bidding Costs	\$ -	\$ -					
Permits, Fees & Hookups	\$ 77,202	\$ 77,202		\$ 77,202			
Impact/Mitigation Fees	\$ 17,607	\$ 17,607		\$ 17,607			
Development Period Utilities	\$ 10,000	\$ 10,000	\$ 10,000				
Nonprofit Donation	\$ -	\$ -					
Accounting/Audit	\$ 9,655	\$ 9,655	\$ 9,655				
3 <sup>rd</sup> Party Certification of Final Development Cost	\$ 5,000	\$ 5,000	\$ 5,000				
Marketing/Leasing Expenses	\$ -	\$ -					
Carrying Costs at Rent Up/Lease Up Reserve	\$ -	\$ -					
<b>SUBTOTAL</b>	\$ 161,464	\$ 161,464	\$ 66,655	\$ -	\$ 94,809	\$ -	\$ -
<b>Total Development Cost:</b>	\$ 7,898,511	\$ 7,898,511	\$ 3,619,715	\$ 1,350,000	\$ 328,796	\$ 2,250,000	\$ -
<b>Total Sources:</b>	\$ 7,898,511						\$ 350,000

Attachment D1 LaFreniere Summary Proforma

Source Name	Source Type	Proposed Amount	Committed Amount
Commerce- HTF	State		\$2,250,000.00
Commerce CDBG/CHIP	State		\$1,350,000.00
Community Frameworks/SHOP	Federal		\$328,796.00
Whatcom County EDI	County	\$350,000.00	
WA State Housing Finance Commission	State		\$460,000.00
WA State Housing Finance Commission	State		\$2,394,715.00
Weigum Seller Financing	Private		\$115,000.00
Sachs Foundation	Private		\$650,000.00
<b>Subtotal</b>		<b>\$ 350,000.00</b>	<b>\$ 7,548,511.00</b>

Total Production Sources **\$ 7,898,511.00**

Development Budget	Amount	
Acquisition Costs	\$ 580,342.00	
Construction	\$ 6,389,589.00	
Soft Costs	\$ 551,616.00	
Construction Financing	\$ 196,500.00	
Other Development Costs	\$ 180,464.00	
	\$	
<b>Subtotal</b>	<b>\$ 7,898,511.00</b>	<b>\$ -</b>

Total Development Cost **\$ 7,898,511.00**

**Attachment D: Financing Sources**

**LaFreneiere Court Production Funding**

Source Name	Residential Source Type	Proposed Amount	Committed Amount	Public / Private	Application Date	(Projected) Award Date	Grant/ Loan	Funding Type	Interest Rate	Loan Term	Amortization Period	Repayment Structure
	State - Housing Trust Fund	\$ -	\$ 2,250,000.00	Public	10/19/2022	1/19/2023	Grant	Recoverable	0.000	25	N/A	Grant
City of Bellingham	City		\$ 1,350,000.00	Public	2/1/2025	6/2/2025	Grant	Recoverable	0.000	25	N/A	Grant
Community Frameworks/SHOP	Federal		\$ 328,796.00	Public	multiple	multiple	Loan	Forgivable	0.000	10	N/A	Forgivable Loan
EDI Funding	Sponsor	\$ 350,000.00		Private		n/a	Grant				N/A	N/A
Weigum Seller Financing	Private		\$ 115,000.00	Private		10/28/2016	Loan	Lump-Sum	0.000	REPAID	N/A	sale proceeds
WSHFC Land Acquisition Program	Washington State Housing Finance Commission		\$ 460,000.00	Public	6/24/2016	10/4/2016	Loan	Amortizing	1.000	10	annual	sale proceeds
WSHFC CLT Construction Financing	Washington State Housing Finance Commission	\$ -	\$ 2,394,715.00	Public	11/1/2023	11/15/2024	Loan	Amortizing	2.000	2	quarterly	sale proceeds
Sachs Foundation	Private		\$ 650,000.00	Private	12/10/2024	12/23/2024	Loan	Amortizing	3.000	3	monthly	sale proceeds
<b>Subtotal</b>		<b>\$ 350,000.00</b>	<b>\$ 7,548,511.00</b>									
<b>Total Production Sources</b>			<b>\$ 7,898,511.00</b>									

**B. Homeowners' Financing (see instructions above)**

Residential Source Name	Residential Source Type	Proposed Amount	Committed Amount	Public / Private	Application Date	(Projected) Award Date	Grant/ Loan	Funding Type	Interest Rate	Loan Term	Amortization Period	Repayment Structure
WSHFC or Conventional Mortgage	Mortgage	\$ 3,451,717.00	\$ -	Private								
Downpayment above closing costs	Other	\$ 125,211.00	\$ -	Private								
		\$ -	\$ -									
<b>Subtotal</b>		<b>\$ 3,576,928.00</b>	<b>\$ -</b>									
<b>Total Long Term Financing</b>			<b>\$ 3,576,928.00</b>									

Warning: Discrepancy between Long Term Financing and Production Sources greater than \$10. Provide an explanation below.

**Financing Notes:** (see instruction above) The sale revenue, realized via the buyer's mortgages plus cash downpayment, will be used to pay off the construction financing, private financing, and the WSHFC Land Acquisition Program loans above. The balance of the production funding will serve as permanent funding to keep the homes permanently affordable.

## Housing Affordability and Minimum Incomes

Unit Size/# BR: 2 3

<b>Total Average Cost Per Unit:</b>	\$419,360	\$463,114
<b>Permanent Subsidy Sources:</b>		
<b>Housing Trust Fund</b>	\$125,000	\$125,000
City of Bellingham Funds	\$75,000	\$75,000
Community Frameworks SHOP	\$18,266	\$18,266
EDI Funding	\$15,000	\$25,000

<b>Affordable Base Price Per Unit:</b>	\$186,094	\$219,848
<b>Sample Buyer's Closing Costs:</b>	9305	10992
<b>Sample Buyer's DPA, if any:</b>		
HomeChoice/HouseKey	\$15,000	\$15,000
(list DPA source here)		
<b>Sample Buyer's Cash:</b>	\$1,861	\$2,198
<b>Sample Buyer's Mortgage:</b>	178537	213641

<b>Sample Interest Rate:</b>	8%	8%
<b>Sample Term (years):</b>	30	30
<b>Sample Property Taxes:</b>	\$155	\$183
Sample Insurance:	\$50	\$75
Estimated Monthly HOA:	\$200	\$200
<b>Monthly Lease/Program Fee:</b>	\$50	\$50

<b>Total Calculated PITI Payment:</b>	\$1,765	\$2,076
---------------------------------------	---------	---------

<b>Front End Ratio:</b>	38%	38%
<b>Minimum Income Necessary Home:</b>	\$55,741	\$65,553

Household Size	AMI Per HH Size	Minimum AMI:	Minimum AMI:
1	60700	92%	108%
2	69400	80%	94%
3	78050	71%	84%
4	86700	64%	76%
5	93650	60%	70%
6	100500	55%	65%

## ADDITIONAL COVERED PARTY AMENDMENT – DESIGNATED PERSON OR ORGANIZATION

**This endorsement modifies coverage provided under the following:**

### GENERAL LIABILITY COVERAGE PART

This endorsement changes the Coverage Agreement effective on the inception date of the Coverage Agreement unless another date is indicated above. Providing the certificate of coverage that this endorsement is attached to has been issued by and is on file with the Company, the following applies.

#### SCHEDULE

Person or Organization (Additional Covered Party):

Whatcom County  
509 Girard Street  
Bellingham, WA 98225

Description of Activities / Operations / Designated Premises:

Regarding grant for 24-homes; permanently affordable townhomes. Grant award: \$436,902.48. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers are named as Additional Covered Parties as respects General Liability regarding this grant only and are subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached. Waiver of Transfer of Rights as respects General Liability endorsement is attached.

With respect to coverage under the General Liability Coverage Part:

- A. The Definition of **Covered Party** in the LIABILITY COVERAGES – COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS section of this Coverage Agreement is amended to add as a **Covered Party** the person or organization shown in the above Declarations with whom you have agreed in a written contract, written agreement, or permit that such person or organization be added as an additional **Covered Party** in your Coverage Agreement. Such person or organization is a **Covered Party** only with respect to their liability assumed by you that would be otherwise imposed by law in the absence of any contract, agreement, or permit relating to or arising out of the specified activity(ies) or operations described in the above Declarations.

However, this coverage only applies with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

The following provisions also apply:

- (1) The written contract, written agreement, or permit must be in effect at the inception of the **Coverage Period** or become effective during the **Coverage Period**; and
- (2) The written contract, written agreement, or permit must be executed prior to the **Bodily Injury** or **Property Damage**.

Subject to the paragraphs above, any such person's or organization's status as an additional **Covered Party** ends when any of the following first occurs:

- (1) This Coverage Agreement terminates;
- (2) The written contract, written agreement, or permit terminates; or
- (3) The specified activity(ies) or operations described in the above Declarations terminate.

B. The following is added to Condition D. Other Insurance in the LIABILITY COVERAGES – COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS section of the Coverage Agreement, and supersedes any provision to the contrary:

For the additional **Covered Party** under your Coverage Agreement shown in the above schedule, and subject to Paragraph A. above, this coverage is primary to and will not seek contribution from any other insurance available to such additional **Covered Party** provided that:

- (1) The additional **Covered Party** is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, or permit that this Coverage would be primary and would not seek contribution from any other insurance available to the additional **Covered Party** for amounts payable under the coverage provided by this endorsement.

C. The Limits of Coverage applicable to the additional **Covered Party** is the lesser of those limits specified in either the:

- Written contract, written agreement, or permit; or
- Declarations for this Coverage Agreement,

In no case will the limits of coverage provided under this General Liability endorsement exceed the limits as required in the contract or agreement, or the limit of liability available under this Coverage Agreement. These Limits of Coverage are part of and not in addition to the Limits of Coverage shown in the Declarations.

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this Coverage Part to the **Covered Member**, this coverage applies:

- a. As if each **Covered Member** were the only **Covered Member**; and
- b. Separately to each **Covered Party** against whom claim is made or **Suit** is brought.

All other terms and conditions remain unchanged

# Housing Affordable for the Work Force Program

Application Cover Sheet Requesting the Use of  
Whatcom County Economic Development Investment (EDI) Funds for  
Public Facilities Costs Related to Construction of Affordable Homes

## Applicant Information

Name and Title of Authorized Representative: Shell Philhower Finance & Operations

Name of Organization: Kulshan Community Land Trust

Address: 1715 C St. #201 City: Bellingham

State: WA Zip Code: 98225 Phone: 360-671-5600 Fax: N/A

E-mail: shell@kulshanclt.org

## Project Information

Location of Proposed Affordable Housing old - 2912 Birchwood Ave/new - 3204 -  
3225 Equity Place

## Legal Requirements

Please check the appropriate box below and provide the information requested:

Incorporated as a private non-profit corporation in the State of Washington and has been granted 501(c)(3) tax exempt status by the U.S. Internal Revenue Service.

IRS Employer Identification Number (EIN): 91-1995485

A public corporation, commission, or authority established pursuant to applicable Washington State law

IRS Employer Identification Number (EIN): \_\_\_\_\_

Incorporated as a private for-profit corporation

IRS Employer Identification Number (EIN): \_\_\_\_\_

## Other Information

Please indicate the total amount of funding requested: \$ 44,012.06

If rental project, identify State or Federal maximum used to determine affordable rental rates:  
\_\_\_\_\_

I certify that the above-named applicant will comply with all Whatcom County requirements if EDI funding is used by my agency. All information contained in this application is true and accurate to the best of my knowledge.

Dee Loh Executive Director  
Authorized Signature and Title

11/25/25  
Date



November 25<sup>th</sup>, 2025

Satpal Sidhu

Whatcom County Executor

311 Grand Avenue, Suite #108

Bellingham, WA 98225

RE: Homes Affordable for the Workplace Application for use of EDI funding Birchwood LaFreniere Court  
2912 Birchwood Ave. (new addresses 3205 – 3225 Equity Pl.) Bellingham, WA 98225

Permit Numbers: BLD2024-1045, BLD2024-0956, BLD2024-0950, BLD2024-0949, BLD2024-0948,  
BLD2024-0947, BLD2024-0946, BLD2024-0945, BLD2024-0944, BLD2024-0943, BLD2024-0992,  
PBW2024-1019

Dear Mr. Sidhu,

Please accept this application for the use of \$44,012.06 of the Whatcom County Economic Development Initiative Funding for the construction of the LaFreniere Court Townhome project, an 18-unit, permanently affordable new construction project on Birchwood Ave. just west of Birchwood Elementary School. Using the Community Land Trust model, these homes will be sold to first-time homebuyers under 80% AMI and remain permanently affordable. The project consists of four buildings, each housing two 3-bedroom and two 2-bedroom townhomes, and two single-story 2-bedroom ADA accessible homes. Also onsite is City Sprouts Farm, an organic educational garden and nursery providing food production training to Western Washington University students and the public.

We are requesting the use of the Whatcom County EDI funds to cover the following allowable fees. School and park impact fees are calculated to reflect the 80% reduction granted by the City of Bellingham for affordable housing:

1. Water/Sewer Utility Connection Fees	\$13,274.80
2. Stormwater Development Charges	\$3,241.36
3. Traffic Impact Fees	\$10,101.60
4. Park Impact Fees	\$9,873.90
5. School Impact Fees	\$7,439.40
6. <u>BLD-Res WA SBCC Fees</u>	<u>\$81.00</u>
Total	\$44,012.06

Repayment to the EDI fund will be collected from the homeowners on a monthly basis, over a 50 year period, in order to repay the loan in full, plus interest, at the end of the 50 year term.



# KULSHANCLT

## GROWING A COMMUNITY EVERYONE CAN AFFORD

We hope that Whatcom County will support this endeavor by granting the use of the Whatcom County EDI Funds for this exciting project. Please contact Rose Lathrop at KulshanCLT with any questions. Thank you for your time and support.

Sincerely,

Rose Lathrop

### **Corporate History**

**Mission:** Kulshan Community Land Trust (KulshanCLT) strengthens the community by holding land in trust for permanently affordable homeownership and other community needs, and by offering financial and educational services to people of limited means.

**History of KulshanCLT and the CLT Strategy:** Since its incorporation in 1999, KulshanCLT has grown to meet the increasingly challenging task of providing access to homes that working people can afford in Bellingham and Whatcom County. Home prices in Whatcom County have increased nearly 300% since the first home came into the trust in 2002. During the same period, median wages have increased on average only 4% per year, creating an ever-widening affordability gap and forcing many low- and moderate-income first time homebuyers to postpone or forego purchasing a home in the community they serve.

KulshanCLT addresses this need by creating safe, stable home buying opportunities and by providing education and financial counseling. KulshanCLT partners with first-time homebuyers with annual incomes at or below 80% of the HUD area median income adjusted for household size. All KulshanCLT homebuyers complete WSHFC-certified Home Buyer Education classes provided by KulshanCLT. Upon completion, homebuyers are eligible for reduced rate mortgages and mortgage gap financing that KulshanCLT secures from public and private sources. Many homebuyers also participate in additional pre- and post-purchase classes and workshops to help them succeed as homeowners and protect their home investment.

A 99-year renewable ground lease (or affordability covenant in the case of condominiums) protects the affordability of the home for future income-qualified homebuyers, while providing each homeowner with a reasonable rate of return on their investment.

**To date**, with 147 homes in the trust, KulshanCLT has partnered with 239 homebuyers, including resale, providing access to homeownership and an equity-building opportunity that is not usually available to working class households with annual incomes below the median. This population of homebuyers looks to KulshanCLT to provide an affordable, stable and safe way to move into responsible homeownership.

The work of KulshanCLT, growing a community everyone can afford, offers a partial solution to the housing shortage for all low- and moderate-income households. To create a more complete solution for low-income homebuyers in Whatcom, this project began construction in early June 2025, with owner occupancy projected by Fall 2026. By providing affordable homeownership opportunities for households



under 80% AMI, this project will stabilize households living and working in Whatcom County. Not only will new homeownership opportunities be created, but the project will also free up rentals for new Whatcom County residents joining our workforce. The project also provides construction jobs, apprenticeship opportunities, and tax revenue.

### **Description of the Construction Project**

The LaFreniere Court project will create 18 single family townhomes constructed to be energy efficient, wired for solar panels, and built with long-lasting materials. The homes are clustered to maintain large common areas that will be planted with native plants and fruit trees. Two of the homes will be ADA accessible. Also on-site is City Sprouts Farm, an organic educational garden and nursery providing food production training to Western Washington University students and the public.

The Birchwood home buyers will make mortgage payments no greater than 38% of their income resulting in stable, affordable living costs and improved outcomes in health, education, and quality of life. The land will be held in a land trust, further reducing the cost of these energy-efficient homes to the homebuyers and maintaining the home’s affordability for over 90 years. As one of the only large-scale project within Whatcom County building home ownership opportunities at no profit, this project will provide immense public benefit to our community.

### **LaFreniere Court Project Capital Budget**

Sources of Funds		Application of Funds	
DPA & Grants			
CF SHOP Funding	\$ 328,796	Site Development	\$ 328,796
WSHFC LAP Loan	\$ 460,000	Land Acquisition	\$ 460,000
Seller Financing (0%)	\$115,000	Land Acquisition	\$115,000
EDI 2025 Grant	\$ 350,000	Construction	\$ 350,000
City of Bellingham	\$1,350,000	Construction & Soft Costs	\$1,350,000
Housing Trust Fund	\$ 2,250,000	Construction	\$ 2,250,000
PSE Grant	\$250,000	Solar Panels	\$250,000
PNW EPA Grant	\$202,810	Energy Upgrades	\$202,810
Home Sales	\$ 3,044,715	Construction & Soft Costs	\$ 3,044,715
<b>Total</b>	<b>\$8,351,321</b>		<b>\$8,351,321</b>

With the exception of the EDI funding requested and the homebuyer financing, all funding needed to complete this project is secured and available for use.

### **Affordability and Monitoring**

The Birchwood LaFreniere Court Project will maintain their affordability through two means - the first is that the land is paid for and incorporated into the KulshanCLT, decreasing the purchase price of the home and enabling LaFreniere Court home buyers to purchase a home that they would otherwise not be able to afford. These home buyers pay a monthly ground lease fee to KulshanCLT of \$50, securing their use of the land for 99 years; this lease is renewable and inheritable. The home buyers accrue equity on the home at a set rate of 1.5% per year, increasing their net worth while maintaining the home's affordability for generations to come.



# KULSHANCLT

## GROWING A COMMUNITY EVERYONE CAN AFFORD

The second way that Birchwood LaFreniere Court homes will naturally retain their affordability is through the reduced price. Cost per home will be based upon the square footage of the unit. Without the cost of the land added to the mortgage, homes are expected to sell to homebuyers at a final cost of \$211,250 – \$245,000. Mortgages will be structured to ensure that no homeowner pays more than 38% of their income on housing, a figure far less than other homeownership opportunities on the current market.

Monitoring will be conducted KulshanCLT to support the LaFreniere Court homebuyers. A covenant will be placed on the homes to ensure that future sale of the property first be made available to potential homebuyers earning between 30-80% AMI. CC&R's and an HOA will further assist any necessary monitoring.

### **Project Timeline**

Site development, road work and construction are in progress, with buildings currently in the framing process. These 18 units are scheduled for occupancy, including transfer of title to the families, by September 30, 2025. In accordance with occupancy guidelines, all roads, parking, sidewalks, storm water and utilities will be completed by the date indicated.

### **Completion Contingencies**

The Birchwood LaFreniere Court project will be completed as there has been significant community support shown in the form of state, county, and city subsidy funding, as well as down-payment assistance programs. We have a 2% interest construction loan from Washington State Housing Commission. A 10% construction contingency was built into the original budget to allow for cost overages.

These completion contingencies guarantee that the LaFreniere Court project will be completed; however, the use of the EDI funding will enable KCLT to draw less funding that accrues interest and provide a financial buffer to complete the project in a timely manner.

### **Site Control**

KulshanCLT retains site control as owner of 2912 Birchwood Avenue. KulshanCLT took ownership of the property in October 2016. The only debt on the property remaining is the WSHFC Land Acquisition Program Loan of \$460,000.

### **Future Affordability**

Birchwood LaFreniere Court will remain affordable as long as the property remains in the Kulshan Community Land Trust. The price of a LaFreniere Court home is already significantly below market value as the property is not included in the purchase price. Upon any sale of a townhome the homes will remain affordable due to the recorded ground lease restricting the property to its base sales price plus 1.5% yearly equity in order to resell the home to another low-income client.

Due to the grant subsidy requirements for affordability, resale is restricted so the homes cannot be sold on the open market. Each subsidy has its own affordability requirements, with the longest being 50 years. Therefore the home must be sold to another income qualified buyer and the EDI funds will stay in the homes for at least the 50 years of repayment. KulshanCLT strives for permanent affordability and expects the homes to stay in the trust in perpetuity.

Repayment to the EDI fund will be collected from the homeowners on a monthly basis, over a 50 year period, in order to repay the loan in full, plus interest, at the end of the 50 year term. These monthly payments will be held by KulshanCLT until the time of repayment.

### **Non-residential Improvements**

Additional improvements will include a new sidewalk and road frontage to the City's ¾ standard.



# KULSHANCLT

**GROWING A COMMUNITY  
EVERYONE CAN AFFORD**

## **Board of Directors**

### **President**

Sara Young

### **Vice President**

Eamonn Collins

### **Secretary**

Todd Elsworth

### **Treasurer**

Ben Buhler

### **Trustee**

Rosanne Manning

### **Trustee**

Cathalina Barill

### **Trustee**

Paul D'Agnolo

### **Trustee**

Brandon Wheat

### **Trustee**

Jamin Agosti

### **Trustee**

Danne Neill

### **Trustee**

Lyndsey Reimer

## **Staff**

Rose Lathrop, Executive Director of Kulshan Community Land Trust

Kit Topaz, Development & Community Outreach Director

David Ellsworth-Keller, Homeownership Program Director

Nina Rommelmann, Homeownership Program Coordinator

Michele Philower, Finance & Operations Director

Leandra Hansen, Office Administrator & Bookkeeper

## **Consultants**

[bundle] Design Studio

Freeland & Associates Civil Engineering

Aly Taysi, AVT Consulting

Wellman & Zuck Constructors LLC



# KULSHANCLT

GROWING A COMMUNITY  
EVERYONE CAN AFFORD

**LaFreniere Court Site Location**  
2912 Birchwood Ave. Bellingham, WA 98225





When Recorded Return to:  
Whatcom County Executive's Office  
311 Grand Avenue, Suite 105  
Bellingham, WA 98225

Attention: Jake Logan  
Reserved for Recording Purposes Only

LOW INCOME HOUSING COVENANT

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GRANTOR(S): Kulshan Community Land Trust, a Washington nonprofit corporation

GRANTEE(S): Whatcom County, a Municipal Corporation

ABBREVIATED LEGAL: LOT A LAFRENIERE LLA AS REC AF 2050806012-EXC NLY 2 AC THEREOF and NLY 2 AC OF LOT A LAFRENIERE LLA AS REC AF 2050806012

ADDITIONAL LEGALS ON PAGE: 1

ASSESSOR'S TAX PARCEL NUMBERS: 3802235625310000 and 3802235625310001

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THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter referred to as "COVENANT"), dated                     , 2026, by Kulshan Community Land Trust, a Washington nonprofit corporation, and its successors and assigns (hereinafter referred to as "GRANTOR") is given in consideration of funds provided by Whatcom County for the purpose of construction and development of affordable housing on real PROPERTY (hereinafter referred to as "PROPERTY") legally described below:

LOT A, AS DELINEATED ON THE LAFRENIERE LOT LINE ADJUSTMENT, ACCORDING TO THE PLAT THEREOF, RECORDED AUDITOR'S FILE NO. 2050806012 RECORDS OF WHATCOM COUNTY

This COVENANT will be filed and recorded in the official public land records of Whatcom County, Washington and shall constitute a restriction upon the use of the PROPERTY described herein, subject to and in accordance with the terms of this COVENANT, for ninety-nine (99) years beginning upon the initial occupancy of each unit of affordable housing.

RECITALS

WHEREAS, the GRANTOR is the sole owner in fee simple of the PROPERTY, and

WHEREAS, the GRANTOR, through its Community Land Trust model, agrees to serve only households that are at 80% or below Area Median Income as defined by the United States Department of Housing and Urban Development (HUD) and adjusted for household size. In the event that HUD ceases to provide such estimates of area median income, then area median income shall mean such comparable figures for Whatcom County, Washington as published or reported by a federal, state, or local agency as the COUNTY shall reasonably select;

WHEREAS, the GRANTOR operates under a Community Land Trust model whereby GRANTOR retains ownership of the underlying land and conveys only the home structure to qualified homebuyers through 99-year renewable ground leases, ensuring long-term affordability of the units.

WHEREAS, the GRANTOR is creating a real property covenant on the PROPERTY for purposes of ensuring the PROPERTY is used for the construction and sale of eighteen (18) units of permanently affordable homeownership for ninety-nine (99) years commencing following the initial occupancy of each unit, under the terms herein, and

WHEREAS, Whatcom County (hereinafter referred to as "COUNTY") has provided grant funding in the amount of Three Hundred and Ninety-Four Thousand and Twelve Dollars and Six Cents (\$394,012.06) from the Economic Development Investment (EDI) Program pursuant to that certain Grant Agreement dated [DATE] (Contract No. 202612XXX), and

WHEREAS, the foregoing recitals are a material part of this COVENANT,

NOW THEREFORE, in consideration of the promises and covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR intends, declares, and covenants that the restrictive COVENANTS set forth herein governing the use, occupancy, and transfer of the PROPERTY shall be and are COVENANTS pertaining to the PROPERTY and running with the land for the term stated herein and are binding upon all subsequent owners of the PROPERTY and for such terms, except as specifically provided herein, and are not merely personal covenants of the GRANTOR.

#### SECTION 1 REPRESENTATIONS, COVENANTS AND WARRANTIES OF GRANTOR

GRANTOR hereby represents, covenants and warrants as follows:

1. GRANTOR voluntarily establishes this real property COVENANT over the PROPERTY for ninety-nine (99) years beginning upon the initial occupancy of each unit, subject to the terms set forth herein exclusively for the purpose of ensuring the PROPERTY is actively used for purposes of affordable homeownership for households at 80% or less of Area Median Income, at all times during the period of the COVENANT. This COVENANT shall expire ninety-nine (99) years from the initial occupancy of each unit, if not earlier terminated.
2. GRANTOR hereby covenants and agrees not to sell, transfer or otherwise dispose of the PROPERTY or any portion thereof without first providing a written notice to the buyer and obtaining the agreement of any buyer or successor in interest or other person or entity acquiring the PROPERTY or any interest therein, that such acquisition is subject to the requirements of this COVENANT and to the affordability requirements provided for herein; provided, however, that nothing contained in this COVENANT shall restrict transfers of interests consistent with GRANTOR's Community Land Trust model and ground lease structure.
3. GRANTOR will, at the time of execution, delivery and recording of this COVENANT, have good and marketable title to the PROPERTY, free and clear of any liens or encumbrances (except encumbrances created pursuant to this COVENANT or other permitted encumbrances identified in Section 2, including, without limitation, construction and permanent financing liens and the exceptions set forth in the GRANTOR'S policy of title insurance).
4. GRANTOR warrants that it has not and will not execute any other covenant or deed restriction with provisions contradictory to, or in opposition to, the provisions hereof other than the permitted encumbrances, or as otherwise approved in writing by the COUNTY.

SECTION 2  
TERM OF COVENANT AND PERMITTED ENCUMBRANCES

1. This COVENANT, and the terms specified herein, apply to the PROPERTY immediately upon recordation, and GRANTOR shall comply with all restrictive covenants herein.
2. The COVENANT shall remain in place for ninety-nine (99) years beginning on the initial occupancy of each unit, during which time GRANTOR and their successors, shall maintain eighteen (18) units of permanently affordable homeownership as described in the Agreement, on the PROPERTY and shall meet all other requirements of this COVENANT, subject to the terms herein.
3. Permitted encumbrances under this COVENANT include construction and permanent financing liens, utility easements approved by the City of Bellingham, and ground leases executed by GRANTOR consistent with its Community Land Trust model, provided such encumbrances do not unreasonably inhibit the use of the PROPERTY as affordable homeownership as described herein.

SECTION 3  
RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

1. Upon execution of this COVENANT by the GRANTOR, GRANTOR shall cause this COVENANT and all amendments hereto to be recorded in the Whatcom County Auditor's Office. GRANTOR shall pay all fees and charges incurred in connection therewith.
2. GRANTOR intends, declares and covenants, on behalf of itself and all future owners of the PROPERTY during the term of this COVENANT, that this COVENANT and the covenants and restrictions set forth in this COVENANT regulating and restricting the use, occupancy and transfer of the PROPERTY shall
  - 2.1. constitute covenants running with the land, encumbering the PROPERTY for the term of this COVENANT, binding upon GRANTOR and GRANTOR's successors in title and all subsequent owners of the PROPERTY and not merely personal covenants of GRANTOR; and
  - 2.2. bind the GRANTOR (and the benefits shall inure to the COUNTY) and any past, present or prospective owner of the PROPERTY and GRANTOR's respective successors and assigns during the term of this Covenant.
3. GRANTOR hereby agrees that any and all requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to ensure that these restrictions run with the land for the duration of this COVENANT. For the term of this COVENANT, each and every contract, deed or other instrument hereafter executed conveying the PROPERTY or portion thereof shall expressly provide that such conveyance is subject to this COVENANT, provided, however, the covenants contained herein shall survive and be effective regardless of whether such contracts, deed, or other instrument hereafter executed conveying the PROPERTY or portion thereof provides that such conveyance is subject to this COVENANT.
4. The COUNTY hereby agrees that upon termination of this COVENANT, the COUNTY shall cooperate with the GRANTOR to sign a recordable document extinguishing this COVENANT from Title.

SECTION 4  
ENFORCEMENT OF AFFORDABILITY

The PROPERTY will be bound by the terms of this COVENANT at each sale or transfer, for the purposes of providing units of permanently affordable homeownership in Whatcom County. GRANTOR hereby declares and covenants, on behalf of itself and all future owners of the PROPERTY, that, during the term of this COVENANT, the

COUNTY is a third-party beneficiary of and successor to each and every remedy provided in the COVENANT or in law intended to ensure the proper use of the PROPERTY for the purposes defined herein. The COUNTY may, in the event of the failure or default of the GRANTOR, under this COVENANT, exercise all rights and remedies available to the COUNTY as provided herein or as otherwise provided by law. Proper use is defined as:

1. The PROPERTY shall be used actively to provide eighteen (18) units of permanently affordable homeownership for ninety-nine (99) years commencing upon the initial occupancy of each unit and as further set forth in the Grant Agreement;
2. The eighteen (18) units in the PROPERTY will be sold exclusively to households that at the time of initial purchase have gross annual household incomes at 80% or less of the local area median income, as defined by the United States Department of Housing and Urban Development (HUD) and adjusted for household size. In the event that HUD ceases to provide such estimates of area median income, then area median income shall mean such comparable figures for Whatcom County, Washington as published or reported by a federal, state, or local agency as the COUNTY shall reasonably select;
3. All eighteen (18) units shall be subject to 99-year ground leases between GRANTOR and homebuyers whereby GRANTOR retains ownership of the underlying land and homebuyers purchase and own only the residential structure. Ground leases shall contain equity caps limiting annual appreciation to no more than 1.5% per annum, or such other percentage as established by GRANTOR's Board of Directors, to ensure units remain affordable to subsequent qualifying households. GRANTOR shall retain right of first refusal on all resales;
4. All units shall be occupied as primary residences by the homebuyers and shall not be rented, leased, or used as secondary residences or investment properties. GRANTOR shall verify occupancy annually;
5. The GRANTOR shall use the PROPERTY to provide affordable homeownership and will comply with all State and Local building codes, Fair Housing requirements, and other requirements regarding the condition and operation of the project in the jurisdiction in which the housing is located;
6. GRANTOR covenants that it will not knowingly take or permit any action that would result in a violation of the terms of this COVENANT. The COUNTY, together with GRANTOR, may execute and record any amendment or modification of this COVENANT and such amendment or modification shall be binding on third parties' rights granted under this COVENANT.
7. GRANTOR acknowledges that the primary purpose for requiring compliance by GRANTOR with restrictions provided in this COVENANT is to assure compliance with the use requirements imposed as a term of funding by the COUNTY, AND BY REASON THEREOF, GRANTOR IN CONSIDERATION FOR RECEIVING FUNDS TO CONSTRUCT THE PROPERTY HEREBY AGREES AND CONSENTS THAT THE COUNTY SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREIN, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE BY SPECIFIC PERFORMANCE, GRANTOR'S OBLIGATIONS UNDER THIS COVENANT IN A STATE COURT OF COMPETENT JURISDICTION. GRANTOR hereby further specifically acknowledges that the beneficiaries of GRANTOR's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of legal action, legal costs, including attorney fees and court costs (including costs of appeal), may be recovered by the prevailing party.

#### SECTION 5 ANNUAL REPORTING AND MONITORING

1. GRANTOR shall submit to the COUNTY an annual written report, due no later than March 31st of each year, certifying:
  - a) The status of all eighteen (18) units (occupied by qualifying homebuyer, vacant and available for sale, in transition, or other status);

- b) That all units remain subject to 99-year ground leases with affordability restrictions;
  - c) The names of all current homebuyers and verification that each is an income-qualified household at 80% or less of Area Median Income;
  - d) That all units continue to be occupied as primary residences;
  - e) Any units sold or transferred during the preceding year, with verification that purchasers are income-qualified households; and
  - f) Such other information as the COUNTY may reasonably request.
2. The COUNTY shall have the right to inspect and audit GRANTOR's records related to the units, including ground leases, income verification documents, and resale records. GRANTOR shall provide copies of requested records within fifteen (15) business days of written request.
  3. The COUNTY shall have the right to conduct on-site inspections of the units to verify occupancy and compliance with affordability requirements upon reasonable advance notice to GRANTOR.

SECTION 6  
MISCELLANEOUS

1. Severability. The invalidity of any clause, part, or provision of this COVENANT shall not affect the validity of the remaining portions thereof.
2. Notices. Any Notice shall be in writing and shall be given by depositing the same in the United States mail, postage paid and registered or certified, and addressed to the party to be notified, with return-receipt requested, or by delivering the same in person to an officer or principal of such party. Notice to the parties shall be mailed or delivered to the addresses below.

GRANTOR: Kulshan Community Land Trust  
Rose Lathrop, Executive Director  
1303 Commercial Street, Suite 6  
Bellingham, WA 98225  
Email: rose@kulshanclt.org

COUNTY: Whatcom County Executive's Office  
Jake Logan, Administrative Services Coordinator  
311 Grand Avenue, Suite 105  
Bellingham, WA 98225  
Email: JLogan@co.whatcom.wa.us

Notices deposited in the mail in the manner hereinabove described shall be effective upon mailing.

3. Governing Law. This COVENANT shall be governed by the laws of the State of Washington and, where applicable, the laws of the United States of America.
4. Approved as to Form. This COVENANT has been reviewed and approved as to form by Whatcom County's legal counsel.

5. [signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Covenant to be signed by its duly authorized representative, as of the day and year first above written.

GRANTOR:

Kulshan Community Land Trust, a Washington nonprofit corporation

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

Name: Rose Lathrop

Title: Executive Director

STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Rose Lathrop is the person who appeared before me and acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of Kulshan Community Land Trust, a Washington nonprofit corporation, to be the free and voluntary act of such non-profit organization on behalf of such organization for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

(Seal or Stamp)

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the State of Washington

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, Grantee has caused this Covenant to be signed by its duly authorized representative, as of the day and year first above written.

GRANTEE:

WHATCOM COUNTY, a Municipal Corporation

By: \_\_\_\_\_  
Satpal Singh Sidhu  
Whatcom County Executive

STATE OF WASHINGTON)  
) ss.  
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Satpal Singh Sidhu is the person who appeared before me and acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive of Whatcom County, a municipal corporation, to be the free and voluntary act of such municipal corporation on behalf of such corporation for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

(Seal or Stamp)

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the State of Washington

My Commission Expires: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Janelle C. Wilson, Senior Deputy II/Lead

Expires: \_\_\_\_\_