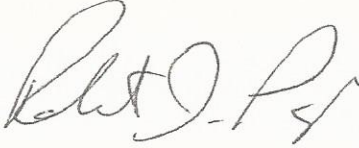


August 28, 2015

Jeff Crovitz, PE, Director

MEMORANDUM

TO: Darcy Goulart, Planner III

FROM: Robert J. Pachinger, Deputy Director 

SUBJECT: 2015-048 Planned Development for Mark Twain Healthcare District
 APNs 073-049-002, 003, 004, 005, 006 and 073-047-001

BACKGROUND

The applicant is requesting approval of a Planned Development (PD) application for a two phase development described as the following: Phase I is a two story, 15,416 sq. ft. outpatient family medical clinic which would house family medical and women's services, imaging, physical therapy, conference rooms and space for future use. This phase includes the required parking and landscaping to support the development of Phase I. Phase II includes approximately 74,000 sq. ft. of space for future retail, eating establishments and a possible hotel site. When developed, the required parking and landscaping would also be installed to support the businesses associated with this phase. The project site is located on the southwest corner of Hwy 26 and Vista Del Lago West.

DISCUSSION

In reviewing the information provided and information associated with the previous map approval, Public Works considered the following issues:

1. Per County Code Section 12.02.040, driveways serve one parcel. As shown on the proposed site plan, the applicant intends to provide a 30-foot wide shared access road to serve the lots. A 20-foot drive serves the area next to Vista Del Lago West. However, the Commercial Road Template (County Code Section 12.02.390, Template L) consists of two 12-foot travel lanes, 8-foot parking lanes, and 7.5-foot wide sidewalks in a 60-foot right of way. Modification request consistent with County Code Section 12.02.380 may be submitted for consideration.
2. The traffic impact analysis submitted for the project was a draft study for the courtyard. No traffic study has been submitted to evaluate the impacts for the Mark Twain proposal. A traffic study is required to evaluate whether there are project specific impacts to the road, in the immediate vicinity.
3. Per County Code Section 12.02.260.4, the applicant shall obtain an encroachment permit from the state and satisfy State requirements.
4. A Grading Permit is required for any grading work on the site. As there are wetlands noted on the site, evidence of appropriate permits from Army Corps of Engineers and Fish and Game is required prior to issuance of grading permit.



5. Consistent with the Grading, Drainage, and Erosion control manual, the applicant must show evidence of ongoing maintenance of Best Management Practices.
6. Developers of the parcels will be required to pay the Valley Springs Benefit Basin Fee, Road Impact Mitigation Fee, and any newly established benefit basin fee required by this project prior to obtaining building permits.

PROPOSED REGULATORY COMPLIANCE

The proposed conditions are subject to revision pending the information in the updated traffic study.

- A. The applicant shall meet all applicable requirements of the County Road Ordinance (Chapter 12.02), the Encroachment Ordinance (Chapter 12.08), the Storm Water Quality Ordinance (Chapter 13.01), the Grading and Drainage Ordinance (Chapter 15.05), and the requirements of other agencies having jurisdiction, including without limitation the following:
 1. Applicant shall improve the road based on the following design criteria:
 - a. Improve the road to Commercial Road, Template L standards, two 12-foot travel lanes and 7.5-foot sidewalks within a minimum 60-foot right-of-way from State Route 26 to the turnaround at the end of the roadway. As the roadway is intended to serve an internal parking lot, the 8-foot parking lanes included in the standard template are not necessary.
 - b. The structural section shall be minimum 4" Class 2 A.B.
 - c. Maximum grade of road shall not exceed 12 percent slope.
 - d. Improve a minor collector road approach for the encroachments onto State Route 26 or a Caltrans-approved approach.
 - (1) Caltrans encroachment permit is required for any work within the State right of way.
 - e. Improve sidewalk along the entire frontage of the property on State Route 26. Sidewalks shall be ADA compliant.
 - (1) Caltrans encroachment permit is required for any work within the State right of way.
- B. Improvement plans must be submitted to and approved by Public Works prior to the beginning of construction or filing of the Parcel Map for each phase, whichever comes first. Improvement plans must include but are not limited to the following:
 1. Road improvement details including plan, profile, cross sections, and signature and stamp of the responsible registered civil engineer in charge.
 2. A grading plan showing existing and proposed contours.
 3. Location of existing and proposed utilities.
 4. Signage as needed, including a road name sign and traffic control signs.
 5. Drainage plans signed by a registered civil engineer including hydrology/ hydraulics analysis in support of design and analysis of pre and post project condition to verify that

- downstream drainage appurtenances can handle the flows. All incremental increases in peak flows from the development must be detained onsite.
6. Erosion control plan showing application of project specific Best Management Practices for Stormwater Pollution Prevention.
 7. The removal/re-location of all fences from within the road rights-of-way.
 8. Location of all wetland areas and areas of inundation by the 100-year storm event, if any.
 9. Soils/geotechnical report in support of design.
 10. The developer is required to apply for all necessary approval or permits including permits from Fish and Game, Regional Water Quality Control Board, and Army Corps of Engineers. The Waste Discharge ID Number shall be placed on the plans as evidence that the developer has complied with the State Storm Water Regulations for construction activity. Permits from other agencies shall be submitted to the County along with the improvement plans.
 11. Prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) as required and obtain a State Water Resources Control Board National Pollutant Discharge Elimination System (NPDES) permit for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (General Permit No. CAS000002).
 12. Implement Best Management Practices (BMPs) to manage storm water quality during project operations and post-construction. Identified BMPs shall be compliant with General Permit No. CAS000002 requirements, and may consist of, but would not be limited to: measures to detain storm water on the project site; measures to attenuate the concentration time of storm water; measures to attenuate peak flows at the boundary of the project; measures to prevent contamination of storm water within the project; measures to actively treat storm water; and measures to passively treat storm water.
 13. Comply with all applicable provisions of the Calaveras County's Grading, Drainage, and Erosion Control Manual.
- C. *The following items are to be submitted to the Public Works Department prior to Certificate of Occupancy:*
1. Evidence of a mechanism to assure post-construction maintenance of the storm water detention/treatment system.
 2. Per County Code Section 12.02.260.4, the applicant shall provide evidence of an encroachment permit from the state and satisfaction with State requirements.

RJP/blj

Ct ROW Entry Permit Contract

DEPARTMENT OF TRANSPORTATION

DIVISION OF RIGHT OF WAY

5156 N. BLACKSTONE AVENUE

FRESNO, CA 93710

PHONE: (559) 243-8510 / FAX: (559) 243-8520

INTERNET ADDRESS <http://www.dot.ca.gov/hq/row/>



Flex your power!
Be energy efficient!

February 7, 2003

10-CAL-26 KP 7.1/8.3

Parcel 15010

E.A.: 498409

Valley Springs Parkway Partners 24, LLC
2003 Opportunity Drive, Suite 4
Roseville, CA 95678

Dear Property Owner(s):

Enclosed for your files is a copy of the approved Right of Way Contract between you and the State of California covering conveyance of property for State highway construction purposes.

Thank you for your cooperation.

Sincerely yours,

A handwritten signature in cursive script that reads "Craig Hansen".

Craig Hansen
Project Delivery Team
Right of Way

CH/arc

Enclosure

RIGHT OF WAY CONTRACT - STATE HIGHWAY

RW 8-3 (12/94)

Valley Springs, Ca.

January 22, 2003

DIST.	COUNTY	ROUTE	P.M.	R/W E. A.
10	CAL	26	7.1/8.3	498402

VALLEY SPRINGS PARKWAY PARTNERS 24, LLC

Grantor

Document No. 15010 in the form of a Grant Deed and covering the property particularly described in the above instruments has been executed and delivered to Craig L. Hansen, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires a portion of said property described in Document No. 15010 for the reconstruction of State Route 26 and Silver Rapids Road, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire Parcel 15010.

Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

2. The State shall:

- (A) Pay the undersigned grantor(s) the sum of \$12,300.00 for the property or interest conveyed by the above document(s) when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closed, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. Any or all monies payable under this contract, up to and including the total amount of unpaid principal and interest demanded on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall, upon demand(s), be made payable to the mortgagee(s) or beneficiary(ies) entitled hereunder; said mortgagee(s) or beneficiary(ies) to furnish grantor(s) with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
4. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned grantors covenant and agree to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The grantors' obligation herein to indemnify the State shall not exceed the amount paid to the grantors under this obligation.
5. Until such time until close of escrow, the grantors shall have the use and enjoyment of its surface in the same manner as now used, except that in no event shall any advertising sign of any nature whatsoever be placed upon or allowed to remain on the property. Grantors agree to keep the premises in a neat and clean condition.

The grantors agree that no improvements, other than those already on the property, shall be placed thereof, and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at grantors' risk and without expectation of payment if removed by the State.

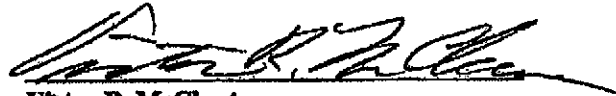
We understand and agree that after close of escrow said facilities will be Caltrans responsibility for its maintenance, repair or removal.


6. Grantors shall obtain from any parties holding an interest or a leasehold interest in the property, a Quitclaim Deed for the land described in the above deeds and the grantors agree to hold the State harmless and reimburse the State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantors.
7. It is understood and agreed that all utility services affected by the State's proposed construction which are not compensated for under the amount provided for in Clause Number 2(A) above, and specifically designated as having been provided for by the terms of this contract, shall be reconnected by the State or its contractor at no expense to the grantors. Permission is hereby granted the State or its authorized agent to enter upon the grantors' land, where necessary, for purposes of effecting any required utility service reconnection.


8. The undersigned grantors hereby agree and consent to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive any and all claims to any money that may now be on deposit in said action.
9. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on April 1, 2003, or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2(A) herein includes, but is not limited to; full payment for such possession and use, including damages, if any, from said date. The total sum in Clause 2 (A) also includes the pumping fee left out of the septic reconstruction bid and any temporary moving expenses caused by the lack of services to the subject property caused by the reconstruction and relocation of said services.
10. Grantors warrant that there are no oral or written leases on all or any portion of the property period of one (1) month, and the grantors agree to hold the State harmless and reimburse the State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantors for a period exceeding one (1) month.
11. Escrow shall be handled through Calaveras Title Company, P.O. Box 1148, San Andreas, Ca. 95249, Order #78285-JG, escrow manager Daryl Millsaps, telephone (209) 754-3533.
- ★ 12. Grantors and its successors and assigns, shall have reserved a full commercial encroachment without restriction on east and west movement onto State Route 26, location approximate to Engineering Station 134+50. Construction of said commercial encroachment will be at grantors expense, including a turn pocket if required. All criteria must meet Department of Transportation requirements and permit approval.
13. State is responsible for restoring driveway access at approximately Engineering Station 133+10. Grantors or its successor shall have the option of said restoration work and receiving the contract construction work of \$21,000.00. Said option shall expire on June 2, 2003. Grantors and its successors and assigns shall have reserved a full commercial encroachment at said location. Construction of said commercial encroachment will be at grantors expense and will meet with Department of Transportation requirements and permit approval. Should the State restore the existing driveway to like-kind, grantor and its successor and assigns shall allow the State to enter upon said land to perform such work.

*Wave
already
submitted
to
DOT
for
approval
11/11/02*

WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.



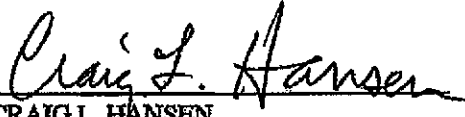
Victor R. McClure


John R. Stout Jr.


William A. Holtz
Grantors


RECOMMENDED FOR APPROVAL:

STATE OF CALIFORNIA

By: 

CRAIG L. HANSEN
Associate Right of Way Agent SR/WA

DEPARTMENT OF TRANSPORTATION

By: 

DENNIS MILLER
Project Delivery Chief
Right of Way

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.



LETTER OF CONDITIONS

September 28, 2015

MR DAYMON DOSS
CHIEF EXECUTIVE OFFICER
MARK TWAIN HEALTH CARE DISTRICT
768 MOUNTAIN RANCH ROAD
SAN ANDREAS CA 95249

Dear Mr. Doss:

Subject: Application for USDA Rural Development's Community Facilities Program to Construct a New Clinic in Valley Springs, CA

This letter, with attachments, establishes conditions that must be understood and agreed to by the applicant before further consideration may be given to their application. Any changes in project cost, source of funds, scope of services or any other significant change in the project or applicant must be reported to and approved by USDA Rural Development by written amendment to this letter. Any change not approved by USDA Rural Development will be cause for discontinuing processing of the application.

This letter is not to be considered as loan approval or as representation to the availability of funds. The application can be processed on the basis of a USDA Rural Development loan not to exceed \$6,782,000. Funds for this project are provided by the Rural Housing Service (RHS). Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," and Form RD 1940-1, "Request for Obligation of Funds," within the next ten (10) days, if you desire that we give further consideration to your application. The execution of these and all other documents required by USDA Rural Development must be authorized by appropriate resolutions of the applicant's governing body.

The loan will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is mailed by USDA Rural Development. This is also the date that the interest rate is established. The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, whichever is less, unless you choose otherwise.

The loan will be repayable over a period not to exceed 30 years from the date of loan closing at the market interest rate. The first combined principal and/or interest payment will be due one (1) year following loan closing.

Rural Development • Merced Office
2926 G Street, Suite 100 • Merced, CA 95340-2110
Voice (209) 722-4119 • (209) 538-3783 • Fax (209) 722-0974 • TDD: (530) 792-5848

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Based on Standard Form 424, "Application for Federal Assistance," the project cost and funding will be as follows:

a. Project Costs:

Administrative and legal expenses	\$ 547,500
Financing costs, cost of issuance, cap int.	410,846
Land acquisition	890,000
Furniture fixtures and equipment allowance	700,000
Structured Cabling / IT allowance	500,000
Architect/Engineer fees	348,313
3 rd party project management	45,000
Construction cost	4,692,543
Contingency	<u>808,944</u>
TOTAL:	\$8,943,146

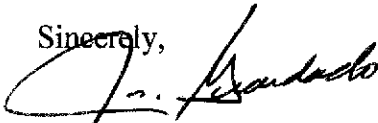
b. Source of Funds:

Mark Twain Health Care District	\$ 961,146
Mark Twain Medical Center	1,200,000
Community Facilities Loan	<u>6,782,000</u>
TOTAL:	\$8,943,146

Section I of the attached conditions (Items 1—15) will be satisfied prior to interim loan closing or before construction begins, whichever occurs first, in either case not later than one (1) year from the date of this letter. **In the event the project has not advanced to the point of construction within one (1) year, USDA Rural Development reserves the right to discontinue the processing of the application.**

If you have any questions, feel free to contact this office.

Sincerely,



JOSÉ E. GUARDADO
AREA SPECIALIST

cc: Anita Lopez, Community Programs Director, USDA Rural Development, Davis, CA
Pete Yribarren, Community Programs Specialist, USDA Rural Development, Santa Maria, CA
USDA Office of the General Counsel, San Francisco, CA
Brian D. Quint, Quint & Thimmig LLP, Bond Counsel, 900 Larkspur Landing Circle, Suite 270 Larkspur, CA 94939-1726
Gary L. Hicks, President G.L. Hicks Financial, LLC 5033 Riverpark Way Provo, Utah 84604

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ()			
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 04-005-*****7677		LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME Mark Twain Health Care District		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME California	
		5. COUNTY NAME Calaveras	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - ASIAN 4 - HISPANIC 5 - API	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN, MALE OWNED 5 - ORGAN, FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT 2 (See FMI)	15. TYPE OF PAYMENT 2 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 2 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000	18. USE OF FUNDS CODE (See FMI)		
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 075 (See FMI)	20. PURPOSE CODE I	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN \$6,782,000.00	25. AMOUNT OF GRANT	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 3.6250 %	29. REPAYMENT TERMS 30
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Letter of Conditions to be met before loan funds are used or construction is started. Interim loan financing during construction will be required. Lease Agreement and Management Agreement completed per RD Instruction 1942-A Guide 24 to be reviewed and accepted by USDA Rural Development.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. X YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date Sept 28, 20 15

Dayton R. Doss

(Signature of Applicant)

Date _____, 20 _____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: _____

Date Approved: _____ Title: _____

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

LETTER OF INTENT TO MEET CONDITIONS

Date 09-28-2015

TO: United States Department of Agriculture

RURAL DEVELOPMENT

(Name of USDA Agency)

3800 Cornucopia Way, Suite E
Modesto, CA 95358

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 09-28-2015 . It is our intent to meet all of them not later than 09-28-2016 .

Mark Twain Health Care District

(Name of Association)

BY Daymon Doss
Daymon Doss, Chief Executive Officer

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.



Mark Twain Health Care District

Resolution No. 2015-5

A RESOLUTION AUTHORIZING APPLICATION REPRESENTATIVE

BE IT RESOLVED, by the Mark Twain Health Care District (MTHCD) that the Executive Director is hereby authorized and approved to sign the County of Calaveras Indemnification Agreement.

BE IT RESOLVED by the MTHCD that they understand the obligation of applicant to defend, indemnify, and hold harmless arises only if the county notifies Applicant of any claim, action, or proceeding within a reasonable time after the County knows of the claim, action, or proceeding.

BE IT RESOLVED, by the MTHCD that they understand Applicant shall not be required to pay or perform any settlement unless the settlement is approved in advance by the Applicant. The County must approve any settlement affecting the rights and obligations of the County.

CERTIFICATION

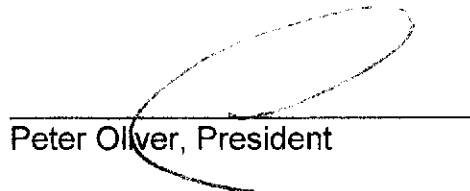
The forgoing resolution was duly approved and adopted by the Board of Directors of the Mark Twain Health Care District (MTHCD) at a regular meeting on the 26th day of August 2015 by the following vote:

AYES: Dr. Peter Oliver, Lin Reed, Ken McInturf, Dr. Randy Smart, Ann Radford

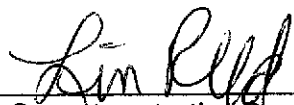
NOES: -0-

ABSENT: -0-

ABSTAIN: -0-


Peter Oliver, President

Attest:



Lin Reed, Secretary to the Board of Directors

Mark Twain HealthCare District Mission Statement

“Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides high quality, professional and compassionate health care”.



Mark Twain Health Care District

P.O. Box 668
San Andreas, CA 95249
(209) 754-4468 Telephone
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REVISED RESOLUTION NO. 2015 – 6

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARK TWAIN HEALTH CARE DISTRICT

APPROVING THE ACQUISITION OF REAL PROPERTY IN VALLEY SPRINGS, CALIFORNIA

WHEREAS, in 2014 the Mark Twain Health Care District (“District”) began discussion with Mr. Marvin Stark regarding the purchase of real property located in Valley Springs, California and more specifically described as 1934 South State Highway 26 (Calaveras County APN 073-049-002, 003, 004, 005, and 006 and APN 073-047-001) (“the Property”) for purposes of constructing a medical clinical facility; and

WHEREAS, on May 19, 2015 the District entered into a purchase agreement for the Property which purchase agreement provided for a period of 90 days in which to close escrow and, which purchase agreement was renewed on August 5, 2015 for an additional 90 days in which to close escrow; and

WHEREAS, the District has entered into the Planning-Permit Review Process with the County of Calaveras and has received preliminary supportive reports from all the appropriate departments within the County of Calaveras indicating that a medical clinic may be constructed on the Property; and

WHEREAS, the District has submitted an application for a construction loan to the United States Department of Agriculture (“USDA”) Rural Development Community Facilities Program to Construct a new medical clinic on the Property and on September 28, 2015 received a letter from the USDA approving the loan subject to conditions; and

WHEREAS, the District has had multiple communications with the California Department of Transportation (CalTrans) and the County of Calaveras regarding appropriate traffic studies necessary to receive formal approvals and permits to construct the medical clinic on the Property and the District has entered into contracts with third persons to conclude those studies; and

WHEREAS, the District has participated in a public planning and review process conducted in Valley Springs that demonstrates the need for expanded health services in Valley Springs and the District finds that the proposed medical clinic to be constructed on the Property will serve unmet medical needs and be of significant benefit to the community in Western Calaveras County and is therefore in the best interests of the residents of the District.,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Mark Twain Healthcare District, that it does hereby approve the purchase the Property, directs the Executive Director to complete the escrow process and acquire title to the Property, and authorizes the Executive Director to execute such documents on behalf of the District as are required to accomplish such purchase.

AND, BE IT FURTHER RESOLVED, that the Executive Director is directed to continue the appropriate processes to finalize the USDA loan and obtain land use approvals or other permits from CalTrans and the County of Calaveras allowing the construction of a medical clinical facility on the Property.

PASSED AND ADOPTED at a special meeting of the Board of Directors of the Mark Twain Health Care District held on the 14th day of October, 2015, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Peter Oliver, MD, President, Board of Directors

ATTEST:

Lin Reed, Secretary to the Board of Directors

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