

City of Arvada

Housing Authority Agenda

DECEMBER 18, 2023
SPECIAL MEETING

Councilmembers:

Lauren Simpson, Mayor
Randy Moorman, Mayor Pro-Tem
Lisa Feret, At large
Sharon Davis, At large
Shawna Ambrose, District 2
Bob Fifer, District 4
John Marriott, District 3

Staff Members Usually Present:

Lorie Gillis, City Manager
Linda Haley, Deputy City Manager
Don Wick, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, Director of Public Works
Sharon Israel, Director of Utilities
Jessica Garner, Director of Community & Econ. Dev.
Bryan Archer, Director of Finance
Gabriella Bommer, Director of Human Resources
Rachael Kuroiwa, Director of Communications & Engagement
Kristen Rush, City Clerk

Info: 720-898-7550

CITY COUNCIL CHAMBERS

6:00 PM

- I. Call to Order - 6:00 PM
- II. Roll Call
- III. Reading and Approval of Minutes of Regular Meeting
 1. August 7, 2023 Housing Authority Meeting
- IV. Public Comment
- V. Reports of Secretary
- VI. Reports of Committees
- VII. Unfinished Business
- VIII. New Business
 1. R-HA-23-06, A Resolution Authorizing the Arvada Housing Authority to Enter Into a Special Limited Partnership Agreement and a Housing Assistance Payments Contract for the Legacy Senior Residences Development
 2. R-HA-23-07, A Resolution Authorizing the Arvada Housing Authority to Loan Legacy-Arvada Partners, LP \$840,000.00 to Assist in Financing a Senior Affordable Housing Development to be Known as Legacy Senior Residences.
- IX. Adjourn

SUMMARY OF THE MINUTES OF THE REGULAR MEETING OF THE ARVADA HOUSING AUTHORITY HELD AUGUST 7, 2023

I. CALL TO ORDER - by Chairman Williams at 6:15 p.m.

II. ROLL CALL OF MEMBERS

Those present: Chairman Williams, Chairman Pro Tem Jones, Commissioner Lisa Feret, Commissioner Bob Fifer, Commissioner John Marriott, Commissioner Randy Moorman

Commissioner Fifer moved to excuse Commissioner Simpson from the meeting.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Feret, Fifer, Marriott, Moorman

Those Absent: Simpson

The motion was Approved.

Also present: Lorie Gillis, City Manager; Linda Haley, Deputy City Manager; Don Wick, Deputy City Manager; Rachel Morris, City Attorney; Carrie Espinoza, Housing and Homelessness Program Manager; and Rachael Kuroiwa, Director of Communications & Engagement

III. APPROVAL OF MINUTES – July 10, 2023

The minutes stand approved.

IV. PUBLIC COMMENT – none

V. REPORTS OF THE SECRETARY - none

VI. REPORTS OF COMMITTEES – none

VII. UNFINISHED BUSINESS – none

VIII. NEW BUSINESS

1. R-HA-23-04, A Resolution Authorizing the Arvada Housing Authority to Execute a Third Amendment and Enter into an Addendum to the First Amended and Restated Agreement of Limited Partnership of Willow Green LLLP and Authorizing the Corresponding Execution of Tax Exemption Certifications

Kylie Justus, Assistant City Attorney, reviewed this resolution with the Authority.

Commissioner Feret moved that R-HA-23-04, A Resolution Authorizing the Arvada Housing Authority to Execute a Third Amendment and Enter into an Addendum to the First Amended and Restated Agreement of Limited Partnership of Willow Green LLLP and Authorizing the Corresponding Execution of Tax Exemption Certifications, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Feret, Fifer, Marriott, Moorman

Those Absent: Simpson

The motion was Approved.

2. R-HA-23-05, A Resolution Authorizing the Arvada Housing Authority to Enter into an Addendum to the Third Amended and Restated Operating Agreement of Sheridan Ridge Townhomes, LLC and Authorizing the Corresponding Execution of Tax Exemption Certifications

Kylie Justus, Assistant City Attorney, reviewed this resolution with the Authority.

Commissioner Feret moved that R-HA-23-05, A Resolution Authorizing the Arvada Housing Authority to Enter into an Addendum to the Third Amended and Restated Operating Agreement of Sheridan Ridge Townhomes, LLC and Authorizing the Corresponding Execution of Tax Exemption Certifications, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Feret, Fifer, Marriott, Moorman

Those Absent: Simpson

The motion was Approved.

IX. ADJOURN at 6:20 p.m.

Lauren Simpson, Chairperson

Carrie Espinosa, Secretary, Housing Authority



REPORT TO HOUSING AUTHORITY

AGENDA ITEM
VIII.1.

TO: THE HONORABLE CITY COUNCIL

DATE: December 18, 2023

SUBJECT: R-HA-23-06, A Resolution Authorizing the Arvada Housing Authority to Enter Into a Special Limited Partnership Agreement and a Housing Assistance Payments Contract for the Legacy Senior Residences Development

Report in Brief

Presenter: Carrie Espinosa

The Legacy Senior Residences development will provide 72 units of affordable senior housing at 5353 W. 63rd Avenue, Arvada, Colorado 80003. The Arvada Housing Authority committed to becoming a Special Limited Partner as well as providing eight project based vouchers for the project. The owner of the project Legacy-Arvada Partners, LP is scheduled to close on its loan in December 2023. A Special Limited Partnership Agreement and an Agreement to Enter into Housing Assistance Payments must be executed prior to closing.

The Arvada team recommends approval of R-HA-23-06, A Resolution Authorizing the Arvada Housing Authority to Enter Into a Special Limited Partnership Agreement and a Housing Assistance Payments Contract for the Legacy Senior Residences Development.

Financial Impact

The eight project-based vouchers will total approximately \$110,000 in housing assistance payments. The Arvada Housing Authority Housing Choice Voucher Program budget will be the source of payment.

Background

Legacy Senior Residences is a tax credit approved affordable housing development that will provide 72 units of affordable senior housing located at 5353 W. 63rd Avenue, Arvada, Colorado 80003. As part of the low-income housing tax credit (LIHTC) application, the Arvada Housing Authority committed to become a Special Limited Partner for the purposes of providing a property and sales tax exemption to the project. The Arvada Housing Authority also committed eight Housing Choice Vouchers to this site with a preference that the vouchers be used for seniors experiencing homelessness. Services for these vouchers will be provided by the Arvada homeless and housing navigators.

Legacy Senior Residences will provide affordable housing for the community as follows:

1. The Authority will provide 8 housing choice vouchers; therefore, as long as the vouchers are awarded, no less than 8 of the units at the Property shall be restricted to households not exceeding the 30% of area median income ("AMI") as established by the U.S. Department of Housing and Urban Development ("HUD");
2. All units will be restricted to *senior* (as defined by HUD) tenants;
3. 1 one-bedroom and 3 two-bedroom units shall be restricted to tenants at 50% or less AMI;
4. 33 one-bedroom and 27 two-bedroom units shall be restricted to tenants at less 60% or less AMI.

Legacy-Arvada Partners, LP is scheduled to close on the loan for this project in December 2023. A Special Limited Partnership Agreement and An Agreement to Enter into Housing Assistance Payments must be executed prior to closing.

Discussion

The 2020 City of Arvada Housing Needs Assessment identified the following top three housing needs:

- Additional affordable rentals (or rental assistance) specifically for residents earning less than \$35,000
- Starter homes and family homes priced near or below \$300,000
- Increased diversity in housing stock with a focus on "missing middle" ownership options and product types attractive to aging seniors

Legacy Senior Residences will provide 72 units of much-needed affordable housing in Arvada and address the needs found in the Arvada Housing Needs Assessment.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the following City Council Strategic Result- Improves access to quality housing that is affordable to a broad range of income levels and provides resources, housing, and neighborhood assistance services to Arvada residents, neighborhoods, property owners and stakeholders.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R-HA-23-06, A Resolution Authorizing the Arvada Housing Authority to Enter Into a Special Limited Partnership Agreement and a Housing Assistance Payments Contract for the Legacy Senior Residences Development.

Suggested Motion:

I move that R-HA-23-06, A Resolution Authorizing the Arvada Housing Authority to Enter Into a Special Limited Partnership Agreement and a Housing Assistance Payments Contract for the Legacy Senior Residences Development, be (approved) (rejected).

Prepared by:
Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

SUBJECT: R-HA-23-06, A Resolution Authorizing the Arvada Housing Authority to Enter Into a Special Limited Partnership Agreement and a Housing Assistance Payments Contract for the Legacy Senior Residences Development

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ITEM: VIII.1.

Carrie Espinosa, Manager of Housing Preservation and Resources	11/28/2023
Jessica Garner, Director of Community and Economic Development	11/29/2023
Bryan Archer, Director of Finance	11/29/2023
Gail Walker, Legal Specialist-Contracts	11/30/2023
Kylie Justus, Assistant City Attorney	11/30/2023
Rachel Morris, City Attorney	12/4/2023
Linda Haley, Deputy City Manager	12/5/2023
Lorie Gillis, City Manager	12/6/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R-HA-23-06

A RESOLUTION AUTHORIZING THE ARVADA HOUSING AUTHORITY TO ENTER
INTO A SPECIAL LIMITED PARTNERSHIP AGREEMENT AND A HOUSING
ASSISTANCE PAYMENTS CONTRACT FOR THE LEGACY SENIOR
RESIDENCES DEVELOPMENT

WHEREAS, the Arvada Housing Authority (“the Authority”) seeks to increase affordable housing options in the Arvada community; and

WHEREAS, Legacy Senior Residences is an affordable senior housing development located at 5353 W. 63rd Avenue, Arvada, Colorado 80003 (the “Property”), which will provide 72 units of affordable housing to the community as follows:

- 1.1 The Authority will provide 8 housing choice vouchers; therefore, as long as the vouchers are awarded, no less than 8 of the units at the Property shall be restricted to households not exceeding the 30% of area median income (“AMI”) as established by the U.S. Department of Housing and Urban Development (“HUD”);
- 1.2 All units will be restricted to *senior* (as defined by HUD) tenants;
- 1.3 1 one-bedroom and 3 two-bedroom units shall be restricted to tenants at 50% or less AMI;
- 1.4 33 one-bedroom and 27 two-bedroom units shall be restricted to tenants at less 60% or less AMI.

WHEREAS, the Authority must enter into an Agreement for Housing Assistance Payments with Legacy-Partners Arvada, LP in order to provide the 8 vouchers; and

WHEREAS, the Authority wholly owns Arvada Housing Participation LLC, a limited liability company established by Arvada City Code 46-43(7), which allows the Authority to form business entities to partner with developers in affordable development projects; and

WHEREAS, the Authority has the opportunity to join Legacy-Arvada Partners, LP as a special limited partner holding .01% interest in the partnership and providing the development a property tax exemption under the terms and conditions provided in the special limited partnership agreement; and

WHEREAS, the Authority finds that it is beneficial to become a partner in Legacy-Arvada Partners, LP given the affordable housing units it provides to Arvada residents.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE ARVADA HOUSING AUTHORITY THAT:

Section 1. The Arvada Housing Authority hereby authorizes the Chairperson and Mayor, or Vice Chairperson and Mayor Pro Tem, to execute the Addendum to the Legacy-Arvada Partners, LP

Amended and Restated Agreement of Limited Partnership (to be included and incorporated in the Amended and Restated Agreement of Limited Partnership) and the Housing Assistance Payment Contract, which are in substantially the same form as attached hereto.

Section 2. This Resolution to be in full force and effect from and after its passage and approval.

APPROVED AND ADOPTED this 18th day of December, 2023.

Lauren Simpson, Chairperson

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

ADDENDUM TO LEGACY-ARVADA PARTNERS, LP
PARTNERSHIP AGREEMENT

This Addendum, dated as of _____, 2023 (the “Effective Date”), is executed in connection with the **Legacy-Arvada Partners, LP**, a Colorado limited liability limited partnership, dated as of _____, 2023 (the “Partnership Agreement”), and is by and among **Leg Arvada, LLC**, a Nebraska limited liability company (the “General Partner”), (the “Limited Partner”), **MCI Legacy Senior Residences, LLC**, an Indiana limited liability company, and **MPC CO Arvada PCFd, LLC**, a Georgia limited liability company (the “Investor Limited Partners”) and **ARVADA HOUSING PARTICIPATION LLC**, a Colorado limited liability company (“AHP” or the “Special Limited Partner”).

Recitals

WHEREAS, the Partnership has been formed to construct and operate a 72-unit senior Low Income Housing Tax Credit development (the “Project”), located on that certain real estate located at 5353 W 63rd Avenue, Arvada, Colorado, 80003 (the “Property”) and known as Legacy Senior Residences; and

WHEREAS, the Arvada Housing Authority, a body corporate and politic formed under the Colorado Housing Authority law (“AHA”), is the sole owner and sole member of the Special Limited Partner; and

WHEREAS, in order to support the Project and benefit low-income residents of the City of Arvada, the Special Limited Partner has agreed to be admitted as a Special Limited Partner in the Partnership in part to enable the Partnership to obtain exemptions from sales and use taxes during construction and from property taxes. These exemptions should reduce construction and operating costs for the Project.

Agreement

1. This Addendum shall be effective as of the date set forth above. This Addendum shall be a part of and incorporated into the Partnership Agreement. Capitalized terms used and not otherwise defined herein shall have the definitions given them in the Partnership Agreement.

2. Admission to Partnership; Capital Contribution; Legal and Other Expenses.

(a) The Special Limited Partner is hereby admitted into the Partnership as a limited partner with a 0.01% ownership interest in the income, profits, gains, losses, deductions, credits and distributions of the Partnership. The Partnership shall pay the Special Limited Partner an annual pro-rata share of .01% of remaining Cash Flow. The Partnership shall pay the Special Limited Partner a pro-rata share of distributions upon disposition equal to .01%.

(b) The Special Limited Partner shall make a Capital Contribution to the Partnership on the Effective Date in an amount not exceeding \$100.00. The Special Limited Partner shall have no further obligation of any kind or description to make Capital Contributions to the Partnership, to make any loans to the Partnership or to make any other payments to the Partnership.

3. Fees Payable to and Conditions of the Special Limited Partner.

(a) The Partnership shall pay the Special Limited Partner a Special Limited Partnership Fee of \$5,000.00 within 30 days of closing.

(b) The Partnership shall pay the Special Limited Partner \$10,000.00 for legal expenses and resources ("Legal Fees") incurred by the Special Limited Partner within 30 days of closing.

(c) The Partnership shall pay the Special Limited Partner an Asset Management Fee ("AM Fee") beginning with the year in which the Project is placed in service, in the amount of \$7,200.00 annually in that year and increasing thereafter at a rate of 3% per year, such fee to be prorated pursuant to the actual days remaining in the Year the Project is placed in service.

(d) The Partnership has agreed to advance the first 17 years of the AM Fee payments, the Special Limited Partnership Fee, and the Legal Fees through a one-time payment of \$125,000.00 due to the Special Limited Partner within 30 days of the execution of this Addendum (the "17 Year Prepayment"). The 17 Year Prepayment will be taken from the Developer Fee and will not be included as a Project Cost. The 17 Year Prepayment to the City of Arvada includes an advance payment of the AM Fee for 17 years, at a discount rate of 2%. This, plus the Special Limited Partnership Fee and Legal Fees yields a 27% reduction in Fees to the Special Limited Partner for the Pre-Payment Period (see AM Fee Payment Table attached and incorporated). In Loan Year 18 (year 2043), the AM Fee for each year shall resume and be payable by March 1st of the following year and shall be payable from Operating Expenses for the year in which the fee accrues pursuant to Section [XX] of the Partnership Agreement, and subject to the approval of the Investor Limited Partner. The AM Fee due in Loan Year 18 shall be in the amount of \$165.28 per unit and shall increase each Loan Year thereafter by 3%. At that time, the Parties may negotiate another prepayment period, the terms and availability of which would be at the sole discretion of the Arvada Housing Authority.

(e) If the Operating Expenses for any year are not sufficient to pay the AM Fee for that year in full, the unpaid amount shall accrue, and shall bear interest at 4% per month until paid. If the Partnership fails to pay the Asset Management Fee and accrued interest within 24 months of the date due, then the Partnership is in material breach of this Addendum and the Special Limited Partner may withdrawal from the Partnership per Section 8(b) of this Addendum.

(f) The Partnership understands and agrees that under no circumstances shall the 17 Year Prepayment be refundable including, but not limited to, early termination,

dissolution, restructuring, breach of contract, voluntary withdraw, or refinancing of the Partnership, General Partnership, Investor Partnership, or any affiliate thereof.

(g) In the event the Partnership restructures prior to December 31, 2042, the Special Limited Partner agrees to credit the Partnership \$7,353.00 per year or \$613.00 per month in each year or month remaining in the 17 Year Prepayment time-period; that credit will be applied toward any fees assessed against the Partnership and owed to the Special Limited Partner under the restructured operating agreement.

(h) In any year, to the extent the Partnership has Cash Flow remaining after all prior items payable from Cash Flow (including deferred development, any loans and subordinate debt and other fees) under Section [XX] of the Partnership Agreement, the Partnership shall pay the Special Limited Partner, as a "Project Monitoring Fee," an amount equal to fifteen percent (15%) of such remaining Cash Flow. The Partnership may pay the Project Monitoring Fee from any account it deems appropriate so long as the amount is equal to fifteen percent (15%) of the Cash Flow. The Partnership must give an annual report to the Special Limited Partner by March 1st of each year detailing the Partnership's Cash Flow for the previous year.

(i) Upon any sale, exchange or other disposition of the Apartment Complex (other than upon a purchase by the General Partner or any Affiliate of the General Partner, or upon a restructuring of the ownership of the Partnership, including a transfer by the Investor Limited Partner of its interest in the Partnership), the Partnership shall pay the Special Limited Partner a "Disposition Fee" equal to six percent (6%) of the Net Proceeds resulting from such sale, exchange or disposition. This fee will be paid prior to any distribution to the other Partners under Section [XX] of the Partnership Agreement, but after distribution of accrued fees, payment of all debt including outstanding operating advance loans.

(j) In the event the Partnership restructures or a new company, partnership, or business entity is created amongst the Parties, the Partnership agrees that the Special Limited Partner's standard terms and conditions, as they are written at that time, for admission as a Special Limited Partner shall apply to such amended, restructured, reformed, restated, or newly formed company, partnership, or other business entity.

(k) The Partnership understands and agrees that no discounts shall be applied to the Special Limited Partner's fees after December 31, 2042.

4. Rights and Duties of Special Limited Partner.

(a) Real Property Tax Exemption. The Special Limited Partner shall cooperate with the Partnership in the Partnership's request for an exemption from special assessments and real property tax provided under Colorado Revised Statutes §29-4-226 and §29-4-227. A copy of any materials submitted in connection with such request for exemption based on the participation of the Special Limited Partner shall be provided to the Special Limited Partner. The Special Limited Partner represents that AHA is the sole member and sole owner of the Special Limited Partner, and that AHA is a duly formed housing authority under

the Colorado Housing Authorities Law, but otherwise makes no representation or warranty concerning any such exemption and provides no other assurances regarding the current or continued availability of any such property tax exemption or the qualification of the Partnership or the Project for any such tax exemption. AHA will also sign a standard affidavit concerning its status for purposes of the tax exemption opinion and any other certifications necessary to consummate the transaction and contemplated tax exemption.

(b) Sales and Use Tax Exemption. The Special Limited Partner shall cooperate with the Partnership to enable the Partnership to qualify for an exemption from sales and use taxes under Colorado Revised Statutes §29-4-227 and §39-26-704(1.5) and Arvada City Code 98-70 and 98-78 (the “Sales Tax Exemption”). A copy of any materials that must be submitted in connection with a request for the Sales Tax Exemption based on the participation of the Special Limited Partner in the Partnership shall be provided to the Special Limited Partner. The Special Limited Partner represents that AHA is the sole owner and sole member of the Special Limited Partner, and that AHA is a duly formed housing authority under the Colorado Housing Authorities Law, and agrees to provide an affidavit or other certificate of the information related to the Sales Tax Exemption as contemplated by applicable regulations, but otherwise makes no representation or warranty concerning the Sales Tax Exemption and provides no other assurances regarding the current or continued availability of any such Sales Tax Exemption or the qualification of the Partnership or the Project for any such tax exemption. Any application for the Sales Tax Exemption based on the participation of the Special Limited Partner in the Partnership must receive the prior written consent of the Special Limited Partner. AHA will sign a standard affidavit concerning its status for purposes of the tax exemption opinion and any other certifications necessary to consummate the transaction and contemplated tax exemption.

(c) Tenant Referrals. The Special Limited Partner agrees to cause AHA to include the Apartment Complex in any list or other publication of local properties offering affordable rental units, shall refer prospective tenants to the Management Agent, and, upon written request from the Partnership, will also provide to the Management Agent waiting list information concerning potential tenants for the Project. Subject in all respects to the requirements of applicable HUD and CHFA rules and regulations, the Partnership commits to the review and consideration of qualified tenants from the waiting list provided by AHA. All prospective tenants shall be subject to the normal qualification and income verification processes used by the Management Agent.

5. Liability of Special Limited Partner and Partnership; Indemnification of Special Limited Partner. The Special Limited Partner and all of its past and present officers, directors, commissioners, managers, employees, partners, agents, shareholders, members, trustees, predecessors, successors, subrogees, and attorneys (collectively, the “SLP Parties”), shall incur no liability for, and the General Partner shall indemnify, defend and hold harmless the SLP Parties from and against, any claims, actions, costs or expenses arising from the Special Limited Partner’s acts or omissions in connection with the Partnership, the Project, or Partnership property, except that the SLP Parties shall not be indemnified by the Partnership or any of its Partners for any fraud, gross negligence, or willful misconduct on the part of any SLP Party. The General Partner shall indemnify and hold harmless each of the SLP Parties against any loss, liability, claim or damage

arising from or related to the acts, omissions or conduct of the Partnership or the Partnership property.

6. General Partner Changes; Required Consents.

(a) The consent of the Special Limited Partner, which consent shall not be unreasonably conditioned, delayed or withheld by the Special Limited Partner, shall be required for any amendment or modification to the Partnership Agreement that would (I) have a material adverse effect on the rights or obligations of the Special Limited Partner, as reasonably determined by the Special Limited Partner (Specifically excluding amendments concerning changes in the Investor Limited Partner interests), (II) materially change the purposes of the Partnership, (III) authorize the Project to be operated other than as an affordable housing project in compliance with Section 42 of the Internal Revenue Code, the Restrictive Covenant and the Partnership Agreement, or (IV) change the affordability restrictions for the Project in a manner that would permit units to be leased to tenants who are not low income tenants. If any of the actions described in this paragraph (a) are taken without the required consent of the Special Limited Partner, the Special Limited Partner may withdraw from the Partnership, or pursue any other remedy available in law or equity. Any requested consents will require 10 days' written notice to the Special Limited Partner, and if the Special Limited Partner fails to respond to such notice within 10 days, the Special Limited Partner will be deemed to have consented with such requested changes.

(b) The Special Limited Partner's written consent, which consent shall not be unreasonably withheld, delayed or conditioned, shall be required for the (i) transfer of control of the General Partner or a majority of the equity interests in the General Partner if such transferee is not an Affiliate of the General Partner or the Investor Limited Partner; (ii) the withdrawal of the General Partner from the Partnership (other than as provided in the Partnership Agreement); (iii) the admission of a successor General Partner following the voluntary withdrawal of the General Partner if such successor entity is not an Affiliate of the General Partner or the Investor Limited Partner. Any change in ownership or control of the project (other than replacement of the General Partner with an Affiliate of the General Partner or the Investor Limited Partner) will require 30 days' written notice to the Special Limited Partner, and if the Special Limited Partner fails to respond to such notice within 30 days, the Special Limited Partner will be deemed to have consented with such requested changes.

(c) Except for those consent rights of the Special Limited Partner specifically set forth in this Addendum, the Special Limited Partner will not have any voting, approval, or consent rights with respect to any other matters to be decided upon by the Partners. The Special Limited Partner shall not have the power or authority to bind the Partnership or to sign any agreement or document in the name of the Partnership.

(d) Notwithstanding anything to the contrary set forth in the Partnership Agreement, as amended hereby, the Special Limited Partner cannot (i) voluntarily withdraw from the Partnership except as permitted under Sections 6 and 8 of this Addendum or (ii) assign, pledge or otherwise transfer its Interest in the Partnership, in whole or in part, without the prior written consent of the General Partner and the Investor Limited Partner; provided, however, that in the case of an assignment or transfer by the Special Limited Partner of its Interest in the

Partnership to an entity that is wholly owned by the Special Limited Partner, the consent of the General Partner and the Investor Limited Partner shall not be unreasonably withheld, conditioned or delayed, provided it does not impact tax exemptions.

7. Closing Documents; Reports and Information.

(a) The General Partner shall deliver to the Special Limited Partner (i) a copy of the executed Partnership Agreement and all exhibits; and (ii) a copy of all closing documents within ninety (90) days after the execution of such documents. Upon written notice that documents have not been received by AHP, the General Partner will have 10 business days to cure. Failure to provide all documents within the defined timeframe and after such 10-business day cure period will result in a \$100 per month fee payable to the Special Limited Partner until documents are provided.

(b) The Special Limited Partner will receive copies of the standard operating, leasing, financial, and other reports that are provided to the Investor Partner in the same frequency as required by the Investor Partner. The Special Limited Partner will receive the annual audited financial statement of the Partnership. Upon written notice that documents have not been received by AHP, the General Partner will have 10 business days to cure. Failure to provide within the defined timeframe and after such 10-business day cure period will result in a \$100 per month fee payable to the Special Limited Partner unless the failure to provide is outside of the control of the Partnership. The General Partner shall deliver the information described in this Section 6(b) electronically to the e-mail address provided by the Special Limited Partner unless the Special Limited Partner requests delivery by a different method.

(c) The General Partner, and any successors and assigns, shall, upon request and with reasonable notice, permit the Special Limited Partner to inspect and examine (i) the common areas of the Property, (ii) the equipment, buildings and other facilities of the Project, and (iii) all documents relating to the Project. Any such inspection or examination shall be made during reasonable business hours, in the presence of an officer or agent of a General Partner.

8. Withdrawal Rights.

(a) The term of the Special Limited Partner's participation will continue as long as the property retains and complies with the affordability restrictions in place when the Special Limited Partner enters the Partnership. Any change in such affordability restrictions will require the Special Limited Partner's written agreement, which shall not be unreasonably withheld, conditioned, or delayed. The following are the affordability restriction for this Project:

- (i) The Authority has granted the Project 8 housing choice vouchers; therefore, no less than 8 of the units at the Property shall be restricted to households not exceeding the 30% of area median income ("AMI") as established by the U.S. Department of Housing and Urban Development ("HUD").
- (ii) All units will be restricted to senior (as defined by HUD) tenants.

- (iii) 4 one-bedroom and 4 two-bedroom units shall be restricted to tenants at 30% or less AMI.
- (iv) 1 one-bedroom and 3 two-bedroom units shall be restricted to tenants at 50% or less AMI.
- (v) 33 one-bedroom and 27 two-bedroom units shall be restricted to tenants at less 60% or less AMI.

Three (3) years following the end of the initial 15-year Compliance Period for the Project, and every three (3) years thereafter prior to the expiration of each Exemption Period (as defined below), the General Partner and the Special Limited Partner shall review the economic condition of the Project and the Partnership (based upon the affordability restrictions to which the Partnership is then subject, as well as other relevant factors) and shall work together in good faith to determine whether the tax exemptions are needed to maintain the financial viability of the Project as an affordable housing project serving households in accordance with the such restrictions (the “Financial Viability”) for an additional three year period (the “Exemption Period”). If the General Partner and the Special Limited Partner determine that the tax exemption is reasonably necessary to maintain the Financial Viability of the Project for such Exemption Period, the Special Limited Partner shall not withdraw from the Partnership. If the General Partner and the Special Limited Partner mutually agree that the ongoing property tax exemption is not reasonably necessary for the Project’s ongoing Financial Viability, then the Special Limited Partner shall have the option to withdraw from the Partnership during each such Exemption Period upon thirty (30) days’ written notice to the General Partner and Limited Partner. Upon withdrawal, the Partnership shall pay to the Special Limited Partner the balance in the Special Limited Partner’s Capital Account and all other amounts then owing to the Special Limited Partner. For the purposes of this Section 8(a), in the event the General Partner and Special Limited Partner do not mutually agree on the necessity of the tax exemption, Financial Viability shall mean that the Project would be able to maintain a minimum 1.5x debt service coverage ratio (or a greater ratio if required by the permanent lender) after (i) payment in full of all “must pay” debt service (including all subordinate debt, soft debt and loans to the partnership) and assuming the Project continues to be operating as affordable housing) and (ii) payment in full of applicable property taxes following the termination of the property tax exemption. This Section 8(a) is not intended to, and shall not be interpreted to, provide any rights to any third party other than the Partnership.

(b) In addition to the rights of the Special Limited Partner to withdraw from the Partnership under Sections 6 and 8(a)&(b) of this Addendum, the Special Limited Partner shall have the unconditional right to withdraw from the Partnership, in addition to any other remedy available in law or equity, upon the occurrence of any event described in clauses (i) or (ii) below and thirty (30) days’ written notice to the General Partner and Investor Limited Partner, unless any such event is cured within such thirty (30) day period, or such longer period reasonably acceptable to the Special Limited Partner as may be reasonably required to effect cure, if cure is commenced within such thirty (30) day period and diligently prosecuted thereafter upon any of the following: (i) a material breach by the Partnership or any Partner of any provisions of this Addendum or the Partnership Agreement that specifically benefits the Special Limited Partner, which breach is not cured within thirty (30) days following written notice thereof to the General Partner and Investor

Limited Partner, or longer as outlined above, if applicable; or (ii) an event of bankruptcy with respect to the Partnership.

(c) The General Partner shall have the option (subject to applicable consents of any applicable lender, the Investor Limited Partner, and the Colorado Housing and Finance Authority) to purchase the interest of the Special Limited Partner in the Partnership upon ten (10) days' written notice to the Special Limited Partner and the Investor Limited Partner, (i) at any time after a material violation of this Addendum or the Partnership Agreement by the Special Limited Partner which is not cured within thirty (30) days' after written notice to Special Limited Partner, unless any such event is cured within such thirty (30) day period, or such longer period acceptable to the Partners as may be reasonably required to effect cure, if cure is commenced within such thirty (30) day period and diligently prosecuted thereafter, (ii) the Special Limited Partner's or AHA's act of fraud, violation of law, bad faith, willful misconduct, gross negligence, or breach of fiduciary duty, or (iii) if at any time the Project does not qualify for an exemption from special assessments and real property taxes as provided in Section 4(a) of this Addendum. In such case, the purchase price to the General Partner of the partnership interest of the Special Limited Partner shall be equal to the Special Limited Partner's Capital Account balance at the time notice of the purchase is given plus any accrued but unpaid amounts otherwise payable to the Special Limited Partner under this Addendum. If the General Partner exercises its rights under this Section 8(c), the Special Limited Partner agrees to execute an amendment to the Partnership Agreement which is reasonably necessary to evidence the Special Limited Partner's withdrawal as a Partner, effective upon the date of such purchase; provided, that the Partnership will pay the reasonable legal fees, costs and expenses incurred by the Special Limited Partner in connection with any withdrawal pursuant to clause (iii), above, not to exceed \$5,000, other than upon the failure of the Special Limited Partner to satisfy its obligations under this Addendum.

(d) Upon the withdrawal by the Special Limited Partner from the Partnership in accordance with the provisions of this Sections 8, or the purchase of the interest of the Special Limited Partner as provided in Section 8(d) of this Addendum, the terms of this Addendum (other than Section 3(g) and 5 which shall continue to apply) shall cease to apply and no longer be in force or effect.

9. Right of First Offer. The Partnership grants a right of first offer ("ROFO") to the Special Limited Partner subject to the terms and conditions set forth below.

(a) Transactions Subject to ROFO. The ROFO shall apply to any sale of the Legacy Senior Residences by the Partnership (other than a sale by the Partnership to the General Partner or to any Affiliate of the General Partner), and, if Legacy Senior Residences is acquired by the General Partner or an Affiliate of the General Partner, to any subsequent sale by the General Partner or its Affiliate to an unrelated third party. The Partnership or the General Partner or Affiliate are referred to in this Section 9 as the "Selling Party." Notwithstanding the foregoing, the ROFO shall expire ten years after the end of the Compliance Period or any Extended Period.

(b) Operation of ROFO. If a Selling Party desires to sell the Legacy Senior Residences, the Selling Party shall give written notice to the Special Limited Partner (the "ROFO Notice"). The ROFO Notice must contain the proposed purchase price and other material terms of the proposed sale. The Special Limited Partner shall have ninety (90) days from the date on which

it receives the ROFO Notice to exercise its ROFO (the “ROFO Response Deadline”). If the Special Limited Partner decides to exercise its ROFO, the Special Limited Partner must respond by delivering to the General Partner a written and executed purchase and sale agreement for the proposed purchase price and with the materials terms from the ROFO Notice (the “ROFO Acceptance Submission”) on or before the ROFO Response Deadline. If the Special Limited Partner declines to exercise its ROFO or fails to deliver to the General Partner the ROFO Acceptance Submission on or before the ROFO Response Deadline, the Selling Party may sell the Property for an amount equal to or greater than the proposed purchase price at any time within one year of the ROFO Notice (and Special Limited Partner shall provide all necessary fully executed releases of this ROFO). Any sale for less than the proposed purchase price in the ROFO Notice will be null and void, unless the Special Limited Partner received a ROFO Notice with respect to the sale at the reduced price and is given the opportunity to exercise the ROFO in accordance with the terms of this Section 9(b).

10. Notices. The Special Limited Partner shall provide copies of any Notices it sends to the Partnership to the General Partner or Limited Partner at the addresses and in the manner set forth in the Partnership Agreement. The parties shall give all notices, consents, demands, waivers, or approvals related to this Addendum in writing delivered by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, or (iii) first-class certified mail, postage prepaid. A notice is deemed given on the other party’s receipt of it, or if mailed, on the earlier of the other party’s receipt of it and the third business day after its mailing. The parties may change their addresses for notice by notifying the other parties in the manner provided in this Section 10. The following is the address of the Special Limited Partner for notice purposes under this Agreement:

Special Limited Partner:

Arvada Housing Authority
8101 Ralston Road
Arvada, CO 80002
Attn: Housing Manager

With a copy to:
City of Arvada
8101 Ralston Road
Arvada, CO 80002
Attn: City Attorney

Notice to any other Partner shall be given in accordance with the notice requirements of the Partnership Agreement.

11. Conflicts. If any provision of this Addendum conflicts with any provision of the Partnership Agreement or any document, the provisions of this Addendum shall be controlling in all respects. Except as specifically amended hereby, all of the terms and the provisions of the Partnership Agreement remain in full force and effect, without modification. If not defined in this Addendum, all capitalized terms shall have the meanings ascribed to them in the Partnership Agreement.

12. Governing Law. This Addendum shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to principles of conflicts of laws. Venue shall be proper in Jefferson County, Colorado.

13. Binding Agreement. This Addendum shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

14. Headings. All headings in this Addendum are for convenience of reference only and are not intended to qualify the meaning of any provision of this Addendum.

15. Counterparts. This Addendum may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

[No further text on this page; signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed as of the date first written above.

GENERAL PARTNER:

Legacy-Arvada Partners, LP,
a Colorado limited liability limited partnership

By: Leg Arvada, LLC,
a Nebraska limited liability company, its general
partner

By: _____

Name: Bobbi Jo Lucas

Title: President of the Sole Member of the
General Partner

[Signatures continued on following pages.]

INVESTOR LIMITED PARTNER:

MCI Legacy Senior Residences, LLC,
an Indiana limited liability limited company

By: _____
Name: Joshua T. Reed
Title: Executive Vice President

[Signatures continued on following pages.]

INVESTOR LIMITED PARTNER:

MPC CO Arvada PCFd, LLC

a Georgia limited liability limited company

By: _____

Name:

Title:

[Signatures continued on following pages.]

SPECIAL LIMITED PARTNER:

ARVADA HOUSING PARTICIPATION LLC, a
Colorado limited liability company

By: Arvada Housing Authority, a Colorado body
corporate and politic organized and existing under
the Housing Authorities Law of the State of Colorado

By: _____

Name:

Title: Mayor of Arvada; Chairperson of AHA

ATTEST:

City Clerk

APPROVED AS TO FORM by
Rachel A. Morris, City Attorney

Tax Exemption Certification

Housing Authority Certification Regarding Sales and Use Tax Exemption

THIS HOUSING AUTHORITY CERTIFICATION REGARDING SALES AND USE TAX EXEMPTION (the “Certification”) is made by THE ARVADA HOUSING AUTHORITY OF ARVADA, COLORADO, a Colorado public body corporate and politic (“AHA”) as of _____, 20____.

WHEREAS, Legacy-Arvada Partners, LP (the “Partnership”) was formed for the purpose of acquiring, owning, developing, constructing, leasing, managing, operating, and, if appropriate or desirable, selling a multi-family residential project located at 5353 W 63rd Avenue, Arvada, Colorado 80003 known as Legacy Senior Residences (the “Project”);

WHEREAS, the Partnership is governed by its Legacy-Arvada Partners, LP dated as of the _____, 2023, and the Addendum thereto dated as of _____, 2023 (collectively, the “Partnership Agreement”);

WHEREAS, Arvada Housing Participation, LLC, a Colorado limited liability company (“AHP”) is the Special Limited Partner of the Partnership;

WHEREAS, AHP has a single member and that member is AHA; and

WHEREAS, AHP is cooperating with the Partnership in the Partnership’s pursuit of exemption from sales and use tax under Colorado Revised Statutes §39-26-704(1.5) and §29-4-227 (the “Sales Tax Exemption”).

NOW THEREFORE, AHA hereby certifies as to the following in connection with the Sales Tax Exemption for the Partnership:

1. AHA is the sole member of AHP. AHP is the Special Limited Partner of the Partnership and owns a .01% interest in the Partnership.
2. Consistent with the rules prescribed by the U.S. Department of Housing and Urban Development or the Colorado Housing and Finance Authority regarding such calculation, 100% of the square footage of the Project is intended to be occupied by persons of low-income. For the purposes of this Section 2, AHA has used the definition of “low-income” established by the U.S. Department of Housing and Urban Development or the Colorado Housing and Finance Authority.
3. The construction start date for the Project is anticipated to be December 1, 2023.
4. The anticipated construction completion date of the Project is expected to be March 1, 2026.
5. The effective date of AHP’s participation in the Partnership is as of the date hereof.

DATED AS OF _____, 2023.

THE ARVADA HOUSING AUTHORITY,
a Colorado public body, corporate and politic

By: _____

Name:

Title: Mayor of Arvada & Chairperson of AHA

ATTEST:

City Clerk

APPROVED AS TO FORM by
Rachel A. Morris, City Attorney

Tax Exemption Certification

Housing Authority Certification Regarding Property Tax Exemption

THIS HOUSING AUTHORITY CERTIFICATION REGARDING PROPERTY TAX EXEMPTION (the “Certification”) is made by THE ARVADA HOUSING AUTHORITY OF ARVADA, COLORADO, a Colorado public body corporate and politic (“AHA”) as of _____, 2023.

WHEREAS, Legacy-Arvada Partners, LP (the “Partnership”) was formed for the purpose of acquiring, owning, developing, constructing, leasing, managing, operating, and, if appropriate or desirable, selling a multi-family residential project located at 5353 W 63rd Avenue, Arvada, Colorado 80003 Arvada, Colorado known as Legacy Senior Residences (the “Project”);

WHEREAS, the Partnership is governed by its [name of Partnership Agreement] dated as of the date hereof, and the Addendum thereto dated as of the date hereof (collectively, the “Partnership Agreement”);

WHEREAS, Arvada Housing Participation LLC, a Colorado limited liability company (“AHP”) is the Special Limited Partner of the Partnership;

WHEREAS, AHP has a single member and that member is AHA; and

WHEREAS, AHP is cooperating with the Partnership in the Partnership’s pursuit of exemption from property tax under Colorado Revised Statutes §29-4-227 (the “Property Tax Exemption”).

NOW THEREFORE, AHA hereby certifies as to the following in connection with the Property Tax Exemption for the Partnership:

1. AHA is the sole member of AHP. AHP is the Special Limited Partner of the Partnership and owns a .01% interest in the Partnership.

2. Consistent with the rules prescribed by the U.S. Department of Housing and Urban Development or the Colorado Housing and Finance Authority regarding such calculation, 100% of the square footage of the Project is intended to be occupied by persons of low-income. For the purposes of this Section 2, AHA has used the definition of “low-income” established by the U.S. Department of Housing and Urban Development or the Colorado Housing and Finance Authority.

3. The effective date of AHP’s participation in the Partnership is as of the date hereof.

DATED AS OF _____, 2023.

THE ARVADA HOUSING AUTHORITY,
a Colorado public body, corporate and politic

By:_____

Name:

Title: Mayor of Arvada & Chairperson of AHA

ATTEST:

City Clerk

APPROVED AS TO FORM by
Rachel A. Morris, City Attorney

BREAKDOWN OF PREPAYMENT OF ASSET MANAGEMENT FEE	
Legacy Senior Residences	
Partnership Fee	\$5,000.00
Legal Fee	\$10,000.00
17 Year AM Fee	\$156,683.43
Total Projected	\$171,683.43
Negotiated Payment	\$125,000.00
One-Time Discount for Total Prepayment	27%

ASSET MANAGEMENT FEE CALCULATION

LEGACY SENIOR RESIDENCES

Partnership Fee	\$5,000
Legal Fees	\$10,000

AM FEES

Units	72
PUPA	\$100.00
Escl. Rate	3.00%
Base Rate	\$7,200

0	1	2	3
2025	2026	2027	2028
\$0.00	\$7,200.00	\$7,416.00	\$7,638.48

Discount rate	2.00%
---------------	-------

\$0.00	\$7,058.82	\$7,128.03	\$7,197.91
\$129,889			
<i>\$156,683</i>			

NPV

Undiscounted

4	5	6	7	8	9	10
2029	2030	2031	2032	2033	2034	2035
\$7,867.63	\$8,103.66	\$8,346.77	\$8,597.18	\$8,855.09	\$9,120.74	\$9,394.37

\$7,268.48	\$7,339.74	\$7,411.70	\$7,484.36	\$7,557.74	\$7,631.83	\$7,706.65
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11	12	13	14	15	16	17
2036	2037	2038	2039	2040	2041	2042
\$9,676.20	\$9,966.48	\$10,265.48	\$10,573.44	\$10,890.65	\$11,217.37	\$11,553.89

\$7,782.21	\$7,858.50	\$7,935.55	\$8,013.35	\$8,091.91	\$8,171.24	\$8,251.35
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Year 18 Asset Management Fee Payment	
Year	2043
Total	\$11,900.50
PUPA	\$165.28

Year	2043
Total	\$11,900.50
PUPA	\$165.28

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**AGREEMENT TO ENTER INTO A
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART I

Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.152, which requires the PHA to enter into an Agreement with the owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract ("Agreement") is between:

Arvada Housing Authority ("PHA") and
Legacy-Arvada Partners, LP ("owner").

1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract ("HAP Contract") units to in accordance with Exhibit B and to comply with Housing Quality Standards ("HQS"), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP Contract with the owner of the Contract units.

1.3 Contents of Agreement

This Agreement consists of Part I, Part II, and the following Exhibits:

EXHIBIT A: The approved owner's PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205, the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23, and accessibility requirements under Titles II and III of the Americans with Disabilities Act at 28 CFR parts 35 and 36, as applicable.

EXHIBIT C: Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- locations of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant.

- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

1.4 Significant Dates

- A. Effective Date of the Agreement: The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until a subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.
- B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will separate effective dates for each stage.

☒ Single-stage project

- i. Effective Date for all contract units: 06/01/2025
- ii. Date of Commencement of the Work: The date for commencement of work is not later than 90 calendar days after the effective date of this Agreement.
- iii. Time for Completion of Work: The date for completion of the work is not later than 540 calendar days after the effective date of this Agreement.

☐ Multi-Stage Project

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK

1.5 Nature of the Work

- ☒ This Agreement is for **New Construction** of units to be assisted by the project-based Voucher program.
- ☐ This Agreement is for **Rehabilitation** of units to be assisted by the project-based Voucher program.

1.6 Schedule of Completion

- A. **Timely Performance of Work:** The owner agrees to begin work no later than the date for commencement of work as stated in Section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. **Time for Completion:** All work must be completed no later than the end of the period stated in Section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in Section 1.4.
- C. **Delays:** If there is a delay in the completion due to unforeseen factors beyond the owner's control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

1.7 Changes in Work

- A. The owner must obtain prior PHA approval for any change from the work specific in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner at the amounts determined by PHA.

- B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner at the amounts determined by PHA in accordance with HUD requirements.
- C. The PHA (or HUD in the case of insured or coinsured mortgages) may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

1.8 Work completion

- A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.
- B. Evidence of Completion: When the work is completed, the owner must provide the PHA with the following:
 - 1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.
 - 2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
 - 3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, this Agreement may specify additional documentation that must be submitted by owner as evidence of completion of the housing. Check the following that apply:
 - ☒ A certificate of occupancy or other evidence that the contract units comply with local requirements.
 - ☒ An architect's or developer's certification that the housing complies with:
 - ☒ the HQS;
 - ☒ State, local, or other building codes;
 - ☒ Zoning;
 - ☐ The rehabilitation work write-up for rehabilitated housing;

- ☒ The work description for newly constructed housing; or
- ☒ Any additional design or quality requirements pursuant to this Agreement.

1.9 Inspection and Acceptance by the PHA of Completed Contract Units

- A. Completion of Contract Units: Upon receipt of owner notice of completion of Contract units, the PHA shall take the following steps:
 - 1. Review all evidence of completion submitted by owner.
 - 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. Non-Acceptance: If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract.
- C. Acceptance: If the PHA determines housing has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

1.10 Acceptance where defects or deficiencies are reported:

- A. If other defects or deficiencies exist, the PHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the units will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance.
- B. Completion in Stages: Where completion in stages is provided for, the procedures of this paragraph shall apply to each stage.

1.11. Execution of HAP Contract

- A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.

- B. Completion in Stages: Where completion in stages is provided for the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in Exhibit C of the contract for each stage. Upon acceptance of the first stage, the owner shall execute the contract and the signature block provided in the contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the contract for such stage.
- C. Form of Contract: The terms of the contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the contract shall be completed by the PHA.
- D. Survival of owner Obligations: Even after execution of the contract, the owner shall continue to be bound by all owner obligations under the Agreement.

1.12 Initial determination of rents

- A. The estimated amount of initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial amount of rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rent for each units may in no event exceed the amount authorized in accordance with HUD regulations and requirements. Where the estimated initial rent to owner exceeds the amount authorized in accordance with HUD regulations, the PHA shall establish a lower initial rent tow owner, in accordance with HUD regulations and requirements.

1.13 Uniform Relocation Act

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.
- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be paid in accordance with HUD requirements.

- C. The acquisition of real property for a project to be assisted under the program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of negotiations” means the execution of the Agreement between the owner and the PHA.

1.14 Protection of In-Place Families

- A. In order to minimize displacement of in-place families, if a unit to be placed under Contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA’s waiting list (if they are not already on the list) and, once their continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C. The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date.
- D. Assistance to in-place families may only be provided in accordance with the program regulations and other HUD requirements.

1.15 Termination of Agreement and Contract

The Agreement or HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

1.16 Rights of HUD if PHA Defaults Under Agreement

If HUD determines that the PHA has failed to comply with this Agreement, or has failed to take appropriate action to HUD’s satisfaction or as directed by HUD, for enforcement of the PHA’s rights under this Agreement, HUD may assume the PHA’s rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in default, pay Annual Contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

1.17 Owner Default and PHA Remedies

A. Owner Default

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable HUD loan or mortgage insurance program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

B. PHA Remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.

3. The PHA's rights and remedies under the Agreement include, but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

C. PHA Remedy is not Waived

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

1.18 PHA and Owner Relation to Third Parties

A. Selection and Performance of Contractor

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contract by the Comptroller General or any federal Department or agency. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.

C. Legal Relationship: The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.

D. Exclusion of Third Party Claims: Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to

enforce any provision of this Agreement or the Contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the Contract.

- E. Exclusion of owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

1.20 Conflict of Interest

- A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials
 - 1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
 - 2. HUD may waive this provision for good cause.
- B. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

1.21 Interest of Member or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement or HAP contract.

1.22 Transfer of the Agreement, HAP Contract, or Property

A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract, or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract, or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, and if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party, is debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

1.23 Exclusion from Federal Programs

A. Federal Requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

B. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.

2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424.

1.24 Lobbying Certifications

- A. The owner certifies, to the best of the owner's knowledge and belief, that:
 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

1.25 Subsidy Layering

- A. Owner Disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

1.26 Prohibition of Discrimination

- A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age, or familial status.
- B. The owner must comply with the following requirements:
1. The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*;
 2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1959–1963 Comp., p. 652, and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;
 3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d–4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;
 4. The Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146;
 5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title;
 6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*;
 7. 24 CFR part 8;
 8. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;

9. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60;
10. Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprise Development); and
11. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393, and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).
12. HUD’s Equal Access Rule at 24 CFR 5.105. [OGC-Nonconcurrence: This section failed to reference protections with respect to actual or perceived sexual orientation, gender identity, or marital status in accordance with HUD’s Equal Access Rule at 24 CFR 5.105(a). Revising as indicated above is sufficient to resolve this concern.

- C. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

1.27 Owner Duty to Provide Information and Access to HUD and PHA

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers, and records of the owner to the extent necessary to determine compliance with this Agreement.

1.28 Notices and Owner Certifications

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.

- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

1.29 HUD Requirements

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and will all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements.
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, *Federal Register* notices, or other binding program directives.

1.30 Applicability of Part II Provisions — Check All that Apply

- ☒ Training, Employment, and Contracting Opportunities
Section 2.1 applies if the total of the contract rents for all units under the proposed HAP contract, over the maximum term of the contract, is more than \$200,000.
- ☒ Equal Employment Opportunity
Section 2.2 applies only to construction contracts of more than \$10,000.
- ☐ Labor Standards Requirements
Sections 2.4, 2.8, and 2.10 apply only when this Agreement covers nine or more units.
- ☐ Flood Insurance
Section 2.11 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

EXECUTION OF THE AGREEMENT

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

Arvada Housing Authority

By:

Signature of authorized representative

Lauren Simpson, Chairperson

Name and official title (Print)

Date

OWNER

Name of Owner (Print)

Legacy-Arvada Partners, LP

By:

Signature of authorized representative

Name and official title (Print)

Date

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**AGREEMENT TO ENTER INTO A
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART II

Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.152, which requires the PHA to enter into an Agreement with the owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

2.1 Training, Employment, and Contracting Opportunities

- A. The project assisted under this Agreement is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The owner shall carry out the provisions of section 3 and the regulations issued by HUD as set forth in 24 CFR part 135 and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement. This shall be a condition of the Federal financial assistance provided to the project, binding upon the owner, the owner's contractors and subcontractors, successors and assigns. Failure to fulfill these requirements shall subject the owner, the owner's contractors and subcontractors, successors and assigns to the sanctions specified by this Agreement, and to such sanctions as are specified by 24 CFR part 135.
- B. The owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Agreement in excess of \$100,000 the following clause:

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, and shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135

require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Pursuant to 24 CFR §135.90, recipients of HUD financial assistance that is subject to Part 135 requirements, are required to submit Section 3 Annual Reports on Form HUD-60002 to the Office of Fair Housing and Equal Opportunity (FHEO). This form must be submitted electronically and can be found at www.hud.gov/section3.
7. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
8. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 405e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

2.2 Equal Employment Opportunity

- A. The owner shall incorporate or cause to be incorporated into any contract in excess of \$10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is to be performed pursuant to this Agreement, the following nondiscrimination clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by or at the direction of the Government advising the labor union or workers representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor of will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imported and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- B. The owner agrees to be bound by the above nondiscrimination clause with respect to his or her own employment practices when participating in federally assisted construction work.
- C. The owner agrees to assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the nondiscrimination clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and to otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.
- D. The owner further agrees to refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the nondiscrimination clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to the Executive Order. In addition, if the owner fails or refuses to comply with these undertakings, HUD may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this Agreement; refrain from extending any further assistance to the owner under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the owner, and refer the case to the Department of Justice for appropriate legal proceedings.

2.3 Reserved

2.4 HUD—Federal Labor Standards Provisions

The owner is responsible for inserting the entire text of section 2.4 of this Agreement in all construction contracts and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 2.4. (Note: Sections 2.4(b) and (c) apply only when the amount of the prime contract exceeds \$100,000.)

(a)(1) Minimum Wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-

1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and

on account of the contractor or subcontractor to the respective employees to whom they are due.

(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD the PHA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included in weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at:
<http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor

site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution

under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the

contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employee and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted

under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Agreement.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 2.4(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 2.4(a).

(7) Contract Terminations; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the PHA, HUD, the U. S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility. (i) By entering into this Agreement, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Agreement to his employer.

(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the

basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as established under construction safety and health standards promulgated by the Secretary of Labor by regulation.*
- (2) The contractor shall comply with all regulations issue by the Secretary of Labor pursuant to Title 29 part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.*
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.*

2.5 Reserved

2.6 Reserved

2.7 Reserved

2.8 Wage and Claims Adjustments

The owner shall be responsible for the correction of all violations under section 2.4, including violations committed by other contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the owner or other contractor or a failure by the owner or other contractor to submit payrolls and related reports, the owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Agreement, as well as an amount determined by HUD to be sufficient to satisfy any liability of the owner or other contractor for liquidated damages pursuant to section 2.4. The amounts withheld may be disbursed by HUD for and on account of the owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under section 2.4.

2.9 Reserved

2.10 Evidence of Unit(s) Completion; Escrow

- A. The owner shall evidence the completion of the unit(s) by furnishing the PHA, in addition to the requirements listed in Part I of this Agreement, a certification of compliance with the provisions of sections 2.4 and 2.8 of this Agreement, and that to the best of the owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of these provisions of the Agreement. In the event there are any such pending claims to the knowledge of the owner, the PHA, or HUD, the owner will place a sufficient amount in escrow, as directed by the PHA or HUD, to assure such payments.
- B. The escrows required under this section and section 2.8 of shall be paid to HUD, as escrowee, or to an escrowee designated by HUD, and the conditions and manner of releasing such escrows shall be designated and approved by HUD.

2.11 Flood Insurance

If the project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Program, the owner agrees that: (1) the project will be covered, during the life of the property, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less; and (2) that it will advise any prospective purchaser or transferee of the property in writing of the continuing statutory requirement to maintain such flood insurance during the life of the property.

Housing Authority of the City of Arvada
Agreement to Enter Into Housing Assistance Payments Contract
HUD 52531A

Exhibit A – The Approved Owner's PBV Proposal

Legacy Senior Residences

Owner's PBV proposal is on file and selected in accordance with 24 CFR 983.51 (b)(2)

- Letter of Approval from HUD dated 06/15/2023
- AHA Award Letter dated March 14, 2023

Authority to Use Grant Funds

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

To: (name & address of Grant Recipient & name & title of Chief Executive Officer)

Carrie Espinosa
Executive Director
Arvada Housing Authority
8001 Ralston Road
Arvada, CO 80002

Copy To: (name & address of SubRecipient)

Ryan Stachelski
Director, Community and Economic Development
City of Arvada
8101 Ralston Road
Arvada, CO 80002

We received your Request for Release of Funds and Certification, form HUD-7015.15 on

05/30/2023

Your Request was for HUD/State Identification Number

CO050

All objections, if received, have been considered. And the minimum waiting period has transpired.
You are hereby authorized to use funds provided to you under the above HUD/State Identification Number.
File this form for proper record keeping, audit, and inspection purposes.

CO050 Arvada Housing Authority proposes to assign eight Section 8 Project Based Vouchers to the proposed development called Legacy Senior Residences. Legacy Senior Residences, is a new 72-unit affordable senior development. The apartments will comprise 72 units in one, elevator served, three-story residential building on 4.14 acres. According to the Site Design and Site Narrative, the units of Legacy Senior Residences are targeted to incomes at 30%, 50%, and 60% of the area median income (AMI). The 72 units will be offered in one and two-bedroom apartments. Site amenities will include 24 garages and surface parking, outdoor recreation areas, grilling stations, a fitness center, and secured access entry points. The estimated total project cost is \$31,068,009

No objections Received.

Typed Name of Authorizing Officer

Zachary D. Urban

Title of Authorizing Officer

Director of the Office of Public Housing, Region VIII

Signature of Authorizing Officer

X

Date (mm/dd/yyyy)

06/15/2023



ARVADA HOUSING AUTHORITY
FACSIMILE: 720-898-7490 ▲ TDD: 720-898-7869
PHONE: 720-898-7494

March 14, 2023

Ms. Bobbi Jo Lucas
Cornerstone Housing Group, LLC
209 S 19th St Suite 100
Omaha, NE 68102

Re: Legacy Senior Residences

Dear Ms. Lucas:

We are pleased to announce that Arvada Housing Authority has selected Legacy Senior Residences project for eight (8) HCV/Section 8 project-based vouchers pursuant to your submitted proposal.

We will be able to finalize this award by the execution of the AHAP after completion of an environmental review and a subsidy layering review.

If you have any questions, please contact Dena Kothe at dkothe@arvada.org or at 720-898-7476.

Sincerely,

Carrie Espinosa

Carrie Espinosa
Executive Director

Cc: Dena Kothe
Arvada Housing Authority

**Housing Authority of the City of Arvada
Agreement to Enter Into Housing Assistance Payments Contract
HUD 52531A**

Legacy Senior Residences

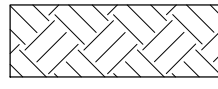
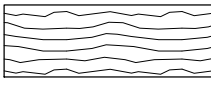
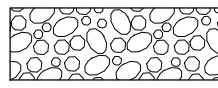
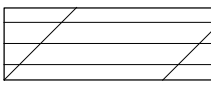
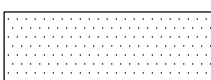
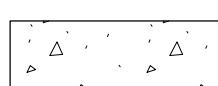
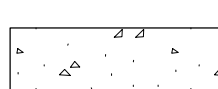
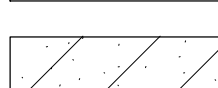
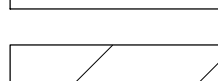
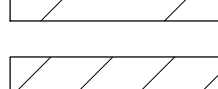
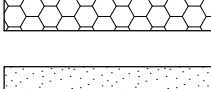
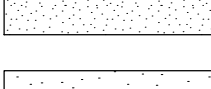
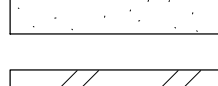
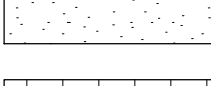
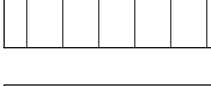
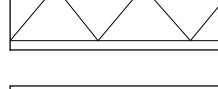
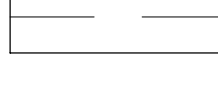
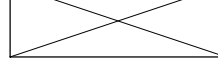
Exhibit B – Description of Work to be Performed Under this Agreement

Attachment:

- Work Drawings and Specification
- The Construction Documents prepared by Robert W. Engel and Associates
- Owner's Statement dated November 2, 2023
- Architect's Statement dated November 3, 2023

ARVADA, COLORADO 80003

INDEX OF DRAWINGS

	EARTH		FINISH WOOD
	GRAVEL		PLYWOOD
	SAND		ENGINEERED WOOD
	CIP CONCRETE		WOOD STUD
	CEMENT GYPSUM		LAMINATED WOOD
	PRECAST CONCRETE		ROOF OR BOARD INSULATION
	REINFORCED CONCRETE		BATT INSULATION
	CONCRETE MASONRY		LOOSE FILL INSULATION
	BRICK		SPRAY FOAM INSULATION
	CUT STONE		GYPSUM BOARD OR PLASTER
	STEEL		TILE
	METAL STUD		TERRAZZO
	WELDED WIRE FABRIC		ACOUSTICAL TILE OR BOARD
	WOOD (CONTINUOUS)		BRICK PAVERS
	WOOD (NON-CONTINUOUS)		CARPET

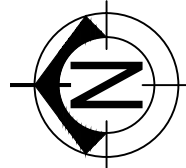
ELECTRICAL

- E00 ELECTRICAL COVER SHEET
- E01 ELECTRICAL SITE PLAN
- E02 ELECTRICAL SITE PLAN PHOTOMETRICS
- E03 ELECTRICAL SITE PLAN - GRASS/PAVE
- E04 ELECTRICAL SITE PLAN - LEVEL 1
- E12 ELECTRICAL POWER FLOOR PLAN - LEVEL 2
- E13 ELECTRICAL POWER FLOOR PLAN - LEVEL 3
- E14 ELECTRICAL ROOM LIGHTING
- E21 ELECTRICAL LIGHTING FLOOR PLAN - LEVEL 1
- E22 ELECTRICAL LIGHTING FLOOR PLAN - LEVEL 2
- E23 ELECTRICAL LIGHTING FLOOR PLAN - LEVEL 3
- E31 ELECTRICAL ENLARGED UNIT PLANS
- E32 ELECTRICAL ENLARGED UNIT PLANS
- E33 ELECTRICAL ENLARGED UNIT PLANS
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- E61 ELECTRICAL SCHEDULES
- E71 ELECTRICAL RISER DIAGRAM
- E81 ELECTRICAL PANEL SCHEDULES
- E91 ELECTRICAL DETAILS
- E92 ELECTRICAL DETAILS

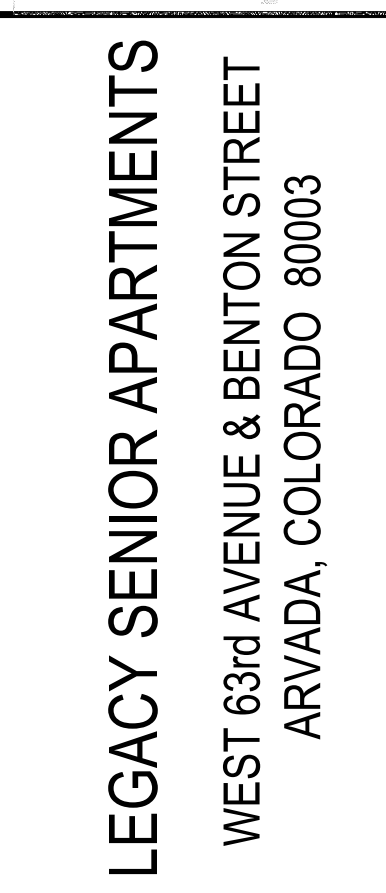
**ROBERT W. ENGEL AND
ASSOCIATES, ARCHITECTS**
2443 South 156th Circle
Omaha, NE 68130-2512
(402) 330-8287 Fax: (402) 330-8331
email: RWEarchitects.com

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Drawn by:	GS
Checked by:	RWE
Sheet Name:	COVER SHEET

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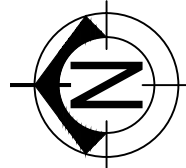
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RF
ROBERT W. ENGEL AND ASSOCIATES, ARCHITECTS
2443 South 156th Circle
Omaha, NE 68130-2512
(402) 330-8287 Fax: (402) 330-6331
email: RWEEArchitects@RWEEArchitects.com

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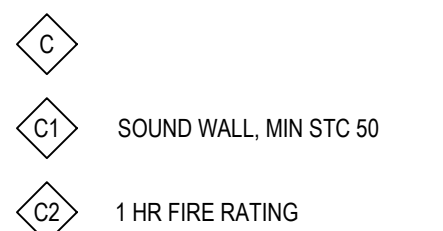
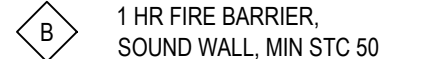
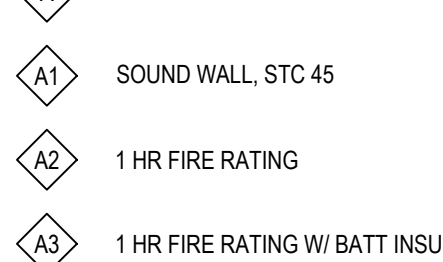


GENERAL ARCHITECTURAL NOTES:

1. GENERAL NOTES APPLY TO ALL SHEETS.
2. ALL DIMENSIONS ARE TO FACE OF CONCRETE, FACE OF MASONRY, FACE OF CENTERLINE OF WOOD STUDS OR CENTERLINE OF COLUMNS, UNLESS NOTED OTHERWISE.
3. ARCHITECTURAL FLOOR ELEVATIONS ARE SHOWN THIS:

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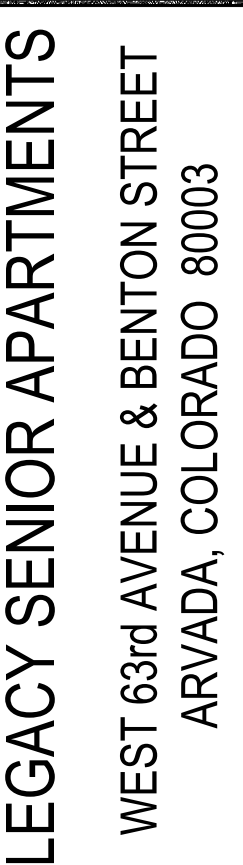
4. PROVIDE WOOD BLOCKING IN WALLS AND CEILINGS WHERE CABINETS, HANDRAILS, GRAB BARS, TOILET ACCESSORIES, OR OTHER ITEMS, REQUIRE REINFORCING FOR SUPPORT MEMBERS.
5. VERIFY ALL WINDOW, DOOR DIMENSIONS AND OPENING REQUIREMENTS WITH WINDOW AND DOOR MANUFACTURERS.
6. INSTALL FIRE EXTINGUISHER AND SEMI-RECESSED FIRE EXTINGUISHER CABINETS AT LOCATIONS SHOWN ON PLANS. FIRE EXTINGUISHERS SHALL BE 10-POUND EXTINGUISHERS WITH STEEL CYLINDERS AND A MINIMUM 4-60B-R RATING. CABINETS SHALL BE COLO ROLLED STEEL, WITH WHITE BAKED ENAMEL FINISH. DOORS SHALL BE CONTINUOUSLY VENTILATED AND SHALL HAVE CLEAR GLASS MOUNTED WITHIN DOOR.



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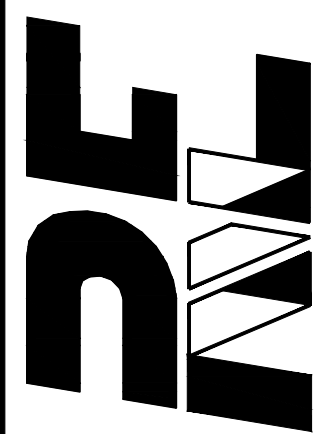
WALL TYPES

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CONSULTING ENGINEER

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SSOCIATES, ARCHITECTS**
2443 South 156th Circle
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email: RWEEArchitects@RWEEArchitects.com

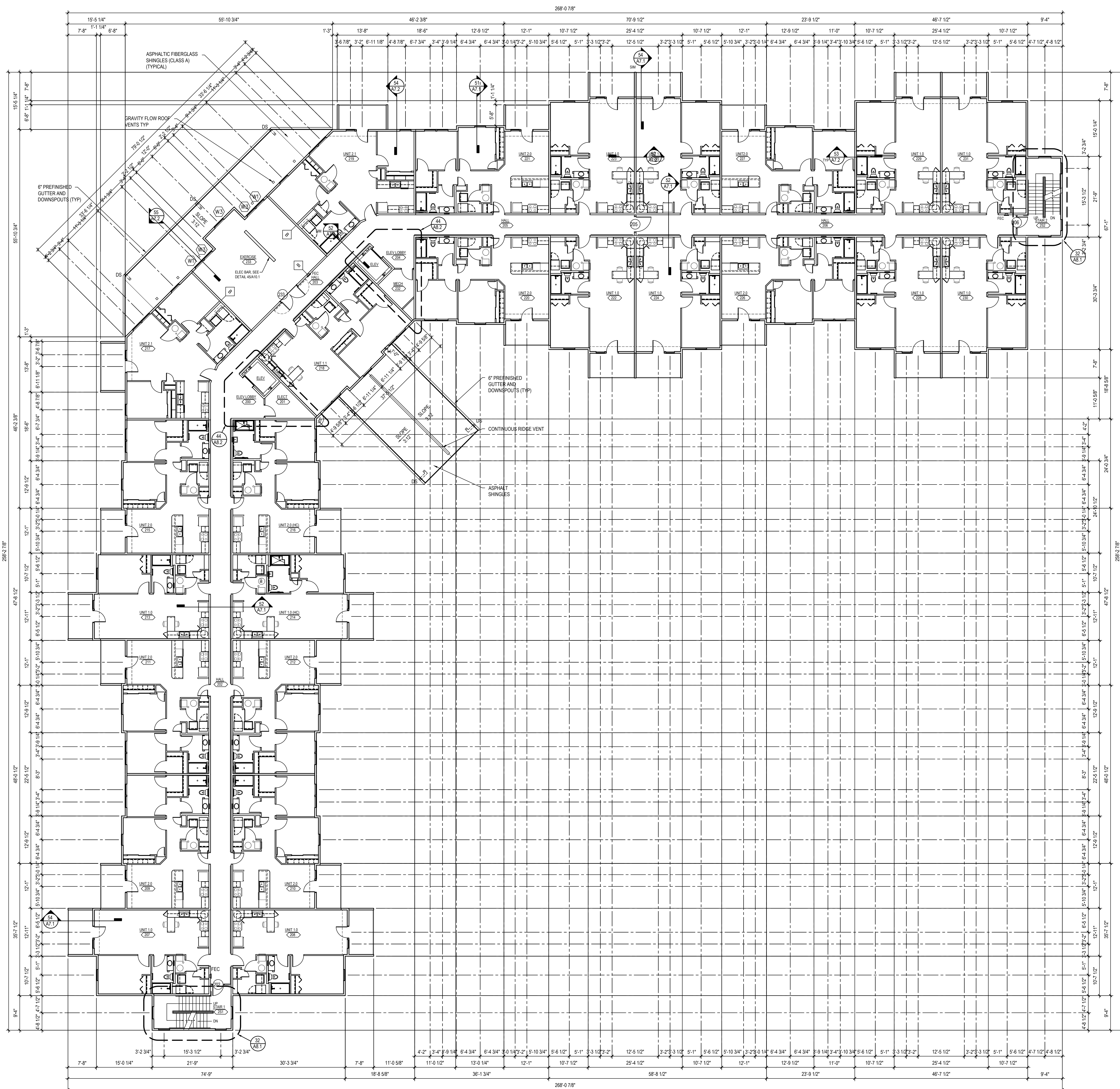


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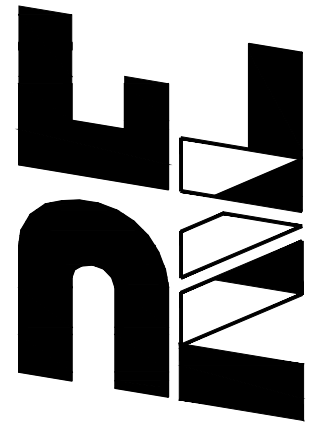
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FLOOR PLAN - LEVEL 2
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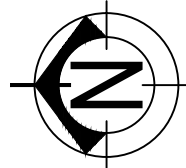
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Revisions to the drawing set

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Checked by:	RWE

Sheet Name:
FLOOR PLAN - LEVEL 3

A1.3

1. SEE MECHANICAL PLANS FOR LOCATIONS OF CONDENSING UNITS AND PLUMBING VENTS AND OTHER MECHANICAL ROOF PENETRATIONS.
2. SLEEPERS FOR CONDENSING UNITS AND OTHER ROOF MOUNTED EQUIPMENT SHALL EPDM MATERIAL ATTACHED TO BOTTOM. DIRECTLY SETTING ROOF TOP EQUIPMENT WILL NOT BE ALLOWED. PROVIDE VIBRATION ISOLATION BLOCKS FOR ROOF TOP MOUNTED EQUIPMENT, INCLUDING CONDENSING UNITS
3. SEE SHEET OR-1 FOR LOCATION OF ATTIC DRAFTSTOPPING.



LEGACY SENIOR APARTMENTS
WEST 63rd AVENUE & BENTON STREET
ARVADA, COLORADO 80003

1000

**ROBERT W. ENGEL AND
ASSOCIATES, ARCHITECTS**



Issue Date: JANUARY 11, 2021

Revisions to the drawing set

[illegible]

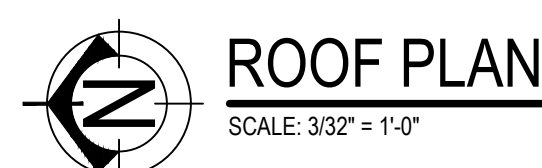
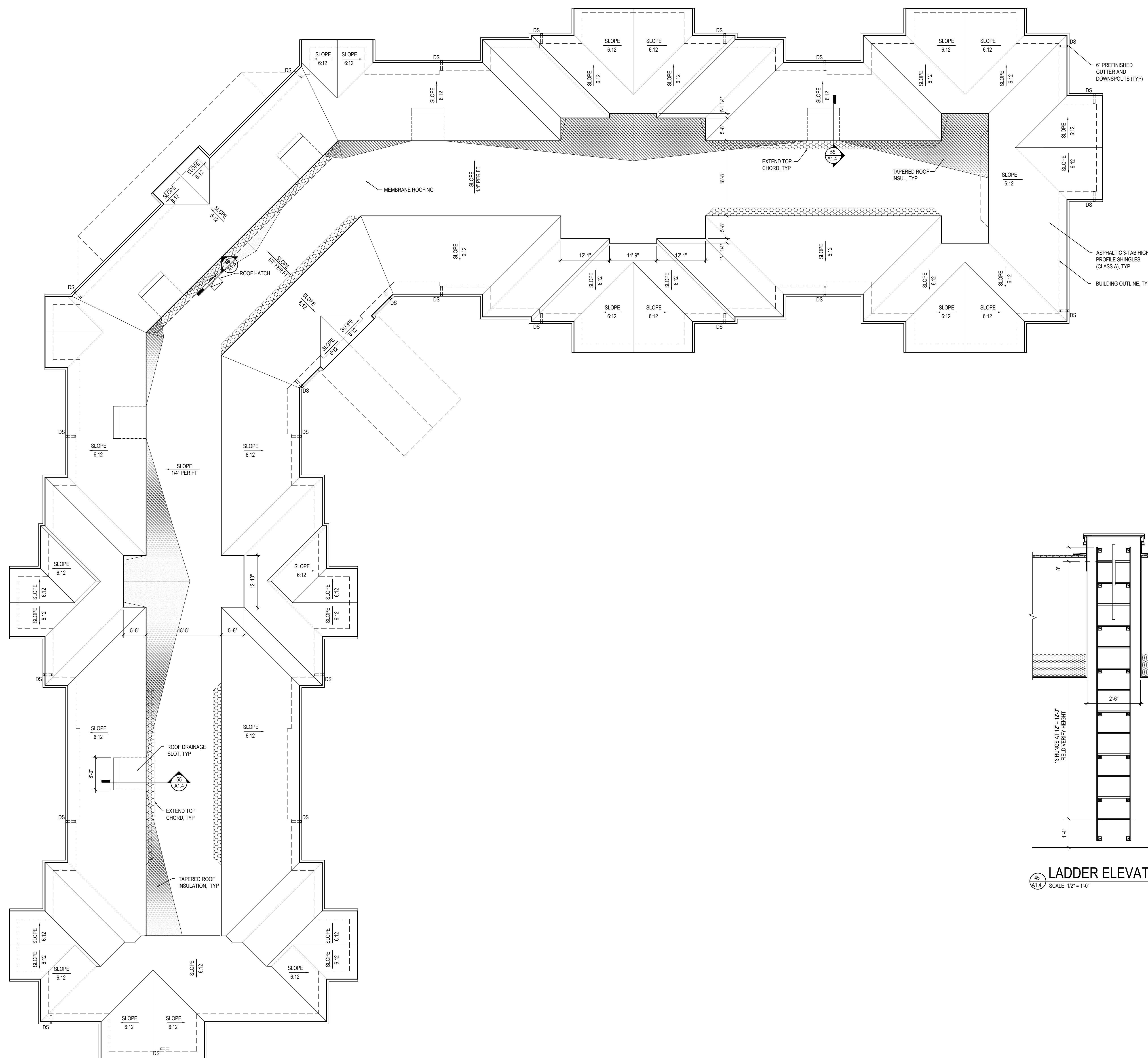
Project Number:	0718
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Drawn by: C

Checked by: _____

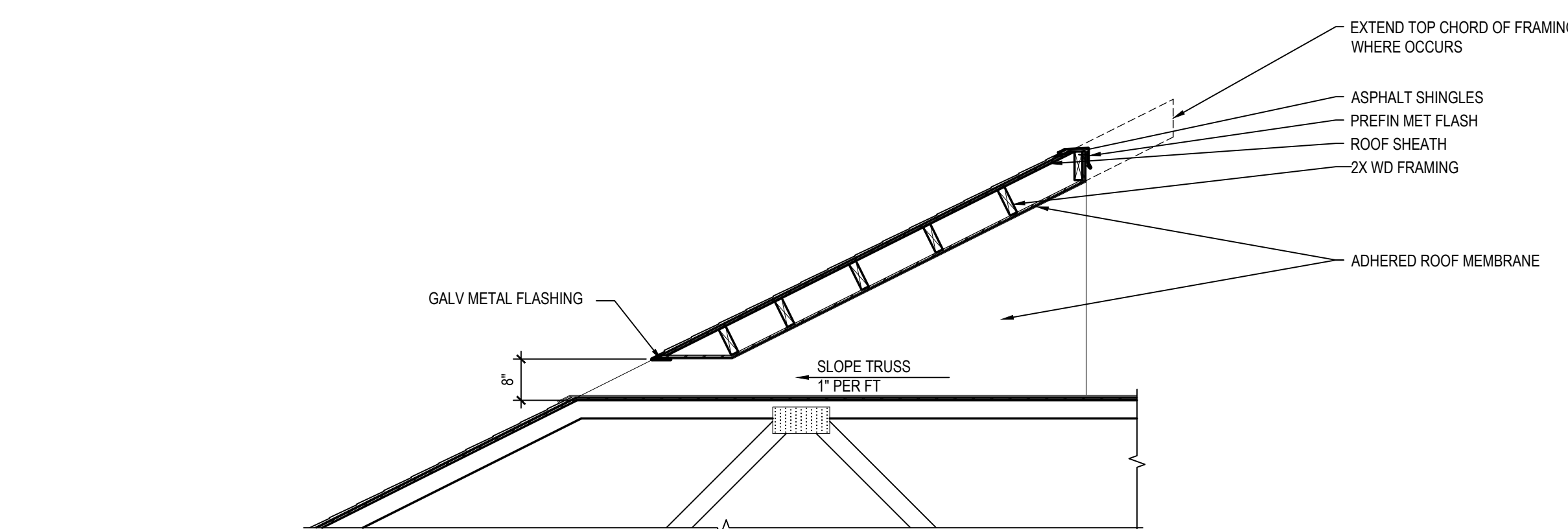
Sheet Name:
ROOF PLAN

A1.4



LADDER ELEVATION

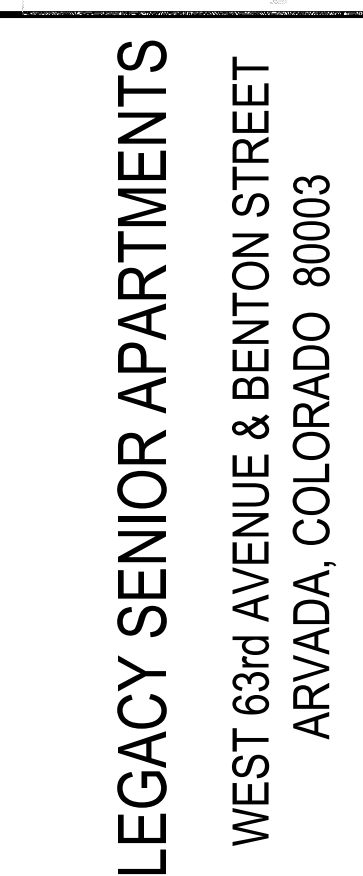
LADDER SECTION



55
A1.4

ROOF DRAIN SLOT

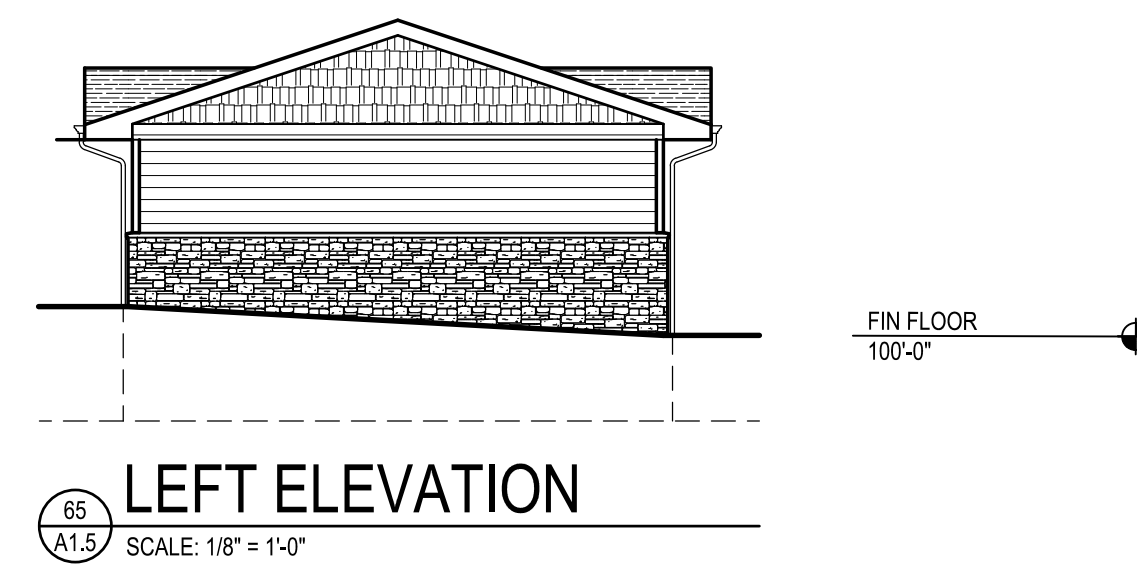
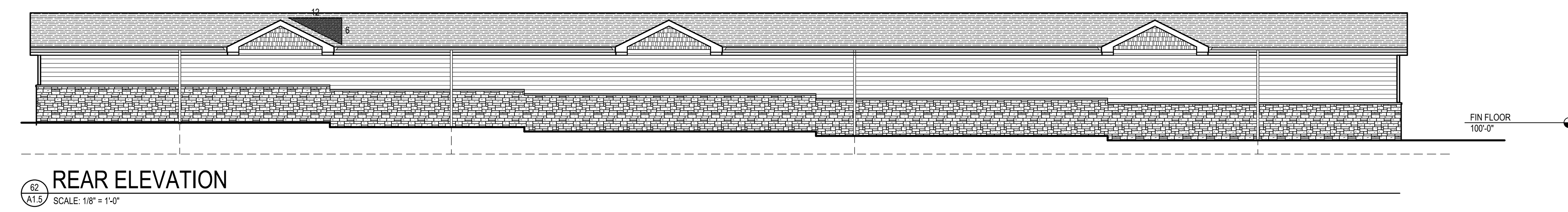
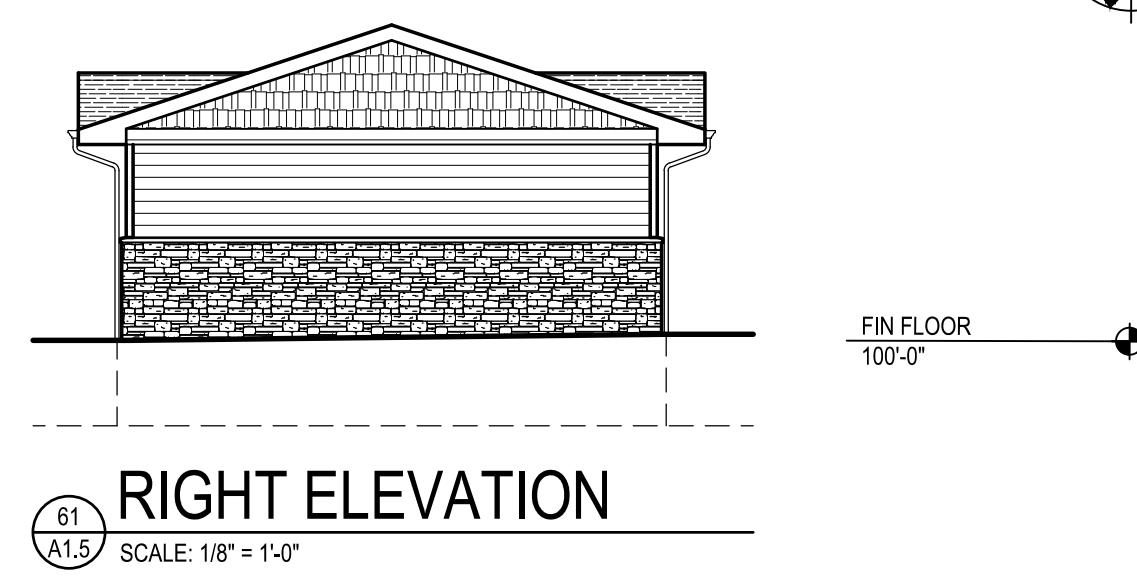
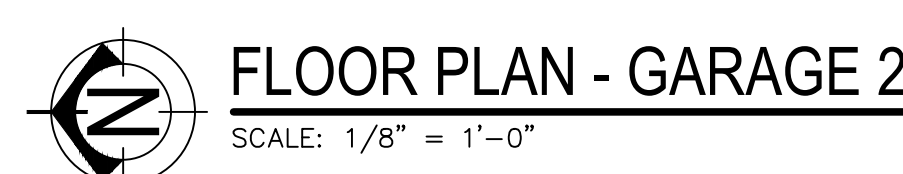
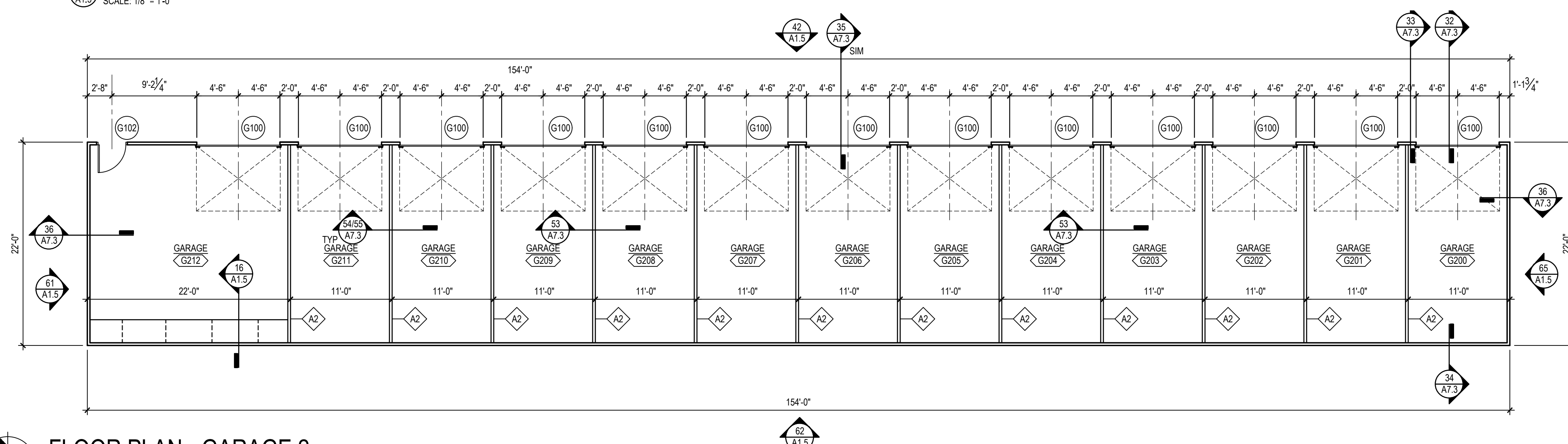
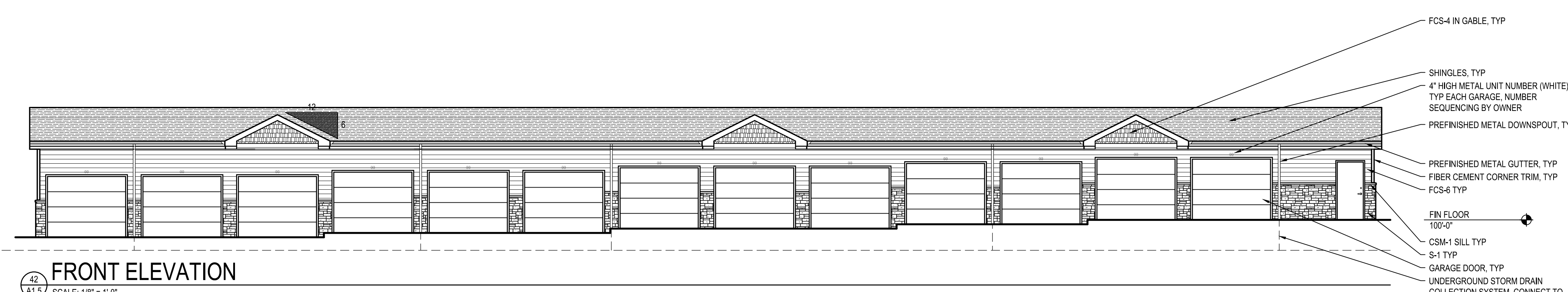
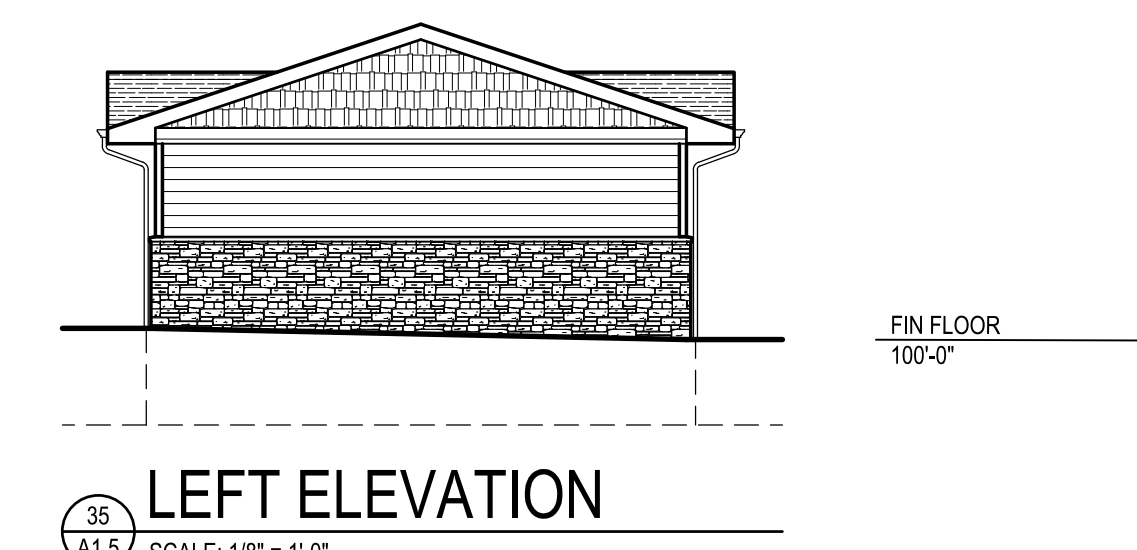
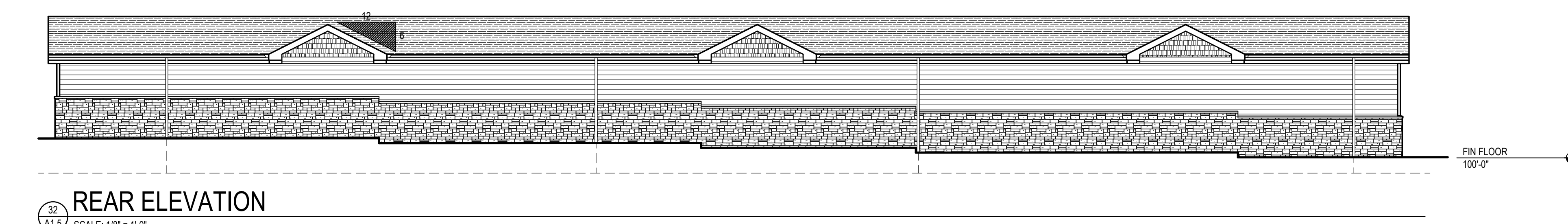
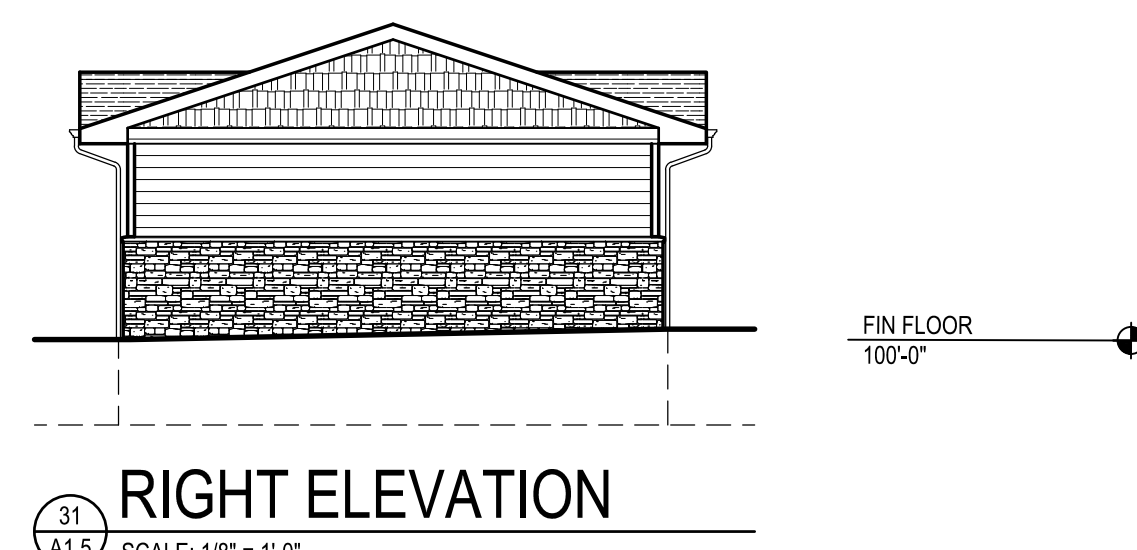
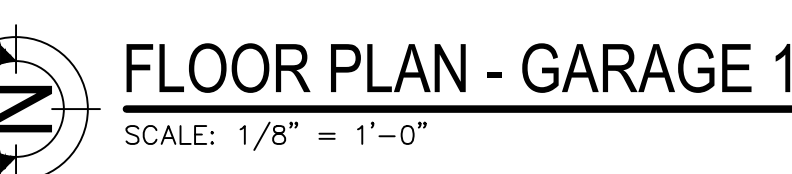
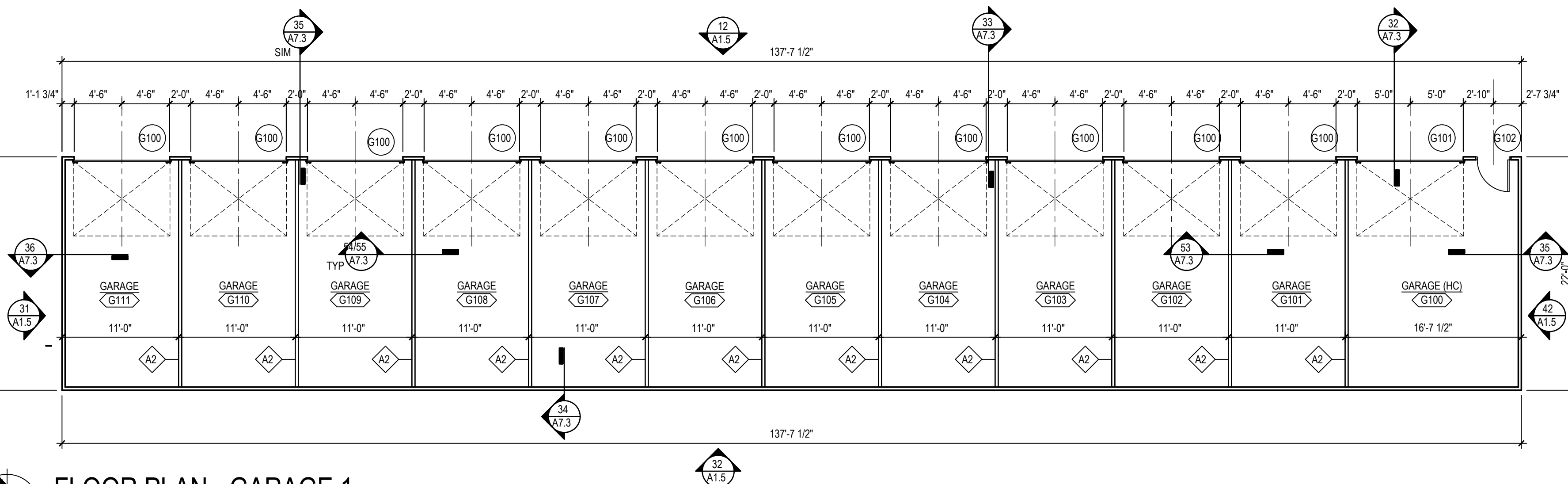
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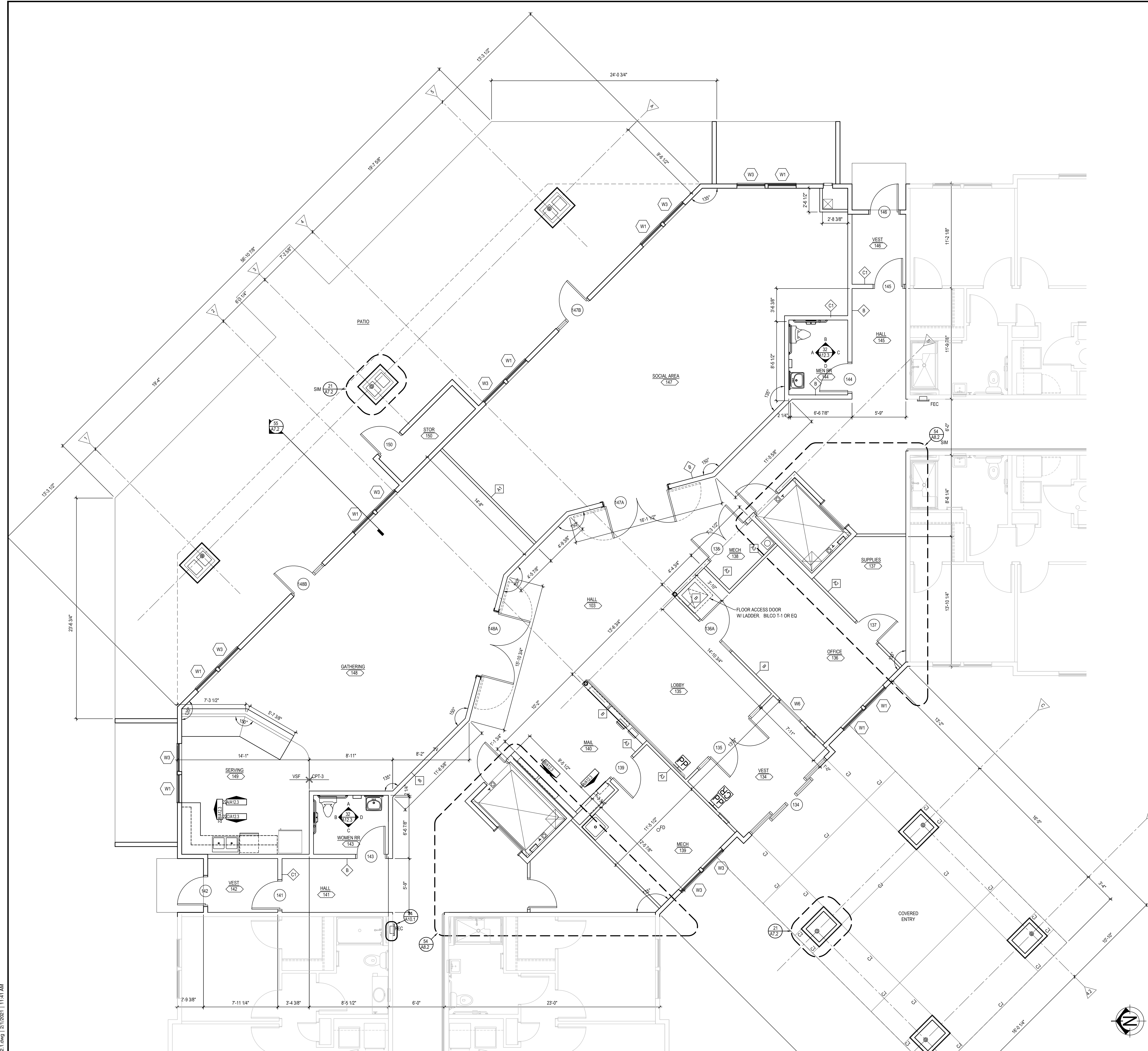


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[illegible]

A1.5

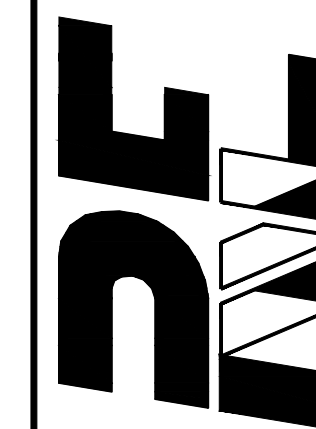




LEGACY SENIOR APARTMENTS
WEST 63rd AVENUE & BENTON STREET
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Issue Date: JANUARY 11, 2021

Revisions to the drawing set

[illegible]

Project Number:	0718
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Drawn by:	G
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Checked by:	RWE
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Sheet Name:
ENLARGED FLOOR PLAN -
LEVEL 1 - CORE

A2.1



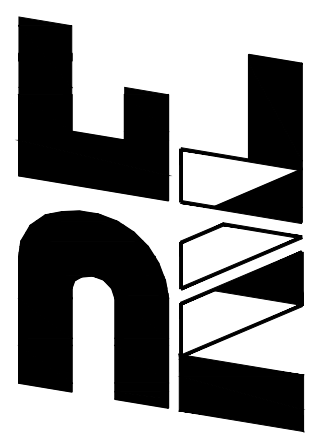
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1. SEE SHEET A10.1 FOR CLOTHES CLOSET AND LINEN CLOSET DETAILS.
2. WALL TYPE "B" SHALL BE TYPICAL FOR THE DEMISING WALLS BETWEEN DWELLING UNITS & TYPICAL FOR BUILDING CORRIDOR WALLS.
3. WALL TYPE "A" SHALL BE TYPICAL FOR DWELLING UNIT INTERIOR WALLS.
4. UNIT WASHER / DRYER LOCATIONS. WASHER SHALL BE LOCATED ON LEFT SIDE OF LAUNDRY ROOM AND DRYER SHALL BE LOCATED ON RIGHT SIDE OF LAUNDRY ROOM, REGARDLESS OF UNIT ORIENTATION.
5. PROVIDE 12" DEEP WIRE SHELF IN UNIT LAUNDRY. MOUNT SO BOTTOM OF SHELF IS 2" ABOVE OPEN WASHER IN UNIT CYPICAL UNITS. MOUNT SELF ACCORDING TO ADA REQUIREMENTS IN HANDICAP UNITS.
6. VINYL FLOORING TO BE BE INSTALLED UNDER ALL CASEWORK, PRIOR TO THE INSTALLATION OF CASEWORK.
7. PROVIDE RECESSED MEDICINE CABINETS IN ALL UNITS. HANDICAP UNITS TO RECEIVE RECESSED MEDICINE CABINET W/ TILT MIRROR.



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email: RWEArchitects@RWEArchitects.com



Issue Date: JANUARY 11, 202

Revisions to the drawing set

No.	Date	Description
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Project Number: 0718

Drawn by: GS

Checked by: RWE

Sheet Name:

**ENLARGED UNIT FLOOR
PLANS**

PLANS

ΛΟΛ

A2.2



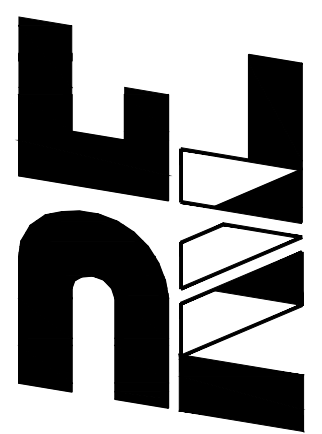
1. REFLECTED CEILING PLANNING NOTES APPLY TO ALL REFLECTED CEILING PLANNING SHEETS.
2. DO NOT SCALE DRAWINGS.
3. ALL CEILING GRID / PANELS SHALL BE CENTERED IN EACH ROOM UNLESS NOTED OTHERWISE.
4. ALL ELECTRICAL FIXTURES, SPEAKERS, SMOKE OR THERMAL DETECTORS, SPRINKLER HEADS, MECHANICAL GRILLES AND ETC. SHALL BE CENTERED BETWEEN CEILING GRIDS UNLESS NOTED OTHERWISE.
5. IN SUSPENDED ACOUSTICAL CEILINGS, PROVIDE EXPOSED TEES AROUND MECHANICAL GRILLES, DIFFUSERS, ELECTRICAL LIGHT FIXTURES AND ETC., UNLESS NOTED OTHERWISE.
6. MECHANICAL AND ELECTRICAL SUBCONTRACTORS SHALL COORDINATE LOCATIONS OF MECHANICAL GRILLES, DIFFUSERS, DUCTWORK AND ELECTRICAL FIXTURES WITH CEILING CONTRACTOR.
7. ALL DIMENSIONS ON REFLECTED CEILING PLANS ARE ACTUAL AND ARE TO THE FOLLOWING, UNLESS NOTED OTHERWISE:
 - A. FACE OF STUD WALL
 - B. CENTERLINE OF COLUMNS
 - C. CENTERLINE OF EXPOSED TEES
8. IN AREAS WITH EXPOSED STRUCTURE CEILING, COORDINATE EXACT LOCATION OF MECHANICAL GRILLES, DIFFUSERS, DUCTWORK AND ELECTRICAL FIXTURES WITH EACH RESPECTIVE SUBCONTRACTOR.



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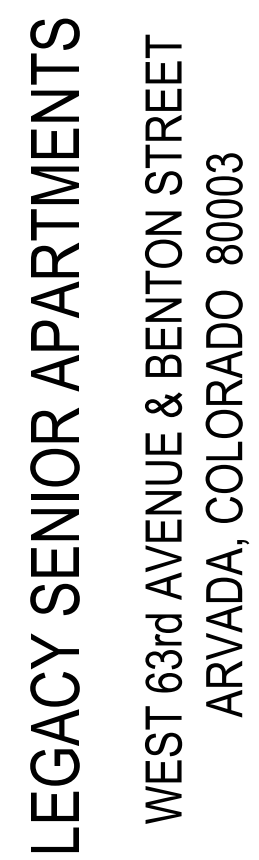
Issue Date: JANUARY 11, 2021

Revisions to the drawing set

[illegible]

Project Number:	0718
Drawn by:	GS
Checked by:	RWE
Sheet Name:	REFLECTED CEILING PLAN - LEVEL 1

A3.1



CONSULTING ENGINEER

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Issue Date: JANUARY 11, 2021

Revisions to the drawing set

[illegible]

Project Number: 0718

Drawn by: GS

Checked by: RWE

Sheet Name:

EXTERIOR ELEVATION

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A5

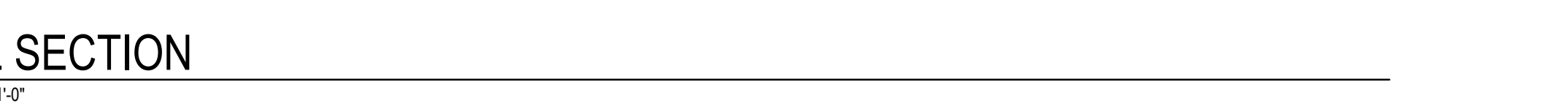
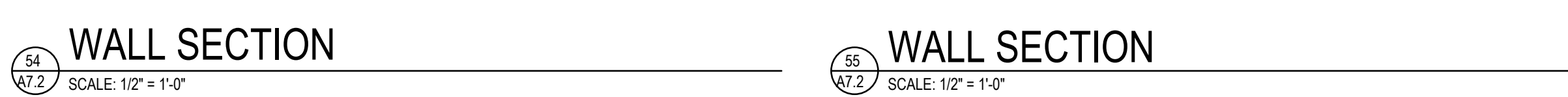
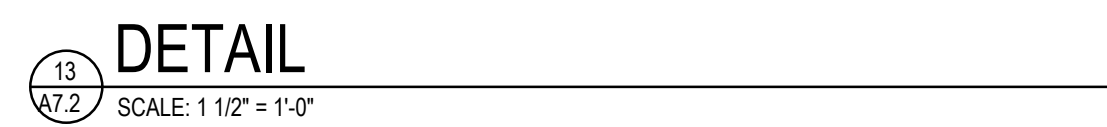
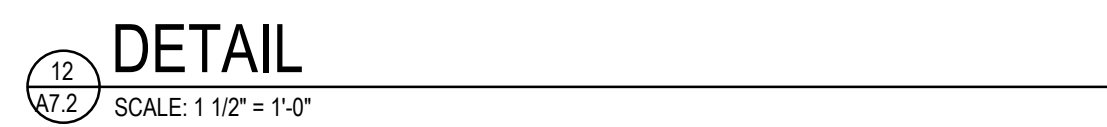
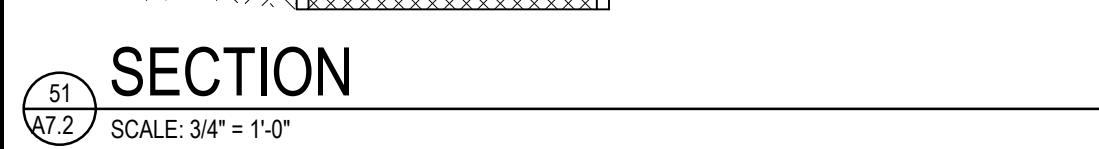
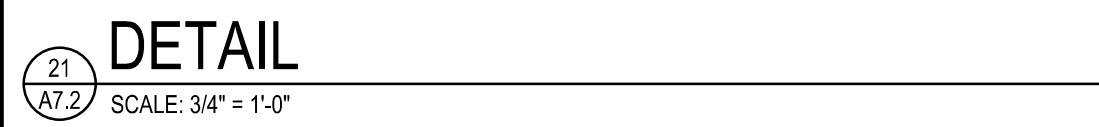
710.

ROOF LINE CALCULATION EAST ELEVATION		
EAST ELEVATION TOTAL ROOF LENGTH: 183'-6"		
ROOFLINE LENGTH	2'-0" ELEVATION RISE LENGTH (RL)	ROOFLINE ARTICULATION (%) RL / 183'-6"
183'-6"	60'-4"	31%

ROOF LINE CALCULATION WEST ELEVATION		
WEST ELEVATION TOTAL ROOF LENGTH: 186'-11"		
ROOFLINE LENGTH	2'-0" ELEVATION RISE LENGTH (RL)	ROOFLINE ARTICULATION (%) RL / 186'-11"
186'-11"	60'-4"	32%

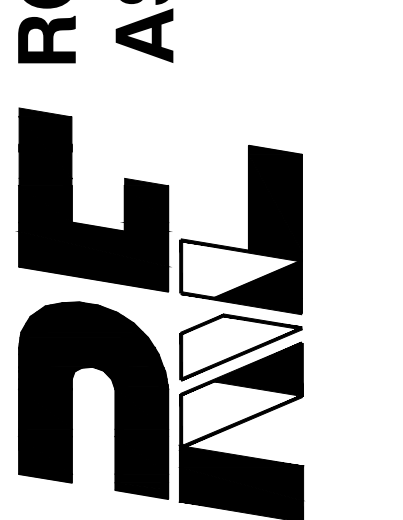
MATERIAL & COLOR LEGEND			
MARK	MATERIAL	MANUFACTURER	STYLE / SIZE / COLOR
-	ROOF SHINGLES	GAF	WEATHERHOLM
-	FASCIA TRIM	-	PREFINISHED METAL "WHITE"
-	GUTTERS	-	PREFINISHED METAL "WHITE"
-	DOWNSPOUTS	-	PREFINISHED METAL "WHITE"
-	SOFFIT	-	"COBBLESTONE" BG-31
-	DECORATIVE GABLE TRUSS	KLAVER MFG	"ARCTIC WHITE"
FC5-1	VERTICAL SIDING W/ BATTEN BOARD	JAMES HARDIE FIBER CEMENT	SMOOTH / 3/4" X 1 1/2" BATTEN BOARD / "MONTEREY TAUPÉ"
FC5-2	-	-	-
FC5-3	HORIZONTAL PLAD SIDING	JAMES HARDIE FIBER CEMENT	STRAIGHT EDGE / "WOODSTOCK BEIGE"
FC5-4	SHINGLE SIDING	JAMES HARDIE FIBER CEMENT	CEADARHILL / "SHANDSTONE BROWN"
FC5-5	HORIZONTAL PLAD SIDING	JAMES HARDIE FIBER CEMENT	CEADARHILL / "6" EXP / "WOODSTOCK BROWN"
FC5-6	-	-	CEADARHILL / "6" EXP / "WOODSTOCK BROWN"
-	CORNER TRIM	JAMES HARDIE FIBER CEMENT	SMOOTH / 1" X 4" / "SHANDSTONE BEIGE"
-	DECORATIVE WINDOW TRIM	JAMES HARDIE FIBER CEMENT	SMOOTH / 1" X 4" / "ARCTIC WHITE"
-	DECORATIVE TRIM	MIRACET PRODUCTS	SMOOTH / 4/4" / "ARCTIC WHITE"
-	DECORATIVE PANELS	JAMES HARDIE FIBER CEMENT	SMOOTH / "MONTEREY TAUPÉ"
-	HORIZONTAL TRUSS TRIM	JAMES HARDIE FIBER CEMENT	SMOOTH / "WOODSTOCK BEIGE"
S-1	STONE VENEER	CANYON STONE	CASTLE / "TEXAS CREAM"
SS-1	STONE SILLS LINTELS	CANYON STONE	"SANDY BUFF"
CSM-1	COLUMN CAPS	WATKINS	"PUTTY"





CONSULTING ENGINEER	
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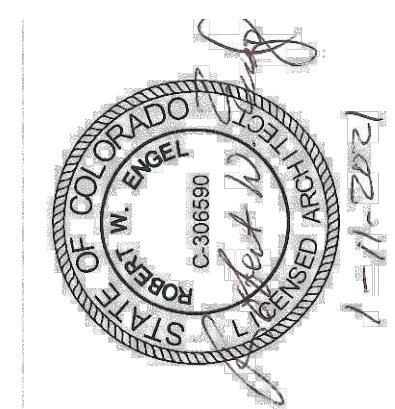
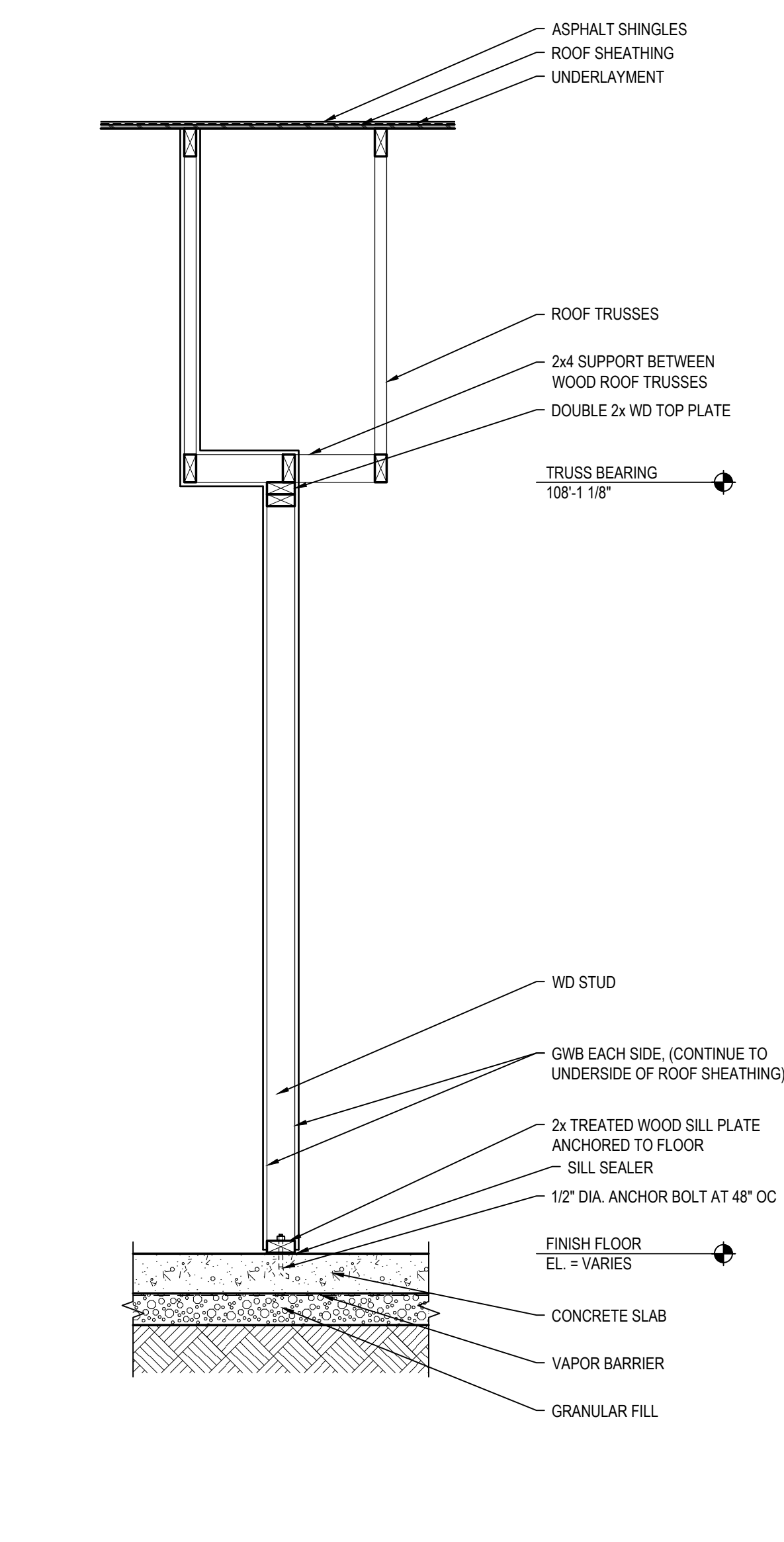
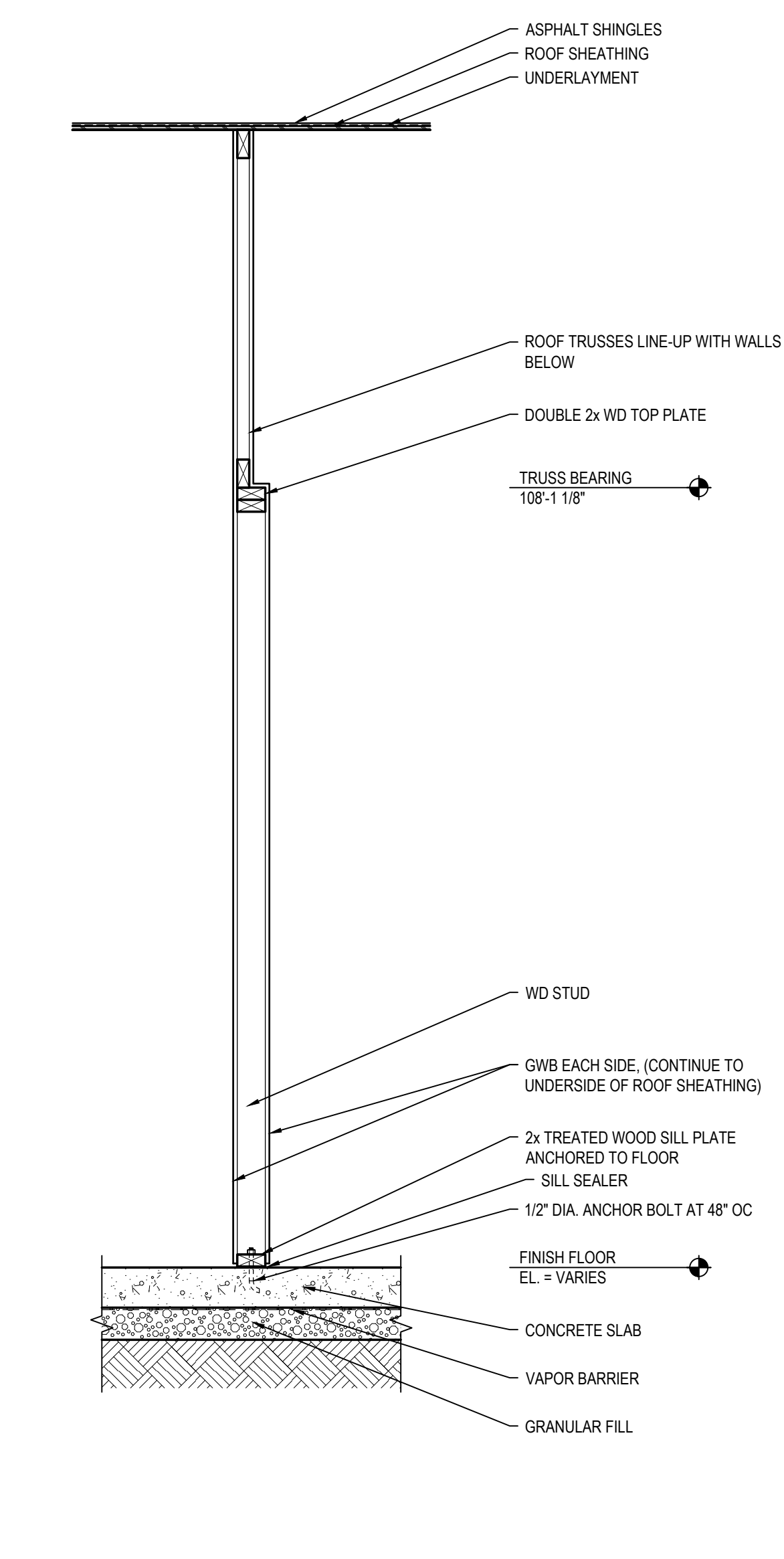
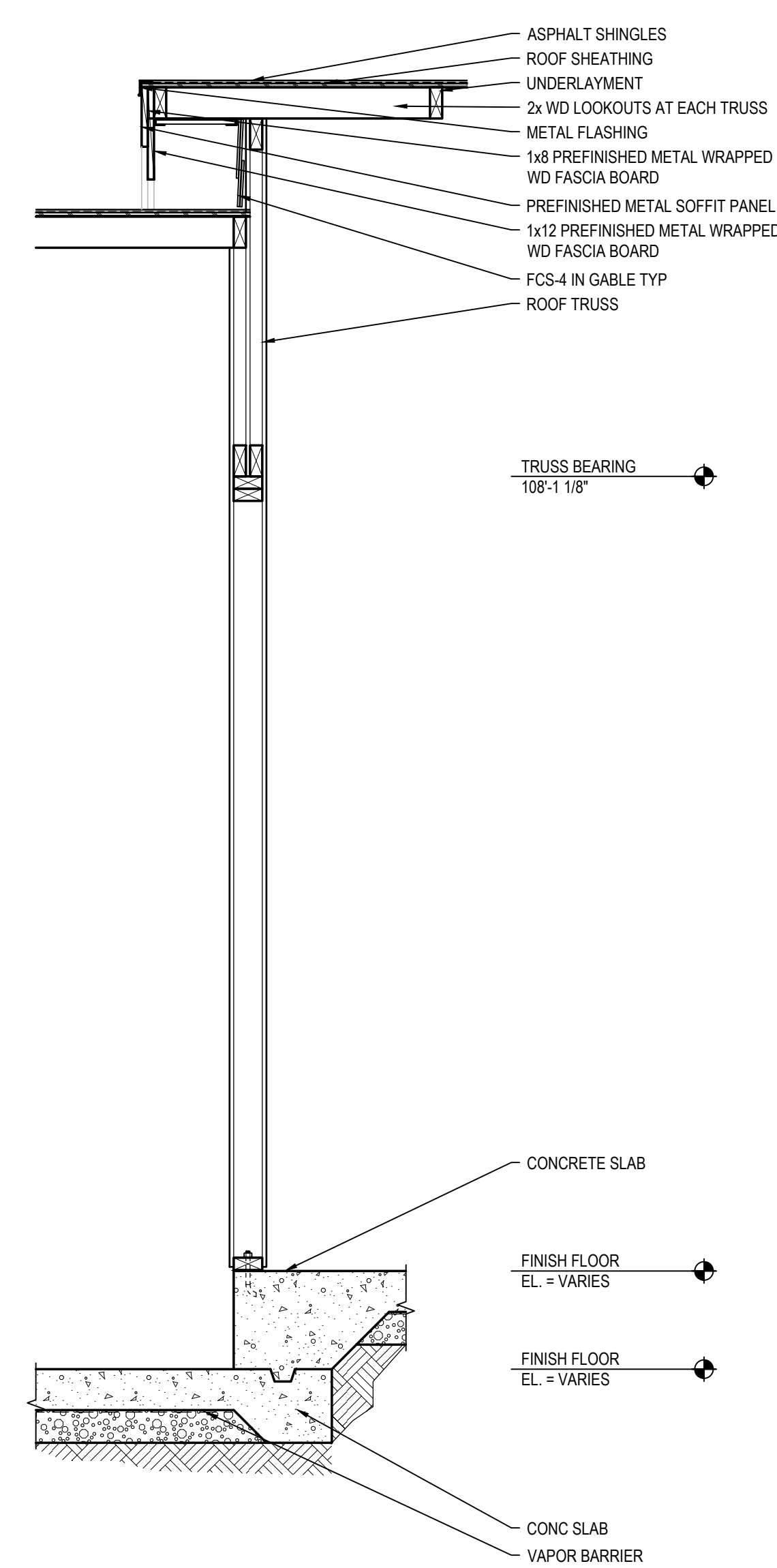
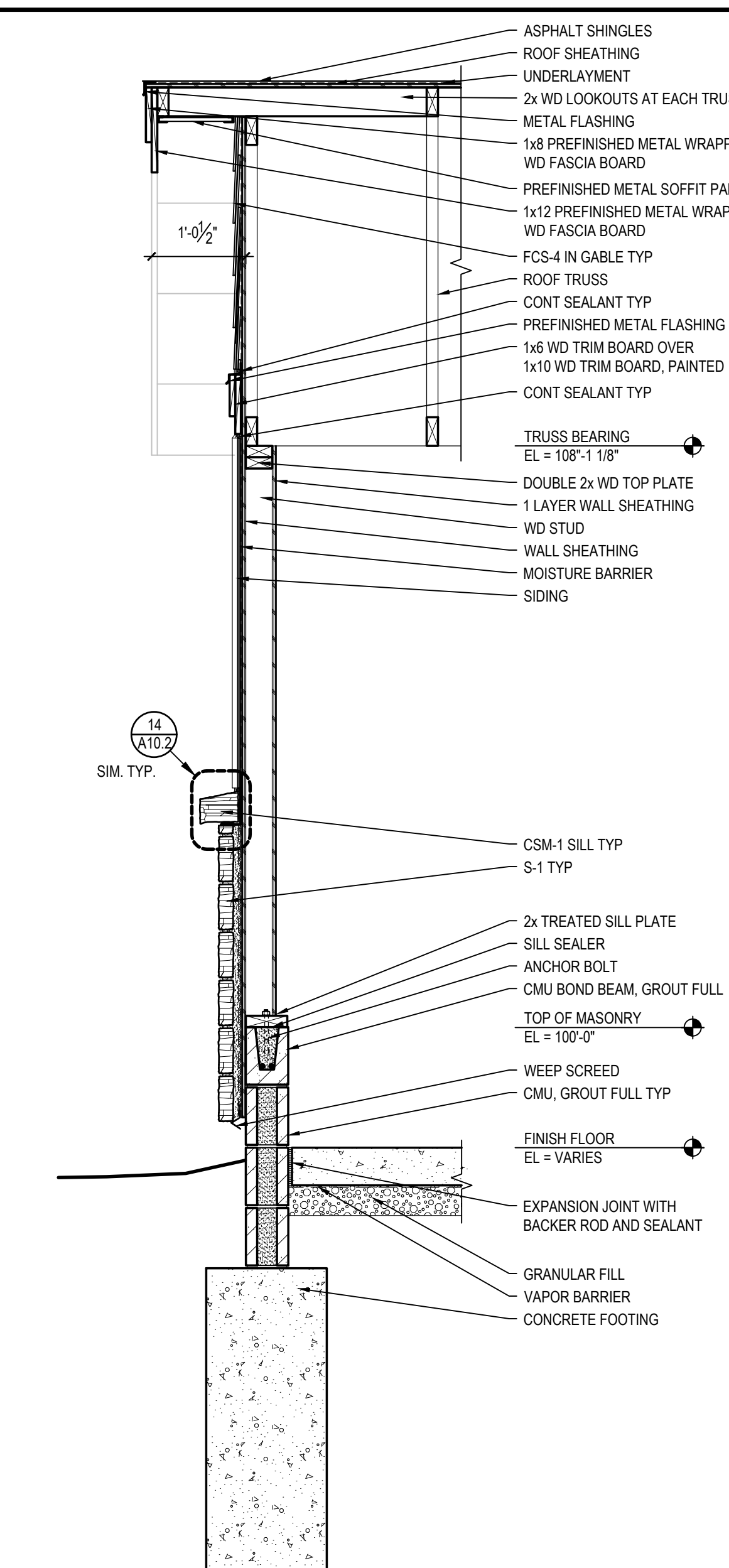
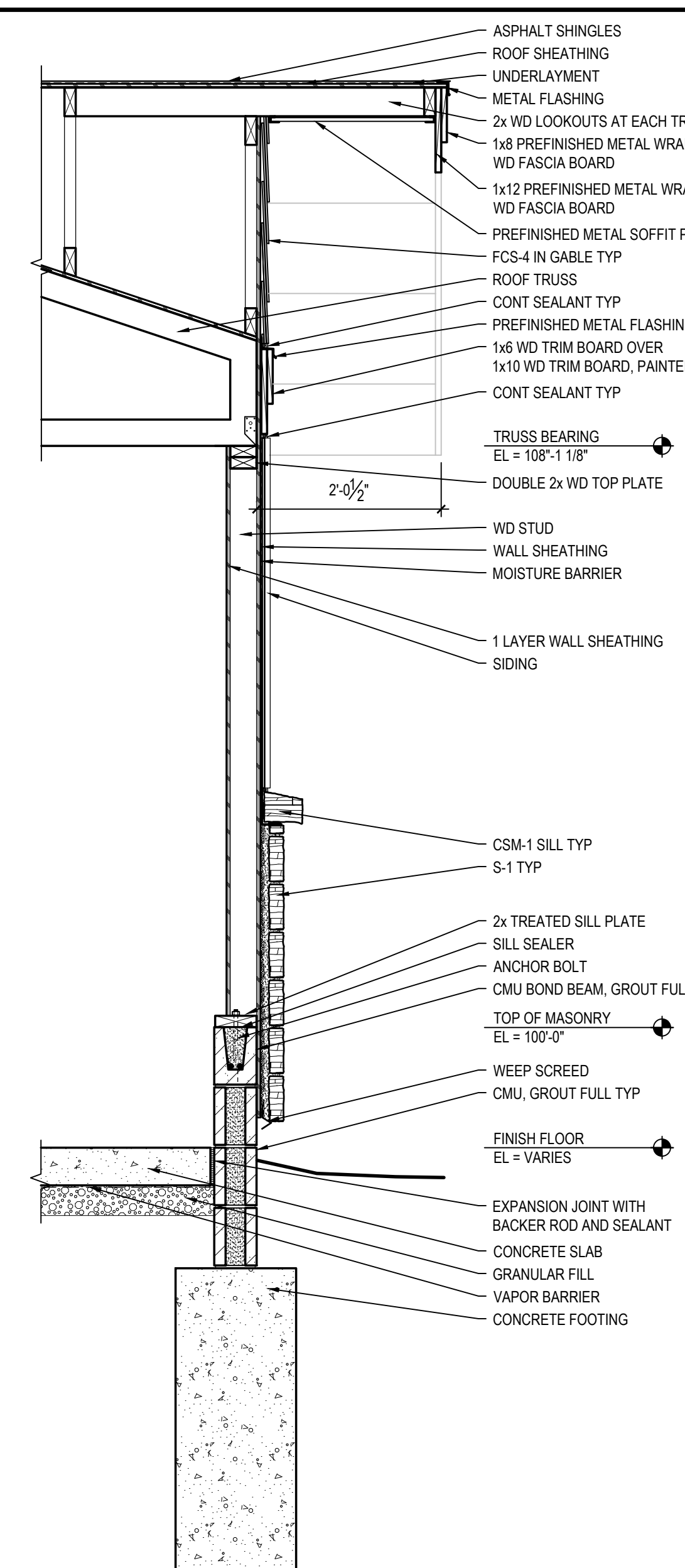
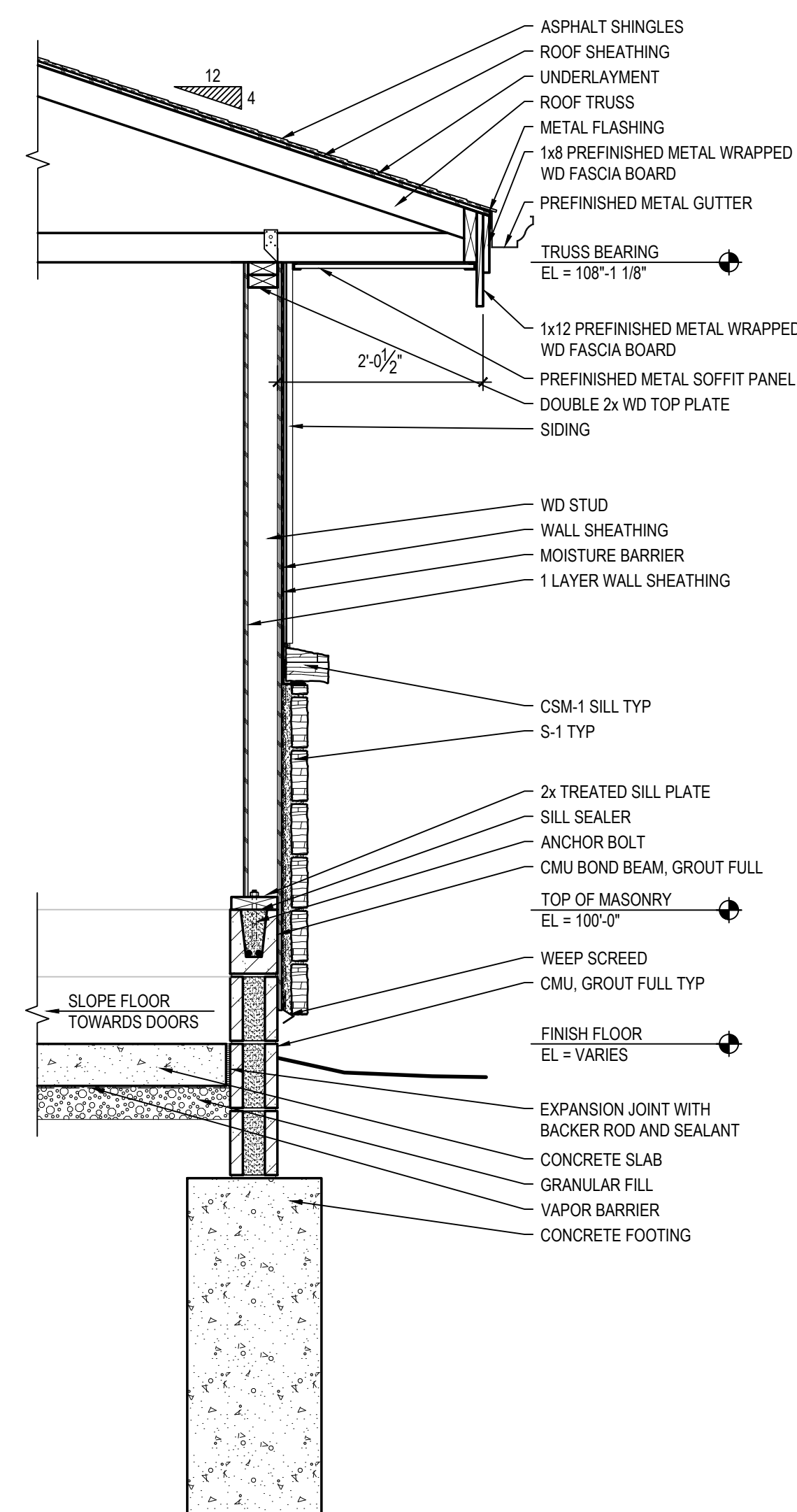
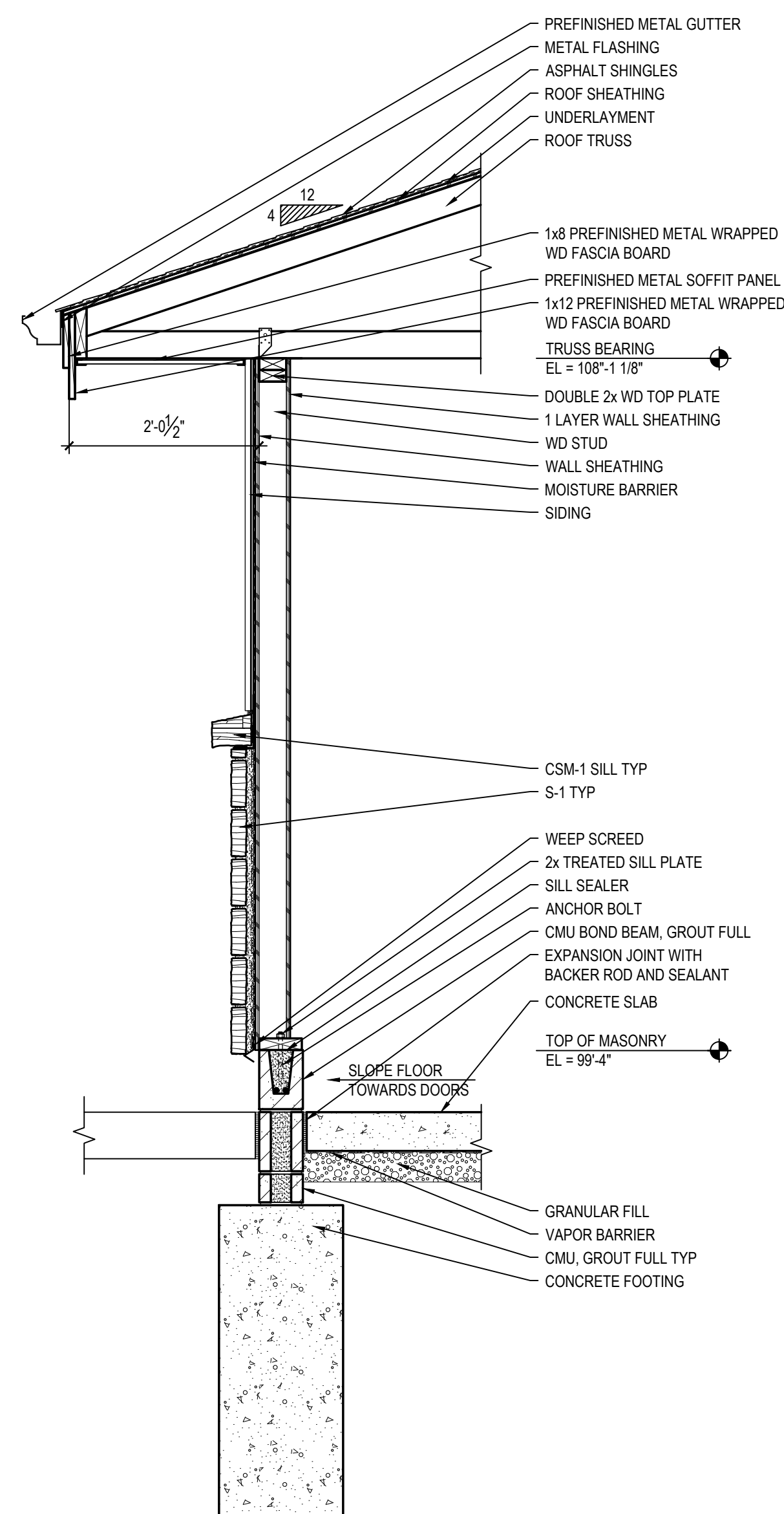
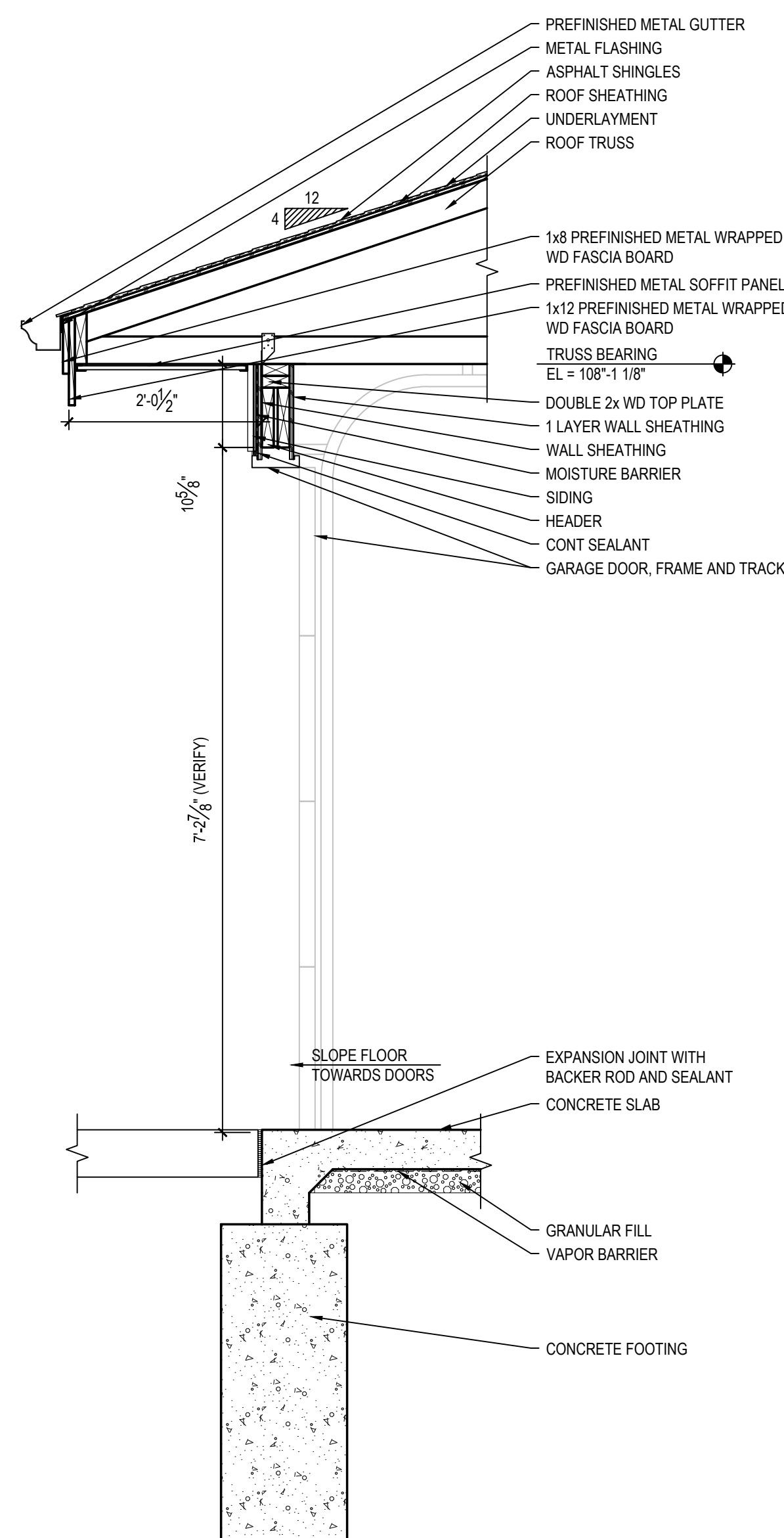


Issue Date: JANUARY 11, 2025

Revisions to the drawing set

Project Number:	0718
Drawn by:	GS
Checked by:	RWE
Sheet Name:	WALL SECTIONS

A7.2



LEGACY SENIOR APARTMENTS
WEST 63rd AVENUE & BENTON STREET
ARVADA, COLORADO 80003

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Issue Date: JANUARY 11, 202

Revisions to the drawing set

[illegible]

Project Number:	0718
Drawn by:	GS
Checked by:	RWE
Sheet Name: WALL SECTIONS	

A7.3



1 SCALE: 3/4" = 1'-0"



SCALE: 1 1/2" = 1'-0"



1 SCALE: 1 1/2" = 1'-0"



1 SCALE: 1 1/2" = 1'-0"



1) SCALE: 1 1/2" = 1'-0"



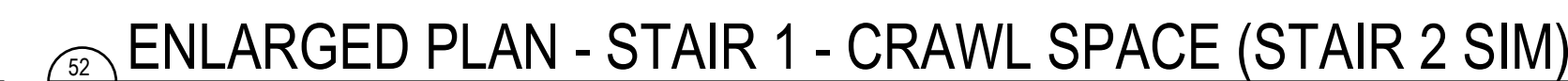
22
A8.1 SCALE: 1/4" = 1'-0"



32
A8.1 SCALE: 1/4" = 1'-0"



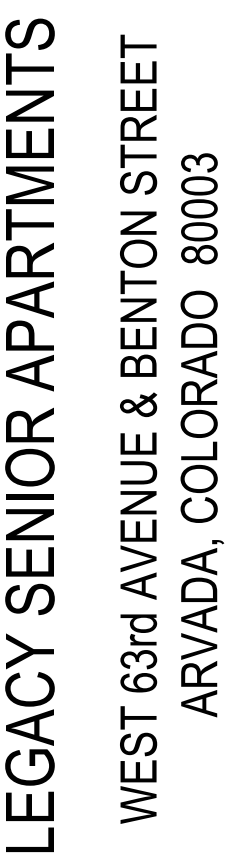
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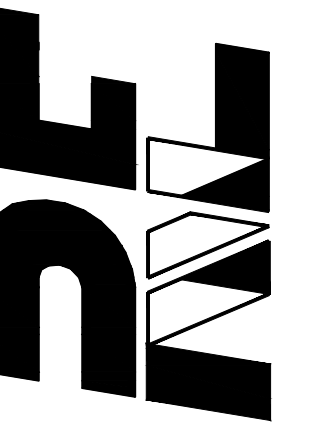
52
A8.1 SCALE: 1/4" = 1'-0"



34
A8.1 SCALE: 1/2" = 1'-0"



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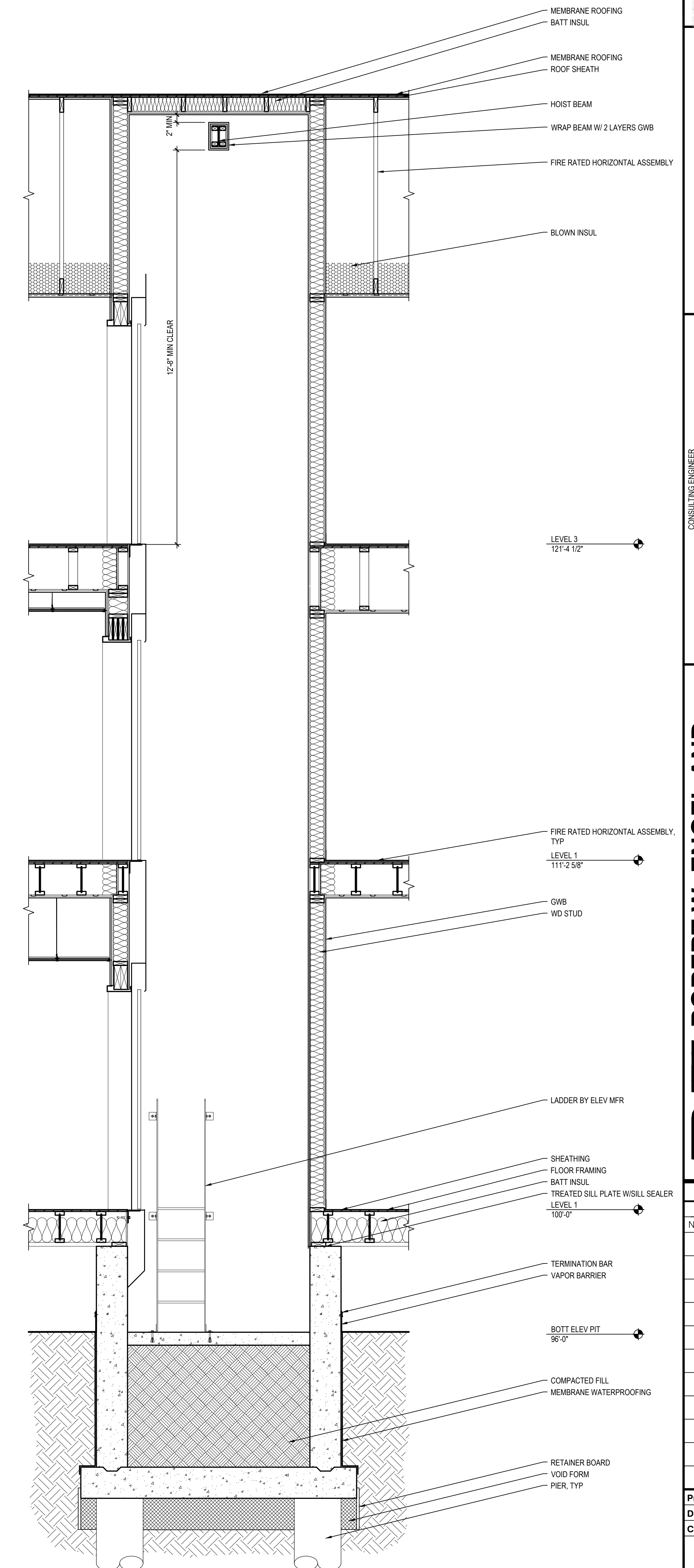
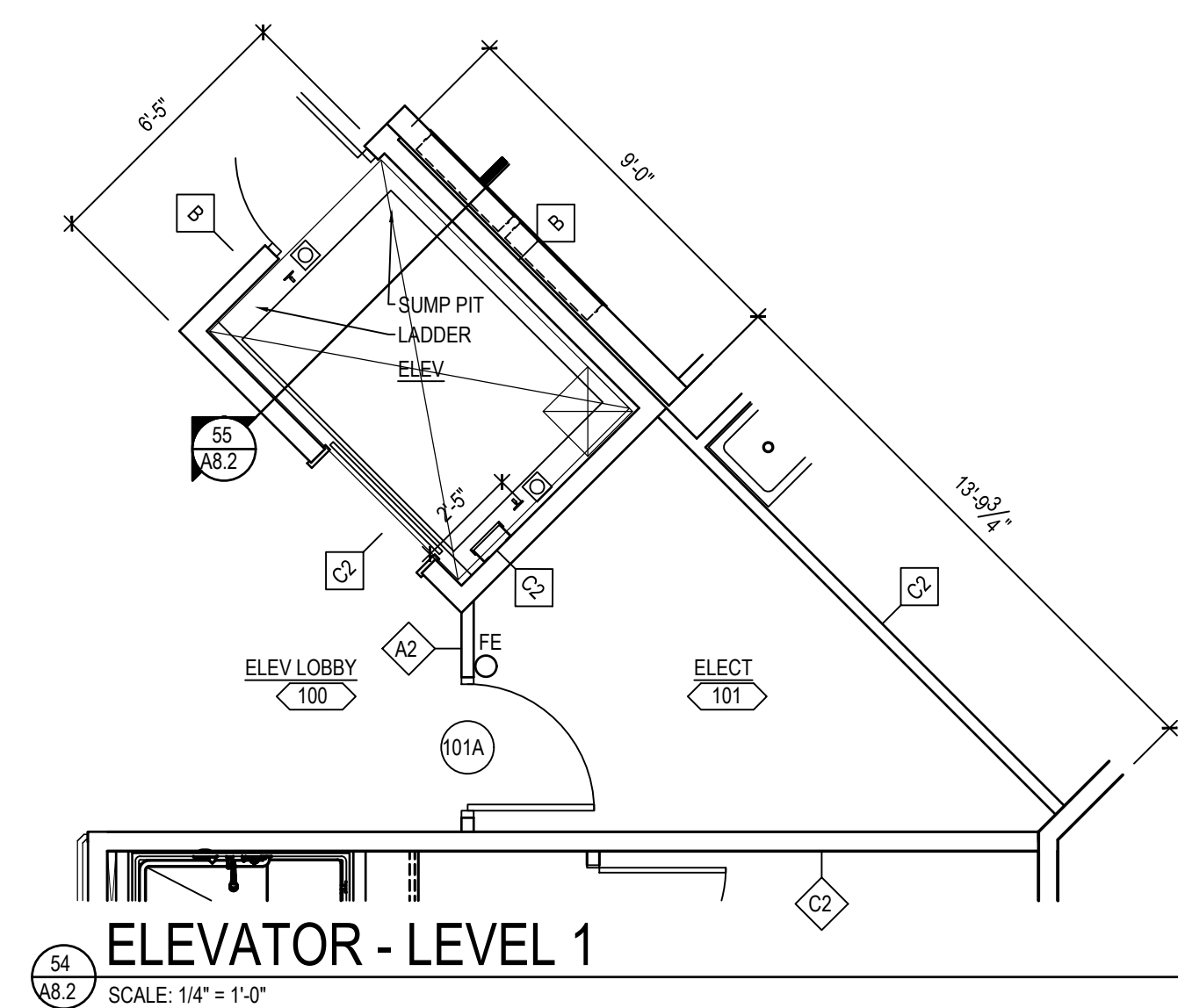
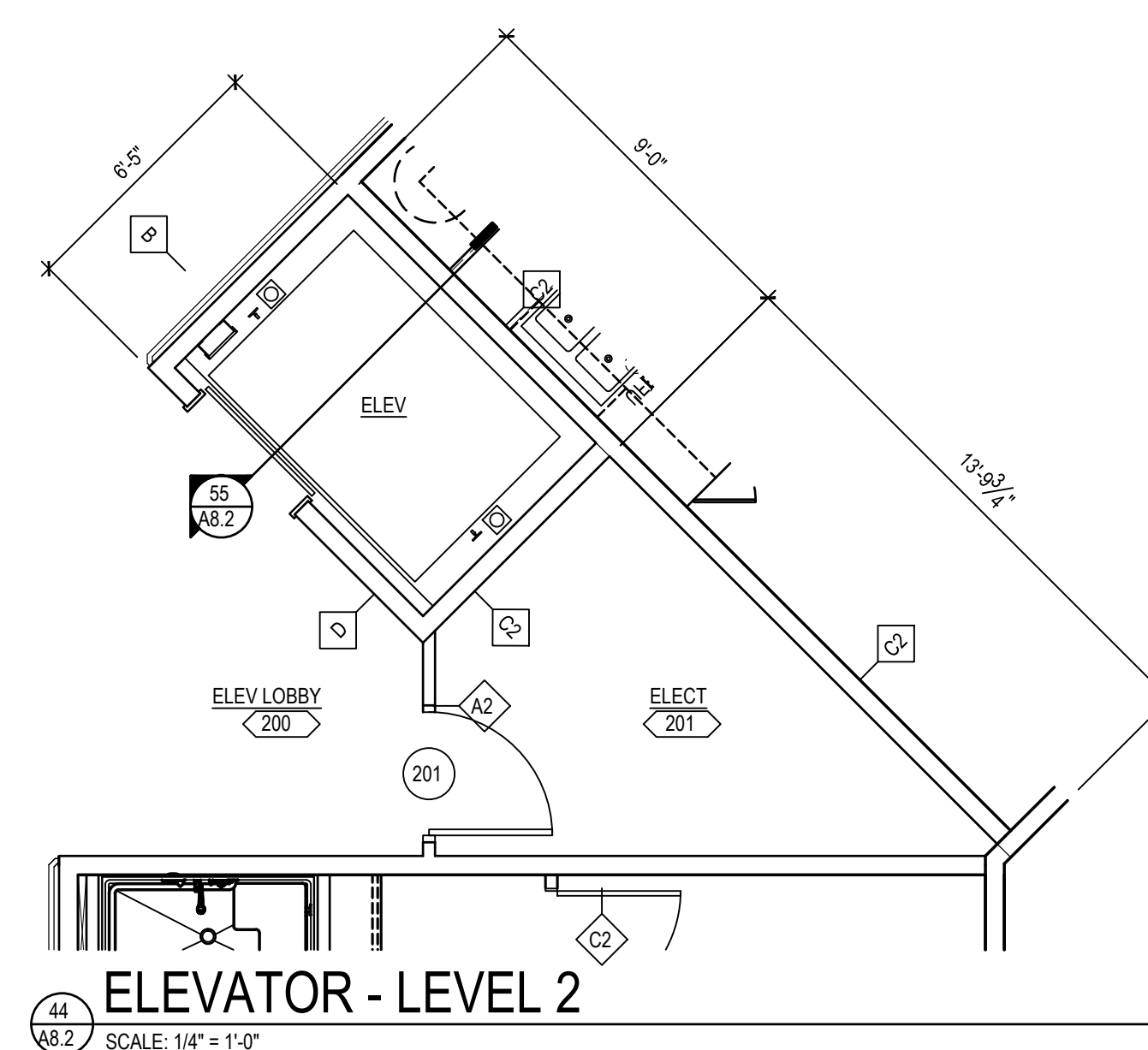
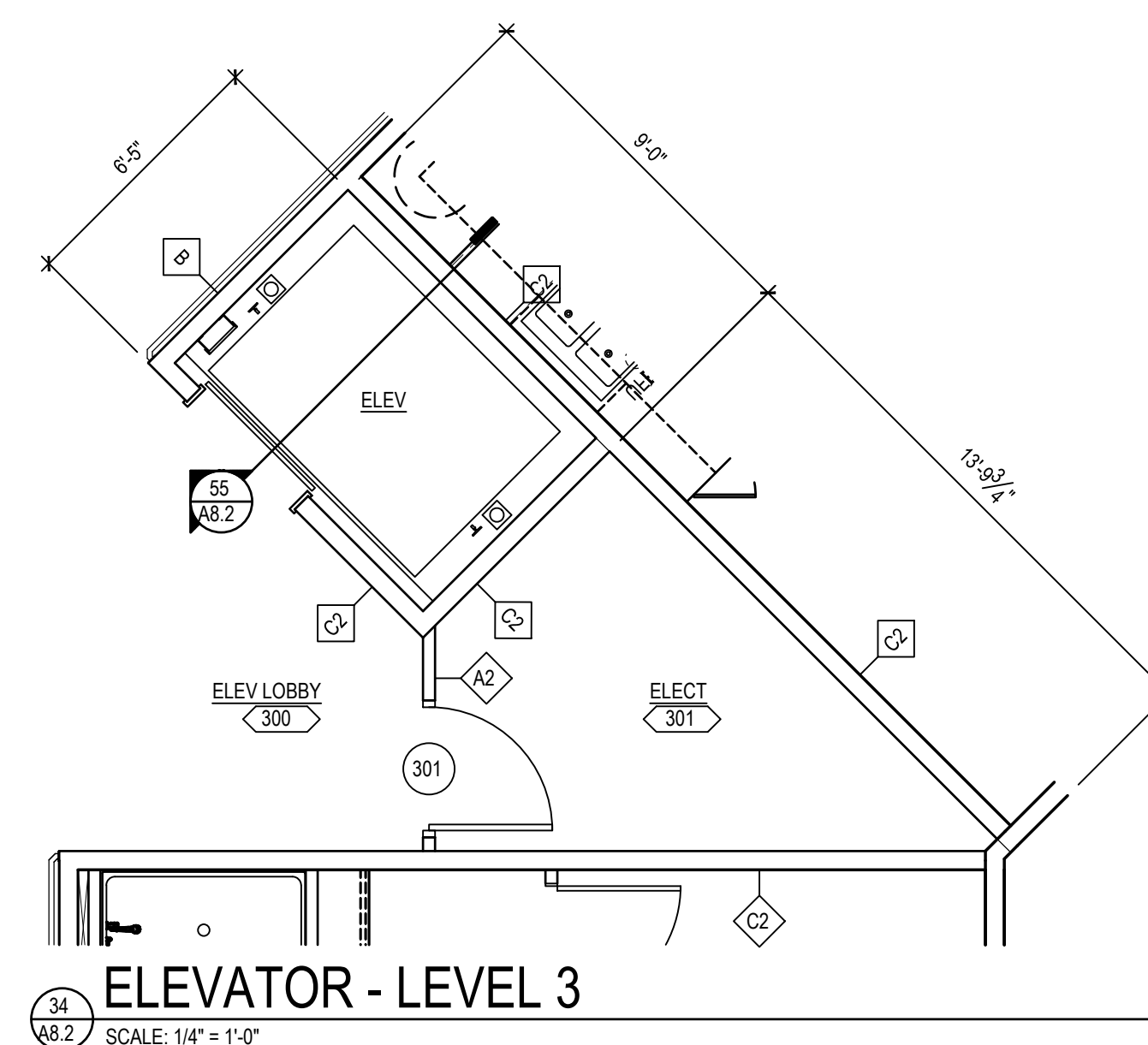
Issue Date: JANUARY 11, 202

Revisions to the drawing set

[illegible]

Project Number:	0718
Drawn by:	GS
Checked by:	RWE
Sheet Name:	
STAIR SECTION, PLANS, & DETAILS	

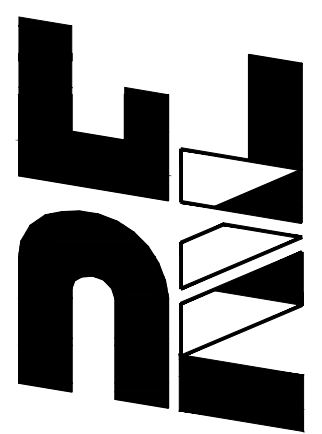
A8.1



LEGACY SENIOR APARTMENTS
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ARVADA, COLORADO 80003

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Issue Date: JANUARY 11, 2021

[illegible]

Project Number:	0718
Drawn by:	GS
Checked by:	RWE
Sheet Name:	
ELEVATOR SECTION, PLAN AND DETAILS	

A8.2

ROOM FINISH & COLOR SCHEDULE

				FLOOR		BASE		WALLS								CEILING				NOTES	
								NORTH		SOUTH		EAST		WEST							
	NO	NAME	MAT	FIN				MAT	FIN	MAT	FIN	MAT	FIN	MAT	FIN	MAT	FIN	HT			
TYPICAL APARTMENTS		FOYER	CONC	CPT-1.2	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-2	8'-0"	C2, W7, W8		
		COATS (CTS)	CONC	CPT-1.2	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-2	8'-0"	C2, W7, W8		
		KITCHEN	CONC	VSF	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-2	8'-0"	C2, W7, W8		
		LIVING ROOM	CONC	CPT-1.2	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-2	8'-0"	C2, W7, W8		
		DINING	CONC	CPT-1.2	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-2	8'-0"	C2, W7, W8		
		BEDROOMS	CONC	CPT-1.2	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-2	8'-0"	C2, W7, W8		
		CLOSETS (CLS)	CONC	CPT-1.2	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-2	8'-0"	C2, W7, W8		
		HALL	CONC	CPT-1.2	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-2	8'-0"	C2, W7, W8		
		BATH	CONC	VSF	MDF	MROGWB	P-1	MROGWB	P-1	MROGWB	P-1	MROGWB	P-1	MROGWB	P-1	MROGWB	P-2	8'-0"	C2, W7, W8		
		LINEN (LIN)	CONC	VSF	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-2	8'-0"	C2, W7, W8		
		LAUNDRY	CONC	VSF	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-2	8'-0"	C2, W7, W8		
	MECHANICAL	CONC	SEAL	MDF	GWB	-	GWB	-	GWB	-	GWB	-	GWB	-	GWB	-	8'-0"	C2, F1, W2, W7			
CRAWL SPACE	001	CRAWL SPACE	-	-	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	3'-1"			
	002	CRAWL SPACE	-	-	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	2'-6"			
	003	CRAWL SPACE	-	-	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	2'-6"			
	004	HALL	CONC	SEAL	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	8'-0"			
	005	CRAWL SPACE	-	-	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	2'-6"			
	006	CRAWL SPACE	-	-	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	2'-6"			
	007	CRAWL SPACE	-	-	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	2'-6"			
	008	CRAWL SPACE	-	-	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	2'-6"			
	009	HALL	CONC	SEAL	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	8'-0"			
	010	HALL	CONC	SEAL	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	8'-0"			
	011	CRAWL SPACE	-	-	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	2'-6"			
	012	CRAWL SPACE	-	-	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	2'-6"			
	013	CRAWL SPACE	-	-	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	2'-6"			
	015	CRAWL SPACE	-	-	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	2'-6"			
	016	HALL	CONC	SEAL	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	8'-0"			
	017	CRAWL SPACE	-	-	-	CONC	-	CONC	-	CONC	-	CONC	-	CONC	-	WD	-	3'-1"			
	LEVEL 1 COMMON AREAS	100	ELEVATOR LOBBY	CONC	CPT-3	WD	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	ATC	-	8'-0"	C5, F4, W5, W6	
101		ELECTRICAL	CONC	VCT	VB	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	ATC	-	9'-10"	C2, F1, F5, W3		
102		HALL	CONC	CPT-3	VB	GWB	P-1	GWB	P-1	-	-	-	GWB	P-1	ATC	-	8'-0"	C5, F4, M3			
103		HALL	CONC	CPT-3	WD	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	ATC	-	8'-0"	C5, F4, W5, W6, M3		
104		ELEVATOR LOBBY	CONC	CPT-3	WD	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	ATC	-	8'-0"	C5, F4, W5, W6		
105		HALL	CONC	CPT-3	WD	GWB	P-1	GWB	P-1	GWB	P-1	-	-	ATC	-	8'-0"	C5, F4, W5, M3				
106		HALL	CONC	CPT-3	VB	-	-	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	ATC	-	8'-0"	C5, F4, M3		
134		VESTIBULE	CONC	RUB	WD	GWBGL	P-1	GWBGL	P-1	GWB	P-1	GWB	P-1	GWB	P-1	9'-10"	C2, F7				
135		LOBBY	CONC	CPT-3	WD	GWB	WVCP-1	GWB	WVCP-1	GWB	WVCP-1	GWB	WVCP-1	GWB	P-1	9'-10"	C2, F4, W1, W5, W6				
136		OFFICE	CONC	CPT-3	WD	GWB	VWC	GWB	VWC	GWB	VWC	GWB	VWC	ATC	-	8'-0"	C5, F4, W5, W6				
137		SUPPLIES	CONC	CPT-3	WD	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	ATC	-	8'-0"	C5, F4, W5, W6		
138		MECHANICAL	CONC	VCT	MDF	GWB	-	GWB	-	GWB	-	GWB	-	GWB	-	9'-10"	C2, F1, F5, W3, W7				
139		MECHANICAL	CONC	VCT	MDF	GWB	-	GWB	-	GWB	-	GWB	-	GWB	-	9'-10"	C2, F1, F5, W3, W7				
140		MAIL	CONC	CPT-3	WD	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	ATC	-	8'-0"	C5, F4, W5		
141		HALL	CONC	CPT-3	WD	GWB	P-1	-	-	GWB	P-1	GWB	P-1	GWB	P-1	ATC	-	8'-0"	C5, F4, W5, M3		
142		VESTIBULE	CONC	RUB	WD	GWB	P-1	GWB	P-1	GWBGL	P-1	GWBGL	P-1	GWB	P-1	9'-10"	C2, F7				
143		WOMEN	CONC	CT	CT	MROGWB	P-1	MROGWB	P-1	MROGWB	P-1	MROGWB	P-1	MROGWB	P-1	8'-0"	C2, F6				
144		MEN	CONC	CT	CT	MROGWB	P-1	MROGWB	P-1	MROGWB	P-1	MROGWB	P-1	MROGWB	P-1	8'-0"	C2, F6				
145		HALL	CONC	CPT-3	WD	GWB	P-1	GWB	P-1	GWB	P-1	-	-	ATC	-	8'-0"	C5, F4, W5, M3				
146	VESTIBULE	CONC	RUB	WD	GWBGL	P-1	GWBGL	P-1	GWB	P-1	GWB	P-1	GWB	P-1	9'-10"	C2, F7, W6					
147	SOCIAL AREA	CONC	CPT-3	WD	GWB	VWC	GWB	VWC	GWB	VWC	GWB	VWC	ATC	-	8'-0"	C3, C5, F4, W1, W5, W6					
148	GATHERING	CONC	CPT-3	WD	GWB	VWC	GWB	VWC	GWB	VWC	GWB	VWC	ATC	-	8'-0"	C3, C5, F4, W1, W5, W6					
149	SERVING	CONC	CPT-3	WD	GWB	VWC	GWB	VWC	-	-	GWB	VWC	ATC	-	8'-0"	C6, F3, W1, W5, W6					
150	STORAGE	CONC	SEAL	-	GWB	-	GWB	-	GWB	-	GWB	-	GWB	-	8'-0"	C2, F1, F3, W3, W7					
151	STAIR 1	CONC	CPT-3	VB	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	-	C1, C2, F2, F4, F7, M1, M2					
152	STAIR 2	CONC	CPT-3	VB	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	-	C1, C2, F2, F4, F7, M1, M2					
LEVEL 2 COMMON AREAS	200	ELEVATOR LOBBY	CONC	CPT-3	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	8'-0"	C2, F4, W7, W8				
	201	ELECTRICAL	CONC	VCT	VB	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	7'-11 1/4"	C2, F1, F3, F5, W3				
	202	HALL	CONC	CPT-3	VB	GWB	P-1	GWB	P-1	GWB	P-1	-	-	ATC	-	8'-0"	C5, F4, M3				
	203	HALL	CONC	CPT-3	VB	GWB	P-1	GWB	P-1	-	-	-	-	ATC	-	8'-0"	C5, F4, M3				
	204	ELEVATOR LOBBY	CONC	CPT-3	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	8'-0"	C2, F4, W7, W8				
	205	HALL	CONC	CPT-3	VB	-	-	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	ATC	-	8'-0"	C5, F4, M3		
	206	HALL	CONC	CPT-3	VB	-	-	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	ATC	-	8'-0"	C5, F4, M3		
	232	MECHANICAL	CONC	VCT	VB	GWB	-	GWB	-	GWB	-	GWB	-	GWB	-	7'-11 1/4"	C2, F1, F3, F5, W3				
	233	EXERCISE	CONC	CPT-3	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	8'-0"	C2, F4, W7, W8				
	251	STAIR 1	CONC	CPT-3	VB	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	-	C1, C2, F2, M1, M2				
252	STAIR 2	CONC	CPT-3	VB	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	-	C1, C2, F2, M1, M2					
LEVEL 3 COMMON AREAS	300	ELEVATOR LOBBY	CONC	CPT-3	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	8'-0"	C2, F4, W7, W8				
	301	ELECTRICAL	CONC	VCT	VB	GWB	-	GWB	-	GWB	-	GWB	-	GWB	-	7'-11 1/4"	C2, F1, F3, F5, W3				
	302	HALL	CONC	CPT-3	VB	GWB	P-1	GWB	P-1	GWB	P-1	-	-	ATC	-	8'-0"	C5, F4, M3				
	303	HALL	CONC	CPT-3	VB	GWB	P-1	GWB	P-1	-	-	-	-	ATC	-	8'-0"	C5, F4, M3				
	304	ELEVATOR LOBBY	CONC	CPT-3	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	8'-0"	C2, F4, W7, W8				
	305	HALL	CONC	CPT-3	VB	-	-	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	ATC	-	8'-0"	C5, F4, M3		
	306	HALL	CONC	CPT-3	VB	-	-	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	ATC	-	8'-0"	C5, F4, M3		
	332	MECHANICAL	CONC	VCT	VB	GWB	-	GWB	-	GWB	-	GWB	-	GWB	-	7'-11 1/4"	C2, F1, F3, F5, W3				
	333	MULTI-PURPOSE ROOM	CONC	CPT-3	MDF	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	8'-0"	C2, F4, W7, W8				
	351	STAIR 1	CONC	CPT-3	VB	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	-	C1, C2, F2, M1, M2				
352	STAIR 2	CONC	CPT-3	VB	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	GWB	P-1	-	C1, C2, F2, M1, M2					

SPECIFIC ROOM FINISH SCHEDULE NOTES:

CEILING NOTES:

- C1 GWB BETWEEN STRINGERS AND UNDER LANDINGS AT STAIRS (P-1)
C2 1-LAYERS OF 5/8" GWB TYPE 'X' (P-1) OVER 1/2" RESILIENT CHANNELS
C3 6" RED OAK CROWN MOULDING (STAINED)
C4 2-LAYERS 5/8" GWB TYPE 'X' (P-1)
C5 2X2 ACOUSTICAL TILE CEILING PANELS AND GRID
C6 2X2 ACOUSTICAL TILE CEILING PANELS AND GRID (VINYL COATED)

FLOOR NOTES:

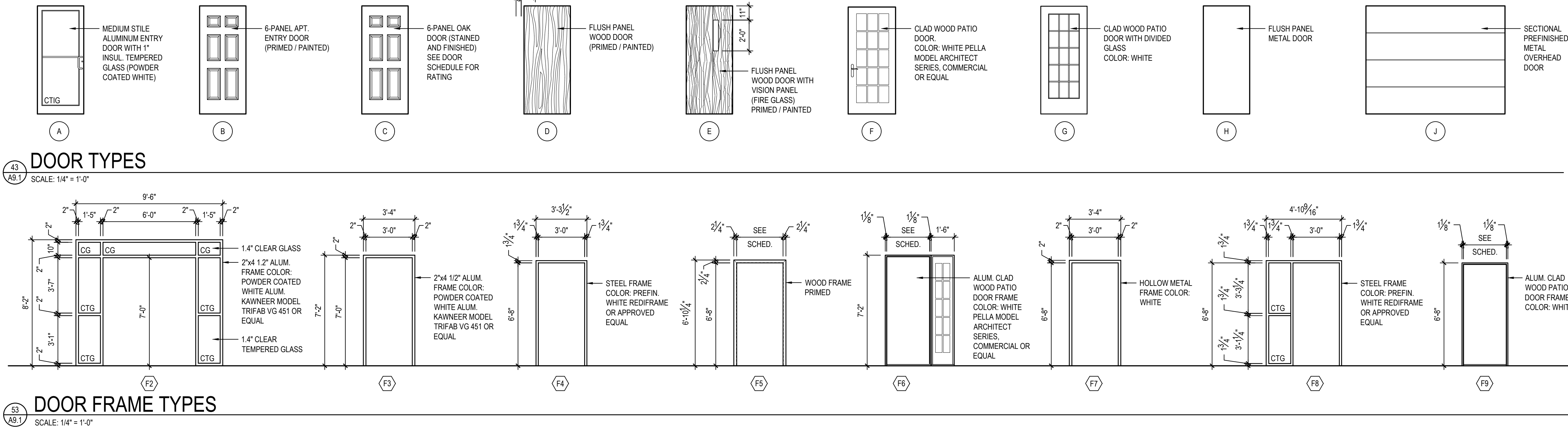
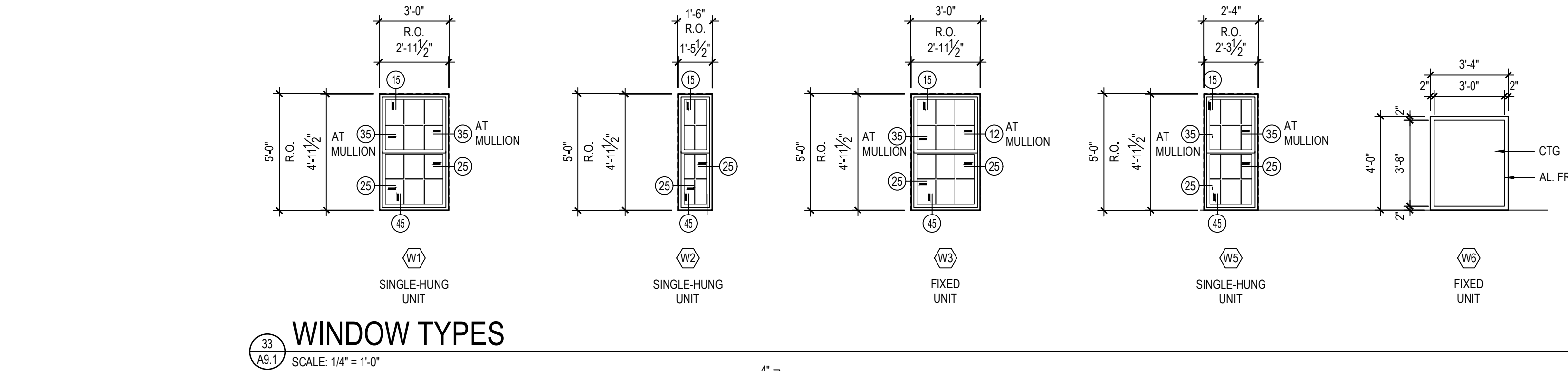
- F1 SLOPE FLOOR TO DRAIN, FLOOR DRAIN SHALL BE A MINIMUM 1" LOWER THAN TOP OF THRESHOLD, CURB, OR FLOOR LINE AT PERIMETER OF SPACE.
F2 VINYL TREAD AND STAIR NOSING, CARPET ON RISER
F3 VINYL BASE AT GWB ONLY
F4 12"X12" CARPET TILE SQUARES, COLOR TO BE SELECTED BY OWNER
F5 12"X12" VINYL COMPOSITE FLOOR TILE, COLOR TO BE SELECTED BY OWNER
F6 12"X12" CERAMIC FLOOR TILE, COLOR TO BE SELECTED BY OWNER
F7 RUBBER WALK-OFF MAT AT 1ST LEVEL

WALL NOTES:

- W1 VINYL WALLCOVERING ABOVE PAINTED POPLAR CHAIR RAIL MOUNT CHAIR RAIL AT 36" ABOVE FINISH FLOOR
W2 FINISH TAPE AND SAND SMOOTH.
W3 FIRE TAPE AND SAND SMOOTH.
W4 CERAMIC TILE TO 4'-0" A.F.F. COLOR TO BE SELECTED BY OWNER.
W5 4" HIGH RED OAK WALL BASE (STAINED).
W6 RED OAK WALL TRIM (STAINED).
W7 4" HIGH MDF WALL BASE (PRIMED).
W8 MDF TRIM (PRIMED).
M1 PAINT RAILINGS (MATCH WALL COLOR)
M2 PAINT STRINGERS (MATCH WALL COLOR)
M3 STAIN HANDRAILS (MATCH WOOD BASE STAIN)

ROOM FINISH SCHEDULE GENERAL NOTES:

1. CEILING HEIGHTS AS NOTED IN THE ROOM FINISH SCHEDULE ARE MEASURED FROM FINISH FLOOR OF SCHEDULED ROOM.
2. WHERE FLOOR FINISH CHANGES FROM ONE ROOM TO ANOTHER, SET JOINT OF THE MATERIALS AT THE CENTER OF THE COMMUNICATING DOOR.
3. FURNISH AND INSTALL VINYL REDUCER STRIPS WHERE CARPET TRANSITIONS TO A CONCRETE, VINYL OR TILE FLOOR.
4. CARPET FOR THE ELEVATOR CAB TO BE SELECTED BY OWNER FROM MANUFACTURER'S STANDARD COLORS.
5. WALL FINISH FOR THE ELEVATOR CAB TO BE LAMINATE SELECTED BY OWNER FROM MANUFACTURER'S STANDARD COLORS.
6. PROVIDE SHOE BASE IN MATERIAL SPECIFIED FOR AREA AT LOCATIONS RECEIVING SHEET VINYL.
7. VINYL FLOORING LOCATED IN UNITS AND SERVING AREA SHALL BE INSTALLED UNDER ALL CASEWORK PRIOR TO THE INSTALLATION OF CASEWORK.



DOOR & FRAME SCHEDULE

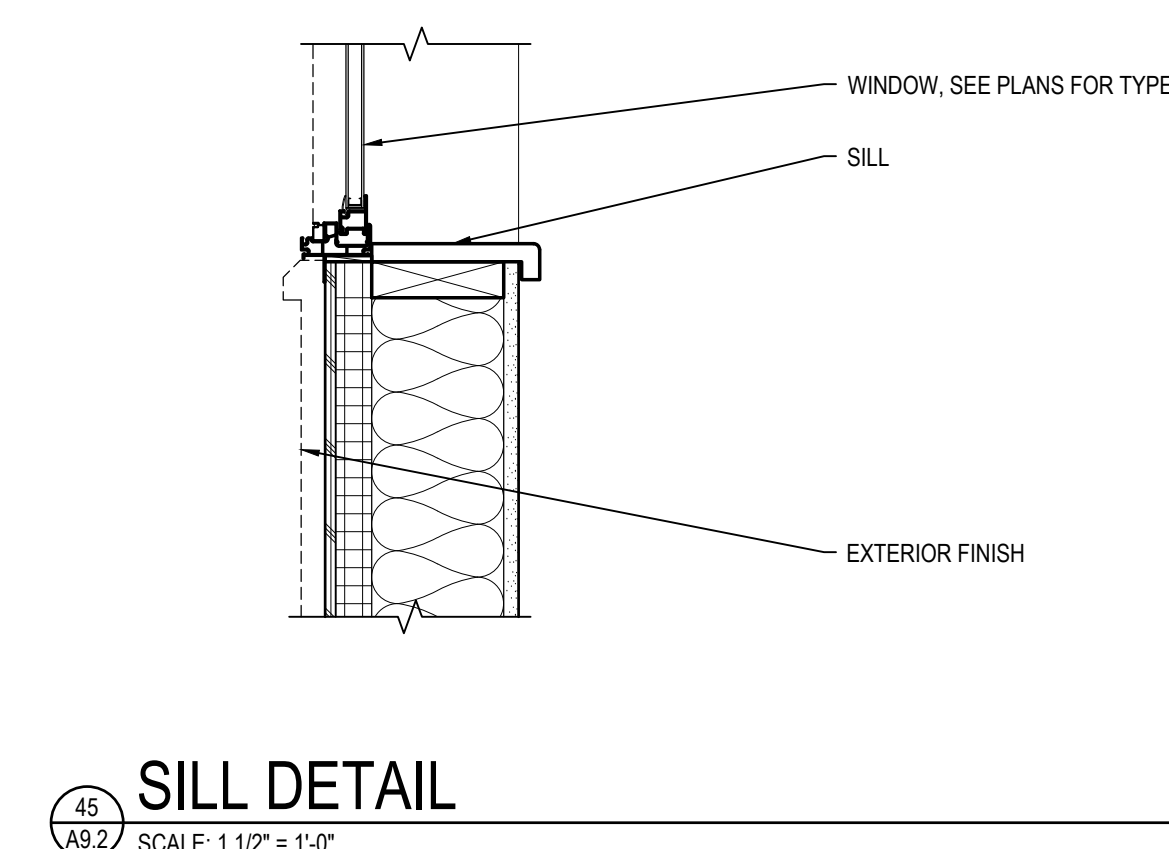
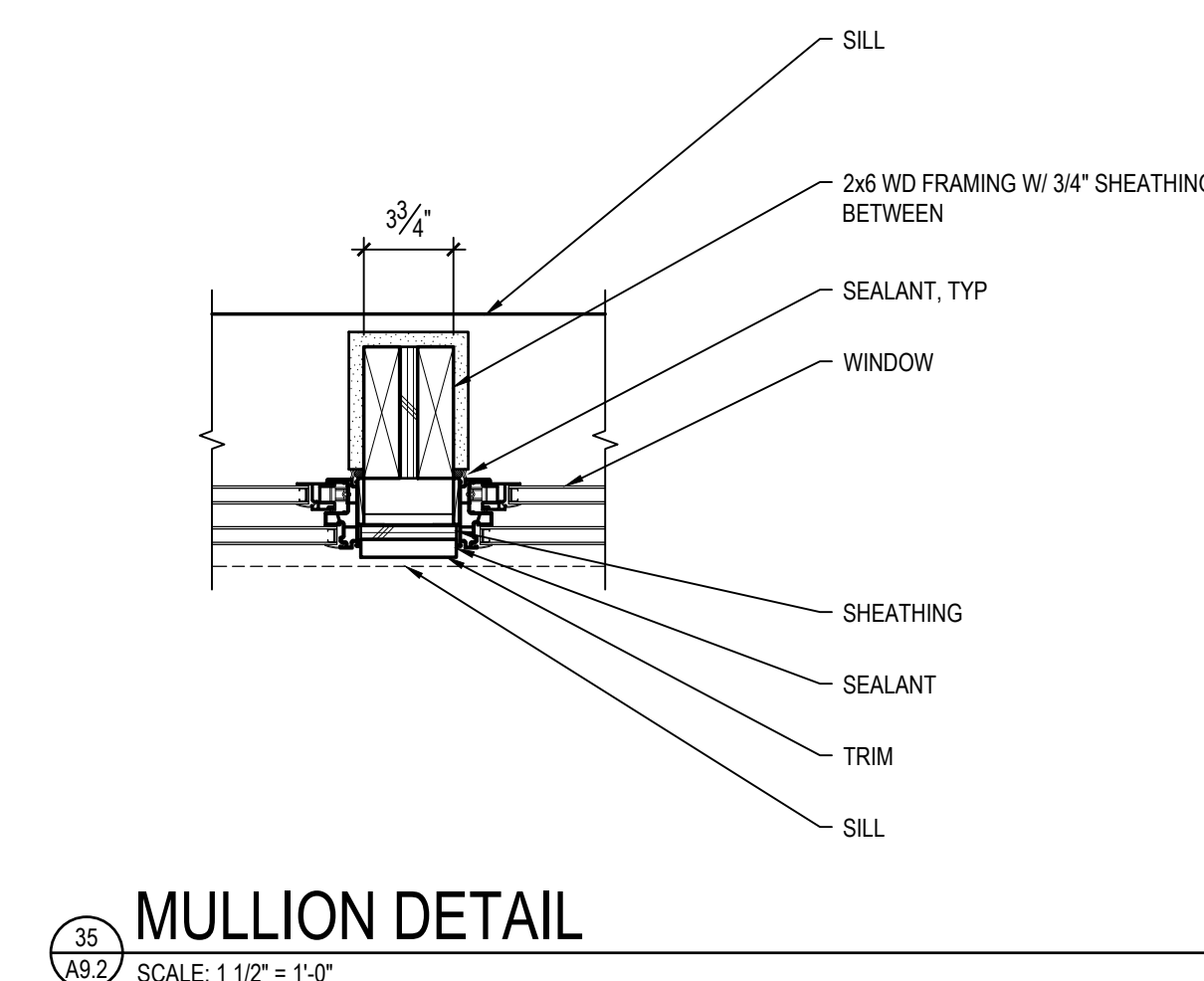
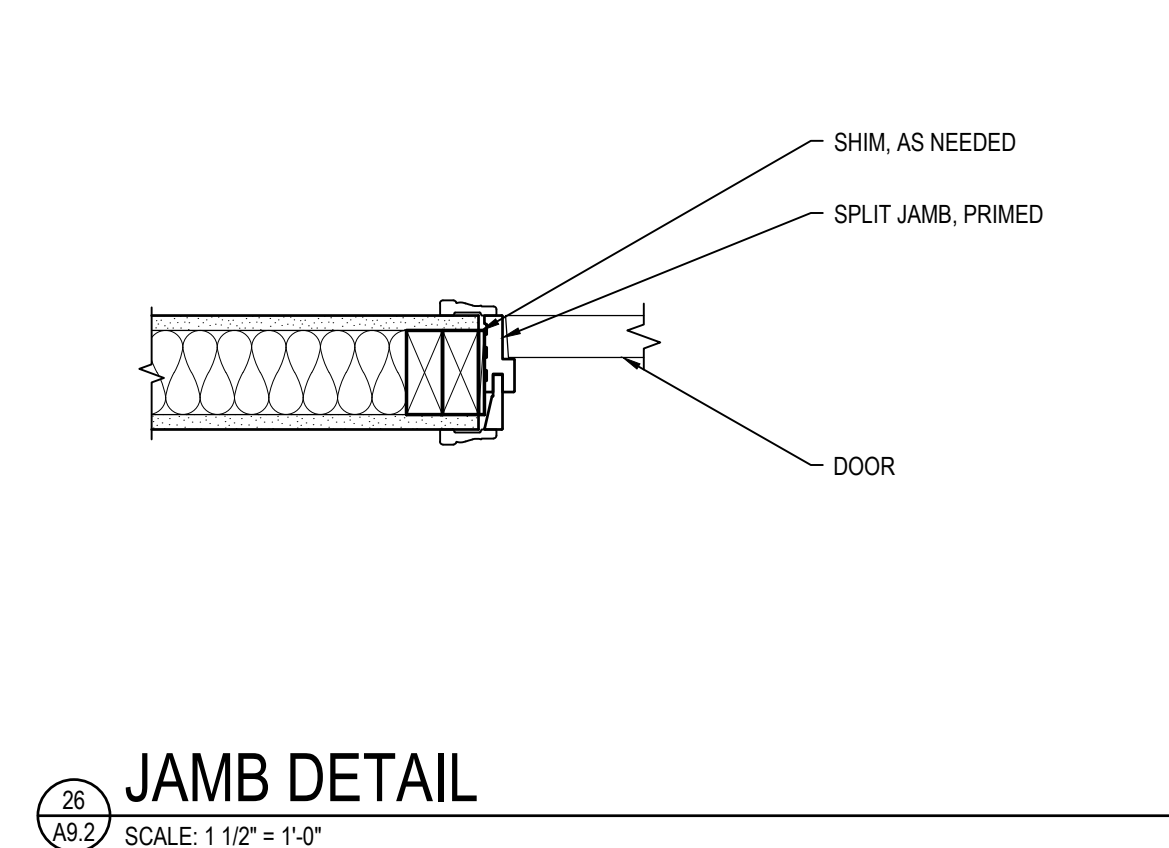
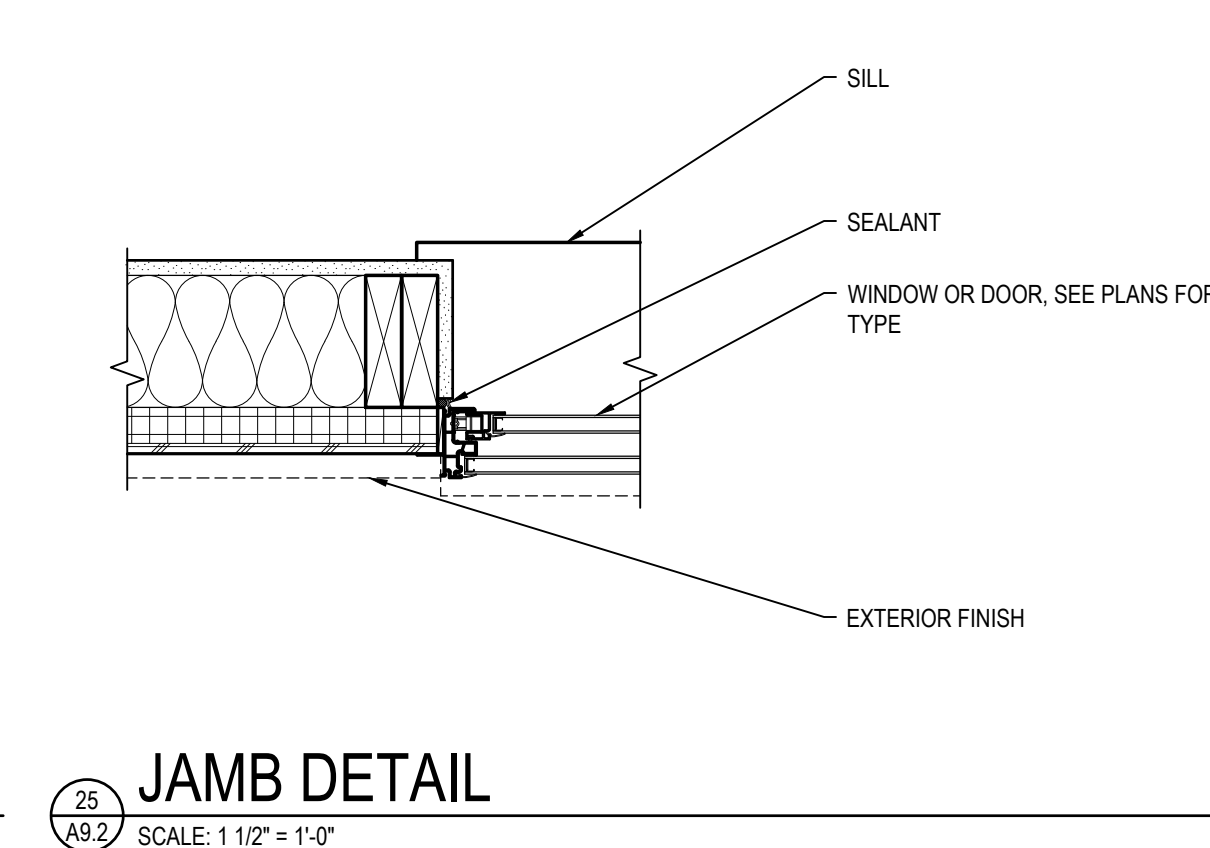
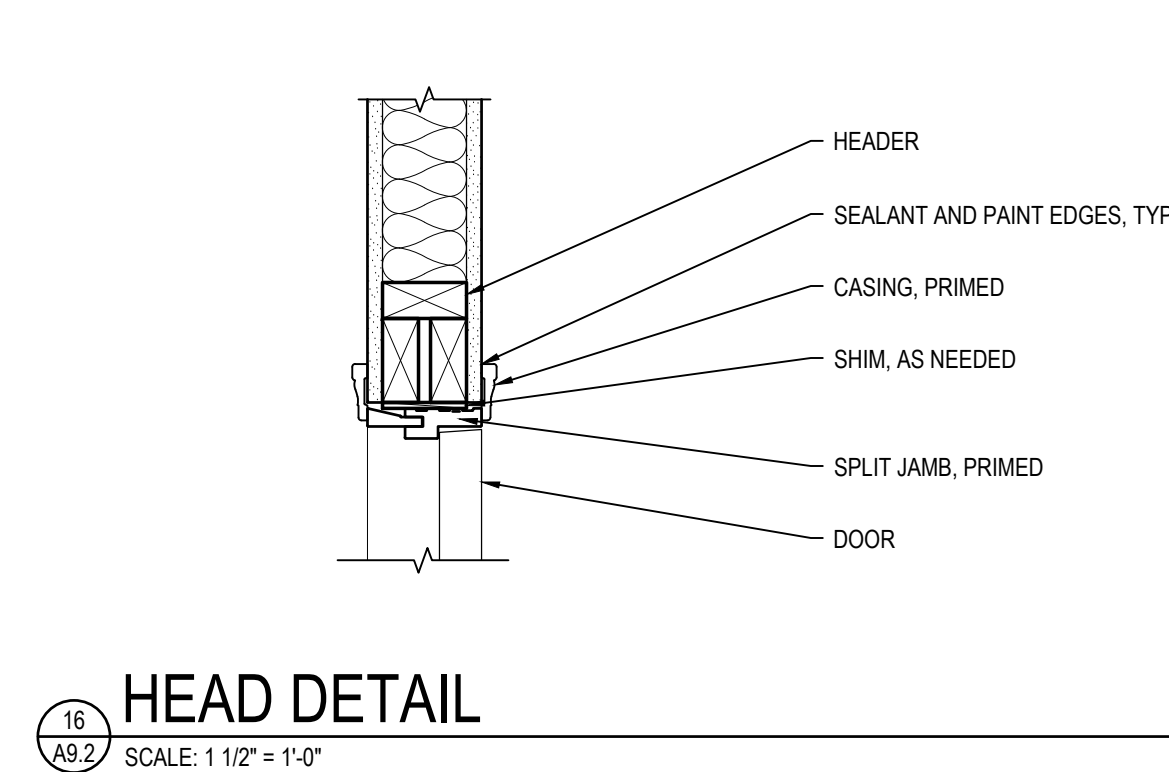
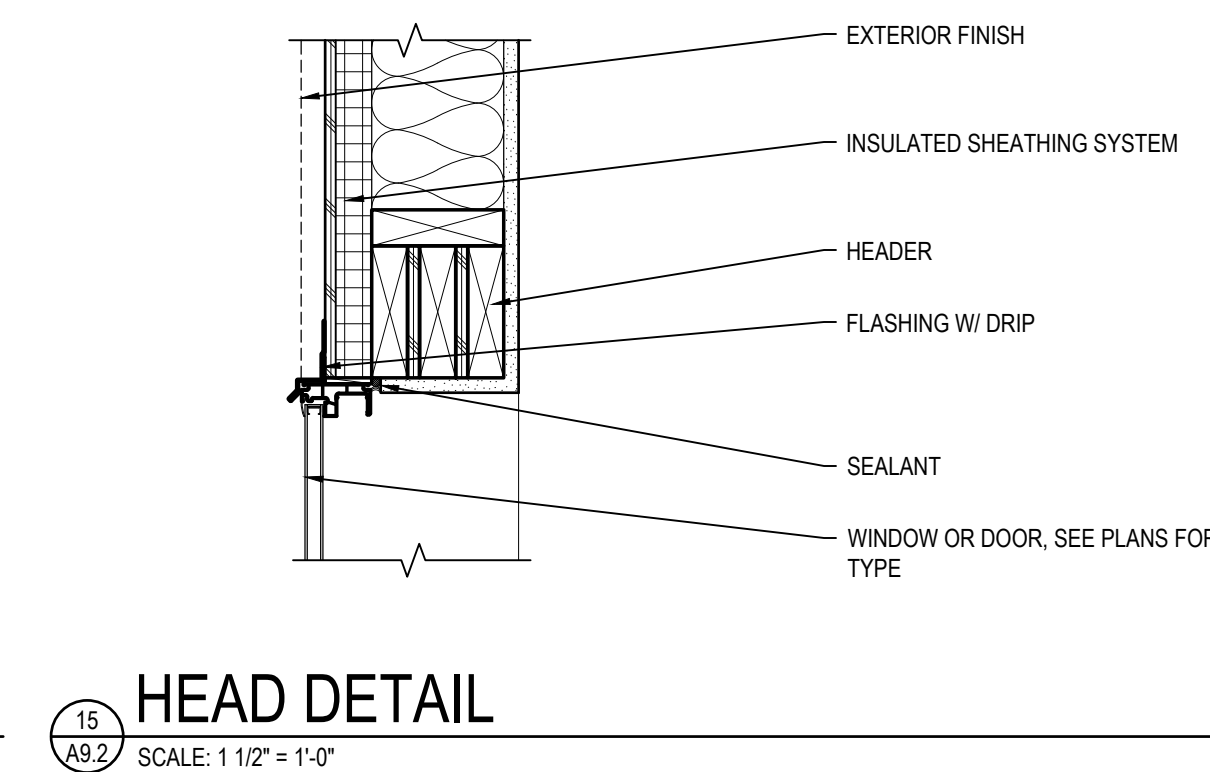
DOOR	FRAME										DETAILS				HARDWARE SET	RTG	NOTES	
	NO	WIDTH	HEIGHT	THK	TYPE	MAT	FINISH	TYPE	MAT	OTH	RUB	LIB	HD	SILL				
TYPICAL APARTMENTS	1	3'-0"	6'-8"	1 3/4"	B	SC WD	PRIMED WHITE	F4	STL	7'-10"	24	24	14	-	16	20 MN		
	2	2'-0"	6'-8"	1 5/8"	D	HC WD	PRIMED WHITE	F5	WD	4'-3 1/4"	26	26	16	-	17	-		
	3	PR 2'-0"	6'-8"	1 5/8"	-	HC WD	PRIMED WHITE	F5	WD	4'-3 1/4"	26	26	16	-	18	-	UNDERCUT DOORS 1"	
	4	PR 2'-0"	6'-8"	1 5/8"	D	HC WD	PRIMED WHITE	F5	WD	4'-3 1/4"	26	26	16	-	20	-		
	5	3'-0"	6'-8"	1 5/8"	D	HC WD	PRIMED WHITE	F5	WD	4'-3 1/4"	26	26	16	-	19	-		
	6	1'-4"	6'-8"	1 5/8"	D	HC WD	PRIMED WHITE	F5	WD	4'-3 1/4"	26	26	16	-	17	-		
	7	2'-0"	6'-8"	1 5/8"	D	HC WD	PRIMED WHITE	F5	WD	4'-3 1/4"	26	26	16	-	17	-		
	8	3'-0"	6'-8"	1 5/8"	D	HC WD	PRIMED WHITE	F5	WD	4'-3 1/4"	26	26	16	-	19	-		
	9	PR 2'-0"	6'-8"	1 5/8"	D	HC WD	PRIMED WHITE	F5	WD	4'-3 1/4"	26	26	16	-	20	-		
	10	PR 2'-0"	6'-8"	1 5/8"	D	HC WD	PRIMED WHITE	F5	WD	4'-3 1/4"	26	26	16	-	21	-		
	11	3'-0"	6'-8"	1 5/8"	D	HC WD	PRIMED WHITE	F5	WD	4'-3 1/4"	26	26	16	-	18	-		
	12	3'-0"	6'-8"	1 3/4"	G	CLAD	PAINTED	F9	WD	5'-0"	25	25	15	36	-	-		
COMMON SPACE	009	3'-0"	6'-8"	1 3/4"	H	HM	PRIMED WHITE	F4	HM	5'-3 1/4"	24	24	14	-	7	90 MN		
MAIN LEVEL COMMON AREAS	100	4'-0"	6'-8"	1 3/4"	C	SC WD	STAINED	F4	STL	7'-10"	24	24	14	-	9	80 MN		
	101A	3'-0"	6'-8"	1 3/4"	H	HM	PRIMED WHITE	F7	HM	5'-3 1/4"	24	24	14	-	8	80 MN		
	101B	3'-0"	7'-0"	1 3/4"	H	HM	PRIMED WHITE	F7	HM	7'-10"	24	24	14	-	7	80 MN		
	102	3'-0"	6'-8"	1 3/4"	E	SC WD	PRIMED WHITE	F4	STL	6"	24	24	14	-	10	80 MN		
	104	4'-0"	6'-8"	1 3/4"	C	SC WD	STAINED	F4	STL	7'-10"	24	24	14	-	9	80 MN		
	105	4'-0"	7'-0"	1 3/4"	E	SC WD	PRIMED WHITE	F7	STL	7'-10"	24	24	14	-	7	80 MN		
	106	3'-0"	6'-8"	1 3/4"	E	SC WD	PRIMED WHITE	F4	STL	6"	24	24	14	-	10	80 MN		
	134	PR 2'-6"	7'-0"	-	-	-	-	-	AL	-	25	25	15	-	-	-		
	135	PR 2'-0"	7'-0"	-	-	-	-	-	-	-	-	-	-	-	2	-		
	136A	3'-0"	6'-8"	1 3/4"	C	SC WD	STAINED	F8	STL	4'-3 1/4"	24	24	14	-	6	20 MN		
	136B	3'-0"	7'-0"	1 3/4"	C	SC WD	PRIMED WHITE	F7	HM	7'-10"	24	24	14	-	7	80 MN		
	137	3'-0"	6'-8"	1 3/4"	D	SC WD	STAINED	F4	STL	4'-3 1/4"	24	24	14	-	7	-		
	138	PR 2'-8"	6'-8"	1 3/4"	C	SC WD	PRIMED WHITE	F4	STL	6'-3 1/4"	24	24	14	-	11	80 MN		
	139	3'-0"	6'-8"	1 3/4"	D	SC WD	STAINED	F4	STL	5'-3 1/4"	24	24	14	-	7	80 MN		
	141	3'-0"	7'-0"	1 3/4"	E	SC WD	PRIMED WHITE	F4	STL	6"	24	24	14	-	10	80 MN		
	142	3'-0"	6'-8"	1 3/4"	A	AL	-	F3	AL	4'-10 1/2"	25	25	15	-	3	-		
	143	4'-0"	6'-8"	1 3/4"	C	SC WD	STAINED	F4	STL	7'-10"	24	24	14	-	9	20 MN		
	144	3'-0"	6'-8"	1 3/4"	C	SC WD	STAINED	F4	STL	7'-10"	24	24	14	-	13	20 MN		
	145	3'-0"	6'-8"	1 3/4"	A	AL	-	F3	AL	4'-10 1/2"	-	-	-	-	4	-		
	146	3'-0"	7'-0"	1 3/4"	A	AL	-	F3	AL	4'-10 1/2"	25	25	15	-	3	-		
	147A	PR 3'-6"	7'-0"	1 3/4"	C	SC WD	STAINED	F4	STL	6'-3 1/4"	24 SIM	24 SIM	14 SIM	-	12	20 MN		
	147B	3'-0"	6'-11 1/8"	1 3/4"	F	CLAD	STAINED	F6	WD	5'-0"	25	25	15	-	5	-		
	148A	PR 3'-6"	7'-0"	1 3/4"	C	SC WD	STAINED	F4	STL	6'-3 1/4"	24 SIM	24 SIM	14 SIM	-	12	20 MN		
	148B	3'-0"	6'-11 1/8"	1 3/4"	F	CLAD	STAINED	F6	WD	5'-0"	25	25	15	-	5	-		
	150	3'-0"	6'-8"	1 3/4"	H	HM	PAINTED	F7	HM	5'-3 1/4"	25	25	15	-	14	-		
	151	2'-0"	7'-0"	1 3/4"	A	AL	-	F3	AL	4'-10 1/2"	24	24	14	-	3	-		
	152	3'-0"	7'-0"	1 3/4"	A	AL	-	F3	AL	4'-10 1/2"	25	25	15	-	3	-		
	G100	9'-0"	7'-0"	2	Z	J	STL	-	STL	-	25	25	15	-	22	-		
	G101	10'-0"	7'-0"	2	Z	J	STL	-	STL	-	-	-	-	-	22	-		
	G102	3'-0"	7'-0"	1 3/4"	H	HM	PAINTED	F7	HM	5'-3 1/4"	-	-	-	-	14	-		
	SECOND FLOOR COMMON AREAS	200	4'-0"	6'-8"	1 3/4"	D	SC WD	PRIMED WHITE	F4	STL	7'-10"	24	24	14	-	9	80 MN	
		201	3'-0"	6'-8"	1 3/4"	H	HM	PRIMED WHITE	F4	HM	5'-3 1/4"	24	24	14	-	8	80 MN	
		202	3'-0"	6'-8"	1 3/4"	E	SC WD	PRIMED WHITE	F4	STL	6"	24	24	14	-	10	80 MN	
203		4'-0"	6'-8"	1 3/4"	D	SC WD	PRIMED WHITE	F4	STL	7'-10"	24	24	14	-	9	80 MN		
205		4'-0"	7'-0"	1 3/4"	E	SC WD	PRIMED WHITE	F7	STL	7'-10"	24	24	14	-	7	80 MN		
206		3'-0"	6'-8"	1 3/4"	E	SC WD	PRIMED WHITE	F4	STL	6"	24	24	14	-	10	80 MN		
232		3'-0"	6'-8"	1 3/4"	D	SC WD	PRIMED WHITE	F4	STL	7'-10"	24	24	14	-	7	80 MN		
233		PR 3'-0"	6'-8"	1 3/4"	D	SC WD	PRIMED WHITE	F4	STL	7'-10"	24	24	14	-	15	20 MN		
THIRD FLOOR COMMON AREAS	300	4'-0"	6'-8"	1 3/4"	D	SC WD	PRIMED WHITE	F4	STL	7'-10"	24	24	14	-	9	80 MN		
	301	3'-0"	6'-8"	1 3/4"	H	HM	PRIMED WHITE	F4	HM	5'-3 1/4"	24	24	14	-	8	80 MN		
	302	3'-0"	6'-8"	1 3/4"	E	SC WD	PRIMED WHITE	F4	STL	6"	24	24	14	-	10	80 MN		
	304	4'-0"	6'-8"	1 3/4"	D	SC WD	PRIMED WHITE	F4	STL	7'-10"	24	24	14	-	9	80 MN		
	305	4'-0"	7'-0"	1 3/4"	E	SC WD	PRIMED WHITE	F7	STL	7'-10"	24	24	14	-	7	80 MN		
	306	3'-0"	6'-8"	1 3/4"	E	SC WD	PRIMED WHITE	F4	STL	6"	24	24	14	-	10	80 MN		
	332	3'-0"	6'-8"	1 3/4"	D	SC WD	PRIMED WHITE	F4	STL	7'-10"	24	24	14	-	7	80 MN		
	333	PR 3'-0"	6'-8"	1 3/4"	D	SC WD	PRIMED WHITE	F4	STL	7'-10"	24	24	14	-	15	60 MN		

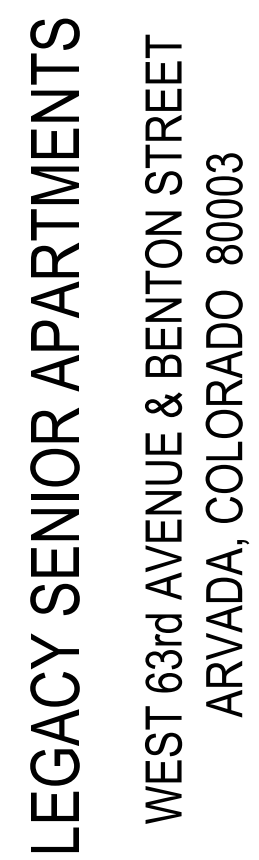


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A9.2



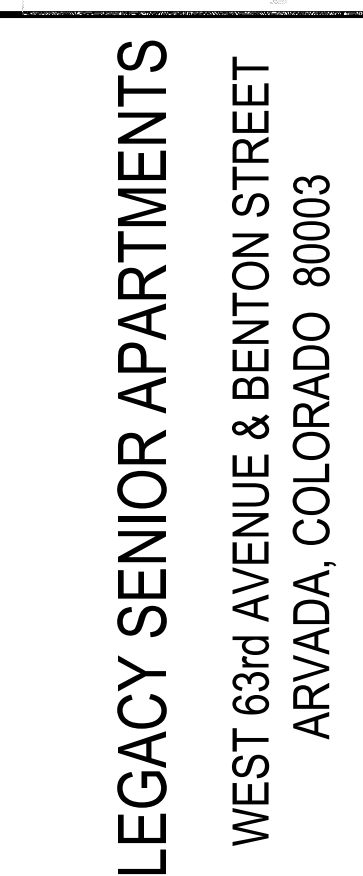


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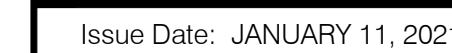
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A12.1



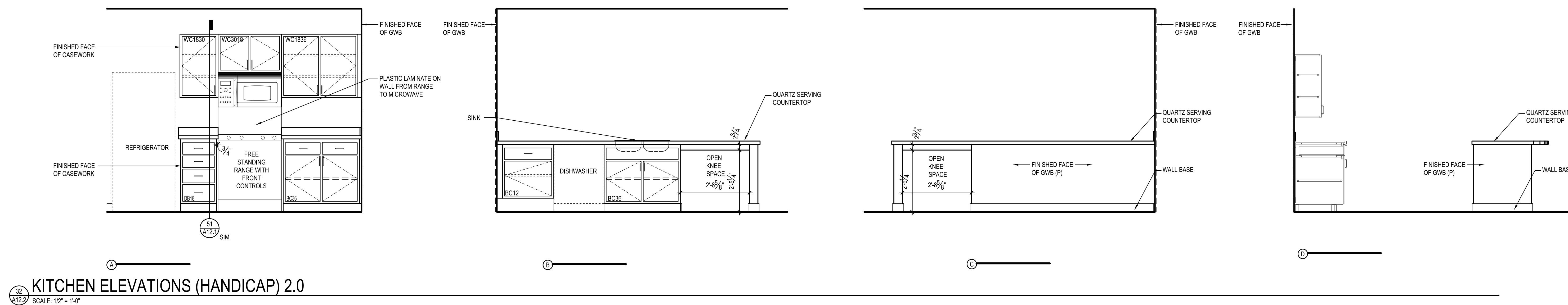
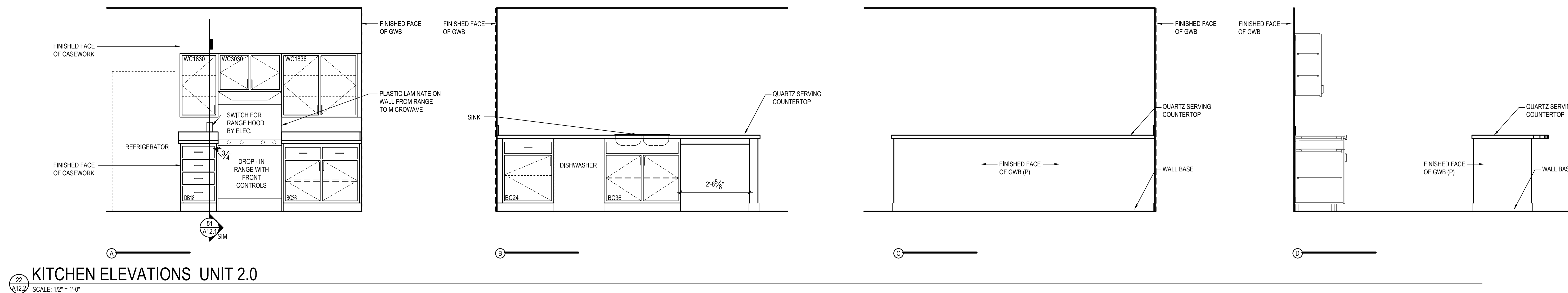


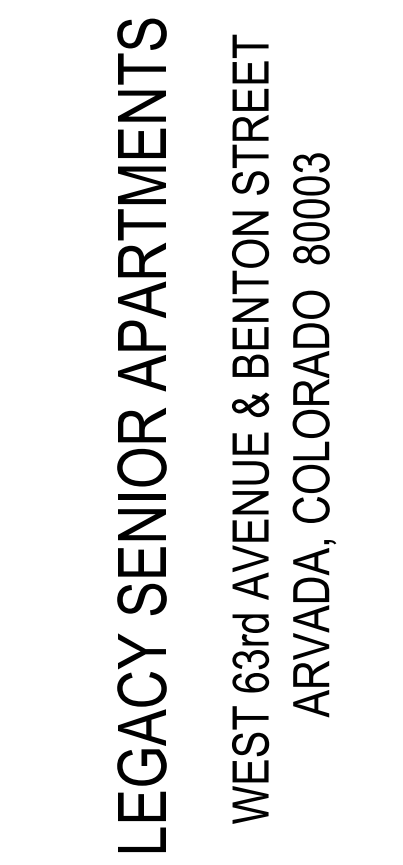
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Project Number:	0718
Drawn by:	GS
Checked by:	RWE
Sheet Name: INTERIOR ELEVATION	

A12.2





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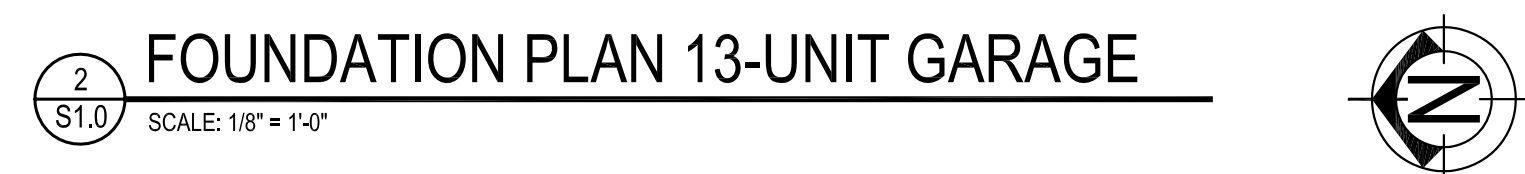
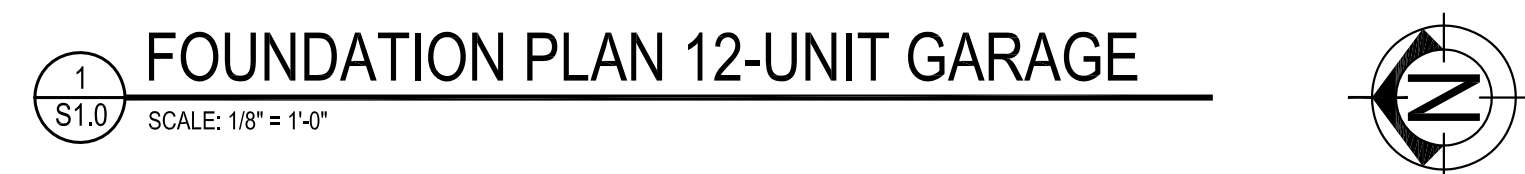


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Project Number:	0718
Drawn by:	GS
Checked by:	RWE
Sheet Name:	INTERIOR ELEVATIONS

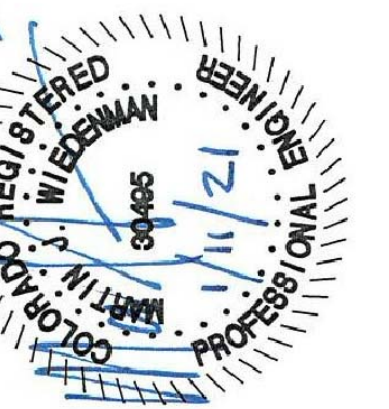
A12.3





PLAN NOTES:

1. SOIL PREPARATION BENEATH THE BUILDING FOOTPRINT SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS IN THE SOIL REPORT.
2. TOP OF FOOTING ELEVATION SHALL BE 8" BELOW FFE, UNLESS NOTED OTHERWISE.
3. REFERENCE ARCHITECTURAL DRAWINGS FOR BUILDING ORIENTATION.
4. CONTRACTOR SHALL PROVIDE POSITIVE SLOPE OF GARAGE FLOORS TOWARDS OVERHEAD DOOR.



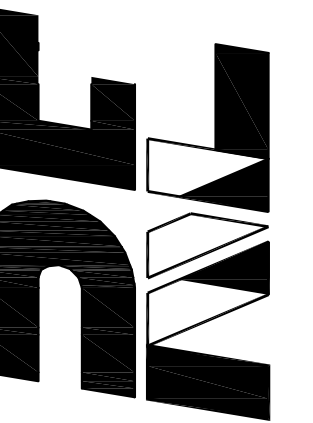
LEGACY SENIOR APARTMENTS
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Issue Date: JANUARY 11, 2021

Revisions to the drawing set

[illegible]

Project Number:	0718
Drawn by:	MLL
Checked by:	RAW
Sheet Name:	
FOUNDATION PLAN	
GARAGES	

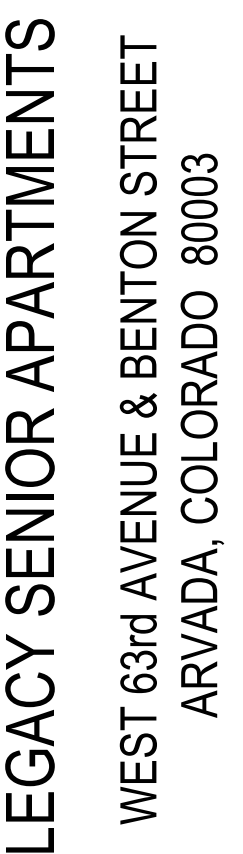
S1.0



SCALE: 3/32" = 1'-0"

PLAN NOTES

1. SOIL PREPARATION BENEATH THE BUILDING FOOTPRINT SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS IN THE SOIL REPORT DATED 2/9/18 AND SUBSEQUENT ADDENDUM DATED 4/27/18. CONTRACTOR SHALL COORDINATE SITE PREP REQUIREMENTS WITH GEOTECHNICAL ENGINEER, CIVIL GRADING PLAN, AND ELEVATION DIFFERENCES BETWEEN BOTTOM OF FOOTINGS AND TOP OF EXISTING BEDROCK.
2. TOP OF EXTERIOR FOOTING ELEVATION SHALL BE 99'-0", UNLESS NOTED OTHERWISE.
3. TOP OF INTERIOR FOOTING ELEVATION SHALL BE 91'-0", UNLESS NOTED OTHERWISE.
4. TOP OF EXTERIOR STUOP FOOTING ELEVATIONS = 99'-4", UNLESS NOTED OTHERWISE.
5. COORDINATE TOP OF FOOTING AT ELEVATOR PIT WITH ELEVATOR SUPPLIER.
6. ALL GRADE BEAMS SHOWN ON PLAN SHALL BE 24" DIAMETER AUGER CAST-IN-PLACE CONCRETE.
7. ALL PIERS SHOWN ON PLAN SHALL BE 16" DIAMETER AUGER CAST-IN-PLACE CONCRETE PIERS W/ 8# CONTINUOUS LONGITUDINAL BARS W/ 4# CIRCULAR TIES AT 18" O.C. MINIMUM PIER DEPTH SHALL BE 30'-0" BELOW BOTTOM OF GRADE BEAM W/ A MINIMUM EMBEDMENT OF 10'-0" INTO FIRM OR HARDER BEDROCK. PIER LENGTHS MAY VARY + OR - AS NECESSARY TO ACHIEVE REQUIRED EMBEDMENT. NOTIFY ENGINEER OF ANY DISCREPANCIES.

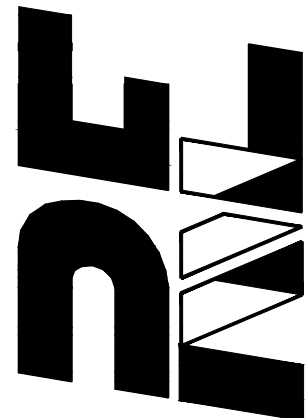


CONSULTING ENGINEER



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Issue Date: JANUARY 11, 2021

Revisions to the drawing set

Project Number:	0718
Drawn by:	MLL
Checked by:	RAW
Sheet Name:	FOUNDATION PLAN

S1.1



SCALE: 3/32" = 1'-0"

PERFORM
Engineering

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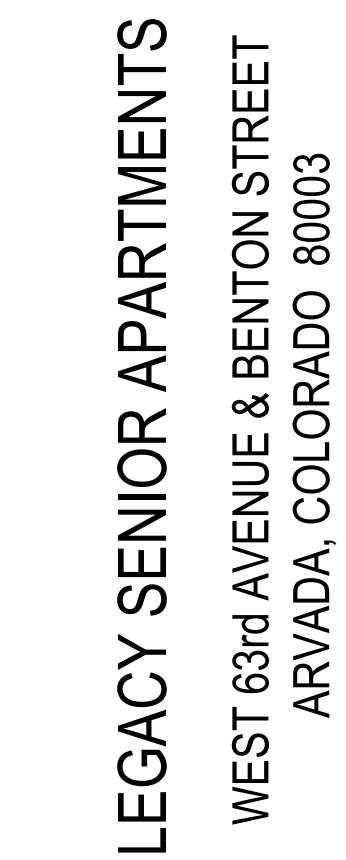
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Project Number:	0718
Drawn by:	MLL
Checked by:	RAW
Sheet Name:	FIRST FLOOR FRAMING F

S1.2



NOTES:
1. EXTERIOR WALL ASSEMBLY INCLUDES ZIP SHEATHING SYSTEM (SEE ARCH). BUILDING SHEAR WALL DESIGN INCLUDES PROVISIONS FOR ZIP SHEATHING. ZIP SHEATHING SHALL BE ATTACHED PER GENERAL STRUCTURAL NOTES.



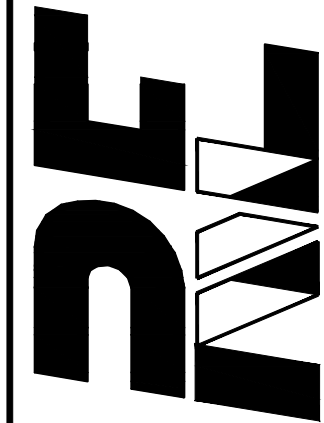
CONSULTING ENGINEER



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Issue Date: JANUARY 11, 2021

Revisions to the drawing set

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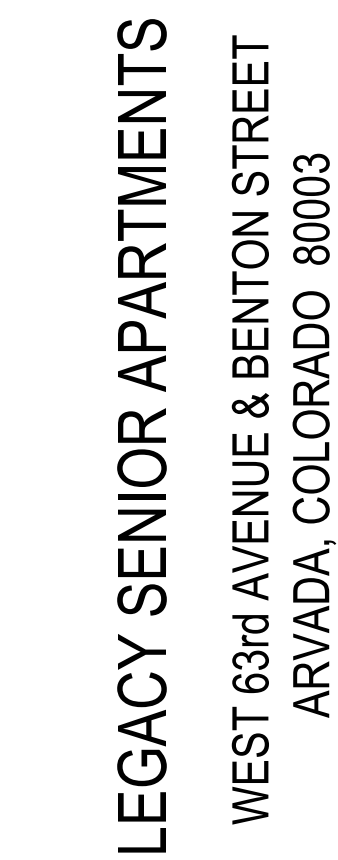
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Drawn by:	MLL
Checked by:	RAW
Sheet Name: SECOND FLOOR FRAMING PLAN	

S2.1



SCALE: 3/32" = 1'-0"

1. EXTERIOR WALL ASSEMBLY INCLUDES ZIP SHEATHING SYSTEM (SEE ARCH). BUILDING SHEAR WALL DESIGN INCLUDES PROVISIONS FOR ZIP SHEATHING. ZIP SHEATHING SHALL BE ATTACHED PER GENERAL STRUCTURAL NOTES.



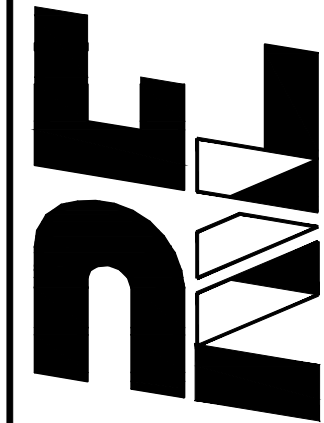
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DE #- 200201

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CCC

S2.2



LOW ROOF FRAMING PLAN

SCALE: 3/32" = 1'-0"

BEARING WALL SCHEDULE:

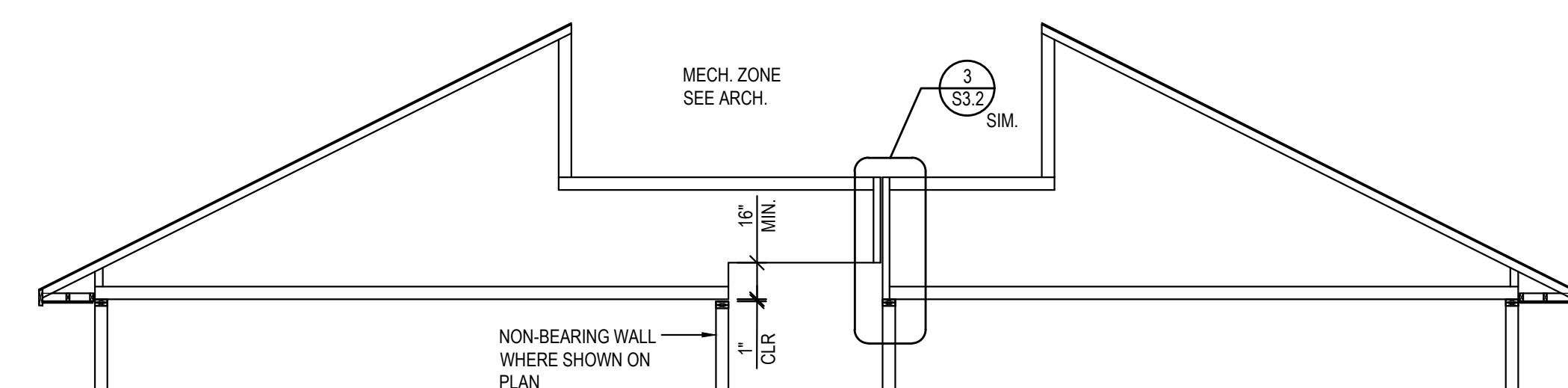
1ST LEVEL:	2x6 @ 12" O.C. D.F. NO. 2 OR BETTER (INTERIOR AND EXTERIOR)
2ND AND 3RD LEVEL:	2x6 @ 16" O.C. D.F. NO. 2 OR BETTER (INTERIOR AND EXTERIOR)



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Project Number:	0718
Drawn by:	MLL
Checked by:	RAW
Sheet Name:	LOW ROOF FRAMING PLAN

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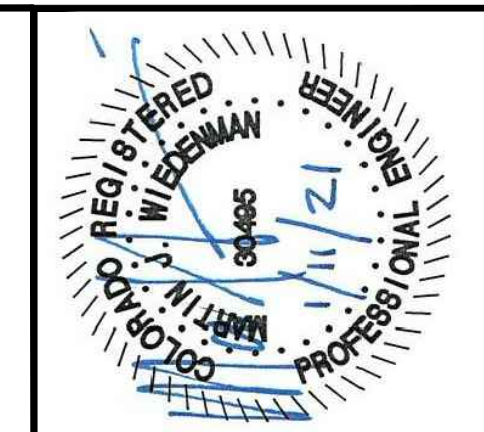


1
S2.4

TRUSS PROFILE

SCALE: 3/16" = 1'-0"

HEADER SCHEDULE	
MARK	HEADER
H-1	(3) 2x6 & (2) 1/2" PLYWOOD FILLERS
H-2	(3) 2x8 & (2) 1/2" PLYWOOD FILLERS
H-3	(3) 2x10 & (2) 1/2" PLYWOOD FILLERS
H-4	(3) 1 3/4x11 7/8 MICROLAM LVL
H-5	(4) 1 3/4x11 7/8 MICROLAM LVL



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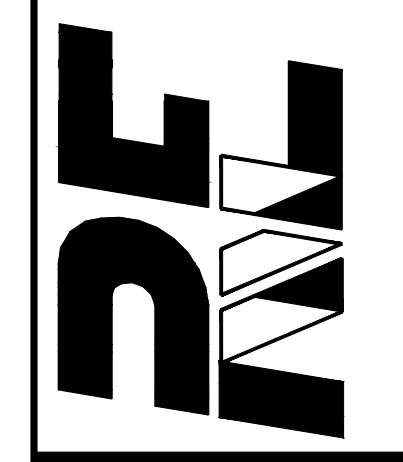
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Issue Date: JANUARY 11, 2021

Revisions to the drawing set	

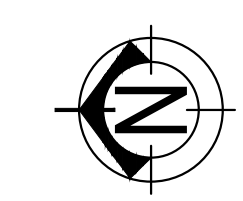
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Project Number:	0718
Drawn by:	MLL
Checked by:	RAW
Sheet Name: ROOF FRAMING PLAN	

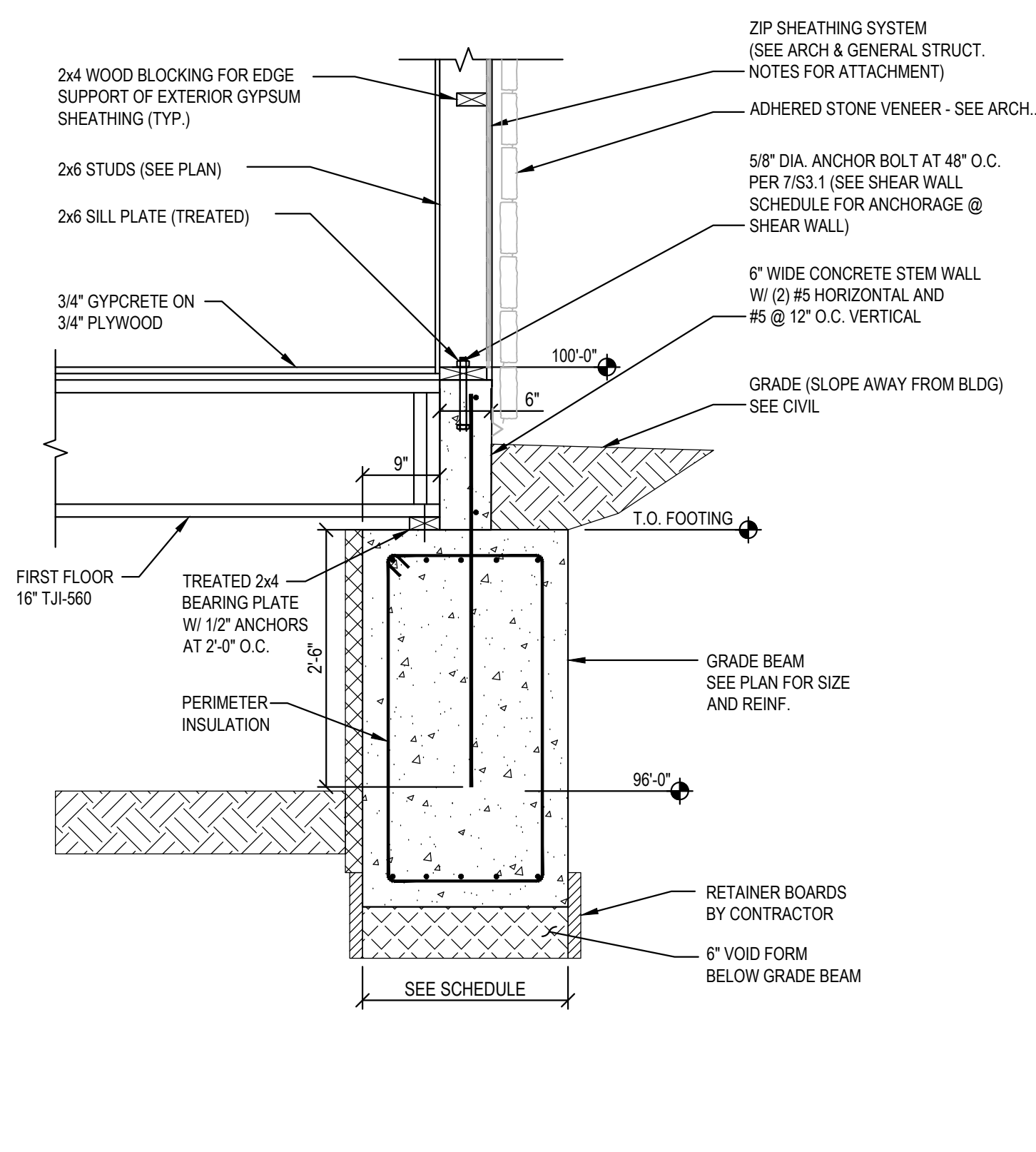
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SHEET NOTES:

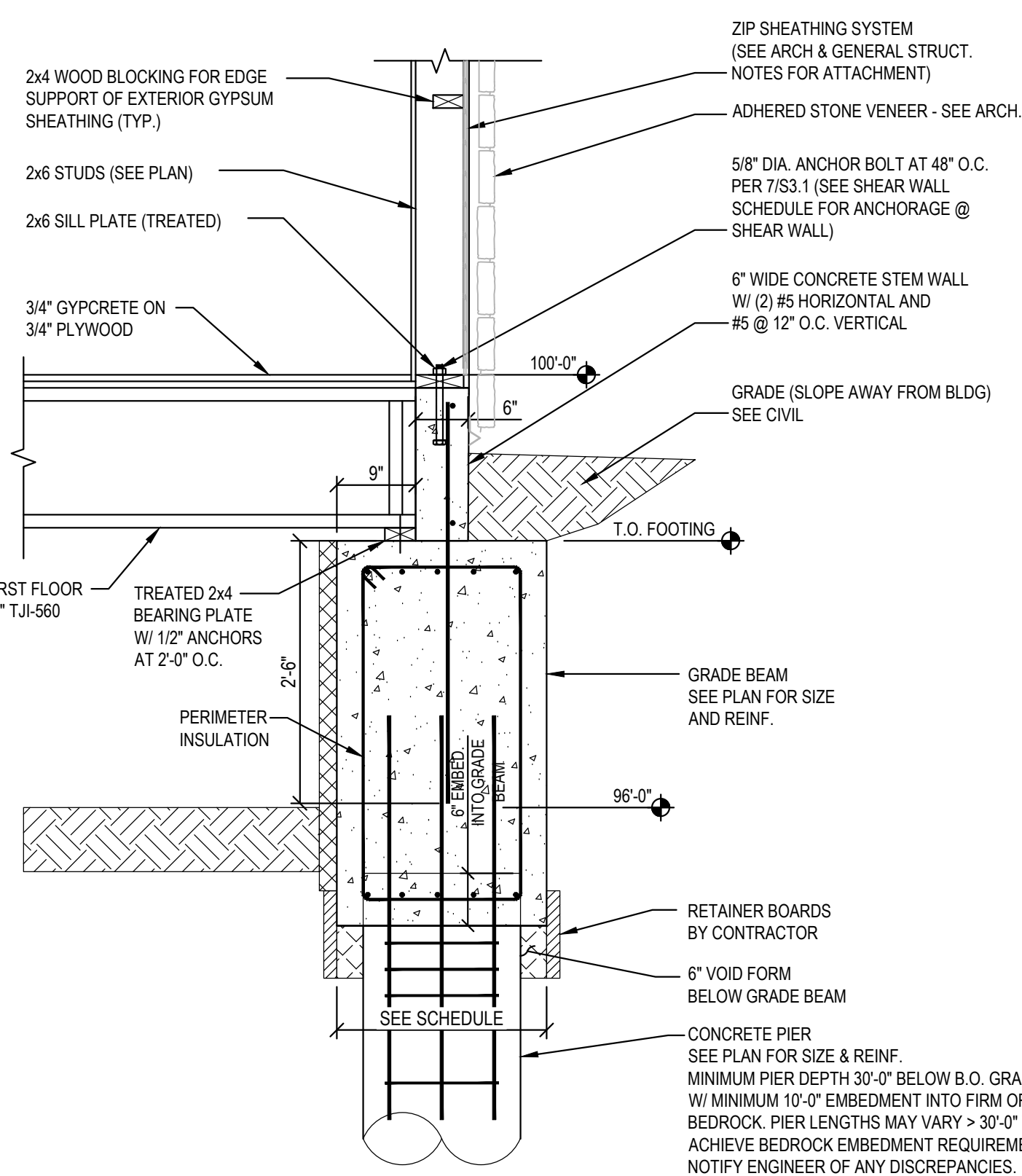
1. MECHANICAL ROOF SINK AT 2x8 DEPRESSED FRAMING. SEE ARCHITECTURAL.
2. 5/8" PLYWOOD ROOF SHEATHING SPAN SHOWN ON PLAN.
3. EXTERIOR WALL ASSEMBLY INCLUDES ZIP SHEATHING SYSTEM (SEE ARCH). BUILDING SHEAR WALL DESIGN INCLUDES PROVISIONS FOR ZIP SHEATHING. ZIP SHEATHING SHALL BE ATTACHED PER GENERAL STRUCTURAL NOTES.
4. SEE ARCHITECTURAL ROOF PLAN FOR LOCATIONS OF TRUSS TOP CHORD EXTENSIONS.
5. TRUSS MANUFACTURER SHALL DESIGN ROOF TRUSSES FOR AN UNFACTORED UPLIFT LOAD OF 32PSF. ROOF TRUSSES SHALL BE DESIGNED FOR AN UNFACTORED UPLIFT LOAD OF 38PSF AT ALL ROOF OVERHANG LOCATIONS.
6. SEE S3.3 FOR SHEAR WALL ELEVATION AND SCHEDULE.
7. TRUSS MANUFACTURER SHALL COORDINATE GIRDER TRUSS LOCATIONS WITH ENGINEER.
8. TYPICAL TRUSS LAYOUT SHOWN ON THIS SHEET ARE ESTIMATES AND SHOULD BE VERIFIED BY A QUALIFIED TRUSS MANUFACTURER.



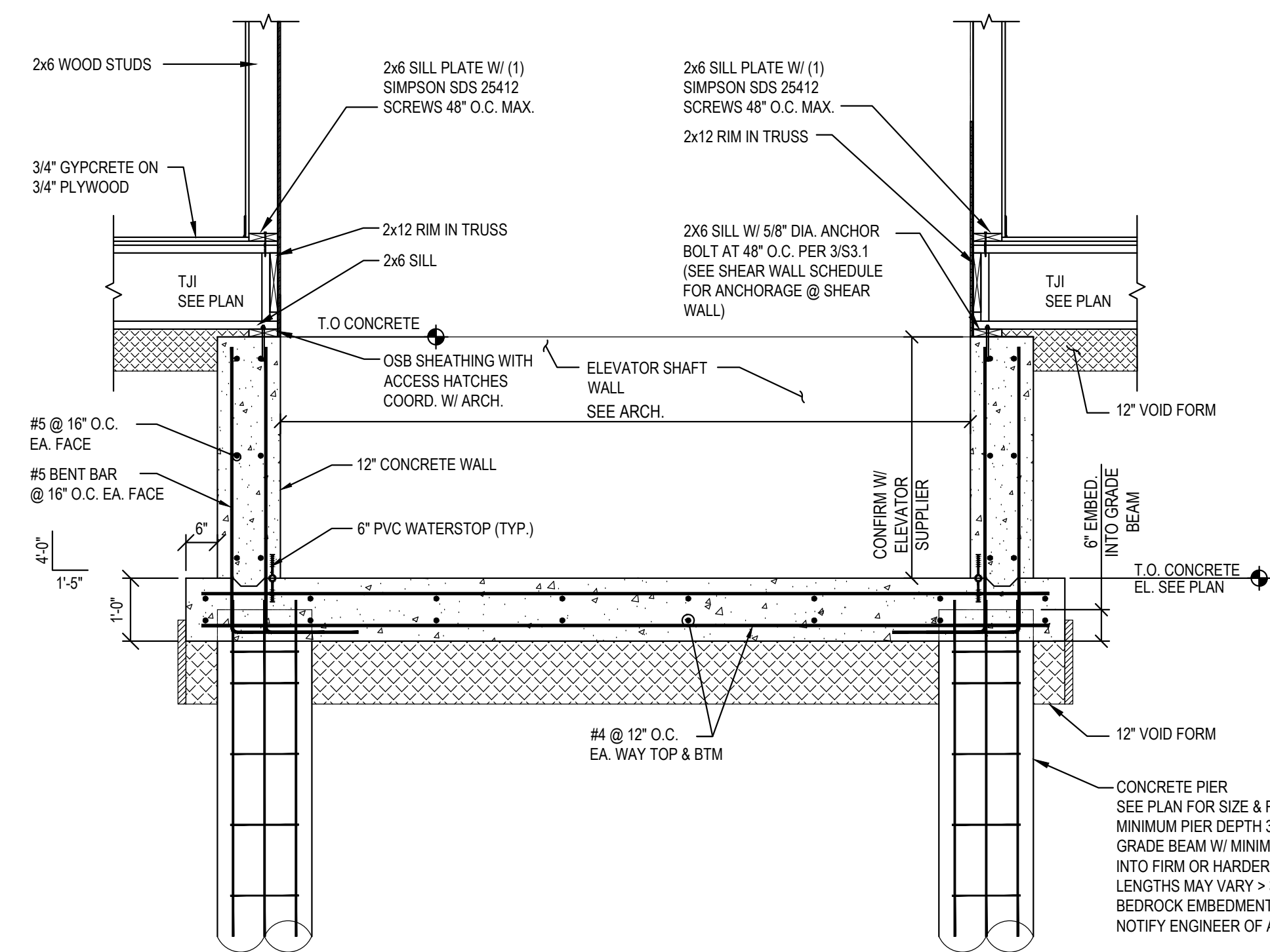
ROOF FRAMING PLAN



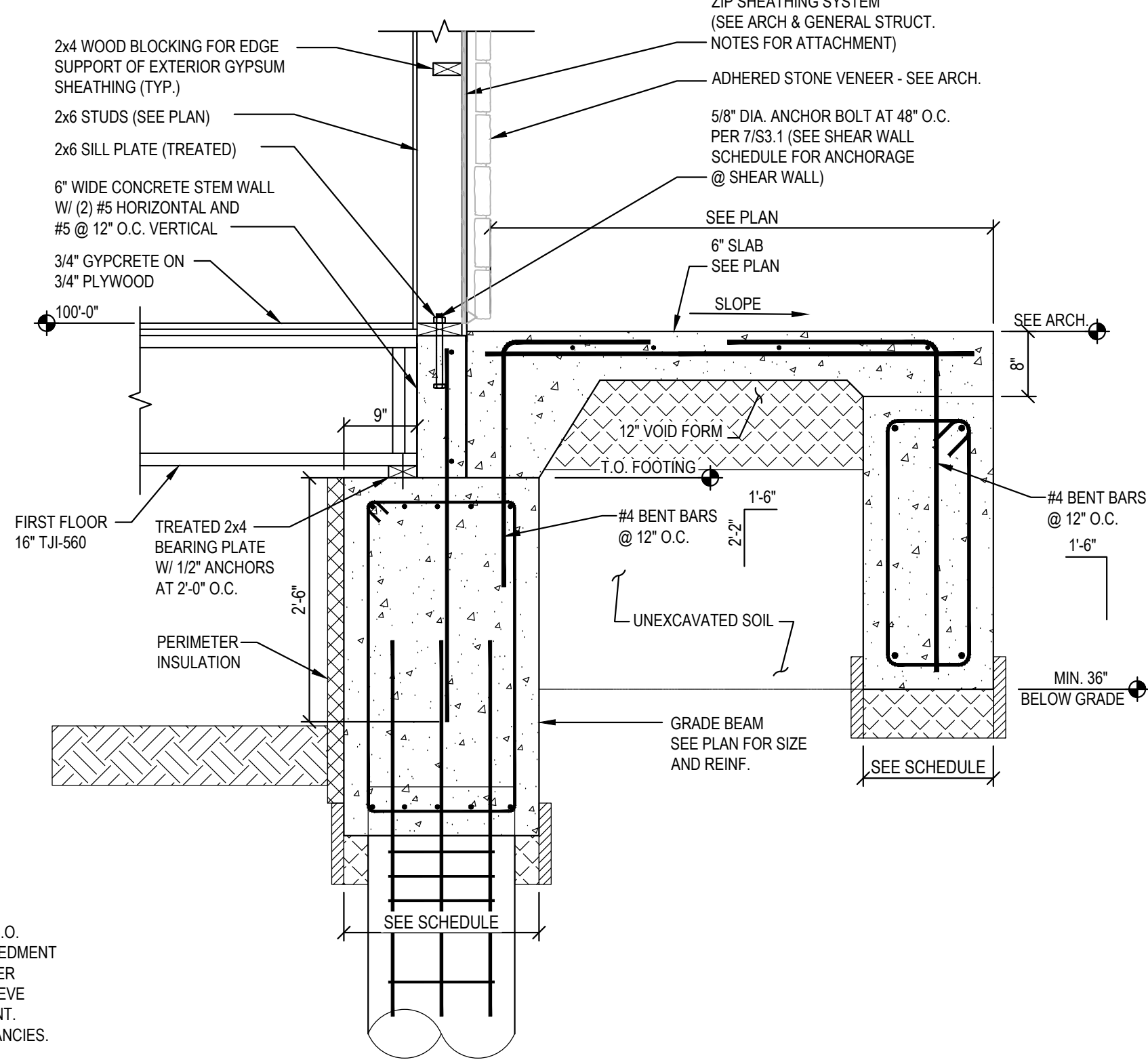
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S3.1
EXTERIOR FOOTING SECTION
SCALE: 3/4" = 1'-0"



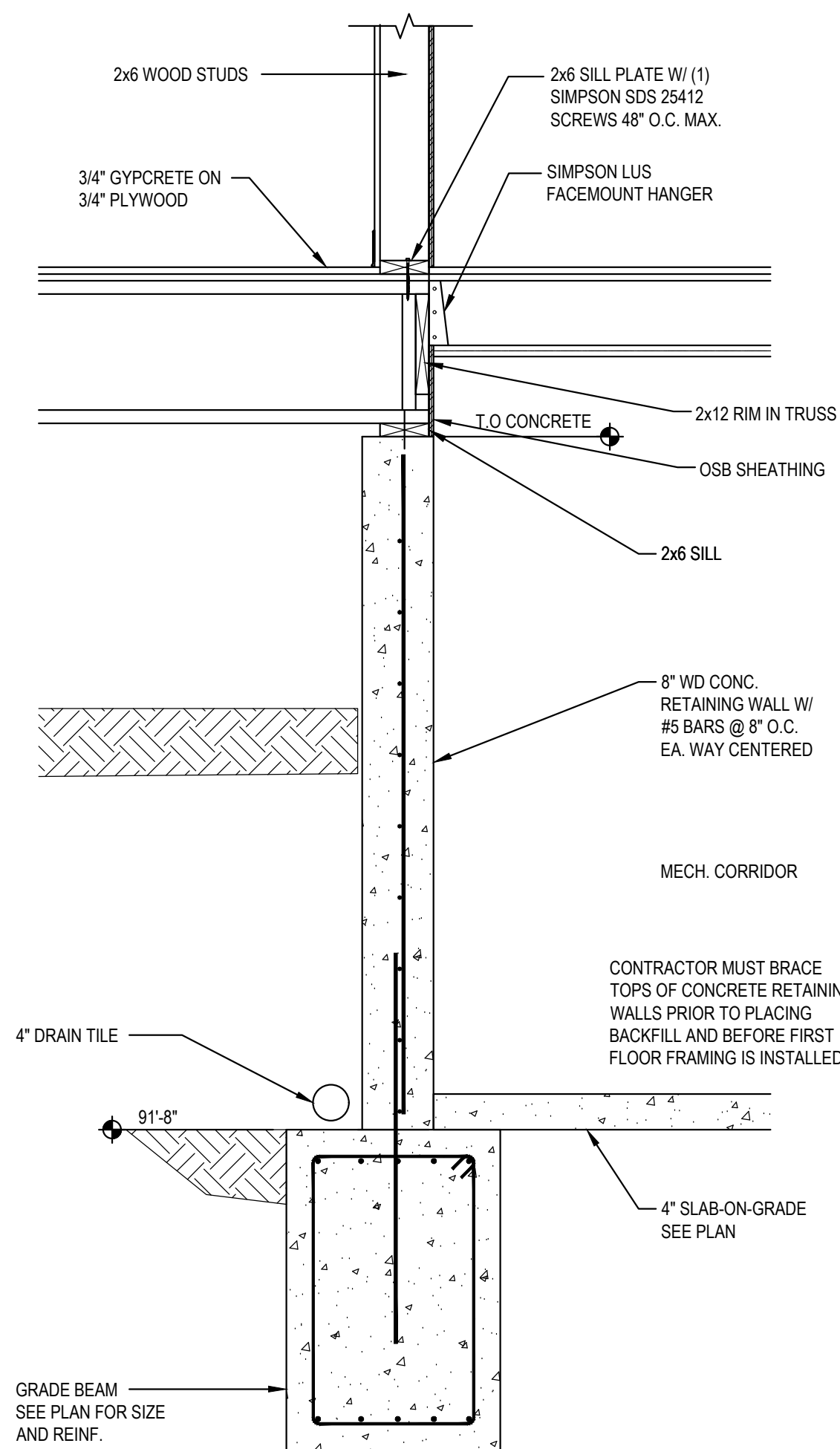
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S3.1
EXTERIOR FOOTING SECTION AT PIER
SCALE: 3/4" = 1'-0"



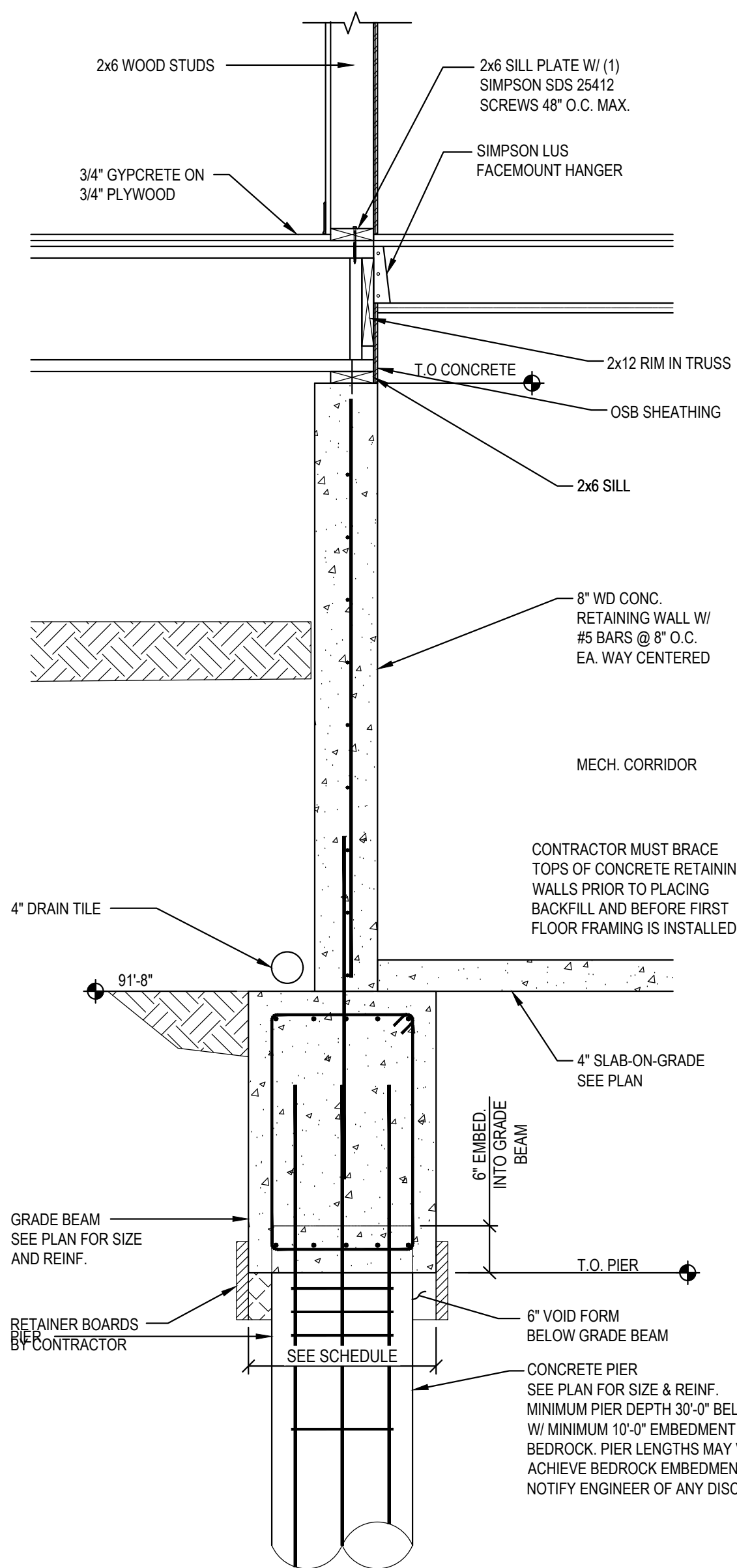
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S3.1
SECTION @ ELEVATOR PIT
SCALE: 1/2" = 1'-0"



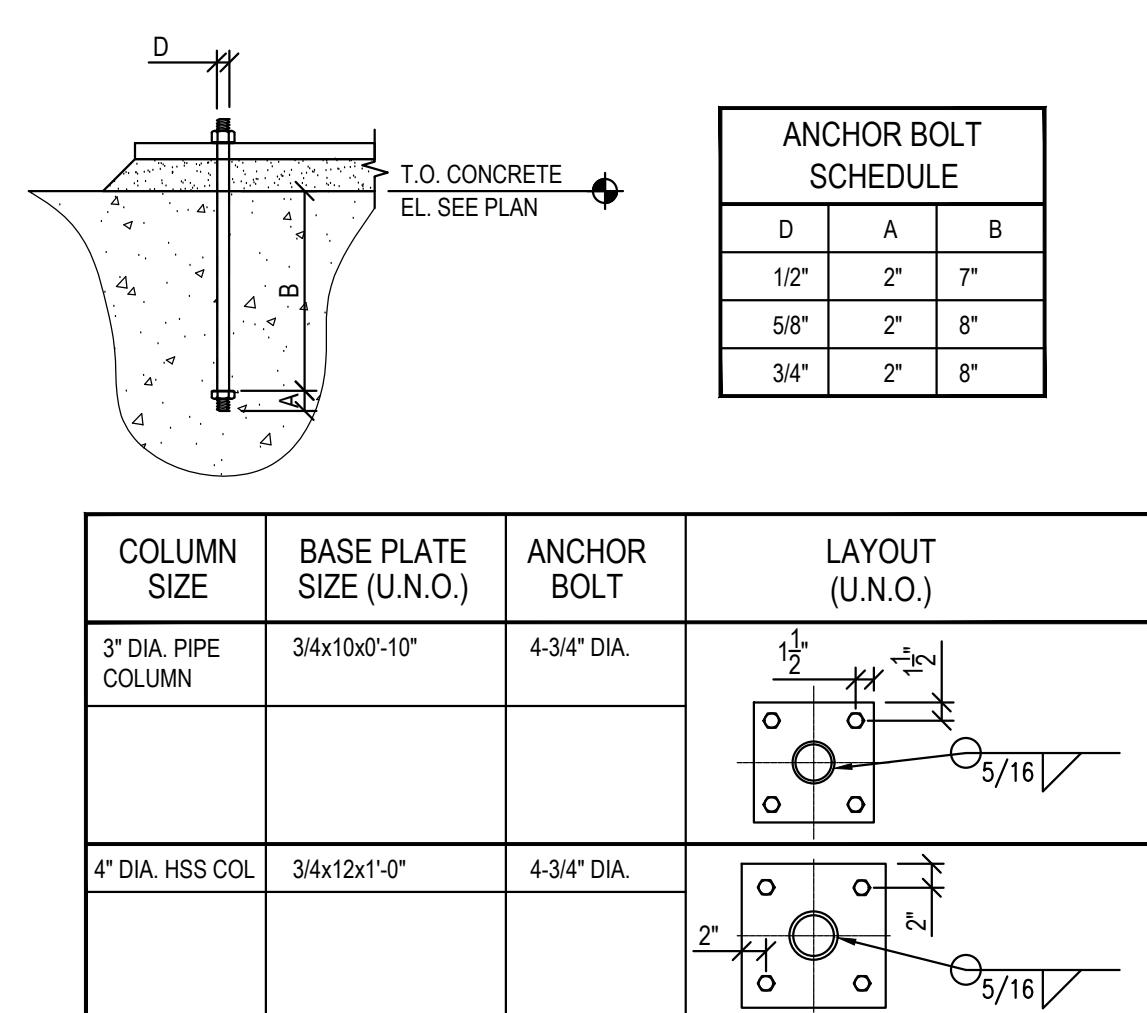
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S3.1
STOOP SECTION
SCALE: 3/4" = 1'-0"



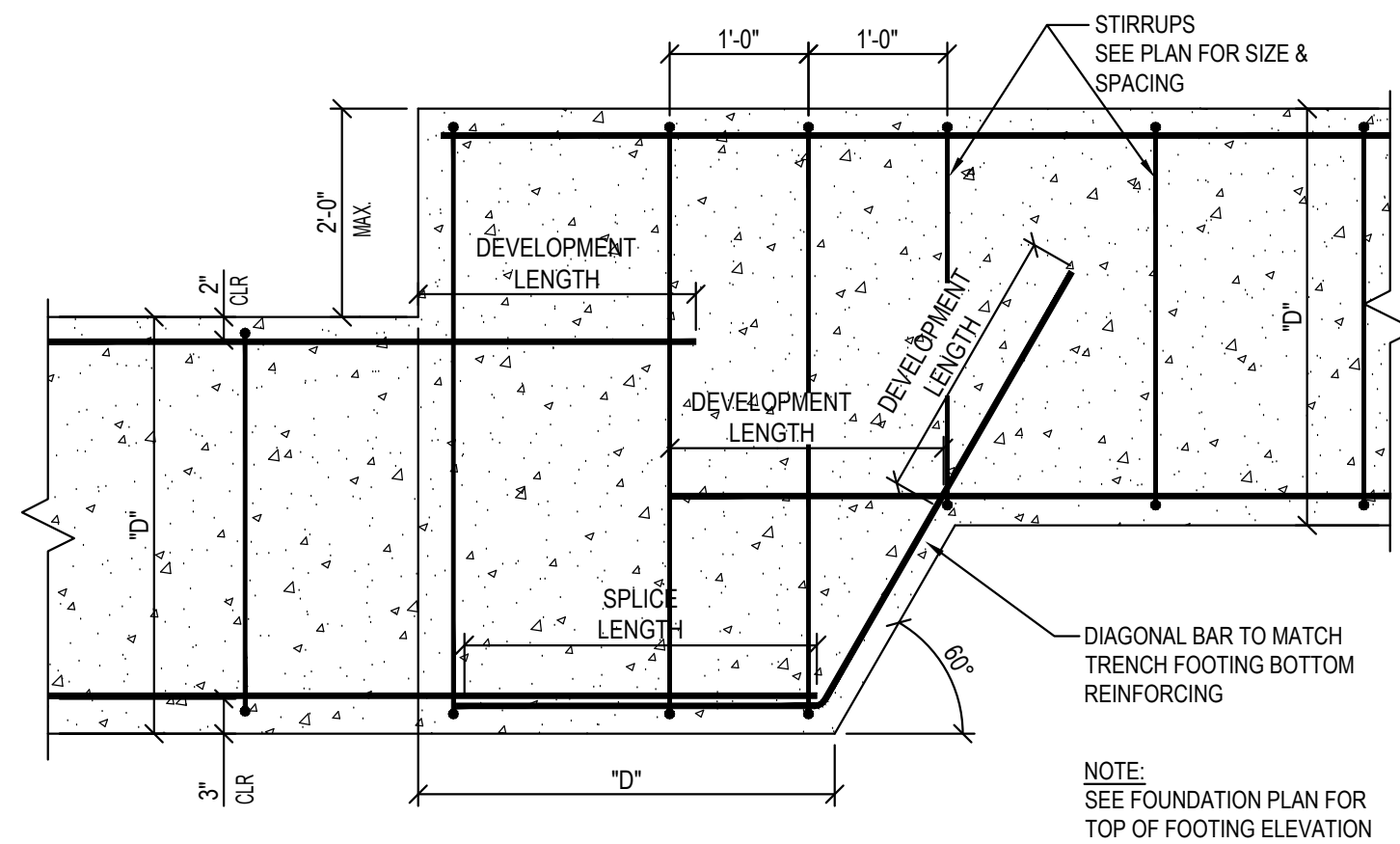
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S3.1
INTERIOR FOOTING SECTION
SCALE: 3/4" = 1'-0"



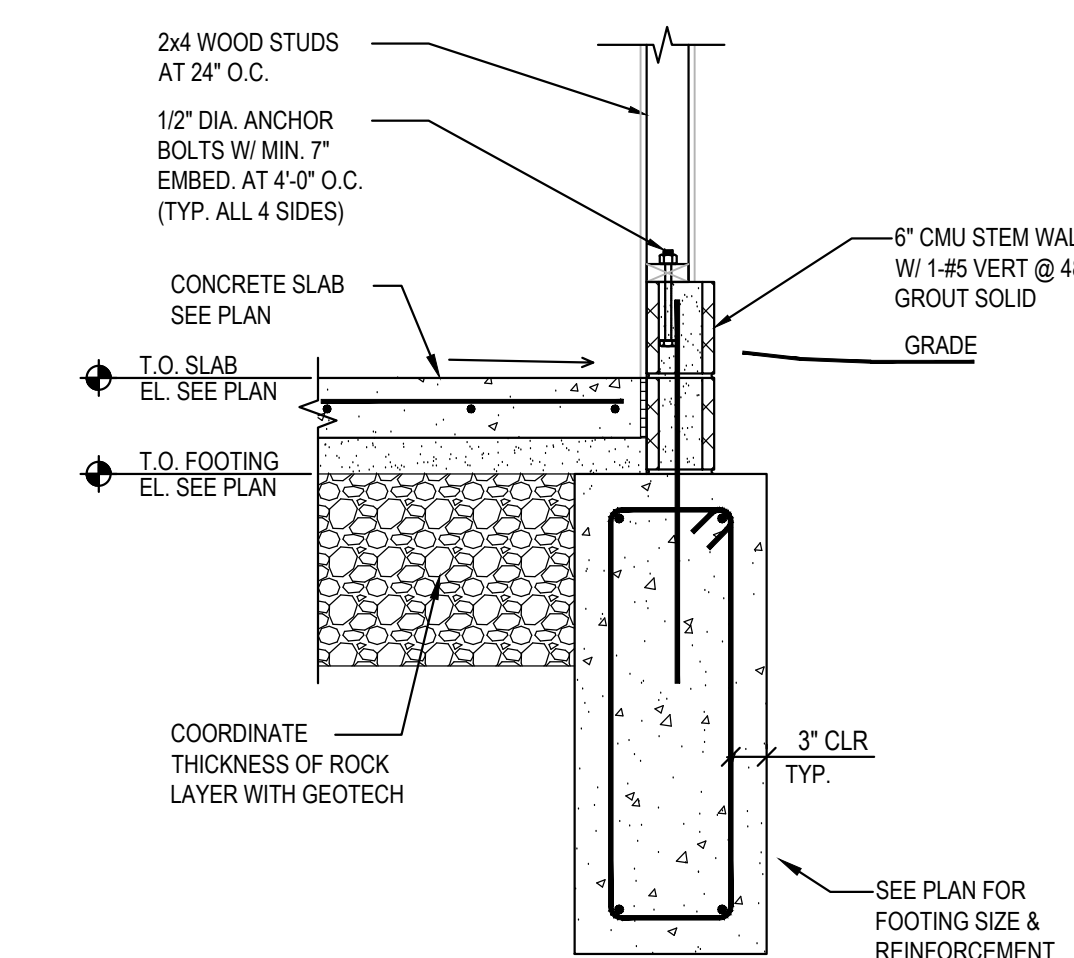
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S3.1
INTERIOR FOOTING SECTION AT PIER
SCALE: 3/4" = 1'-0"



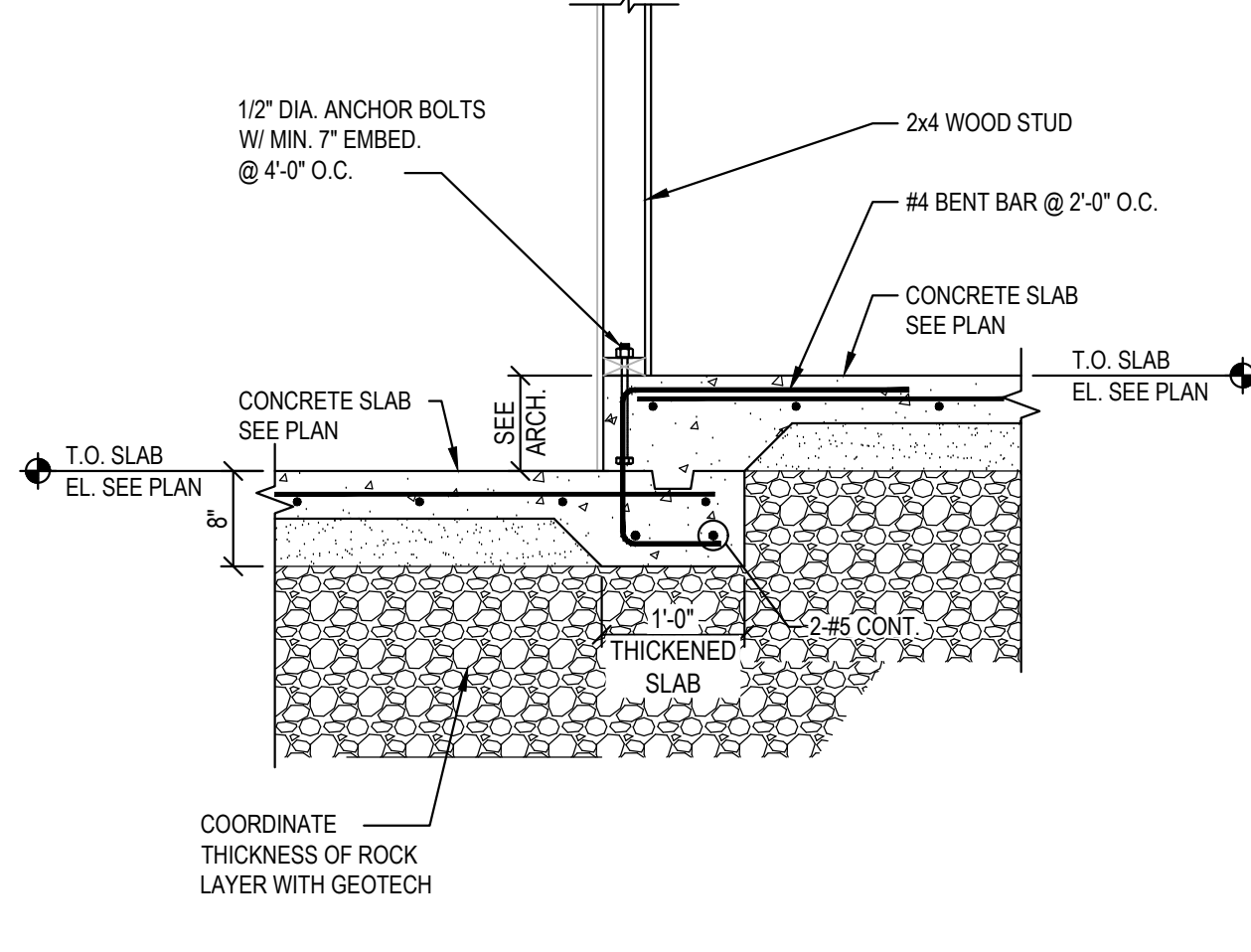
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S3.1
BASE PLATE & ANCHOR BOLT SCHEDULE
SCALE: 3/4" = 1'-0"



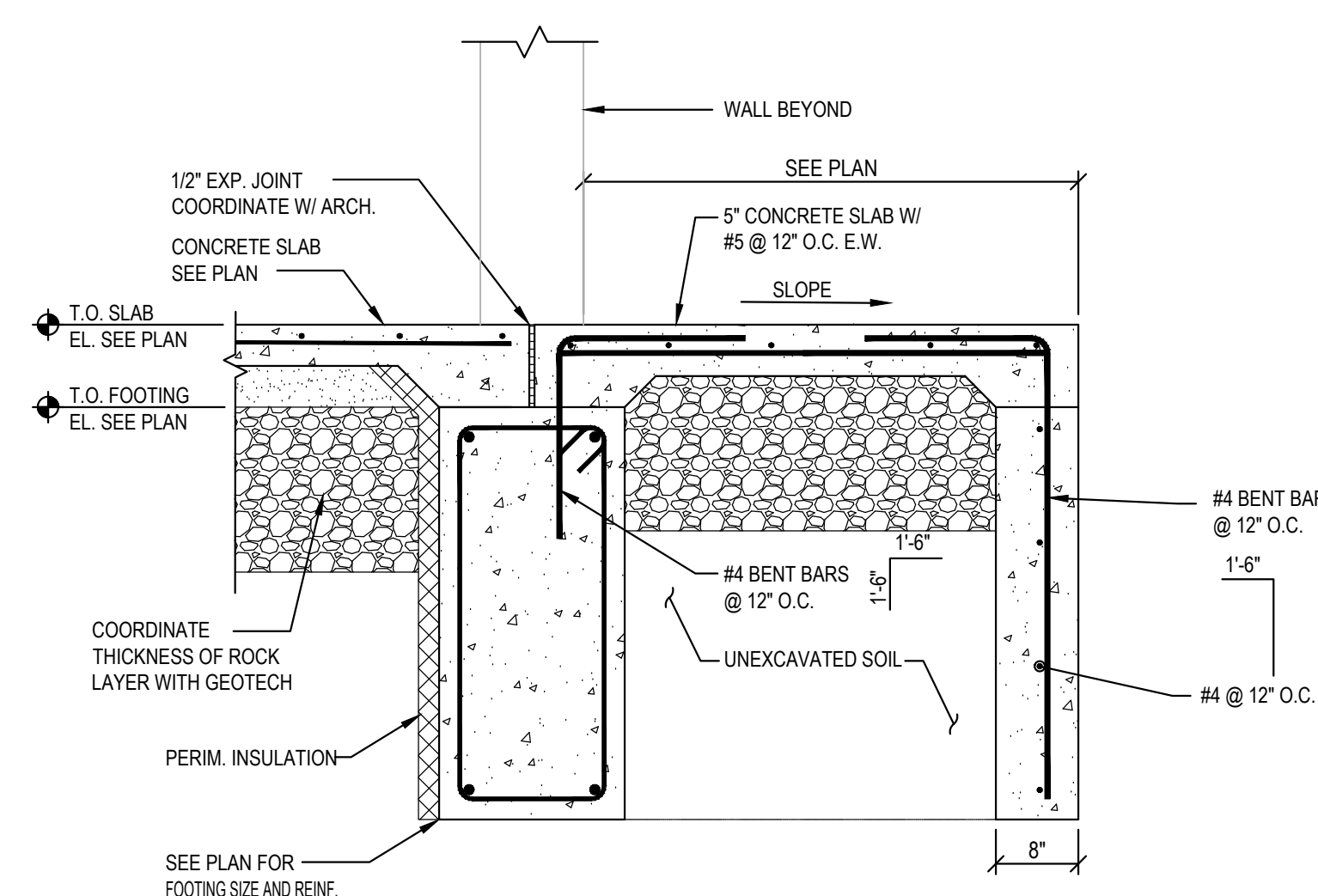
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GRADE BEAM STEP DETAIL
SCALE: 3/4" = 1'-0"



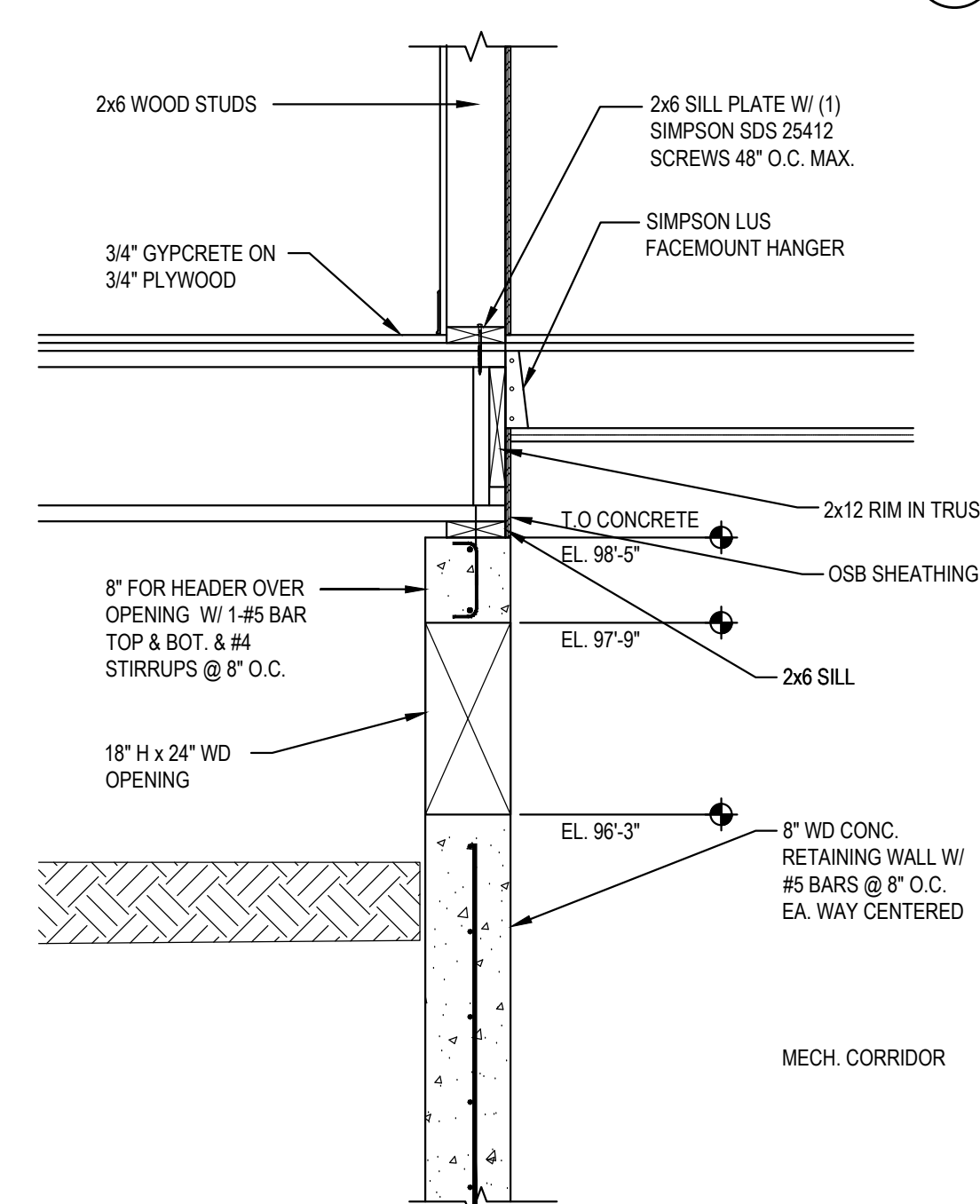
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S3.1
EXTERIOR FOOTING SECTION
SCALE: 3/4" = 1'-0"



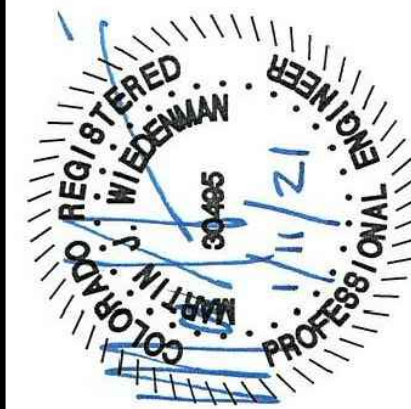
10
S3.1
SLAB STEP SECTION
SCALE: 3/4" = 1'-0"



11
S3.1
STOOP SECTION
SCALE: 3/4" = 1'-0"



12
S3.1
SECTION AT CRAWL SPACE ACCESS
SCALE: 3/4" = 1'-0"

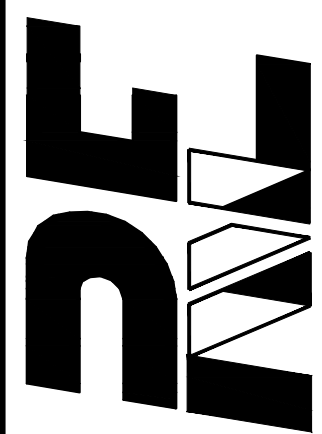


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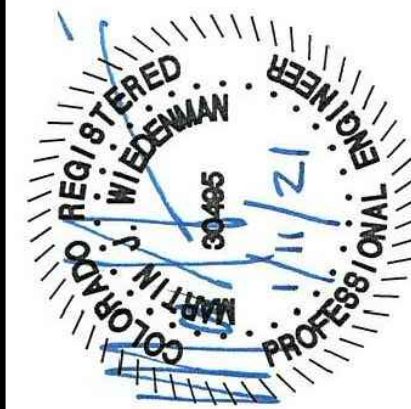
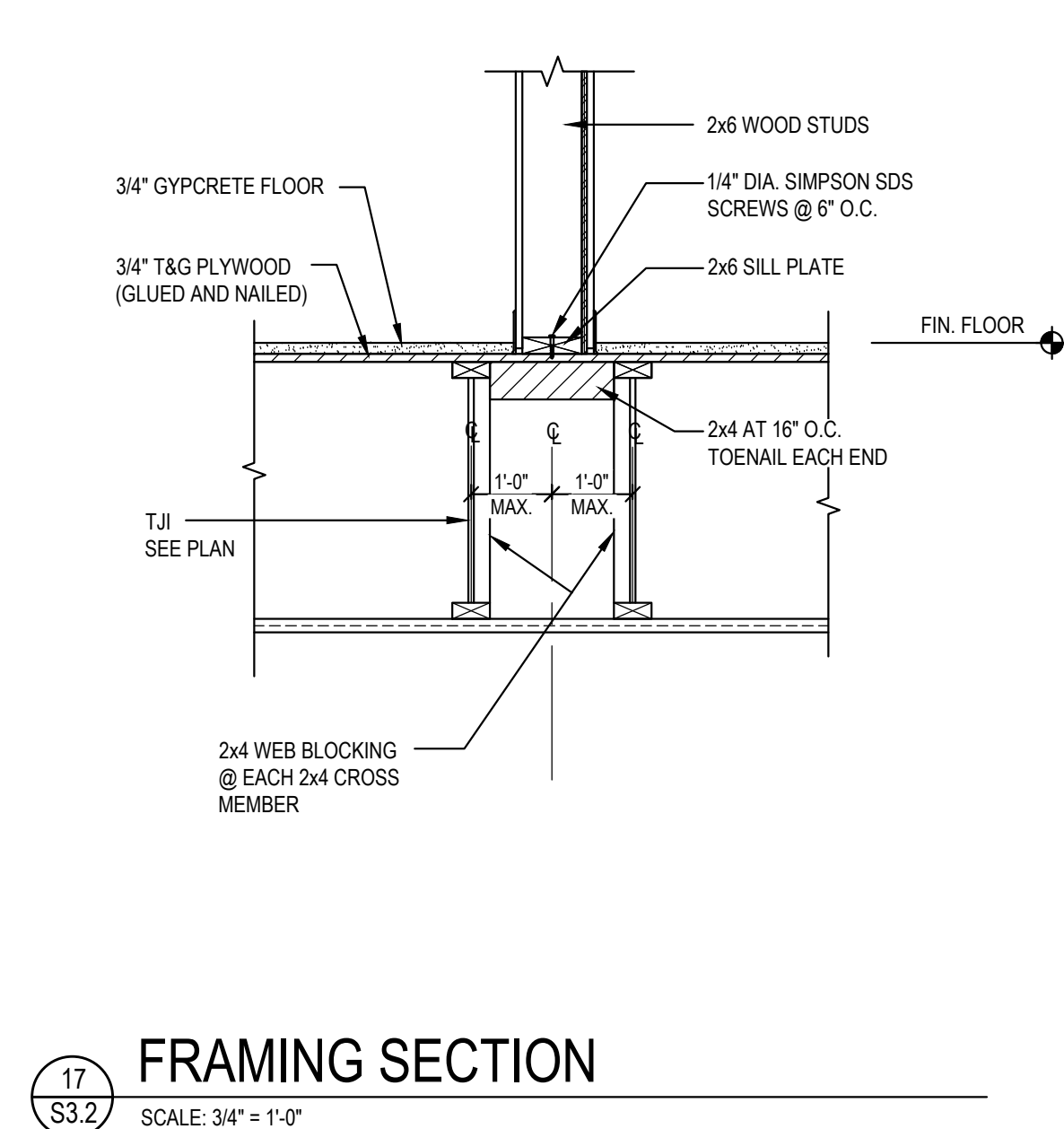
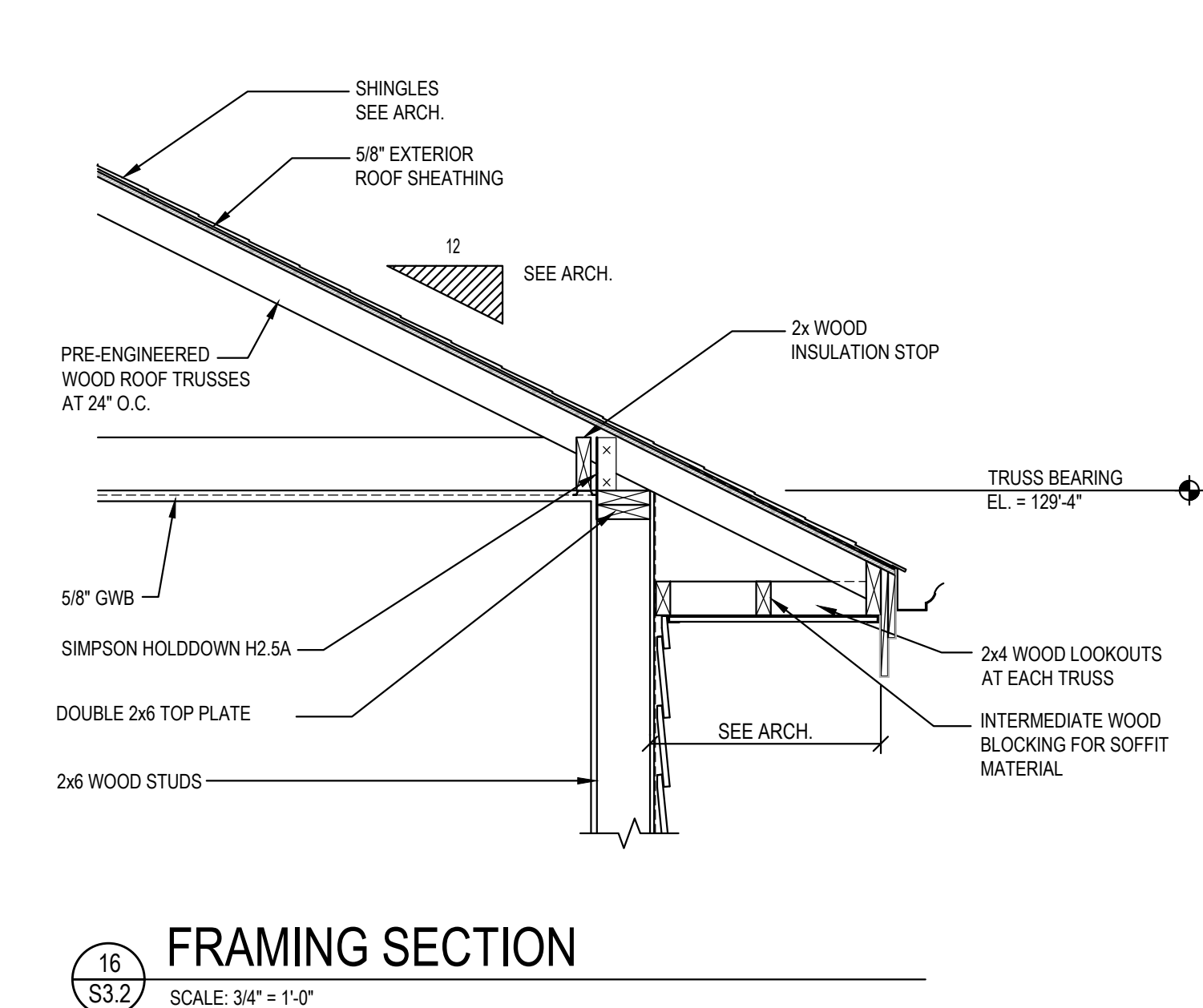
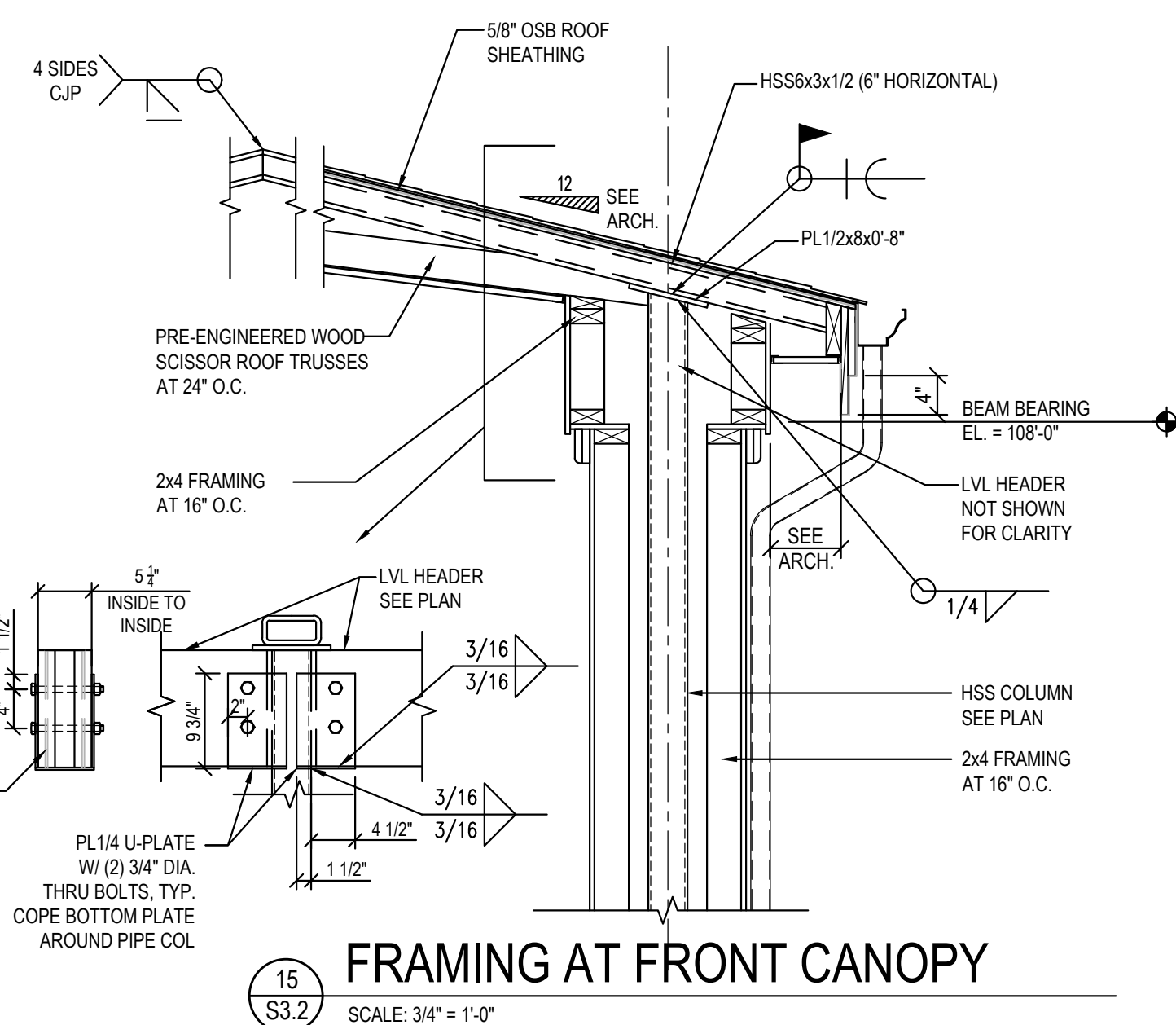
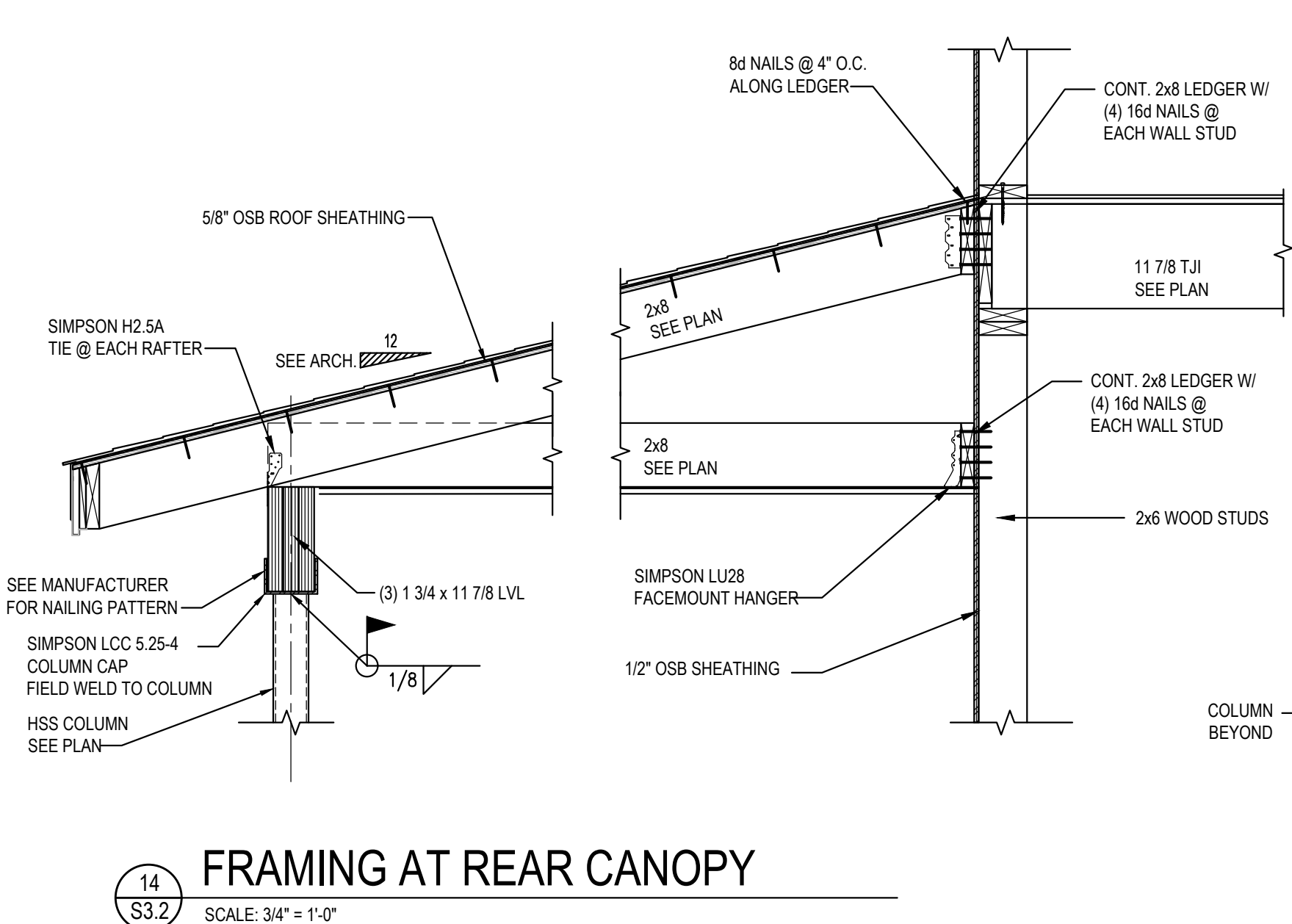
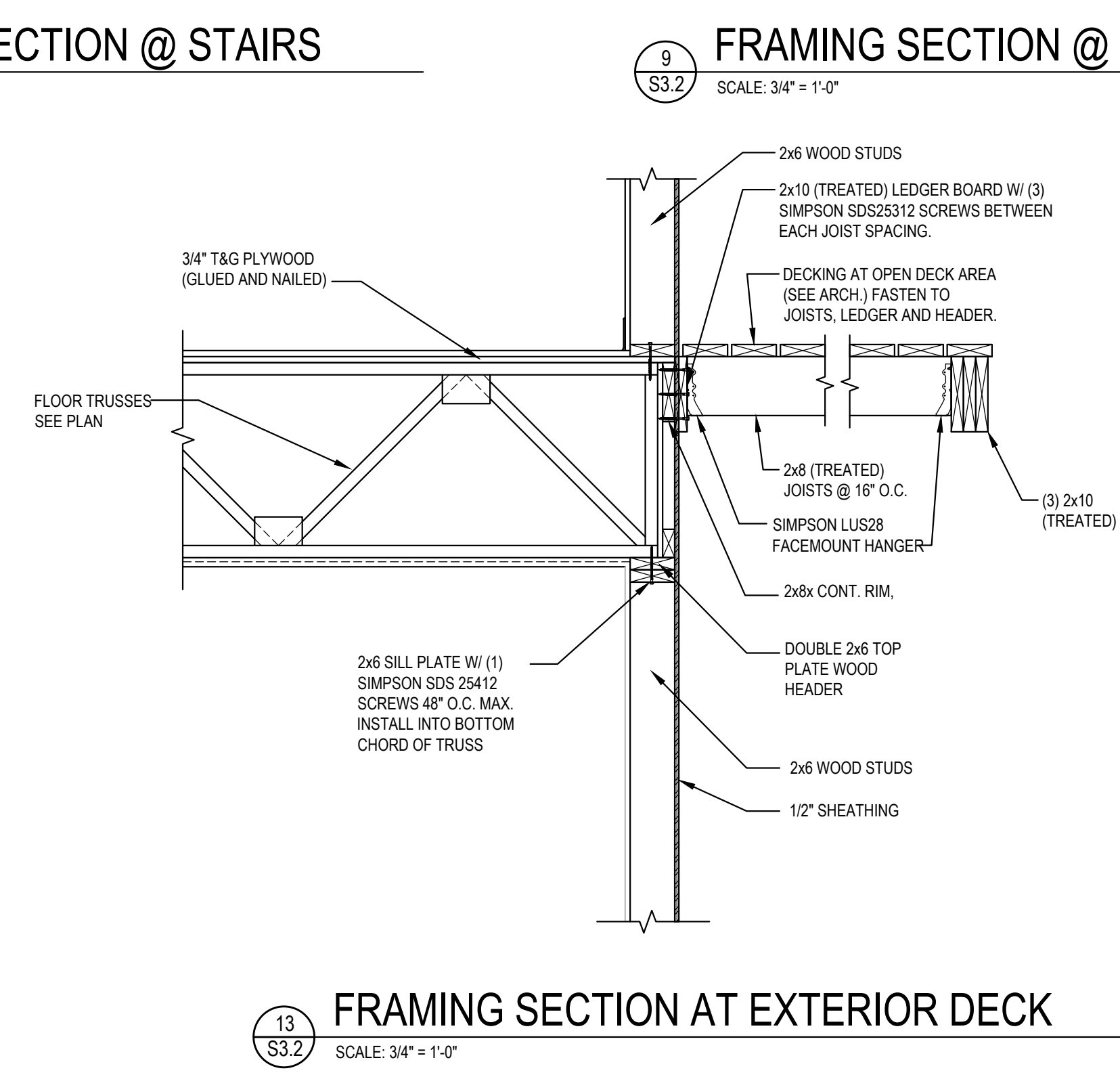
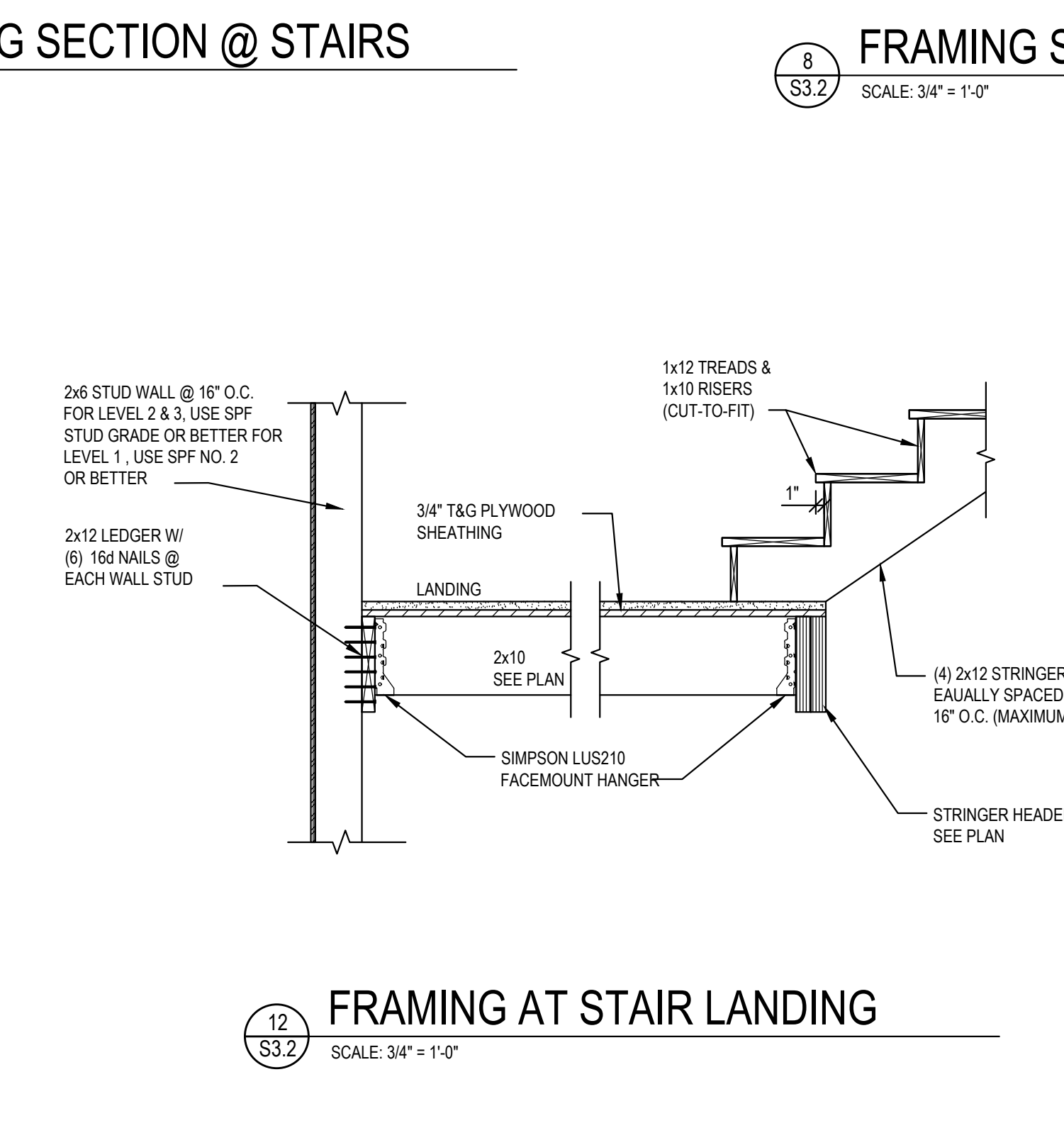
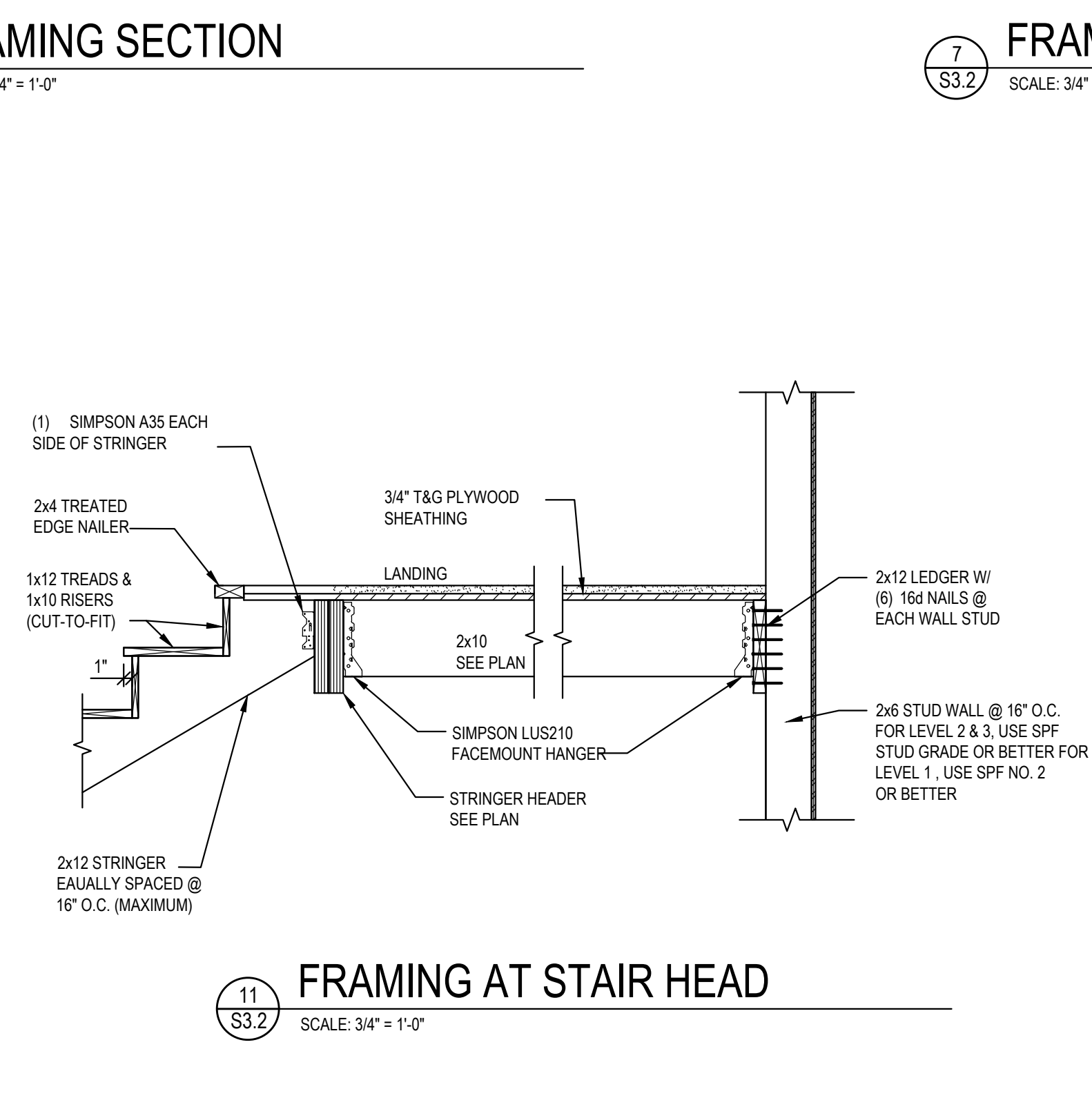
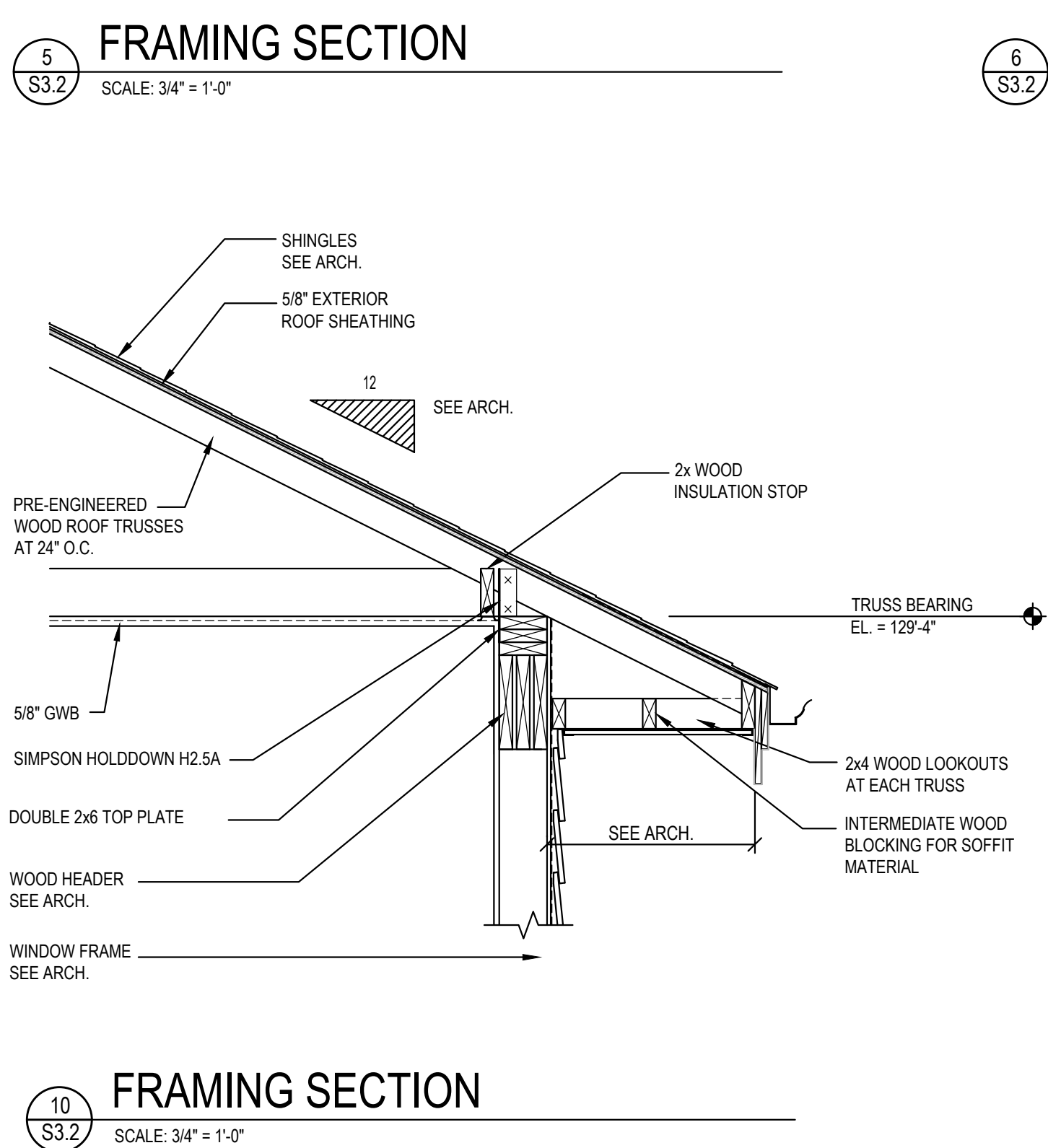
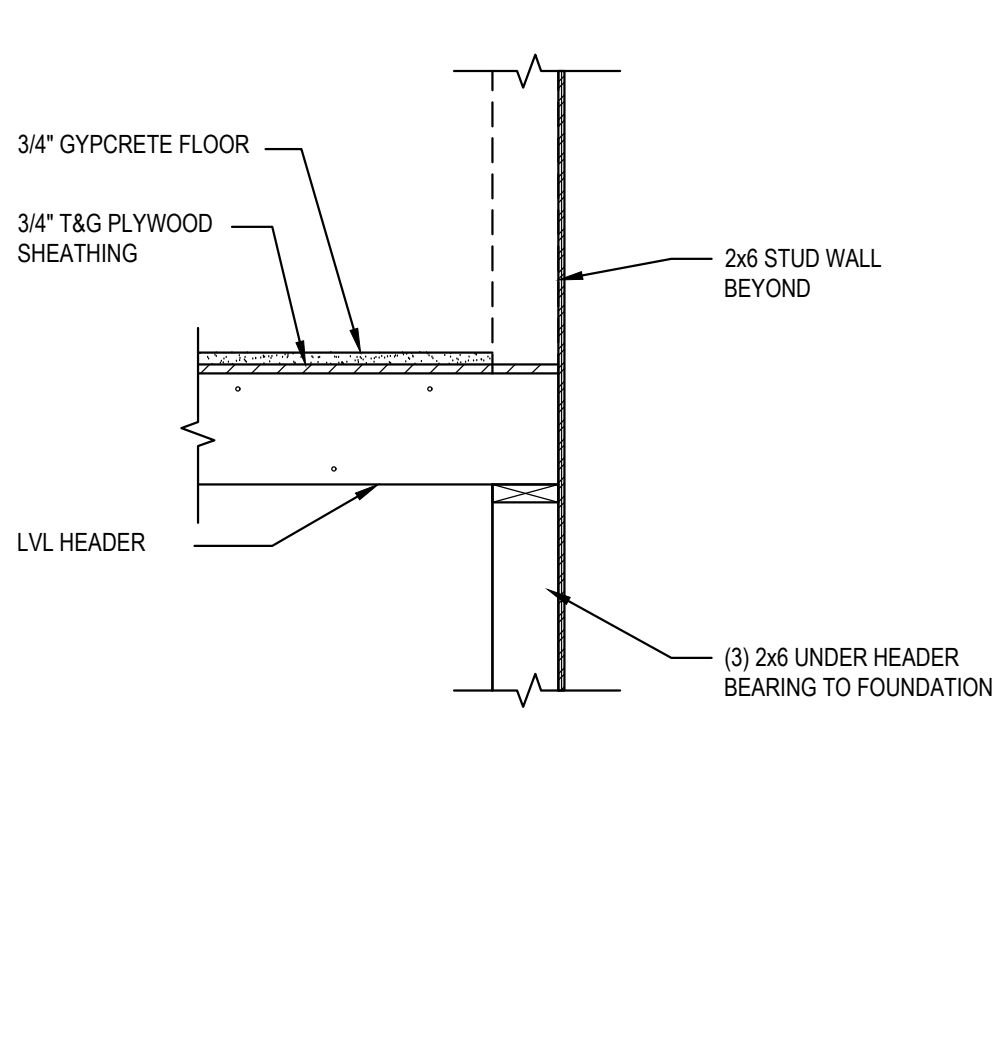
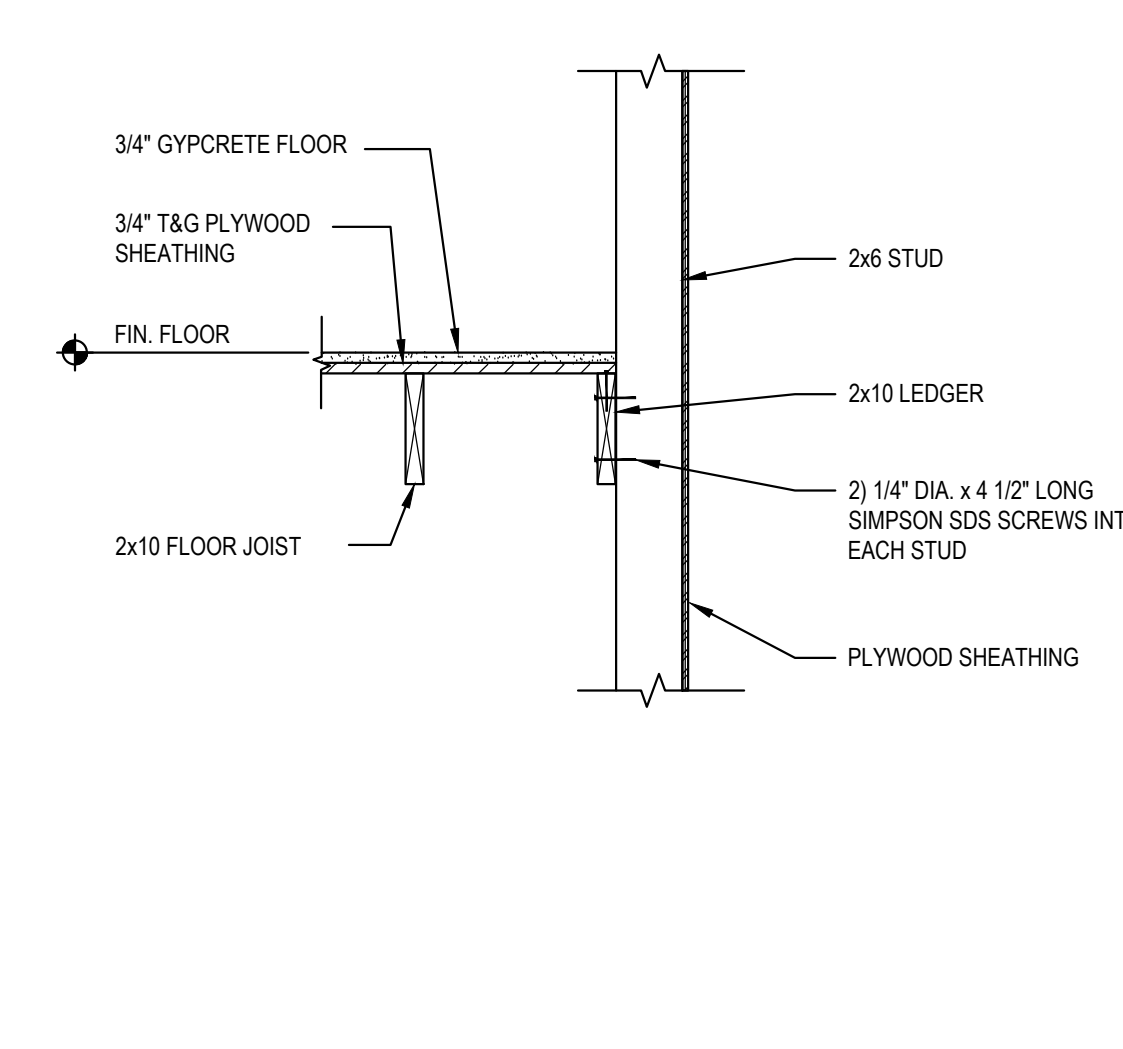
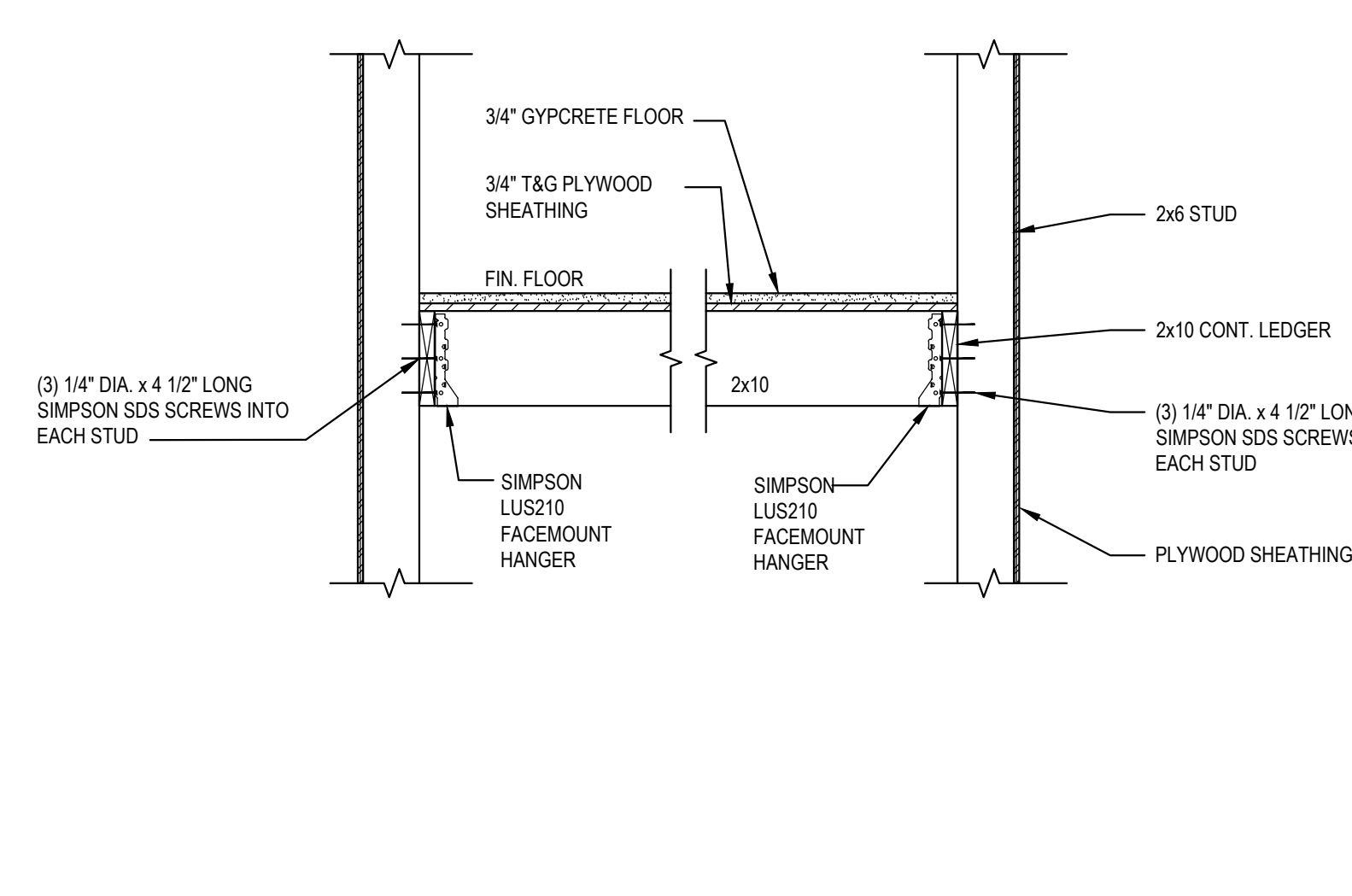
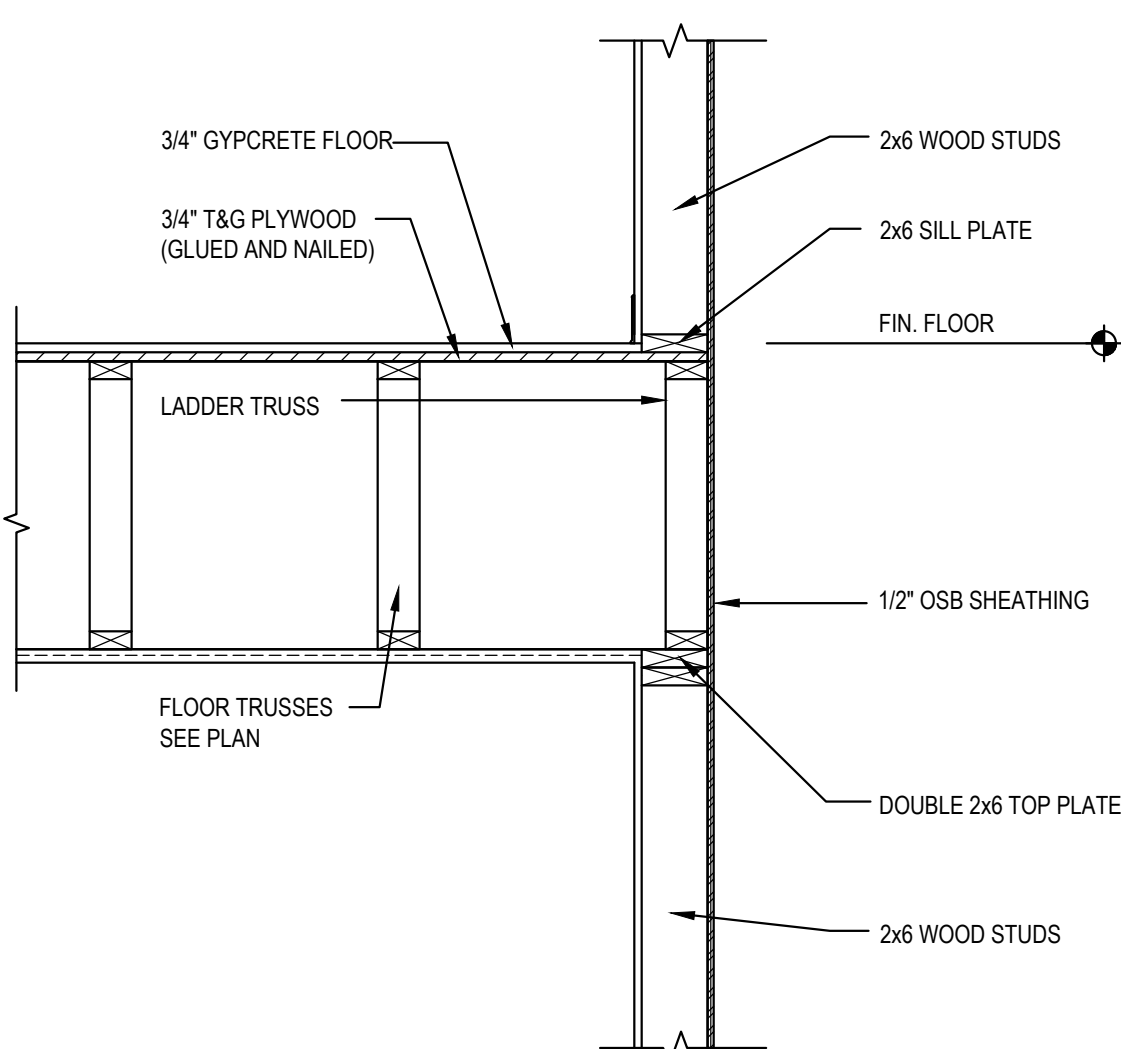
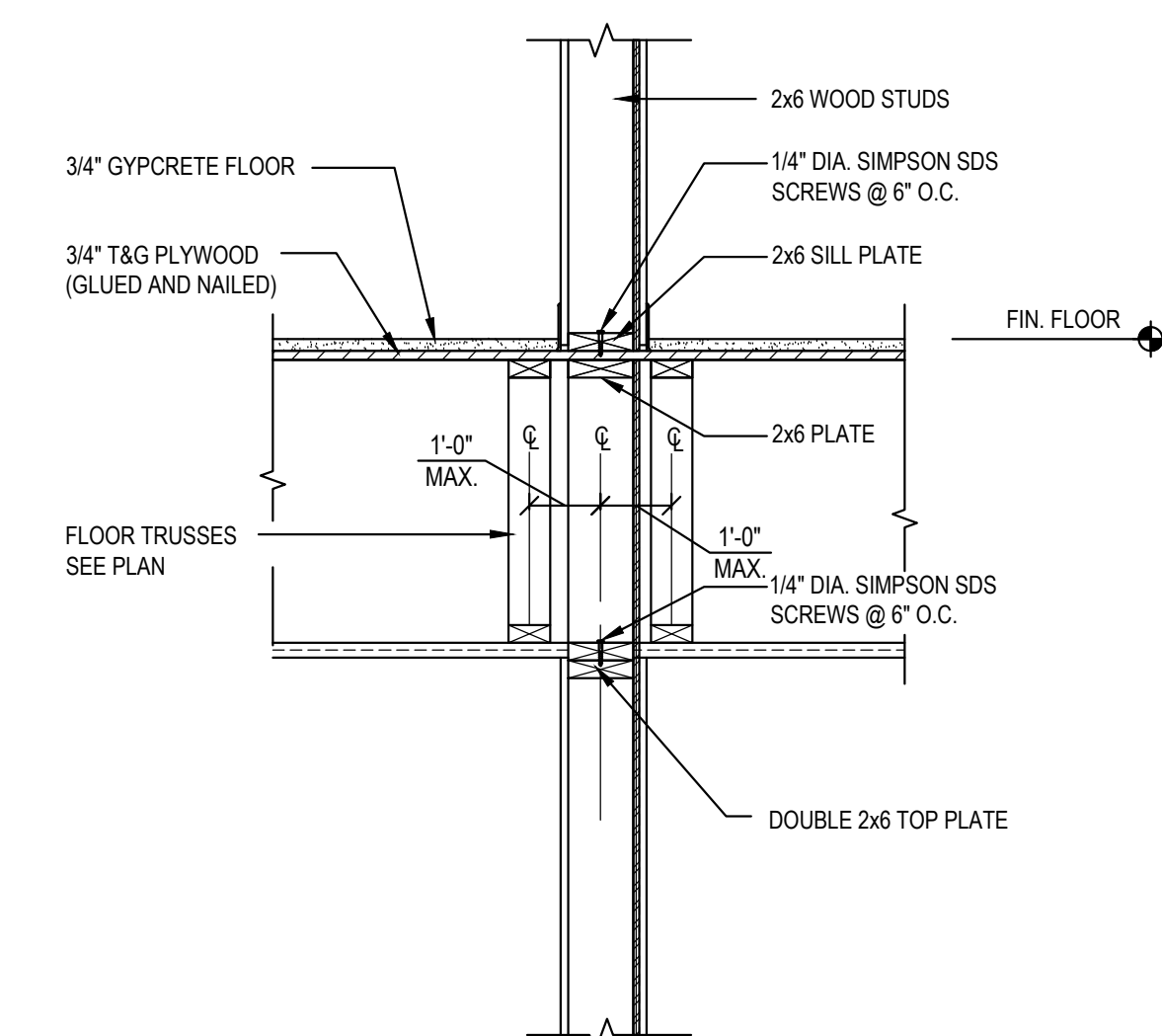
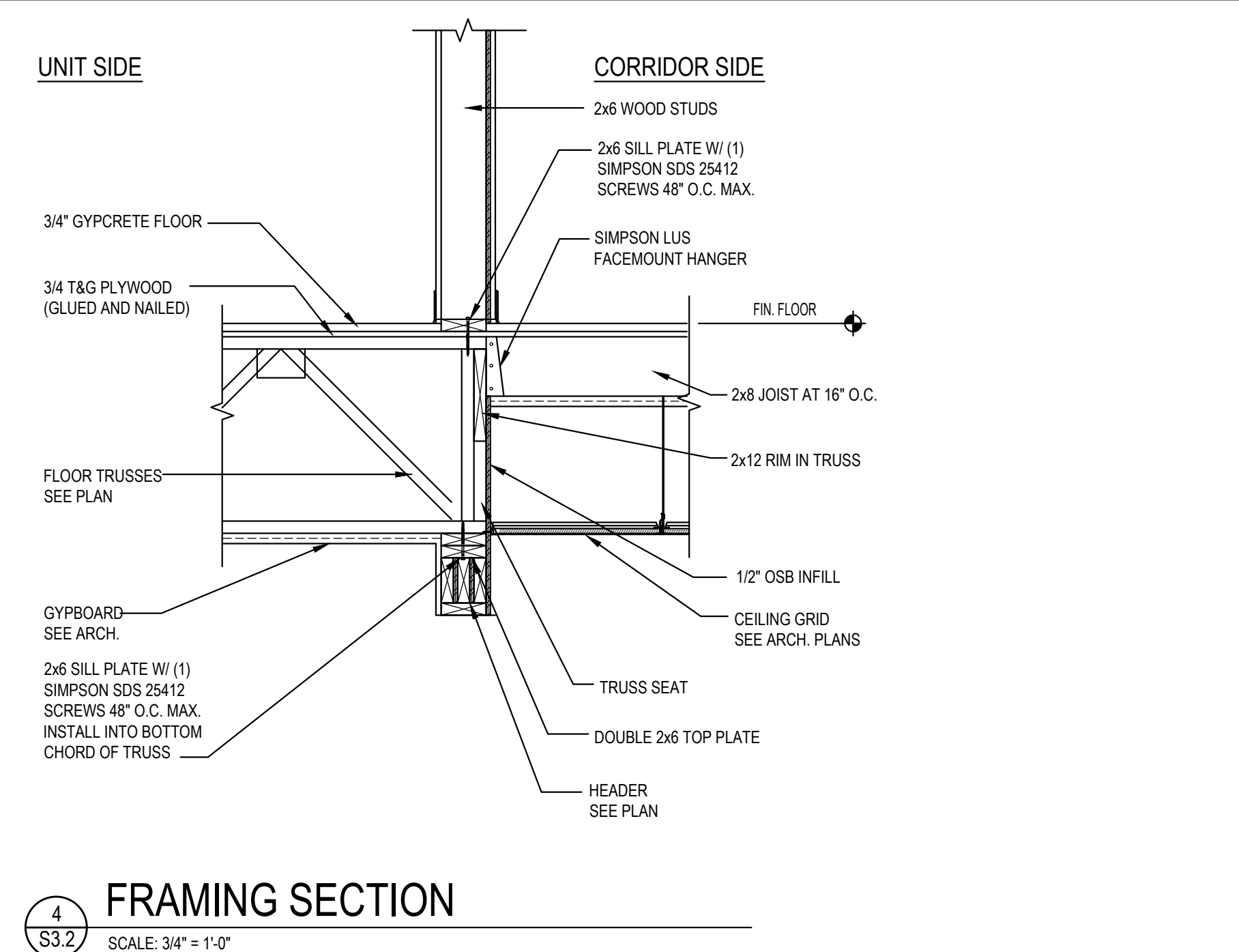
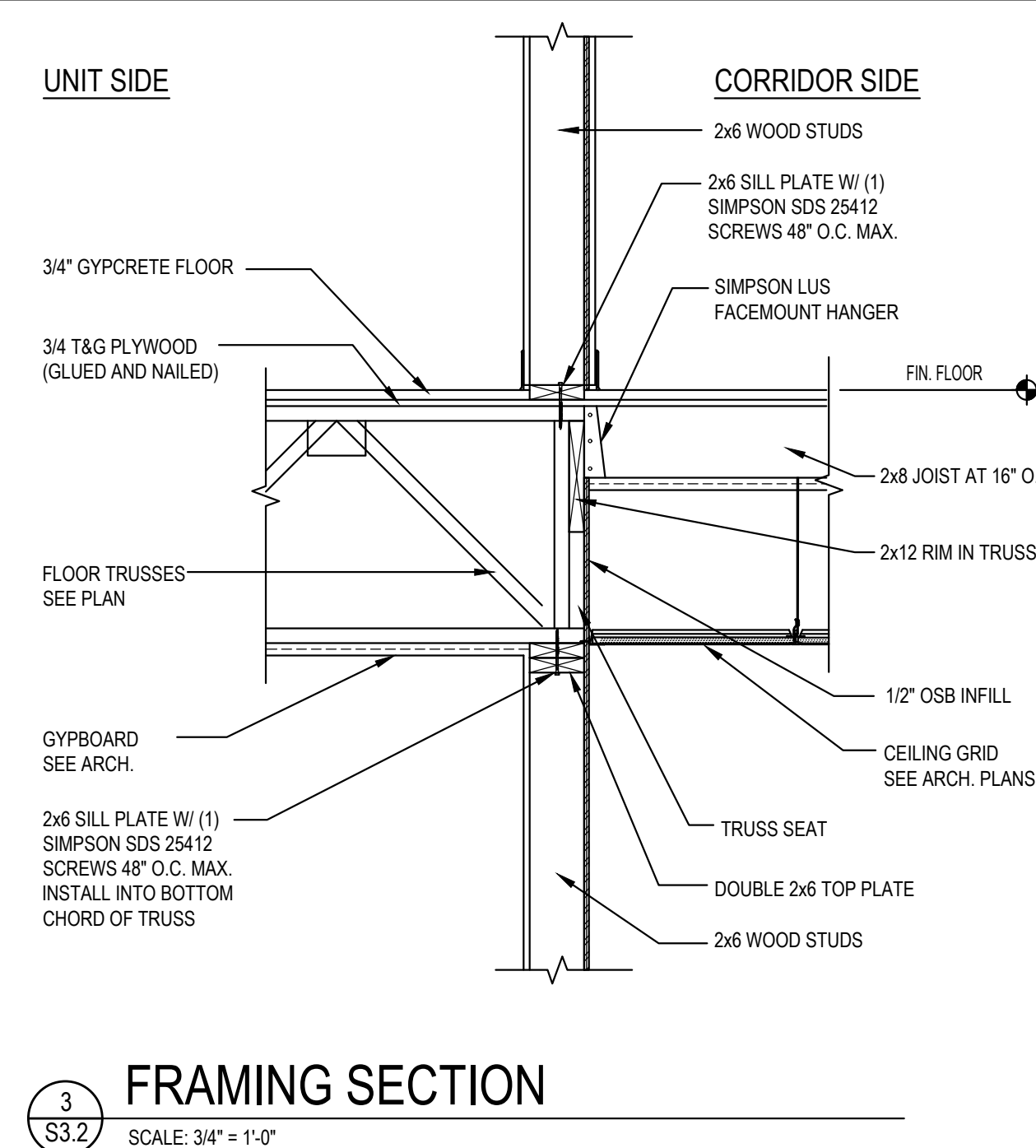
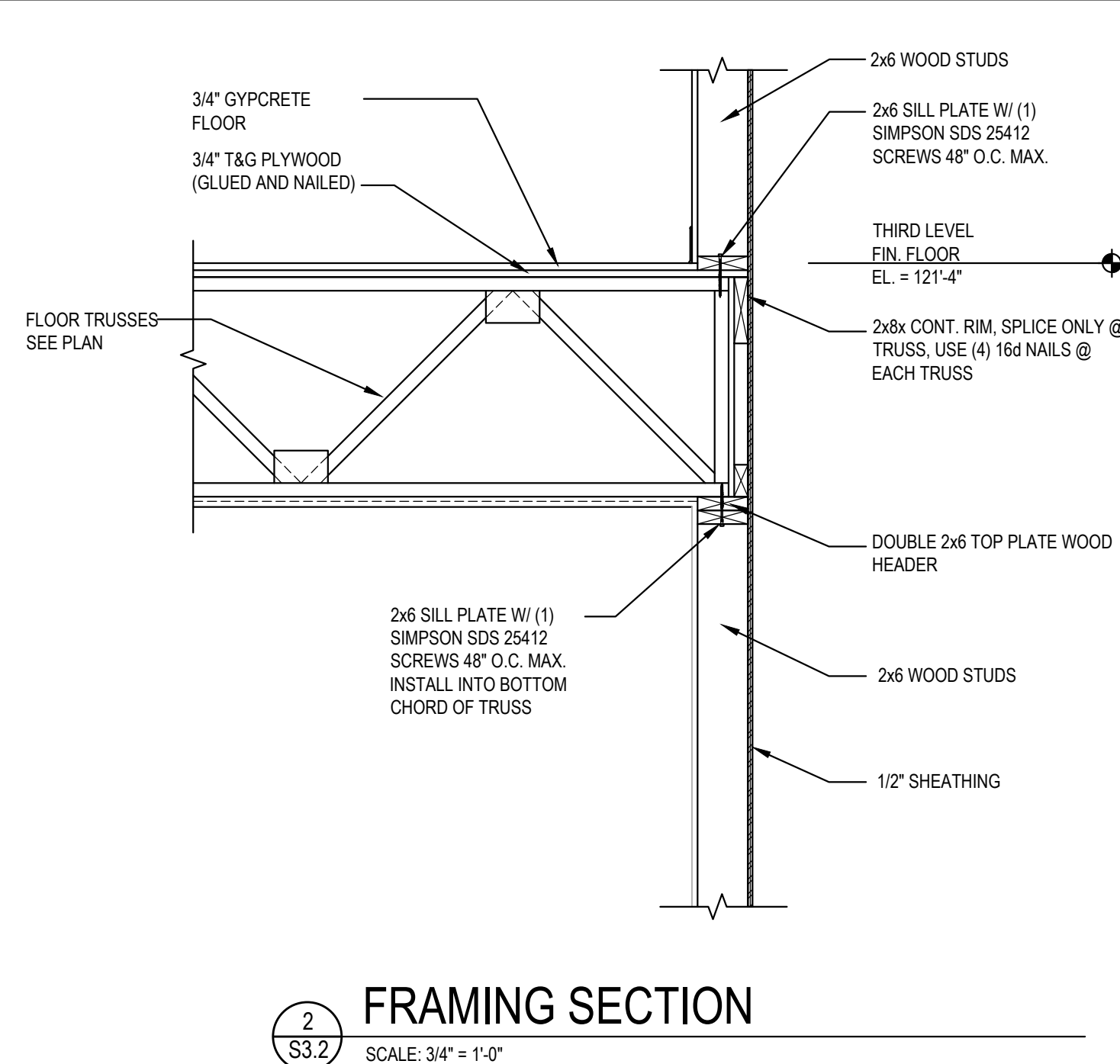
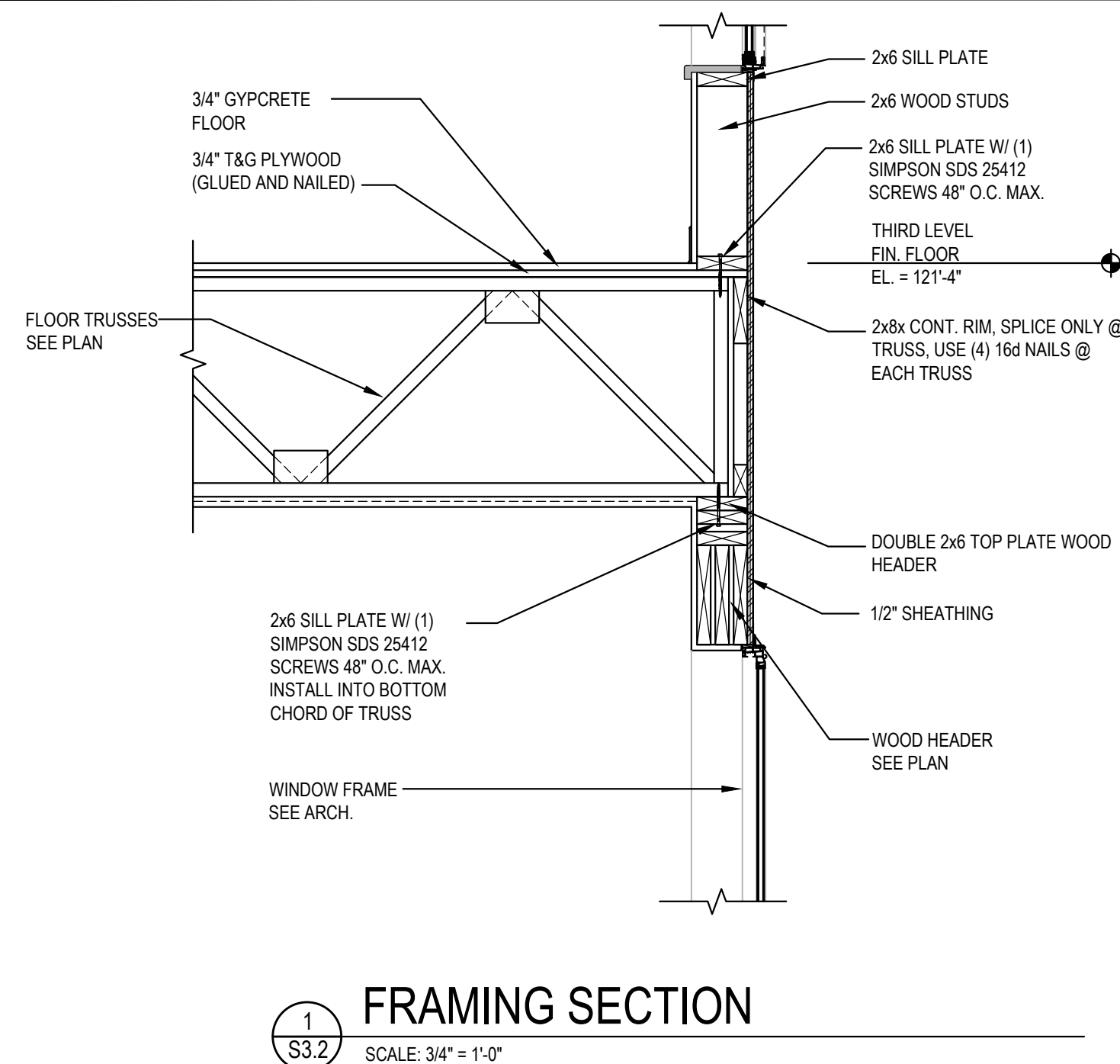
Issue Date: JANUARY 11, 2021

Revisions to the drawing set

No.	Date	Description

Project Number: 0718
Drawn by: MLL
Checked by: RAW
Sheet Name: SECTIONS AND DETAILS

S3.1



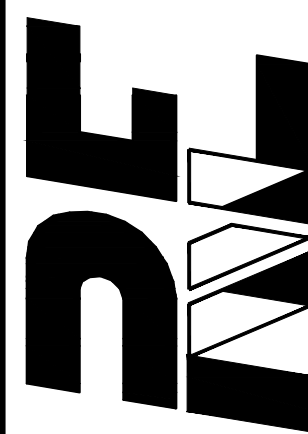
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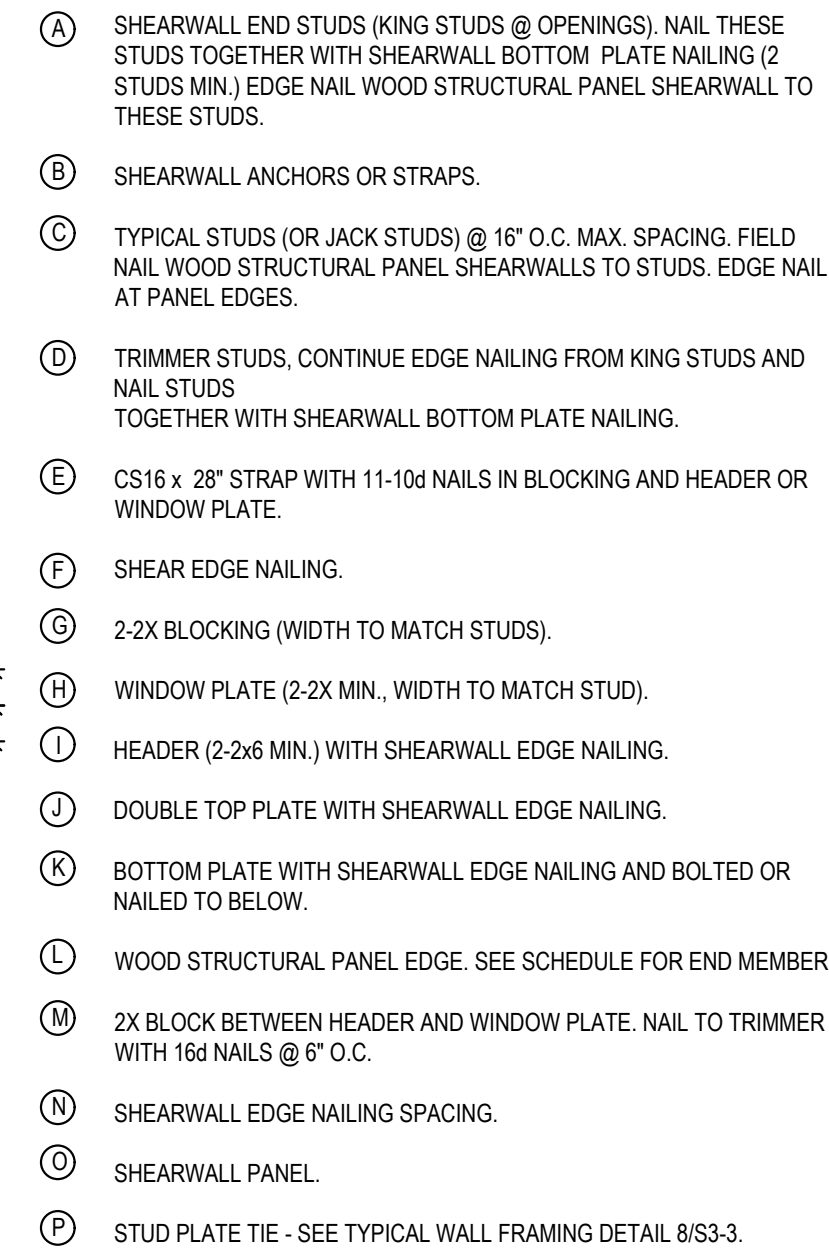
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Project Number:	0718
Drawn by:	MLL
Checked by:	RAW
Sheet Name: SECTIONS AND DETAILS	

S3.2

NOTE:

1. ALL WOOD MEMBERS IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED.
2. NAILING & HARDWARE IN CONTACT WITH PRESSURE TREATED LUMBER SHALL BE HOT DIPPED GALVANIZED.
3. WHERE PANELS ARE APPLIED ON BOTH FACES OF WALL AND NAIL SPACING IS LESS THAN 6" O.C. ON EITHER SIDE PANEL JOINTS SHALL BE OFFSET TO FALL ON DIFFERENT FRAMING MEMBERS. STAGGER NAILING AT EACH SIDE OF JOINT.
4. INSTALL HARDWARE IN ACCORD WITH MANUFACTURERS RECOMMENDATIONS.
5. ALL BOLT HOLES SHALL BE $\frac{1}{8}"$ (MAX) OVERSIZED AT THE CONNECTION OF HOLD DOWNS TO POSTS. INSPECTOR SHALL VERIFY.
6. SEE DETAIL D/53.3 FOR TYPICAL SHEAR WALL FRAMING.



NOTE:

1. DO NOT SPLICE TOP PLATES WITHIN 6'-0" OF ENDS OF WOOD STRUCTURAL PANEL SHEAR WALLS.
2. THIS DETAIL APPLIES TO ALL EXTERIOR WALLS AND INTERIOR WALLS. SIMPSON STRAP TIE NEED NOT BE APPLIED TO INTERIOR WALLS.
3. PROVIDE SIMPSON CMST 14 ON EACH SIDE OF TOP PLATE AT SPLICE LOCATION. EXTEND STRAP 34" BEYOND END OF PLATE SPLICE. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.

8 **ROOF SECTION**
S3.3 SCALE: 1/2" = 1'-0" AT DRAINAGE SLOTS

7
S3.3

FRAMING DETAIL

SCALE: 3/4" = 1'-0"

9 ROOF SECTION
S3.3 SCALE: 1/2" = 1'-0"

ROOF TRUSS SEE PLAN

SHEATHING SEE PLAN

SIMPSON A34 @ 24" O.C.

2x6 STUD WALL

2x12 END BLOCKING ACROSS ENTRY

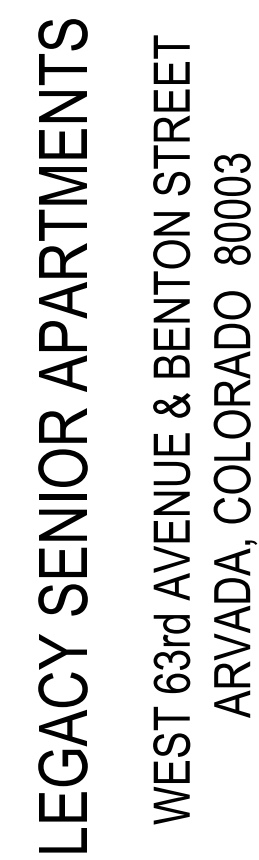
108 0"

(3) 2x6 WOOD COLUMN TYP. END OF LV. HEADER

1/2" OSB SHEATHING

SIMPSON H2.5A

LVL BEAM SEE PLAN



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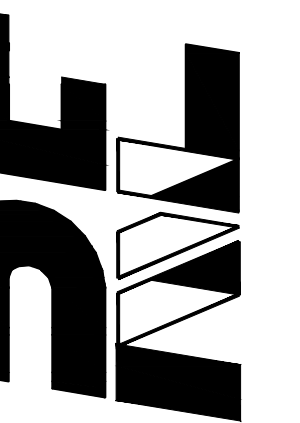
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S3.3



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heet Name:	
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33.4

11-20-03 M.O.D. SYMBOLS & ABBREVIATIONS (mg) | 1/13/2021 | 11:44 AM

SYMBOL	ABBREV.	DESCRIPTION	SYMBOL & DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	ABBREVIATIONS	DESCRIPTION	
— — — — —	OW	COLD WATER			SUPPLY/OUTSIDE AIR DUCT UP (S/A OR O/A)		AF	AIRFOIL	DC-X	DOUBLE COLLECTOR
— — — — —	HW	HOT WATER			SUPPLY/OUTSIDE AIR DUCT DOWN (S/A OR O/A)		AC-X	AIR COMPRESSOR	DF-X	DOUBLE WHEEL DOUBLE INLET
— — — — —	RHW	RECIRCULATED HOT WATER			RETURN AIR DUCT UP (R/A)		A/C	AIR CONDITIONING	HF-X	HYDRONIC FILTER
— — — — —	AV	ACID VENT			RETURN AIR DUCT DOWN (R/A)		ACC-U-X	AIR COOLED CONDENSING UNIT	ID	INSIDE DIAMETER
— — — — —	AW	AIR WASTE			RETURN AIR ROOF/FLOOR PENETRATION		AH-U-X	AIR HANDLING UNIT	IP-X	INTERNAL STATIC PRESSURE
— — — — —	CD	CONDENSATE			EXHAUST AIR DUCT UP (E/A)		AIR PD	AIR PRESSURE DROP	KW	KILOWATT
— — — — —	CHR	CHILLED WATER RETURN			EXHAUST AIR ROOF/FLOOR PENETRATION		AS-X	AIR SEPARATOR	KWH	KILOWATT HOUR
— — — — —	CHS	CHILLED WATER SUPPLY			ROUND DUCT SECTION UP		ATU	AIR TERMINAL UNIT	KES	KITCHEN EQUIPMENT SUPPLIER
— — — — —	CWR	CONDENSER WATER RETURN			ROUND DUCT SECTION DOWN		ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	KEF-X	KITCHEN EXHAUST FAN
— — — — —	CWS	CONDENSER WATER SUPPLY			ROUND DUCT SECTION UP		ASHRAE	AMERICAN SOCIETY OF HEATING, REFRIGERATION AND AIR CONDITIONING ENGINEERS	KH-X	KITCHEN HOOD
— — — — —	DI	DEIONIZED WATER			1. WIDTH DIMENSION		AMP	AMPERE	LAT	LEAVING AIR TEMPERATURE
— — — — —	DS	DOWNSPOUT (RAIN WATER)			2. DEPTH DIMENSION		ANG	ANGLE	LWT	LEAVING WATER TEMPERATURE
— — — — —	DWR	DUAL WATER RETURN			DUCT RISE IN DIRECTION		AD-X	AIR DOOR	LG	LENGTH
— — — — —	DWS	DUAL WATER SUPPLY			DUCT DROP IN DIRECTION		AUX	AUXILIARY	LTG	LIGHTING
— — — — —	FOR	FUEL OIL RETURN			1. WIDTH DIMENSION		ATM	ATMOSPHERE	LD-X	LEAKAGE FUEL
— — — — —	FOS	FUEL OIL SUPPLY			2. WIDTH DIMENSION		AVG	AVERAGE	LF	LINEAR FEET
— — — — —	FOV	FUEL OIL VENT			3. DEPTH DIMENSION		BI	BACKWARD INCLINED	LP	LIQUID PROPANE
— — — — —	FSFR	FIRE SPRINKLER			TYPICAL DUCT TURN		BIBS	BACKWARD INCLINED BACKWARD CURVED	LRA	LOOKED ROTOR AMPS
— — — — —	G	NATURAL GAS LINE (FIRM)			1. SIDE CONNECTION TEE		BOD	BOTTOM OF DUCT	LVR	LOUVER
— — — — —	GI	GREASE INTERCEPTOR			15. SHOCK ABSORBER		BOJ	BOTTOM OF JOIST	LPC	LOW PRESSURE CONDENSATE
— — — — —	HG	HOT GAS			16. FLOW METER FITTING		B-X	BOILER	LPS	LOW PRESSURE STEAM
— — — — —	HPR	HIGH PRESSURE STEAM RETURN			17. PIPE ANCHOR		BHP	BREAK HORSE POWER	LBS	POUNDS
— — — — —	HPS	HIGH PRESSURE STEAM SUPPLY			18. BALANCE VALVE W/ FLOW METER FITTING		BTU	BRITISH THERMAL UNIT	MBH	1000 BTUS
— — — — —	HWR	HEATING WATER RETURN			19. FLOW CONTROL VALVE		BLD	BUILDING	MFR	MANUFACTURER
— — — — —	HWS	HEATING WATER SUPPLY			20. PIPE CAP, PLUG OR CLEANOUT		CUH-X	CABINET UNIT HEATER	MA	MAKE-UP AIR
— — — — —	IG	NATURAL GAS LINE (INTERRUPTIBLE)			21. FLOAT AND THERMOSTATIC TRAP		CLJ-X	CEILING	MAU-X	MAKE-UP AIR UNIT
— — — — —	LPG	LIQUIFIED PETROLEUM GAS			22. PRESSURE AND TEMPERATURE TEST PORT		C C C	CENTER TO CENTER	MECH	MECHANICAL
— — — — —	LPR	LOW PRESSURE STEAM RETURN			23. FLOW DIRECTION ARROW		CG	CENTER OF GRAVITY	MC	MECHANICAL CONTRACTOR
— — — — —	LPS	LOW PRESSURE STEAM SUPPLY			24. EXPANSION JOINT		CF-X	CENTRIFUGAL	MP	MEDIUM PRESSURE CONDENSATE
— — — — —	LSPR	LAWN SPRINKLER			25. FLEX CONNECTOR		CF-X	CHEMICAL FEED SYSTEM	MPS	MEDIUM PRESSURE STEAM
— — — — —	MPS	MEDIUM PRESSURE STEAM RETURN			26. PRESSURE AND TEMPERATURE RELIEF VALVE		CHR	CHILLED WATER RETURN	MIN	MINIMUM
— — — — —	MPS	MEDIUM PRESSURE STEAM SUPPLY			27. THREE WAY CONTROL VALVE		CHS	CHILLED WATER SUPPLY	MISC	MISCELLANEOUS
— — — — —	NP	NON POTABLE COLD WATER			28. CONTINUATION SYMBOL		CH-X	CHILLER	MV-X	MIXING VALVE
— — — — —	NPHW	NON POTABLE HOT WATER			29. PIPE DOWN		CPVC	CHLORINATED POLYVINYL CHLORIDE	MTD	MOUNTED
— — — — —	NP	NON POTABLE RECIRCULATED HOT WATER			30. PIPE UP		CLR	CLEANOUT	MTG	MOUNTING
— — — — —	O	OXYGEN					CMR	COMPRESSOR	NOM	NOMINAL
— — — — —	ORD	OVERFLOW DRAIN					CRAC-X	COMPUTER ROOM AIR CONDITIONER	NC	NORMALLY CLOSED / NOISE CRITERIA
— — — — —	RL	REFRIGERANT LIQUID					CP-X	CONDENSATE PUMP	NO	NORMALLY OPEN / NUMBER
— — — — —	RS	REFRIGERANT SUCTION					CDU	CONDENSER UNIT	N/A	NOT APPLICABLE
— — — — —	S	SOFT COLD WATER					CU-X	CONDENSING UNIT	GEN	GENERATOR
— — — — —	SHW	SOFT HOT WATER					CUH-X	CONSTANT VOLUME / CONTROL VALVE	GH-X	GRAVITY HOOD
— — — — —	SHW	SOFT RECIRCULATED HOT WATER					CC-X	CLOSED CIRCUIT COOLER (FLUID COOLER)	G-X	GRILLE
— — — — —	SD	STORM DRAIN					CC-X	COOLING COIL	HZ	HERTZ
— — — — —	TW	TEMPERED WATER					CT-X	COOLING TOWER	HE-X	HEAT EXCHANGER
— — — — —	V	VENT					CU FT	CUBIC FEET	HP-X	HEAT PUMP
— — — — —	VAC	VACUUM					CFM	CUBIC FEET PER MINUTE	HPWR	HEAT PUMP WATER RETURN
— — — — —	W	WASTE ABOVE GRADE					CU IN	CUBIC INCH	HPWS	HEAT PUMP WATER SUPPLY
— — — — —	W	WASTE BELOW FLOOR							HTR	HEATER
— — — — —	W	WASTE BELOW GRADE							HTG	HEATING
— — — — —	W	WASTE BELOW GRADE							HC-X	HEATING COIL
— — — — —	W	WASTE BELOW GRADE							HVAC	HEATING, VENTILATING & AIR CONDITIONING
— — — — —	W	WASTE BELOW GRADE							HWR	HEATING WATER RETURN
— — — — —	W	WASTE BELOW GRADE							HWS	HEATING WATER SUPPLY
— — — — —	W	WASTE BELOW GRADE							HGT	HEIGHT
— — — — —	W	WASTE BELOW GRADE							HDPE	HIGH DENSITY POLYETHYLENE
— — — — —	W	WASTE BELOW GRADE							HP	HORSE POWER
— — — — —	W	WASTE BELOW GRADE							HR	HOUR
— — — — —	W	WASTE BELOW GRADE								
— — — — —	W	WASTE BELOW GRADE								
— — — — —	W	WASTE BELOW GRADE								
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— — — — —	W	WASTE BELOW GRADE								
— — — — —	W	WASTE BELOW GRADE								



SCALE: 3/32" = 1'-0"

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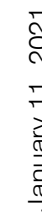
I. E. ~ 93' -0'

KEYED PLUMBING NOTES

1. 4" W UP TO DOUBLE GRADE CO.
2. 2" W UP TO SH.
3. 3" W UP TO WC.
4. 2" W UP TO LAV.
5. NOT USED.
6. 2" W UP TO FD.
7. 2" V UP.
8. 2" W STACK UP.
9. 2" W UP TO SK.
10. 2" W UP TO WMB.
11. 3" COMBINATION W/V UP TO SK.
12. 2" V UP, 3" W STACK UP.
13. 3" W STACK UP, 2" V UP.
14. 2" W UP TO LAV, 3" W STACK UP, 2" W UP TO WMB.
15. 2" W UP TO WMB, 3" W STACK UP, 2" W UP TO LAV.
16. 3" W STACK UP.
17. 4" W UP TO CO.
18. 3" W STACK UP, 2" W UP TO WMB, 2" W UP TO LAV.
19. 3" W UP TO MSK.
20. 2" V UP, 2" V UP, 2" W STACK UP.
21. 2" W UP TO LAV, 2" W UP TO WMB.
22. 4" PERFORATED PVC PIPE FOR RADON MITIGATION.
23. 4" W UP TO FLOOR DRAIN.
24. CONCRETE SUMP BASIN BY OTHERS.
25. 4" CW SERVICE UP TO BLIND FLANGE. 6" FSPR UP TO BLIND FLANGE.
26. 2" DISCH UP, 2" DISCH UP.
27. 2" W UP TO TD.
28. 4" RADON VENT UP.
29. 3/4" CW FOR GARDEN IRRIGATION. (SEE CIVIL FOR CONTINUATION.)
30. 3/4" CW DN.
31. KEEP ALL SANITARY PIPING AS HIGH AS POSSIBLE THEN ELBOW DOWN TO THE MAIN LINE IN THE HALLWAY.
32. RADON PIPING TO BE BELOW VAPOR BARRIERS/LAB AS COMBINED. CAP PIPING INSIDE CRAWLSPACE, PIPING DOES NOT PENETRATE HALLWAY WALLS.

GENERAL NOTES:

1. CEILING SPACE IS LIMITED AND REQUIRES DETAILED COORDINATION BETWEEN TRADES PRIOR TO ASSOCIATED WORK.
2. PROVIDE AND INSTALL ALL NECESSARY FIRE CAULK AND FIRE COLLARS ARE REQUIRED TO MAINTAIN INTEGRITY OF FIRE RATED FLOORS AND WALLS.
3. SOUND CAULK ALL PIPE PENETRATIONS IN NON-FIRE RATED WALLS AND FLOORS.

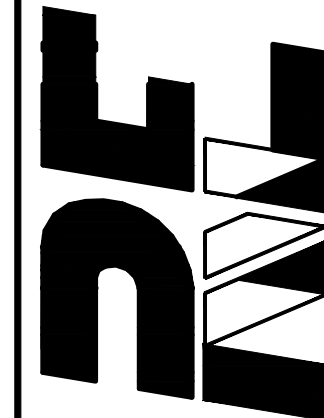


LEGACY SENIOR APARTMENTS
WEST 63rd AVENUE & BENTON STREET
ARVADA, COLORADO 80003

CONSULTING ENGINEER



**ROBERT W. ENGEL AND
ASSOCIATES, ARCHITECTS**



Issue Date: JANUARY 11, 202

Revisions to the drawing set

[illegible]

Project Number: 0718

Drawn by: ANV

Checked by: RDH

Sheet Name:

Sheet Name:
UNDERFLOOR PLUMBING PLAN

P1.1

LEGACY SENIOR APARTMENTS
WEST 63rd AVENUE & BENTON STREET
ARVADA, COLORADO 80003



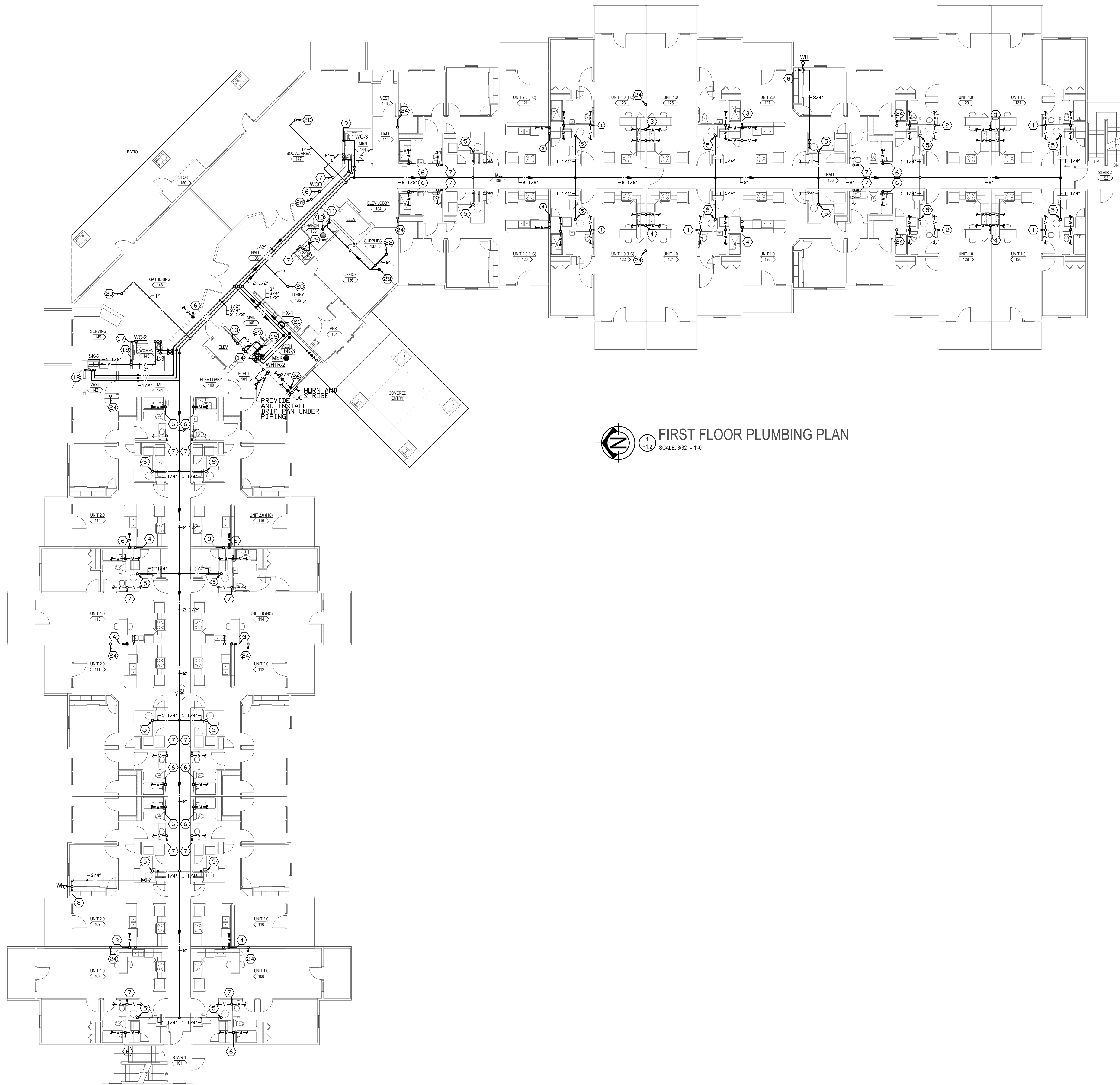
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email: RWEArchitects@RWEArchitects.com

Issue Date: JANUARY 11, 202		
Revisions to the drawing set		
No.	Date	Description

[illegible]

Project Number:	0718
Drawn by:	ANW
Checked by:	RDH
Sheet Name: FIRST FLOOR PLUMBING PLAN	

P1.2



KEYED PLUMBING NOTES: X

1. 2" V UP, 3" W STACK UP/DN.
2. 3" W STACK UP/DN, 2" V UP.
3. 2" W STACK UP/DN, 1 1/2" V UP.
4. 1 1/2" V UP, 2" W STACK UP/DN.
5. 1" CW UP.
6. 3" W STACK UP/DN.
7. 2" V UP.
8. 3/4" CW DN TO WH MOUNTED 24" ABOVE FINISHED GRADE. PROVIDE SHUT OFF VALVE IN MECHANICAL ROOM IN UNIT ADJACENT TO WALL HYDRANT LOCATION.
9. 1/2" CW DN, 2" V/W DN, 1/2" CW DN, 1/2" HW DN.
10. 3" W UP.
11. 3" W DN.
12. 2" V DN.
13. 2" V UP, 2" W UP TO SK, 2" W UP TO SK.
14. 2" DISCH DN, 2" DISCH DN.
15. 1/2" HW DN, 1/2" CW DN, 2" V DN, 2" V DN, 2" W DN.
16. NOT USED.
17. 1/2" CW DN, 2" V/W DN, 1/2" HW DN, 1/2" CW DN.
18. 1 1/2" V/2" W DN, 1/2" CW DN, 1/2" HW DN, 1/2" CW DN.
19. 2" V UP.
20. 1" CW UP.
21. THERMAL EXPANSION TANK SET ON FLOOR.
22. 2" W UP TO FD.
23. 1 1/2" V UP, 2" W UP TO FD.
24. 4" RADON VENT UP/DN.
25. MOUNT SUMP PUMP CONTROL PANEL AT 48" A.F.F.
26. 3/4" CW DN. PROVIDE SHUT OFF VALVE IN MECHANICAL ROOM.

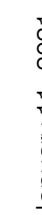
GENERAL NOTES:

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2. PROVIDE AND INSTALL ALL NECESSARY FIRE CAULK AND FIRE COLLARS ARE REQUIRED TO MAINTAIN INTEGRITY OF FIRE RATED FLOORS AND WALLS.
3. SOUND CAULK ALL PIPE PENETRATIONS IN NON-FIRE RATED WALLS AND FLOORS.



1. 2" V STACK UP/DN, 3" W STACK UP/DN.
2. 3" W STACK UP/DN, 2" V STACK UP/DN.
3. 2" W STACK UP/DN, 1 1/2" V STACK UP/DN.
4. 1 1/2" V STACK UP/DN, 2" W STACK UP/DN.
5. 3" W STACK UP/DN.
6. 2" V STACK UP/DN.
7. 2" W STACK UP/DN.
8. 1 1/2" V UP.
9. 2" V UP.
10. 3/4" CW UP/1" DN.
11. 2" V DN.
12. 2" V STACK UP/DN, 1 1/2" V DN.
13. 4" RADON VENT UP/DN.
14. 2" W UP TO FD.
15. 1 1/2" V UP/2" W DN.

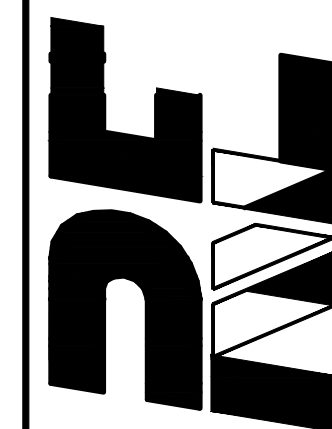
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Issue Date: JANUARY 11, 202

Revisions to the drawing set

[illegible]

Project Number:	0718
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Drawn by: ANW

Checked by:	RDH
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Sheet Name:
SECOND FLOOR PLUMBING PL

P1.3



P1.4 SCALE: 3/32" = 1'-0"

SCALE: 3/32" = 1'-0"

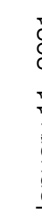
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GENERAL NOTES:

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2. PROVIDE AND INSTALL ALL NECESSARY FIRE CAULK AND FIRE COLLARS ARE REQUIRED TO MAINTAIN INTEGRITY OF FIRE RATED FLOORS AND WALLS.

3. SOUND CAULK ALL PIPE PENETRATIONS IN NON-FIRE RATED WALLS AND FLOORS.



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Issue Date: JANUARY 11, 2021

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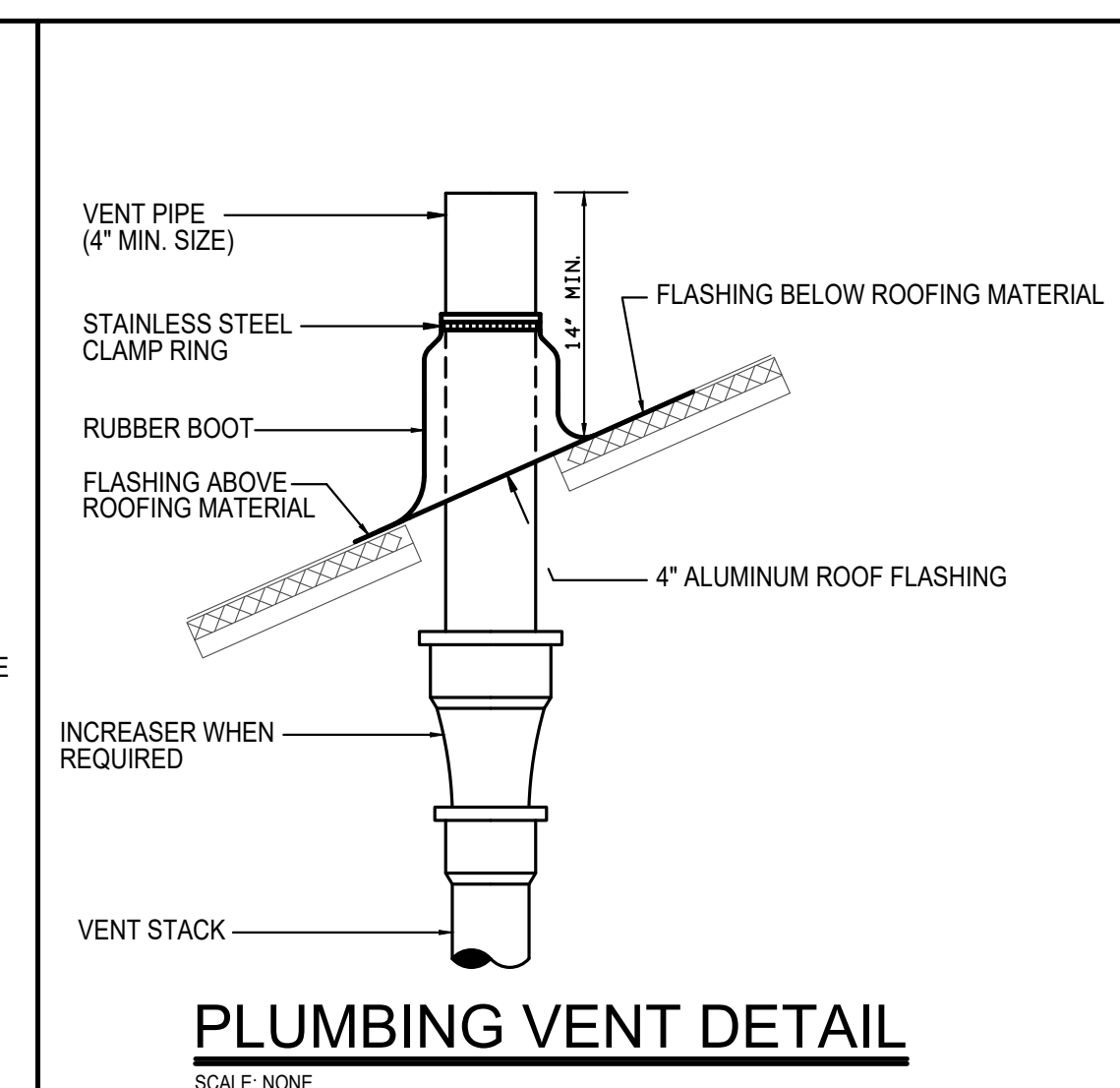
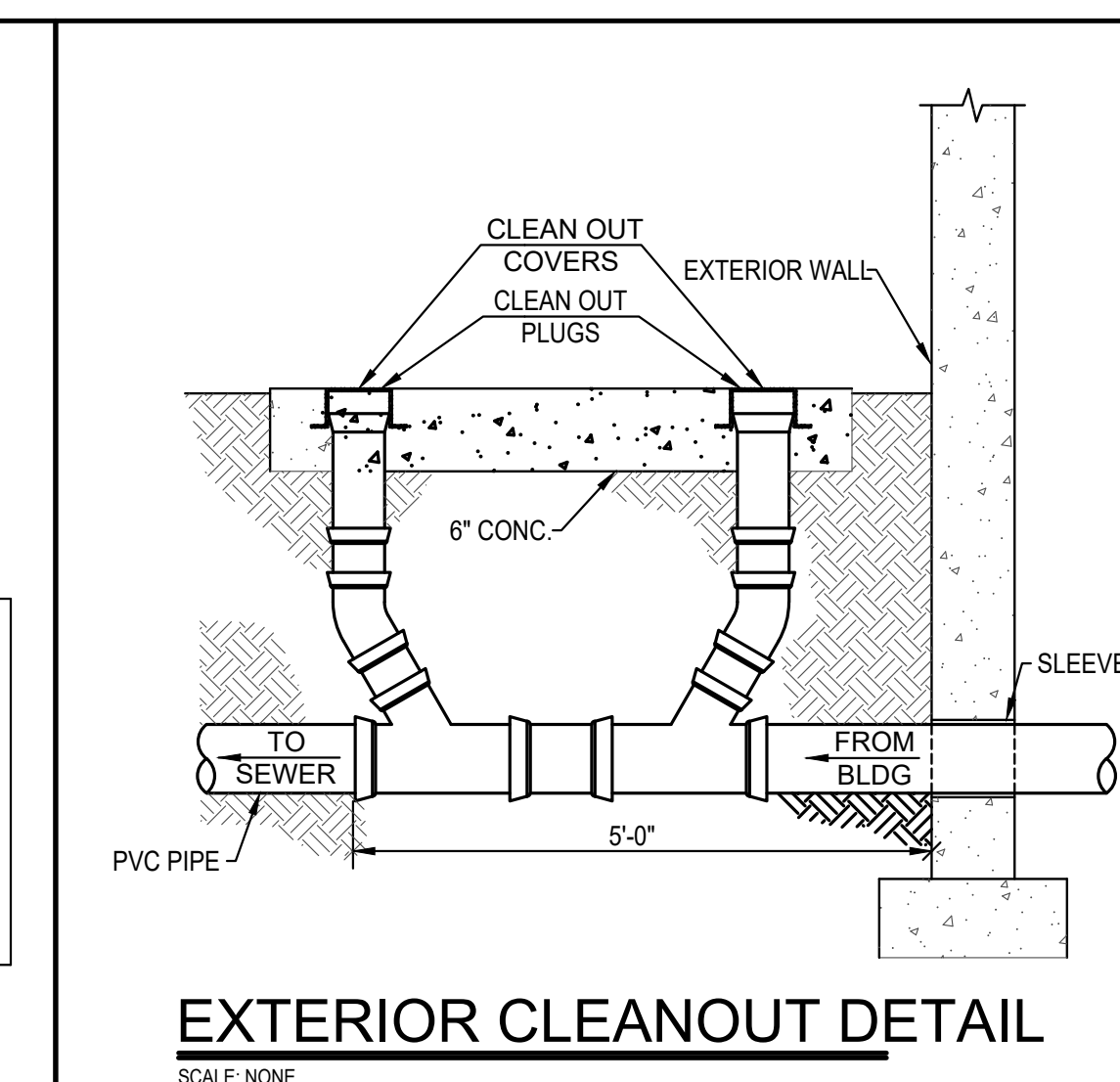
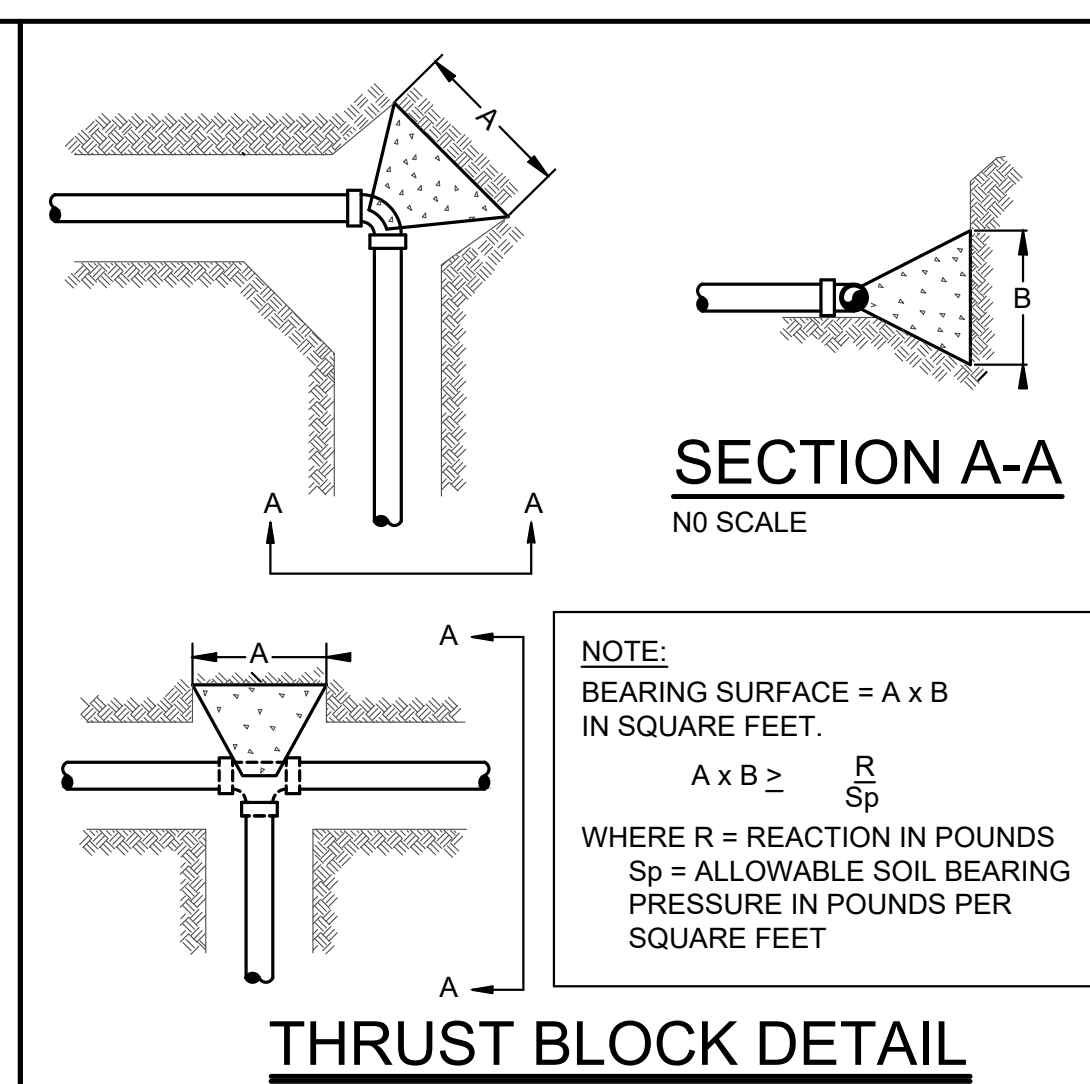
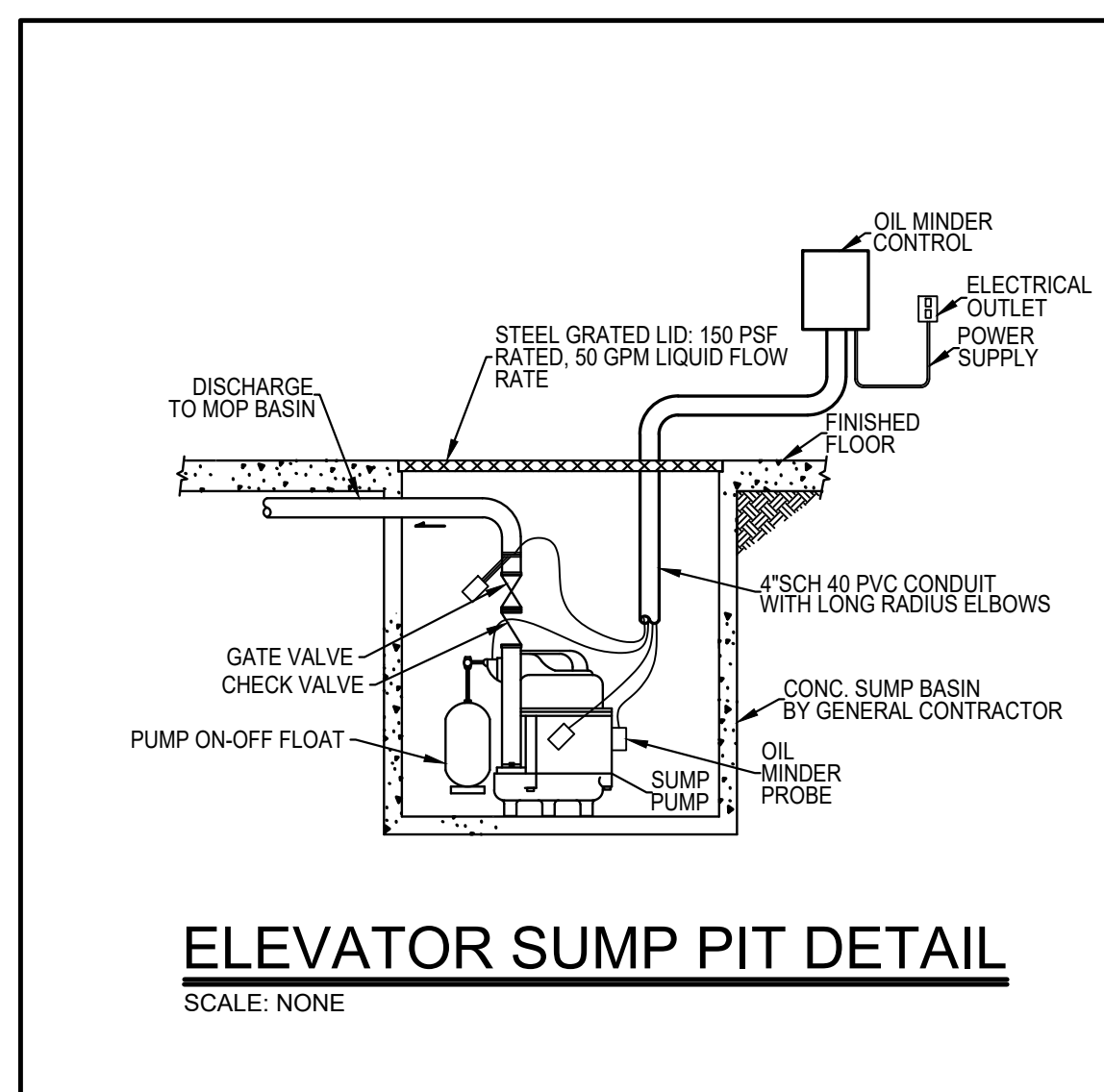
Project Number: 0718

Drawn by: ANW

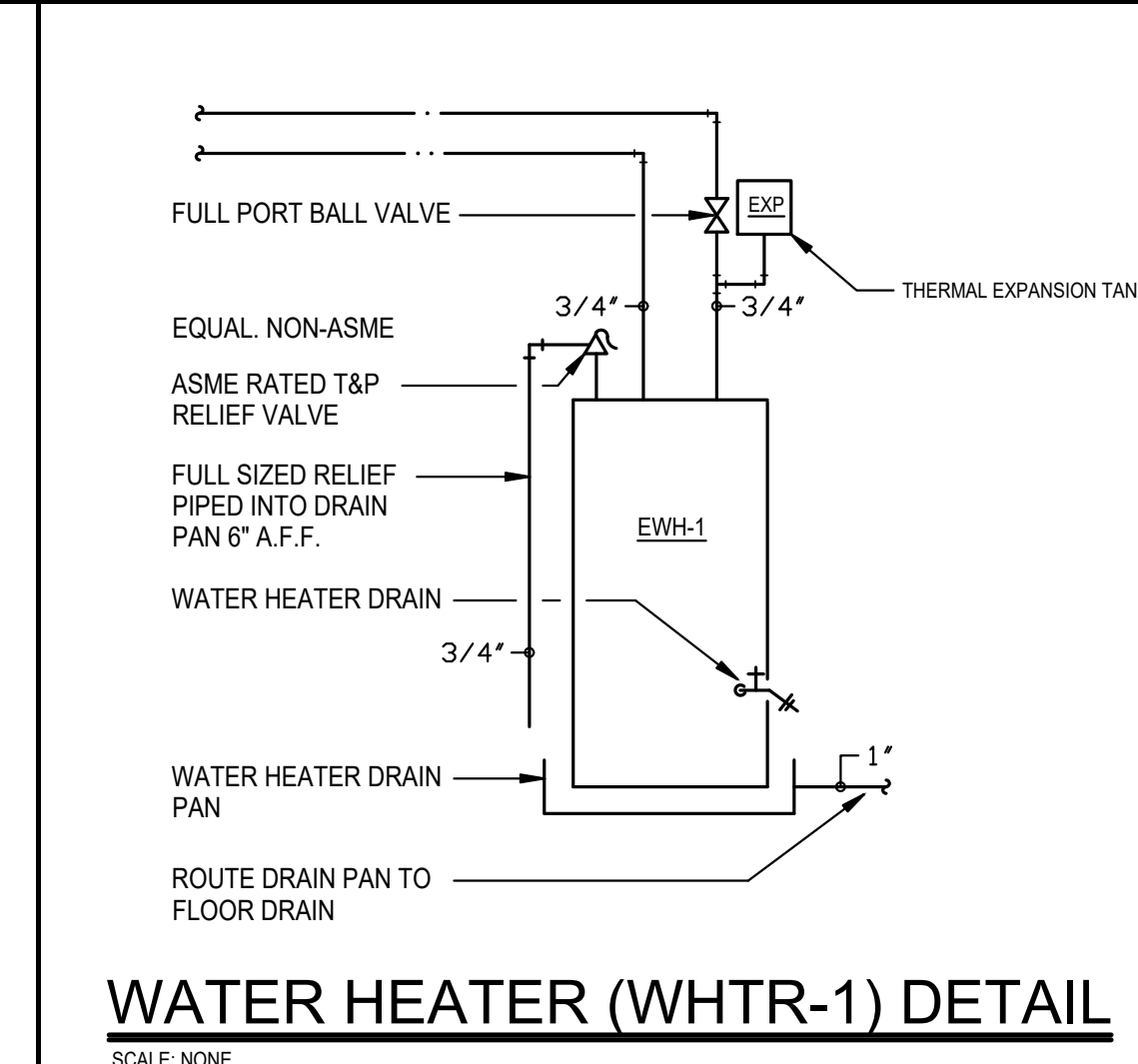
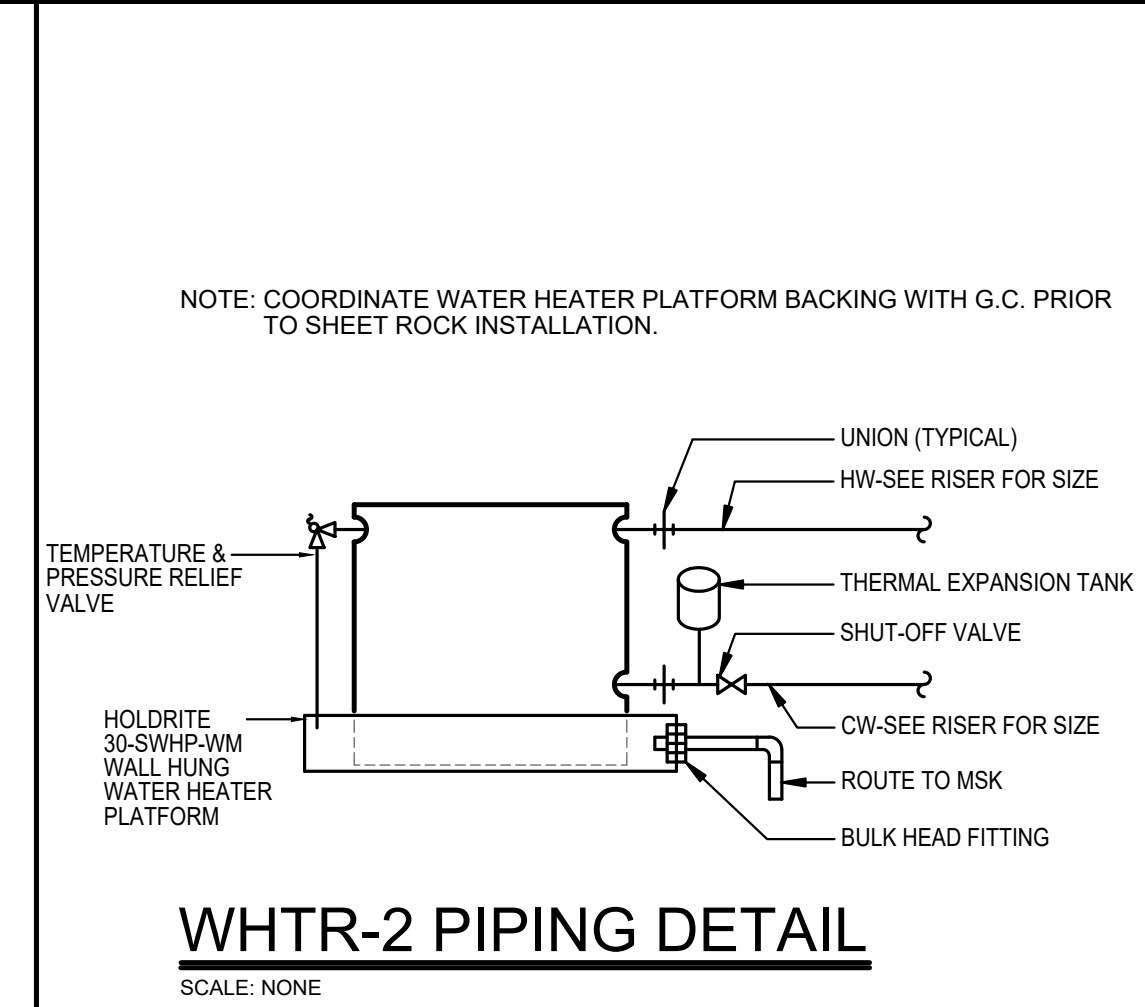
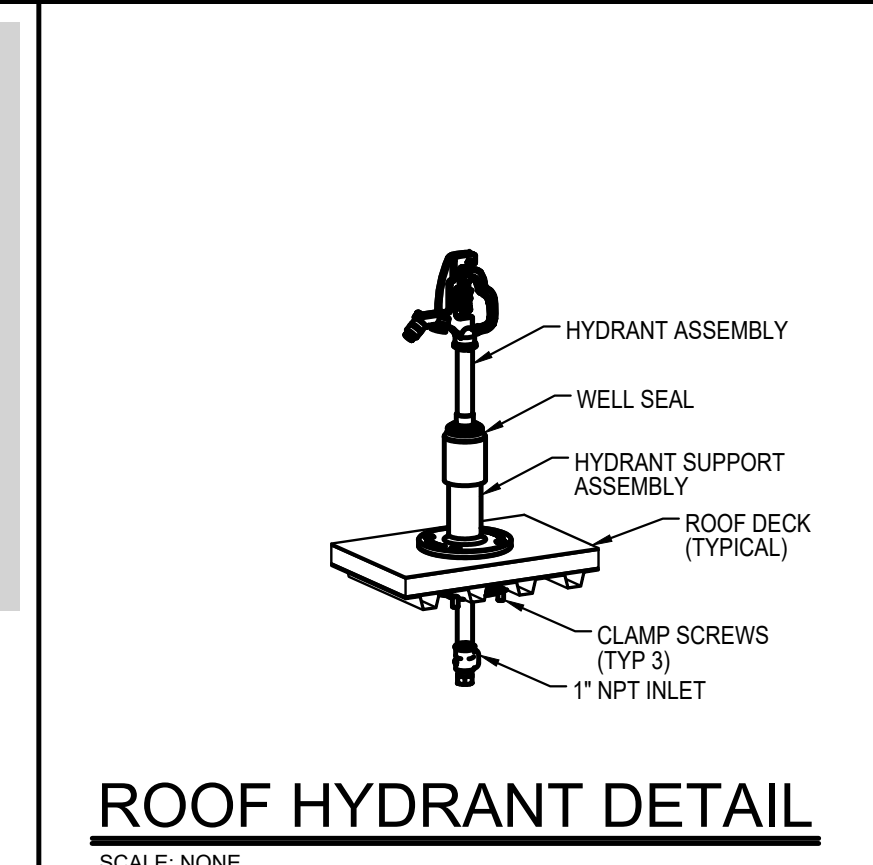
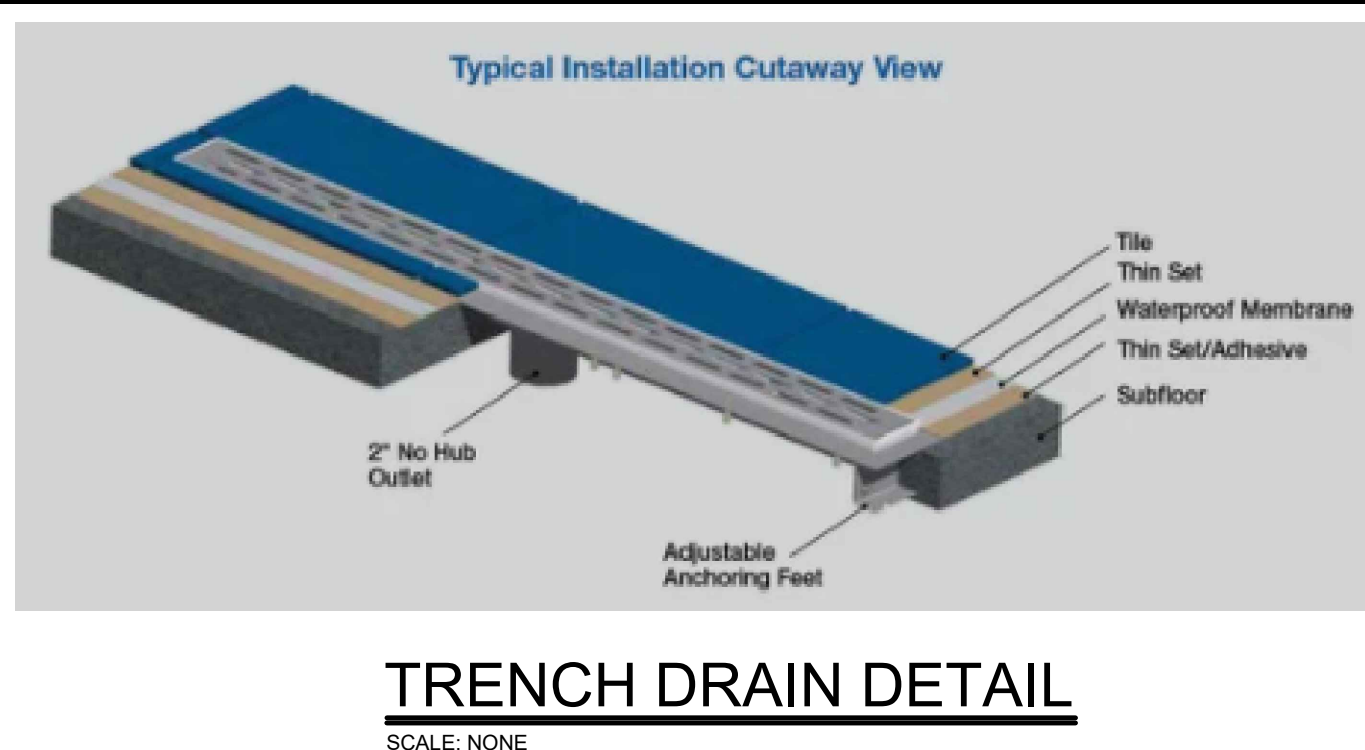
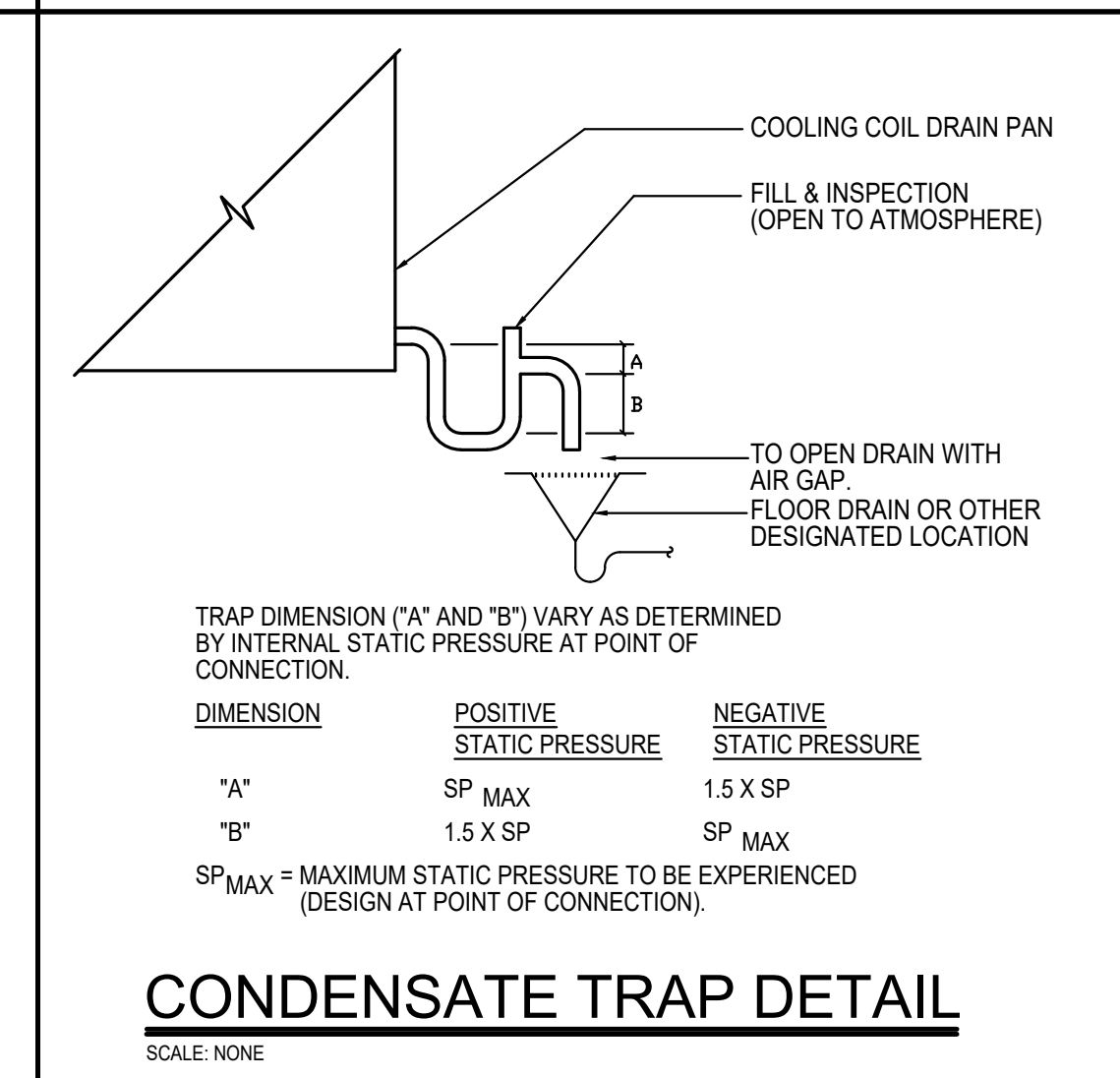
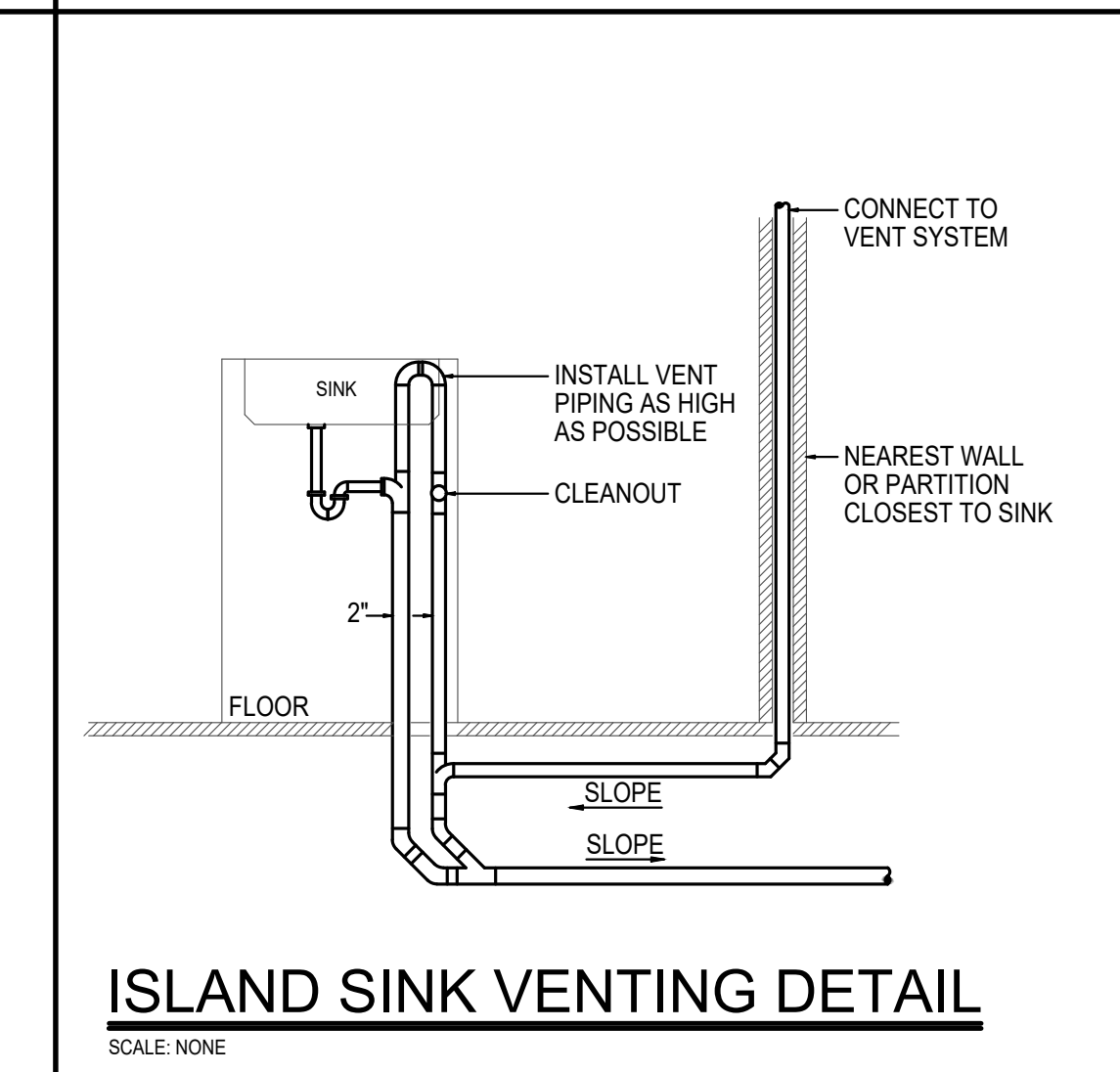
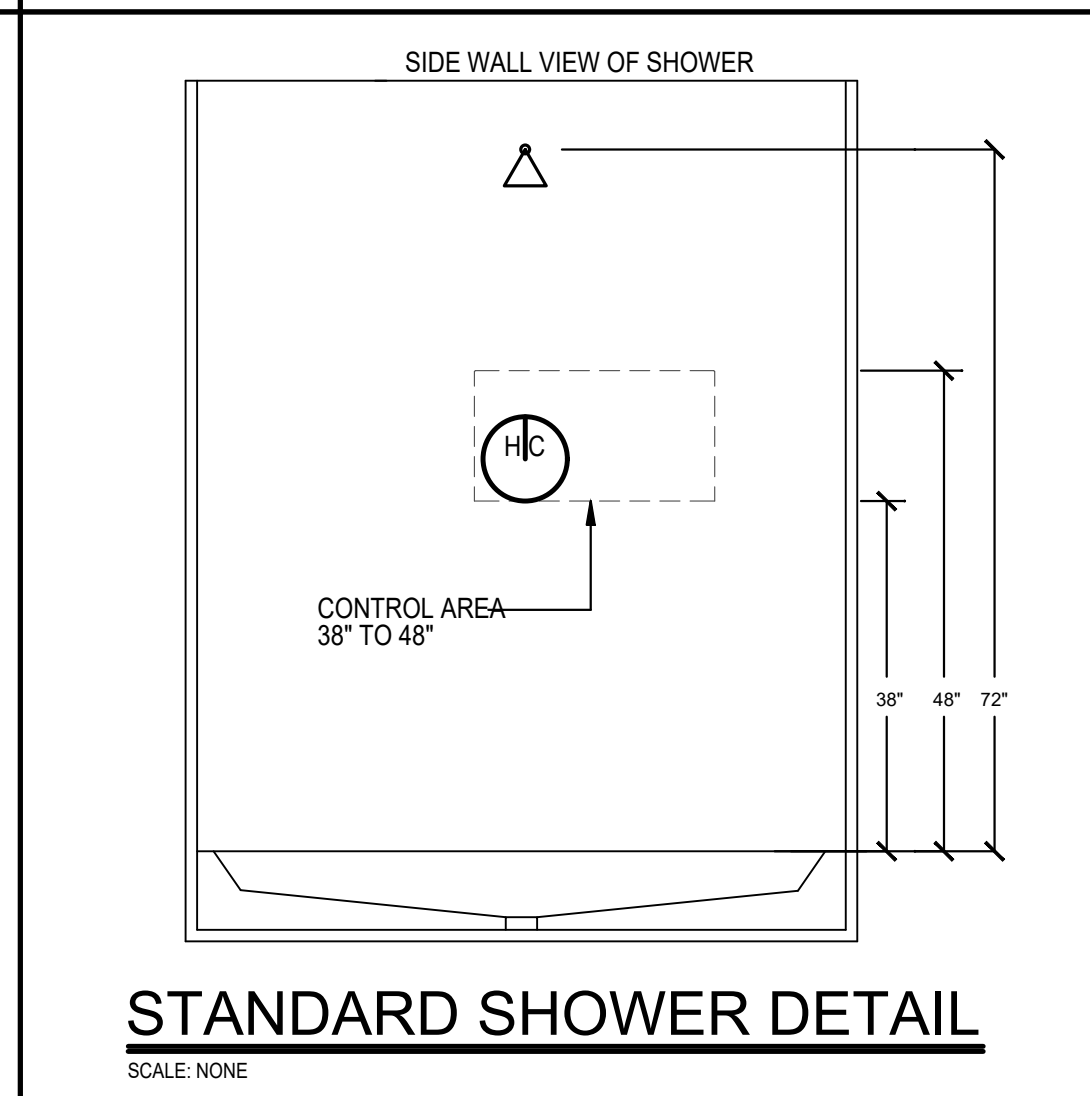
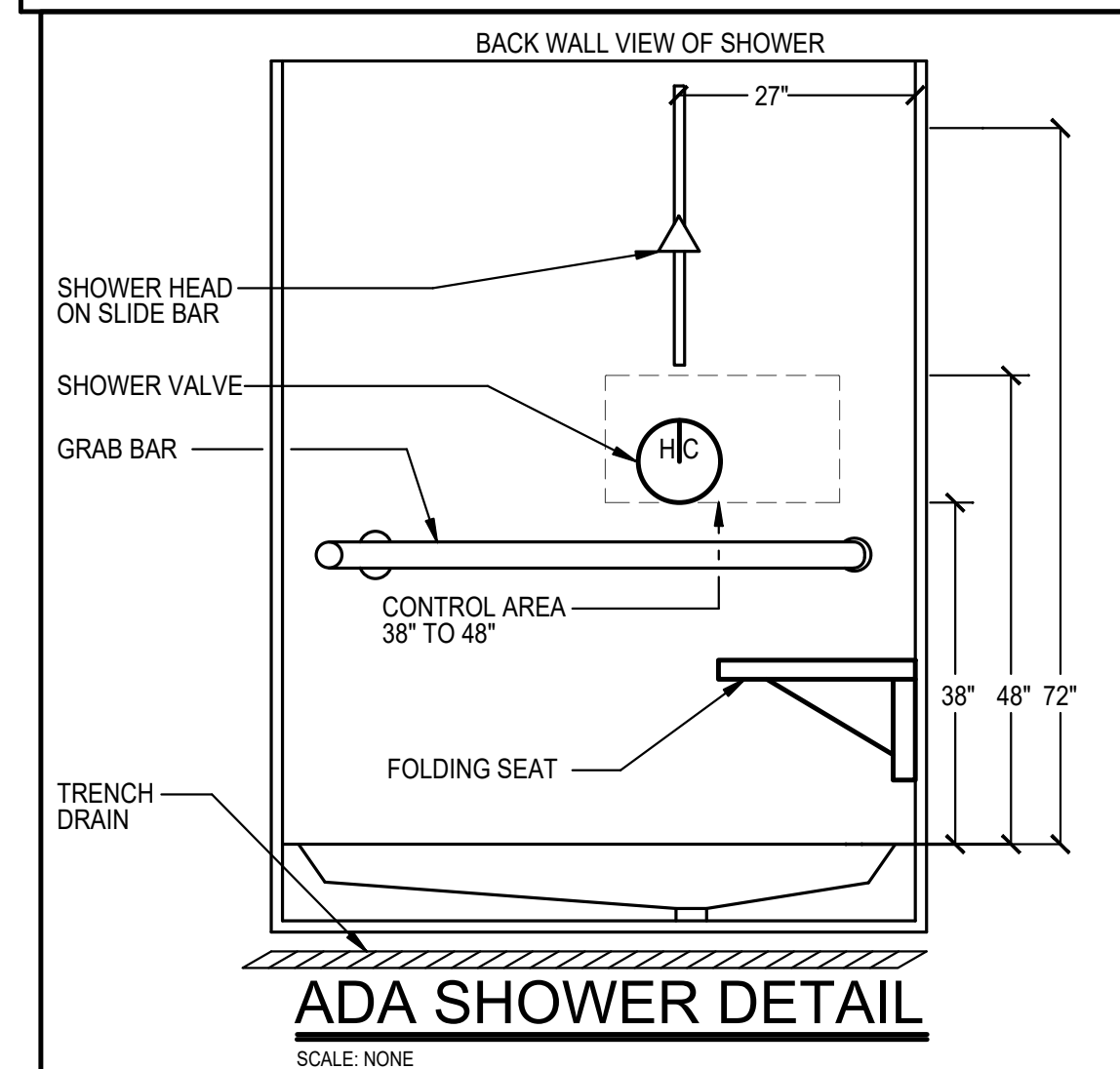
Checked by: RDH

Sheet Name:
THIRD FLOOR PLUMBING PLAN

P1.4

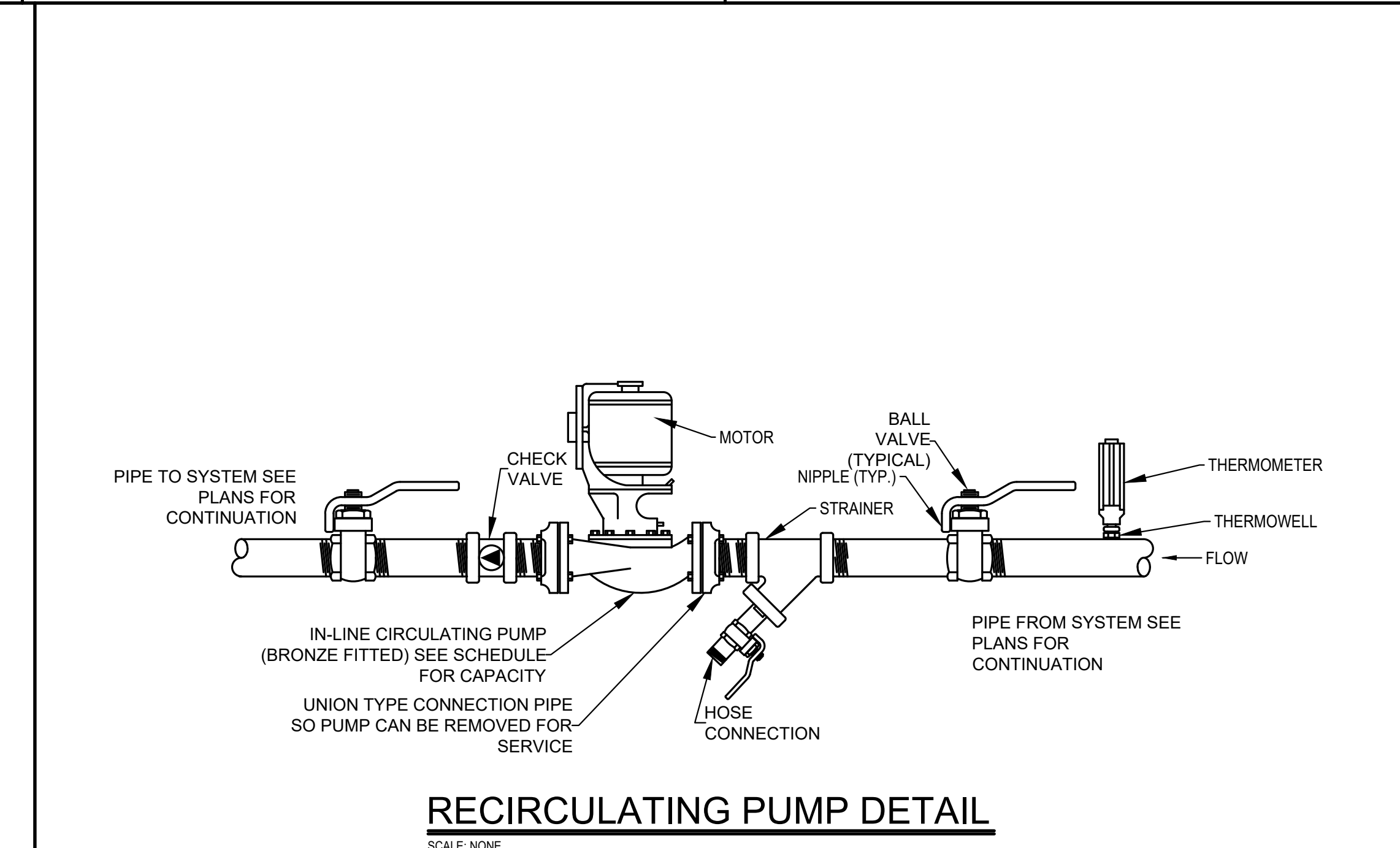
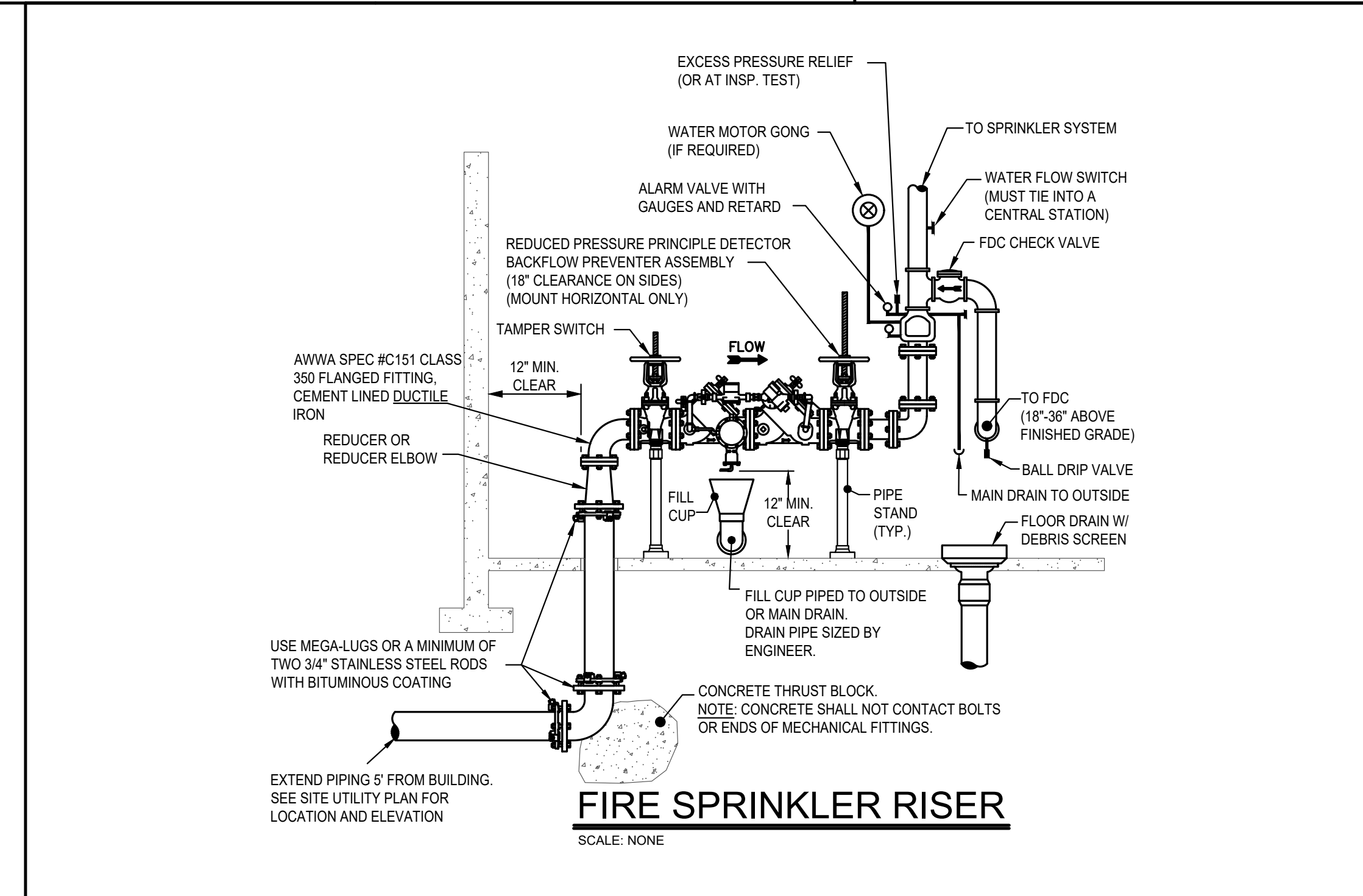


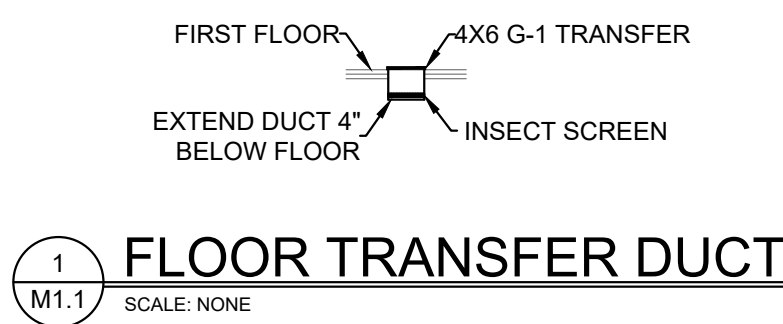
PLUMBING FIXTURE SCHEDULE							
FIXTURE SYMBOL	TYPE	MANUFACTURER	MODEL NO.	TRIM	SUPPLIES	WASTE	REMARKS
WC-1	WATER CLOSET FLUSH TANK FLOOR MOUNT - ADA	MANSFIELD	137-161 ALTO SERIES	---	BRASSCRAFT R1891QDLX SUPPLY KIT	NO SEEP NO. 1 WAX RING, NYLON STOOL BOLTS	CHURCH SEAT MODEL 3803LW OT TRIP LEVER TO WIDE OF STALL
WC-2	WATER CLOSET FLUSH TANK FLOOR MOUNT - ADA	MANSFIELD	137-161 ALTO SERIES	---	BRASSCRAFT R1891QDLX SUPPLY KIT	NO SEEP NO. 1 WAX RING, NYLON STOOL BOLTS	CHURCH SEAT MODEL 9400CT TRIP LEVER TO WIDE OF STALL
L-1	LAVATORY - DROP IN CHINA	MANSFIELD	240-4 MATERICK SERIES	MOEN L4621 FAUCET	BRASSCRAFT KTCR19820AX C SINK SUPPLY KITS	POP UP WASTE ASSY	P-TRAP SHALL BE 17 GA.
L-2	LAVATORY - WALL HUNG CHINA - ADA	MANSFIELD	2008-4 WALLNUT KNOLL SERIES	MOEN L4621 FAUCET	BRASSCRAFT KTCR19820AX C SINK SUPPLY KITS	POP UP WASTE ASSY	P-TRAP SHALL BE 17 GA TUBROO TRAP WRAP ASSEMBLY
L-3	LAVATORY - WALL HUNG CHINA - ADA	MANSFIELD	2008-4 WALLNUT KNOLL SERIES	MOEN L4621 FAUCET	BRASSCRAFT KTCR19820AX C SINK SUPPLY KITS	GRID DRAIN ASSY.	P-TRAP SHALL BE 17 GA TUBROO TRAP WRAP ASSEMBLY
SK-1	SINK - STAINLESS STEEL 2-COMPARTMENT	DAYTON	DSE23221 4-HOLE	MOEN 7430 ISE BADGER 5 DISPOSAL	BRASSCRAFT KTCR19820AX C SINK SUPPLY KITS	CUP STYLE BASKET STRAINER, DISPOSAL ASSY 1 1/2" P-TRAP	P-TRAP SHALL BE 17 GA. LOOP DOWNSHOWER DRAIN AS HIGH AS POSSIBLE 72" SS FLEX BRAIDED DOWNSHOWER SUPPLY
SK-2	SINK - STAINLESS STEEL 2-COMPARTMENT - ADA	DAYTON	D23221 4-HOLE	MOEN 7430 ISE BADGER 5 DISPOSAL	BRASSCRAFT KTCR19820AX C SINK SUPPLY KITS	CUP STYLE BASKET STRAINER, DISPOSAL ASSY 1 1/2" P-TRAP	P-TRAP SHALL BE 17 GA TUBROO TRAP WRAP ASSEMBLY LOOP DOWNSHOWER DRAIN AS HIGH AS POSSIBLE 72" SS FLEX BRAIDED DOWNSHOWER SUPPLY
SH-1	SHOWER	HAMILTON BATHWARE	G-2323 BS	MOEN 12382 SHOWER VALVE AND TRIM KIT	---	2" GLUE TYPE SHOWER DRAIN ASSEMBLY	INCLUDE OPTIONAL GRAB BAR BACKING AND COORDINATE SHOWER HEAD MOUNTING HEIGHT WITH ARCHITECTURAL.
SH-2	SHOWER-ADA	HAMILTON BATHWARE	G-2323 BS	MOEN 8342 ADA 3 FUNCTION SHOWER SYSTEM	---	2" GLUE TYPE SHOWER DRAIN ASSEMBLY TRENCH DRAIN ASSY	INCLUDE OPTIONAL FACTORY STAINLESS STEEL GRAB BARS, FOLD UP SEAT, FLEXIBLE DMA REMOVABLE THRESHOLD AND HAND HELD SHOWERHEADS, SHOWERING VALVE ASSY.
WMB	LAUNDRY BOX	GUY GRAY	FR-12	---	---	---	FIRE RATED BOX, SINGLE LEVER W/INTEGRAL HAMMER ARRESTORS LOOSE KEY OPERATOR
WH	WALL HYDRANT	WOODFORD	MODEL 67C	---	---	---	INTEGRAL VACUUM BREAKER
FD-1	FLOOR DRAIN	SIoux CHIEF	822-NR HALO SERIES	---	---	---	NICKEL BRONZE ROUND STRAINER PROVIDE LEVELING SHIMS AS NECESSARY
FD-2	FLOOR DRAIN	SIoux CHIEF	832-NR SERIES	---	---	---	NICKEL BRONZE ROUND STRAINER, PROVIDE LEVELING SHIMS AS NECESSARY
FD-3	FLOOR DRAIN	SIoux CHIEF	860-4P SERIES	---	---	---	CAST IRON ROUND STRAINER
CO	FLOOR CLEANOUT	SIoux CHIEF	834-NR SERIES	---	---	---	NICKEL BRONZE ROUND STRAINER, PROVIDE LEVELING SHIMS AS NECESSARY
MSK	MOP SINK	FIAT	MB52424	AMERICAN STANDARD 8344 012 FAUCET	---	---	STAINLESS STEEL DOME STRAINER, HOSE, AND BRACKET
GCO	GRADE CLEANOUT	SIoux CHIEF	861-3A SERIES	---	---	---	CAST IRON ROUND COVER
WC0	WALL CLOSET	SIoux CHIEF	873 SERIES	---	---	---	BRASS PLUG, 6" COVER
HB	HOSE BIBB	WOODFORD	101P	---	---	---	INTEGRAL VACUUM BREAKER
TD	TRENCH DRAIN	ZURN	ZS880-46-ZS	---	---	2" WASTE CONNECTION	STAINLESS STEEL SLOTTED GRATE DECK CLAMPING MEMBRANE ORALATE
RHY	ROOF HYDRANT	WOODFORD	RHY-1MS	---	---	---	ROUTIN DRAIN HOLE PIPING TO MSK BELOW. DRAIN PIPING SHALL BE TYPE 1" COPPER TIE PACKAGE INCLUDES ROOF MOUNTING ASSY AND SHALL INCLUDE APPROVED BACKFLOW PREVENTION DEVICE
REMARKS:							
1. ALL FIXTURES INCLUDING FAUCE TRIM SHALL BE CAULKED. TOILETS AND OTHER FIXTURES ON TILE SHALL BE CAULKED WITH CLEAR CAULK.							
2. ALL FIXTURES SHALL BE INSTALLED AS RECOMMENDED BY THE MANUFACTURER INCLUDING MORTAR BEDS FOR SINKING TUBS, BATHTUBS AND SHOWERS IF RECOMMENDED.							
3. COORDINATE FLOORING/THRESHOLD HEIGHT REQUIREMENTS FOR ADA SHOWERS WITH GENERAL CONTRACTOR PRIOR TO ASSOCIATED WORK.							
4. SHOWER DRAINS SHALL BE INSTALLED WITH 100% SILICONE. COMPRESSION TYPE SHOWER DRAIN ASSEMBLIES ARE NOT ACCEPTABLE FOR THIS PROJECT.							
5. THE INTEGRITY OF THE FIRE RATED WALLS AND CEILINGS SHALL BE MAINTAINED AT ALL TIMES. THIS CONTRACTOR IS RESPONSIBLE FOR FIRE CAULKING, FIRE COLLARS AND SOUND CAULKING AS REQUIRED TO COMPLETE THE ASSOCIATED SCOPE OF WORK.							
6. FLOOR DRAIN SHALL HAVE A PROTECTIVE WATER-PROOF SEAL AROUND THE DRAIN TO PREVENT FLOODS FROM LEAKING FROM UPPER LEVELS INTO LOWER LEVELS. COORDINATE WITH FLOORING CONTRACTOR PRIOR TO ASSOCIATED WORK.							
7. THE FIXTURE STOPS AND SUPPLIES LISTED ABOVE SHALL BE CHROME PLATED 1/4 TURN BALL STYLE STOPS WITH CHROME METAL TRIM RINGS WHICH ARE TO BE CAULKED TO THE WALL AND FLEXIBLE BRAIDED STAINLESS STEEL SUPPLY TUBES OF APPROPRIATE LENGTH TO SERVE FIXTURE.							
8. INSTALL ALL ADA FIXTURES PER MANUFACTURERS RECOMMENDED HEIGHTS AND LOCATIONS.							
9. FD-1 SIoux CHIEF HALO FLOOR DRAINS SHALL BE USED ON ALL 2ND AND 3 FLOOR LOCATIONS.							



WATER HEATER SCHEDULE												
K	UNIT	MFG.	MODEL NO.	CAPACITY	INPUT	OPER	FIRST HOUR	RECOVERY @	ELECTRICAL	SHIP. WT.	REMARKS	
	NO.			GALLONS	WATTS	EFF (%)	RATING GPH	90° RISE	V/PHI	FLA	(LBS)	
	WTHR-1	A.O. SMITH	ENT-50	50	4500	100	62	21	208/1	21.6	125	1.2,3
	WTHR-1	A.O. SMITH	ENU-30 LOWBOY	26	4500	100	43	21	208/1	21.6	125	1.2,3,4
REMARKS												
1. ASME T&P RELIEF VALVE												
2. WATER HEATER SYSTEM SHALL HAVE AN ANTIROT. ST-12 OR EQUAL NON-ASME THERMAL EXPANSION TANK. VERIFY THAT EXPANSION TANK AIR PRESSURE IS EQUAL TO INCOMING WATER PRESSURE.												
3. INSTALL WATER HEATER IN ALUMINUM DRAIN PAN. ROUTE DRAIN PAN OUTLET TO FLOOR DRAIN.												
4. UNIT SHALL BE MOUNTED ABOVE MOP SINK ON A HOLDFRAME MODEL, 30 WHP-W/M WALL MOUNT PLATFORM OR EQUAL. ROUTE PLATFORM DRAIN & T&P RELIEF VALVE DOWN TO MOP SINK.												

PUMP SCHEDULE																
PUMP NO.	MANUFACTURER	MODEL NO.	DESCRIPTION	STYLE	SIZE	MIN. FLUID TEMP. (F)	GPM	HEAD (FT)	MOTOR MHP	BHP	RPM	ELEC. VOLTS	PH	SUCTION SIZE	DISCH. SIZE	REMARKS
P-1	TACO	006-PNP	DOMESTIC RECIRC PUMP	INLINE	---	110°	2	7	1/40	---	---	120	1	1/2	1/2	1.2.3
SP-1	ZOELLER	940-006	SUMP PUMP	SUMP	---	N/A	50	15	4/10	---	---	120	1	N/A	1/12	4.5,6,7,8
SP-2	ZOELLER	940-006	SUMP PUMP	SUMP	---	N/A	50	15	4/10	---	---	120	1	N/A	1/12	4.5,6,7,8
REMARKS																
1. PROVIDE AQUIST.																
2. PROVIDE WITH PLUG AND CORD.																
3. PROVIDE INTEGRAL TIME CLOCK.																
4. PROVIDE WITH ZOELLER CHECK VALVE FOR PUMP DISCHARGE PIPING.																
5. PROVIDE WITH ZOELLER OIL MINIDER LOW VOLTAGE CONTROL SYSTEM WITH BUILT-IN AUDIBLE AND VISUAL ALARM.																
6. PANEL SHALL HAVE ADDITIONAL CONTACT FOR REMOTE ALARM.																
7. PROVIDE WITH OIL MINIDER POWER CABLE, PROBE CABLE, AND HIGH LIQUID ALARM CABLE LENGTH AS REQUIRED IN CONDUIT FOR PUMP.																
8. PROVIDE WITH WATERTIGHT SLEEVE FOR PUMP.																
9. PROVIDE HIGH LIQUID ALARM FLOAT WITH CLAMP DEVICE FOR PUMP.																



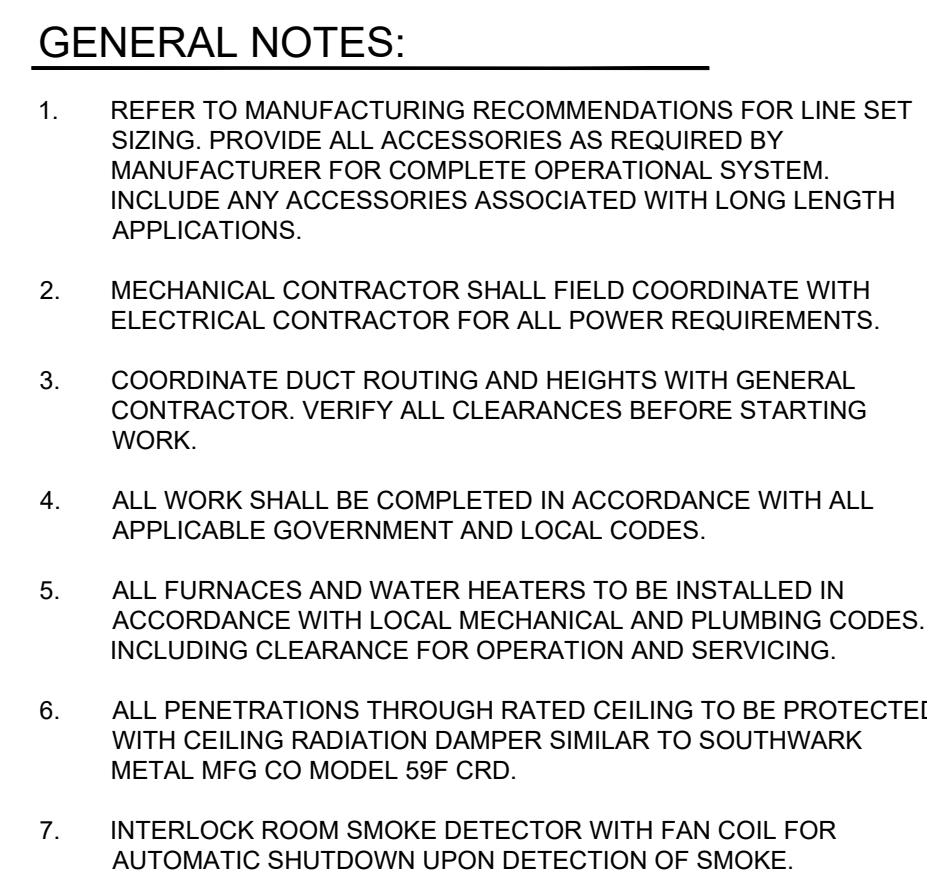


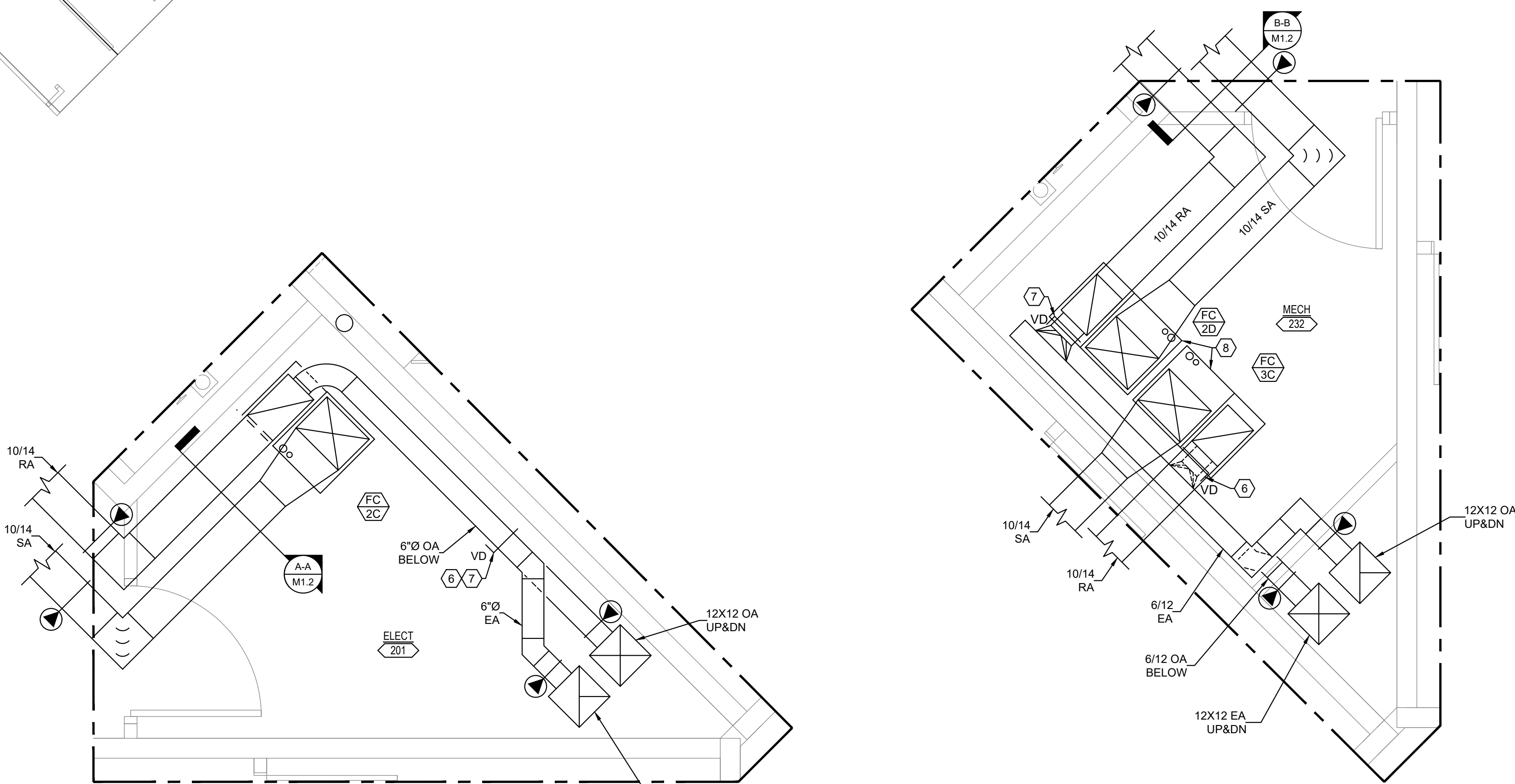
- GENERAL NOTES:
- 1.



Project Number:	0718
Drawn by:	ANW
Checked by:	RDH
Sheet Name:	CRAWLSPACE MECHANICAL PLAN

11-20-03 M1.X COMBINED MECHANICAL.dwg | 1/13/2021 | 11:45 AM





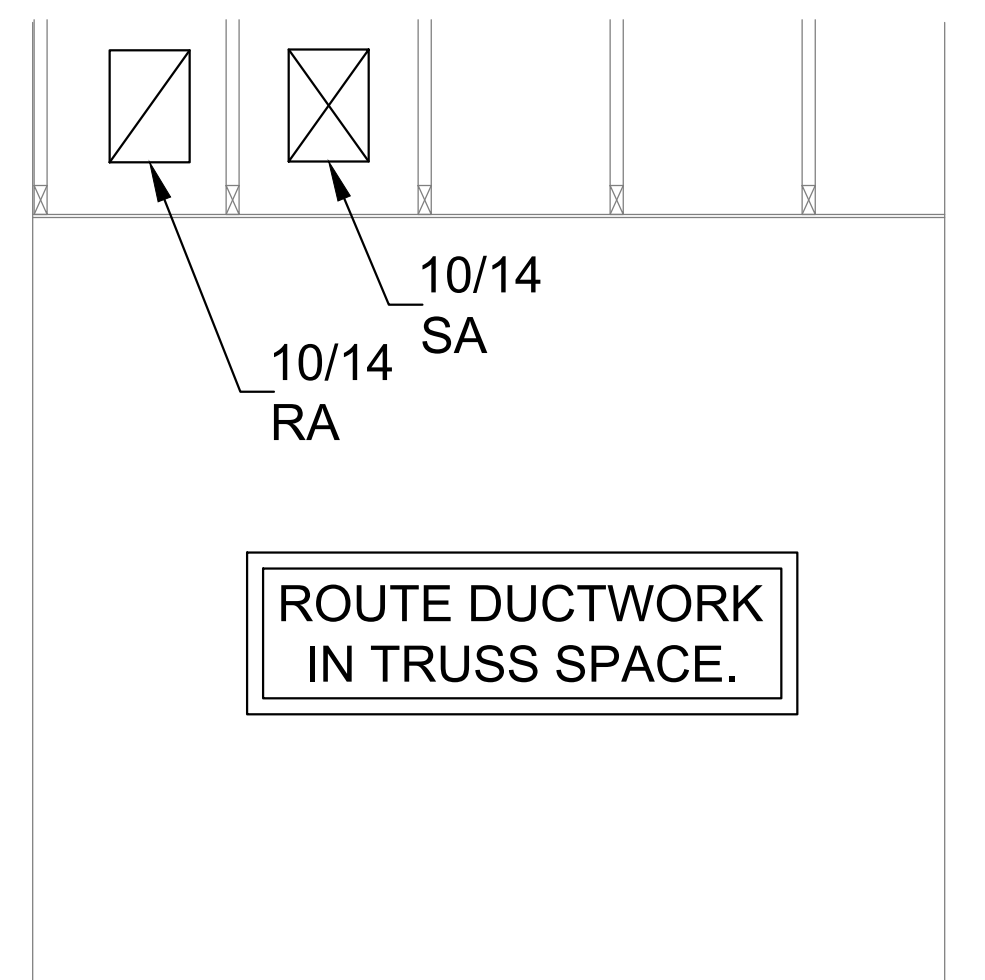
SECTION C-C

- ## GENERAL NOTES:
1. REFER TO MANUFACTURING RECOMMENDATIONS FOR LINE SIZE. PROVIDE ALL ACCESSORIES AS REQUIRED BY MANUFACTURER FOR COMPLETE OPERATIONAL SYSTEM. INCLUDE ANY ACCESSORIES ASSOCIATED WITH LONG LENGTH APPLICATIONS.
 2. MECHANICAL CONTRACTOR SHALL FIELD COORDINATE WITH ELECTRICAL CONTRACTOR FOR ALL POWER REQUIREMENTS.
 3. COORDINATE DUCT ROUTING AND HEIGHTS WITH GENERAL CONTRACTOR. VERIFY ALL CLEARANCES BEFORE STARTING WORK.
 4. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE GOVERNMENT AND LOCAL CODES.
 5. ALL FURNACES AND WATER HEATERS TO BE INSTALLED IN ACCORDANCE WITH LOCAL MECHANICAL AND PLUMBING CODES, INCLUDING CLEARANCE FOR OPERATION AND SERVICING.
 6. ALL PENETRATIONS THROUGH RATED CEILING TO BE PROTECTED WITH CEILING RADIATION DAMPER SIMILAR TO SFWHARK METAL MFG CO MODEL 59F CRD.
 7. INTERLOCK ROOM SMOKE DETECTOR WITH FAN COIL FOR AUTOMATIC SHUTDOWN UPON DETECTION OF SMOKE.

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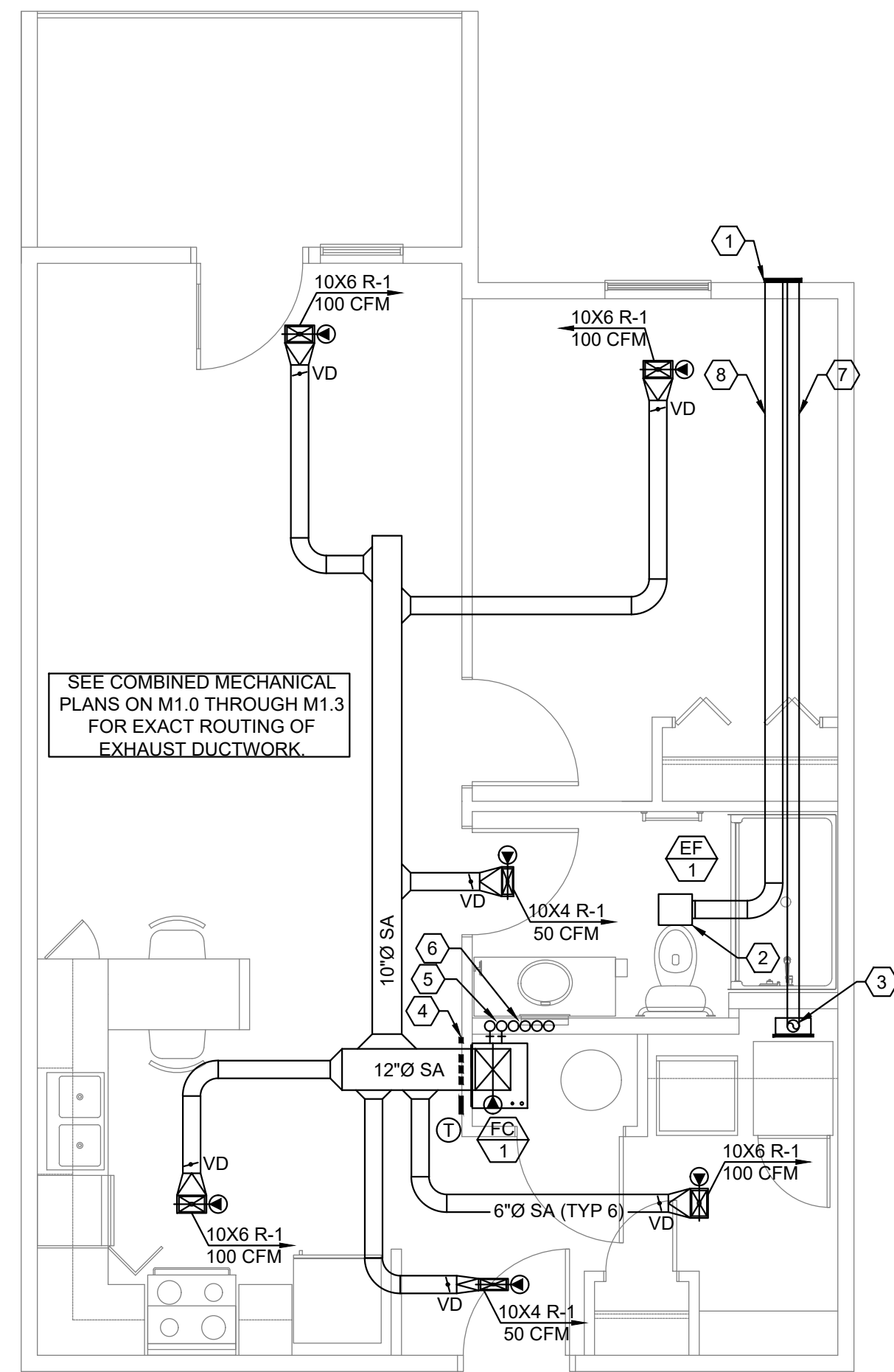
Project Number:	0718
Drawn by:	ANW
Checked by:	RDH
Sheet Name:	
SECOND FLOOR MECHANICAL PLAN	

M1.3





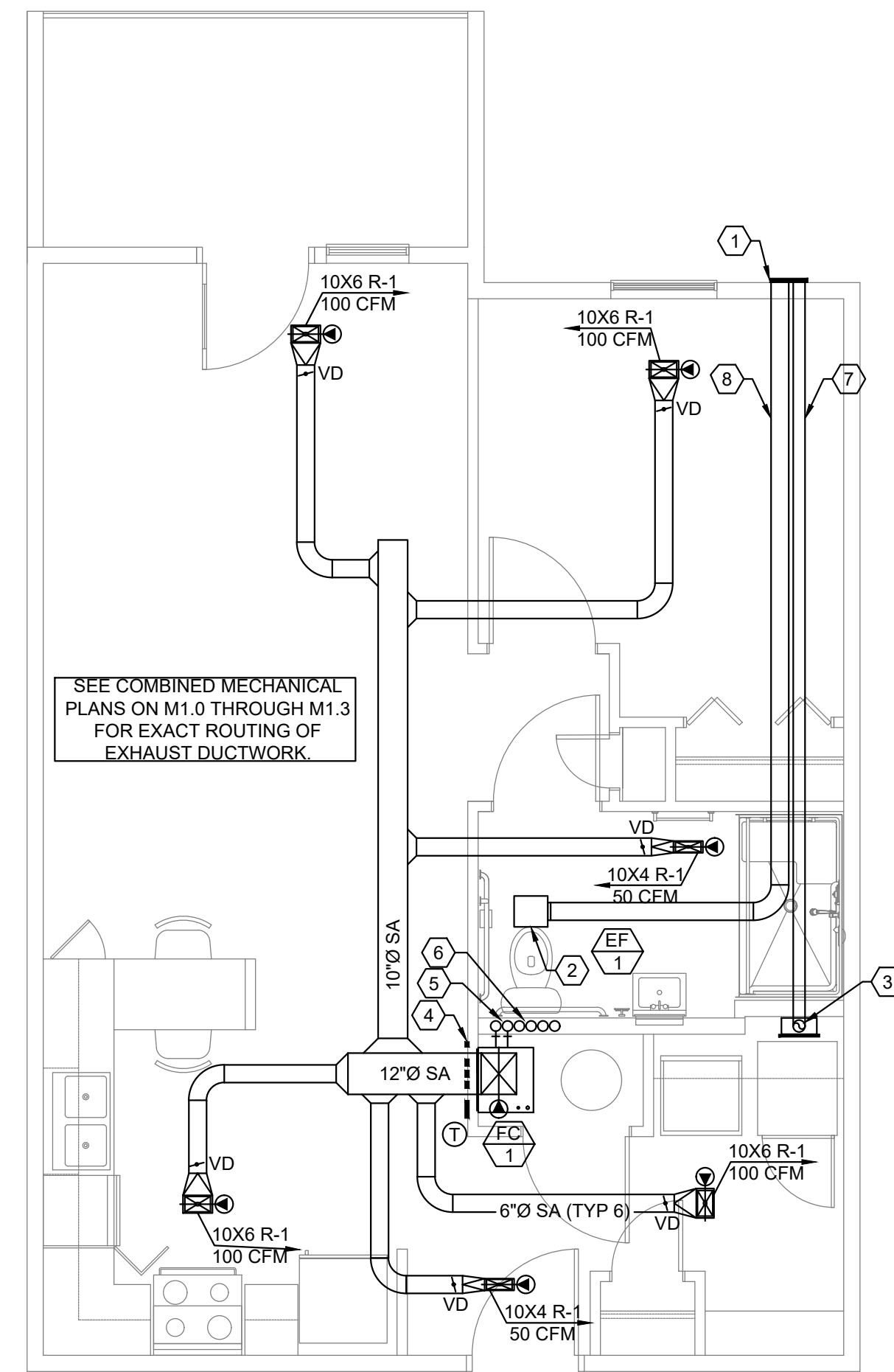
-
- M1.5



1
M2.1

ENLARGED MECHANICAL PLAN - UNIT 1.0

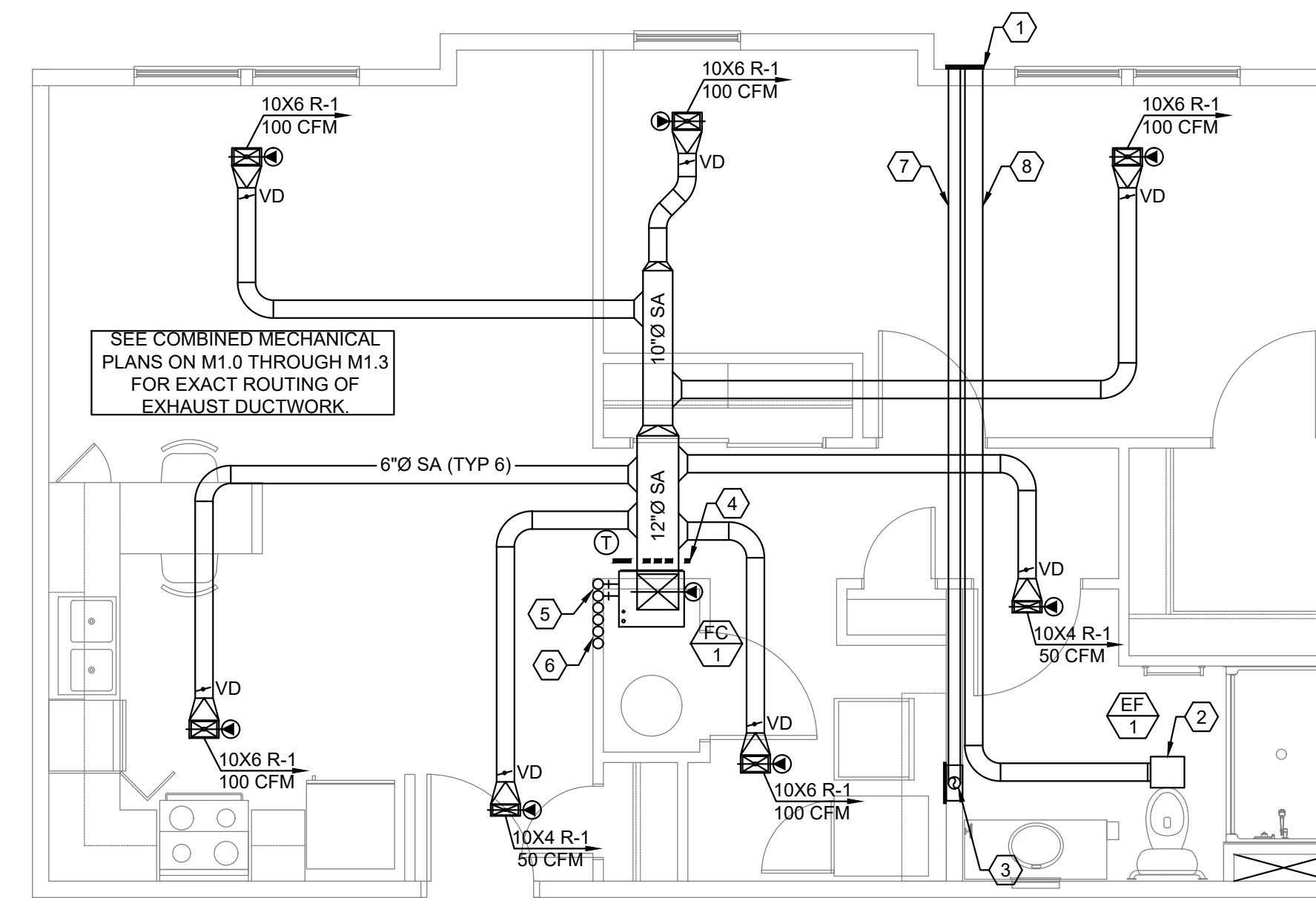
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2
M2.1

ENLARGED MECHANICAL PLAN - UNIT 1.0 (HC)

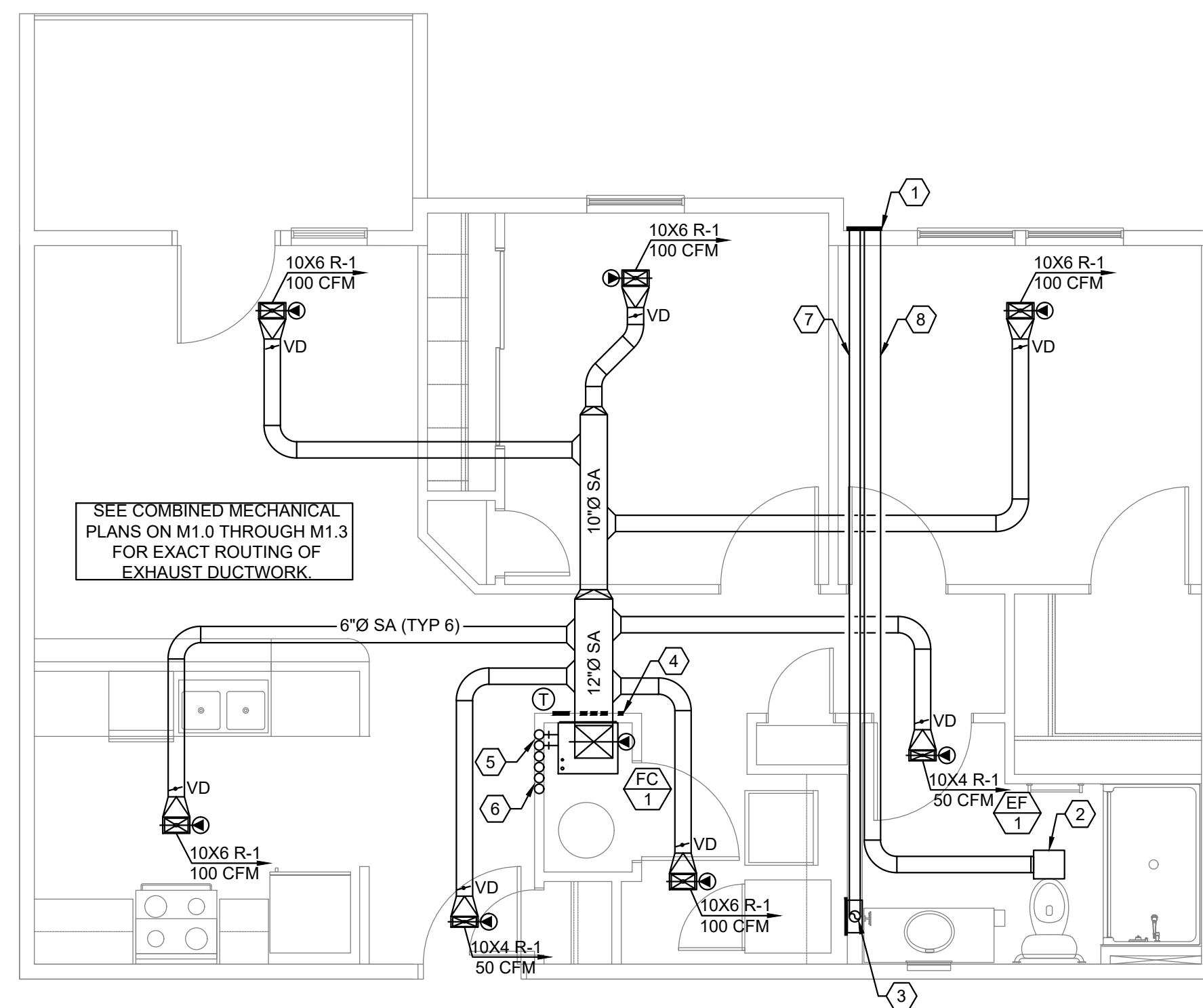
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3
M2.1

ENLARGED MECHANICAL PLAN - UNIT 1.1

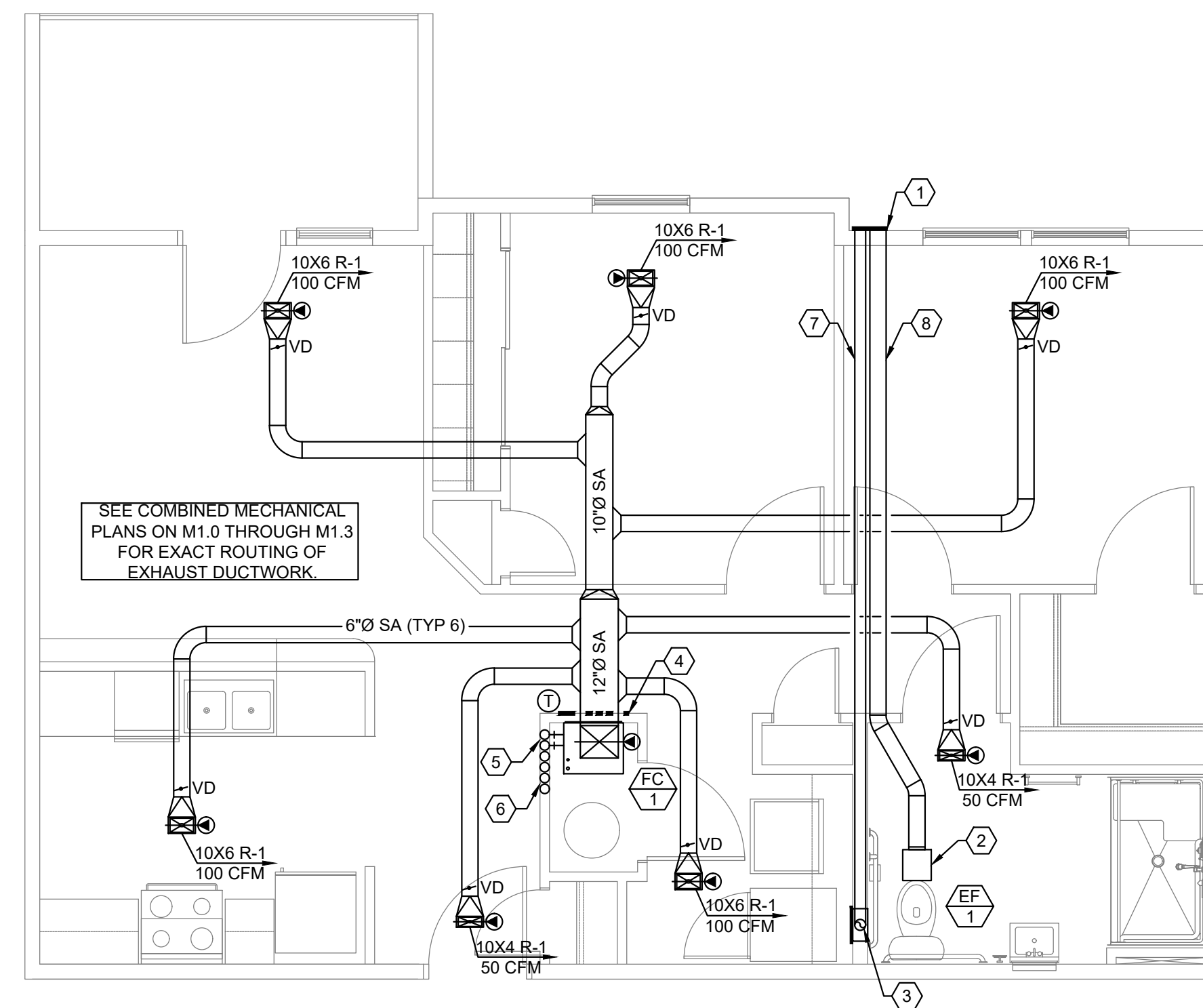
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4
M2.1

ENLARGED MECHANICAL PLAN - UNIT 2.0

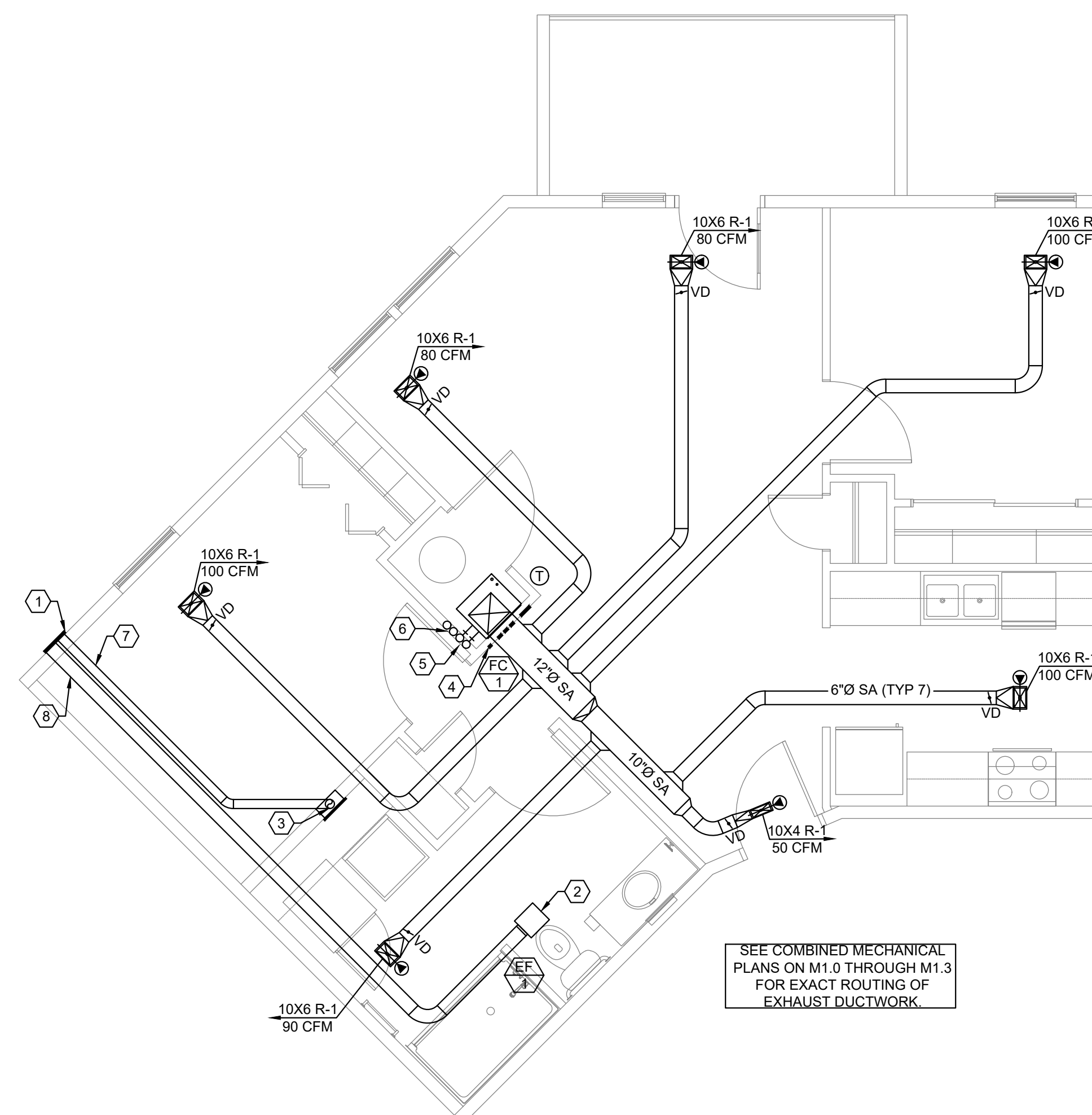
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5
M2.1

ENLARGED MECHANICAL PLAN - UNIT 2.0 (HC)

SCALE: 1/4" = 1'-0"



6
M2.1

ENLARGED MECHANICAL PLAN - UNIT 2.1

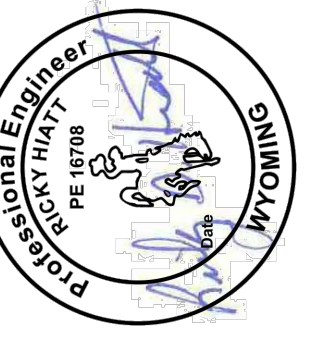
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- KEYED MECHANICAL NOTES: 

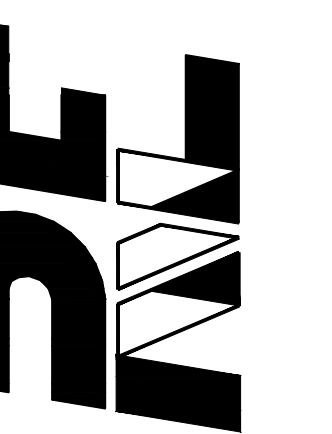
1. ROUTE 6" RESTROOM EXHAUST AND 4" DRYER EXHAUST OUT THROUGH BRICK VENT SIMILAR TO DRYER BOX CHIMNEY. PRIME AND INSULATE TO MATCH ADJACENT MATERIAL (SEE ARCHITECTURAL). INSULATE RESTROOM EXHAUST DUCT WITH 2" FOIL-FACED FIBERGLASS INSULATION WITHIN 10'-0" OF EXTERIOR WALL. INSULATE DRYER EXHAUST DUCT WITH 2" FOIL-FACED FIBERGLASS INSULATION WITHIN 10'-0" OF EXTERIOR WALL. FOR THIRD FLOOR UNITS ROUTE EXHAUST DUCTS THROUGH EYE MOUNTED EXHAUST VENTS SIMILAR TO DEFLECTOR MODEL #VE#6.
2. MOUNT EF-1 IN CEILING. PROVIDE WITH THIN-LINE RADIATION DAMPER. SEE DETAIL 6 ON M2.0.
3. 4" EA DOWN TO DRYERBOX MODEL 425 DRYER BOX OR EQUIVALENT. SEE DETAIL 9 ON SHEET M2.0.
4. MOUNT WALL PANEL OVER RETURN OPENING FOR FC-1. SEE DETAIL 6 ON SHEET M2.0.
5. ROUTE RLRS LINES TO MATCHED HEAT PUMP UNIT ON ROOF.
6. ROUTE RLRS LINES FROM UNITS BELOW THROUGH SPACE TO MATCHED HEAT PUMP UNIT ON ROOF.
7. 4" DRYER EXHAUST DUCT.
8. 6" BATHROOM EXHAUST DUCT.

- GENERAL NOTES:

1. ALL DUCTWORK IS TO BE ROUTED IN TRUSS SPACE.
2. ALL PENETRATIONS THROUGH RATED CEILING TO BE PROTECTED WITH CEILING RADIATION DAMPER SIMILAR TO SOUTHWARK METAL MFG CO MODEL 59F CRD.
3. INTERLOCK ROOM SMOKE DETECTOR WITH FAN COIL FOR AUTOMATIC SHUTDOWN UPON DETECTION OF SMOKE.



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Issue Date: JANUARY 11, 2021

Revisions to the drawing set

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Project Number:	0718
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Checked by:	RDH
Sheet Name:	LARGED UNIT MECHANICAL PLANS

M2.1

- CONDUIT LINES OF DEVICES ARE DIAGRAMMATIC. CONTRACTOR SHALL FIELD VERIFY CONDITIONS AND CHOOSE APPROPRIATE CONDUIT ROUTING. IN THE EVENT THAT THE APPROXIMATE CONDUIT ROUTING SHOWN ON PLANS IS NOT FEASIBLE CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER.
- CONTRACTOR TO COORDINATE ROUTING OF CONDUITS WITH OTHER DISCIPLINES TO DETERMINE FINAL DUCTBANK CONFIGURATIONS AND ELEVATIONS.
- COORDINATE ALL BELOW GRADE ELECTRICAL INSTALLATION WITH CIVIL AND LANDSCAPE PLANS.
- REFER TO ONE-LINE DIAGRAM, SHEET 31-00, FOR CONDUIT AND CONDUCTOR SIZES FOR ELECTRICAL SERVICE AND DISTRIBUTION.
- COORDINATE AND VERIFY ROUTING OF ALL ELECTRICAL CONDUITS/DUCTBANK WITH THE APPROVAL OF THE STRUCTURAL ENGINEER FOR PLACEMENT IN COORDINATION WITH GRADE BEAMS, COLUMN FOOTINGS, FILL AREAS, AND FOUNDATION MATT.
- CONTRACTOR SHALL LOCATE ALL NEW ELECTRICAL UTILITIES PRIOR TO BEGINNING WORK WITH UTILITY PROVIDER.
- CONTRACTOR SHALL OBTAIN THE TERMS AND CONDITIONS PACKAGE FROM LOCAL UTILITY COMPANY PRIOR TO PROCEEDING WITH WORK.
- CONTRACTOR SHALL PROVIDE "BURIED ELECTRICAL" MARKER TAPE IN ALL TRENCHES AS REQUIRED TO COMPLY WITH THE DRAWINGS AND AS PER THE NEC. TO PREVENTING BACK-FILL SHALL COMPLY WITH THE BASE BUILDING SPECIFICATIONS, NO EXCEPTIONS. CONTRACTOR SHALL PROVIDE ONE PULL STRING IN EACH SPARE CONDUIT.
- COORDINATE PRIMARY DUCTBANK SERVICE ENTRANCE REQUIREMENTS WITH LOCAL UTILITY SERVICE PROVIDER PRIOR TO BEGINNING WORK. OFF-SITE DUCTBANK AND MANHOLE WORK BY LOCAL UTILITY COMPANY.
- BASE BUILDING SPECIFICATIONS SHALL APPLY TO ALL WORK ON THIS DRAWING UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL OBTAIN A COPY OF THE SPECIFICATIONS PRIOR TO SUBMITTING A BID.
- ALL UNDERGROUND CONDUITS WITHIN 15' OF BUILDING FOUNDATIONS AND/OR UNDER BUILDING FOOTPRINT SHALL BE INSTALLED IN ACCORDANCE WITH UTILITY DUCTBANK SPECIFICATION SECTION 31-00. IF CONFLICTS WITH DIVISION 20-28 SPECIFICATIONS EXIST, THE CONTRACTOR SHALL ADHERE TO THE MOST STRINGENT SPECIFICATION.
- ALL SLAB, BLOCK WALL AND SHEAR WALL PENETRATIONS ARE TO BE COORDINATED WITH THE STRUCTURAL ENGINEER PRIOR TO PLANNING CONDUIT LAYOUTS FOR SLEEVE PLACEMENT REQUIREMENTS.
- SEE DUCTBANK DETAILS AND ONE-LINE SECTIONS AND DISTRIBUTION FEEDER SIZING.
- POWER DUCTBANKS SHALL BE CONCRETE ENCASED.
- ALL CONDUITS BELOW GRADE SHALL BE SCH 40 PVC, ANTI-CORROSION TAPE WRAPPED RMC SHALL BE USED TO PROTECT CONDUIT FROM CUTTING AND FOR ELBOWS. NO PVC CONDUIT IS ALLOWED ABOVE FINISHED FLOOR.
- REFER TO XCEL ENERGY STANDARDS DOCUMENTS FOR CONSTRUCTION DETAILS FOR EQUIPMENT PADS AND ELECTRICAL DETAILS FOR POLE BASES.
- FOR LIGHTING FIXTURE SCHEDULE, REFER TO SHEET 66.1.
- EXTEND EACH BRANCH CIRCUIT UP TO THE POLE BASE HANDHOLE AND PROVIDE SURPLUS SLACK TO CONNECT EACH LIGHT FIXTURE PIGTAIL.
- INSTALL SITE LIGHTING FEEDER CIRCUITS CONTINUOUS FROM FIXTURE TO FIXTURE.
- PROVIDE #8AWG CONDUCTORS IN CONDUITS SHOWN FOR AREA PARKING LOT LIGHTING CIRCUITS.
- PROVIDE #8X24" DI NON-METALLIC CURVED UJ 4-BOX JOINTED INTEGRAL IN-SITE LIGHTING POLE BASES. CARC-ITN TYPE "E8BC24" OR APPROVED EQUAL.
- RE ELECTRICAL LIGHTING PLAN FOR BUILDING MOUNTED AND SIDEWALK AREA LIGHTING.

- 1 RUN MINIMUM OF #10S FOR ENTIRE CIRCUIT.
- 2 CONDUITS SHOWN TO TRAVERSE PAVED AREAS FOR SITE LIGHTING AND OTHER SITE DEVICES. CONTRACTOR TO VERIFY ALL REQUIRED CONDUITS FOR VARIOUS SITE ELEMENTS, SIZES, AND ROUTINGS. COORDINATE WITH OTHER TRADES AND CIVIL ENGINEER.
- 3 PROVIDE PULLBOX OUTSIDE OF EASEMENT, MINIMUM 9" X 9".
- 4 GROUND ROD (TYPICAL)
- 5 GROUND LOOP (TYPICAL)
- 6 PROVIDE GROUND CONDUCTOR AND BOND ON GROUND LOOP AND REBAR IN FOOTING. GROUND CONDUCTORS SHALL NOT PENETRATE VAPOR BARRIER.
- 7 PROVIDE GROUND CONDUCTOR AND BOND ON GROUND LOOP AND MAIN ELECTRICAL GROUND BUS. GROUND CONDUCTORS SHALL NOT PENETRATE VAPOR BARRIER.
- 8 PROVIDE GROUND CONDUCTOR AND BOND ON GROUND LOOP AND METAL WATER MAIN. GROUND CONDUCTORS SHALL NOT PENETRATE VAPOR BARRIER.
- 9 PROVIDE GROUND WHIP CONDUCTOR (WHERE REQUIRED) FOR CONNECTION TO LIGHTNING PROTECTION SYSTEM. BOND ON GROUND LOOP. GROUND CONDUCTORS SHALL NOT PENETRATE VAPOR BARRIER.
- 10 PROVIDE PRIMARY CONDUITS PER XCEL'S REQUIREMENTS. COORDINATION WITH XCEL ENERGY STANDARD FOR ELECTRICAL INSTALLATION AND USE HANDBOOK.
- 11 PROVIDE AND INSTALL UNDERGROUND DUCT BANK FOR SECONDARY UTILITY FEEDER FROM SECONDARY CONNECTION CABINET (SCC) TO METERING CENTERS AND CT CABINET. COORDINATE EXACT ROUTING WITH CIVIL AND STRUCTURAL ENGINEER. REFER TO RISER DIAGRAM FOR QUANTITIES. FINALIZE ROUTING CROSS STREET BETWEEN WATER LINES WITH CIVIL.
- 12 PROVIDE AND INSTALL UNDERGROUND DUCT BANK FOR SECONDARY UTILITY FEEDER FROM TRANSFORMER TO METERING CENTERS. COORDINATE EXACT ROUTING WITH CIVIL AND STRUCTURAL ENGINEER. REFER TO RISER DIAGRAM FOR QUANTITIES AND SIZES.
- 13 TELEPHONE AND CABLE SERVICE ENTRANCE EQUIPMENT. PROVIDE (2-4" UNDERGROUND CONDUITS WITH PULLSTRIP FROM LOCATION OF TELECOM PROVIDER DROP POINT TO ELECTRICAL ROOM FOR CONTINUATION IN BUILDING TO DF. STUB UP 12" ABOVE GRADE AND CAP. COORDINATE WITH ARCHITECT AND TELECOM PROVIDER FOR EXACT LOCATION AND REQUIREMENTS.
- 14 PROVIDE (2-1/2" FROM ELEVATOR PIT TO WALL CAVITY FOR PIT DEVICES. STUB UP 12" AND CAP.
- 15 ROUTE (2-3/4" FROM DP01 TO L01 AND (2-3/4" FROM DP01 TO M01. STUB-UP 12" PROVIDE COOR AND CAP. COORDINATE ROUTING WITH OTHER TRADES. ROUTE BELOW GRADE OR TIGHT TO CRAWLSPACE STRUCTURE AS REQUIRED.
- 16 PROVIDE SECONDARY CONNECTION CABINET (SCC) ON COMBINED CONCRETE PAD. PROVIDE CONCRETE CABLE TRAY BOX BELOW PAD FROM TRANSFORMER TO SCC. REFER TO XCEL ENERGY DETAILS AND REQUIREMENTS. XCEL DRAWING CC-50C




$$3/32'' = 1'-0''$$

- 1 PROVIDE POWER AND FIREALARM CONNECTIONS TO FIRE/SMOKE DAMPERS. COORDINATE REQUIREMENTS WITH MECHANICAL.



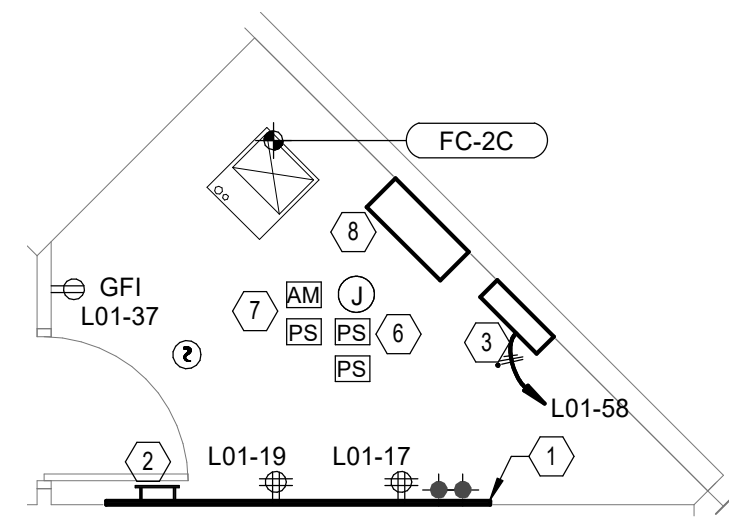
ELECTRICAL POWER GENERAL NOTES

- ALL CONDUITS THAT COULD BE VIEWED BY THE PUBLIC OR EMPLOYEES SHALL BE INSTALLED IN WALLS OR THE SLAB. CONDUITS EMBEDDED IN CONCRETE SHALL BE IPBX "Kwikon" ENCONDUIT FITTINGS AND JUNCTION BOXES. ALL CONDUITS SHALL CONTAIN A GREEN INSULATED GROUND CONDUCTOR.
- COORDINATE EXACT LOCATIONS OF MECHANICAL/PLUMBING EQUIPMENT WITH OTHER DISCIPLINES.
- CONDUIT LINES OF DEVICES ARE DIAGRAMMATIC. CONTRACTOR SHALL FIELD VERIFY CONDITIONS AND CHOOSE APPROPRIATE CONDUIT ROUTING. IN THE EVENT THAT THE APPROXIMATE CONDUIT ROUTING SHOWN ON PLANS IS NOT FEASIBLE CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER.
- COORDINATE ALL RECEPTACLE LOCATIONS WITH ARCHITECTURAL INTERIOR ELEVATIONS.
- RECEPTACLES LOCATED WITHIN 6" OF ANY PLUMBING FIXTURE, AT SERVING COUNTERTOPS, AT THE EXTERIOR, OR OTHERWISE EXPOSED TO WATER SHALL BE TYPE GFCI. PROVIDE WEATHERPROOF "WHILE-IN-USE", ACCORDIAN TYPE COVER FOR EXTERIOR RECEPTACLES.
- ALL RECEPTACLES SHALL BE COMMERCIAL SPECIFICATION GRADE UNLESS NOTED OTHERWISE. FRONT OF HOUSE AND RESIDENTIAL UNIT OUTLETS SHALL BE TAMPER RESISTANT TYPE.
- COORDINATE DISCONNECT SWITCHES, VFDS AND STARTER LOCATIONS WITH EQUIPMENT INSTALLERS TO MAINTAIN PROPER MAINTENANCE AND CODE REQUIRED CLEARANCES.
- THE FIRE ALARM SYSTEM SHALL BE DESIGNED, PERMITTED AND INSTALLED BY A STATE LICENSED FIRE ALARM SYSTEM INSTALLER IN ACCORDANCE WITH NFPA 72, NFPA 101, IFC 2012 AND ALL CITY OF ARVADA ORDINANCES. FIRE ALARM SHALL ALSO INCLUDE DEVICES AND POWER RECESSED TO INTERFACE WITH MAGNETIC LOCKS FOR DOOR HOLDERS, ELEVATOR CONTROLS, KITCHEN FIRE SUPPRESSION SYSTEM, THE SECURITY SYSTEM AND ANY MECHANICAL EQUIPMENT INTERFACE.
- COORDINATE RECEPTACLE AND DATACOM LOCATIONS SO THAT DEVICES ON SIMILAR WALLS ARE ADJACENT TO ONE ANOTHER.
- REFERENCE EQUIPMENT CONNECTION SCHEDULE FOR REQUIREMENTS AND ADDITIONAL INFORMATION OF TAGGED EQUIPMENT SHOWN ON PLAN DRAWING.
- PROVIDE 120V CIRCUIT TO ALL FIRE/SMOKE DAMPERS. CONNECT NO MORE THAN FOUR(4) DAMPERS TO NEAREST 120V PANEL. DAMPER CONTROL SHALL BE COORDINATED WITH MECHANICAL CONTRACTOR. REFER TO MECHANICAL DRAWINGS FOR LOCATIONS AND QUANTITIES OF ALL FIRE/SMOKE DAMPERS.
- PROVIDE 120V POWER AND CONDUIT FOR ALL ADA DOOR OPENINGS, DOOR OPERATORS, CARD READERS, MAG LOCKS, ELECTRIC STRIKES AND EMERGENCY PANIC DOORS. COORDINATE EXACT LOCATIONS, QUANTITIES AND ROUGH-IN REQUIREMENTS WITH ARCHITECT AND DOOR ACCESS CONTROL SYSTEM INSTALLER.
- PROVIDE 120V POWER TO EACH HVAC DDC CONTROL PANEL. COORDINATE EXACT LOCATIONS AND QUANTITIES WITH MECHANICAL DRAWINGS.

KEYED ELECTRICAL NOTES: (X)

- PROVIDE CORNELL RESIDENT (NURSE) CALL SYSTEM FOR EACH OF THE 72 APARTMENT UNITS AND THE TWO PUBLIC RESTROOMS ON THE MAIN LEVEL. SYSTEM SHALL CONSIST OF THE MAIN ANNUNCIATOR IN THE MANAGERS OFFICE (RTO-4000), RESIDENT (NURSE) CALL STATIONS, CORRIDOR DOME LIGHTS AT EACH OF THE APARTMENTS AND PUBLIC RESTROOMS, AND LOCAL CORRIDOR AUDIBLE ALARMS. PROVIDE POWER SUPPLIES (JP-512243A), QUANTITY AS REQUIRED. LOCATE POWER SUPPLY(S) AND WIRING JUNCTION BOX ON TELEPHONE/CABLE TV TERMINAL BOARD IN MEP ROOM LVL 2. PROVIDE ALL WIRING PER MANUFACTURER'S RECOMMENDATIONS.
- MAIN FIRE ALARM CONTROL PANEL (FACP). COORDINATE WITH LOCAL AHJ AND FIRE ALARM CONTRACTOR.
- PROVIDE 208V, 200A/30/NEMA 1/200A RK1 FUSED DISCONNECT WITH LOCKABLE IN OPEN POSITION FOR ELEVATOR MAIN POWER. FUSES TO BE TIME DELAYED TO COVER THE FULL LOAD UP ACCELERATING CURRENT OF ELEVATOR. PROVIDE FINAL CONNECTION TO ELEVATOR CONTROLLER. RUN 3#30, 1#6G, 2" C TO 208V, 3P TIME DELAYED BREAKER, CIRCUIT INDICATED.
- PROVIDE 120V, 30A/10/NEMA 1/15A FUSED DISCONNECT CABLE OF BEING LOCKED IN THE OPEN POSITION FOR ELEVATOR LIGHTING AND MSC. SERVICES. COORDINATE LOCATION AND CONNECTION TO ELEVATOR WITH MANUFACTURER.
- DEVICES LOCATED IN ELEVATOR PIT.
- PROVIDE (1) DEDICATED OUTSIDE TELEPHONE LINE PER ELEVATOR CAR AND TERMINATED AT THE CONTROLLER. COORDINATE REQUIREMENTS WITH ELEVATOR MANUFACTURER.
- GROUND BAR. REFER TO DETAIL X/E9.1 FOR MORE INFORMATION. CONNECT TO GROUNDING SYSTEM, DETAIL X/E9.1.
- PROVIDE POWER TO AUTOMATIC POWERED DOOR. COORDINATE CONTROL WITH ARCHITECT AND DOOR HARDWARE INSTALLER.
- FIRE ALARM ANNUNCIATOR PANEL. COORDINATE EXACT LOCATION WITH ARCHITECT AND AHJ.
- IRRIGATION CONTROLLER POWER. COORDINATE EXACT LOCATION WITH LANDSCAPE AND PLUMBING CONTRACTORS.
- SPRINKLER/FLOW VALVE POWER. COORDINATE REQUIREMENTS AND LOCATION WITH FIRE PROTECTION CONTRACTOR.
- ERRCS SYSTEM CIRCUIT AND PANEL ALLOCATION PENDING STUDY REQUIRED BY SPECIFICATIONS. IF NOT NEEDED, PROVIDE SPARE BREAKER.
- POWER FOR GARBAGE DISPOSAL. COORDINATE LOCATION FOR SWITCH WITH ARCHITECT.
- ELEVATOR MASTER STATION FOR STATUS AND CONTROL OF BOTH ELEVATORS. COORDINATE WITH MANUFACTURER.
- DISHWASHER RECEPTACLE. LOCATE BELOW SINK WITH GROMMET IN SIDE OF MILLWORK FOR DISHWASHER PLUG TO PASS THROUGH.
- POWER FOR REFRIGERATOR.
- PROVIDE TEKTON APARTMENT ENTRY SYSTEM FOR 72 APARTMENT UNITS. SYSTEM SHALL CONSIST OF THE MAIN ENTRY DOOR, BUTTON AND DIRECTORY PANELS (#CM492024, #CM490048, (2) #AM1900) WITH OVERALL HOUSING AND FRAME. CONNECT THE ELECTRIC DOOR RELEASE SYSTEM PROVIDED AS PART OF THE DOOR HARDWARE SET AS REQUIRED. PROVIDE A SPEAKER SYSTEM AMPLIFIER (JP6344A) AND SYSTEM POWER SUPPLY TRANSFORMER (#SS102A). LOCATE AMP AND POWER SUPPLY TRANSFORMER ON TELEPHONE/CABLE TV TERMINAL BOARD IN 2ND LEVEL MEP ROOM. PROVIDE ALL REQUIRED WIRING, RELAYS, INTERFACES, ETC. PER MANUFACTURER'S RECOMMENDATIONS AND DOOR HARDWARE EQUIPMENT REQUIREMENTS. REFER TO UNIT PLANS FOR APARTMENT REQUIREMENTS.
- ELECTRIC DOOR RELEASE & ACTUATOR. INTERFACE WITH APARTMENT ENTRY SYSTEM AND DOOR ACCESS SYSTEM CARD READER.
- DOOR HOLD OPEN DEVICE. (TYPICAL). CONNECT TO DOOR ACCESS CONTROL SYSTEM FOR POWER.
- PROVIDE CORNELL NURSE CALL SYSTEM LOCAL CORRIDOR AUDIBLE ALARM (#ES-110). (TYPICAL). ZONE AS FOLLOWS:
MAIN LEVEL - 3 ZONES: HALL 126, HALL 127, HALL 128
- (2)-4" C UP TO LEVEL 2 FOR TELEPHONE AND CABLE SERVICE. SEE E0.1 FOR CONTINUATION ON SITE.
- LIGHTING RELAY PANEL LRP FOR EXTERIOR LIGHTING CONTROL. GREENGATE XXX OR ENGINEER APPROVED EQUAL. PROVIDE CONNECTION TO PHOTOCCELL ON ROOF FOR ASTRONOMIC ON/OFF.
- LIGHTING INVERTER A - MYERS LV-4-R-1-B-DR, OR ENGINEER APPROVED EQUAL. ROUTE CIRCUIT SUCH THAT LIGHTING CIRCUIT AND FIXTURES ARE CONTROLLED BY LOCAL DEVICES DURING TIMES OF NORMAL POWER, BUT COME UP TO FULL BRIGHTNESS ON LOSS OF POWER, REGARDLESS OF
- LIGHTING INVERTER B - MYERS LV-4-R-1-B-DR, OR ENGINEER APPROVED EQUAL. ROUTE CIRCUIT SUCH THAT LIGHTING CIRCUIT AND FIXTURES ARE CONTROLLED BY LOCAL DEVICES DURING TIMES OF NORMAL POWER, BUT COME UP TO FULL BRIGHTNESS ON LOSS OF POWER, REGARDLESS OF
- PROVIDE POWER AND FIREALARM CONNECTIONS TO FIRE/SMOKE DAMPERS. COORDINATE REQUIREMENTS WITH MECHANICAL.





NORTH

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|---|-----------|
| Project Number: | 111-20-43 |
| Drawn by: | CNW |
| Checked by: | CNW |
| Sheet Name:
ELECTRICAL POWER FLOOR PLAN - LEVEL 2 | |

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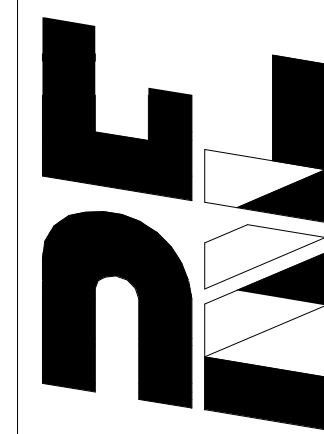


LEGACY SENIOR APARTMENTS
WEST 63rd AVENUE & BENTON STREET
ARVADA, COLORADO 80003


$$1/4" = 1'-0"$$

$$1/4" = 1'-0"$$

- 1 DEVICES LOCATED AT TOP OF ELEVATOR SHAFT.
- 2 DOOR HOLD OPEN DEVICE. (TYPICAL). CONNECT TO DOOR ACCESS CONTROL SYSTEM FOR POWER.
- 3 PROVIDE CORNELL NURSE CALL SYSTEM LOCAL CORRIDOR AUDIBLE ALARM (#D0-110). (TYPICAL) ZONE AS FOLLOWS: 3 ZONES - HALL 126, HALL 127, HALL 128. PROVIDE WIRING AND POWER SUPPLY CONNECTION PER MANUF.
- 4 LIGHTING INVERTER D - MYERS LV-6-R-1-B-D, OR ENGINEER APPROVED EQUAL. ROUTE CIRCUIT SUCH THAT LIGHTING CIRCUIT AND FIXTURES ARE CONTROLLED LOCAL DEVICES DURING TIMES OF NORMAL POWER, BUT COME UP TO FULL BRIGHTNESS ON LOSS OF POWER, REGARDLESS OF
- 5 PROVIDE POWER AND FIRE/ALARM CONNECTIONS TO FIRE/SMOKE DAMPERS. COORDINATE REQUIREMENTS WITH MECHANICAL.

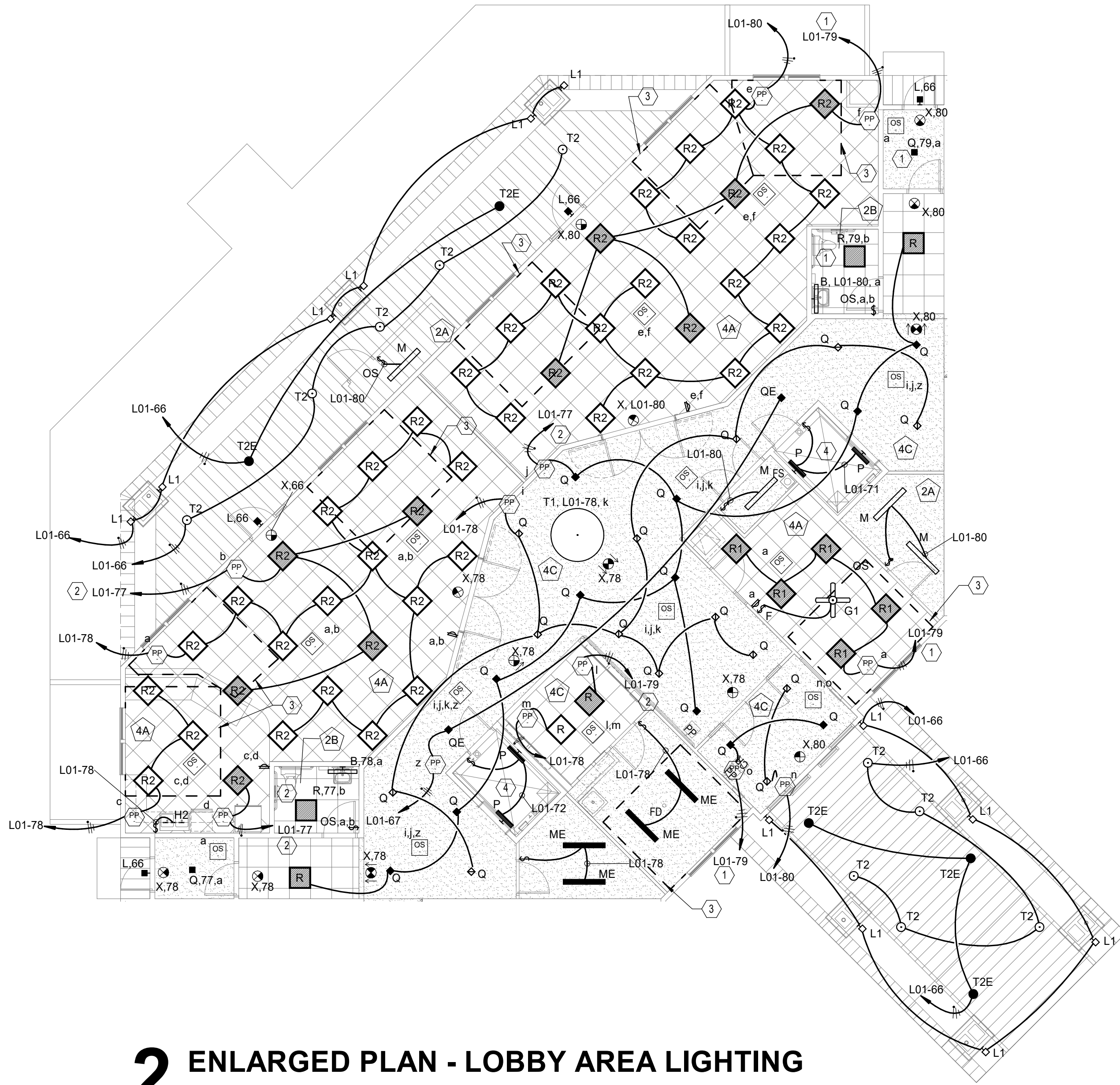


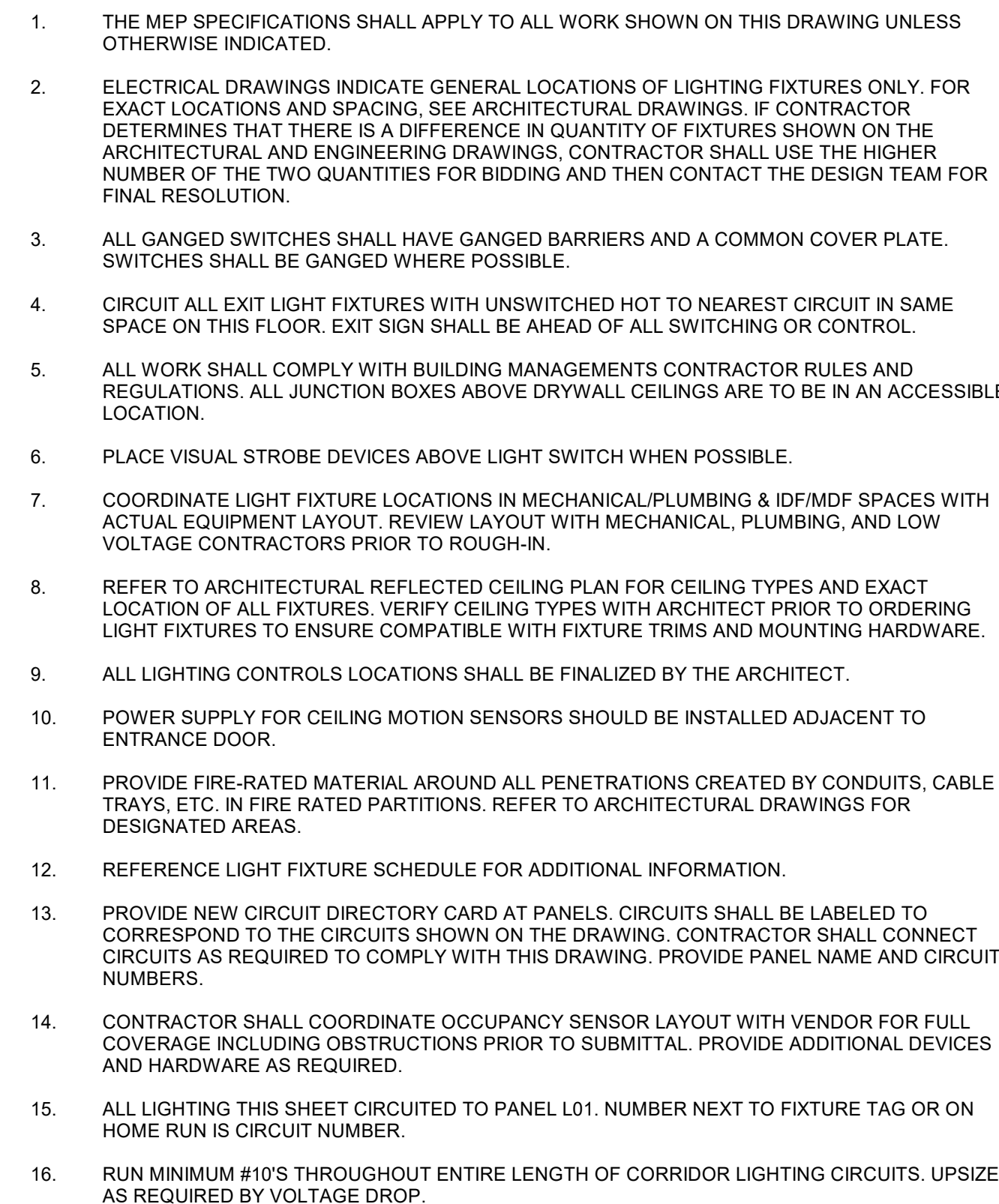
Project Number:	111-20-43
Drawn by:	CNW
Checked by:	CNW
Sheet Name:	ELECTRICAL POWER FLOOR PLAN - LEVEL

E1.3

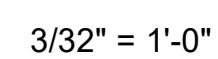

$$3/32" = 1'-0"$$

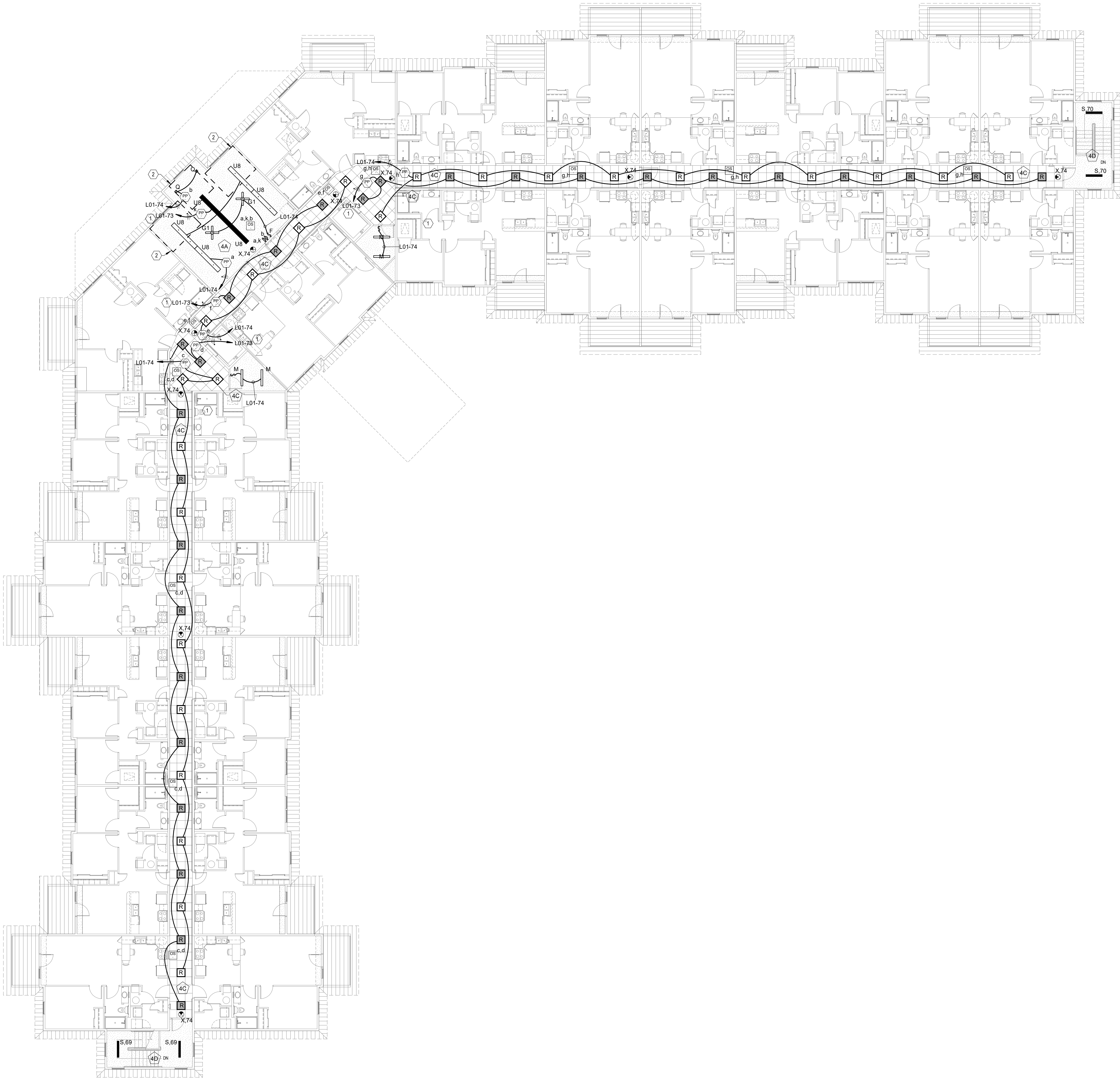
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- 1 CIRCUIT TO BE ROUTED THROUGH INVERTER IN MECH 231 FOR EMERGENCY BACKUP. PROVIDE NECESSARY UNSWITCHED HOT FEED TO THE INDIVIDUAL "EMERGENCY" POWER PACKS AS REQUIRED BY CONTROLS MANUFACTURER. CIRCUIT SHALL BE CONNECTED SUCH THAT LIGHTING IS CONTROLLED LOCALLY BY CONTROL ELEMENTS DURING TIMES OF NORMAL POWER BUT UPON LOSS OF POWER, ALL LIGHTS ON INVERTER CIRCUITS COME UP TO FULL OUTPUT, REGARDLESS OF CONTROL INPUT.
- 2 SIDE-LIT DAYLIGHT ZONE. LIGHTING WITHIN ZONE IS <150W, THEREFORE NO DAYLIGHT HARVESTING IS REQUIRED.





1

ELECTRICAL FLOOR PLAN - LEVEL 3 - LIGHTING

3/32" = 1'-0"

ELECTRICAL LIGHTING GENERAL NOTES

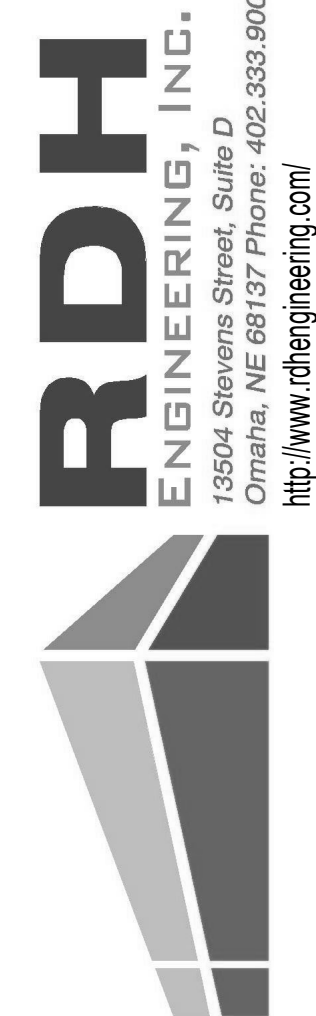
1. THE MEP SPECIFICATIONS SHALL APPLY TO ALL WORK SHOWN ON THIS DRAWING UNLESS OTHERWISE INDICATED.
2. ELECTRICAL DRAWINGS INDICATE GENERAL LOCATIONS OF LIGHTING FIXTURES ONLY. FOR EXACT LOCATIONS AND SPACING, SEE ARCHITECTURAL DRAWINGS. IF CONTRACTOR DETERMINES THAT THERE IS A DIFFERENCE IN QUANTITY OF FIXTURES SHOWN ON THE ARCHITECTURAL AND ENGINEERING DRAWINGS, CONTRACTOR SHALL USE THE HIGHER NUMBER OF THE TWO QUANTITIES FOR BIDDING AND THEN CONTACT THE DESIGN TEAM FOR FINAL RESOLUTION.
3. ALL GANGED SWITCHES SHALL HAVE GANGED BARRIERS AND A COMMON COVER PLATE. SWITCHES SHALL BE GANGED WHERE POSSIBLE.
4. CIRCUIT ALL EXIT LIGHT FIXTURES WITH UNSWITCHED HOT TO NEAREST CIRCUIT IN SAME SPACE ON THIS FLOOR. EXIT SIGN SHALL BE AHEAD OF ALL SWITCHING OR CONTROL.
5. ALL WORK SHALL COMPLY WITH BUILDING MANagements CONTRACTOR RULES AND REGULATIONS. ALL JUNCTION BOXES ABOVE DRYWALL CEILINGS ARE TO BE IN AN ACCESSIBLE LOCATION.
6. PLACE VISUAL STROBE DEVICES ABOVE LIGHT SWITCH WHEN POSSIBLE.
7. COORDINATE LIGHT FIXTURE LOCATIONS IN MECHANICAL/PLUMBING & IDF/MDF SPACES WITH ACTUAL EQUIPMENT LAYOUT. REVIEW LAYOUT WITH MECHANICAL, PLUMBING, AND LOW VOLTAGE CONTRACTORS PRIOR TO ROUGH-IN.
8. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR CEILING TYPES AND EXACT LOCATION OF ALL FIXTURES. VERIFY CEILING TYPES WITH ARCHITECT PRIOR TO ORDERING LIGHT FIXTURES TO ENSURE COMPATIBLE WITH FIXTURE TRIMS AND MOUNTING HARDWARE.
9. ALL LIGHTING CONTROLS LOCATIONS SHALL BE FINALIZED BY THE ARCHITECT.
10. POWER SUPPLY FOR CEILING MOTION SENSORS SHOULD BE INSTALLED ADJACENT TO ENTRANCE DOOR.
11. PROVIDE FIRE-RATED MATERIAL AROUND ALL PENETRATIONS CREATED BY CONDUITS, CABLE TRAYS, ETC. IN FIRE RATED PARTITIONS. REFER TO ARCHITECTURAL DRAWINGS FOR DESIGNATED AREAS.
12. REFERENCE LIGHT FIXTURE SCHEDULE FOR ADDITIONAL INFORMATION.
13. PROVIDE NEW CIRCUIT DIRECTORY CARD AT PANELS. CIRCUITS SHALL BE LABELED TO CORRESPOND TO THE CIRCUITS SHOWN ON THE DRAWING. CONTRACTOR SHALL CONNECT CIRCUITS AS REQUIRED TO COMPLY WITH THIS DRAWING. PROVIDE PANEL NAME AND CIRCUIT NUMBERS.
14. CONTRACTOR SHALL COORDINATE OCCUPANCY SENSOR LAYOUT WITH VENDOR FOR FULL COVERAGE INCLUDING OBSTRUCTIONS PRIOR TO SUBMITTAL. PROVIDE ADDITIONAL DEVICES AND HARDWARE AS REQUIRED.
15. ALL LIGHTING THIS SHEET CIRCUITED TO PANEL L01. NUMBER NEXT TO FIXTURE TAG OR ON HOME RUN IS CIRCUIT NUMBER.
16. RUN MINIMUM #10'S THROUGHOUT ENTIRE LENGTH OF CORRIDOR LIGHTING CIRCUITS. UPSIZE AS REQUIRED BY VOLTAGE DROP.

KEYED ELECTRICAL NOTES: (X)

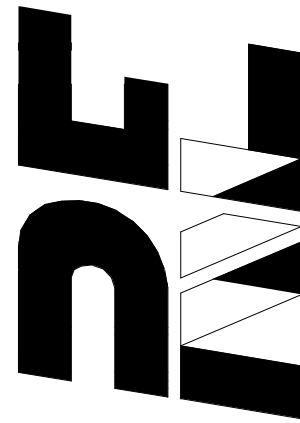
1. CIRCUIT TO BE ROUTED THROUGH INVERTER IN MECH 331 FOR EMERGENCY BACKUP. PROVIDE NECESSARY UNSWITCHED HOT FEED TO THE INDIVIDUAL "EMERGENCY" POWER PACKS AS REQUIRED BY CONTROLS MANUFACTURER. CIRCUIT SHALL BE CONNECTED SUCH THAT LIGHTING IS CONTROLLED LOCALLY BY CONTROL ELEMENTS DURING TIMES OF NORMAL POWER BUT UPON LOSS OF POWER, ALL LIGHTS ON INVERTER CIRCUITS COME UP TO FULL OUTPUT, REGARDLESS OF CONTROL INPUT.
2. SIDE-LIT DAYLIGHT ZONE. LIGHTING WITHIN ZONE IS <150W, THEREFORE NO DAYLIGHT HARVESTING IS REQUIRED.



LEGACY SENIOR APARTMENTS
WEST 63rd AVENUE & BENTON STREET
ARVADA, COLORADO 80003



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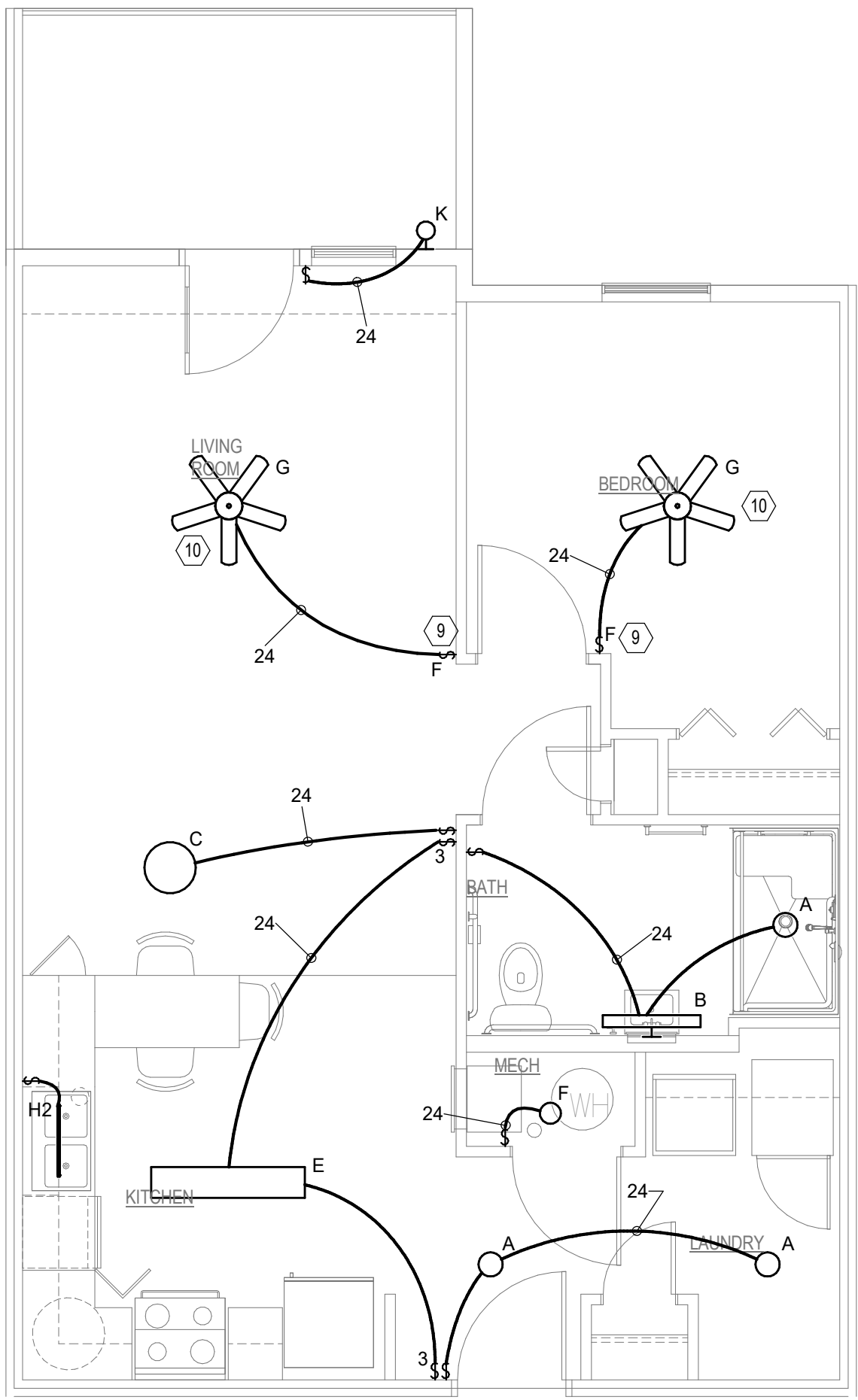
Issue Date: JANUARY 11, 2021

Revisions to the drawing set

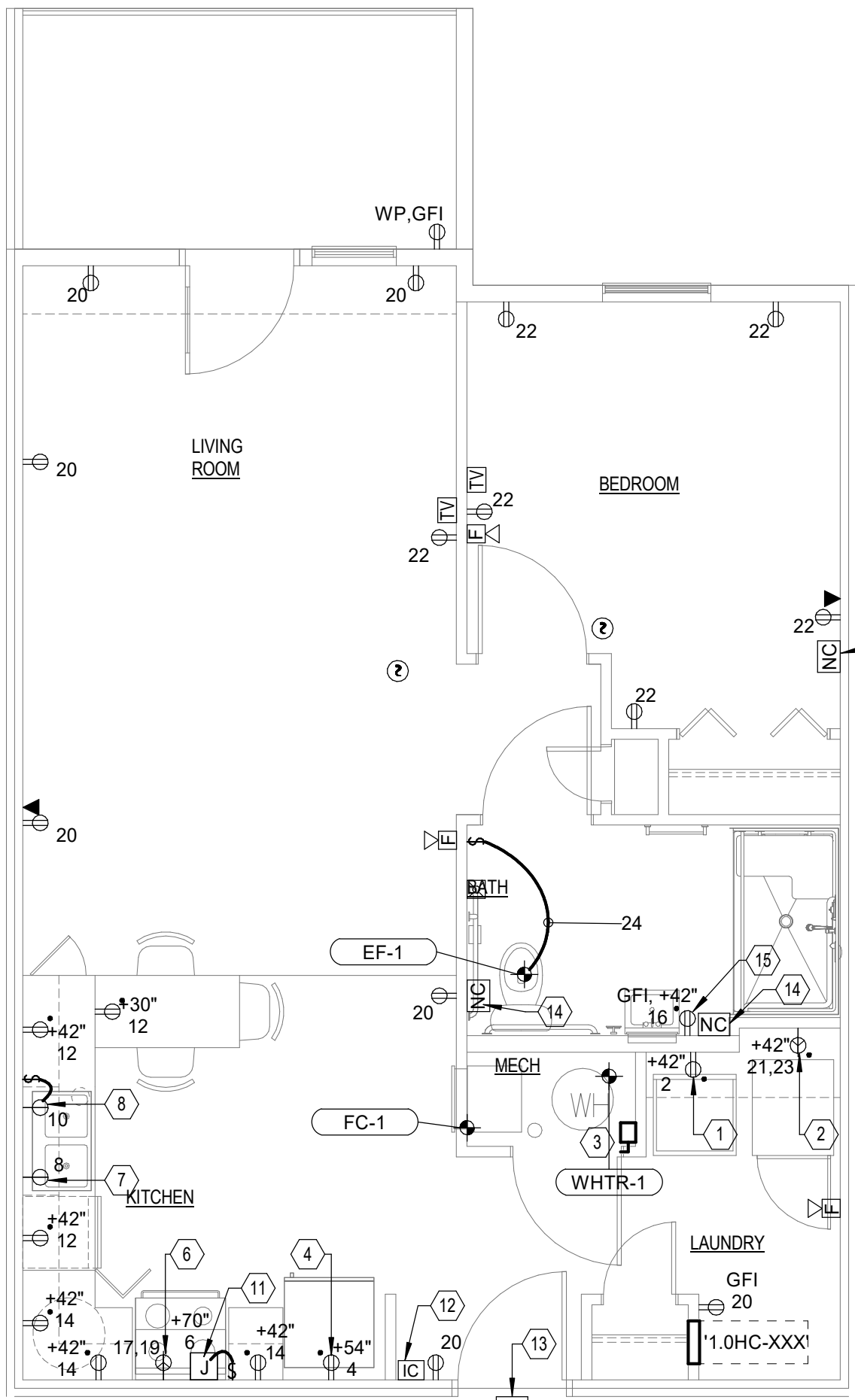
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E2.3

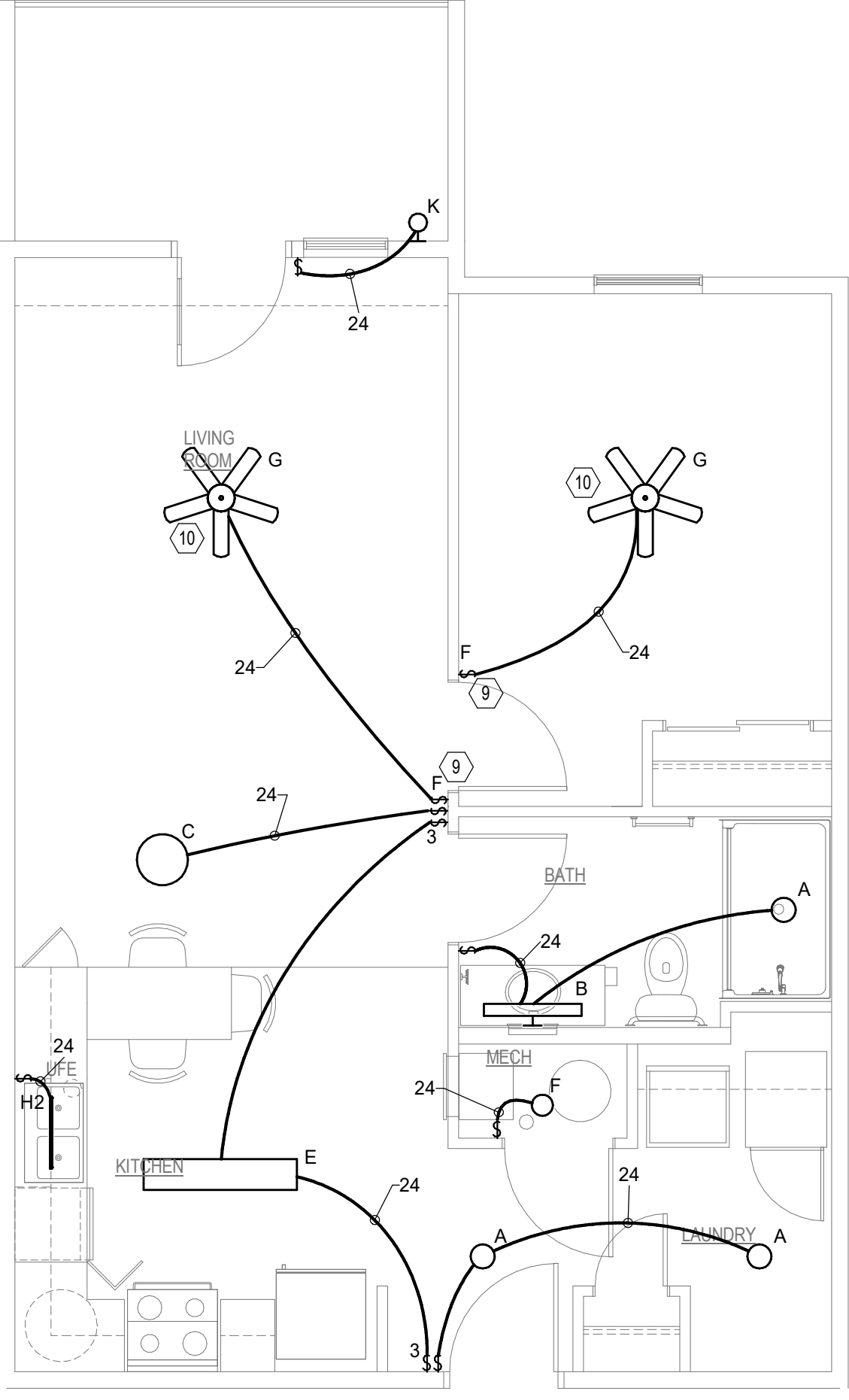
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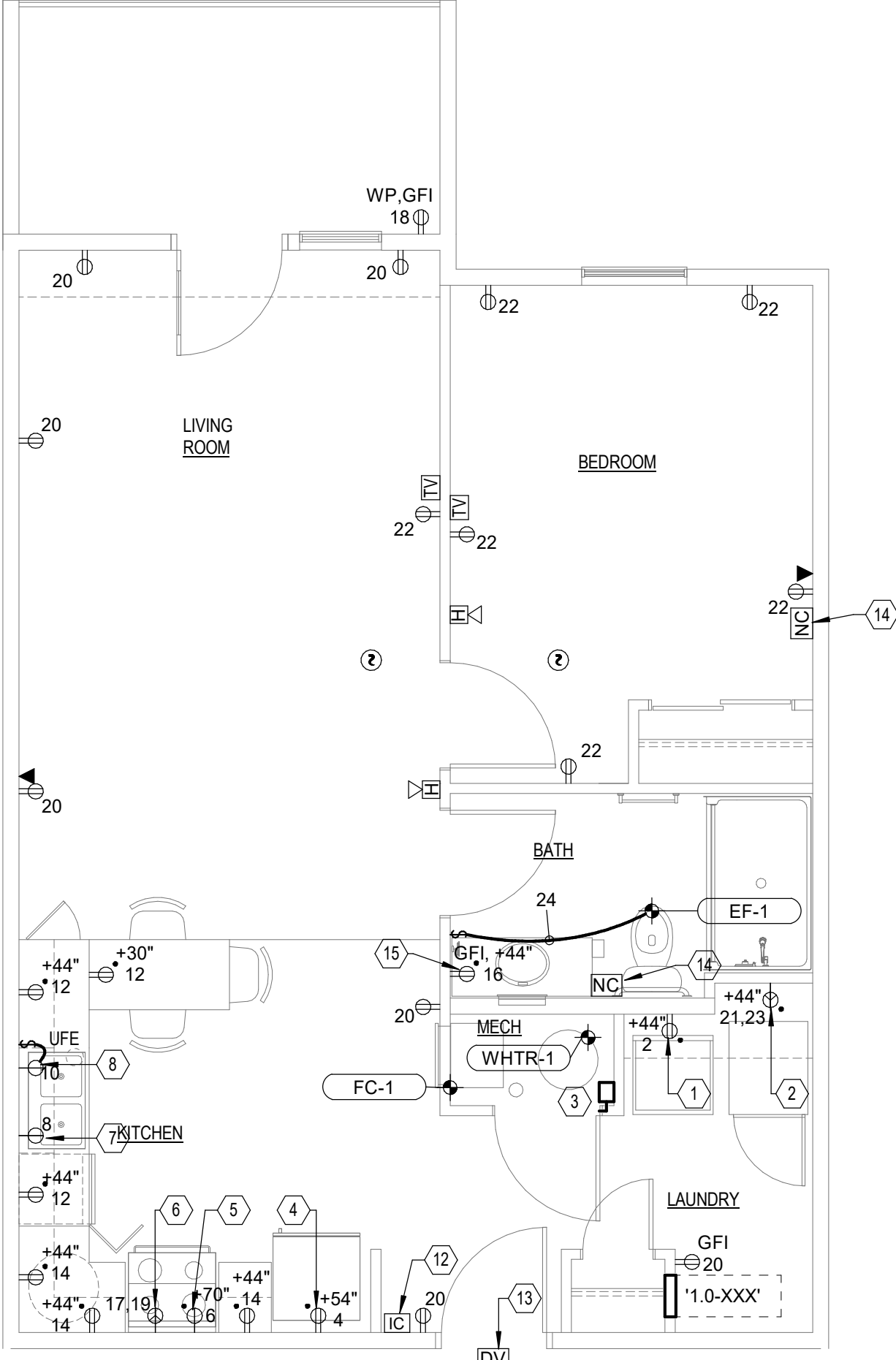
4 ENLARGED LIGHTING PLAN - UNIT 1.0 (HC)
1/4" = 1'-0"



3 ENLARGED POWER PLAN - UNIT 1.0 (HC)
1/4" = 1'-0"



2 ENLARGED LIGHTING PLAN - UNIT 1.0
1/4" = 1'-0"



1 ENLARGED POWER PLAN - UNIT 1.0
1/4" = 1'-0"

ELECTRICAL GENERAL NOTES

- INSTALL BUILDING FIRE ALARM SYSTEM HORN IN ALL APARTMENT UNITS TO ALARM WHEN BUILDING FIRE ALARM SYSTEM IS ACTIVATED. LOCATION OF HORN AS DIRECTED BY ARCHITECT.
- HORN/STROBE DEVICES TO BE INSTALLED IN HANDICAP/HEARING IMPAIRED (HC) UNITS AS REQUIRED BY CODE. LOCATION AS DIRECTED BY ARCHITECT.
- ALL RECEPTACLES INSTALLED WITHIN APARTMENT UNITS SHALL BE TAMPER RESISTANT TO COMPLY WITH NEC 406.12(A).
- COORDINATE CONDUIT REQUIREMENTS FOR LOW-VOLTAGE CABLING TO UNIT WITH LOW-VOLTAGE SUPPLIER AND INSTALLER.
- PROVIDE STAND ALONE 120V SMOKE DETECTORS WITH BATTERY BACKUP IN ALL AREAS REQUIRED BY NFPA 72. DETECTORS SHALL HAVE AUXILIARY RELAY CONNECTED TO BASE BUILDING FIRE ALARM SYSTEM TO INDICATE SUPERVISORY CONDITION. SMOKE DETECTORS TO BE CIRCUITED TO LIGHTING CIRCUIT AHEAD OF SWITCHING OR CONTROL. PROVIDE DETECTORS WITH LOW FREQUENCY AUDIBLE ALARM.
- NUMBERS NEXT TO RECEPTACLES AND ON WIRES ARE CIRCUIT NUMBERS. CIRCUIT TO PANEL LOCATED IN UNIT.
- COORDINATE FINAL MOUNTING HEIGHTS AND ORIENTATION OF RECEPTACLES WITH ARCHITECT.
- PROVIDE RELAY FOR CEILING MOUNTED SINGLE STATION SMOKE DETECTOR INTERCONNECT CIRCUIT FOR SHUTDOWN OF FC-1 UPON ACTIVATION. VERIFY FC-1 CONTROL CIRCUIT INTERFACE WIRING WITH HVAC CONTRACTOR.

KEYED ELECTRICAL NOTES: (X)

- POWER FOR WASHING MACHINE.
- PROVIDE AND INSTALL NEMA 14-30R RECEPTACLE WITH 3#10, 1#0G, 3/4"C FOR CLOTHES DRYER. CONFIRM FINAL ELECTRICAL REQUIREMENTS WITH SUBMITTED EQUIPMENT PRIOR TO ROUGH-IN.
- COORDINATE MOUNTING OF DISCONNECT FOR WATER HEATER TO MAINTAIN REQUIRED CLEARANCES.
- POWER FOR REFRIGERATOR.
- POWER FOR MICROWAVE. COORDINATE MOUNTING HEIGHT WITH ARCHITECT.
- PROVIDE AND INSTALL NEMA 14-50R RECEPTACLE WITH 3#8, 1#10G, 1"C FOR ELECTRIC RANGE. CONFIRM FINAL ELECTRICAL REQUIREMENTS WITH SUBMITTED EQUIPMENT PRIOR TO ROUGH-IN.
- DISHWASHER RECEPTACLE. LOCATE BELOW SINK WITH GROMMET IN SIDE OF MILLWORK FOR DISHWASHER PLUG TO PASS THROUGH.
- POWER FOR GARBAGE DISPOSAL. COORDINATE LOCATION FOR SWITCH WITH ARCHITECT.
- PROVIDE LEVITON 66DF-10W, OR APPROVED EQUAL, FAN SWITCH FOR CEILING FAN LOCATIONS.
- PROVIDE FAN RATED JUNCTION BOX FOR CEILING FAN LOCATIONS.
- POWER FOR KITCHEN HOOD FAN AND LIGHT. COORDINATE HEIGHT WITH ARCHITECT. COORDINATE FINAL ELECTRICAL REQUIREMENTS WITH SUBMITTED EQUIPMENT PRIOR TO ROUGH-IN.
- PROVIDE TEKSTONE INTERCOM STATION WITH DOOR RELEASE BUTTON (#IR104E) AND RECESSED BACKBOX HOUSING (#RH101). CONNECT TO MAIN STATION AND POWER SUPPLIES AS REQUIRED. RE: E1.1.
- PROVIDE CORNELL NURSE CALL SYSTEM COORIDOR DOME LIGHT (#L-101). CONNECT TO SYSTEM AND POWER SUPPLIES AS REQUIRED. RE: E1.1.
- PROVIDE CORNELL NURSE CALL SYSTEM CALL STATION (#E-114-3). CONNECT TO MAIN SYSTEM AND POWER SUPPLIES AS REQUIRED. RE: E1.1.
- PROVIDE LEVITON GFNL1-W, OR APPROVED EQUAL, GFCI WITH INTEGRATED NIGHTLIGHT FOR BATHROOM OUTLET.

Branch Panel: 1.0HC-XXX													
Location: UNIT XXX LAUNDRY				Equipment Ground: Yes				Volts: 120/208 SINGLE				Bus Rating: 150 A	
Supply From: METER CENTER MCX				Isolated Ground: No				Phases: 1				Main Type: MCB	
Enclosure: RECESSED				Feed Thru Lugs: No				Wires: 3				Main Rating: 150 A	
Enclosure: NEMA 1				200% Neutral: No				A.I.C. Rating: 10KAIC					
				Service Entrance Rated: No				Fully Rated: Yes					
				Surge Protective Device: Yes									
CKT	Breaker Notes	Circuit Description	Trip	Poles	A		B		Poles	Trip	Circuit Description	Breaker Notes	CKT
1		SURGE BREAKER (SPD)	20 A	2	0	1500	0	900	1	20 A	WASHING MACHINE	AF/GF	2
3										20 A	REFRIGERATOR	AFCI	4
5		WHTR-1	30 A	2	2246	120	2246	1200	1	20 A	KITCHEN HOOD	AFCI	6
7										20 A	DISHWASHER	AF/GF	8
9		FC-1	60 A	2	3942	900			1	20 A	GARBAGE DISPOSAL	AF/GF	10
11							3942	1500	1	20 A	KITCHEN APPLIANCE RCPT	AF/GF	12
13		HP-1	20 A	2	1019	1500			1	20 A	KITCHEN APPLIANCE RCPT	AF/GF	14
15							1019	1000	1	20 A	BATHROOM RCPT	AFCI	16
17		ELECTRIC RANGE	50 A	2	4000	180	4000	1260	1	20 A	PATIO/DECK RCPT	AFCI	18
19									1	20 A	LIVING/LAUNDRY RCPT	AFCI	20
21		GFCI ELECTRIC CLOTHES DRYER	30 A	2	2500	1080			1	20 A	BEDROOM RCPT	AFCI	22
23							2500	342	1	20 A	SMOKES/LIGHTING/BATH EF-1	AFCI	24
25	--	SPARE	20 A	1	0	0	0	0	--	20 A	SPARE	--	26
27	--	SPARE	--	--	--	--	--	--	--	--	SPARE	--	28
29	--	SPARE	--	--	0	0	0	0	--	--	SPARE	--	30
					Total Load:		18987.2 VA		19909.0 VA				
					Total Amps:		183 A		190 A				
Legend: AFCI - Combination-type Arc Fault Circuit Interrupter breaker. GFCI - Ground Fault Circuit Interrupter breaker. AF/GF - Dual Arc Fault and Ground Fault Circuit Interrupter breaker.													
Load Classification			Connected Load	Demand Factor	Estimated Demand		Panel Totals						
HVAC - NEC 220.18(A)			14414.4 VA	100.00%	14414.4 VA		Total Conn. Load: 38896.2 VA						
LIGHTING - NEC 220.42			263.8 VA	100.00%	263.8 VA		Total Est. Demand: Refer to NEC 220.82 Calc						
RECEPTACLE - NEC 220.44			9640.0 VA	100.00%	9640.0 VA		Total Conn.: 187 A						
MOTOR - NEC 440.22			78.0 VA	125.00%	97.5 VA		Total Est. Demand: Refer to NEC 220.82 Calc						
ELECTRIC RANGE - NEC 220.55			8000.0 VA	80.00%	6400.0 VA								
ELECTRIC CLOTHES DRYER - NEC 220.54			5000.0 VA	100.00%	5000.0 VA								
LAUNDRY CIRCUIT LOAD - NEC 220.52(B)			1500.0 VA	100.00%	1500.0 VA								
Notes:													

ARVADA SENIOR LIVING COMMON LOADS (Handicap)			
SMALL APPLIANCE CKTS (1500W/2)	3,000 W	NEC 220.82(B)(2)	
DISPOSER 1/3HP	480 W	NEC 220.82(B)(3)a	
DISHWASHER	1,080 W	II	
OVEN	8,900 W	NEC 220.82(B)(3)b	
WATER HEATER	4,432 W	NEC 220.82(B)(3)d	
FRIDGE	800 W	NEC 220.82(B)(3)a	
HOOD	120 W	II	
WASHER	1,500 W	NEC 220.82(B)(2)	
DRYER	5,000 W	NEC 220.82(B)(3)c	
TOTAL	25,360 W		

UNIT TYPE: 1.0HC			
CONNECTED LOAD		VOLTAGE	LOAD CENTER
718 SQ. FT. x 3W	2,154 W	220.82(B)(1)	208 10 150 A
COMMON LOADS	25,360 W	220.82(B)(2)+3	
HVAC LOAD	10,005 W	220.82(C)	
TOTAL 1.0HC	37,519 W		180 A
DEMAND LOADS			
FIRST 10KW	10,000 W	220.82(B)	
REMAINDER @ 40%	7,006 W	220.82(B)	
HVAC LOAD	10,005 W	220.82(C)	
TOTAL	27,010 W		130 A

Branch Panel: 1.0-XXX													
Location: UNIT XXX LAUNDRY				Equipment Ground: Yes				Volts: 120/208 SINGLE				Bus Rating: 150 A	
Supply From: METER CENTER MCX				Isolated Ground: No				Phases: 1				Main Type: MCB	
Enclosure: RECESSED				Feed Thru Lugs: No				Wires: 3				Main Rating: 150 A	
Enclosure: NEMA 1				200% Neutral: No				A.I.C. Rating: 10KAIC					
				Service Entrance Rated: No				Fully Rated: Yes					
				Surge Protective Device: Yes									
CKT	Breaker Notes	Circuit Description	Trip	Poles	A	B	Poles	Trip	Circuit Description	Breaker Notes	CKT		
1		SURGE BREAKER (SPD)	20 A	2	0 1500	0 900	1	20 A	WASHING MACHINE	AF/GF	2		
3								1	20 A	REFRIGERATOR	AFCI		
5		WHTR-1	30 A	2	2246 1200	2246 1200	1	20 A	MICROWAVE	AFCI	6		
7								1	20 A	DISHWASHER	AF/GF		
9		FC-1	60 A	2	3942 900	3942 1500	1	20 A	GARBAGE DISPOSAL	AF/GF	10		
11								1	20 A	KITCHEN APPLIANCE RCPT	AF/GF		
13		HP-1	20 A	2	1019 1500	1019 1000	1	20 A	KITCHEN APPLIANCE RCPT	AF/GF	14		
15								1	20 A	BATHROOM RCPT	AFCI		
17		ELECTRIC RANGE	50 A	2	4000 180	4000 1260	1	20 A	PATIO/DECK RCPT	AFCI	18		
19								1	20 A	LIVING/LAUNDRY RCPT	AFCI		
21		GFCI	30 A	2	2500 1080	2500 342	1	20 A	BEDROOM RCPT	AFCI	22		
23								1	20 A	SMOKES/LIGHTING/BATH EF-1	AFCI		
25	--	SPARE	20 A	1	0 0	0 0	--	20 A	SPARE		--		
27	--	SPARE	--	--	0 0	0 0	--	--	SPARE		--		
29	--	SPARE	--	--	0 0	0 0	--	--	SPARE		--		
					Total Load:	20067.2 VA	19909.0 VA						
					Total Amps:	193 A	191 A						
Legend: AFCI - Combination-type Arc Fault Circuit Interrupter breaker. GFCI - Ground Fault Circuit Interrupter breaker. AF/GF - Dual Arc Fault and Ground Fault Circuit Interrupter breaker.													
Load Classification			Connected Load	Demand Factor	Estimated Demand	Panel Totals							
HVAC - NEC 220.18(A)			14414.4 VA	100.00%	14414.4 VA	Total Conn. Load: 39976.2 VA							
LIGHTING - NEC 220.42			263.8 VA	100.00%	263.8 VA	Total Est. Demand: Refer to NEC 220.82 Calc							
RECEPTACLE - NEC 220.44			10720.0 VA	96.64%	10360.0 VA	Total Conn.: 192 A							
MOTOR - NEC 440.22			78.0 VA	125.00%	97.5 VA	Total Est. Demand: Refer to NEC 220.82 Calc							
ELECTRIC RANGE - NEC 220.55			8000.0 VA	80.00%	6400.0 VA								
ELECTRIC CLOTHES DRYER - NEC 220.54			5000.0 VA	100.00%	5000.0 VA								
LAUNDRY CIRCUIT LOAD - NEC 220.52(B)			1500.0 VA	100.00%	1500.0 VA								
Notes:													

ARVADA SENIOR LIVING COMMON LOADS (Standard)			
SMALL APPLIANCE CKTS (1500w/2)	3,000 W	NEC 220.82(B)(2)	
DISPOSER 1/3HP	480 W	NEC 220.82(B)(3)a	
DISHWASHER	852 W	II	
OVEN	9,100 W	NEC 220.82(B)(3)b	
WATER HEATER	4,432 W	NEC 220.82(B)(3)d	
FRIDGE	800 W	NEC 220.82(B)(3)a	
MICROWAVE	1,680 W	II	
WASHER	1,500 W	NEC 220.82(B)(2)	
DRYER	5,000 W	NEC 220.82(B)(3)c	
TOTAL	26,304 W		



UNIT TYPE: 1.1		VOLTAGE		LOAD CENTER
CONNECTED LOAD				208 1Ø 150 A
856	SQ. FT. X 3W	2,568 W	220.82(B)(1)	
COMMON LOADS		26,904 VA	220.82(B)(2)+(3)	
HVAC LOAD		10,005 W	220.82(C)	
TOTAL	1.1	39,477 W		190 A
DEMAND LOADS				
FIRST 10KW		10,000 W	220.82(B)	
REMAINDER @ 40%		7,789 W	220.82(B)	
HVAC LOAD		10,005 W	220.82(C)	
TOTAL		27,794 W		134 A



1. INSTALL BUILDING FIRE ALARM SYSTEM HORN IN ALL APARTMENT UNITS TO ALARM WHEN BUILDING FIRE ALARM SYSTEM IS ACTIVATED. LOCATION OF HORN AS DIRECTED BY ARCHITECT.
2. HORN/STROBE DEVICES TO BE INSTALLED IN HANDICAP/HEARING IMPAIRED (HC) UNITS AS REQUIRED BY CODE. LOCATION AS DIRECTED BY ARCHITECT.
3. ALL RECEPTACLES INSTALLED WITHIN APARTMENT UNITS SHALL BE TAMPER RESISTANT TO COMPLY WITH NEC 406.12(A).
4. COORDINATE CONDUIT REQUIREMENTS FOR LOW-VOLTAGE CABLING TO UNIT WITH LOW-VOLTAGE SUPPLIER AND INSTALLER.
5. PROVIDE STAND ALONE 120V SMOKE DETECTORS WITH BATTERY BACKUP IN ALL AREAS REQUIRED BY NFPA 72. DETECTORS SHALL HAVE AUXILIARY RELAY CAPABLE TO BASE BUILDING FIRE ALARM SYSTEM TO INDICATE SUPERVISORY CONDITION. SMOKE DETECTORS TO BE CIRCUITED TO LIGHTING CIRCUIT AHEAD OF SWITCHING OR CONTROL. PROVIDE DETECTORS WITH LOW FREQUENCY AUDIBLE ALARM.
6. PANELS NEXT TO RECEPTACLES AND ON WIRES ARE CIRCUIT NUMBERS. CIRCUIT TO NUMBER LOCATED IN UNIT.
7. COORDINATE FINAL MOUNTING HEIGHTS AND ORIENTATION OF RECEPTACLES WITH ARCHITECT.
8. PROVIDE RELAY FOR CEILING MOUNTED SINGLE STATION SMOKE DETECTOR TO INTERCONNECT CIRCUIT FOR SHUTDOWN OF FC-1 UPON ACTIVATION. VERIFY FC-1 CONTROL CIRCUIT INTERFACE WIRING WITH HVAC CONTRACTOR.



- POWER FOR WASHING MACHINE.
- 2 PROVIDE AND INSTALL NEEMA 14-30R RECEPTACLE WITH 3#10, 1#0G, 3/4"C, 3/4"C FOR CLOTHES DRYER. CONFORM FINAL ELECTRICAL REQUIREMENTS WITH SUBMITTED EQUIPMENT PRIOR TO ROUGH-IN.
- 3 COORDINATE MOUNTING OF DISCONNECT FOR WATER HEATER TO MAINTAIN REQUIRED CLEARANCES.
- 4 POWER FOR REFRIGERATOR.
- 5 POWER FOR MICROWAVE. COORDINATE MOUNTING HEIGHT WITH ARCHITECT.
- 6 PROVIDE AND INSTALL NEEMA 14-50R RECEPTACLE WITH 3#6, 1#0G, 1"C FOR ELECTRIC RANGE. CONFORM FINAL ELECTRICAL REQUIREMENTS WITH SUBMITTED EQUIPMENT PRIOR TO ROUGH-IN.
- 7 DISHWASHER RECEPTACLE. LOCATE BELOW SINK WITH GROMMET IN SIDE OF MILLWORK FOR DISHWASHER PLUG TO PASS THROUGH.
- 8 POWER FOR GARBAGE DISPOSAL. COORDINATE LOCATION FOR SWITCH WITH ARCHITECT.
- 9 PROVIDE LEVITON 60DF-10W, OR APPROVED EQUAL, FAN SWITCH FOR CEILING FAN LOCATIONS.
- 10 PROVIDE FAN RATED JUNCTION BOX FOR CEILING FAN LOCATIONS.
- 11 POWER FOR KITCHEN HOOD FAN AND LIGHT. COORDINATE HEIGHT WITH ARCHITECT. COORDINATE FINAL ELECTRICAL REQUIREMENTS WITH SUBMITTED EQUIPMENT PRIOR TO ROUGH-IN.
- 12 PROVIDE TEKSTONE INTERCOM STATION WITH DOOR RELEASE BUTTON (#IR104E) AND RECESSED CABINET HOUSING (#HH101). CONNECT TO MAIN STATION AND POWER SUPPLIES AS REQUIRED. RE: E.1.1.
- 13 PROVIDE CORNELL NURSE CALL SYSTEM COORIDOR DOME LIGHT (#L-101). CONNECT TO SYSTEM AND POWER SUPPLIES AS REQUIRED. RE: E.1.1.
- 14 PROVIDE CORNELL NURSE CALL SYSTEM CALL STATION (#E-114-3). CONNECT TO MAIN SYSTEM AND POWER SUPPLIES AS REQUIRED. RE: E.1.1.
- 15 PROVIDE LEVITON GFI-W, 15 OR APPROVED EQUAL, GFCI WITH INTEGRATED NIGHTLIGHT FOR BATHROOM OUTLET.

Branch Panel: 1.1-XXX

Location: UNIT XXX LAUNDRY

Supply From: METER CENTER CMX

Mounting: RECESSED

Enclosure: NEMA 1

Equipment Grounded: Yes

Isolated Ground: No

Feed Trip Lugs: No

200% Neutral: No

Service Entrance Rating: No

Surge Protective Device: Yes

Volts: 120/208 SINGLE

Phases: 3

Wires: 3

A.I.C. Rating: 10KAIC

Fully Rated: Yes

Bus Rating: 150 A

Main Type: MCB

Main Rating: 150 A

CKT	Breaker Notes	Circuit Description	Trip	Poles	A	B	Poles	Trip	Circuit Description	Breaker Notes	CKT
3		SURGE BREAKER (SPD)	20 A	2	0 1500	0 900	1	20 A	WASHING MACHINE	AF/GF	2
5								1	REFRIGERATOR	AF/GF	4
7		WHTR-1	30 A	2	2246 1200	2246 1200	1	20 A	MICROWAVE	AF/GF	6
9								1	DISHWASHER	AF/GF	8
11		FC-1	60 A	2	3942 900	3942 1500	1	20 A	GARBAGE DISPOSAL	AF/GF	10
13								1	KITCHEN APPLANCE RCPT	AF/GF	12
15		HP-1	20 A	2	1019 1500	1019 1000	1	20 A	KITCHEN APPLANCE RCPT	AF/GF	14
17								1	BATHROOM RCPT	AF/GF	16
19		ELECTRIC RANGE	50 A	2	4000 540	4000 900	1	20 A	LIVING RM RCPT	AF/GF	20
21								1	BEDROOM RCPT	AF/GF	22
23	GFCI	ELECTRIC CLOTHES DRYER	30 A	2	2500 1260	2500 405	1	20 A	SMOKES/LIGHTING/BATH EF-1	AF/GF	24
25		SPARE	20 A	1	0 0	0 0	1	20 A	SPARE		26
27	--	SPACE	--	--	--	--	--	--	SPACE	--	28
29	--	SPACE	--	--	0 0	0 0	--	--	SPACE	--	30
Total Load:					20607.2 VA	19612.0 VA					
Total Amps:					197 A	189 A					

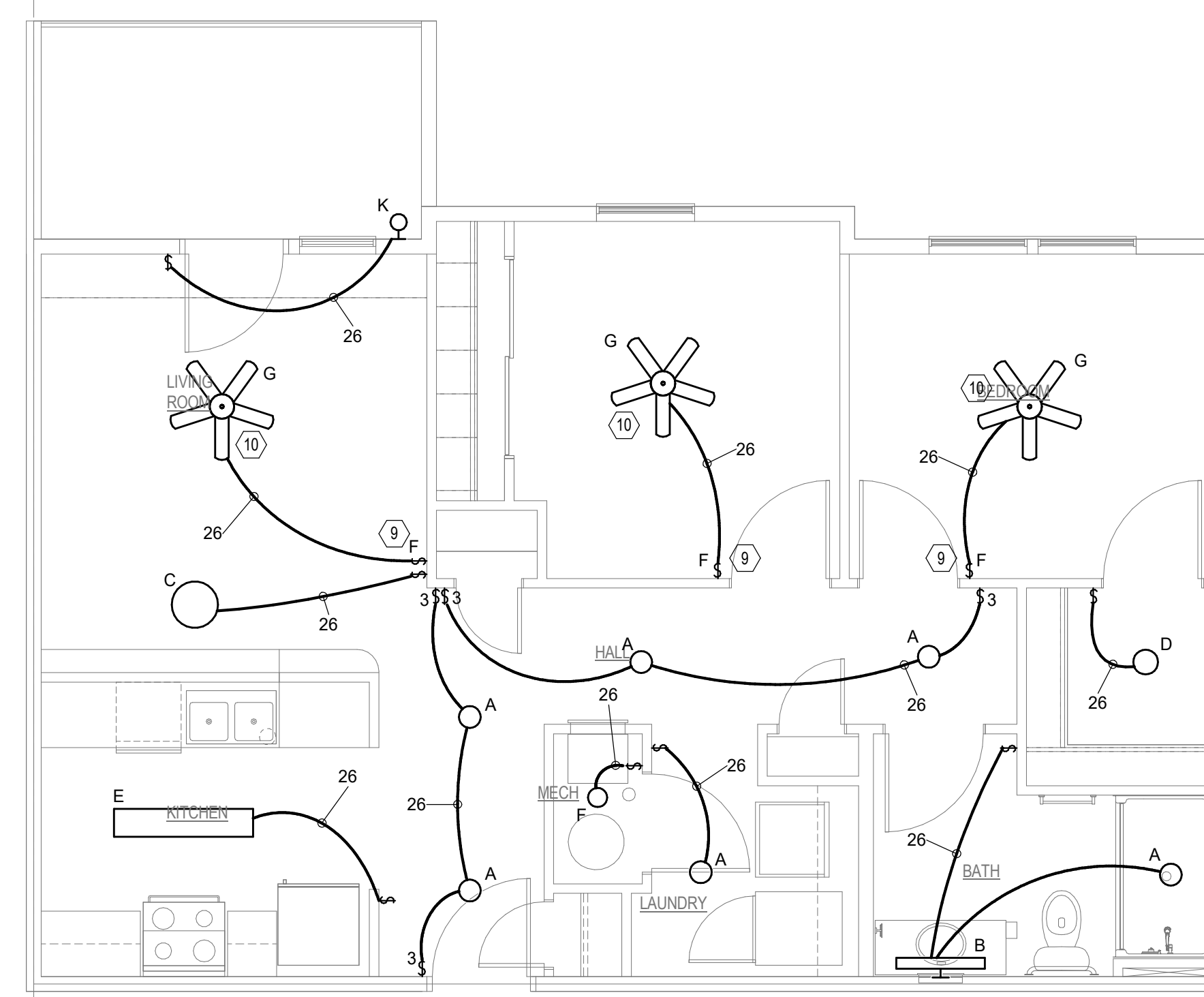
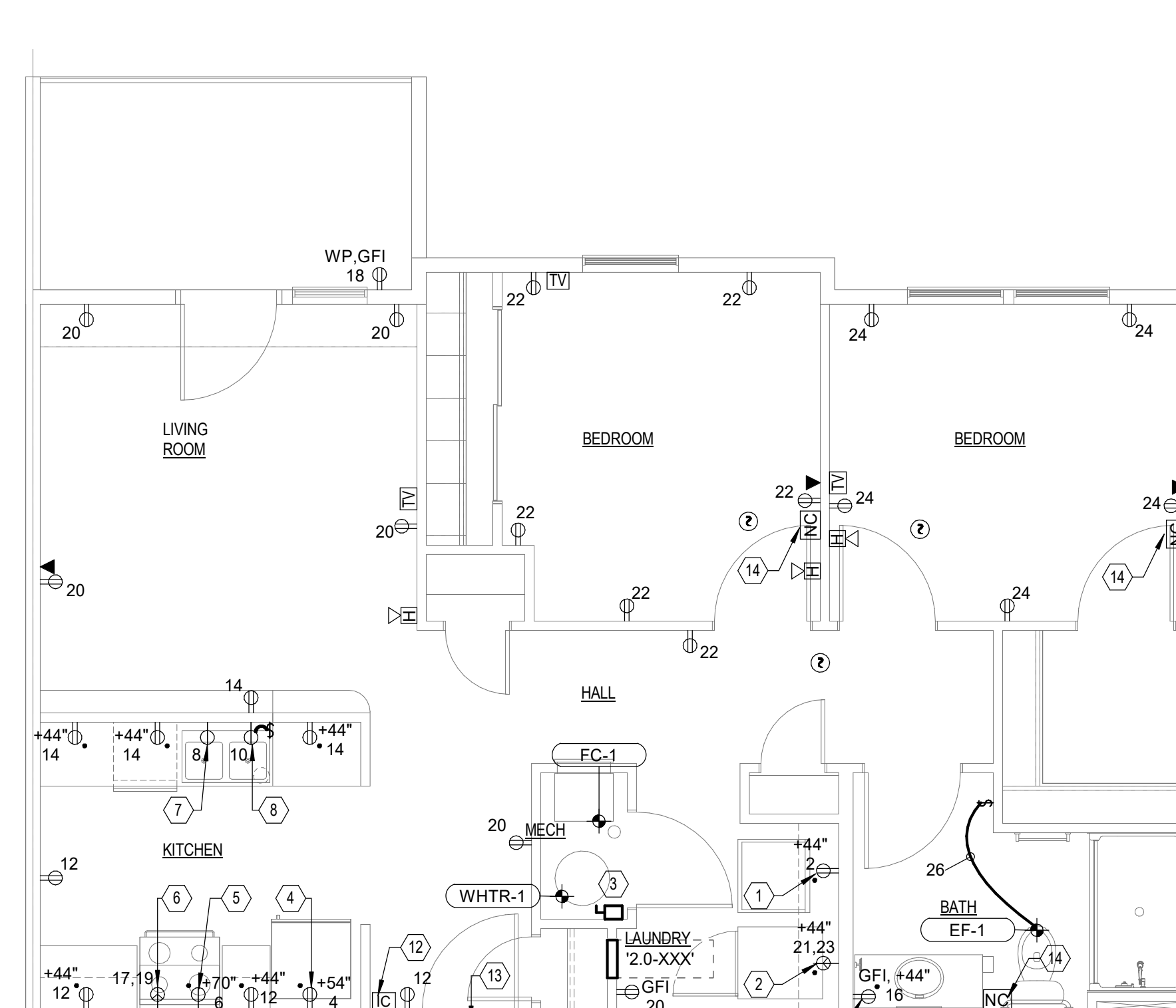
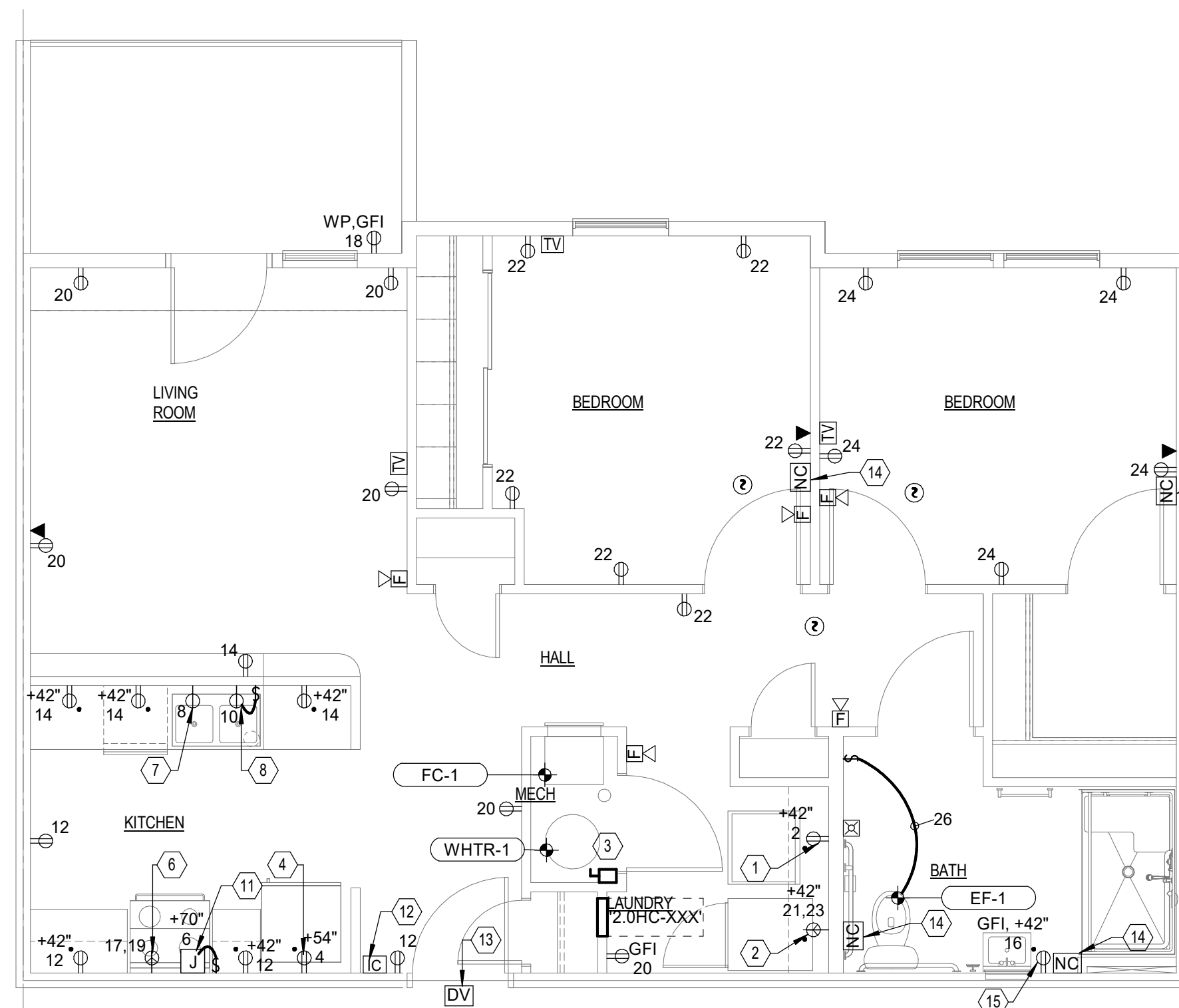
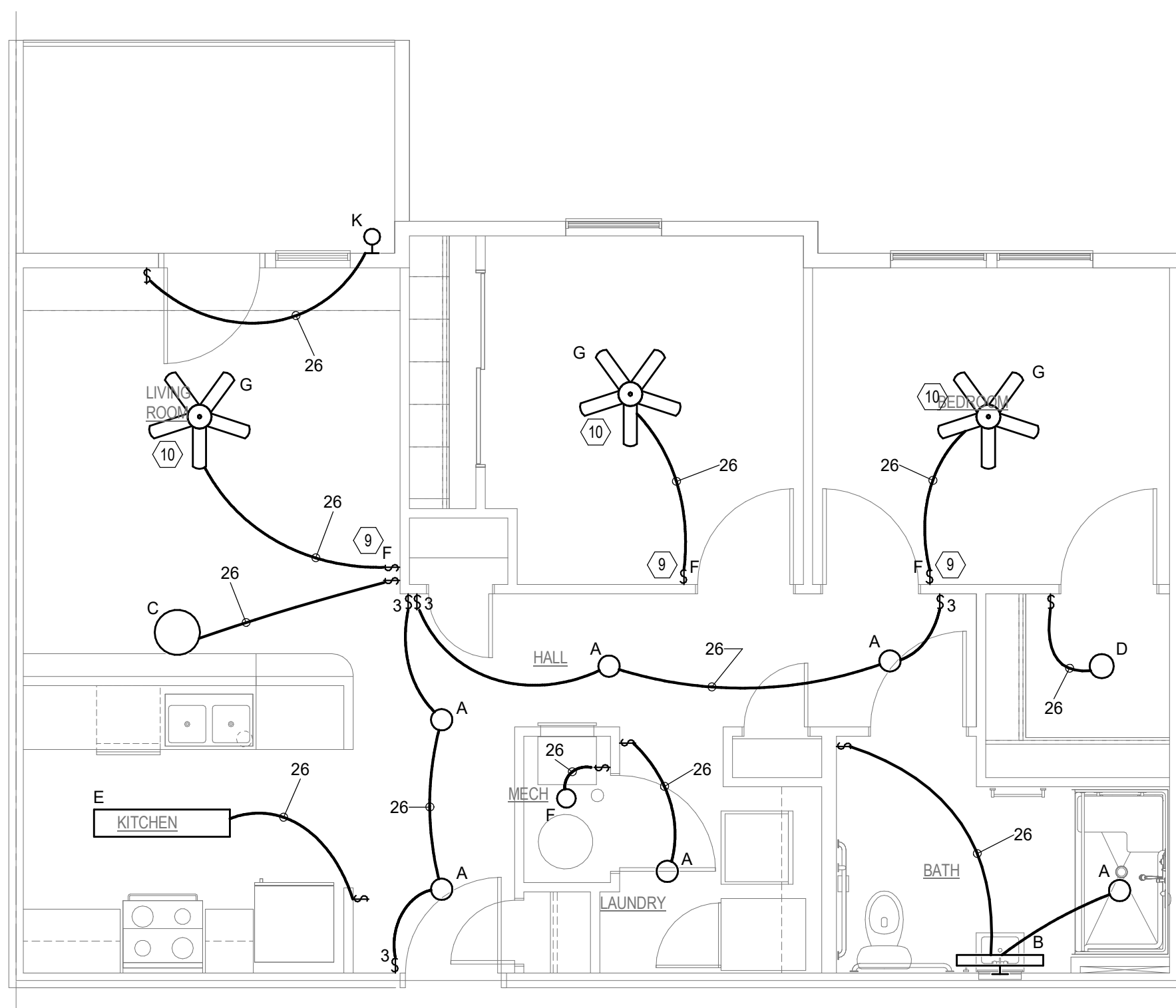
Legend:

AF/GF - Combination-type Arc Fault Circuit Interrupter breaker. GFCI - Ground Fault Circuit Interrupter breaker. AF/GF - Dual Arc Fault and Ground Fault Circuit Interrupter breaker.

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
HVAC - NEC 220.18(A)	14414.4 VA	100.00%	14414.4 VA	
LIGHTING - NEC 220.42	326.8 VA	100.00%	326.8 VA	Total Conn. Load: 40219.2 VA
RECEPTACLE - NEC 220.44	10900.0 VA	85.87%	10450.0 VA	Total Est. Demand: Refer to NEC 220.82 Calc
MOTOR - NEC 440.22	78.0 VA	125.00%	97.5 VA	Total Conn.: 193 A
ELECTRIC RANGE - NEC 220.55	8000.0 VA	80.00%	6400.0 VA	Total Est. Demand: Refer to NEC 220.82 Calc
ELECTRIC CLOTHES DRYER - NEC 220.54	6000.0 VA	100.00%	6000.0 VA	
LAUNDRY CIRCUIT LOAD - NEC 220.52(B)	1500.0 VA	100.00%	1500.0 VA	

Notes:

[illegible]



UNIT TYPE: 2.OHC				VOLTAGE	LOAD CENTER
CONNECTED LOAD				208 1Ø	150 A
Ø41	50. FT. X 3W	2,523 W	220 Ø2(B)(1)		
COMMON LOADS		25,360 W	220 Ø2(B)(2)+(3)		
HVAC LOAD		10,005 W	220 Ø2(C)		
TOTAL		37,888 W		182 A	
DEMAND LOADS					
FIRST 10KW		10,000 W	220 Ø2(B)		
REMAINDER @ 40%		7,151 W	220 Ø2(B)		
HVAC LOAD		10,005 W	220 Ø2(C)		
TOTAL		27,156 W		131 A	

ARVADA SENIOR LIVING COMMON LOADS (Handicap)			
SMALL APPLIANCE CKTS (1500w/2)	3,000 w	NEC 220.82(B)(2)	
DISPOSER 10HP	480 w	NEC 220.82(B)(3)	
DISHWASHER	1,068 w	II	
OVEN	8,900 w	NEC 220.82(B)(3)b	
WATER HEATER	4,492 w	NEC 220.82(B)(3)d	
FRIDGE	800 w	NEC 220.82(B)(3)a	
HOOD	120 w	II	
WASHER	1,500 w	NEC 220.82(B)(2)	
DRYER	5,000 w	NEC 220.82(B)(3)c	
TOTAL	25,360 w		

UNIT TYPE:	2.0				VOLTAGE	LOAD CENTER
	CONNECTED LOAD				208 1Ø	150 A
	841 SQ. FT. X 3W	2,523 W	220 82(B)(1)			
	COMMON LOADS	26,904 W	220 82(B)(2)+(3)			
	HVAC LOAD	10,005 W	220 82(C)			
	TOTAL	2.0 39,432 W			190 A	
	DEMAND LOADS					
	FIRST 10KW	10,000 W	220 82(B)			
	REMAINDER @ 40%	7,771 W	220 82(B)			
	HVAC LOAD	10,005 W	220 82(C)			
	TOTAL	27,776 W			134 A	

ARVADA SENIOR LIVING COMMON LOADS (Standard)		
SMALL APPLIANCE CKTS (1500w/2)	3,000 w	NEC 220.62(B)(2)
DISPOSER 10HP	490 w	NEC 220.62(B)(3)a
DISHWASHER	852 w	II
OVEN	9,100 w	NEC 220.62(B)(3)b
WATERHEATER	4,492 w	NEC 220.62(B)(3)d
FRIDGE	800 w	NEC 220.62(B)(3)a
MICROWAVE	1,680 w	II
WASHER	1,500 w	NEC 220.62(B)(2)
DRYER	5,000 w	NEC 220.62(B)(3)c
TOTAL	26,304 w	

Branch Panel: 2.0HC-XXX

Location: UNIT XXX LAUNDRY			Equipment Ground: Yes			Volts: 120/208 SINGLE			Bus Rating: 150 A		
Supply From: METER CENTER MXX			Isolated Ground: No			Phases: 1			Main Type: MCB		
Mounting: RECESSED			Feed Thru Lug: No			Wires: 3			Main Rating: 150 A		
Enclosure: NEMA 1			200% Neutral: No			A.I.C. Rating: 10KAIC					
			Service Entrance Rate: No			Fully Rated: Yes					
			Surge Protective Device: Yes								
CKT	Breaker Notes	Circuit Description	Trip	Poles	A	B	Poles	Trip	Circuit Description	Breaker Notes	CKT
1			20 A	2	0	1500	2	20 A	WASHING MACHINE	AF/GF	2
3		SURGE BREAKER (SPD)						20 A	REFRIGERATOR	AFCI	4
5		WHTR-1	30 A	2	2246	120		20 A	KITCHEN HOOD	AFCI	6
7								20 A	DISHWASHER	AF/GF	8
9		FC-1	60 A	2	3942	900		20 A	GARBAGE DISPOSAL	AF/GF	10
11								20 A	KITCHEN APPLIANCE RCPT	AF/GF	12
13		HP-1	20 A	2	1019	1500		20 A	KITCHEN APPLIANCE RCPT	AF/GF	14
15								20 A	BATHROOM RCPT	AFCI	16
17		ELECTRIC RANGE	50 A	2	4000	180		20 A	PATIO/DECK RCPT	AFCI	18
19								20 A	LAUNDRY/LIVING RM RCPT	AFCI	20
21		GFCI ELECTRIC CLOTHES DRYER	30 A	2	2500	1080		20 A	BEDROOM 1 RCPT	AFCI	22
23								20 A	BEDROOM 2 RCPT	AFCI	24
25		SPARE	20 A	1	0	409		20 A	SMOKES/LIGHTING/BATH EF-1	AFCI	26
27	--	SPACE	--	--	--	--	0	--	SPACE	--	28
29	--	SPACE	--	--	0	0	--	--	SPACE	--	30
					Total Load:		19396.2 VA				
					Total Amps:		187 A				

Legend: AFCI - combination-type Arc Fault Circuit Interrupter breaker. GFCI - Ground Fault Circuit Interrupter breaker. AF/GF - Dual Arc Fault and Ground Fault Circuit Interrupter breaker.

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
HVAC - NEC 220.18(A)	14414.4 VA	100.00%	14414.4 VA	Total Conn. Load: 36683.4 VA
LIGHTING - NEC 220.42	331.0 VA	100.00%	331.0 VA	
RECEPTACLE - NEC 220.44	10360.0 VA	98.26%	10180.0 VA	Total Est. Demand: Refer to NEC 220.82 Calc
MOTOR - NEC 440.22	78.0 VA	125.00%	97.5 VA	
ELECTRIC RANGE - NEC 220.55	8000.0 VA	80.00%	6400.0 VA	Total Est. Demand: Refer to NEC 220.82 Calc
ELECTRIC CLOTHES DRYER - NEC 220.54	5000.0 VA	100.00%	5000.0 VA	
LAUNDRY CIRCUIT LOAD - NEC 220.52(B)	1500.0 VA	100.00%	1500.0 VA	

Notes:

Branch Panel: 2.0-XXX

Location: UNIT XXX LAUNDRY

Supply From: METER CENTER MCX

Mounting: RECESSED

Enclosure: NEMA 1

Equipment Ground: Yes

Isolated Ground: No

Feed Thr Lugs: No

200% Neutral: No

Service Entrance Rated: No

Surge Protective Device: Yes

Volts: 120/208 SINGLE

Phases: 1

Wires: 3

A.I.C. Rating: 10KAIC

Fully Rated: Yes

Bus Rating: 150 A

Main Type: MCB

Main Rating: 150 A

CKT	Breaker Notes	Circuit Description	Trip	Poles	A		B		Poles	Trip	Circuit Description	Breaker Notes	CKT	
3		SURGE BREAKER (SPD)	20 A	2	0	1500	0	900	1	20 A	WASHING MACHINE	AF/GF	2	
5		WHTR-1	30 A	2	2246	1200	2246	1200	1	20 A	MICROWAVE	AF/CI	6	
7					3942	900				1	20 A	DISHWASHER	AF/IGF	8
9							3942	1500	1	20 A	GARBAGE DISPOSAL	AF/IGF	10	
11		FC-1	60 A	2						1	20 A	KITCHEN APPLANCE RCPT	AF/IGF	12
13		HP-1	20 A	2	1019	1500			1	20 A	KITCHEN APPLANCE RCPT	AF/IGF	14	
15							1019	1000	1	20 A	BATHROOM RCPT	AF/CI	16	
17		ELECTRIC RANGE	50 A	2	4000	180			1	20 A	PATIO/DECK RCPT	AF/CI	18	
19							4000	1080	1	20 A	LAUNDRY/RYLING RM RCPT	AF/CI	20	
21	GFCI	ELECTRIC CLOTHES DRYER	30 A	2	2500	1080			1	20 A	BEDROOM 1 RCPT	AF/CI	22	
23							2500	900	1	20 A	BEDROOM 2 RCPT	AF/CI	24	
25		SPARE	20 A	1	0	409			1	20 A	SMOKES/LIGHTING/BATH EF-1	AF/CI	26	
27	--	SPACE	--	--	--	--	0	0	--	--	SPACE	--	28	
29	--	SPACE	--	--	--	--	--	--	--	--	SPACE	--	30	
					Total Load:		20476.2 VA		20287.2 VA					
					Total Amps:		197 A		195 A					

Legend:

AF/CI - Combination-type Arc Fault Circuit Interrupter breaker. GFCI - Ground Fault Circuit Interrupter breaker. AF/IGF - Dual Arc Fault and Ground Fault Circuit Interrupter breaker.

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals		
HVAC - NEC 220.18(A)	14414.4 VA	100.00%	14414.4 VA	Total Conn. Load:	40753.4 VA	
LIGHTINGS - NEC 220.42	331.0 VA	100.00%	331.0 VA			
RECEPTACLE - NEC 220.44	11440.0 VA	93.71%	10720.0 VA	Total Est. Demand: Refer to NEC 220.82 Calc		
MOTOR - NEC 440.22	78.0 VA	125.00%	97.5 VA	Total Conn.: 196 A		
ELECTRIC RANGE - NEC 220.55	8000.0 VA	80.00%	6400.0 VA	Total Est. Demand: Refer to NEC 220.82 Calc		
ELECTRIC CLOTHES DRYER - NEC 220.54	5000.0 VA	100.00%	5000.0 VA			
LAUNDRY CIRCUIT LOAD - NEC 220.52(B)	1500.0 VA	100.00%	1500.0 VA			

Notes:

ELECTRICAL GENERAL NOTES

1. INSTALL BUILDING FIRE ALARM SYSTEM HORN IN ALL APARTMENT UNITS TO ALARM WHEN BUILDING FIRE ALARM SYSTEM IS ACTIVATED. LOCATION OF HORN AS DIRECTED BY ARCHITECT.
2. HORN/STROBE DEVICES TO BE INSTALLED IN HANDICAP/HEARING IMPAIRED (HC) UNITS AS REQUIRED BY CODE. LOCATION AS DIRECTED BY ARCHITECT.
3. ALL RECEPTACES INSTALLED WITHIN APARTMENT UNITS SHALL BE TAMPER RESISTANT TO COMPLY WITH NEC 406.12(A).
4. COORDINATE CONDUIT REQUIREMENTS FOR LOW-VOLTAGE CABLING TO UNIT WITH LOW-VOLTAGE SUPPLIER AND INSTALLER.
5. PROVIDE STAND ALONE 120V SMOKE DETECTORS WITH BATTERY BACKUP IN ALL AREAS REQUIRED BY NFPA 72. DETECTORS SHALL HAVE AUXILIARY RELAY CONNECTED TO BASIC BUILDING FIRE ALARM SYSTEM TO INDICATE SUPERVISORY CONDITION. SMOKE DETECTORS TO BE CIRCUITED TO LIGHTING CIRCUIT AHEAD OF SWITCHING OR CONTROL. PROVIDE DETECTORS WITH LOW FREQUENCY AUDIBLE ALARM.
6. NUMBERS NEXT TO RECEPTACES AND ON WIRES ARE CIRCUIT NUMBERS. CIRCUIT TO PANEL LOCATED IN UNIT.
7. COORDINATE FINAL MOUNTING HEIGHTS AND ORIENTATION OF RECEPTACES WITH ARCHITECT.
8. PROVIDE RELAY FOR CEILING MOUNTED SINGLE STATION SMOKE DETECTOR. INTERCONNECT CIRCUIT FOR SHUTDOWN OF FC-1 UPON ACTIVATION. VERIFY FC-1 CONTROL CIRCUIT INTERFACE WIRING WITH HVAC CONTRACTOR.

LEGACY SENIOR APARTMENTS
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Issue Date: JANUARY 11, 202

Revisions to the drawing set		
No.	Date	Description

[illegible]

Project Number:	111-20-
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Drawn by:	CM
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Checked by:	CN
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Sheet Name:
ELECTRICAL ENLARGED UNIT PLAN

E3.3

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ELEC - LIGHTING FIXTURE SCHEDULE									
TYPE	MANUFACTURER	MODEL	VOLTS	LAMP(S)	DIMMING	LOAD	MOUNTING	DESCRIPTION	
A	PROGRESS LIGHTING COOPER HALO	P8222-28-30K SMDGR12930WH	120	3000K, LED	TRIAC	17.3 VA	SURFACE	7.25" ROUND DOWNLIGHT, 90+ CRI, 1170 LUMENS, 67.6 LPW, ENERGY STAR QUALIFIED	
B	PROGRESS LIGHTING ASL LIGHTING	P2145-3030K9 TLG4-W9-TD-30K-W30	120	3000K, LED	ELV	36.0 VA	WALL	FOUR LIGHT BATHROOM SCONCE, 90+ CRI, 2492 LUMENS, 69.2 LPW, ENERGY STAR QUALIFIED	
C	PROGRESS LIGHTING ASL LIGHTING	P73007-030-30 HRO-W31-TD-30K-D18-FGW	120	3000K, LED	TRIAC/ELV	32.0 VA	SURFACE	17" ROUND ACRYLIC CLOUD, 90+ CRI, 3000 LUMENS, 93.8 LPW, ENERGY STAR QUALIFIED.	
D	PROGRESS LIGHTING ASL LIGHTING	P330076-0099-30 HRT-W24-TD-30K-D9-FGBZ	120	3000K, LED	TRIAC	23.0 VA	SURFACE	9" ROUND ACRYLIC BOWL, 90+ CRI, 1600 LUMENS, 69.6 LPW, ENERGY STAR QUALIFIED.	
E	PROGRESS LIGHTING ASL LIGHTING	P7279-3030K9 OCW46-TD-30K-WY12	120	3000K, LED	TRIAC	40.0 VA	SURFACE	51" LINEAR ACRYLIC CLOUD, 90+ CRI, 2989 LUMENS, 76 LPW, ENERGY STAR QUALIFIED.	
F	PROGRESS LIGHTING ASL LIGHTING	P810015-003-30 HL-W15-TD-30K-D11	120	3000K, LED	TRIAC/ELV	15.0 VA	SURFACE	7" ROUND EDGE LIT CLOSET LIGHT, 90+ CRI, 1056 LUMENS, 70.4 LPW, ENERGY STAR QUALIFIED.	
G	PROGRESS LIGHTING MONTE CARLO	P2501-30W; P2611-30WB STARR66PNDMD	120	(2) 3000K, LED BULBS	MULTI SPEED CONTROL ELV/REV PHASE	72.0 VA	SURFACE	52" 5-BLADE WHITE CEILING FAN WITH LIGHT KIT, WHITE OPAL DIFFUSER, 800 LUMENS (EACH BULB) 88 LPW, ENERGY STAR QUALIFIED.	
G1	MONTE CARLO	3MAVR52AGP	120	-	MULTI SPEED CONTROL	27.0 VA	SURFACE	52" 3-BLADE CEILING FAN, AGED PEWTER, LIGHT GREY WEATHERED OAK BLADES.	
H2	PROGRESS LIGHTING COOPER HALO	P700003-028-30 HU1124D9SP-3000K	120	3000K, LED	TRIAC/ELV	14.8 VA	UNDERCABINET	24" LINEAR UNDERCABINET FIXTURE, 90+ CRI, 1054 LUMENS, 71 LPW, ENERGY STAR QUALIFIED.	
K	PROGRESS LIGHTING SEA GULL LIGHTING	P5622-3030K9 8547701-04	120	3000K, LED	ELV	9.0 VA	WALL	MEDIUM WALL LANTERN, ANTIQUE BRONZE, WHITE ACRYLIC DIFFUSER, 90+ CRI, 420 LUMENS, 53.6 LPW, ENERGY STAR QUALIFIED.	
L	ASL LIGHTING	CNS-EMG-W20-ND-30K-W6-EMG-PC	120	3000K, LED	NON-DIM	20.0 VA	WALL	DISCHARGE SCONCE, WET LOCATION LISTED, 80+ CRI, 1995 LUMENS, PHOTOCONTROL, INTGRAL 90-MINUTE BATTERY BACKUP.	
L1	ASL LIGHTING	BCJ-BZ-W15-TD-30K-H18-FGBZ	120	3000K, LED	TRIAC/ELV	15.0 VA	WALL	EXTERIOR DECORATIVE SCONCE, 18" HIGH, 1400 LUMENS, 80+ CRI, WET LOCATION LISTED. CONFIRM FINISH WITH ARCHITECT.	
M	COOPER METALUX	4SNLED-LD5-1SL-LW-UNV-L835-CD1-U	120	3500K, LED	0-10V, 10%	35.0 VA	SURFACE	4" LINEAR STRIP, FULL FROST WIDE LENS, 4214 LUMENS, 122.1 LPW, 80+ CRI. PROVIDE CHAIN KIT WHERE REQUIRED BY MECHANICAL EQUIPMENT.	
ME	COOPER METALUX	4SNLED-LD5-1SL-LW-UNV-EL14W-L835-CD1-U	120	3500K, LED	0-10V, 10%	35.0 VA	SURFACE	4" LINEAR STRIP, FULL FROST WIDE LENS, 4214 LUMENS, 122.1 LPW, 80+ CRI, WITH INTEGRAL 90-MINUTE BATTERY BACKUP. PROVIDE CHAIN KIT WHERE REQUIRED BY MECHANICAL EQUIPMENT.	
N	ASL LIGHTING	WPL-W31-TD-40K-L47-EMG-CHK	120	4000K, LED	TRIAC/ELV	31.0 VA	SURFACE/CHAIN	2" ELEVATOR PIT/TOS VAPORTITE FIXTURE, POLYCARBONATE LENS, WITH INTEGRAL 90-MINUTE EMERGENCY BATTERY BACKUP.	
P	COOPER METALUX	2VT2-LD5-4-DR-UNV-VT-REM-EL-L840-CD1-WL-U	120	4000K, LED	NON-DIM	29.0 VA	WALL	4" VAPORTITE FIXTURE, POLYCARBONATE LENS, 80+ CRI, 6000 LUMENS.	
P1	COOPER METALUX	4VT2-LD5-6-DR-UNV-L840-CD1-WL-U	120	4000K, LED	NON-DIM	48.0 VA	WALL	SAME AS TYPE 'P1' WITH INTEGRAL 90-MINUTE BATTERY BACKUP.	
P1E	COOPER METALUX	4VT2-LD5-6-DR-UNV-EL10W-L840-CD1-WL-U	120	4000K, LED	NON-DIM	48.0 VA	WALL	SAME AS TYPE 'P1' WITH INTEGRAL 90-MINUTE BATTERY BACKUP.	
Q	COOPER HALO	SMD6S12935WH	120	3500K, LED	LE/TE PHASE, 5%	15.6 VA	RECESSED	6" SQUARE DOWNLIGHT, SLIM FIXTURE, 1237 LUMENS, 79 LPW, 92 CRI.	
QE	COOPER HALO	SMD6S12935WH BOONCE-ELI-SL-20	120	3500K, LED	LE/TE PHASE, 5%	15.6 VA	RECESSED	SAME AS TYPE 'Q', WITH 90-MINUTE MICRO-INVERTER BACKUP.	
R	COOPER METALUX	22FP235C	120	3500K, LED	0-10V, 10%	29.2 VA	RECESSED	2'X2' FIXTURE, SLIM ALUMINUM HOUSING, FLAT PANEL, 3307 LUMENS, 115 LPW, 80+ CRI.	
R1	COOPER METALUX	22FP2135C	120	3500K, LED	0-10V, 10%	20.7 VA	RECESSED	2'X2' FIXTURE, SLIM ALUMINUM HOUSING, FLAT PANEL, 2205 LUMENS, 107 LPW, 80+ CRI.	
R2	COOPER CORELITE	BRG-WS-4L35-LD2-UNV-ZZ-[CLG]-STD	120	3500K, LED	0-10V, 10%	34.0 VA	RECESSED	2'X2' FIXTURE, WAVE STREAM BRIDGE, 3500 LUMENS, 103 LPW, 85+ CRI.	
S	COOPER METALUX	4SRLLD5-1SL-LC-UNV-EL14W-L835-CD1-SVPD2-U	120	3500K, LED	0-10V, 10%	47.0 VA	SURFACE	4" STAIRWELL FIXTURE, INTEGRAL DIMMING/MOTION SENSOR, 6132 LUMENS, 130 LPW, 80+ CRI, INTEGRAL 90-MINUTE BATTERY BACKUP.	
T1	BY OWNER	TO BE SELECTED BY OWNER	120	LED	CONFIRM	150.0 VA	PENDANT	DECORATIVE PENDANT/CHANDELIER TO BE SELECTED BY THE OWNER.	
T2	FC LIGHTING	FC0600-12-SPM-12-UNV-3K-CR83-20L-BZ-40	120	3000K, LED	0-10V, 1%	21.0 VA	PENDANT	6" DIAMETER CYLINDER, 12" HIGH, SLOPE PENDANT 12" OR AS SPECIFIED BY ARCHITECT, 83 CRI, 2297 LUMENS, BRONZE FINISH, 40 DEGREE FLOOD, WET LOCATION RATED.	
T2E	FC LIGHTING	FC0600-12-SPM-12-UNV-3K-CR83-20L-BZ-40-BBU	120	3000K, LED	0-10V, 1%	21.0 VA	PENDANT	6" DIAMETER CYLINDER, 12" HIGH, SLOPE PENDANT 12" OR AS SPECIFIED BY ARCHITECT, 83 CRI, 2297 LUMENS, BRONZE FINISH, 40 DEGREE FLOOD, WET LOCATION LISTED, WITH INTEGRAL 90-MINUTE BATTERY BACKUP.	
U8	AMERICAN LINEAR LIGHTING	3SID-08-MU-MD-35-HC-WH	120	3500K, LED	0-10V, 1%	90.0 VA	PENDANT	8" DIRECT/INDIRECT PENDAN, 750 LMFT UP, 750 LMFT DOWN, WHITE FINISH, 129 LPW, PROVIDE JOINER FOR CONTINUOUS 16" RUN.	
V1	COOPER LIGHTING	GLNA-AF-01-LED-E1-SL4-BZ-7030-MS/DIM-L20 POLE: STS5A20SFM1X-AB100SET	120	3000K, LED	0-10V	59.0 VA	20' POLE, 1 HEAD	SINGLE HEAD POLE LIGHT, TYPE IV WITH SPILL CONTROL DISTRIBUTION, B1-U0-G1, 5908 LUMENS, 70 CRI, BRONZE FINISH, MOTION SENSOR FOR DIMMING OPERATION WITH INTEGRAL PHOTOCONTROL FOR DUSK TO DAWN ON-OFF OPERATION (THROUGH PROGRAMMING).	
V2	COOPER LIGHTING	GLNA-AF-01-LED-E1-T4FT-BZ-7030-MS/DIM-L20 POLE: STS5A20SFM1X-AB100SET	120	3000K, LED	0-10V	59.0 VA	20' POLE, 1 HEAD	SINGLE HEAD POLE LIGHT, TYPE IV FORWARD THROW DISTRIBUTION, B1-U0-G1, 5908 LUMENS, 70 CRI, BRONZE FINISH, MOTION SENSOR FOR DIMMING OPERATION WITH INTEGRAL PHOTOCONTROL FOR DUSK TO DAWN ON-OFF OPERATION (THROUGH PROGRAMMING).	
V3	COOPER LIGHTING	GLNA-AF-01-LED-E1-T4FT-BZ-7030-MS/DIM-L20-FSIR-100 POLE: STS5A20SFM2X-AB100SET	120	3000K, LED	0-10V	118.0 VA	20' POLE, 2 HEADS	DUAL, 180 DEGREE HEAD POLE LIGHT, TYPE IV FORWARD THROW DISTRIBUTION, B1-U0-G1, 5908 LUMENS EACH, 70 CRI, BRONZE FINISH, MOTION SENSOR FOR DIMMING OPERATION WITH INTEGRAL PHOTOCONTROL FOR DUSK TO DAWN ON-OFF OPERATION (THROUGH PROGRAMMING). PROVIDE (1) TOTAL PROGRAMMING DEVICE.	
V4	COOPER LIGHTING	GLNA-AF-01-LED-E1-SM0-BZ-7030-MS/DIM-L20 POLE: STS5A20SFM1X-AB100SET	120	3000K, LED	0-10V	59.0 VA	20' POLE, 1 HEAD	SINGLE HEAD POLE LIGHT, TYPE V SQUARE MEDIUM DISTRIBUTION, B3-U0-G1, 6185 LUMENS, 70 CRI, BRONZE FINISH, MOTION SENSOR FOR DIMMING OPERATION WITH INTEGRAL PHOTOCONTROL FOR DUSK TO DAWN ON-OFF OPERATION (THROUGH PROGRAMMING).	
W	COOPER LIGHTING	GLNA-AF-01-LED-E1-T4W-BZ-WM-7030-MS/DIM-L20	120	3000K, LED	0-10V	59.0 VA	WALL MOUNT	SINGLE HEAD WALL MOUNT, TYPE IV DISTRIBUTION, B1-U0-G1, 5832 LUMENS, 70 CRI, BRONZE FINISH, MOTION SENSOR FOR DIMMING OPERATION WITH INTEGRAL PHOTOCONTROL FOR DUSK TO DAWN ON-OFF OPERATION (THROUGH PROGRAMMING).	
X	COOPER SURELITES	EST-1(12)-70-GM-(CHEVRONS)-(C/W/E/P)	120	LED	NON-DIM	2.0 VA	UNIVERSAL	EDGE LIT EXIT SIGN GREEN LETTERING, INTEGRAL 90-MINUTE BATTERY BACKUP. PROVIDE DIRECTIONAL CHEVRONS, MOUNTING, AND FACES AS INDICATED ON PLANS.	

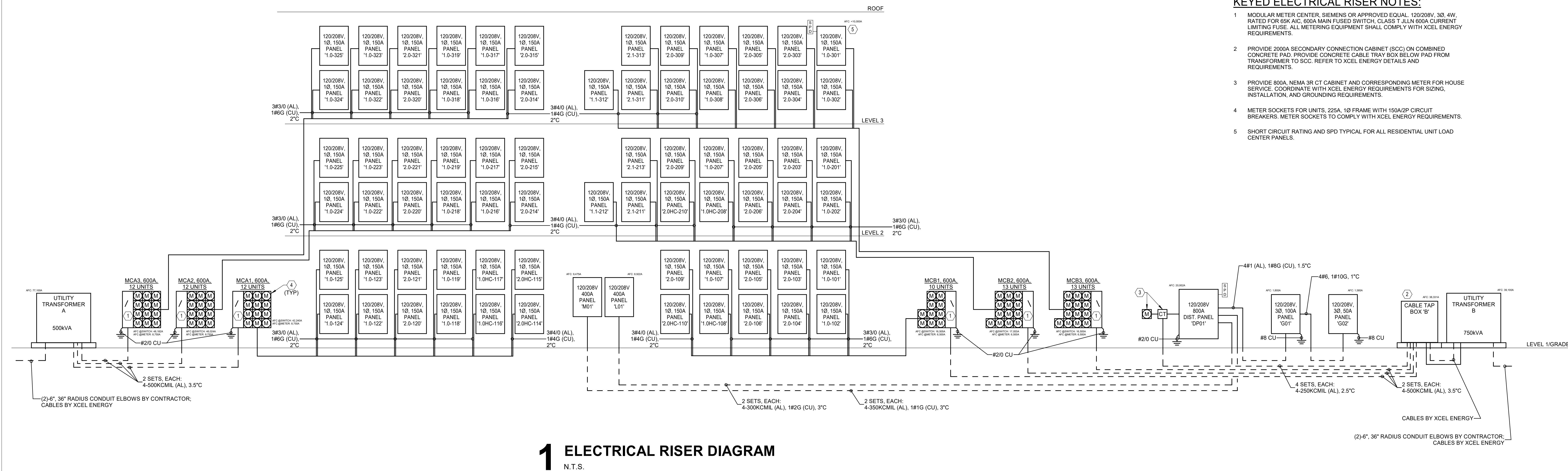
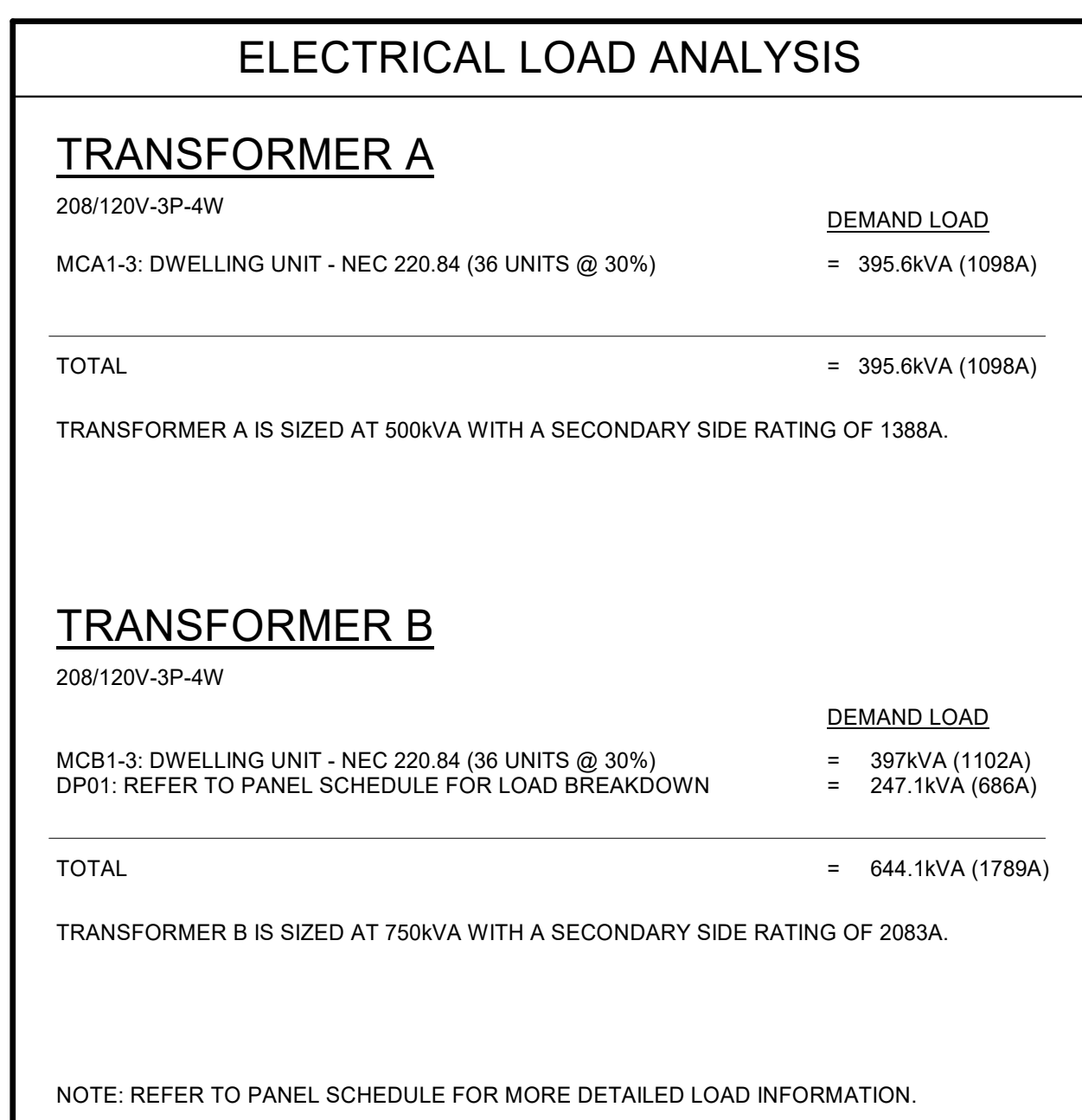
ELEC - LIGHTING ROOM CONTROLS SCHEDULE				
TYPE	DESCRIPTION	DEVICES	SEQUENCE OF OPERATIONS	NOTES
2A	WALL MOUNTED OCCUPANCY SENSING	INTEGRAL DIMMING AND OCCUPANCY/VACANCY SENSOR WALL SWITCH.	LIGHT FIXTURES IN THIS ROOM ARE TO BE AUTO 80%-ON/AUTO-OFF CONTROLLED BY THE WALL MOUNTED OCCUPANCY SENSOR SWITCH. LIGHTS SHALL BE SHUT OFF AFTER VACANCY OF 20 MINUTES.	1-3
2B	WALL MOUNTED OCCUPANCY SENSING	WALL OCCUPANCY/VACANCY SENSOR SWITCH	LIGHT FIXTURES IN THIS ROOM ARE TO BE FULL AUTO-ON/AUTO-OFF CONTROLLED BY THE WALL MOUNTED OCCUPANCY SENSOR SWITCH. LIGHTS SHALL BE SHUT OFF AFTER VACANCY OF 20 MINUTES.	1-3
3	CEILING MOUNTED VACANCY SENSING	CEILING VACANCY SENSOR WALL SWITCH	LIGHT FIXTURES IN THIS ROOM ARE TO BE MANUAL-ON/AUTO-OFF CONTROLLED BY THE WALL SWITCH RECEIVING INPUTS FROM THE CEILING MOUNTED VACANCY SENSOR. LIGHTS SHALL BE SHUT OFF AFTER VACANCY OF 20 MINUTES.	1-3
4A	CEILING MOUNTED OCCUPANCY SENSING	CEILING OCCUPANCY/VACANCY SENSOR DIMMING WALL SWITCH	LIGHT FIXTURES IN THIS ROOM ARE TO BE AUTO 80%-ON/AUTO-OFF CONTROLLED BY THE WALL SWITCH RECEIVING INPUTS FROM THE CEILING MOUNTED OCCUPANCY/VACANCU SENSOR. LIGHTS SHALL BE SHUT OFF AFTER VACANCY OF 20 MINUTES.	1-3
4C	CEILINGS MOUNTED OCCUPANCY SENSING WITH LIGHT OUTPUT REDUCTION	CEILING MOUNTED OCCUPANCY/VACANCY SENSOR	LIGHT FIXTURES IN THIS AREA ARE TO BE FULL AUTO-ON/AUTO-DIM TO 50% (OR LOWER AS SPECIFIED BY OWNER) CONTROLLED BY THE CEILING MOUNTED OCCUPANCY/VACANCY SENSOR. LIGHTS SHALL DIM 15 MINUTES AFTER ALL OCCUPANTS EXIT SPACE.	1-3
4D	INTEGRAL OCCUPANCY SENSING WITH LIGHT OUTPUT REDUCTION	INTEGRATED FIXTURE MOUNTED OCCUPANCY/VACANCY SENSOR	LIGHT FIXTURES IN THIS AREA ARE TO BE AUTO-ON 80%/AUTO-DIM TO 10% CONTROLLED BY THE INTEGRAL FIXTURE MOUNTED OCCUPANCY/VACANCY SENSOR. LIGHTS SHALL DIM 15 MINUTES AFTER ALL OCCUPANTS EXIT SPACE. STAIRWELL SENSORS SHALL RAISE LIGHTS ON CURRENT LANDING, FLOORS ABOVE AND BELOW SENSOR, AND INTERMEDIATE LANDINGS.	1-3

LIGHTING CONTROLS ROOM SCHEDULE NOTES

- PROVIDE REQUIRED NORMAL AND EMERGENCY POWER PACKS AND ROOM CONTROLLERS FOR LIGHTING CONTROL SCHEME IN ROOM AS INDICATED ON PLANS.
- LIGHTING CONNECTED TO EMERGENCY POWER (GENERATOR, BATTERY BACKUP OR INVERTER) SHALL TURN ON TO FULL OUTPUT ON LOSS OF NORMAL POWER.
- WIRELESS SYSTEMS MAY REQUIRE WIRED CONNECTIONS TO SENSORS OR SWITCHES. ACTUAL WIRING AND WIRELESS COMPONENTS VARY BY MANUFACTURER. WIRES AND CONDUIT FOR DEVICES SHALL BE INCLUDED IN BID PRICE. DRAWINGS AND SCHEDULE ARE DIAGRAMATIC IN NATURE AND INDICATE CONTROL INTENT. COORDINATE WITH MANUFACTURER TO ACHIEVE A FULLY FUNCTIONAL AND CODE COMPLIANT SYSTEM.

ELEC - LIGHTING RELAY PANEL							
RELAY #	ZONE	FIXTURE TYPE	DESCRIPTION	LOAD	DIMMING	CONTROL NOTES	CIRCUIT NUMBER
1	Z1	T2	FRONT PENDANT, NORMAL	105.0 VA	0-10V, 1%	DUSK TO DAWN AUTO ON, PHOTOCELL CONTROLLED.	L01 66
2	Z1	T2E	FRONT PENDANT, EMERGENCY	63.0 VA	0-10V, 1%	DUSK TO DAWN AUTO ON, PHOTOCELL CONTROLLED. FULL AUTO ON UPON LOSS OF POWER, REGARDLESS OF TIME OF DAY.	L01 66
3	Z2	L1	FRONT SCONCES	90.0 VA	TRIAC/ELV	DUSK TO DAWN AUTO ON, PHOTOCELL CONTROLLED.	L01 66
4	Z2	T2	BACK PENDANT, NORMAL	105.0 VA	0-10V, 1%	DUSK TO DAWN AUTO ON, PHOTOCELL CONTROLLED.	L01 66
5	Z3	T2E	BACK PENDANT, EMERGENCY	42.0 VA	0-10V, 1%	DUSK TO DAWN AUTO ON, PHOTOCELL CONTROLLED. FULL AUTO ON UPON LOSS OF POWER, REGARDLESS OF TIME OF DAY.	L01 66
6	Z4	L1	BACK SCONCES	90.0 VA	TRIAC/ELV	DUSK TO DAWN AUTO ON, PHOTOCELL CONTROLLED.	L01 66

ELEC - MECHANICAL EQUIPMENT CONNECTION SCHEDULE													
TAG	VOLTS/PHASE	KW HEAT	MOTOR HP (W)	FLA	MCA	OCF	DISCONNECTING MEANS	ENCLOSURE RATING	WIRE & CONDUIT	PANEL	CIRCUIT	NOTES	
MECHANICAL													
EF-2	120/1	-	1/10	3.0 A	3.8 A	15 A	INTEGRAL TO UNIT	--	2#12, 1#12G, 3/4"	M01	65	PROVIDE INTERNAL WIRING AND TRANSFORMER TO DAMPER AND GFI OUTLET.	
ERV-1	208/3	-	42, 40	4.8 A	6.0 A	15 A	INTEGRAL TO UNIT	--	3#12, 1#12G, 3/4"	M01	41,43,45		
EUH-1	208/1	3	-	14.5 A	18.1 A	20 A	20A/2P MOTOR RATED SWITCH	NEMA 1	2#12, 1#12G, 3/4"	M01	47,49		
EUH-2	120/1	1.8	-	15.0 A	18.8 A	20 A	20A/2P MOTOR RATED SWITCH	NEMA 1	2#12, 1#12G, 3/4"	M01	50		
EUH-3	120/1	1.8	-	15.0 A	18.8 A	20 A	20A/2P MOTOR RATED SWITCH	NEMA 1	2#12, 1#12G, 3/4"	M01	51		
EUH-4	208/1	3	-	14.5 A	18.1 A	20 A	20A/2P MOTOR RATED SWITCH	NEMA 1	2#12, 1#12G, 3/4"	M01	52,54		
EUH-5	208/1	3	-	14.5 A	18.1 A	20 A	20A/2P MOTOR RATED SWITCH	NEMA 1	2#12, 1#12G, 3/4"	M01	53,55		
EUH-6	208/1	3	-	14.5 A	18.1 A	20 A	20A/2P MOTOR RATED SWITCH	NEMA 1	2#12, 1#12G, 3/4"	M01	56,58		
FC-2A	208/1	7.21	1/4	36.0 A	45.0 A	45 A	60A/2P NF-DISCONNECT	NEMA 1	2#6, 1#10G, 1"	M01	1,3		
FC-2B	208/1	7.21	1/4	36.0 A	45.0 A	45 A	60A/2P NF-DISCONNECT	NEMA 1	2#6, 1#10G, 1"	M01	5,7		
FC-2C	208/1	7.21	1/4	36.0 A	45.0 A	45 A	60A/2P NF-DISCONNECT	NEMA 1	2#6, 1#10G, 1"	M01	9,11		
FC-2D	208/1	7.21	1/4	36.0 A	45.0 A	45 A	60A/2P NF-DISCONNECT	NEMA 1	2#6, 1#10G, 1"	M01	13,15		
FC-2E	208/1	7.21	1/4	36.0 A	45.0 A	45 A	60A/2P NF-DISCONNECT	NEMA 1	2#6, 1#10G, 1"	M01	17,19		
FC-2F	208/1	7.21	1/4	36.0 A	45.0 A	45 A	60A/2P NF-DISCONNECT	NEMA 1	2#6, 1#10G, 1"	M01	21,23		
FC-3A	208/1	7.21	1/4	36.0 A	45.0 A	45 A	60A/2P NF-DISCONNECT	NEMA 1	2#6, 1#10G, 1"	M01	25,27		
FC-3B	208/1	7.21	1/4	36.0 A	45.0 A	45 A	60A/2P NF-DISCONNECT	NEMA 1	2#6, 1#10G, 1"	M01	29,31		
FC-3C	208/1	7.21	1/4	36.0 A	45.0 A	45 A	60A/2P NF-DISCONNECT	NEMA 1	2#6, 1#10G, 1"	M01	33,35		
FC-3D	208/1	7.21	1/4	36.0 A	45.0 A	45 A	60A/2P NF-DISCONNECT	NEMA 1	2#6, 1#10G, 1"	M01	37,39		
FC-4	208/1	-	(20W)	0.1 A	0.1 A	15 A	20A/2P MOTOR RATED SWITCH	NEMA 1	2#12, 1#12G, 3/4"	M01	42,44	FED FROM OUTDOOR UNIT. PROVIDE POWER AND CONTROL WIRING BETWEEN UNITS AS REQUIRED.	
FC-5	208/1	-	(20W)	0.1 A	0.1 A	15 A	20A/2P MOTOR RATED SWITCH	NEMA 1	2#12, 1#12G, 3/4"	M01	46,48	FED FROM OUTDOOR UNIT. PROVIDE POWER AND CONTROL WIRING BETWEEN UNITS AS REQUIRED.	
HP-2A	208/1	-	-	9.6 A	12.0 A	20 A	30A/2P NF-DISCONNECT	NEMA 3R	2#12, 1#12G, 3/4"	M01	2,4		
HP-2B	208/1	-	-	9.6 A	12.0 A	20 A	30A/2P NF-DISCONNECT	NEMA 3R	2#12, 1#12G, 3/4"	M01	6,8		
HP-2C	208/1	-	-	9.6 A	12.0 A	20 A	30A/2P NF-DISCONNECT	NEMA 3R	2#12, 1#12G, 3/4"	M01	10,12		
HP-2D	208/1	-	-	9.6 A	12.0 A	20 A	30A/2P NF-DISCONNECT	NEMA 3R	2#12, 1#12G, 3/4"	M01	14,16		
HP-2E	208/1	-	-	9.6 A	12.0 A	20 A	30A/2P NF-DISCONNECT	NEMA 3R	2#12, 1#12G, 3/4"	M01	18,20		
HP-2F	208/1	-	-	9.6 A	12.0 A	20 A	30A/2P NF-DISCONNECT	NEMA 3R	2#12, 1#12G, 3/4"	M01	22,24		
HP-3A	208/1	-	-	11.2 A	14.0 A	25 A	30A/2P NF-DISCONNECT	NEMA 3R	2#10, 1#10G, 3/4"	M01	26,28		
HP-3B	208/1	-	-	11.2 A	14.0 A	25 A	30A/2P NF-DISCONNECT	NEMA 3R	2#10, 1#10G, 3/4"	M01	30,32		
HP-3C	208/1	-	-	11.2 A	14.0 A	25 A	30A/2P NF-DISCONNECT	NEMA 3R	2#10, 1#10G, 3/4"	M01	34,36		
HP-3D	208/1	-	-	11.2 A	14.0 A	25 A	30A/2P NF-DISCONNECT	NEMA 3R	2#10, 1#10G, 3/4"	M01	38,40		
HP-4	208/1	-	(40W)	6.1 A	7.7 A	15 A	30A/2P NF-DISCONNECT	NEMA 3R	2#12, 1#12G, 3/4"	M01	42,44		
HP-5	208/1	-	(40W)	6.1 A	7.7 A	15 A	30A/2P NF-DISCONNECT	NEMA 3R	2#12, 1#12G, 3/4"	M01	46,48		
PLUMBING													
P-1	120/1	-	1/40	0.5 A	0.7 A	15 A	PLUG DISCONNECT	--	2#12, 1#12G, 3/4"	M01	57	PROVIDE GFCI DUPLEX FOR UNIT. COORDINATE MOUNTING HEIGHT WITH PLUMBING.	
SP-1	120/1	-	4/10	8.5 A	10.6 A	20 A	INTEGRAL TO UNIT	--	2#12, 1#12G, 3/4"	M01	59	PROVIDE GFCI DUPLEX FOR UNIT. COORDINATE MOUNTING HEIGHT WITH PLUMBING.	
SP-2	120/1	-	4/10	8.5 A	10.6 A	20 A	INTEGRAL TO UNIT	--	2#12, 1#12G, 3/4"	M01	61	PROVIDE GFCI DUPLEX FOR UNIT. COORDINATE MOUNTING HEIGHT WITH PLUMBING.	
WHTR-2	208/1	4.5	-	21.6 A	27.0 A	30 A	30A/2P NF-DISCONNECT	NEMA 1	2#10, 1#10G, 3/4"	M01	60,62		
RESIDENTIAL UNITS													
EF-1	120/1	-	(20W)	0.7 A	0.8 A	20 A	INTEGRAL TO UNIT	-	2#12, 1#12G, 3/4"			REFER TO UNIT PANEL SCHEDULES FOR CIRCUITING REFER TO UNIT PANEL SCHEDULES FOR CIRCUITING REFER TO UNIT PANEL SCHEDULES FOR CIRCUITING REFER TO UNIT PANEL SCHEDULES FOR CIRCUITING	
FC-1	208/1	7.51	1/3	37.9 A	47.4 A	60 A	INTEGRAL TO UNIT	-	2#4, 1#10G, 1"		9,11		
HP-1	208/1	-	-	9.8 A	12.3 A	20 A	30A/2P NF-DISCONNECT	NEMA 3R	2#12, 1#12G, 3/4"				
WHTR-1	208/1	4.5	-	21.6 A	27.0 A	30 A	30A/2P NF-DISCONNECT	NEMA 1	2#10, 1#10G, 3/4"		5,7		



1 ELECTRICAL RISER DIAGRAM

N.T.S

ELECTRICAL ONE-LINE DIAGRAM GENERAL NOTES

1. REFERENCE ELECTRICAL PLANS FOR CONDUIT APPROXIMATE LOCATIONS.
2. CIRCUIT BREAKERS 800-AMP AND ABOVE SHALL BE 100% RATED. CIRCUIT BREAKERS BELOW 800-AMP SHALL BE AT LEAST 80% RATED.
3. FAULT CURRENT ANALYSIS STUDY POINT TO POINT METHOD.
4. TRANSFORMER PRIMARY AND SECONDARY CONDUIT INSTALLATION TO COMPLY WITH XCEL ENERGY INSTALLATION STANDARDS.
5. PER SPECIFICATION 26 05 09 ARC FLASH LABELING, ALL POWER SYSTEM STUDIES SHALL BE SUBMITTED AND REVIEWED PRIOR TO THE RELEASE OF THE POWER SYSTEM DESIGN EQUIPMENT. THE STUDY SHALL BE PERFORMED TO DETERMINE THE ACTUAL AVAILABLE FAULT CURRENT PROVIDED BY THE UTILITY. WHEN FEEDER LENGTHS ARE NOT KNOWN THE STUDY SHALL UTILIZE WORST CASE VALUES OF SHORT CIRCUIT LINE HORIZONTAL DISTANCE. THE STUDY SHALL BE PROVIDED. THE CONTRACTOR IS RESPONSIBLE TO INCORPORATE THE TIME REQUIRED FOR THE PRODUCTION OF THE STUDY AND 2 WEEKS FOR REVIEW OF THE STUDY IN THE PROJECT SCHEDULE.

KEYED ELECTRICAL RISER NOTES:

1. MODULAR METER CATER, SIEMENS OR APPROVED EQUAL. 120/208V, 3Ø, 4W, RATED FOR 80K AIC, 600A MAIN FUSED SWITCH, CLASS T JELIN 800A CURRENT LIMITING. ALL METERING EQUIPMENT SHALL COMPLY WITH XCEL ENERGY REQUIREMENTS.
2. PROVIDE 2000A SECONDARY CONNECTION CABINET (SCC) ON COMBINED CONCRETE PAD. PROVIDE CONCRETE CABLE TRAY BOX BELOW PAD FROM TRANSFORMER TO SCC. REFER TO XCEL ENERGY DETAILS AND REQUIREMENTS.
3. PROVIDE 800A NEMA 3R CT CABINET AND CORRESPONDING METER FOR HOUSE SERVICE. COORDINATE WITH XCEL ENERGY REQUIREMENTS FOR SIZING, INSTALLATION, AND GROUNDING REQUIREMENTS.
4. METER SOCKETS FOR UNITS, 252A, 1Ø FRAME WITH 150A/2P CIRCUIT BREAKERS. METER SOCKETS TO COMPLY WITH XCEL ENERGY REQUIREMENTS.
5. SHORT CIRCUIT RATINGS AND SPD TYPICAL FOR ALL RESIDENTIAL UNIT LOAD CENTER PANELS.

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Revisions to the drawing set

[illegible]

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Sheet Name:
ELECTRICAL RISER DIAGRAM

E7.1

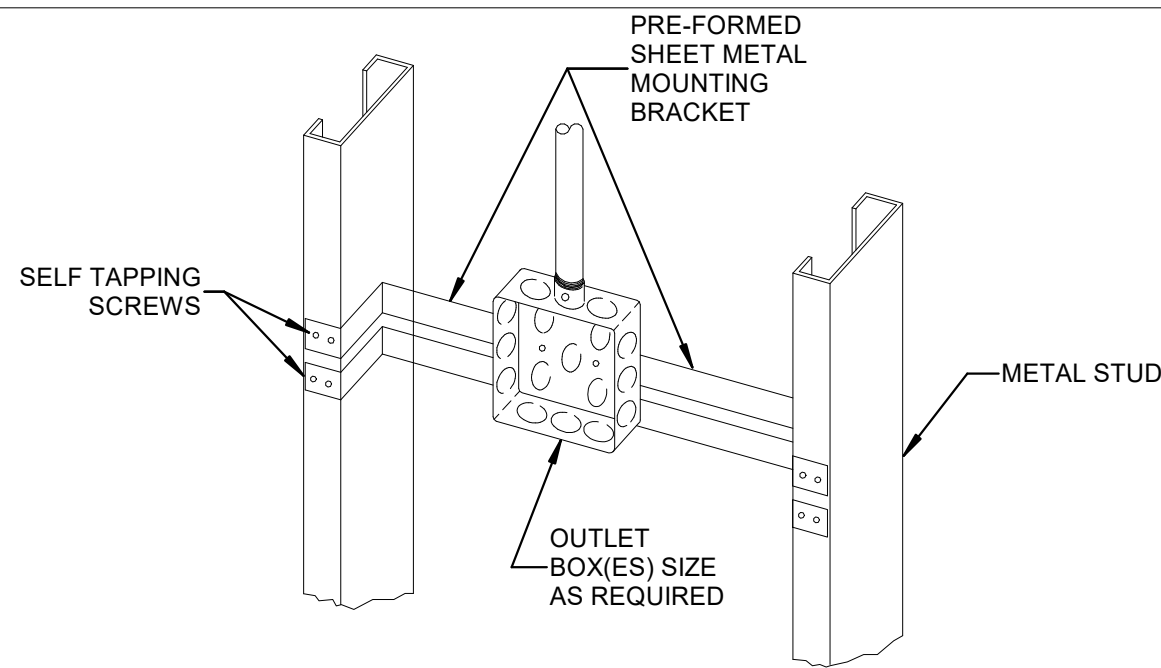
Branch Panel: G01													
Location: DP01			Equipment Ground: Yes				Volts: 120/208 WYE				Bus Rating: 100 A		
Mounting: SURFACE			Isolated Ground: No				Phases: 3				Main Type: MCB		
Enclosure: NEMA 3R			Feed Thru Lugs: No				Wires: 4				Main Rating: 100 A		
			200% Neutral: No				A.I.C. Rating: 10KAIC						
			Service Entrance Rated: Yes				Fully Rated: Yes						
			Surge Protective Device: No										
CKT	Breaker Notes	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	Breaker Notes	CKT	
1		RCPT - GARAGE DOOR 1B	15 A	1	600	600				RCPT - GARAGE DOOR 2B		2	
3		RCPT - GARAGE DOOR 3B	15 A	1		600	600			RCPT - GARAGE DOOR 4B		4	
5		RCPT - GARAGE DOOR 5B	15 A	1			600	600		RCPT - GARAGE DOOR 6B		6	
7		RCPT - GARAGE DOOR 7B	15 A	1	600	600				RCPT - GARAGE DOOR 8B		8	
9		RCPT - GARAGE DOOR 9B	15 A	1		600	600			RCPT - GARAGE DOOR 10B		10	
11		RCPT - GARAGE DOOR 11B	15 A	1			600	600		RCPT - GARAGE DOOR 12B		12	
13		RCPT - GARAGE DOOR 13B	15 A	1	600	93				LTG - MAINTENANCE GARAGE		14	
15		RCPT - MAINT. GARAGE 13B	20 A	1		360	360			RCPT - MAINT. GARAGE 13B		16	
17		SPARE	20 A	1				0	354	LTG - GARAGE SITE		18	
19		SPARE	20 A	1	0	0				SPARE		20	
21		SPARE	20 A	1		0	0			SPARE		22	
23		SPARE	20 A	1			0	0	1	SPARE		24	
25					2400	0		--	--	SPACE	--	26	
27		PANEL G02				2400	0	--	--	SPACE	--	28	
29							2400	0	--	SPACE	--	30	
Total Load:			5493.0 VA			5520.0 VA			5154.0 VA				
Total Amps:			46 A			46 A			43 A				
Legend:													
Load Classification			Connected Load		Demand Factor		Estimated Demand		Panel Totals				
LIGHTING - NEC 220.42			447.0 VA		100.00%		447.0 VA		Total Conn. Load: 16167.0 VA				
RECEPTACLE - NEC 220.44			720.0 VA		100.00%		720.0 VA		Total Est. Demand: 16317.0 VA				
MOTOR - NEC 440.22			15000.0 VA		101.00%		15150.0 VA		Total Conn.: 45 A				
									Total Est. Demand: 45 A				
									Non-Coincidental... 0 A				
									Total Est. Demand - NC: 45 A				
Notes:													

Branch Panel: G02														
Location:			Equipment Ground: Yes				Volts: 120/208 WYE				Bus Rating: 100 A			
Supply From: G01			Isolated Ground: No				Phases: 3				Main Type: MCB			
Mounting: SURFACE			Feed Thru Lugs: No				Wires: 4				Main Rating: 50 A			
Enclosure: NEMA 3R			200% Neutral: No				A.I.C. Rating: 10KAIC							
			Service Entrance Rated: Yes				Fully Rated: Yes							
			Surge Protective Device: No											
CKT	Breaker Notes	Circuit Description	Trip	Poles	A		B	C		Poles	Trip	Circuit Description	Breaker Notes	CKT
1		RCPT - GARAGE DOOR 1A	15 A	1	600	600				1	15 A	RCPT - GARAGE DOOR 2A		2
3		RCPT - GARAGE DOOR 3A	15 A	1			600	600		1	15 A	RCPT - GARAGE DOOR 4A		4
5		RCPT - GARAGE DOOR 5A	15 A	1				600	600	1	15 A	RCPT - GARAGE DOOR 6A		6
7		RCPT - GARAGE DOOR 7A	15 A	1	600	600				1	15 A	RCPT - GARAGE DOOR 8A		8
9		RCPT - GARAGE DOOR 9A	15 A	1			600	600		1	15 A	RCPT - GARAGE DOOR 10A		10
11		RCPT - GARAGE DOOR 11A	15 A	1				600	600	1	15 A	RCPT - GARAGE DOOR 12A		12
13		SPARE	20 A	1	0	0				1	20 A	SPARE		14
15		SPARE	20 A	1			0	0		1	20 A	SPARE		16
17		SPARE	20 A	1				0	0	1	20 A	SPARE		18
19		SPARE	20 A	1	0	0				1	20 A	SPARE		20
21	--	SPACE	--	--			0	0		--	--	SPACE	--	22
23	--	SPACE	--	--				0	0	--	--	SPACE	--	24
25	--	SPACE	--	--	0	0				--	--	SPACE	--	26
27	--	SPACE	--	--			0	0		--	--	SPACE	--	28
29	--	SPACE	--	--				0	0	--	--	SPACE	--	30
Total Load:			2400.0 VA		2400.0 VA		2400.0 VA							
Total Amps:			20 A		20 A		20 A							
Legend:														
Load Classification			Connected Load		Demand Factor		Estimated Demand		Panel Totals					
MOTOR - NEC 440.22			7200.0 VA		102.08%		7350.0 VA		Total Conn. Load: 7200.0 VA					
									Total Est. Demand: 7350.0 VA					
									Total Conn.: 20 A					
									Total Est. Demand: 20 A					
									Non-Coincidental... 0 A					
									Total Est. Demand - NC: 20 A					
Notes:														

Distribution Panel: DP01											
Location: Supply From: TRANSFORMER B Mounting: SURFACE Enclosure: NEMA 3R			Equipment Ground: Yes Isolated Ground: No Feed Thru Lugs: No 200% Neutral: No Service Entrance Rated: Yes Surge Protective Device: Yes			Volts: 120/208 WYE Phases: 3 Wires: 4 A.I.C. Rating: 42KAIC Fully Rated: Yes			Bus Rating: 800 A Main Type: MCB Main Rating: 800 A		
Notes:											
CKT	Circuit Description			# of Poles	Frame Size	Trip Rating	Load	Remarks			
1	PANEL G01			3	100 A	100 A	16167 VA				
2	PANEL L01			3	400 A	400 A	112311.5 VA				
3	PANEL M01			3	400 A	400 A	125675.2 VA				
4	SPARE			3	--	200 A	0 VA				
5	SPARE			3	--	100 A	0 VA				
6	SPACE			--	--	--	0 VA	--			
7	SPACE			--	--	--	0 VA	--			
8	SPD/TVSS			3	--	30 A	0 VA				
Total Conn. Load:							254153.7 VA				
Total Amps:							705 A				
Legend:											
Load Classification				Connected Load	Demand Factor	Estimated Demand	Panel Totals				
HVAC - NEC 220.18(A)				103259.5 VA	100.00%	103259.5 VA	Total Conn. Load: 254153.7 VA				
HEATING - NEC 220.51				15664.0 VA	125.00%	19580.0 VA	Total Est. Demand: 247055.5 VA				
KITCHEN EQUIPMENT - NEC 220.56				3600.0 VA	90.00%	3240.0 VA	Total Conn.: 705 A				
LIGHTING - NEC 220.42				14908.5 VA	100.00%	14908.5 VA	Total Est. Demand: 686 A				
Other				7150.0 VA	125.00%	8937.5 VA	Non-Coincidental... 0 A				
RECEPTACLE - NEC 220.44				29700.0 VA	66.84%	19850.0 VA	Total Est. Demand - NC: 361 A				
MOTOR - NEC 440.22				19391.7 VA	102.23%	19824.0 VA					
ELEVATOR - NEC 620.14				60480.0 VA	95.00%	57456.0 VA					
Notes:											

Meter Center: MCB1		Load Analysis			
Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
DWELLING UNIT - NEC 220.84	366804.0 VA	43.00%	157725.7 VA	Total Conn. Load:	366804.0 VA
				Total Est. Demand:	157725.7 VA
				Total Conn.:	1018 A
				Total Est. Demand:	438 A
				Non-Coincidental	
				Total Est. Demand - NC:	
Notes:					
Lighting Per: NEC Tables 220.12 & 220.42					
Receptacles Per: NEC Table 220.44					
Motors Per: NEC Article 430.24					
Kitchen Equipment Per: NEC Table 220.56					
Elevators Per: NEC Table 620.14					
Dwelling Unit Per: NEC Table 220.84					

Meter Center: MCB2		Load Analysis			
Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
DWELLING UNIT - NEC 220.84	477789.0 VA	41.00%	195893.5 VA		
				Total Conn. Load:	477789.0 VA
				Total Est. Demand:	195893.5 VA
				Total Conn.:	1326 A
				Total Est. Demand:	544 A
				Non-Coincidental	
				Total Est. Demand - NC:	
Notes:					
Lighting Per: NEC Tables 220.12 & 220.42					
Receptacles Per: NEC Table 220.44					
Motors Per: NEC Article 430.24					
Kitchen Equipment Per: NEC Table 220.56					
Elevators Per: NEC Table 620.14					
Dwelling Unit Per: NEC Table 220.84					

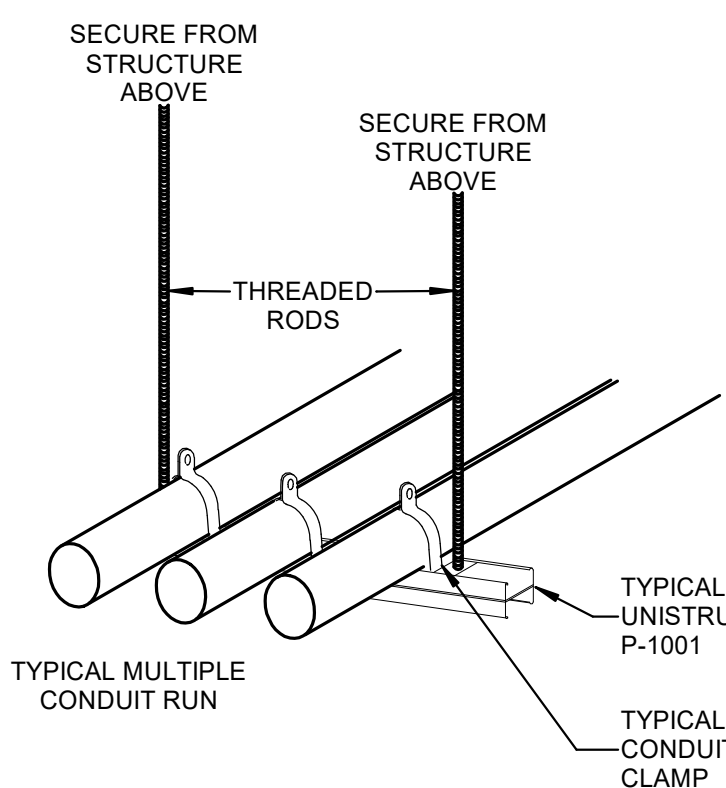


GENERAL NOTES (BOX MOUNTING DETAIL ONLY)

- CONDUITS SHALL BE SUPPORTED PER NEC 358.30(A).
- THIS DETAIL TO BE USED FOR OUTLET AND DEVICE BOX INSTALLATIONS NOT INCLUDED IN OTHER DETAILS. IF DEPTH OF BOX EXCEEDS 2'-12", PROVIDE SUPPORT BRACKET SIMILAR TO AND EQUAL IN STRENGTH TO THE ONE SPECIFIED.

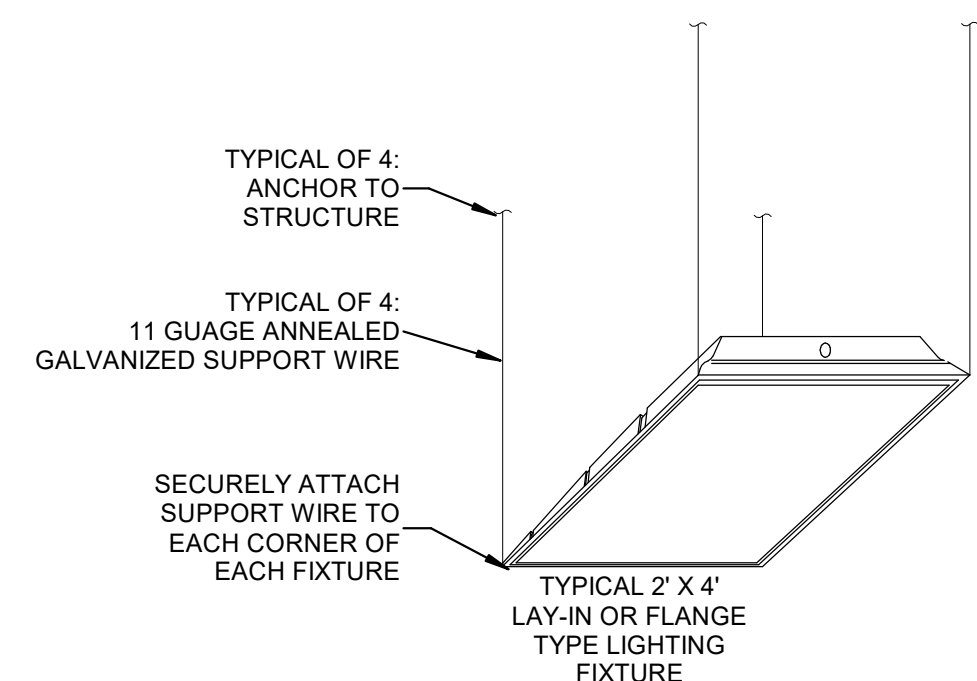
7 DETAIL - DEVICES - SINGLE BOX MOUNTING

NOT-TO-SCALE



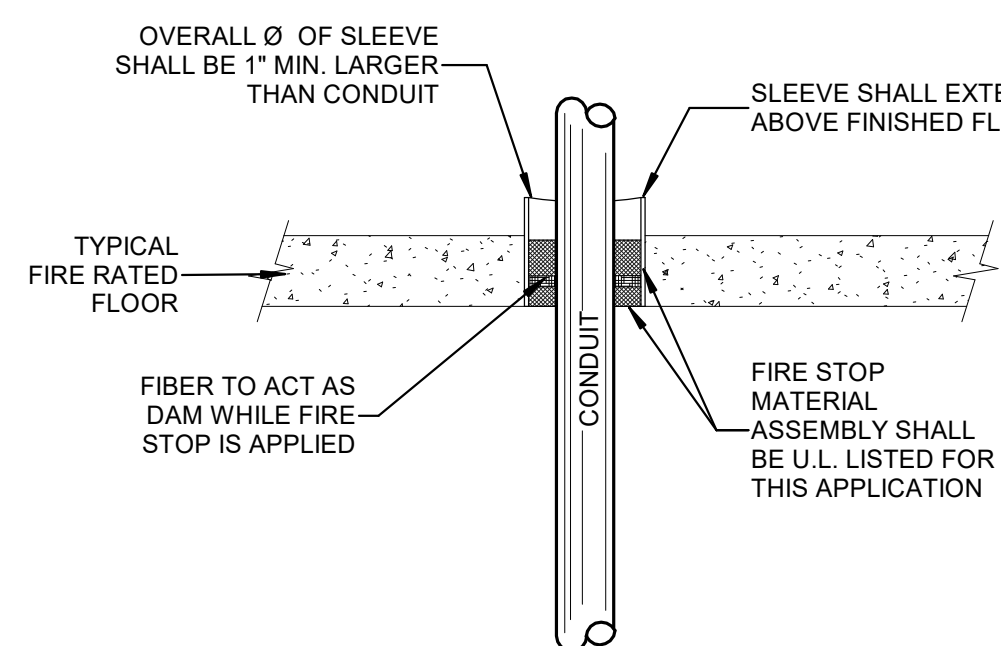
12 DETAIL - CONDUIT - TRAPEZE SUPPORTS

Not-To-Scale



13 DETAIL - LIGHTING - FIXTURE SUPPORT

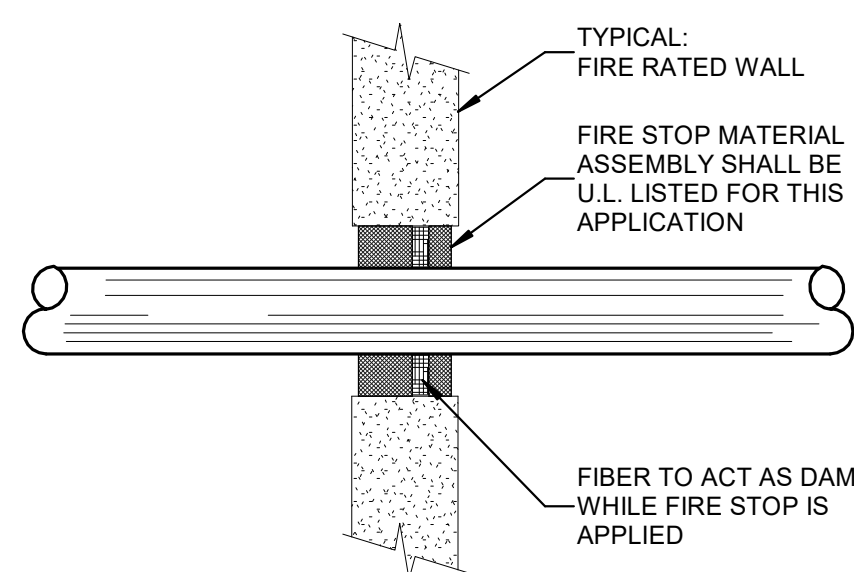
Not-To-Scale



NOTE:
FIRE RATING OF COMPLETED FIREPROOFED ASSEMBLY SHALL EQUAL OR EXCEED THE FIRE RATING OF THE FLOOR.

11 DETAIL - CONDUIT - VERTICAL FIRE RATED PENETRATION

Not-To-Scale

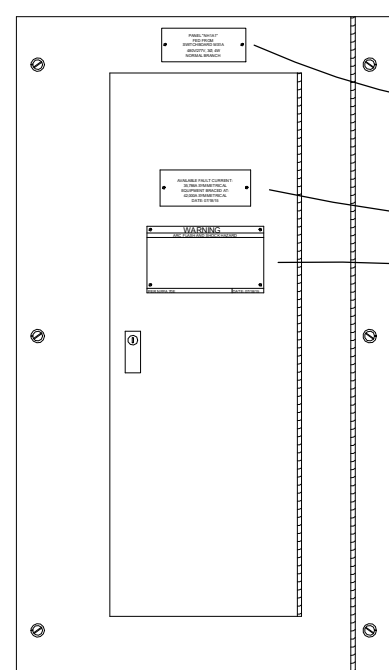


NOTE:
FIRE RATING OF COMPLETED FIREPROOFED ASSEMBLY SHALL EQUAL OR EXCEED THE FIRE RATING OF THE WALL.

10 DETAIL - CONDUIT - HORIZONTAL FIRE RATED PENETRATION

Not-To-Scale

- LABELS TO BE PROVIDED:**
- PHENOLIC TAG INDICATING PANEL NAME, SOURCE PANEL, VOLTAGE/PHASE, AND ELECTRICAL BRANCH OF THE ELECTRICAL SYSTEM.
 - PHENOLIC TAG INDICATING AVAILABLE FAULT CURRENT AT PANEL, EQUIPMENT BRACING RATING, AND DATE SHORT CIRCUIT CALCULATION PERFORMED.
 - PHENOLIC TAG OR STICKER PROVIDING ARC FLASH HAZARD INFORMATION, INCLUDING FLASH HAZARD BOUNDARY, INCIDENT ENERGY AT INDICATED DISTANCE, ACTUAL PPE REQUIRED PER NFPA 70E, VOLTAGE OF PANEL TO INDICATE SHOCK HAZARD, AND LIMITED, RESTRICTED, AND PROHIBITED APPROACH DISTANCES PER NFPA 70E.

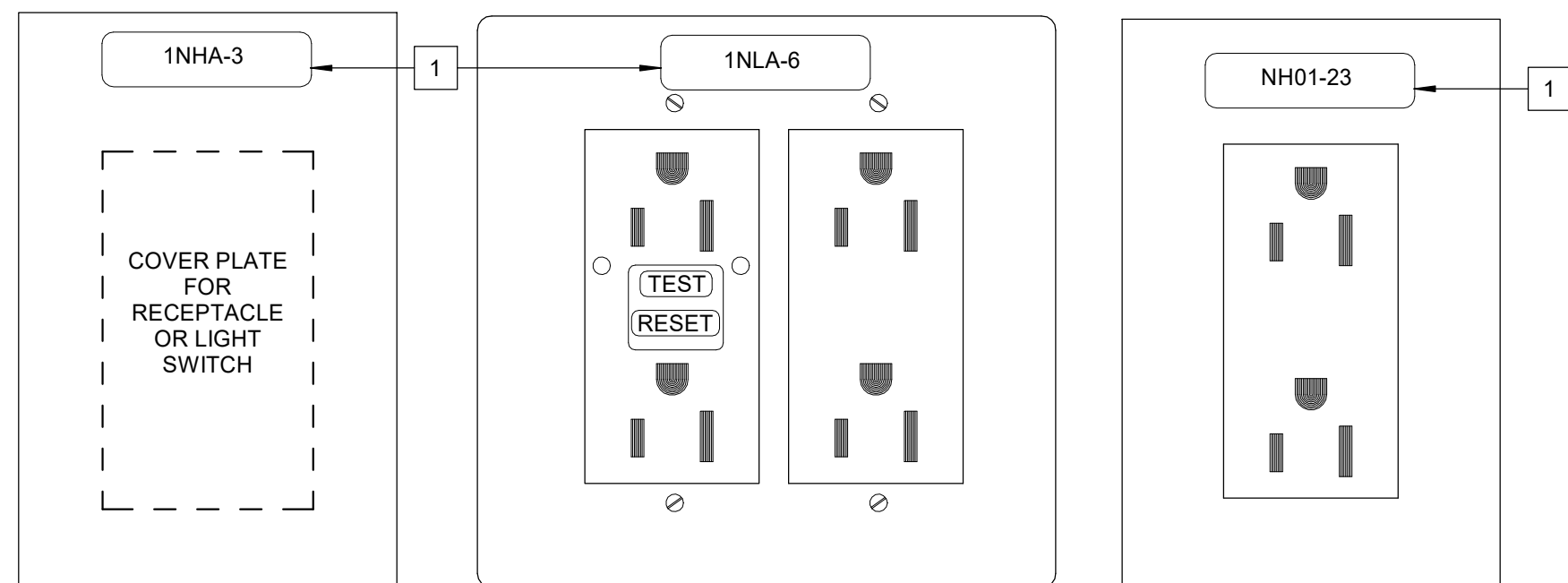


GENERAL NOTES:

- ARC FLASH HAZARD INFORMATION AND FAULT CURRENT VALUES SHALL BE DETERMINED BY MANUFACTURER'S ARC FLASH STUDY, SHORT CIRCUIT ANALYSIS, AND COORDINATION STUDY.
- IF ARC FLASH STUDY DETERMINED THAT THE INCIDENT ENERGY AT THE EQUIPMENT IS ≥ 40 CAL/CM², THE ARC FLASH STICKER OR PHENOLIC TAG SHALL BE PROVIDED WITH A RED BACKGROUND AND HAVE THE WORD "DANGER" INCLUDED ON THE TAG.
- REFER TO SPECIFICATIONS FOR BACKGROUND AND TEXT COLORS, FONT SIZE, AND ANY ADDITIONAL INFORMATION.
- DISTRIBUTION EQUIPMENT SHALL BE LABELED IN ACCORDANCE WITH THE 2017 NEC SECTIONS 110.16 AND 110.24.

5 DETAIL - EQUIPMENT - ELECTRICAL EQUIPMENT LABELING

N.T.S.



KEYED NOTES:

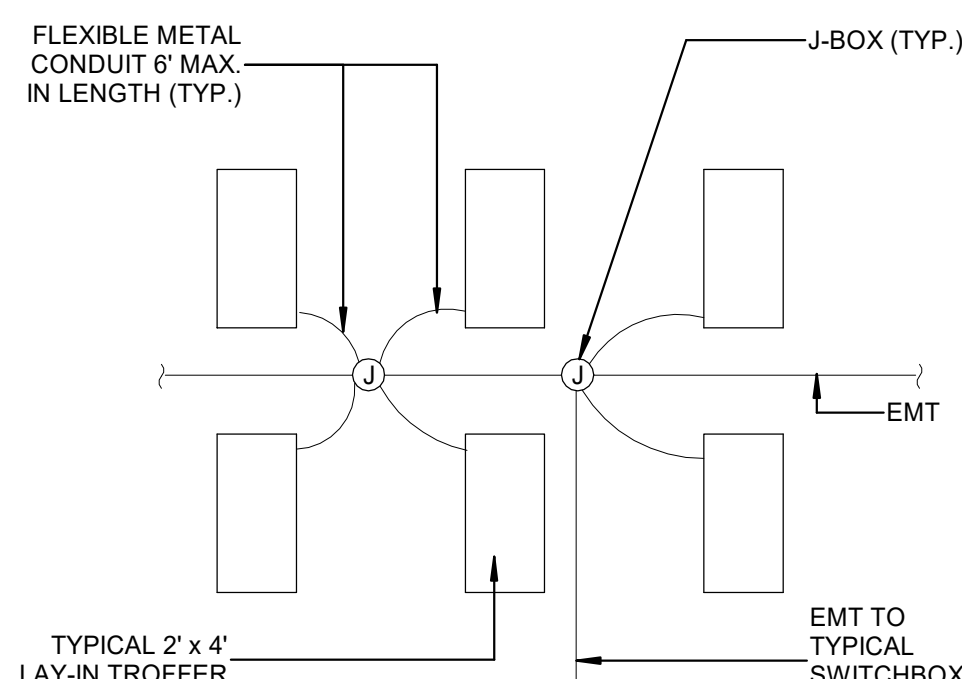
- PROVIDE LABELS FOR LIGHT SWITCH AND RECEPTACLE COVER PLATES INDICATING THE PANELBOARD AND THE SUPPLY BRANCH CIRCUIT NUMBER. ALL LABELS SHALL BE TYPED. TEXT SHALL BE THERMAL SET, 12 OR 14 POINT PLAIN OR BLOCK STYLE FONT. ALL ENGRAVED INFORMATION SHALL HAVE A BLACK FINISH.

ADDITIONAL DEVICES TO BE LABELED:

- (RE: KEYED NOTE 1)
PROVIDE LABELS FOR THE FOLLOWING ADDITIONAL DEVICES:
- TOGGLE TYPE LOAD DISCONNECT SWITCHES FOR DIRECT CONNECTED LOADS.
 - OUTLET BOXES FOR DIRECT CONNECTED LOADS
 - OUTLET BOXES FOR DIRECT CONNECT LOADS WHICH DO NOT REQUIRE LOCAL DISCONNECTS.

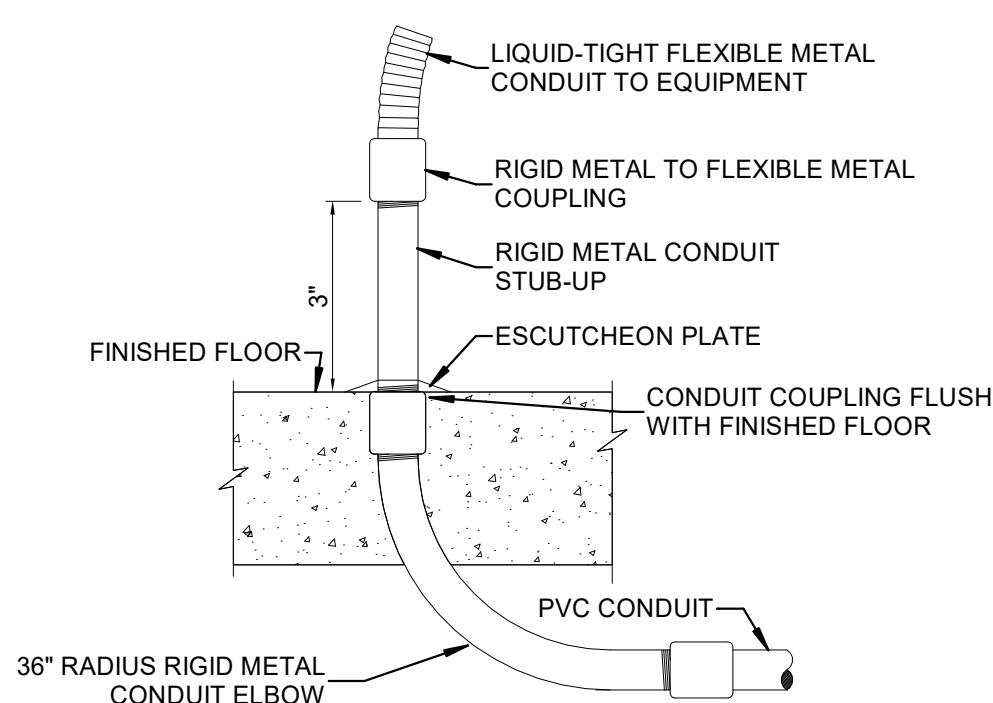
6 DETAIL - DEVICES - ELECTRICAL DEVICE IDENTIFICATION

Not-To-Scale



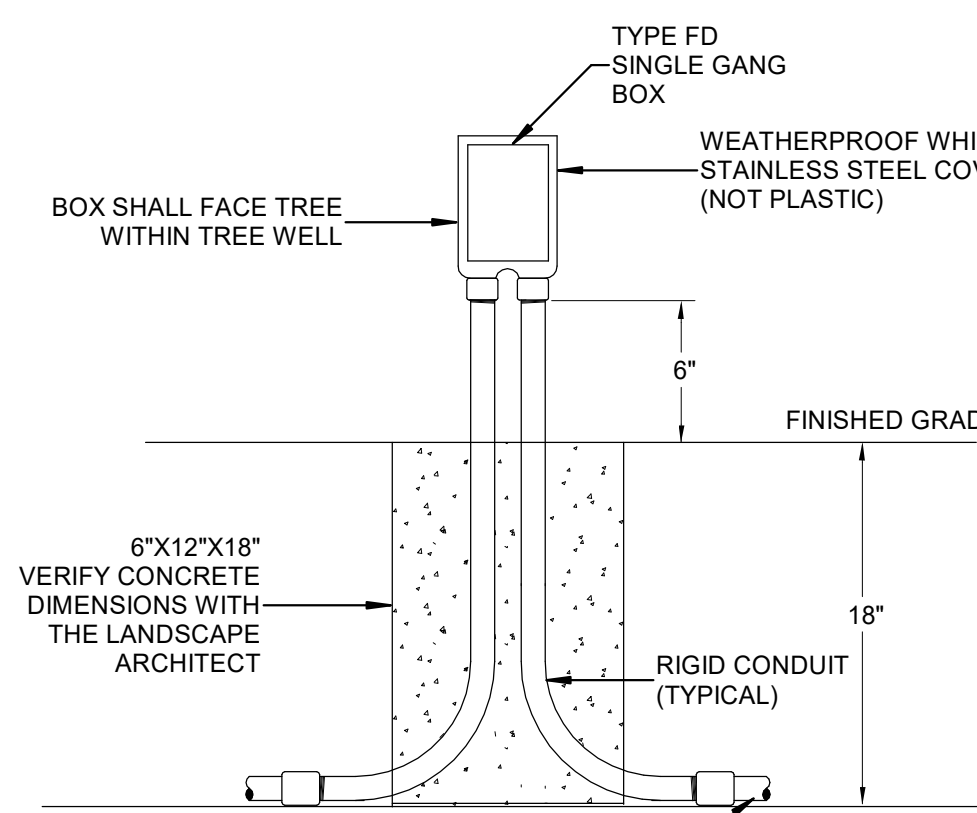
14 DETAIL - LIGHTING - JBOX AND FIXTURE WHIP

Not-To-Scale



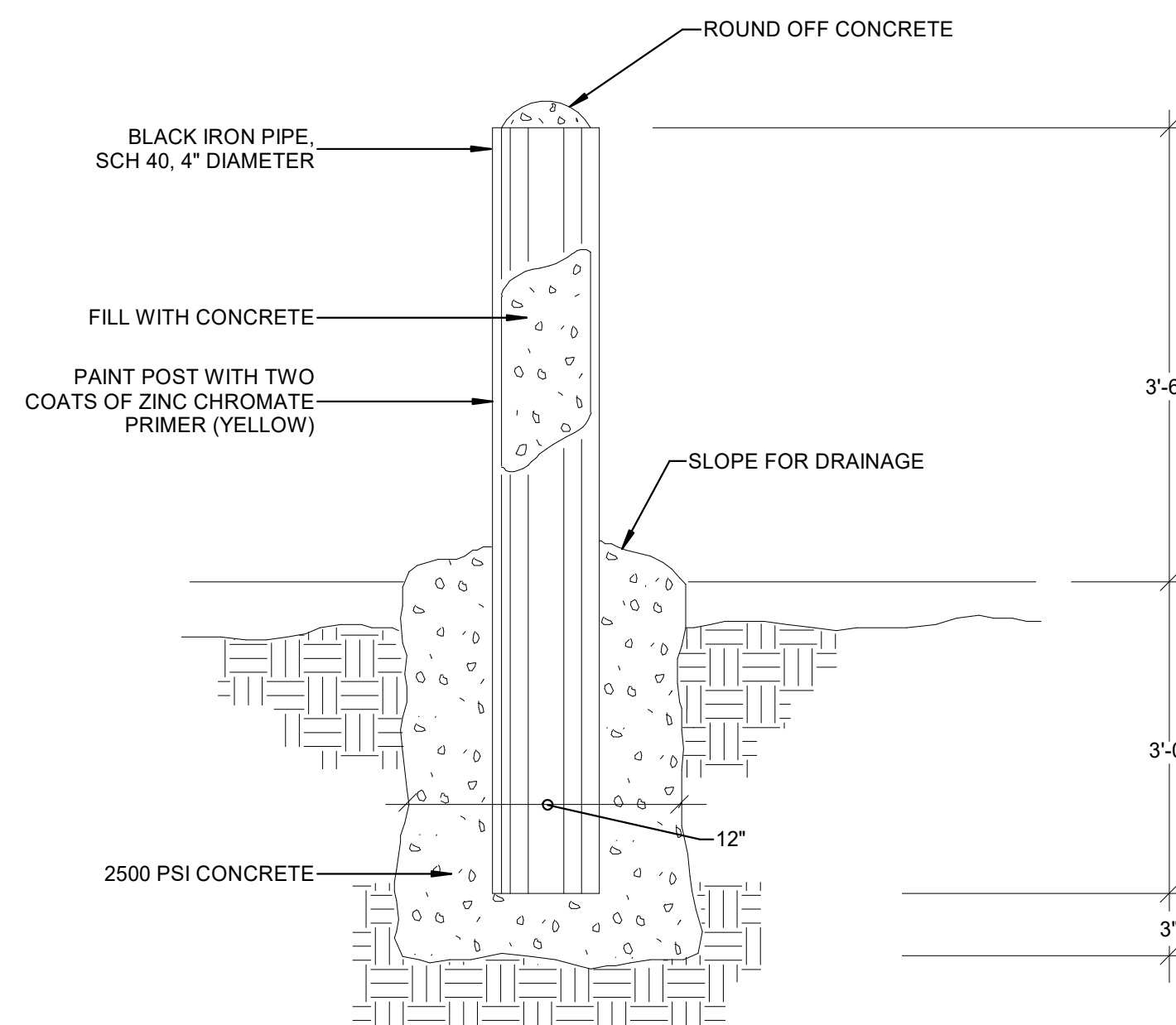
9 DETAIL - CONDUIT - EQUIPMENT STUB-UP

NOT-TO-SCALE



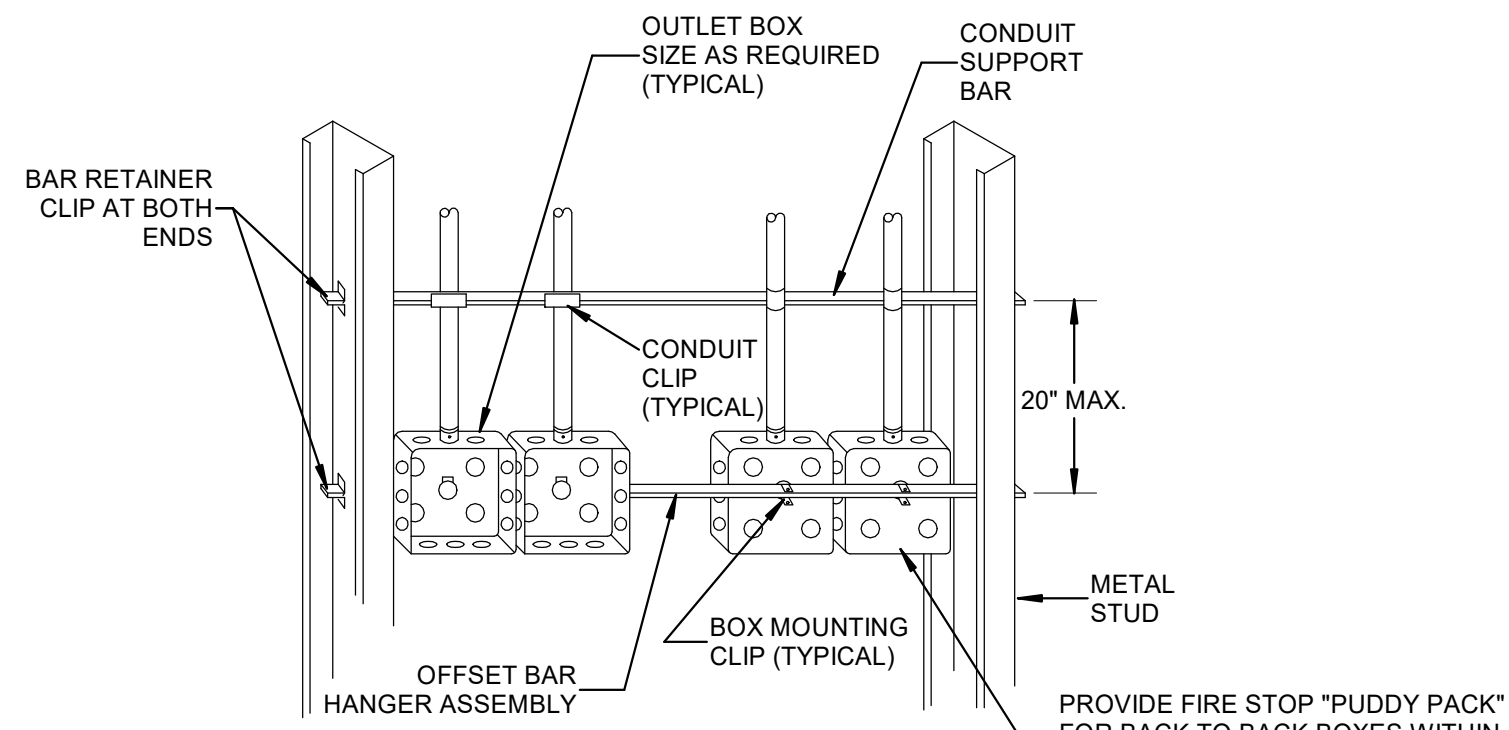
4 DETAIL - EXTERIOR - TREE RECEPTACLE

1/8" = 1'-0"



1 DETAIL - EXTERIOR - PIPE BOLLARD

1/8" = 1'-0"

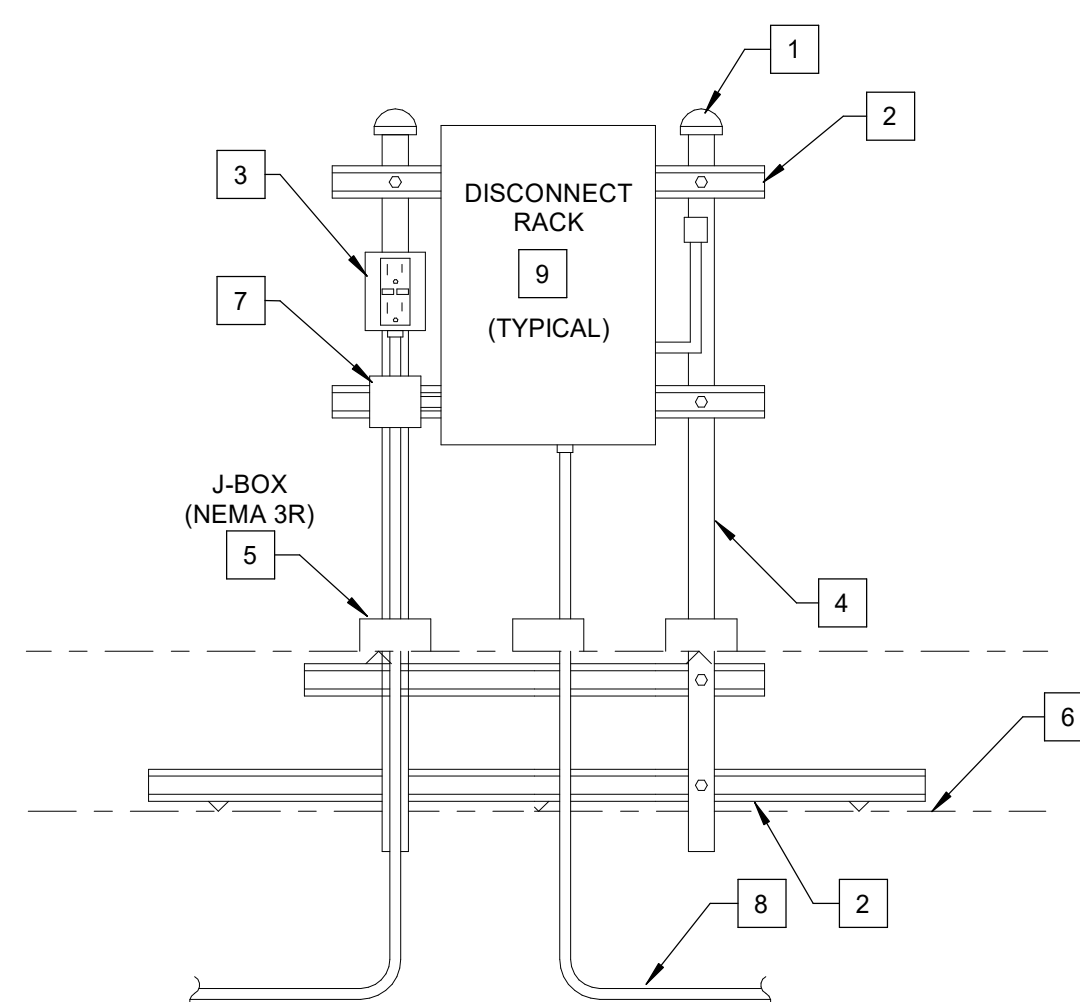


GENERAL NOTES (BOX MOUNTING DETAIL ONLY)

- CONDUITS SHALL BE SUPPORTED PER NEC 358.30(A).
- THIS DETAIL TO BE USED ONLY WHERE SWITCHES, RECEPTACLES OR OUTLETS ARE SHOWN IN THE SAME LOCATION ON BOTH SIDES OF A WALL OR PARTITION. DO NOT USE WHERE SWITCHES, RECEPTACLES OR OUTLETS ARE SHOWN ONLY ON ONE SIDE OF A WALL OR PARTITION.

8 DETAIL - DEVICES - MULTIPLE BOX MOUNTING

Not-To-Scale



GENERAL NOTES (THIS DETAIL ONLY)

- EQUIPMENT SHALL HAVE SEPARATE DISCONNECTING MEANS.

KEYNOTES (THIS DETAIL ONLY)

- TWO(2) GALVANIZED PIPE CAPS.
- 1-1/4" X 1-1/4" GALVANIZED STEEL CHANNEL (TYPICAL).
- ONE(1) W/P J-BOX WITH A 20-AMP GFI RECEPTACLE PROVIDE A "WHILE IN USE" COVER.
- 2" GALVANIZED RIGID CONDUIT.
- THREE PITCH PAN SIZED ACCORDINGLY FOR ROOFING CONTRACTOR TO INSTALL.
- SECURE DISCONNECT RACK THROUGH ROOF.
- WEATHERPROOF J-BOX FOR SPLICING INCOMING #10 AWG CONDUCTORS.
- CONDUIT FOR EQUIPMENT AS IDENTIFIED ON EQUIPMENT CONNECTION SCHEDULE
- DISCONNECT SWITCHES AS REQUIRED AND SHOWN ON EQUIPMENT CONNECTION SCHEDULE.

3 TYPICAL ROOF MOUNTED DISCONNECT WITH GFCI RECEPTACLE DETAIL

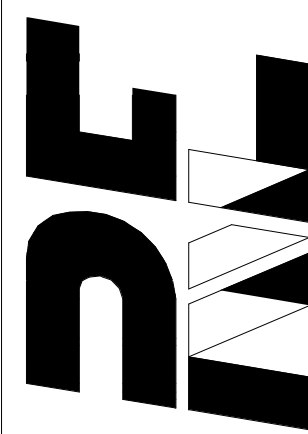
NOT-TO-SCALE



LEGACY SENIOR APARTMENTS
WEST 63rd AVENUE & BENTON STREET
ARVADA, COLORADO 80003



ROBERT W. ENGEL AND
ASSOCIATES, ARCHITECTS
2443 South 156th Circle
Omaha, NE 68130-2512
(402) 330-8287 Fax: (402) 330-8331
email: RWEEArchitects@RWEEArchitects.com



Issue Date: JANUARY 11, 2021

Revisions to the drawing set

No.	Date	Description
-----	------	-------------

Project Number: 111-20-03

Drawn by: CNW

Checked by: CNW

Sheet Name:
ELECTRICAL DETAILS

E9.2

OWNER CERTIFICATION

I hereby certify that I am the General Partner of Record for the Legacy Senior Residences in Arvada, Colorado .

To the best of my knowledge and belief, after reasonable investigation, I hereby certify that the above named building and site complies fully with all presently applicable subdivision regulations, zoning ordinances, wetland laws and building codes.

I further certify that the Project, when so completed, will entitle Legacy-Arvada Partners, LP, to full use and occupancy of the Project for the purpose for which is intended and to the issuance of all certificates authorizing occupancy for the Project as are issued by governmental agencies having jurisdiction over completion of improvements and readiness for the use and occupancy in Arvada, Colorado.

I certify the above information to be correct to the best of my knowledge:

Legacy-Arvada Partners, LP
A Colorado limited partnership

By: Leg Arvada, LLC
A Colorado limited liability company



Bobbi Jo Lucas, President
Cornerstone Housing Group, LLC
Sole Member of the General Partner

Dated: 11.2.23

ARCHITECT CERTIFICATION

I hereby certify that I am the Architect of Record for the Legacy Senior Residences in Arvada, Colorado .

To the best of my knowledge and belief, after reasonable investigation, I hereby certify that the above named building complies fully with all presently applicable building codes. I further certify that the Project, when so completed, will entitle the owner, Legacy-Arvada Partners, LP, to full use and occupancy of the Project for the purpose for which is intended and to the issuance of all certificates authorizing occupancy for the Project as are issued by governmental agencies having jurisdiction over completion of improvements and readiness for the use and occupancy in Arvada, Colorado.

As Architect of Record, I further certify that:

- A. The plans and specifications are in accordance with all reasonable known and applicable governmental requirements including, but not limited to, The Fair Housing Act, The Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and State and local laws dealing with handicap provisions;
- B. All permits necessary for the construction of the Project have been issued or are expected to be issued in the ordinary course;

I certify the above information to be correct to the best of my knowledge:

ARCHITECT: Robert W. Engel & Associates Architects Inc.

By: Robert W. Engel, AIA, PRESIDENT OF FIRM.
Name:
Dated: November 3, 2023

Housing Authority of the City of Arvada
Agreement to Enter Into Housing Assistance Payment Contract
HUD 52531A

Exhibit C- Description of Housing

Legacy Senior Residences

Project Site: 5430 W 64th Ave, Arvada, CO 80003

Total Number of Units in Project Covered by this Agreement: 8 units

Location of Contract Units on Site: The vouchers will be placed in seven (8) units as listed below. The unit locations will be finalized prior to execution of the HAP contract.

Unit Type	Total Units	AMI Restriction	Square Feet
1 BDRM	4	30%	805
2 BDRM	4	30%	928

Services, Maintenance or Equipment to be Supplied by the Owner Without Charges in Addition to the

Rent to Owner: Services to include tenant counseling, financial education and credit counseling, community garden training, weekly transportation, homeless navigation program, senior community services. Full time maintenance and 24 hour emergency on call maintenance to be provided. Equipment to include refrigerator, stove/oven, microwave, garbage disposal, dishwasher, washer and dryer, HVAC.

Legacy Senior Residences is committed to providing empowerment services and opportunities for the betterment of our residents. Beacon Management is committed to providing tenant counseling as well as facilitating the following service commitments through local providers to the residents of the Legacy community, all of which are free.

- US Bank has agreed to Financial Education and Credit Counseling once a quarter, at a minimum.
- Beacon Management will provide Tenant Counseling on an as needed basis.
- Denver Urban Gardens will provide community training and low-cost seed and transplants.
- Via Mobility Services will provide scheduled weekly transportation, cost is a voluntary contribution.
- Seniors Resource Center will offer Community Services such as care management, meal preparation, personal care assistance, victim assistance, deep cleaning, and financial assistance. Additionally, adult day and respite services are available.
- The Regional Transportation District (RTD) will offer Access-a-Ride, Access-a-Cab, Senior Event services, and Senior Shopper program.
- The Homeless Navigation Program for residents with Housing Choice Vouchers will assist people

experiencing homelessness with critical necessities and incorporating services needed for long-term stability.

- Onsite monthly health and wellness assessments will be scheduled for residents. Due to the current environment, the care providers previously engaged have experienced many changes and have temporarily suspended such services. The healthcare provider to promote these monthly visits will be named near construction completion.

Utilities Available to the Contract Units, Including a Specification of Utility Services to be Paid by Owner (without charges in addition to rent) and Utility Services to be Paid by the Tenant:

Owner pays-gas, electric, water, sewer, garbage

Tenant pays-NA

Estimated Initial Rent to Owner for the Contract Units:

1 bedroom-\$1275

2 bedroom-\$1567

NOTE: All rents for each project-based unit must be in accordance with 24 CFR 983.303 and may at no time exceed the reasonable rent charged for comparable units in the private unassisted market.

The reasonable rent for each contracted unit shall be determined by Arvada Housing Authority in accordance with HUD requirements and prior to the execution of the HAP.

**Housing Authority of the City of Arvada
Agreement to Enter Into Housing Assistance Payments Contract
HUD 52531A**

Exhibit D-HAP Contract Part 1 (unexecuted) and Part II

Legacy Senior Residences

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART 1 OF HAP CONTRACT

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

Arvada Housing Authority (PHA) and
Cornerstone Housing Group, LLC (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY

THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

EXHIBIT E: Additional requirements and reporting by owner
ADDITIONAL EXHIBITS

d. **Single-Stage and Multi-Stage Contracts (place a check mark in front of the applicable project description).**

☒ **Single-Stage Project**

This is a single-stage project. For all contract units, the effective date of the HAP contract is: _____ .

☐ **Multi-Stage Project**

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed and accepted in stages" (starting on page 10).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP

contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage (see 24 CFR 983.206(c)).

e. Term of the HAP contract

1. Beginning of term

The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets PBV inspection requirements. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

2. Length of initial term

- a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is: 20 years.
- b. The initial term of the HAP contract for any unit may not be less than one year, nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.

- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

f. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant’s security deposit). Any vacancy payment may cover only the period the unit remains vacant.

- c. The PHA may make vacancy payments to the owner only if:
1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

g. Income-mixing requirement

1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not

make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term “project” means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.

2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to elderly families or to families eligible for supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.
6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance (enter the number of contract units in front of the applicable form of assistance):

- ___ Public Housing or Operating Funds;
- ___ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
- ___ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ___ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);

- ___ Rent Supplement Program;
- ___ Rental Assistance Program;
- ___ Flexible Subsidy Program.

The following total number of contract units received a form of HUD assistance listed above: 0. If all of the units in the project received such assistance, you may skip sections g.7 and g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions (enter the number of contract units in front of the applicable type of federal rent restriction):

- ___ Section 236;
- ___ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- ___ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ___ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ___ Flexible Subsidy Program.

The following total number of contract units were subject to a federal rent restriction listed above: 0. If all of the units in the project were subject to a federal rent restriction, you may skip section g.8, below.

8. The following specifies the number of contract units (if any) designated for occupancy by elderly families or by families eligible for supportive services:

- a Place a check mark here ___ if any contract units are designated for occupancy by elderly families; The following number of contract units shall be rented to elderly families:

_____.

- b. Place a check mark here ___ if any contract units are designated for occupancy by families eligible for supportive services. The

following number of contract units shall be rented to families
eligible for supportive services:

_____.

9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

**EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED
AND ACCEPTED IN STAGES**

(For multi-stage projects, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage.)

STAGE NO. 1: The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

STAGE NO. 2: The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

STAGE NO. 3: The Contract is hereby executed for the contract units in this stage.
STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

STAGE NO. __: The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**HOUSING ASSISTANCE PAYMENTS CONTRACT
NEW CONSTRUCTION OR REHABILITATION**

PART 2 OF HAP CONTRACT

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

2. DEFINITIONS

Agreement. Agreement to enter into HAP Contract between the owner and the PHA. The HAP contract was entered into following new construction or rehabilitation of the contract units by the owner pursuant to an Agreement.

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Controlling interest. In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or

(e) Holding more than 50 percent of all general partner interests in a partnership;
or

(f) Having equivalent levels of control in other ownership structures.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Newly constructed housing. Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

PHA-owned units. A unit is "owned by a PHA" if the unit is in a project that is:

(a) Owned by the PHA (which includes a PHA having a "controlling interest" in the entity that owns the unit; see definition above);

(b) Owned by an entity wholly controlled by the PHA; or

(c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA's administrative plan.

Rehabilitated housing. Housing units that exist on the proposal selection date but do not substantially comply with the HQS on that date and are developed pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
 - b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with
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the HUD HQS from the owner.

- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here ☐ if the PHA has elected not to reduce rents below the initial rent to owner.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
 2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
 3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the
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owner on behalf of a family in accordance with the HAP contract.

4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases

described in 24 CFR 983.302(c)(2).

2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.

- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 - 1. Any security deposit;
 - 2. The tenant rent; and
 - 3. Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or

any other public or private source) for rental of the contract unit.

- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.
2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner's standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.
3. Consistent with HUD requirements, and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory admission procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend

selection of such families from the PHA waiting list for occupancy of vacant units.

4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with HUD requirements.
6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance

payment.

5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner

must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.

5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.

- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959–1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).
- c. The owner must comply with HUD’s Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD’s implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD’s satisfaction or as directed by HUD, for enforcement of the PHA’s rights under the HAP contract, HUD may assume

the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - i. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - ii. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the HAP contract.
2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such

disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
 - a. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - b. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;

- c. The creation of a security interest in the HAP contract or the property;
 - d. Foreclosure or other execution on a security interest; or
 - e. A creditor's lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

- 1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
- 2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
- 3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

22. SUBSIDY LAYERING

a. Owner disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

b. Limit of payments

Housing assistance payments under the HAP contract must be no more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

23. OWNER LOBBYING CERTIFICATIONS

a. The owner certifies, to the best of owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

25. NOTICES AND OWNER CERTIFICATIONS

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT EXTENSION

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 years' advance notice.

27. FAMILY'S RIGHT TO REMAIN

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project

if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

28. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

**MOVING TO WORK (MTW) RIDER TO THE HOUSING ASSISTANCE PAYMENT (HAP)
CONTRACT FOR THE SECTION 8 TENANT-BASED ASSISTANCE HOUSING CHOICE VOUCHER
PROGRAM (HCV) AND/OR THE SECTION 8 PROJECT-BASED VOUCHER (PBV) PROGRAM**

Pursuant to the Public Housing Agency's (PHA) participation in the MTW demonstration, the PHA may establish Section 8 HCV or PBV policies or requirements that differ from statutory requirements for both programs contained in the U.S. Housing Act of 1937, the relevant regulatory requirements, and applicable Public and Indian Housing Notices. Where any particular provisions of this HAP Contract differ from or conflict with the MTW activities included in the PHA's approved MTW Supplement to its PHA Plan, the provisions of the MTW Operations Notice and the approved MTW Supplement to the PHA Plan shall supersede any conflicting or differing HAP Contract language. Further, the MTW Activity authorized by the MTW Operations Notice shall govern the PHA's administration of the program notwithstanding a conflicting or differing provision of the HAP Contract. This rider shall be in effect for the term of the HAP Contract or the term of the PHA's participation in the MTW demonstration, whichever ends sooner.

**Housing Authority of the City of Arvada
Housing Assistance Payment Contract
HUD 52530A**

Legacy Senior Residences

Exhibit A

Total number of Units in Project Covered by this HAP Contract; Initial Rent to Owner; and the Number and Description of the Contract Units:

Project Site: 5430 W 64th Ave, Arvada, CO 80003

Total Number of Units in Project Covered by this Agreement: 8 units

Location of Contract Units by Area (size), Initial Rent and Number of Bedrooms and Bathrooms:

The unit locations will be finalized prior to execution of the HAP.

Unit Type	Total Bedrooms	Initial Rent*	Square Feet
1 Bdrm	1		805
2 Bdrm	2		928

***Initial Rents will be set prior to execution of HAP Contract in accordance with HUD regulations.**

**Housing Authority of the City of Arvada
Housing Assistance Payment Contract
HUD 52530A**

Legacy Senior Residences

Exhibit B

Services, Maintenance and Equipment to be Provided by the Owner Without Charges in Addition to

Rent to Owner: Services to include tenant counseling, financial education and credit counseling, community garden training, weekly transportation, homeless navigation program, senior community services. Full time maintenance and 24 hour emergency on call maintenance to be provided. Equipment to include refrigerator, stove/oven, microwave, garbage disposal, dishwasher, washer and dryer, HVAC.

Legacy Senior Residences is committed to providing empowerment services and opportunities for the betterment of our residents. Beacon Management is committed to providing tenant counseling as well as facilitating the following service commitments through local providers to the residents of the Legacy community, all of which are free.

- US Bank has agreed to Financial Education and Credit Counseling once a quarter, at a minimum.
- Beacon Management will provide Tenant Counseling on an as needed basis.
- Denver Urban Gardens will provide community training and low-cost seed and transplants.
- Via Mobility Services will provide scheduled weekly transportation, cost is a voluntary contribution.
- Seniors Resource Center will offer Community Services such as care management, meal preparation, personal care assistance, victim assistance, deep cleaning, and financial assistance. Additionally, adult day and respite services are available.
- The Regional Transportation District (RTD) will offer Access-a-Ride, Access-a-Cab, Senior Event services, and Senior Shopper program.
- The Homeless Navigation Program for residents with Housing Choice Vouchers will assist people experiencing homelessness with critical necessities and incorporating services needed for long-term stability.
- Onsite monthly health and wellness assessments will be scheduled for residents. Due to the current environment, the care providers previously engaged have experienced many changes and have temporarily suspended such services. The healthcare provider to promote these monthly visits will be named near construction completion.

Exhibit C

Utilities Available in the Contract Units, including a Listing of Utility Services to be Paid by the Owner (Without Charges in Addition to Rent to Owner) and Utilities to be Paid by the Tenants

Owner will pay – Gas, Electric, Water, Sewer and trash

Tenant will pay – NA

Exhibit D

Features Provided to Comply with Program Accessibility Features of Section 504 of the Rehabilitation Act of 1973:

The property will meet all Section 504 (accessibility) requirements

**Housing Authority of the City of Arvada
Housing Assistance Payment Contract
HUD 52530A**

Legacy Senior Residences

Exhibit E – Additional Requirements and Reporting by the Owner

One-Time Requirements and Reporting:

Due:

Certificate of Occupancy (CO) and/or Temporary Certificate of HAP Occupancy (TCO). Note: If TCO initially provided, then CO to be provided when issued

Prior to execution of HAP Contract

Architects certification that building meet codes and zoning

Prior to execution of HAP Contract

Owner's certification that units meet HQS

Prior to execution of HAP Contract

Architect substantial completion (AIA G704) with punch list

30 days after Execution of HAP Contract

Architect certification that punch list items completed

90 days after execution of HAP Contract

Submission of Section 3 – Training, Employment and Contracting Opportunities for Business and Lower Income Persons Report – HUD Form 60002

120 days after execution of HAP Contract

Submission of Minority, Women and Disadvantaged Business Enterprise (MBE/WBE/DBE) Opportunities Report – HUD Form 2516

120 days after execution of HAP Contract



REPORT TO HOUSING AUTHORITY

AGENDA ITEM
VIII.2.

TO: THE HONORABLE CITY COUNCIL

DATE: December 18, 2023

SUBJECT: R-HA-23-07, A Resolution Authorizing the Arvada Housing Authority to Loan Legacy-Arvada Partners, LP \$840,000.00 to Assist in Financing a Senior Affordable Housing Development to be Known as Legacy Senior Residences.

Report in Brief

Presenter: Carrie Espinosa

The Legacy Senior Residences development will provide 72 units of affordable senior housing located at 5353 W. 63rd Avenue, Arvada, Colorado 80003. The Arvada Housing Authority committed to provide a loan of \$840,000 to assist in the financing of this senior affordable housing project. The owner of the project, Legacy-Arvada Partners, LP is scheduled to close on its loan in December 2023 and must submit an executed loan agreement between the Arvada Housing Authority and Legacy-Arvada Partners as part of its closing documentation.

The Arvada team recommends the City Council approve R-HA-23-07, A Resolution Authorizing the Arvada Housing Authority to Loan Legacy-Arvada Partners, LP \$840,000.00 to Assist in Financing a Senior Affordable Housing Development to be Known as Legacy Senior Residences.

Financial Impact

The source of payment of the \$840,000 loan is the annual partnership payments received from the Arvada Housing Authority's .01% Special Limited Partnership interest in the Castlegate Apartments property.

Background

Legacy Senior Residences is a tax credit approved affordable housing development that will provide 72 units of affordable senior housing located at 5353 W. 63rd Avenue, Arvada, Colorado 80003. As part of the low-income housing tax credit (LIHTC) application, the Arvada Housing Authority committed to provide a loan of \$840,000 to assist in the financing of the project.

Legacy Senior Residences will provide affordable housing for the community as follows:

- The Housing Authority will provide 8 housing choice vouchers; therefore, as long as the vouchers are awarded, no less than 8 of the units at the Property shall be restricted to households not exceeding the 30% of area median income ("AMI") as established by the U.S. Department of Housing and Urban Development ("HUD");
- All units will be restricted to senior (as defined by HUD) tenants;
- 1 one-bedroom and 3 two-bedroom units shall be restricted to tenants at 50% or less AMI;
- 33 one-bedroom and 27 two-bedroom units shall be restricted to tenants at less 60% or less AMI.

Legacy-Arvada Partners, LP is scheduled to close on the loan for this project in December 2023. A loan agreement between the Arvada Housing Authority and Legacy-Arvada Partners must be executed prior to closing.

Discussion

The 2020 City of Arvada Housing Needs Assessment identified the following top three housing needs:

- Additional affordable rentals (or rental assistance) specifically for residents earning less than \$35,000
- Starter homes and family homes priced near or below \$300,000
- Increased diversity in housing stock with a focus on "missing middle" ownership options and product types attractive to aging seniors

Legacy Senior Residences will provide 72 units of much-needed affordable housing in Arvada and address the needs found in the Arvada Housing Needs Assessment.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the following City Council Strategic Result-Improves access to quality housing that is affordable to a broad range of income levels and provides resources, housing, and neighborhood assistance services to Arvada residents, neighborhoods, property owners and stakeholders.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R-HA-23-07, A Resolution Authorizing the Arvada Housing Authority to Loan Legacy-Arvada Partners, LP \$840,000.00 to Assist in Financing a Senior Affordable Housing Development to be Known as Legacy Senior Residences.

Suggested Motion:

I move that R-HA-23-07, A Resolution Authorizing the Arvada Housing Authority to Loan Legacy-Arvada Partners, LP \$840,000.00 to Assist in Financing a Senior Affordable Housing Development to be Known as Legacy Senior Residences, be (approved) (rejected).

Prepared by:
Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

SUBJECT: R-HA-23-07, A Resolution Authorizing the Arvada Housing Authority to Loan Legacy-Arvada Partners, LP \$840,000.00 to Assist in Financing a Senior Affordable Housing Development to be Known as Legacy Senior Residences.

PAGE: 3
ITEM: VIII.2.

Bryan Archer, Director of Finance	11/29/2023
Jessica Garner, Director of Community and Economic Development	11/30/2023
Gail Walker, Legal Specialist-Contracts	11/30/2023
Kylie Justus, Assistant City Attorney	11/30/2023
Rachel Morris, City Attorney	12/4/2023
Linda Haley, Deputy City Manager	12/5/2023
Lorie Gillis, City Manager	12/6/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R-HA-23-07

A RESOLUTION AUTHORIZING THE ARVADA HOUSING AUTHORITY TO LOAN
LEGACY-ARVADA PARTNERS, LP \$840,000.00 TO ASSIST IN FINANCING A
SENIOR AFFORDABLE HOUSING DEVELOPMENT TO BE KNOWN AS LEGACY
SENIOR RESIDENCES

WHEREAS, the Arvada Housing Authority (“the Authority”) seeks to increase affordable housing options in the Arvada community; and

WHEREAS, Legacy Senior Residences is an affordable senior housing development located at 5353 W. 63rd Avenue, Arvada, Colorado 80003 (the “Property”), which will provide 72 units of affordable housing to the community as follows:

- 1.1** The Authority will provide 8 housing choice vouchers; therefore, as long as the vouchers are awarded, no less than 8 of the units at the Property shall be restricted to households not exceeding the 30% of area median income (“AMI”) as established by the U.S. Department of Housing and Urban Development (“HUD”);
- 1.2** All units will be restricted to *senior* (as defined by HUD) tenants;
- 1.3** 1 one-bedroom and 3 two-bedroom units shall be restricted to tenants at 50% or less AMI;
- 1.4** 33 one-bedroom and 27 two-bedroom units shall be restricted to tenants at less 60% or less AMI.

WHEREAS, Legacy Senior Residences requires \$840,000.00 in gap financing to complete the project; and

WHEREAS, the investor partners for Legacy Senior Residences require that Arvada’s loan be subordinate to the construction and permanent loans;

WHEREAS, the Authority finds that it is beneficial to support the project in order to increase affordable senior housing within Arvada.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE ARVADA HOUSING AUTHORITY THAT:

Section 1. The Arvada Housing Authority hereby authorizes the Chairperson and Mayor, or Vice Chairperson and Mayor Pro Tem, to execute the promissory note, deed of trust, loan agreement, subordination agreements, and other related closing documentation, which are in substantially the same form as and related to those attached hereto.

Section 2. This Resolution to be in full force and effect from and after its passage and approval.

APPROVED AND ADOPTED this 18th day of December, 2023.

Lauren Simpson, Chairperson

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

DEED OF TRUST

This Agreement is made this ____ day of _____, 2023, by and between Legacy-Arvada Partners, LP, a Colorado limited partnership ("Borrower"), whose address is 209 S. 19th Street, Suite 100, Omaha, NE 68102 and the Public Trustee for the County of Jefferson ("Trustee"), for the benefit of the Arvada Housing Authority, 8101 Ralston Road, Arvada, CO 80002 ("Lender").

The Borrower and Lender covenant and agree as follows:

1. PROPERTY IN TRUST. The Borrower, in consideration of the indebtedness herein recited and described, hereby grants, bargains, sells, transfers, assigns, and conveys to the Trustee in trust with power of sale, all of that certain property located in the City of Arvada, Jefferson County, Colorado, and described in attached **Exhibit A** (the "Property"), together with all of the Borrower's right, title, and interest in and to: (i) all privileges, easements, rights-of-way, licenses, franchises, tenements, and appurtenances belonging or in any way appertaining to the Property; (ii) all rents, issues, profits, condemnation awards, and option payments in regard to the Property; (iii) all furniture, furnishings, fixtures, maintenance equipment, and all other personal property owned by Borrower now or hereafter located in, or on, used, or intended to be used in connection with the Property (excluding, however, personal property owned by tenants occupying space in the Property); (iv) all of the estates, rights, and interests of the Borrower, whether now owned or hereafter acquired in the Property; and (v) the proceeds of any of the above. All of the foregoing are hereinafter referred to as the "Mortgaged Property."

2. NOTE: This Deed of Trust is given to secure to Lender:

2.1 The repayment of:

2.1.1 All sums advanced by Lender to Borrower under that certain Promissory Note dated of even date herewith, payable to the order of Lender in the original principal amount of \$840,000.00 (the "Note"), and to secure Borrower's obligation to pay interest at the rate of 4% per annum (except for Loan Year 0) prior to default, and upon default at a rate of 8% (the "Default Rate"), all of which sums are payable to Lender at 8101 Ralston Road, Arvada, CO 80002 in the following amounts: (i) for Loan Year 0, funds will be disbursable and available, however no interest shall accrue, and no payments shall be due or owing until Loan Year 1; (ii) for Loan Years 1-7, annual equal interest-only payments of \$36,600.00 due within 30 calendar days of March 1st for each prior Loan Year; and (iii) for Loan Years 8-30, annual equal payments of principal and interest in the amount of \$56,539.61 due within 30 calendar days of March 1st for each prior Loan Year. Payments are further detailed in Exhibit C, Loan Amortization Schedule. Payments are to be made by Borrower to the extent of available Cash Flow (as defined in the Loan Agreement), as set forth in the Note and Loan

Agreement; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon shall be due and payable on March 1, 2055; and Borrower is to pay to Lender a late charge of 5% of any payment not received by Lender within 15 days after payment is due (from available Cash Flow); and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty;

2.1.2 Prompt and complete performance and observing of all covenants and conditions to be performed by Borrower under the loan agreement dated of even date herewith, made between Borrower and Lender (the "Loan Agreement");

2.1.3 The payment of all other sums with interest at the Default Rate thereon (if not timely paid), as may be advanced or expended by Lender in accordance with this Deed of Trust or any other instrument or agreement securing the Note (the indebtedness of the Borrower evidenced by the Note and all such other sums are hereinafter collectively referred to as the "Indebtedness"); and

2.1.4 The performance of all the covenants and agreements of the Borrower contained herein.

2.2 This Deed of Trust is upon the express condition that, if Borrower shall pay to the Lender, as and when due and payable, all of its Indebtedness evidenced by the Note, and all other Indebtedness, and Borrower shall also keep and perform each and every covenant and agreement herein-contained, then this Deed of Trust and the estate hereby granted shall cease to be and become void, and shall be released of record at the expense of the Borrower; otherwise this Deed of Trust shall be and remain in full force and effect.

3. TITLE. Borrower represents, warrants, and covenants to the Lender and the Trustee that is the lawful owner of the Mortgaged Property in fee simple, has the right to grant and convey the Mortgaged Property, and has good right and full power and authority under all applicable provisions of law to execute this Deed of Trust; that the Mortgaged Property is free from all liens, security interests, and encumbrances except as listed in **Exhibit B** attached hereto; and that the Borrower will warrant and defend the title to the Mortgaged Property and the lien and priority of this Deed of Trust against all claims and demands of all persons whomsoever, whether now existing or hereafter arising, not listed in **Exhibit B**; and that no claims or liens are outstanding or threatened against the Mortgaged Property. The covenants and warranties of this paragraph shall survive foreclosure of this Deed of Trust and shall run with the Land.

4. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the

Note. All payments received by the Lender from Borrower under the Note or this Deed of Trust shall be applied by the Lender in such order of application as the Lender deems appropriate.

5. PAYMENT OF TAXES, ASSESSMENTS, OTHER CHARGES, AND LIENS.

Borrower shall pay, before the date when due, all taxes and assessments, utility charges, and all other charges whatsoever levied upon or assessed or placed against the Mortgaged Property, and shall give to Lender, upon demand, a receipt or receipts evidencing such payment. Borrower shall not create, incur, or suffer to exist any lien, security interest, encumbrance, or charge on the Mortgaged Property or any part thereof, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable, and any permitted encumbrance listed in **Exhibit B** (and any encumbrances entered into in connection with any refinancing thereof). The Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.

6. COMPLIANCE WITH LAWS. Borrower shall comply promptly and fully with all present and future statutes, laws, rules, orders, regulations, and ordinances, and any easements, protective covenants, or other private restrictions affecting the Mortgaged Property, any part thereof or the use thereof, including, without limitation, laws, ordinances, rules, or regulations relating to hazardous wastes, hazardous materials, or oil.

7. ENVIRONMENTAL MATTERS. Borrower covenants and represents that, to the best of its knowledge, there are no Hazardous Materials generated, released, incorporated, stored, buried, or deposited over, beneath, in, or upon the Mortgaged Property, nor will there be, for so long as any of the Indebtedness secured hereby remains outstanding. For purposes of this Deed of Trust, "Hazardous Materials," shall mean and include any flammable explosives, petroleum (including crude oil) or any fraction thereof, radioactive materials, hazardous wastes, toxic substances, or related materials, including, without limitation, any substances defined as or included in the definition of toxic or hazardous substances, wastes, or materials under any federal applicable state or local laws, ordinances, or regulations dealing with or otherwise pertaining to toxic or hazardous substances, wastes, or materials. Such laws, ordinances, and regulations are hereinafter collectively referred to as the "Hazardous Materials Laws."

8. INDEMNIFICATION FOR HAZARDOUS MATERIALS. Borrower shall be solely responsible for, and shall indemnify and hold harmless Lender, its directors, officers, employees, agents, successors, and assigns (the "Lender Indemnified Parties") from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence (whether prior to or during the term of the Loan and otherwise and regardless of by whom caused, whether by Borrower or any predecessor in title or any owner of land adjacent to the Mortgaged Property or any other third party, or any employee, agent, contractor, or subcontractor of Borrower or any predecessor in title or any such adjacent land owner or any third person) of Hazardous Materials in, on, under, or about the

Mortgaged Property; except that Borrower shall not be required to indemnify Lender or any Lender Indemnified Parties to the extent that such loss, damage, cost, expense, or liability arises due to the negligence or willful misconduct of Lender or any Lender Indemnified Parties.

9. INSURANCE.

9.1 Borrower, at its sole cost and expense, will maintain insurance of the following character:

9.1.1 Insurance on any buildings and other improvements now existing or hereafter erected on the Mortgaged Property and on the fixtures and personal property contents included in the Mortgaged Property against loss by fire, other hazards covered by the so-called "all-risk" form of policy, and such other perils as Lender shall, from time to time, require, including water damage coverage, in an amount not less than the replacement cost of the Mortgaged Property.

9.1.2 If the Property, or any part thereof, is at any time located in a designated official flood-hazardous area, flood insurance insuring any buildings and improvements now existing or hereafter erected on the Land, and the personal property used in the operation thereof in an amount equal to the lesser of the amount required in **Sec. 9.1.1** or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and regulations issued thereunder.

9.1.3 Comprehensive general liability insurance protecting against claims arising from any accident or occurrence in or upon the Mortgaged Property, in such amounts as Lender may, from time to time, require, but in no event having less than a combined single limit of \$1,000,000.00 per occurrence/\$2,000,000.00 general aggregate, naming the City of Arvada and Arvada Housing Authority, its officials, officers, and employees as additional insureds.

9.2 POLICY PROVISIONS. All insurance policies and renewals thereof maintained by Borrower pursuant to **Sec. 9.1.1 – 9.1.3** above shall be written by an insurance carrier qualified to write insurance in Colorado, and satisfactory to Lender (with the exception of flood insurance provided by the National Flood Insurance Program), contain a standard mortgagee clause and a loss payee clause and other endorsements in favor of and in form and content acceptable to Lender, and contain an agreement that the policy will not be amended, modified, or canceled by either party except after 30 days prior written notice to Lender.

9.3 DELIVERY OF POLICY. Borrower will deliver to the Lender an original certificate evidencing the insurance that is required under **Sec. 9.1.1 – 9.1.3**, and the Borrower shall promptly furnish to the Lender copies of all renewal notices. Prior to the expiration date of a required policy, Borrower shall deliver to the Lender a copy of a

renewal policy in form satisfactory to the Lender.

9.4 APPLICATION OF INSURANCE PROCEEDS. Subject to the rights of any lender with a superior interest under a recorded Deed of Trust or similar document or instrument, all sums paid under any insurance policy required in **Sec. 9.1.1** and **9.1.2** shall be paid to the Lender (after application of such proceeds to prior lienholders, to the extent of the Indebtedness secured by their liens). Lender shall apply such amounts (after first deducting therefrom its expenses incurred in collecting the same, including, but not limited to, reasonable attorneys' fees) to the restoration of the Mortgaged Property pursuant to such conditions as the Lender shall, in its reasonable discretion require, unless the senior lienholder has applied such proceeds solely to the payment of its lien, in which case Lender may do likewise. No application of insurance proceeds shall extend or postpone the due dates of the installments payable under the Note or change the amount of such installments.

- 10. PRESERVATION AND MAINTENANCE OF MORTGAGED PROPERTY.** Borrower shall: (i) keep the Mortgaged Property in safe and good repair and condition; (ii) upon damage to or destruction of the Mortgaged Property, or any part thereof, by fire or other casualty, restore, repair, replace, or rebuild the Mortgaged Property that is damaged or destroyed to the condition it was in immediately prior to such damage or destruction, whether or not any insurance proceeds are available or sufficient for such purpose; (iii) not commit waste or permit impairment or deterioration of the Mortgaged Property; and (iv) not remove any of the of the fixtures or personal property included in the Mortgaged Property unless the same is immediately replaced with property of at least equal value and utility, and this Deed of Trust becomes a valid lien on such property.
- 11. INSPECTION.** Borrower shall permit the Lender or its agents to enter upon the Mortgaged Property at all reasonable times for the purposes of inspecting the Mortgaged Property or any part thereof. However, Lender shall have no duty to make such inspection.
- 12. BOOKS AND RECORDS.** Borrower shall keep and maintain at all times at the Borrower's address stated below or at the Mortgaged Property or at such other place as the Lender may approve in writing, complete and accurate books of accounts and records in sufficient detail to reflect correctly the results of the operation of the Mortgaged Property, and copies of any and all written contracts, leases, and other instruments that affect the Mortgaged Property. Borrower shall permit Lender or its representative to examine and inspect such books, records, contracts, leases, and other instruments during ordinary business hours.
- 13. PROTECTION OF THE LENDER'S SECURITY.** Subject to the rights of any lender with a superior interest under any prior recorded Deed of Trust or similar documents or instruments, if the Borrower fails within 30 days after receiving a written demand from the Lender, to perform or comply with any of the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced that affects the Mortgaged Property or the interest of the Trustee or the Lender, or the title thereto, then the Lender, at the Lender's option, may perform such covenants and agreements, defend against and/or

investigate such action or proceedings, and/or take such other action as the Lender reasonably deems necessary to protect its interests. Lender shall be the sole judge of the legality, validity, and priority of any claim, lien, encumbrance, tax, assessment, charge, and premium paid by it and of the amount necessary to be paid in satisfaction thereof. Lender is hereby given the irrevocable power of attorney (which power is coupled with an interest) to enter upon the Mortgaged Property as the Borrower's agent in the Borrower's name to perform any and all covenants and agreements to be performed by the Borrower as herein provided after an event of default hereunder. Any amounts or expenses disbursed or incurred by the Lender pursuant to this paragraph, or to otherwise enforce any provision of this Deed of Trust or to preserve any of the rights, powers, or privileges of the Lender granted or created hereby, including, without limitation, costs incurred in any appeal, with interest thereon as hereinafter stated, shall become additional Indebtedness of the Borrower secured by this Deed of Trust. Unless the Borrower and the Lender agree in writing to other terms of repayment, such amounts shall be immediately due and payable, and shall bear interest from the date of disbursement at the Default Rate of interest stated in the Note. Lender shall, at its option, be subrogated to the lien of any mortgage or other lien, discharged in whole or in part by the Indebtedness or by the Lender under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Deed of Trust. Nothing contained in this paragraph shall require the Lender to incur any expense or do any act hereunder, and the Lender shall not be liable to Borrower for any damages or claims arising out of action taken by the Lender pursuant to this paragraph, except as a result of the Lender's willful misconduct or gross negligence.

14. **TAKING.** Subject to the rights of any lender with a superior interest under a recorded Deed of Trust or similar document or instrument, and the obligations of Borrower thereunder, the Borrower hereby irrevocably assigns to the Lender any award or payment up to the amount of the Borrower's Indebtedness under the Note that becomes payable by reason of any taking of the Mortgaged Property, or any part thereof, whether directly or indirectly or temporarily or permanently, in or by condemnation or the eminent domain proceedings or the settlement thereof ("Taking"). All awards or payments payable as a result of a Taking shall be paid to the Lender (in order of the priority of liens encumbering the Mortgaged Property), which after first deducting the Lender's expenses incurred in the collection thereof shall be applied to the repair or restoration of the Mortgaged Property, pursuant to such conditions as the Lender in its reasonable discretion may require, unless the senior lienholder has applied the same solely to payment of its lien, in which case, Lender may do likewise. No application of any Taking award or payment to repayment of Indebtedness shall postpone the due dates of Borrower's payments due under the Note or change the amount of such payments.
15. **SECURITY INTEREST.** This Deed of Trust shall constitute a security agreement with respect to (and the Borrower hereby grants the Trustee and the Lender a security interest in) all fixtures and personal property included in the Mortgaged Property as more specifically described in the granting clause above. Borrower will, from time to time, at the request of the Lender, execute any and all financing statements or other documents covering such fixtures or personal property (in a form satisfactory to the Lender) that the

Lender may consider necessary or appropriate to confirm, evidence, or perfect the Trustee's and/or the Lender's security interest.

16. **NOTICE OF DEFAULT.** Borrower will prepare, or cause to be prepared, at its expense, and will deliver to Lender, immediately upon becoming aware of the existence of any condition or event that constitutes an Event of Default (as defined **Sec. 17** below), written notice specifying the nature and period of existence the Event of Default and what action the Borrower has taken or proposes to take with respect to the Event of Default.
17. **EVENTS OF DEFAULT.** Each of the following occurrences is an event of default ("Event of Default") The Investor (as defined in the Loan Agreement) shall have the right, but not the obligation, to cure any default of Borrower hereunder, which cure shall be accepted by Lender as if tendered by Borrower.
 - 17.1 Borrower fails to pay any portion of the Indebtedness when due and payable (after the expiration of applicable notice and cure periods described in the Loan Agreement);
 - 17.2 Borrower fails duly to perform or observe any of the covenants or agreements contained in the Loan Agreement or in this Deed of Trust (after the expiration of applicable notice and cure periods described in the Loan Agreement);
 - 17.3 A judgment, writ, or warrant of attachment or execution, or similar process is entered and becomes a lien on, issued against, or levied against, the Mortgaged Property or any part thereof and is not released, vacated, or fully bonded 30 days after its entry, issue, or levy, and Lender's written notice and demand therefor;
 - 17.4 Borrower sells or conveys the Mortgaged Property, provided that a conveyance to one of Borrower's partners or a wholly owned affiliate, or a transfer of a partnership interest shall not constitute an Event of Default ;
 - 17.5 Borrower is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors; or Borrower applies for or consents to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property; or such a receiver, trustee, or similar officer is appointed without the application or consent of the Borrower, and such appointment continues undischarged for a period of 90 days; or Borrower institutes (by petition, application, answer, or otherwise) any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, liquidation, or similar proceedings under the laws of any jurisdiction; or any such proceeding is instituted against the Borrower; or the Borrower terminates or dissolves;
 - 17.6 Any representation of the Borrower made herein or made by the Borrower or any employee of the Borrower in any submission or document delivered by or on behalf of the Borrower in connection with the Indebtedness that is materially untrue; and/or

- 17.7** A default or an Event of Default, however defined, occurs under any other document or instrument now or hereafter securing repayment of the Note or issued in connection therewith, or evidencing or securing a loan made by any other lender with regard to the Mortgaged Property.

18. POWER OF SALE; REMEDIES.

- 18.1** If an Event of Default occurs, Borrower hereby authorizes and empowers Trustee and/or Lender to do the following:

18.1.1 Lender may, by written notice to Borrower, declare all amounts payable under the Note and all other Indebtedness to be immediately due and payable, and the same shall be immediately due and payable without further notice or demand of any kind.

18.1.2 Lender is authorized and empowered, without further notice, to file a written Notice of Election and Demand for Sale with Trustee, as provided by law, it being then lawful for the Trustee to foreclose, and the Trustee shall foreclose this Deed of Trust. The Trustee shall apply the proceeds of the sale in the following order: (i) to all reasonable costs and expenses of the sale, including, without limitation, reasonable Trustee's and attorneys' fees and costs of evidence of title; (ii) to the Indebtedness; and (iii) the excess, if any, to the person or persons legally entitled to such proceeds.

18.1.3 If any of the Indebtedness hereby secured becomes due and payable, the Trustee or Lender have the right and power to proceed by a suit or suits in equity or at law for: (i) the specific performance of any covenant or agreement; (ii) the aid of the execution of any power herein granted; (iii) any foreclosure hereunder; (iv) the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction; (v) executory or other legal process; or (vi) the enforcement of any other appropriate legal or equitable remedy.

18.1.4 Lender has the right to the appointment of a receiver, whether before or after maturity of the Indebtedness hereby secured, as a matter of strict right and regardless of the value of the security for the amount of the Indebtedness or of the solvency of Borrower or any party obligated for the payment of the Indebtedness. Such receiver may be appointed on Lender's ex parte application, by any court of competent jurisdiction, to manage, preserve, protect, and operate the Mortgaged Property and any business or businesses located thereon, to collect the rents, issues, profits, and income thereof, to make all necessary repairs, and to pay all taxes and assessments against the Mortgaged Property and insurance premiums for insurance thereon, and after the payment of the expenses of the receivership, including reasonable attorneys' fees, to apply the net proceeds in reduction of the Indebtedness or in such manner as the court or receiver shall direct.

18.1.5 The Lender may exercise, with respect to all fixtures and personal property that are part of the Mortgaged Property, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of Colorado. If notice to the Borrower of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable, if given to the Borrower at least 10 calendar days prior to the date of intended disposition. Borrower shall pay on demand, all reasonable costs and expenses incurred by the Lender in exercising such rights and remedies, including, without limitation, reasonable attorneys' fees and legal expenses.

18.2 In the exercise of any of the foregoing rights and powers, the Lender shall not be liable to the Borrower for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of the Lender.

19. FORBEARANCE NOT A WAIVER; RIGHTS AND REMEDIES CUMULATIVE.

No delay by the Trustee or Lender in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy. No waiver by the Trustee or Lender of any particular provision of this Deed of Trust shall be deemed effective unless in writing signed by the party making such rights and remedies provided for herein. Any right or remedy that the Trustee or Lender may have at provided in this Deed of Trust or otherwise shall not preclude the pursuit on any other right or remedy available in law or in equity. Such rights or remedies shall be distinct, separate, and cumulative.

20. SUCCESSORS AND ASSIGNS BOUND; NUMBER; GENDER; AGENTS; CAPTIONS. The covenants and agreements herein shall bind, and the rights hereunder shall inure to the benefit of, the respective successors and assigns of the Lender and the Borrower. References to the Borrower or Lender are deemed to include such successors and assigns. Wherever used, the singular number shall include the plural, and the plural the singular, and use of any gender shall apply to all genders. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to limit, interpret or define the provisions hereof.

21. NOTICE. Any notice from the Lender or the Trustee to the Borrower under this Deed of Trust shall be deemed to have been given by the party giving the notice and received by the Borrower 3 days after being sent by certified mail, return receipt requested, to the Borrower at the following address:

Legacy-Arvada Partners, LP
209 S. 19th Street, Suite 100
Omaha, Nebraska 68102

with a copy to:

Registered Agent
725 S. Weber

Colorado Springs, CO 80903

With additional copies to:
MCI Legacy Senior Residences LLC
410 Monon Blvd.
Carmel, IN 46032
Attn: Asset Management - Equity

MPC CO Arvada PCFd, LLC
3414 Peachtree Road Suite 825
Atlanta, GA 30326

or at such other address as the Borrower may designate in writing to the Lender. Any notices required to be given to Lender shall be delivered to the following address:

Arvada Housing Authority
Attn: Executive Director
8101 Ralston Road
Arvada, CO 80002

With a copy to:

Arvada Housing Authority
Attn: City Attorney
8101 Ralston Road
Arvada, CO 80002

or at such other address as the Lender may designate in writing to the Borrower.

22. GOVERNING LAW; SEVERABILITY. This Deed of Trust shall be governed by the laws of the State of Colorado. In the event that any provision or clause of this Deed of Trust conflicts with applicable law or the application thereof under any particular circumstance to any particular person or entity conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust that can be given effect without the conflicting provisions or the applicability of such provision to other persons or entities or to such persons or entities under other circumstances and to this end, the provisions of the Deed of Trust are declared to be severable.

IN WITNESS WHEREOF, Borrower has caused this Deed of Trust to be duly executed as of the day and year first above written.

LEGACY-ARVADA PARTNERS, LP

A Colorado limited partnership

By: Leg Arvada, LLC

A Nebraska limited liability company

Its General Partner

By: _____
Bobbi Jo Lucas
President

Address: 5353 W. 63rd Ave., Arvada, Colorado 80003

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, _____ of _____, general partner of Legacy-Arvada Partners, LP, a Colorado limited partnership.

Witness my hand and official seal.

(SEAL)

Notary Public

My commission expires _____

EXHIBIT A
TO
DEED OF TRUST

Legal Description

Borrower: Legacy-Arvada Partners, LP

Lender: Arvada Housing Authority

The following real estate located in the City of Arvada, County of Jefferson, State of Colorado:

LOT 2A, RAVINIA PARK LEGACY SUBDIVISION AMENDMENT NO. 1, ARVADA, CO 80003

Street Address (informational only): 5353 W. 63rd Ave., Arvada, Colorado 80003

**EXHIBIT B
TO
DEED OF TRUST**

Permitted senior encumbrances:

First Bank of Wyoming (tax exempt loan): \$15,800,000 – recorded at Reception No. _____ in
_____ County, _____ Colorado

First Bank of Wyoming (taxable loan): \$12,500,000 – recorded at Reception No. _____ in
_____ County, _____ Colorado

Cedar Rapids Bank & Trust Company Loan: \$9,795,000 – recorded at Reception No. _____
in _____ County, _____ Colorado

**EXHIBIT C
TO
DEED OF TRUST**

Loan Amortization Schedule

30818837_v5

PROMISSORY NOTE

Borrower: Legacy-Arvada Partners, LP
209 S. 19th Street, Suite 100
Omaha, NE 68102

Note Date: _____ of _____, 2023

Location: Arvada, Colorado

Principal Amount: \$840,000.00

1.0 PRINCIPAL AND INTEREST.

1.1 FOR VALUE RECEIVED, Borrower promises to pay to the order of the Arvada Housing Authority, 8101 Ralston Road, Arvada, CO 80002 ("Authority"), the principal sum of Eight-Hundred and Forty Thousand Dollars (\$840,000.00), advanced by the Authority for the completion of the affordable housing development, Legacy Senior Residences, located at 5353 W. 63rd Ave., Arvada, Colorado 80003 (the "Project"), pursuant to the terms and conditions provided herein.

1.2 The principal amount of this Promissory Note, together with interest at a rate of 4% per annum, compounding annually, shall be due and payable through the maturity date of this Note, which shall be March 1, 2055, (the "Maturity Date"), on which date the entire outstanding principal balance together with any accrued and unpaid interest shall be due and payable in full.

1.2.1 **Loan Year 0.** Lender agrees that in Loan Year 0, all funds will be disbursable and available, however no interest shall accrue, and no payments shall be due or owing until Loan Year 1.

1.2.2 **Loan Years 1-7.** Lender agrees that in Loan Years 1 through 7, payments shall be interest only. Commencing on March 1, 2026, through March 1, 2032, the Borrower shall pay equal annual interest-only payments of \$33,600.00 for the previous Loan Year.

1.2.3 **Loan Years 8-30.** Loan Years 8 through 30, Borrower agrees to pay both the deferred principal and interest. Commencing on March 1, 2033, through the Maturity Date, the Borrower shall pay equal annual payments of \$56,539.61 for the previous Loan Year, which shall be due and payable within 30 calendar days from March 1st, provided there is sufficient Cash Flow for the borrower to pay such payment.

1.3 On the Maturity Date, the entire outstanding principal balance together with any accrued and unpaid interest shall be due and payable in full.

2.0 **DEFINITIONS.** For the purposes of this Note, the listed terms have the following meanings:

2.1 “Cash Flow” is defined as the gross cash receipts (gross receipts, determined on a cash basis, derived from the operations of the Project, including all rent revenues, vending, laundry and other incidental service revenue, but excluding tenant security deposits, debt proceeds, equity contributions, and earnings on any replacement or operating deficit reserve accounts) reduced by:

2.1.1 All principal and interest payments and other sums paid on or with respect to any Construction or Permanent Loan incurred in connection with the acquisition or development of the Project, including any loans to the Borrower by the First Bank of Wyoming and Cedar Rapids Bank & Trust Company;

2.1.2 Payments due on the senior encumbrances listed in **Exhibit B** to the Deed of Trust;

2.1.3 The rights of MCI Legacy Senior Residences, LLC, or MPC CO Arvada PCFd, LLC or its successors (herein referred to as the “Investors”) to any distribution in the event of a tax credit shortfall, as determined under the Borrower's Partnership Agreement, to repayment of any loans made to Borrower by the Investors, and to payment of asset management fees payable to the Investors pursuant to Borrower’s Partnership Agreement;

2.1.4 All cash expenditures incurred incident to the operation of the Borrower's business (including capital expenditures);

2.1.5 The payment of current and accrued Management Fees, including the Authority’s Asset Management Fee, but excluding any deferred developer fee; and

2.1.6 Expenses of the Borrower as permitted by the Partnership Agreement, including, without limitation, any such cash as is necessary to:

(i) Fund any Replacement Reserve Accounts,

(ii) Pay all outstanding trade payables,

(iii) Fund and/or replenish any Operating Reserve Accounts,

(iv) Fund and/or replenish any Operating Deficit Loans or Guaranty

Loans; and

- (v) Fund any additional reserves required by any Construction or Permanent Loan, or any state or federal housing agency with respect to the Project.

- 2.2 "Construction or Permanent Loan" shall mean any loan incurred in connection with the purchase or development of the land underlying the Project (as well as any off site development required by any governmental entity in connection with the development of the Project) and the construction and development of the Project, or any loan incurred to refinance, in whole or in part, any construction loan.
- 2.3 "Deed of Trust" shall mean the mortgage or deed of trust for the benefit of the Authority securing the repayment of the Loan.
- 2.4 "Default Rate" shall mean 12% percent per annum.
- 2.5 "Developer Fees" shall mean any fees payable to Cornerstone Housing Group, LLC, a Nebraska limited liability company, by the Borrower in connection with the development of the Project.
- 2.6 "Eligible Costs" shall mean those costs payable to the city of Arvada for purposes of plans, approvals, and other costs of associated with construction of the Project.
- 2.7 "Loan Year" is defined as a period of twelve months (January 1 – December 31) following the expiration of the prior "Loan Year," with the exception of the first loan year beginning on the date of execution of this Note and ending on December 31, 2025. Payments shall be due on March 1 for each previous loan year.
- 2.8 "Maturity Date" shall mean March 1, 2055 (date payment due for the prior and final loan year – January 1 – December 31, 2054).
- 2.9 "Management Fees" shall mean fees payable to any asset or project manager, including leasing agent fees, management and administrative fees, and fees for overseeing compliance with rules, regulations, covenants, and agreements relating to the Project.
- 2.10 "Partnership Agreement" shall mean the *[Amended and Restated Limited Partnership Agreement dated _____, 2023]*.
- 2.11 "Operating Reserve Account" shall mean any account funded by the Borrower out of operating profits or other funds to pay for operating deficits

generated by the Project, but only to the extent such Operating Reserve is required to be funded by any Construction or Permanent Loan, pursuant to Borrower's Partnership Agreement, or by any state or federal housing agency with respect to the Project.

- 2.12 "Replacement Reserve Account" shall mean any account funded by the by the Borrower out of operating profits or other funds to pay for the replacement and repair of the Project, but only to the extent such Replacement Reserve is required to be funded by any Construction or Permanent Loan, pursuant to Borrower's Partnership Agreement, or any state or federal housing agency with respect to the Project.

3.0 PAYMENT AMOUNTS AND DUE DATE.

- 1.1 **Loan Years 1-7.** Lender agrees that in Loan Years 1 through 7, payments shall be interest only. Commencing on March 1, 2026, through March 1, 2032, the Borrower shall pay equal annual interest-only payments of \$33,600.00 for the previous Loan Year.
- 1.2 **Loan Years 8-30.** Loan Years 8 through 30, Borrower agrees to pay both the deferred principal and interest. Commencing on March 1, 2033, through the Maturity Date, the Borrower shall pay equal annual payments of \$56,539.61 for the previous Loan Year, which shall be due and payable within 30 calendar days from March 1st, provided there is sufficient Cash Flow for the borrower to pay such payment.
- 3.1 If there is inadequate Cash Flow in any year to make the payments of principal and interest specified hereunder, such amount shall be due and payable in the next succeeding year to the extent Cash Flow is available to repay such accrued payments.
- 3.2 Regardless of Cash Flow availability under Sec. 3.2, the entire outstanding principal balance and all accrued interest shall be due and payable on the Maturity Date.
- 3.3 In the event that Borrower shall fail to make any payment due to the Authority within 15 days after the due date thereof, the Authority may, at its option, impose a late charge upon Borrower in an amount not to exceed 5% of said payment. Any such late charge shall be separately charged to and collected from Borrower and shall not be applied to, or be deducted from, any payment.
- 3.4 Subject to the terms in the Subordination Agreement described in Sec. 7.0, this Note may be prepaid in whole or in part, at any time, without notice or penalty. Partial prepayments will not, unless agreed to by the Authority in writing, relieve Borrower of Borrower's obligation to continue to make payments under the

payment schedule.

- 3.5** The Authority has secured this Note by a Deed of Trust dated the same date. Reference the Deed of Trust for a description of the property covered and the rights, remedies, and obligations of the Authority.

4.0 DEFAULT.

- 4.1** In the event of (i) any default in any payment of the principal of or interest on this Note when due and payable, or (ii) any default or event of default under the provisions of the Loan Agreement dated as of the date hereof between Borrower and Lender (the "Loan Agreement") or Deed of Trust, in either event subject to applicable notice and cure periods set forth in the Loan Agreement, then:
- 4.1.1** The unpaid principal balance of this Note shall bear interest from the date of any such event of default until such balance has been paid in full at the rate of 8% per annum; and
- 4.1.2** The unpaid principal balance of this Note, plus accrued interest and all other obligations of Borrower to the Authority, direct or indirect, absolute or contingent, now existing or hereafter arising, shall, at the option of the Authority, become immediately due and payable without notice or demand, and the Authority shall have and may exercise any and all of the rights and remedies provided herein or in the Loan Agreement and Deed of Trust.
- 4.1.3** In the event of any such default, Borrower agrees to pay on demand all of the Authority's reasonable costs and expenses incurred for the recovery of all or any part of or for the protection of the indebtedness, or to enforce the Authority's rights under this Note, the Loan Agreement or Deed of Trust, including, without limitation, reasonable attorneys' fees.
- 4.2** Borrower waives presentment, notice of dishonor, notice of acceleration and protest, and assents to any extensions of time with respect to any payment due under this Note, to any substitution or release of collateral, and to the addition or release of any party.
- 4.3** No failure on the part of the Authority to exercise, and no delay in exercising any right hereunder shall operate as a waiver of such right; nor shall any single or partial exercise by the Authority of any right hereunder preclude the exercise of any other right. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right. The remedies herein provided for are cumulative and not exclusive of any remedies provided by law.

- 5.0 HOW PAYMENTS ARE MADE.** All payments of principal and interest shall be made to the Authority at the address shown above by check or wire. If Borrower wishes to wire funds to the Authority, Borrower shall contact the City of Arvada's finance department for instructions.
- 6.0 SUBORDINATION.** The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the indebtedness evidenced by each of the promissory notes ("Senior Notes") made by Borrower and payable to the following entities in the described amounts:
- 1) First Bank of Wyoming (tax exempt loan): \$15,800,000 – recorded at Reception No. _____ in _____ County, _____ (state)
 - 2) First Bank of Wyoming (taxable loan): \$12,500,000 – recorded at Reception No. _____ in _____ County, _____ (state)
 - 3) Cedar Rapids Bank & Trust Company: \$9,795,000 – recorded at Reception No. _____ in _____ County, _____ (state)
- 7.0** The Deed of Trust securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants, and conditions of the Deeds of Trust securing the Senior Notes as set forth in **Sec. 6.0**. Further, Lender agrees that the Deed of Trust shall remain subject and subordinate to any deeds of trust or mortgages securing any loan obtained for the purpose of refinancing any such senior loans. The rights and remedies of the Authority and each subsequent holder of this Note under the Deed of Trust securing this Note are subject to the restrictions and limitations set forth in that certain Subordination and Standstill Agreement ("Subordination Agreement") dated of even date herewith among Merchants Capital Corporation and First Bank of Wyoming, as senior lenders, the Authority, as subordinate lender, and Borrower. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to subordinate the interests and rights secured by this Note and Deed of Trust to the senior liens described in **Sec. 6.0** and any deeds of trust or mortgages evidencing the refinancing thereof, and shall perform and observe all of the terms, restrictions, covenants, and conditions to be performed or observed by the Authority under the Subordination Agreement.
- 8.0** This Note is made and dated as of the date above and is to be governed by and construed according to the laws of the State of Colorado.
- 9.0** This Note and the sums payable by Borrower hereunder shall be non-recourse obligations, and in the event of a default hereunder or under the Loan Agreement or Deed of Trust, Lender shall look solely to the collateral secured by the Deed of Trust and shall have no other recourse against Borrower or its partners.

LEGACY-ARVADA PARTNERS, LP

A Colorado limited partnership

By: Leg Arvada, LLC
A Nebraska limited liability company
Its General Partner

By: _____
Bobbi Jo Lucas
President

Address: 5353 W. 63rd Ave., Arvada, Colorado 80003

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by _____, _____ of _____, general
partner of Legacy-Arvada Partners, LP, a Colorado limited partnership.

Witness my hand and official seal.

(SEAL)

Notary Public

My commission expires _____

LOAN AGREEMENT
**BY AND BETWEEN THE ARVADA HOUSING AUTHORITY AND LEGACY-
ARVADA PARTNERS, LP**

This Loan Agreement (this "Loan Agreement") is made this ____ day of _____, 2023, by and between Legacy-Arvada Partners, LP, a Colorado limited partnership ("Borrower"), whose address is 5353 W. 63rd Ave. Arvada, CO, and the Arvada Housing Authority, 8101 Ralston Road, Arvada, CO 80002 ("Authority" or "Lender").

1.0 RECITALS.

- 1.1** The Authority desires to financially assist with the development of an affordable senior housing development, Legacy Senior Residences, to be located at 5353 W. 63rd Ave., Arvada, CO, Arvada, CO 80003 (the "Project").
- 1.2** The Authority wants to increase the senior affordable housing opportunities in Arvada and in exchange for the loan to Borrower, Borrower has agreed that the Property will remain affordable under the provisions described herein.

NOW, THEREFORE, for under the terms and conditions described herein, the Parties agree as follows:

- 2.0 LOAN TO BORROWER.** Subject to the terms of this Loan Agreement, the Deed of Trust executed by Borrower to the Public Trustee for the County of Jefferson, as trustee for Lender on or about the date hereof (the "Deed of Trust"), and the Promissory Note executed by Borrower in favor of Lender on or about the date hereof (the "Note"), the Authority agrees to lend Borrower \$840,000.00 (the "Loan"), which will be repaid to the Authority, together with compounded interest at the rate of 4% per annum, in accordance with the Loan Amortization Schedule, **Exhibit A**, as set forth herein, subject to the availability of Cash Flow as described herein.

- 3.0 DEFINITIONS.** For the purposes of this Agreement, the listed terms have the following meanings:

- 3.1** "Cash Flow" is defined as the gross cash receipts (gross receipts, determined on a cash basis, derived from the operations of the Project, including all rent revenues, vending, laundry and other incidental service revenue, but excluding tenant security deposits, debt proceeds, equity contributions, and earnings on any replacement or operating deficit reserve accounts) reduced by:
 - 3.1.1** All principal and interest payments and other sums paid on or with respect to any Construction or Permanent Loan incurred in connection with the acquisition or development of the Project, including any loans to the Borrower by the First Bank of Wyoming and Cedar Rapids Bank & Trust Company;

- 3.1.2** Payments due on the senior encumbrances listed in **Exhibit B** to the Deed of Trust;
- 3.1.3** The rights of MCI Legacy Senior Residence, LLC or MPC CO Arvada PCFd, LLC or their respective successors (herein referred to as the "Investors") to any distribution in the event of a tax credit shortfall or adjusters or other amounts payable to the Investors, as determined under the Borrower's Partnership Agreement, to repayment of any loans made to Borrower by the Investors, and to payment of asset management fees payable to the Investors pursuant to Borrower's Partnership Agreement;
- 3.1.4** All cash expenditures incurred incident to the operation of the Borrower's business (including capital expenditures);
- 3.1.5** The payment of current and accrued Management Fees, including the Authority's Asset Management Fee, but excluding any deferred developer fee; and
- 3.1.6** All items defined as Expenses in the Partnership Agreement, including without limitation, any such cash as is necessary to:
- (i) Fund any Replacement Reserve Accounts,
 - (ii) Pay all outstanding trade payables,
 - (iii) Fund and/or replenish any Operating Reserve Accounts,
 - (iv) Fund and/or replenish any Operating Deficit Loans or Guaranty Loans; and
 - (v) Fund any additional reserves required by any Construction or Permanent Loan, or any state or federal housing agency with respect to the Project.
- 3.2** "Construction or Permanent Loan" shall mean any loan incurred in connection with the purchase or development of the land underlying the Project (as well as any off site development required by any governmental entity in connection with the development of the Project) and the construction and development of the Project, or any loan incurred to refinance, in whole or in part, any construction loan.
- 3.3** "Deed of Trust" shall mean the mortgage or deed of trust for the benefit of the Authority securing the repayment of the Loan.
- 3.4** "Default Rate" shall mean 8% percent per annum.
- 3.5** "Developer Fees" shall mean any fees payable to Cornerstone Housing Group, LLC, by the Borrower in connection with the development of the Project.

- 3.6 "Eligible Costs" shall mean those costs payable to the city of Arvada for purposes of plans, approvals, and other costs associated with construction of the Project.
- 3.7 "Loan Year" is defined as a period of twelve months (January 1 – December 31) following the expiration of the prior "Loan Year," with the exception of the first loan year beginning on the date of execution of this Note and ending on December 31, 2025. Payments shall be due on March 1 for each previous loan year.
- 3.8 "Maturity Date" shall mean March 1, 2055 (date payment due for the prior and final loan year – January 1 – December 31, 2054).
- 3.9 "Management Fees" shall mean fees payable to any asset or project manager, including leasing agent fees, management and administrative fees, and fees for overseeing compliance with rules, regulations, covenants, and agreements relating to the Project.
- 3.10 "Partnership Agreement" shall mean the *[Amended and Restated Limited Partnership Agreement dated _____, 2023]*.
- 3.11 "Operating Reserve Account" shall mean any account funded by the Borrower out of operating profits or other funds to pay for operating deficits generated by the Project, but only to the extent such Operating Reserve is required to be funded by any Construction or Permanent Loan, pursuant to Borrower's Partnership Agreement, or by any state or federal housing agency with respect to the Project.
- 3.12 "Replacement Reserve Account" shall mean any account funded by the by the Borrower out of operating profits or other funds to pay for the replacement and repair of the Project, but only to the extent such Replacement Reserve is required to be funded by any Construction or Permanent Loan, pursuant to Borrower's Partnership Agreement, or any state or federal housing agency with respect to the Project.

4.0 PAYMENT AMOUNTS AND DUE DATE.

- 4.1.1 **Loan Year 0.** Lender agrees that in Loan Year 0, all funds will be disbursable and available, however no interest shall accrue, and no payments shall be due or owing until Loan Year 1.
- 4.2 **Loan Years 1-7.** Lender agrees that in Loan Years 1 through 7, payments shall be interest only. Commencing on March 1, 2026, through March 1, 2032, the Borrower shall pay equal annual interest-only payments of \$33,600.00 for the previous Loan Year.

- 4.3 Loan Years 8-30.** Loan Years 8 through 30, Borrower agrees to pay both the deferred principal and interest. Commencing on March 1, 2033, through the Maturity Date, the Borrower shall pay equal annual payments of \$56,539.61 for the previous Loan Year, which shall be due and payable within 30 calendar days from March 1st, provided there is sufficient Cash Flow for the borrower to pay such payment.
- 4.4** In the event that Borrower shall fail to make any payment due to the Authority from available Cash Flow within 15 days after the due date thereof, the Authority may, at its option, impose a late charge upon Borrower in an amount not to exceed 5% of said payment. Any such late charge shall be separately charged to and collected from Borrower and shall not be applied to, or be deducted from, any Loan payment.
- 4.5** The Note may be prepaid in whole or in part, at any time, without notice or penalty. Partial prepayments will not, unless agreed to by the Authority in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule for the portion of the Loan that remains unpaid.
- 4.6** The Authority has secured the Note by a Deed of Trust dated the same date. Reference the Deed of Trust for a description of the property covered and the rights, remedies, and obligations of the Authority.

5.0 LIMITATION TO CASH FLOW.

- 5.1** If there is inadequate Cash Flow in any year to make the payments of principal and interest specified hereunder, such amount shall be due and payable in the next succeeding year to the extent Cash Flow is available to repay such accrued payments.
- 5.2** Regardless of Cash Flow availability under Sec. 5.1, the entire outstanding principal balance and all accrued interest shall be due and payable on the Maturity Date.

6.0 DEFAULT.

- 6.1** In the event of (i) any default in any payment of the principal of or interest on this Note when due and payable, or (ii) any default or event of default under the provisions of this Agreement or Deed of Trust, in either event subject to the applicable notice and cure periods described in Section 19 below, then:
- 6.1.1** The unpaid principal balance of the Note shall bear interest from the date of any such event of default until such balance has been paid in full at the rate of 8% per annum; and

6.1.2 The unpaid principal balance of the Note, plus accrued interest and all other obligations of Borrower to the Authority, direct or indirect, absolute or contingent, now existing or hereafter arising, shall, at the option of the Authority, become immediately due and payable without notice or demand, and the Authority shall have and may exercise any and all of the rights and remedies provided herein or in the Note and Deed of Trust.

6.1.3 In the event of any such default, Borrower agrees to pay on demand all of the Authority's reasonable costs and expenses incurred for the recovery of all or any part of or for the protection of the indebtedness, or to enforce the Authority's rights under this Loan Agreement, the Note, or the Deed of Trust, including, without limitation, reasonable attorneys' fees.

6.2 Borrower waives presentment, notice of dishonor, notice of acceleration and protest, and assents to any extensions of time with respect to any payment due under the Note, to any substitution or release of collateral, and to the addition or release of any party.

6.3 No failure on the part of the Authority to exercise, and no delay in exercising any right hereunder shall operate as a waiver of such right; nor shall any single or partial exercise by the Authority of any right hereunder preclude the exercise of any other right. No waiver of any payment or other right under the Note shall operate as a waiver of any other payment or right. The remedies herein provided for are cumulative and not exclusive of any remedies provided by law.

6.4 Lender agrees that Investors shall have the right, but not the obligation, to cure any default or Event of Default of Borrower hereunder, and/or under the Note and Deed of Trust, and any such cure shall be accepted by Lender as if tendered by Borrower.

7.0 SECURITY. Repayment of the Note shall be secured by the Deed of Trust, in form satisfactory to the Authority, on real property known and numbered as 5353 W. 63rd Ave. Arvada, CO and as described in **Exhibit C** attached (the "Property"), subject to prior encumbrances listed in **Exhibit B**.

8.0 SUBORDINATION. The indebtedness evidenced by the Note is and shall be subordinate in right of payment to the indebtedness evidenced by promissory notes between Borrower and the following entities in the described amounts:

- 1) First Bank of Wyoming (tax exempt loan): \$15,800,000 – recorded at Reception No. _____ in _____ County, _____ Colorado
- 2) First Bank of Wyoming (taxable loan): \$12,500,000 – recorded at Reception No. _____

_____ in _____ County, _____ Colorado
3) Cedar Rapids Bank & Trust Company: \$9,795,000 – recorded at Reception No.
_____ in _____ County, _____ Colorado

9.0 USE OF FUNDS. Loan proceeds will be used to finance Eligible Costs. Eligible Costs may be revised with the written approval of the Executive Director of the Authority, so long as the total Loan amount is not thereby exceeded.

10.0 DEADLINE FOR DISBURSEMENT OF FUNDS. All funds shall be immediately disbursable for the payment of Eligible Costs and may be drawn by Borrower prior to, or simultaneously withdrawing on any other source of funds.

11.0 RESTRICTIONS ON USE OF PROPERTY. In exchange for the loan to Borrower, Borrower agrees to the following low-income unit rent restrictions and occupancy limitations which shall run with the land and constitute a restrictive covenant and run with the land:

11.1 The Authority has granted the Project 8 housing choice vouchers; therefore, as long as the vouchers are awarded, no less than 8 of the units at the Property shall be restricted to households not exceeding the 30% of area median income ("AMI") as established by the U.S. Department of Housing and Urban Development ("HUD").

11.2 All units will be restricted to *senior* (as defined by HUD) tenants.

11.3 1 one-bedroom and 3 two-bedroom units shall be restricted to tenants at 50% or less AMI.

11.4 33 one-bedroom and 27 two-bedroom units shall be restricted to tenants at less 60% or less AMI.

12.0 PERIOD OF AFFORDABILITY. The restrictions listed in **Sec. 11** shall apply and restrict the Property until the later of the following: (i) the expiration of the extended use period for any state or federally granted low income tax credit, (ii) the loss of the housing vouchers described in Sec. 11.1; or (iii) the Maturity Date of the loan; provided, however, that if the housing vouchers described in Section 11.1 are lost or terminated, the 8 units restricted to occupancy by households at or less than 30% of AMI as established by HUD shall be permitted to be occupied by households at or less than 60% of AMI as established by HUD after such loss or termination.

13.0 PROHIBITED LEASE TERMS. Leases or other instruments pursuant to which the units described in **Sec. 11.0** are occupied may not contain any of the following provisions:

13.1 AGREEMENT TO BE SUED. Agreement by the tenant to be sued, admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection

with the lease.

- 13.2 TREATMENT OF PROPERTY.** Agreement by the tenant that the owner may take, hold or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. However, the owner may dispose of personal property remaining in the unit after the tenant has moved out, in accordance with Colorado law.
- 13.3 EXCUSING OWNER FROM RESPONSIBILITY.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for actions or failure to act, whether intentional or negligent.
- 13.4 WAIVER OF NOTICE.** Agreement by the tenant that the Owner may institute a lawsuit without notice to the tenant.
- 13.5 WAIVER OF LEGAL PROCEEDINGS.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- 13.6 WAIVER OF JURY TRIAL.** Agreement by the tenant to waive any right to a trial by jury.
- 13.7 WAIVER OF RIGHT TO APPEAL.** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge a court decision in connection with the lease.
- 13.8 TENANT CHARGEABLE WITH COST OF LEGAL ACTIONS REGARDLESS OF OUTCOME.** Agreement by tenant to pay attorney fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant.
- 14.0 MAINTENANCE AND REPLACEMENT.** Borrower shall maintain the Property in compliance with all applicable housing quality standards and local code requirements. Newly constructed or substantially rehabilitated housing must meet applicable requirements referenced at 24 CFR § 92.251.
- 15.0 TENANT SELECTION.** Borrower must adopt written tenant selection policies and criteria that:
- 15.1** Are consistent with the purpose of providing affordable senior housing;
 - 15.2** Are reasonably related to program eligibility and the applicant's ability to perform the obligations of the lease;
 - 15.3** Give reasonable consideration to the housing needs of families that would have a preference under federal selection preferences for admission to public

housing;

- 15.4** Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable, with prompt written notification to any rejected applicant of the grounds for any rejection;
- 15.5** Afford the Authority a preference regarding clients receiving assistance through the Section 8 Housing Assistance Payments Program disbursed through the Authority.
- 16.0 LEAD BASED PAINT.** Borrower will not use lead based paint in the Project.
- 17.0 AFFIRMATIVE MARKETING.** Borrower shall market to provide information and otherwise attract eligible tenants from all racial, ethnic, and gender groups in the Property's housing market area.
- 18.0 NOTICE OF DEFAULT.** Borrower will prepare, or cause to be prepared, at its expense, and will deliver to Lender (with a copy to the Investor), immediately upon becoming aware of the existence of any condition or event that constitutes an Event of Default (as defined **Sec. 19** below), written notice specifying the nature and period of existence the Event of Default and what action the Borrower has taken or proposes to take with respect to the Event of Default.
- 19.0 EVENTS OF DEFAULT.** Each of the following occurrences is an event of default ("Event of Default"):
 - 19.1** Borrower fails to pay any portion of the Indebtedness (as defined in the Deed of Trust) when due and payable after notice from Lender and the expiration of a 15 day cure period;
 - 19.2** Borrower fails duly to perform or observe any of the covenants or agreements contained in this Loan Agreement, the Note, or Deed of Trust after notice from Lender and the expiration of a 30 day cure period, provided, however, that if such default cannot reasonably be cured within 30 days, the cure period shall be extended for so long as is reasonably necessary for Borrower to effectuate the cure, so long as Borrower commences the cure within said 30 day period and diligently prosecutes such cure to completion;
 - 19.3** A judgment, writ, or warrant of attachment or execution, or similar process is entered and becomes a lien on, issued against, or levied against, the Mortgaged Property (as defined in the Deed of Trust) or any part thereof and is not released, vacated, or fully bonded 30 days after its entry, issue, or levy, and Lender's written notice and demand therefor;
 - 19.4** Borrower sells or conveys the Mortgaged Property to a third party without giving the Authority's affiliate, Arvada Housing Participation LLC, the Right of First Offer described in the Addendum to the Partnership Agreement, except that sale in whole or in part to another partner (or its wholly owned affiliate)

within Legacy-Arvada Partners, LP shall not be considered a default;

- 19.5** Borrower is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors; or Borrower applies for or consents to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property; or such a receiver, trustee, or similar officer is appointed without the application or consent of the Borrower, and such appointment continues undischarged for a period of 90 days; or Borrower institutes (by petition, application, answer, or otherwise) any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, liquidation, or similar proceedings under the laws of any jurisdiction; or any such proceeding is instituted against the Borrower; or the Borrower terminates or dissolves;
- 19.6** Any representation of the Borrower made herein or made by the Borrower or any employee of the Borrower in any submission or document delivered by or on behalf of the Borrower in connection with the Indebtedness that is materially untrue; and/or
- 19.7** A default or an Event of Default, however defined, occurs under any other document or instrument now or hereafter securing repayment of the Note or issued in connection therewith, or evidencing or securing a loan made by any other lender with regard to the Mortgaged Property, after the expiration of applicable notice and cure periods.
- 19.8** As stated in Section 6.4 above, the Investor shall have the right, but not the obligation to cure any default or Event of Default of Borrower under this Loan Agreement, the Deed of Trust, and the Note, which cure shall be accepted by Lender as if tendered by Borrower. A copy of any notice sent to Borrower under this Loan Agreement, the Note, or the Deed of Trust shall be sent to:

Notice Address for Investors:

Merchants Capital Corporation
410 Monon Blvd.
Carmel, IN 46032
Attn: Asset Management – Equity

MPC CO Arvada PCFd, LLC
3414 Peachtree Road Suite 825
Atlanta, GA 30326

20.0 POWER OF SALE; REMEDIES.

- 20.1** If an Event of Default occurs, Borrower hereby authorizes and empowers Trustee and/or Lender to do the following:
- 20.1.1** Lender may, by written notice to Borrower, declare all amounts payable under the Note and all other Indebtedness to be immediately due and

payable, and the same shall be immediately due and payable without further notice or demand of any kind.

20.1.2 Lender is authorized and empowered, without further notice, to file a written Notice of Election and Demand for Sale with Trustee, as provided by law, it being then lawful for the Trustee to foreclose, and the Trustee shall foreclose the Deed of Trust. The Trustee shall apply the proceeds of the sale in the following order: (i) to all reasonable costs and expenses of the sale, including, without limitation, reasonable Trustee's and attorneys' fees and costs of evidence of title; (ii) to the Indebtedness; and (iii) the excess, if any, to the person or persons legally entitled to such proceeds.

20.1.3 If any of the Indebtedness hereby secured becomes due and payable, the Trustee or Lender have the right and power to proceed by a suit or suits in equity or at law for: (i) the specific performance of any covenant or agreement; (ii) the aid of the execution of any power herein granted; (iii) any foreclosure hereunder; (iv) the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction; (v) executory or other legal process; or (vi) the enforcement of any other appropriate legal or equitable remedy.

20.1.4 Lender has the right to the appointment of a receiver, whether before or after maturity of the Indebtedness hereby secured, as a matter of strict right and regardless of the value of the security for the amount of the Indebtedness or of the solvency of Borrower or any party obligated for the payment of the Indebtedness. Such receiver may be appointed on Lender's ex parte application, by any court of competent jurisdiction, to manage, preserve, protect, and operate the Mortgaged Property and any business or businesses located thereon, to collect the rents, issues, profits, and income thereof, to make all necessary repairs, and to pay all taxes and assessments against the Mortgaged Property and insurance premiums for insurance thereon, and after the payment of the expenses of the receivership, including reasonable attorneys' fees, to apply the net proceeds in reduction of the Indebtedness or in such manner as the court or receiver shall direct.

20.1.5 The Lender may exercise, with respect to all fixtures and personal property that are part of the Mortgaged Property, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of Colorado. If notice to the Borrower of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable, if given to the Borrower at least 10 calendar days prior to the date of intended disposition. Borrower shall pay on demand, all reasonable costs and expenses incurred by the Lender in exercising such rights and remedies, including, without limitation, reasonable attorneys' fees and legal expenses.

20.2 In the exercise of any of the foregoing rights and powers, the Lender shall not be

liable to the Borrower for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of the Lender.

- 21.0 EXPENSE.** The Borrower agrees to pay all direct costs, expenses and attorney fees reasonably incurred by the Authority in connection with the Borrower's breach or default of this Loan Agreement, or the Note, or Deed of Trust, and agrees to pay reasonable loan closing costs, including the costs of title insurance or guarantee as determined by the Authority.
- 22.0 EXAMINATION OF RECORDS/ANNUAL MONITORING.** The Borrower agrees that the Comptroller General of the United States, the U.S. Department of Housing and Urban Development, the Authority, or any of their duly authorized representatives shall, until the expiration of 5 years after the final payment received under this Loan Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Borrower involving transactions related to this Loan Agreement. Borrower must also require its contractors and subcontractors to allow access to such records when requested. Borrower shall fully cooperate with the Authority in an annual monitoring of Borrower's performance and site inspection to verify compliance with the requirements of this Loan Agreement.
- 23.0 NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this Agreement, the Borrower agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.
- 24.0 INSURANCE.** Borrower or its contractor shall procure and maintain insurance in the following types and amounts:
- 24.1** Builders Risk Insurance in the amount of the value of the Property as improved and renovated, with the Arvada Housing Authority named as mortgagee.
- 24.2** Commercial General Liability Insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence/Two Million and No/100 Dollars (\$2,000,000.00) general aggregate, with the City of Arvada and the Authority, its officers, officials and employees listed as additional insured by endorsement. Borrower's contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements naming the City of Arvada and the Authority as Additional Insured by endorsement for each subcontractor.
- 24.3** Worker's Compensation Insurance at statutory limits and otherwise sufficient to ensure the responsibilities of Borrower and its contractor under Colorado law.
- 24.4** Special cause of loss form property insurance satisfactory to the Authority in the amount of the value of the Property as improved and renovated, with the Authority

named as mortgagee.

- 24.5** Certificates of Insurance evidencing the above shall be submitted to Arvada's Risk Management Division, 8101 Ralston Rd., Arvada, CO 80002, prior to the disbursement of funds hereunder. Insurance companies providing the above referenced coverage must be rated B+ or better according to *Best's Key Rating Guide*.
- 25.0 INDEMNITY.** The Borrower shall defend, indemnify and save harmless the Authority and the City of Arvada from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, in any way resulting from or arising out of this Agreement, however, that the Borrower need not indemnify or save harmless the Authority and the City of Arvada, its officers, agents, and employees from damages resulting from the negligence or willful misconduct of the Authority or the City of Arvada or its officers, agents, and employees.
- 26.0 INSURANCE IS NOT A LIMITATION.** The insurance coverage specified constitutes the minimum requirements, and these requirements do not lessen or limit the liability of the Borrower under this Agreement. The Borrower shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary.
- 27.0 ASSIGNMENT AND SUBCONTRACTING.** The Authority is not obligated or liable under this Loan Agreement to any party other than the Borrower (except that the Investor shall be deemed a third party beneficiary with respect only to express rights granted to it hereunder). Borrower shall not assign, sublet, or subcontract with respect to any of the rights, benefits, obligations or duties under this Loan Agreement except upon prior written consent of the Authority.
- 28.0 WAIVER.** No waiver of any breach or default under this Loan Agreement shall be held to be a waiver of any other or later breach or default. All remedies afforded in this Loan Agreement shall be construed as cumulative, in addition to every other remedy provided herein or by law.
- 29.0 CITY NOT PARTY TO CONSTRUCTION CONTRACT.** The Authority and the City of Arvada are not, and nothing in this Loan Agreement shall be construed to constitute the Authority or the City of Arvada as parties to any construction contract pursuant to which the loan proceeds hereof are expended.
- 30.0 DURATION/BINDING EFFECT.** This Loan Agreement shall remain in effect for the period of affordability specified in **Sec. 12**, and shall be binding upon the parties and shall inure to the benefit of their respective successors, assignees, representatives, and heirs.

IN WITNESS WHEREOF, the parties have executed through their respective lawfully empowered and authorized representatives, this Loan Agreement as of the day and year first above written.

Arvada Housing Authority

Lauren Simpson, Chairperson of the
Authority/Mayor of Arvada
8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

LEGACY-ARVADA PARTNERS, LP

A Colorado limited partnership

By: Leg Arvada, LLC
A Nebraska limited liability company
Its General Partner

By: _____
Bobbi Jo Lucas
President

Address: 5353 W. 63rd Ave. Arvada, CO

EXHIBIT A
TO
LOAN AGREEMENT

Loan Amortization Schedule

**EXHIBIT B
TO
LOAN AGREEMENT**

Permitted senior encumbrances:

First Bank of Wyoming (tax exempt loan): \$15,800,000 – recorded at Reception No. _____ in
_____ County, _____ Colorado

First Bank of Wyoming (taxable loan): \$12,500,000 – recorded at Reception No. _____ in
_____ County, _____ Colorado

Cedar Rapids Bank & Trust Company Loan: \$9,795,000 – recorded at Reception No. _____
in _____ County, _____ Colorado

**EXHIBIT C
TO
LOAN AGREEMENT**

Legal Description

Borrower: Legacy-Arvada Partners, LP

Lender: Arvada Housing Authority

The following real estate located in the City of Arvada, County of Jefferson, State of Colorado:

LOT 2A, RAVINIA PARK LEGACY SUBDIVISION AMENDMENT NO. 1, ARVADA, CO 80003

Street Address (informational only): 5353 W. 63rd Ave., Arvada, Colorado 80003

30818775_v2

ARVADA HOUSING AUTHORITY GAP FINANCING LOAN

Principal	\$840,000
Interest Rate	4.00%
Amortization/Term (Years)	30

Year	Beg. Period	End Period	Principal	Interest
0	Release of Funds	12/31/2024	\$840,000.00	\$0.00
1	1/1/2025	12/31/2025	\$840,000.00	\$33,600.00
2	1/1/2026	12/31/2026	\$840,000.00	\$33,600.00
3	1/1/2027	12/31/2027	\$840,000.00	\$33,600.00
4	1/1/2028	12/31/2028	\$840,000.00	\$33,600.00
5	1/1/2029	12/31/2029	\$840,000.00	\$33,600.00
6	1/1/2030	12/31/2030	\$840,000.00	\$33,600.00
7	1/1/2031	12/31/2031	\$840,000.00	\$33,600.00
8	1/1/2032	12/31/2032	\$840,000.00	\$33,600.00
9	1/1/2033	12/31/2033	\$817,060.39	\$32,682.42
10	1/1/2034	12/31/2034	\$793,203.20	\$31,728.13
11	1/1/2035	12/31/2035	\$768,391.72	\$30,735.67
12	1/1/2036	12/31/2036	\$742,587.78	\$29,703.51
13	1/1/2037	12/31/2037	\$715,751.69	\$28,630.07
14	1/1/2038	12/31/2038	\$687,842.14	\$27,513.69
15	1/1/2039	12/31/2039	\$658,816.22	\$26,352.65
16	1/1/2040	12/31/2040	\$628,629.26	\$25,145.17
17	1/1/2041	12/31/2041	\$597,234.83	\$23,889.39
18	1/1/2042	12/31/2042	\$564,584.61	\$22,583.38
19	1/1/2043	12/31/2043	\$530,628.39	\$21,225.14
20	1/1/2044	12/31/2044	\$495,313.92	\$19,812.56
21	1/1/2045	12/31/2045	\$458,586.87	\$18,343.47
22	1/1/2046	12/31/2046	\$420,390.73	\$16,815.63
23	1/1/2047	12/31/2047	\$380,666.75	\$15,226.67
24	1/1/2048	12/31/2048	\$339,353.82	\$13,574.15
25	1/1/2049	12/31/2049	\$296,388.36	\$11,855.53
26	1/1/2050	12/31/2050	\$251,704.29	\$10,068.17
27	1/1/2051	12/31/2051	\$205,232.85	\$8,209.31
28	1/1/2052	12/31/2052	\$156,902.56	\$6,276.10
29	1/1/2053	12/31/2053	\$106,639.05	\$4,265.56
30	1/1/2054	12/31/2054	\$54,365.01	\$2,174.60

Summary of Loan Terms:

- Year 0 is defined as Release of Funds to December 31, 2024
- Depending on when funds are released, Year 0 may be longer or shorter
- Interest will not accrue during Year 0
- No payment will be due for Year 0
- Interest is amortized annually at 4% beginning January 1, 2025 (Year 1) regular

-Interest is amortized annually at 4% beginning January 1, 2020 (Year 1) Rega

-Term of the Loan is 30 years

-Amortization of the Loan is 30 years with adjustments noted below

-Payments are to be made annually as a lump sum no later than March 1 of the

-Annual payments for Year 1 through Year 7 will be Interest-Only

-Annual payments for Year 8 through Year 30 have been increased to absorb payment in Year 30

-Property must remain 100% Affordable throughout the Term of the loan

-Loan may be pre-paid without penalty at any point during the Term of the l

-In the event of a sale or refinancing of the property, loan must be re-paid in Authority

Interest Payment	Principle Payment	Total Payment	Payment Due	End Balance
\$0.00	\$0.00	\$0.00	N/A	\$840,000.00
\$33,600.00	\$0.00	\$33,600.00	3/1/2026	\$840,000.00
\$33,600.00	\$0.00	\$33,600.00	3/1/2027	\$840,000.00
\$33,600.00	\$0.00	\$33,600.00	3/1/2028	\$840,000.00
\$33,600.00	\$0.00	\$33,600.00	3/1/2029	\$840,000.00
\$33,600.00	\$0.00	\$33,600.00	3/1/2030	\$840,000.00
\$33,600.00	\$0.00	\$33,600.00	3/1/2031	\$840,000.00
\$33,600.00	\$0.00	\$33,600.00	3/1/2032	\$840,000.00
\$33,600.00	\$22,939.61	\$56,539.61	3/1/2033	\$817,060.39
\$32,682.42	\$23,857.19	\$56,539.61	3/1/2034	\$793,203.20
\$31,728.13	\$24,811.48	\$56,539.61	3/1/2035	\$768,391.72
\$30,735.67	\$25,803.94	\$56,539.61	3/1/2036	\$742,587.78
\$29,703.51	\$26,836.10	\$56,539.61	3/1/2037	\$715,751.69
\$28,630.07	\$27,909.54	\$56,539.61	3/1/2038	\$687,842.14
\$27,513.69	\$29,025.92	\$56,539.61	3/1/2039	\$658,816.22
\$26,352.65	\$30,186.96	\$56,539.61	3/1/2040	\$628,629.26
\$25,145.17	\$31,394.44	\$56,539.61	3/1/2041	\$597,234.83
\$23,889.39	\$32,650.21	\$56,539.61	3/1/2042	\$564,584.61
\$22,583.38	\$33,956.22	\$56,539.61	3/1/2043	\$530,628.39
\$21,225.14	\$35,314.47	\$56,539.61	3/1/2044	\$495,313.92
\$19,812.56	\$36,727.05	\$56,539.61	3/1/2045	\$458,586.87
\$18,343.47	\$38,196.13	\$56,539.61	3/1/2046	\$420,390.73
\$16,815.63	\$39,723.98	\$56,539.61	3/1/2047	\$380,666.75
\$15,226.67	\$41,312.94	\$56,539.61	3/1/2048	\$339,353.82
\$13,574.15	\$42,965.46	\$56,539.61	3/1/2049	\$296,388.36
\$11,855.53	\$44,684.07	\$56,539.61	3/1/2050	\$251,704.29
\$10,068.17	\$46,471.44	\$56,539.61	3/1/2051	\$205,232.85
\$8,209.31	\$48,330.29	\$56,539.61	3/1/2052	\$156,902.56
\$6,276.10	\$50,263.51	\$56,539.61	3/1/2053	\$106,639.05
\$4,265.56	\$52,274.05	\$56,539.61	3/1/2054	\$54,365.01
\$2,174.60	\$54,365.01	\$56,539.61	3/1/2055	\$0.00

or than 12 months

ardless of project status

business or project status

following year

non-payment of Principal in Year 1 through Year 7 and prevent a balloon

loan

full unless an exception is granted at the sole discretion of the Arvada Housing

ASSET MANAGEMENT FEE PREPAYMENT (formerly, PILOT)

Asset Management Fee Terms

Units	72
PUPA	\$85.00
Growth	3%

Prepayment

Prepayment Period (yrs.)	20
Discount Rate	2.25%
NPV AM Fees	\$131,316.44
Negotiated Prepayment	\$125,000.00
Prepayment Discount	5%

>applies to Year 1-20 only, not to be continued

Year	Fee	Undiscounted AM Fee	Discounted	NPV
1	\$6,120		\$6,120.00	
2	\$6,304		\$6,164.89	
3	\$6,493		\$6,210.11	
4	\$6,687		\$6,255.66	
5	\$6,888		\$6,301.55	
6	\$7,095		\$6,347.77	
7	\$7,308		\$6,394.33	
8	\$7,527		\$6,441.23	
9	\$7,753		\$6,488.48	
10	\$7,985		\$6,536.07	
11	\$8,225		\$6,584.01	
12	\$8,472		\$6,632.30	
13	\$8,726		\$6,680.95	
14	\$8,987		\$6,729.96	
15	\$9,257		\$6,779.32	
16	\$9,535		\$6,829.05	
17	\$9,821		\$6,879.14	
18	\$10,115		\$6,929.60	
19	\$10,419		\$6,980.42	
20	\$10,731	\$164,447	\$7,031.62	\$131,316.44

Reinstating the Asset Management Fee in Year 21

Year	21
PUPA	\$153.52
Fee	\$11,053.40

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

Holly A. Stocker, Esq.
Winthrop and Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402

SUBORDINATION AND STANDSTILL AGREEMENT (SWAP)

THIS SUBORDINATION AND STANDSTILL AGREEMENT (SWAP) (this “**Agreement**”) is entered into this ____ day of _____, 2023, by and among (i) CEDAR RAPIDS BANK AND TRUST COMPANY, an Iowa state-chartered banking corporation (together with its successors and/or assigns, the “**Senior Lender**”), (ii) ARVADA HOUSING AUTHORITY, a housing authority created pursuant to Colorado Housing Authority Laws C.R.S. § 29-4-201 et. seq. (the “**Subordinate Lender**”), and (iii) LEGACY-ARVADA PARTNERS, LP a Colorado limited partnership (the “**Borrower**”).

Recitals

A. The Borrower owns a fee simple interest in a multifamily affordable housing development (the “**Project**”) located in Arvada, Colorado, more particularly described in Exhibit A attached hereto.

B. Colorado Housing and Finance Authority, a body corporate and politic of the state of Colorado (“**Issuer**”), entered into that certain [_____] dated as of _____, 20____ in connection with the issuance of certain [Multifamily Housing Revenue Bonds, Series 2021] dated as of _____, in the aggregate principal amount of \$_____.

C. The Bonds are being purchased by First Bank of Wyoming, a division of Glacier Bank, pursuant to the Trust Indenture, the proceeds of which shall be used by the Issuer to make a loan to the Borrower in the original principal amount of the Bonds (the “**Senior Loan**”).

D. In connection with the making of the Senior Loan, Senior Lender and Borrower have entered into an ISDA Master Agreement dated as of [____], 2023, together with an applicable schedules and any other documents executed in connection therewith (the “**Swap Documents**”).

E. The Swap Documents are secured by that certain Swap Deed of Trust, Assignment of Rents and Security Agreement dated of even date herewith by the Borrower in favor of the Senior Lender (the “**Senior Deed of Trust**”).

F. The Borrower has requested the Senior Lender to permit the Subordinate Lender to make a subordinate loan to the Borrower in the amount of \$840,000 (the “**Subordinate Loan**”).

and to secure the Subordinate Loan by, among other things, placing a mortgage lien against the Property.

G. The Subordinate Loan will be evidenced by that certain Promissory Note (the “**Subordinate Note**”), dated as of [_____], 2023 made by Borrower to the order of Subordinate Lender.

H. The Subordinate Loan will be secured by that certain Deed of Trust dated as of [_____], 2023 by Borrower in favor of Subordinate Lender (the “**Subordinate Deed of Trust**”).

I. The Senior Lender has agreed to permit the Subordinate Lender to make the Subordinate Loan and to place a subordinate mortgage lien against the Property subject to all of the conditions contained in this Agreement.

NOW, THEREFORE, in order to induce the Senior Lender to permit the Subordinate Lender to make the Subordinate Loan to the Borrower and to place a subordinate mortgage lien against the Property, and in consideration thereof, the Senior Lender, the Subordinate Lender and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

“Affiliate” means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term “control” for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

“Borrower” means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property after the date of this Agreement.

“Business Day” means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

“Default Notice” means: (a) a copy of the written notice from the Senior Lender to the Borrower stating that a Senior Loan Default has occurred under the Swap Documents; or (b) a copy of the written notice from the Subordinate Lender to the Borrower stating that

a Subordinate Loan Default has occurred under the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

“Person” means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

“Senior Lender” means the Person named as such in the first paragraph on page 1 of this Agreement. When any other Person becomes the legal holder of the Swap Documents, such other Person shall automatically become the Senior Lender.

“Senior Loan Default” means the occurrence of an “Event of Default” as that term is defined in the Senior Loan Documents.

“Senior Loan Documents” means the Swap Documents, the Senior Deed of Trust and all other documents evidencing, securing or otherwise executed and delivered in connection with the Swap Documents.

“Subordinate Lender” means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

“Subordinate Loan Default” means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

“Subordinate Loan Documents” means the Subordinate Note, the Subordinate Deed of Trust and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

2. Permission to Place Deed of Trust Lien Against Property.

The Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit the Subordinate Lender to record the Subordinate Deed of Trust and other recordable Subordinate Loan Documents against the Property (which are subordinate in all respects to the lien of the Senior Deed of Trust) to secure the Borrower’s obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of the Borrower to the Subordinate Lender under and in connection with the Subordinate Loan. Such permission is subject to the condition that each of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is true and correct on the date of this Agreement and on the date on which the proceeds of the Subordinate Loan are disbursed to the Borrower. If any of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is not true and correct on both of those dates, the provisions of the Senior Deed of Trust and Senior Loan Documents applicable to unpermitted liens on the Property shall apply.

3. Borrower's and Subordinate Lender's Representations and Warranties.

The Borrower and the Subordinate Lender each makes the following representations and warranties to the Senior Lender:

(a) Subordinate Note. The Subordinate Note shall be deemed to contain the following provision:

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by an ISDA Master Agreement dated [_____], 2023 by and between Borrower and Cedar Rapids Bank and Trust Company (the "ISDA Master Agreement"), to the extent and in the manner provided in that certain Subordination and Standstill Agreement of even date herewith between the Borrower, Subordinate Lender and the Senior Lender (the "Subordination Agreement"). The Deed of Trust securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Deed of Trust securing the Note as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Deed of Trust securing the obligations under the ISDA Master Agreement are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of this Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender (as defined in the Subordination Agreement) under the Subordination Agreement.

(b) Relationship of Borrower to Subordinate Lender and Senior Lender. The Subordinate Lender is not an Affiliate of the Borrower and is not in possession of any facts which would lead it to believe that the Senior Lender is an Affiliate of the Borrower.

(c) Term. The term of the Subordinate Note does not end before 6 months after the term of the Swap Documents.

(d) Subordinate Loan Documents. The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents.

(e) Senior Loan Documents. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents.

4. Terms of Subordination.

(a) Agreement to Subordinate. The Senior Lender and the Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the Senior Loan Documents, and (ii) the Subordinate Deed of Trust and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Deed of Trust and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Deed of Trust and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Deed of Trust, curing defaults by the Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Deed of Trust, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Property).

(b) Subordination of Subrogation Rights. The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the Senior Deed of Trust, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Deed of Trust.

(c) Payments Before Senior Loan Default. Until the Subordinate Lender receives a Default Notice of a Senior Loan Default from the Senior Lender, the Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents. Such payments include scheduled principal payments and the Subordinate Lender agrees that Subordinate Loan does not include any hyper-amortization feature. Such payments include simple, non-compounding, interest. Such payments are payable only from surplus cash flow after the payment of operating expenses, replacement reserve contributions, contributions to escrow accounts, and debt service on the Senior Loan from the operation of the Property.

(d) Payments After Senior Loan Default. The Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Deed of Trust) without the Senior Lender's prior written consent. The Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender with written instructions directing the Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Deed of Trust) without the Senior Lender's prior written consent. If the Subordinate Lender receives written notice from the Senior Lender that the Senior Loan Default which gave

rise to the Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Senior Lender, the restrictions on payment to the Subordinate Lender in this Section 4 shall terminate, and the Senior Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Default Notice from the Senior Lender in accordance with the provisions of this Section 4(d).

(e) Remitting Subordinate Loan Payments to Senior Lender. If, after the Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies the Subordinate Lender in writing, will be promptly remitted, in kind to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse and remit any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by the Subordinate Lender, and remitted to the Senior Lender under this Section 4, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Agreement Not to Commence Bankruptcy Proceeding. The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without the Senior Lender's prior written consent.

5. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. The Subordinate Lender shall deliver to the Senior Lender a Default Notice within five Business Days in each case where the Subordinate Lender has given a Default Notice to the Borrower. Failure of the Subordinate Lender to send a Default Notice to the Senior Lender shall not prevent the exercise of the Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within 60 days following the date of such notice; provided, however that the Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents to the extent permitted under Section 5(b). All amounts paid by the Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the Senior Deed of Trust.

(b) Subordinate Lender's Agreement to Standstill. If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender agrees that, without the Senior Lender's prior written consent, it will not accelerate the Subordinate Loan, commence foreclosure proceedings with respect to the Property, collect rents, appoint (or seek the appointment of) a receiver or institute any other collection or enforcement action.

(c) Cross Default. The Borrower and the Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If the Subordinate Lender notifies the Senior Lender in writing that any Subordinate Loan Default of which the Senior Lender has received a Default Notice has been cured or waived, as determined by the Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Swap Documents shall be reinstated, provided, however, that the Senior Lender shall not be required to return or otherwise credit for the benefit of the Borrower any default rate interest or other default related charges or payments received by the Senior Lender during such Senior Loan Default.

6. Default Under Senior Loan Documents.

(a) Notice of Default and Cure Rights. The Senior Lender shall deliver to the Subordinate Lender a Default Notice within five Business Days in each case where the Senior Lender has given a Default Notice to the Borrower. Failure of the Senior Lender to send a Default Notice to the Subordinate Lender shall not prevent the exercise of the Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. The Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default as provided below. Subordinate Lender may have up to 30 days from the date of the Default Notice to cure any monetary default under the Senior Loan Documents; provided, however, that the Senior Lender shall be entitled during such 30-day period to continue to pursue its remedies with respect to the Property. Subordinate Lender may have up to 60 days from the date of the Default Notice to cure a non-monetary default if during such 60-day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Property, or Senior Lender's secured position relative to the Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 60-day period all available rights and remedies to protect and preserve the Property and the rents, revenues and other proceeds from the Property. All amounts paid by the Subordinate Lender to the Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Deed of Trust.

(b) Cross Default. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default

shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until the Senior Lender has taken affirmative action to exercise its rights under the Senior Deed of Trust to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Deed of Trust. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any Senior Loan Default to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

7. Conflict.

The Borrower, the Senior Lender and the Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Property; (b) the timing of the exercise of remedies by the Senior Lender and the Subordinate Lender under the Senior Deed of Trust and the Subordinate Deed of Trust, respectively; and (c) solely as between the Senior Lender and the Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which the Senior Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give the Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

8. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest. The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right to advance funds to cure Senior Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to the Subordinate Deed of Trust for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Property and curing other defaults by the Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a “Taking”); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a “Casualty”), at any time or times when the Senior Deed of Trust remains a lien on the Property the following provisions shall apply:

(1) The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender’s rights under the Senior Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied to payment of the costs and expenses of repair and restoration in the manner determined by the Senior Lender in its sole discretion; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Swap Documents shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail.

(c) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon the Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender’s interest in the Subordinate Loan without the Senior Lender’s consent shall be void ab initio and of no effect whatsoever and Subordinate Lender agrees that it shall not transfer or assign the Subordinate Loan or the Subordinate Loan Documents without the prior written consent of the Senior Lender.

9. Stabilization, Modification or Refinancing of Senior Loan.

The Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money.

10. Default by the Subordinate Lender or Senior Lender.

If the Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

11. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as “notices” and referred to singly as a “notice”) which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:

Cedar Rapids Bank and Trust Company
500 1st Avenue NE, Suite 100
Cedar Rapids, Iowa 52401
Attention: Michael J. Goerd

With a copy to:

Winthrop & Weinstine, P.A.
225 South 6th Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: Holly A. Stocker, Esq.

SUBORDINATE LENDER:

Arvada Housing Authority
8101 Ralston Road
Arvada, Colorado 80002
Attention: Chairperson

With a copy to:

Arvada City Attorney
8101 Ralston Road
Arvada, CO 80002
Attention: City Attorney

BORROWER:

Legacy-Arvida Partners, LP
209 S. 19th Street, Suite 100
Omaha, Nebraska 68102
Attention: General Partner

With a copy to:

[]
[]
[]

Attention: []

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

12. General.

(a) Assignment/Successors. This Agreement shall be binding upon the Borrower, the Senior Lender and the Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.

(b) No Partnership or Joint Venture. The Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute the Senior Lender as a joint venturer or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent. Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever the Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances. The Subordinate Lender, the Senior Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Deed of Trust is subordinate to the lien, covenants and conditions of the Senior Deed of Trust, or to further evidence the intent of this Agreement.

(e) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located.

(g) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Deed of Trust; or (iv) the acquisition by the Subordinate Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Deed of Trust, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SENIOR LENDER:

CEDAR RAPIDS BANK AND TRUST
COMPANY, an Iowa state-chartered
banking corporation

By: _____
Michael J. Goerdts
Vice President

STATE OF IOWA)
)
COUNTY OF LINN)

The foregoing instrument was acknowledged before the this ____ day of _____, 2023, by Michael J. Goerdts, a Vice President of Cedar Rapids Bank and Trust Company, an Iowa state-chartered banking corporation, on behalf of said state-chartered banking corporation.

Notary Public

SUBORDINATE LENDER:

ARVADA HOUSING AUTHORITY, a
housing authority created pursuant to Colorado
Housing Authority Laws C.R.S. § 29-4-201 et.
seq.

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2023, by
_____, the _____ of the Arvada Housing Authority, a housing
authority created pursuant to Colorado Housing Authority Laws C.R.S. § 29-4-201 et. seq., for
and on behalf of said housing authority.

Notary Public

BORROWER:

LEGACY-ARVADA PARTNERS, LP, a
Colorado limited partnership

By: _____
Name: _____
Its: _____

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2023, by
_____, the _____ of Legacy-Arvada Partners, LP, a Colorado limited
partnership, for and on behalf of said limited partnership.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

LOT 2A, RAVINIA PARK LEGACY SUBDIVISION AMENDMENT NO. 1, ARVADA, CO
80003

Street Address (informational only): 5353 W. 63rd Ave., Arvada, Colorado 80003

WHEN RECORDED MAIL TO:

First Bank of Wyoming,
a Division of Glacier Bank
245 E. First Street
P.O. Box 907
Powell, WY 82435

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is entered into as of [CLOSING DATE], by and between the **Arvada Housing Authority**, a housing authority created pursuant to Colorado Housing Authority Laws C.R.S. § 29-4-201 *et. seq.* ("Junior Lender"), **First Bank of Wyoming, a Division of Glacier Bank**, its successors and assigns ("Senior Lender"), and **Legacy-Arvada Partners, Limited Partnership**, a Colorado limited partnership ("Borrower").

RECITALS

A. Borrower and Senior Lender have entered or will enter into an Amended and Restated Loan Agreement dated as of [CLOSING DATE], (as it may be amended, restated, modified, or supplemented from time to time, the "Loan Agreement"), pursuant to which Senior Lender has agreed to extend to Borrower a loan in the principal amount of \$15,800,00.00 (the "Loan").

B. To secure its obligations under the Loan Agreement and the Promissory Note made by Borrower and payable to the order of Senior Lender dated [CLOSING DATE], in the principal amount of \$15,800,000.00, Borrower entered into or will enter into, contemporaneously with their execution of this Agreement, an Amended and Restated Deed of Trust, an Amended and Restated Assignment of Rents, an Amended and Restated Security Agreement, and other ancillary loan documents, each dated [CLOSING DATE].

C. It is a condition precedent to the obligation of Senior Lender to make the Loan in accordance with the terms of the Loan Agreement that this Agreement be executed and delivered to Senior Lender by Junior Lender.

D. Junior Lender expects to derive benefits from the making of the Loan to Borrower by Senior Lender and finds it advantageous, desirable and in Junior Lender's best interest to comply with the requirement that Junior Lender executes this Agreement and delivers it to Senior Lender.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and in order to induce Senior Lender to enter into the Loan Agreement and to make the Loan to Borrower, Junior Lender hereby agrees with Senior Lender for Senior Lender's benefit as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meaning indicated:

- (a) "Agreement": As defined in the introductory paragraph of this Agreement.
- (b) "Borrower": As defined in the introductory paragraph of this Agreement.
- (c) "Junior Lender": As defined in the introductory paragraph of this Agreement.
- (d) "Junior Debt": All liabilities and obligations of Borrower to Junior Lender, howsoever created, arising, or evidenced, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising or incurred, including without limitation all obligations of Borrower to Junior Lender under the Junior Notes, and any renewals, refinancings, or replacements thereof.
- (e) "Junior Lien": All liens or encumbrances securing or collateralizing the Junior Debt, or any part of the Junior Debt, including without limitation the following that certain Deed of Trust, Loan Agreement, and Promissory Note made as of [DATE], by and between Borrower, the Trustee, and Junior Lender and describing the Real Property to secure the repayment of the indebtedness evidenced by the Junior Note and recorded _____, 2023, under Document No. _____, and any renewals, refinancings, amendments, restatements, or replacements thereof.
- (f) "Junior Note": That certain Promissory Note made by Borrower and payable to the order of Junior Lender, dated [DATE], in the original principal amount of \$840,000.00 and any renewals, refinancings, amendments, restatements, or replacements thereof.
- (g) "Loan": As defined in Recital A to this Agreement.
- (h) "Loan Agreement": As defined in Recital A to this Agreement.
- (i) "Obligations": As defined in Section 4 of this Agreement.
- (j) "Real Property": The land described on Exhibit A to this Agreement, together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, tenements, hereditaments, privileges and appurtenances thereunto belonging.

(k) “Senior Debt”: All obligations of Borrower to Senior Lender under the Loan Agreement and any documents or instruments entered into or delivered in connection with the Loan Agreement.

(l) “Senior Lien”: All liens or encumbrances securing or collateralizing the Senior Debt, or any part of the Senior Debt, including without limitation, that certain Amended and Restated Deed of Trust, that certain Amended and Restated Assignment of Rents, that certain Amended and Restated Security Agreement, and other ancillary loan documents, each dated [CLOSING DATE], by and between Borrower, the Trustee and Senior Lender, as applicable, describing the Real Property and other collateral to secure the Senior Debt, recorded [RECORDING DATE], under Document Nos. _____, and _____, as they may be amended, restated, modified, or supplemented from time to time pursuant to their terms.

(m) “Senior Lender”: As defined in the introductory paragraph of this Agreement.

(n) “Trustee”: [_____] , whose address is [_____].

2. Other Defined Terms. All terms used in this Agreement which are not specifically defined in this Agreement shall have the meaning assigned to them in the Loan Agreement.

3. Lien Priority. The Senior Lien and any and all extensions, renewals, modifications, or replacements of the Senior Lien shall be and at all times remain a lien or charge on the Real Property prior and superior to the Junior Liens. Junior Lender intentionally and unconditionally waives, relinquishes, and subordinates the priority and superiority of the Junior Lien to the Senior Lien. The priorities set forth in this Section 3 are applicable irrespective of: (a) the time, manner, or method of creation, attachment or perfection of any of the liens or security interests created under or in respect of the Senior Lien; (b) the time, manner, method or order of the filing or recording of the Senior Lien and the Junior Lien or the taking of any other actions, to perfect or protect any liens or security interests in the Real Property; and (c) the rules for determining priority under any requirements of law governing or determining the relative priorities of creditors (including, without limitation, any insolvency laws).

4. Continuing Nature of Subordination. This Agreement shall be effective and may not be terminated or otherwise revoked by Junior Lender until all of Borrower’s obligations to Senior Lender related to the Loan (the “Obligations”) shall have been fully paid and discharged and all financing arrangements between Borrower and Senior Lender have been terminated. This is a continuing agreement of subordination and Senior Lender may continue, at any time and without notice to Junior Lender, to extend credit or other financial accommodations and loan monies to or for the benefit of Borrower in reliance on this Agreement.

5. Additional Agreements Between Senior Lender and Borrower. Junior Lender hereby consents and agrees to any agreement or arrangement, in which Senior Lender waives, postpones, extends, reduces, or modifies any provisions of the documents related to the Senior Debt, including any provision requiring the payment of money. Senior Lender, at any time and

from time to time, may enter into such agreement or agreements with Borrower as Senior Lender may deem proper, increasing the amount of, extending the time of payment of or renewing or otherwise altering the terms of all or any of the Obligations or affecting any security underlying any or all of the Obligations, and may exchange, sell, release, surrender or otherwise deal with any such security, without in any way thereby impairing or affecting this Agreement.

6. Subordination of Junior Debt. The payment and performance of the Junior Debt is hereby subordinated to the payment and performance of the Senior Debt in accordance with this Agreement. Prior to any Event of Default, Junior Lender may receive payment from Borrower in respect of the Junior Debt. Upon and during the continuance of any Event of Default, Junior Lender will not ask, demand, sue for, take or receive from Borrower or any other person liable for all or any part of the Senior Debt, by setoff or in any other manner, the whole or any part of the Junior Debt, or any monies which may now or hereafter be owing in respect of the Junior Debt (whether such amounts represent principal or interest, or obligations which are due or not due, direct or indirect, absolute or contingent). Junior Lender will not ask, demand, sue for, take, or receive from Borrower, or any other person liable for all or any part of the Senior Debt any security for the Junior Debt or any negotiable instrument for the Junior Debt, unless and until all of the Senior Debt shall have been fully paid and satisfied and all financing arrangements between Borrower and Senior Lender have been terminated.

7. Payments Received by Junior Lender. If Junior Lender receives any payment or distribution or security or instrument or proceeds thereof upon or with respect to the Junior Debt prior to the payment in full of the Senior Debt and termination of all financing arrangements between Borrower and Senior Lender, except as may be permitted under this Agreement, Junior Lender shall receive and hold the same in trust, as trustee, for the benefit of Senior Lender and shall forthwith deliver the same to Senior Lender in precisely the form received (except for the endorsement or assignment by Junior Lender where necessary), for application on any of the Senior Debt, due or not due and, until so delivered, the same shall be held in trust by Junior Lender as the property of Senior Lender. In the event of the failure of Junior Lender to make any endorsement or assignment to Senior Lender, Senior Lender, or any of its officers or employees, is hereby irrevocably authorized to make the same.

8. Junior Debt Owed Only to Junior Lender. Junior Lender warrants and represents that Junior Lender has not previously assigned any interest in the Junior Debt, that no other person owns an interest in the Junior Debt (whether as joint holders of Junior Debt, participants or otherwise) and that the entire Junior Debt is owing only to Junior Lender. Junior Lender further covenants that the entire Junior Debt shall continue to be owing only to Junior Lender unless it is assigned, in whole or in part, (which assignment may occur without the prior consent of Senior Lender) to a person who agrees with Senior Lender to be bound by the subordination provisions set forth herein.

9. Notice of Default. Junior Lender will deliver to Senior Lender written notice of any default under the Junior Debt.

10. Subordination of Subrogation Rights. Without limiting any other provision of this Agreement, Junior Lender agrees that if, by reason of payment by Junior Lender of real estate

taxes or other monetary obligations of Borrower pursuant to the documents related to the Junior Debt or by reason of Junior Lender's exercise of any other right or remedy under the documents related to the Junior Debt, Junior Lender acquires by right of subrogation or otherwise a lien or encumbrance on the Property or the Project that, but for this Section 10, would be considered senior to the lien or liens of any of the documents related to the Senior Debt, in that event, such lien or encumbrance of Junior Lender shall be subject and subordinate to Senior Lien and the other documents related to the Senior Debt.

11. Further Documents. Upon the demand of Senior Lender from time to time, Junior Lender shall further execute whatever instruments and/or documents are reasonably required by Senior Lender in order to evidence that the Junior Lien is subject and subordinate to the lien, terms, covenants, and conditions of the Senior Lien.

12. Waivers. Junior Lender expressly waives all notice of the acceptance by Senior Lender of this Agreement and all other notices not specifically required pursuant to the terms of this Agreement. Senior Lender shall be entitled to manage and supervise the Obligations and other financial accommodations to Borrower without regard to the existence of any rights that Junior Lender may now or hereafter have in or to any of the assets of Borrower.

13. Conflict. Each party hereto agrees that, in the event of any conflict or inconsistency between the terms or application of the documents related to the Senior Debt, the terms or application of the documents related to the Junior Debt, and the terms of this Agreement, the terms of this Agreement shall govern and control, including, but not limited to: (a) the relative priority of the security interests of Senior Lender on the one hand and Junior Lender on the other hand, in the Real Property; (b) the timing of the exercise of remedies by Senior Lender and Junior Lender under the documents related to the Senior Debt, including without limitation the Senior Lien; and (c) all other rights and obligations that Senior Lender and Junior Lender have agreed to pursuant to this Agreement.

14. Miscellaneous.

(a) **Notices.** All notices and demands required or permitted to be given to or made upon any party hereto under this Agreement shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, or by telecopier, and shall be deemed to be given on the day that such writing is delivered or sent to the intended recipient thereof in accordance with the provisions of this subsection. Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this subsection, notices and demands in writing shall be given to or made upon the respective parties hereto at their respective addresses (or to their respective telecopier numbers) set forth below:

If to Junior Lender:	Arvada Housing Authority Attn: Executive Director 8101 Ralston Rd, Arvada, CO 80002
----------------------	--

With copy to: Arvada Housing Authority
Attn: City Attorney
8101 Ralston Rd,
Arvada, CO 80002

If to Senior Lender: _____

(b) **Successors, Assigns, Modifications.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Agreement may be amended or modified only in writing signed by all parties hereto. No amendment, waiver, or consent shall, without the prior written consent of Senior Lender: (i) subordinate or have the effect of subordinating any Obligations to any other indebtedness or obligations of any other party; or (ii) subordinate or have the effect of subordinating the Senior Lien to any other lien or encumbrance related to any other indebtedness or obligations of any other party.

(c) **Severability of Provisions.** If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such waiver or other provision or any remaining provisions of this Agreement.

(d) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

(e) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

(f) **Authority.** Each party hereby represents that all legal action necessary for the execution of this Agreement by such party has been duly taken and that the person(s) signing below on behalf of such party is duly authorized to execute this Agreement.

(g) **Entire Agreement.** This Agreement contains the whole and only agreement between the parties with regard to the subordination of the Junior Lien to the Senior Lien and shall supersede and cancel any prior agreements as to such, or any, subordination. Junior Lender has not relied on any inducements or assurances from Senior Lender, Borrower, or anyone in executing this Agreement, other than as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and this Agreement is dated as of the Closing Date.

{Signature page(s) to follow}

BORROWER:

SENIOR LENDER:

JUNIOR LENDER:

Arvada Housing Authority

Chairperson of Arvada Housing Authority /Mayor of Arvada

ATTEST:

Kristen Rush, City Clerk

**Approved as to Form
Rachel A Morris, City Attorney**

By: _____

EXHIBIT A

Legal Property Description

The following real estate located in the City of Arvada, County of Jefferson, State of Colorado:

LOT 2A, RAVINIA PARK LEGACY SUBDIVISION AMENDMENT NO. 1, ARVADA, CO 80003

Street Address (informational only): 5353 W. 63rd Ave., Arvada, Colorado 80003