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**OAKWOOD SENIOR HOUSING
SUBDIVISION IMPROVEMENTS AGREEMENT**

DATE: October 20, 2020.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town"), and

DOUGLAS COUNTY HOUSING PARTNERSHIP, OAKWOOD APARTMENTS ENTERPRISE, a Colorado multi-jurisdictional housing authority and enterprise of said authority, 9350 Heritage Hills Circle, Lone Tree, Colorado 80124 ("Subdivider").

MORTGAGEE: with subordination from **FIRSTBANK**, a Colorado state banking corporation, (Attn: Jennifer Luce, EVP) 12345 W. Colfax Avenue, Lakewood, Colorado 80215, as mortgagee (individually, a "Mortgagee"); and

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, a Colorado political subdivision, 100 Third Street, Castle Rock, CO 80104, as mortgagee (individually, a "Mortgagee," and collectively, with FirstBank, "Mortgagees").

RECITALS:

A. Subdivider desires to plat certain property as the Oakwood Senior Housing subdivision ("Subdivision"), more particularly described in the attached *Exhibit 1* ("Property").

B. The subdivision regulations of the Castle Rock Municipal Code require that the Subdivider construct the public improvements necessary to provide municipal utilities and services to the Subdivision in accordance with Town regulations. By this Agreement the parties address the conditions for construction of such improvements and certain other issues concerning development of the Subdivision.

C. This Agreement is intended to protect the Town from any liability or cost which may result from the failure of the Subdivider to complete construction of such public improvements to Town standards. This Agreement is not made for the benefit of any other party, subject to Section 17 hereof, and Town makes no representation to any owner of a lot or tract within the Subdivision that all necessary Subdivision infrastructure will be completed by the Town in the event of a default by Subdivider.

D. Mortgagees are parties to this Agreement solely for the purpose of subordinating their deed of trust liens and interests in the Property to the terms and conditions of this Agreement.

COVENANTS:

NOW, THEREFORE, in consideration of these mutual promises, the parties agree and covenant as follows:

Section 1. Definitions. The following words when capitalized in the text shall have the meanings indicated:

Agreement: this Oakwood Senior Housing Subdivision Improvements Agreement.

Code: the Castle Rock Municipal Code, as amended.

Conveyance Document: document in the form attached as *Exhibit 2*.

Development Exactions: the fees and charges imposed by Town under the Town Regulations on development, including the Development Impact and System Development Fees.

Development Impact Fees: the fees currently imposed under Chapter 3.16 of the Code.

Director: the Director of Development Services, or designee.

Improvements: the water, wastewater, storm water drainage, transportation, Landscaping or other systems or infrastructure required to serve the Subdivision as identified and described in the Plans (whether on-site or off-site), which upon their completion are to be dedicated to the Town for operation and maintenance by the Town.

Landscaping: the landscaping required on public areas, streetscapes, or tracts as prescribed in the Site Development Plan, including any landscaping guidelines.

Phasing Plan: the depiction or description in the Plans of the phases and the Improvements to be constructed with each phase, as approved by the Director or designee.

Plans: the description of the Improvements on the construction drawings approved concurrently with the Plat and related documents.

Plat: the final subdivision plat for the Subdivision as approved by the Town.

Property: the property described in the attached *Exhibit 1*.

Records: the public records of Douglas County, Colorado maintained by the Clerk and Recorder.

Site Development Plan: the site development plan for all or any portion of the Subdivision as approved by the Town.

Subdivision: the Oakwood Senior Housing subdivision.

System Development Fees: the fees and charges imposed under Title 13 of the Code as a condition to connection to the Town's water, wastewater, and stormwater drainage systems.

Town Regulations: the Code, inclusive of the Town technical design criteria manuals, as the same may be amended from time to time.

Certain other terms are defined elsewhere in this Agreement. Section references are to the numbered sections of this Agreement.

Section 2. Construction of Improvements. The Improvements shall be constructed in strict accordance with the Plans, or to the extent not otherwise provided in the Plans, in accordance with applicable Town Regulations. The Improvements may be constructed in phases in accordance with the applicable Phasing Plan, if any. If so approved by the Director, a sub-Phasing Plan may be implemented such that Improvements are developed only as necessary to service specific sub-phases.

In the event Subdivider has not obtained all necessary Town permits and approvals and commenced construction of at least one of the Phases within one year of the date of recordation of this Agreement, the Town's authorization under this Agreement shall lapse. As a condition to commencement of construction of any of the Improvements thereafter, Subdivider shall demonstrate to the Town Council good cause for the delay and its good faith intention and financial ability to proceed and complete the Improvements for the Subdivision; provided that Subdivider shall not be required to resubmit a land use application for the Subdivision.

Improvements must be completed not later than one year after the date of issuance of the first construction permit for such Phase, provided that the completion date may be extended by the Director for up to 6 months if justified due to adverse weather, material unavailability, or other unanticipated and unavoidable circumstances beyond the control of Subdivider, as determined by the Director.

Section 3. Restrictions Pending Completion of Improvements. The Property shall not qualify for building permits until the Improvements are substantially completed, except when authorized by the Director, as further provided in this section. Substantial completion occurs when the Improvements are functional and operable in all material respects, although not completed to the standard required for formal acceptance by the Town for operation and maintenance. The Property shall not qualify for certificates of occupancy unless the Improvements have been initially accepted by the Town as provided in section 4.

The Director, in his/her absolute discretion, may authorize issuance of one or more designated building permits prior to substantial completion, if unusual and unanticipated circumstances warrant granting a relaxation of the substantial completion requirement. In such event, the Director may

impose the condition that all work must cease under such building permit if the Improvements are not substantially completed by the date specified in the permit. In no event shall the Director authorize the issuance of a building permit unless there is adequate emergency access to the site and the water system is completed sufficiently to provide adequate fire flows for fire protection.

Section 4. Acceptance of Improvements. Upon substantial completion of the Improvements, Subdivider may request inspection. Town shall make inspection within five (5) working days of the date Subdivider requests such inspection, and Town shall notify Subdivider of non-conforming work within five (5) working days after the inspection is made. Subdivider shall have thirty (30) days from the date of receipt of Town's inspection report to remedy the non-conforming work unless the remedial work is delayed due to weather conditions, in which event the work shall be completed as soon as reasonably feasible thereafter.

With cure of non-conforming work, receipt of record drawings and initial acceptance of the Improvements by Town, Subdivider shall promptly convey its interest in the Improvements by document in the form attached as *Exhibit 2*. With conveyance of the Improvements and receipt of the warranty surety, the applicable warranty period commences.

Section 5. Improvements Security. In accordance with Town Regulations, Subdivider shall provide Town with a letter of credit, cash escrow deposit or performance bond to secure construction of the Improvements. The amount of the Security shall be dependent on the form of Security provided, calculated in accordance with the Town Regulations ("Security"). The form of the Security is subject to approval by the Town Attorney. The Security shall be irrevocable for a period or term extending 60 days beyond the Completion Date. "Completion Date" shall mean the date the Town gives initial acceptance for the Improvements. Security which has a term expiring on or before 60 days after the Completion Date shall contain a provision that unless renewed or substitute Security is provided, prior to its expiration date, it may be called by the Town for lack of adequate Security. The Security shall be delivered to Town prior to and as a condition of the issuance of the first public works permit. The warranty portion of the Security shall be released as authorized in the Town Regulations.

The purpose of the Security is to provide Town with the financial resources to mitigate any public health and safety hazards and/or re-grade and re-vegetate the Subdivision and/or complete construction or installation of any of the Improvements, should Subdivider default in its obligation to complete the Improvements (the "Remedial Work"). The Town retains the absolute discretion to determine what Remedial Work, if any is undertaken by Town on the Improvements, in the event of such default. Any portion of the Security not utilized in the Remedial Work shall be returned to the obligor on the Security, or in the event a letter of credit or cash escrow is furnished by Subdivider, to Subdivider.

Upon the date of a fully executed Conveyance Document, the Security shall be reduced to 15% of the actual construction cost of the Improvements in accordance with Town Regulations. The warranty portion of the Security shall be released as authorized in the Town Regulations. Pursuant to Section 15.50.030.A of the Code, the Town Manager has determined that with respect to Permit No. CON20-0039 only minimal public improvements are required to support the provision of municipal

and public utility services to the Subdivision. Accordingly, with respect to Permit No. CON20-0039 the Town Manager has waived the public improvements security otherwise required by Chapter 15.58 of the Code.

Section 6. Landscaping.

(a) Landscaping is required in connection with the Improvements and in connection with the private improvements on the Property as follows:

1. Subdivider shall make commercially reasonable efforts to complete all Landscaping pertaining to the Improvements prior to initial acceptance of the Improvements as prescribed in the Plans; and
2. Subdivider shall make commercially reasonable efforts to complete all applicable landscaping pertaining to private improvements on the Property prior to the issuance of a certificate of occupancy for related private improvements.

(b) In the event Subdivider is unable to complete installation of the Landscaping in accordance with subsection (a), above, the following provisions shall apply:

1. Subdivider shall make a cash deposit to the Town in the amount of 100% of the estimated complete cost of the applicable Landscaping, to be held by the Town as security for completion of the Landscaping ("Landscape Deposit").
2. The amount of the Landscape Deposit shall be determined by the Town after review of the cost estimate of completion furnished by the Subdivider's landscape architect or contractor;
3. The Landscape Deposit must be made prior to and as a condition to:
 - a. Initial acceptance of the Improvements under subsection (a)1.; above; or
 - b. Prior to the issuance of a certificate of occupancy for the private improvements under subsection (a)2., above.
4. The Landscape Deposit shall not accrue interest;
5. Subdivider shall have 180 days from the date the Landscape Deposit is deposited with Town to complete the applicable Landscaping;
6. Within 10 days of completion of the Landscaping and acceptance by the Town, Town shall return the Landscape Deposit to Subdivider;
7. If at the end of the 180-day period the applicable Landscaping has not been completed and accepted by Town, Town may use the Landscape Deposit to the extent necessary

to complete the Landscaping, provided Town will not be obligated to spend any Town funds to complete the applicable Landscaping in the event the Landscape Deposit is insufficient to fund completion; and

8. Town shall return to Subdivider any portion of the Landscape Deposit which remains after the Town has completed the Landscaping within 10 days after completion of such Landscaping.

Section 7. Public Land Dedication. Subdivider acknowledges that Chapter 16.08 of the Castle Rock Municipal Code requires the dedication of 0.83 acres of public land as a condition of developing the Property. Town has determined that the Property does not contain a suitable site for land dedication. Accordingly, Subdivider has paid cash-in-lieu of such land dedication in the amount of \$72,310.00 at the time of Subdivider submitted its plat application for the Property.

Section 8. Sanitary Sewer Improvements. Subdivider agrees to undertake the installation of a replacement sanitary sewer line to serve the Property, which line is identified as Sanitary Sewer Line "A" in Construction Drawing CD20-0023. Such installation shall be undertaken in accordance with the scope of work and cost estimate approved by Town. *See Exhibit 3 – Approved Scope of Work and Cost Estimate.* Town acknowledges that the sanitary sewer line to be replaced is a public main that will serve other customers of Castle Rock Water and, as such, agrees that it shall reimburse Subdivider for the costs incurred in installing the replacement line, up to a maximum amount of \$150,000. In the event that changes are made to the approved scope of work that result in an increase in the costs of such installation, Town shall not be responsible for reimbursing Subdivider for any costs in excess of the maximum amount unless prior authorization is granted by Town. Subdivider shall warrant the installation of the replacement line for two years.

Section 9. Water Conservation Regulations. All landscaping of the Property shall conform to the Town's adopted water conservation requirements in effect at the time of the building permit application.

Section 10. Development Exactions. Development Exactions shall be payable in accordance with Town Regulations without setoff or reduction for any other payments or obligations imposed on Subdivider under this Agreement.

Section 11. Default. The following occurrences constitute a default by the Subdivider:

1. Failure to commence or complete construction of the Improvements within the time periods prescribed in Section 3, above.
2. Failure to cure the defective construction of any Improvements within the applicable cure period.
3. Subdivider has breached, or caused a breach of any other provision of this Agreement.

As a condition to Town's right to exercise its remedies for default, Town shall give written notice to Subdivider of the occurrence of an event of default. Subdivider shall have thirty (30) calendar days from the receipt of such notice to cure the default. If timely cure of the noticed default(s) is not accomplished, Town shall thereafter be entitled to pursue its remedies against Subdivider.

Section 12. Town's Rights Upon Default. When any event of default occurs and has not been timely cured, the Town may:

1. If the applicable Improvements have not been timely completed, call the Security in accordance with its terms, and apply the Security for the Remedial Work. Subdivider grants to Town and, if applicable, the surety, and their employees, agents and contractors, a non-exclusive right and easement to enter onto the Subdivision after an uncured default for the purpose of undertaking the Remedial Work.
2. If Improvements have not been timely completed, withhold issuance of building permits, certificates of occupancy and tap connections for which the Improvements have not been completed or accepted.
3. Record a notice of non-compliance with this Agreement in the Records to provide record notice of Subdivider's default, which notice shall promptly be released by Town upon cure of the default.
4. Bring suit against Subdivider for money damages and/or equitable relief for breach of this Agreement.

Section 13. Indemnification. Subdivider indemnifies and holds Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of construction or repair of the Improvements by Subdivider.

Section 14. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Town and Subdivider, nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement will not constitute approval of any wrongful act by the Subdivider or the acceptance of any Improvement.

Section 15. Attorney's Fees. Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court awards relief to both parties, each will bear its own costs in their entirety.

Section 16. Notice. Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or by facsimile, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested and addressed as follows:

If to Town: Town of Castle Rock
100 N. Wilcox Street
Castle Rock, CO 80104
Attn: Town Attorney

If to Subdivider: Douglas County Housing Partnership,
Oakwood Apartments Enterprise
9350 Heritage Hills Circle
Lone Tree, CO 80124
Attn: Diane Leavesley, Executive Director

With a copy to: MHEG Fund 51, LP
c/o Midwest Housing Equity Group
515 N. 162nd Avenue, Suite 202
Omaha, NE 68118
Attn: Shannon Powers

If to Mortgagee: FirstBank
12345 W. Colfax Avenue
Lakewood, CO 80215
Attn: Jennifer Luce, Executive Vice President

Board of County Commissioners of the County of Douglas
100 Third Street
Castle Rock, CO 80104
Attn: County Attorney

Section 17. Recordation. This Agreement shall be recorded with the Clerk and Recorder's Office of Douglas County, Colorado and shall be binding upon and the benefits shall inure to the assigns, successors, and grantees of Subdivider in the same manner as if such third parties were signatories to this Agreement.

Section 18. Immunity. Nothing contained in this Agreement constitutes a waiver of the Town's sovereign immunity under any applicable state law.

(remainder of this page intentionally left blank)

DS

IN WITNESS WHEREOF, Town and Subdivider have executed this Subdivision Improvement Agreement as of the _____ year first written above.

ATTEST:



TOWN OF CASTLE ROCK

DocuSigned by:

Lisa Anderson

Lisa Anderson, Town Clerk

DocuSigned by:

David L. Corliss

David L. Corliss, Town Manager

Approved as to form:

DocuSigned by:

Michael J. Hyman

Michael J. Hyman, Town Attorney

STATE OF COLORADO)

) ss.

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20th day of October, 2020, by Lisa Anderson as Town Clerk and David L. Corliss as Town Manager for the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires: 9/30/2024

DAN#20084033388-708651

SHANNON EKLUND
(SEAL) NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084033388
My commission expires 9/30/2024

DocuSigned by:

Shannon Eklund

Notary Public

MORTGAGEE JOINDER

By execution of this Agreement, FirstBank, as Mortgagee, subordinates its lien and interest in the Property created by the Deed of Trust, Security Agreement, and Fixture Filing recorded April 22, 2020, at Reception No. 2020032061 to the real property covenants and restrictions of this Agreement. Mortgagee shall have no affirmative obligation hereunder, nor shall Town have the right to seek performance of this Agreement from Mortgagee except in the event Mortgagee acquires legal title to the Property, in which event Mortgagee shall be bound by the terms, conditions and restrictions of this Agreement.

MORTGAGEE:

FirstBank, a Colorado state banking corporation

By: *Jennifer Luce*
Jennifer Luce, Executive Vice President

STATE OF)

) ss.

COUNTY OF)

The foregoing instrument was acknowledged before me this 15th day of October, 2020, by Jennifer Luce, as Executive Vice President of FirstBank, a Colorado state banking corporation.

Witness my official hand and seal.

My commission expires: 04/28/2021

Teresa A. Kleeman
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054017136
MY COMMISSION EXPIRES 04/28/21

Teresa A. Kleeman
Notary Public

Unofficial Copy

**EXHIBIT 1
PROPERTY DESCRIPTION**

[To be completed upon recording of the Plat]
Lot 1A and Lot 2A, Oakwood Apartments, Amendment No. 1

Unofficial Copy

**EXHIBIT 2
PUBLIC IMPROVEMENTS CONVEYANCE AND INITIAL ACCEPTANCE**

TRANSFEROR:

TRANSFeree: Town of Castle Rock, a municipal corporation ("Town")
100 Wilcox Street
Castle Rock, Colorado 80104

Transferor has caused to be constructed certain public improvements and facilities described in the attached **Exhibit A** (the "Improvements"), as required by Town to serve the Oakwood Senior Housing subdivision. Town will assume the obligation for maintenance and operation of the Improvements, located in rights-of-way, easements or other real property owned by Town, upon the conveyance of the Improvements to Town.

THEREFORE, Transferor grants, conveys and transfers to Town all its interest (real or personal) and title to the Improvements subject to the following:

1. Transferor warrants to Town that Transferor has a good title to the Improvements, free and clear of any lien, claim or right of any third party in or to the Improvements, and Transferor will defend Town's title to the Improvements against the claim of any third party.
2. Transferor warrants that the Improvements are located within the easement, right-of-way or other real property interest designated by the Town for siting of the Improvements. Town acknowledges receipt of as-built drawings of the Improvements dated _____.
3. Transferor warrants that, as constructed, all Improvements are in conformance with the current Town of Castle Rock standards and the approved construction plans, and are free from defects in design, material or workmanship. This warranty is for the period prescribed in Title 15 of the Town's Municipal Code commencing with the date of acceptance made below.
4. Transferor represents that the approximate amount of direct costs of construction of the Improvements (excluding engineering, financing, insurance, etc.), as determined in accordance with usual and customary construction accounting practices is as follows:

Water	_____
Wastewater	_____

Stormwater	_____
Streets	_____
Parks and recreation	_____
TOTAL	_____

- Transferor concurrently submits to Town the surety attached as **Exhibit B** in the amount of 15% of the above total to secure Transferor's warranty obligation on the Improvements.

TRANSFEROR:

By: _____

Its: _____

ACCORDINGLY, Town accepts for ownership and maintenance of the Improvements effective _____, 20__.

TOWN OF CASTLE ROCK

 Engineering Division

Unofficial Copy

EXHIBIT 3
APPROVED SCOPE OF WORK AND COST ESTIMATE SANITARY SEWER

9/1/2020 3:42:52PM

PROPOSAL FOR: OAKWOOD APARTMENTS



GILBERT CONTRACTING, INC.

7250 GILPIN WAY SUITE 150
 DENVER, CO 80229

Contact: Sam Swan
 Phone: 720.685.0684
 Fax: 720.685.7093

Quote To: BC Builders
 Attn: Jon Bannister
 jbannister@bc-builders.com
 Phone: 303 863 0889
 Fax:

Job Name: Oakwood Apartments
 Date of Plans: 2020 07.17

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	*****SANITARY MAIN REROUTE*****				
350025	12" SDR 35	414.00	LF	113.07	46,810.98
350300	4' DIA MANHOLE VARJIOUS DEPTHS	3.00	EA	4,590.60	13,771.80
350504	12" CONNECT TO EXISTING MANHOLE	1.00	EA	2,869.58	2,869.58
351250	REMOVE/DISPOSE OF EX. SANITARY MANHOLE	2.00	EA	2,098.83	4,197.66
351252	6" SDR 35 - CONNECT PROP. SERVICE TO PROP. MAIN	28.00	LF	58.86	1,648.08
351254	ABANDON/FLOWFILL EX. SANITARY SEWER PIPE	373.00	LF	9.53	3,554.69
351750	WATERLINE DEPRESSION - EXISTING SERVICE	1.00	EA	6,611.49	6,611.49
352001	TRAFFIC CONTROL	3.00	DAY	1,624.25	4,872.75
352109	ASPHALT R&R 8" DEPTH	460.00	SF	13.93	6,407.80
352320	FLOWFILL	140.00	CY	161.85	22,659.00
352900	STREET OCCUPANCY PERMIT - ALLOWANCE	1.00	LS	5,000.00	5,000.00
352911	R&R 5" ASPHALT PAVING AND ROADBASE - ONSITE	545.00	SF	10.47	5,706.15
352913	R&R DRIVE PAN - ONSITE	475.00	SF	5.30	2,517.50
352915	R&R CURB & GUTTER - ONSITE	22.00	LF	41.59	914.98
353000	6" SDR 35 - CONNECT EX. BLDG (501) SERVICE TO MAIN	11.00	LF	308.03	3,388.33
	SANITARY MAIN REROUTE SUBTOTAL				\$130,930.79

NOTES:

Exclusions:

Survey, Permits and Fees, Tap or Development Fees, Payment and Performance Bonds, Dewatering, Subgrade Stabilization.

Rock Excavation, Blasting, Ripping, Shoring and Bracing, Water Meters, Erosion Control Maintenance, Removal and Reporting, Density Testing, Hidden and Buried Debris, Asphalt Replacement (except as specifically included above), Concrete Replacement (except as specifically included above), Landscape Removal, Landscape Replacement, Irrigation Repair or Replacement, Private Locates, Flowable Backfill Material, Utility Relocations, Export of Excess Spoils (see unit prices), Export of Excess Material, Frost Protection, Frost Ripping, Winter Conditions Complete, Hazardous Material Handling and Disposal, Perimeter Drain, Retaining Walls, MSE Wall Backfill, Asbestos Containing Materials, Regulated Building Materials, Imported Topsoil, Waterline Lowerings, Prevailing Wages, Yard Hydrants, Bldg. Underslab Gravel, Gravel Beneath Site Hardscapes, Drilled Pier Truncation, Gravel Augmentation, Anti-Microbial Sand Filler, Compost Blanket, Seeding/Mulching, Dog Park Drain Connection, Site Walls, Seat Walls, Over-Excavation/Recompaction, Removal of Existing Fill, Radon Mitigation, Grow Media, Structural Soil, Structural Soil Placement, Structural Soil excavation, Import/Export Structural Soil &/or Spoils, Nailer Board @ dog park, Fence & Fence Footings, Handling of Spoils Generated by Others, Tree Protection, 12" Type K Copper, Existing Asphalt Trail, Smoke Shelter Foundation EX/BF.

Miscellaneous Notes:

- 1. Proposal is valid for 30 days
- 2. Contingent upon award of both earthwork and utilities
- 3. Payment Terms Net 30
- 4. Diversion ditch is included as unlined
- 5. Phased pricing is provided for informational purposes only.
- 6. Structural soil excluded – assumes work done by landscape contractor.
- 7. Access Road: no detail provided – assumes class 6 road base at 12" thickness
- 8. Proposal reflects proposed building grades shown per civil drawings
- 9. Proposal reflects proposed building slab-on-grade thickness of 12" over 4"

Regards,

Sam Swan

Acceptance By: _____ OAKWOOD SENIOR II LLC, a Colorado limited liability CO
 Printed Name: _____ By OAKWOOD SENIOR II MM LLC, a Colorado limited liability company, its Managing Member
 Acceptance Date: 9/21/2020 By Douglas County Housing Partnership, a Colorado multi-jurisdictional housing authority, its Manager
 By: Diane Leavesley
 DIANE LEAVESLEY, EXECUTIVE DIRECTOR