

**GRANT AGREEMENT
(\$300,000)**

Between

County of Santa Barbara

and

**Habitat for Humanity of Southern Santa Barbara
County**



County Housing Trust Funds

**CDBG
GRANT AGREEMENT
(Habitat for Humanity Carpinteria Homeownership)**

This Grant Agreement is made as of this ___ day of _____, 2017, by and between the County of Santa Barbara, political subdivision of the State of California (“Grantor”), and Habitat for Humanity of Southern Santa Barbara County, a California nonprofit public benefit corporation (“Grant Recipient”).

RECITALS

A. Grantor wishes to promote the development of more affordable housing in neighborhoods in need of revitalization in Santa Barbara County community and provide a greater choice of housing opportunities for persons and families of low income.

B. Grant Recipient has acquired a property in order to construct three (3) units of single-family affordable housing (the “Project”). The Project is located at 4949 Sawyer Avenue in the City of Carpinteria, which is located in Santa Barbara County, California, as more particularly described in Exhibit A (the “Property”).

C. Grantor has available Housing Trust Funds, which comprise fees collected from developers of residential projects who were required to pay fees in-lieu of constructing affordable housing units in satisfaction of certain development approval conditions imposed pursuant to Chapter 46A of the Code of Santa Barbara County, and are used for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low income persons and families.

D. Housing Trust funds are eligible for expenditure in the South Coast HMA as provided in County Code 46A-6(b)(1)(a).

E. Grant Recipient wishes to receive from Grantor and Grantor wishes to extend to Grant Recipient a Grant in the amount of (\$300,000) to pay for construction costs of the Project (the “Grant”). Grantor intends to fund the entire Grant with CDBG Funds. The terms of the Grant are set out in this Grant Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of the Grant, Grant Recipient and Grantor hereby agree as follows:

ARTICLE 1 DEFINITIONS

The following terms have the meanings and content set forth in this section wherever used in this Grant Agreement, attached Exhibits, or documents incorporated into this Grant Agreement by reference.

1.1 This Section intentionally left blank.

1.2 **“GRANT RECIPIENT”** is Habitat for Humanity of Southern Santa Barbara County, a California nonprofit public benefit corporation, and its authorized representatives, assigns, transferees, or successors-in-interest thereto.

1.3 **“BUDGET”** means that budget for the construction of the Project attached as Exhibit B, which is hereby incorporated into this Grant Agreement by this reference and which identifies the eligible items on which Grant proceeds may be spent.

1.4 “This Section intentionally left blank.

1.5 **“COUNTY”** means the County of Santa Barbara, political subdivision of the State of California.

1.6 This Section intentionally left blank

1.7 This Section intentionally left blank

1.8 **“HAZARDOUS MATERIALS”** means any hazardous or toxic substances, materials, wastes, pollutants, or contaminants which are defined, regulated, or listed as “hazardous substances,” “hazardous wastes,” “hazardous materials,” “pollutants,” “contaminants,” or “toxic substances,” under federal or state environmental and health and safety laws and regulations, including without limitation petroleum and petroleum byproducts, flammable explosives, urea formaldehyde insulation, radioactive materials, asbestos, and lead. Hazardous Materials do not include substances that are used or consumed in the normal course of developing, operating, or occupying a housing project, to the extent and degree that such substances are stored, used, and disposed of in the manner and in amounts that are consistent with normal practice and legal standards at the time of such use.

1.9 **“HOUSING UNIT”** means any one of the three (3) single-family homes in the Project.

1.10 **“HUD”** means the United States Department of Housing and Urban Development.

1.11 **“INSURANCE REQUIREMENTS”** means the insurance coverage which must be in full force and effect during the construction work and during the term of the Interim Covenant, as specified in Exhibit C.

1.12 **“GRANTOR”** means the County of Santa Barbara, political subdivision of the State of California and its authorized representatives, officers, officials, directors, employees, and agents.

1.13 **“GRANT”** means the Grant of funds in the amount of Three Hundred Thousand Dollars (\$300,000) from the Grantor to the Grant Recipient as provided in this Grant Agreement to finance certain development costs of the Project.

1.14 **“GRANT AGREEMENT”** means this Grant agreement entered into between Grantor and Grant Recipient.

1.15 **“GRANT DOCUMENTS”** are collectively the Grant Agreement and the Interim Covenant, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

1.16 **“MEDIAN INCOME”** means the median income for the Santa Barbara/Santa Maria Metropolitan Statistical Area (MSA) as determined by HUD with adjustments for household size.

1.17 This Section intentionally left blank.

1.18 **“PROJECT”** means the construction of the three (3) Housing Units to Qualified Buyers, according to the terms of this Grant Agreement.

1.19 **“PROPERTY”** means property located at 4949 Sawyer Avenue in the City of Carpinteria, which is located in Santa Barbara County, California, as more particularly described in Exhibit A. (the “Property”).

1.20 **“QUALIFIED BUYER”** means a person, family or household whose annual household income is at or below eighty-percent (80%) of the area median income for the Santa Barbara/Santa Maria Metropolitan Statistical Area (MSA) as determined by HUD with adjustments for household size. Household Income must be established using a method approved in writing by the County, and completed no more than six (6) months prior to the execution of a bonafide purchase agreement by a Qualified Buyer of a Housing Unit in the Project.

1.21 **“INTERIM COVENANT** means the “Interim Affordability Control Covenant Imposed on Real Property” executed by Grant Recipient and Grantor, attached as Exhibit D, and recorded against the Property prior to or contemporaneously with the Grant which regulates the use of the Project.

1.22 **“SCHEDULE OF CONSTRUCTION”** means the schedule of construction attached as Exhibit E.

ARTICLE 2 TERMS OF THE GRANT

2.1 **GRANT.** On and subject to the terms and conditions of the Grant Documents, Grantor agrees to make and Grant Recipient agrees to accept a Grant with the following terms:

2.2 **AMOUNT.** The principal amount of the Grant shall be an amount not to exceed Three Hundred Thousand Dollars (\$300,000).

2.3 **TERM.** This Agreement shall begin on the date executed by all parties and end on the earlier of: (A) the date the Agreement is terminated by Grantor in accordance with Sections 2.4 and/or Section 8.3 herein; or (B) the date the Interim Covenant is terminated.

2.4 **DEFAULT.** In the event of a default by Grant Recipient of any of its obligations under this Grant Agreement and expiration of applicable cure periods, Grantor, at Grantor's discretion, may enforce this Agreement by means of any or all of the remedies pursuant to Section 8.3 GRANTOR'S REMEDIES.

2.5 This Section intentionally left blank.

2.6 **USE OF FUNDS.** CDBG Grant proceeds shall be used only for construction of the Project.

2.7 This section intentionally left blank..

2.8 This section intentionally left blank.

2.9 This Section intentionally left blank.

2.10 This Section intentionally left blank.

2.11 **RECORDING.** Upon closing date, County shall record t the Interim Covenant with the Recorder for the County of Santa Barbara, and shall deliver conformed copies of the recorded documents to the Grantor and Grant Recipient.

ARTICLE 3 GRANT DISBURSEMENT

3.1 **CONDITIONS PRECEDENT TO DISBURSEMENT.** Grantor shall not be obligated to make any disbursements of the Grant proceeds or take any other action under the Grant Documents unless the following conditions precedent are satisfied prior to the disbursement of the Grant:

A. There exists no Event of Default nor any act, failure, omission or condition that, with the giving of notice or passage of time, would constitute an Event of Default;

B. Grant Recipient has executed and delivered to Grantor all documents, instruments, and policies required under the County Grant Documents, including but not limited to an ALTA Lender's policy of title insurance in the amount of Three Hundred Thousand Dollars (\$300,000), from a title insurance company approved by Grantor in a form reasonably acceptable to Grantor;

C. Grant Recipient has provided to Grantor a certificate of insurance or copy of the insurance policy, which policy shall be satisfactory to the Grantor;

D. Grant Recipient has complied with all reporting requirements set forth in this Grant Agreement;

E. Grantor has reviewed and approved the proposed use of the Grant proceeds, as shown on Exhibit B.

3.2 CONDITIONS PRECEDENT TO DISBURSEMENT OF GRANT PROCEEDS. Disbursement of Grant proceeds shall not exceed Three Hundred Thousand Dollars (\$300,000) and will be disbursed on a reimbursement basis for eligible costs incurred and paid by the Grant Recipient. All grant funds shall be used for Project construction, as specified in the Sources and Uses identified in the Budget attached hereto as Exhibit B and incorporated herein by this reference. Grantor shall not be obligated to make any disbursements of funds unless the following conditions precedent are satisfied prior to the disbursement of HOME Funds:

A. Grant Recipient has acquired title to the Property;

B. There exists no Event of Default or any act, failure, omission or condition that with the giving of notice or passage of time would constitute an Event of Default;

C. Grant Recipient has executed and delivered to Grantor all documents, instruments, and policies required under the County Grant Documents, including but not limited to an ALTA Lender's policy of title insurance in the amount of Three Hundred Thousand Dollars (\$300,000), from a title insurance company approved by Grantor in a form reasonably acceptable to Grantor;

D. Grant Recipient has provided to Grantor certificates of insurance as specified in the insurance provisions set forth in Exhibit C; and

E. Grant Recipient has secured all final permits, entitlements and approvals required by all permitting and regulatory authorities and jurisdictions.

3.3 DISBURSEMENT OF COUNTY FUNDS. Grant proceeds shall be disbursed up to the amount of the Grant shown in the Budget (Exhibit B) and only for Grantor approved items. Grantor's obligations shall in no event exceed the Grant amount specified in this Grant Agreement. Any costs above this amount necessary for the completion of the Project shall be the sole responsibility of Grant Recipient. County Funds shall be disbursed through periodic payments based upon development costs incurred and work completed, as evidenced by documentation supporting the completed work signed by the Project architect and verified by Grantor. Grant Recipient shall submit to Grantor disbursement requests ("Written Disbursement Requests") in writing no more frequently than one time per month. Written Disbursement Requests shall include itemized invoices corresponding to the Budget (Exhibit B). Grant Recipient shall also attach copies of receipts or other acceptable proof of payment by Borrower

and that demonstrates date of payment. Grantor reserves the right to request additional documentation as necessary to confirm expenses and payment by Grant Recipient.

Written Disbursement Requests shall only be for items included in the Budget (Exhibit B). Changes in individual items comprising the Budget shall require the prior written request of Grant Recipient and the written approval of Grantor. However, Grantor's obligations shall in no event exceed the amount specified above in Section 3.2. Any costs in excess of this amount that are necessary for the completion of the Project shall be the sole responsibility of Borrower.

ARTICLE 4 DEVELOPMENT OF PROJECT

4.1 **SCOPE OF WORK.** Before commencement of construction on the buildings in the Project, Grant Recipient shall submit to Grantor for its review and approval the final Scope of Construction Work for the Property. Grant Recipient shall develop the Property in substantial conformance with the Scope of Work and any modifications thereto approved in writing by Grantor.

4.2 **COMMENCEMENT OF CONSTRUCTION.** Grant Recipient shall commence construction of the Property not later than 12 months from the recordation of the date of this Grant Agreement. Notwithstanding the above, the County may extend the deadline for commencement of construction by no more than 12 months if it is determined that construction has been delayed because of circumstances outside of the control of Grant Recipient. If Grant Recipient fails to commence construction as set forth above, Grant Recipient shall be immediately required to repay the Grant. Grant Recipient shall comply with the Schedule of Construction attached as Exhibit E.

4.3 **COMPLETION OF CONSTRUCTION.** Grant Recipient shall diligently prosecute construction of the Project to completion, and shall complete construction of the Project no later than 12 months after commencement of construction. Grant Recipient shall provide proof of completion as evidenced by the recording of a Notice of Completion.

4.4 **BARRIERS TO THE DISABLED.** The Project shall be developed and the Property shall be maintained to comply with all applicable federal, state, and local requirements for access for disabled persons.

4.5 **LEAD-BASED PAINT AND ASBESTOS REMOVAL.** Grant Recipient and its contractors and subcontractors shall not use lead-based paint or asbestos in the construction or maintenance of the Property and shall comply with Federal Regulations 24 C.F.R. Part 35, subparts A, B, J, K, M and R; 29 C.F.R.; 40 C.F.R.; The Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X; California O.S.H.A.; California health codes, and all County standards. Grant Recipient shall incorporate or cause to be incorporated this provision in all contracts and subcontracts for work performed on the Property which involve the application of paint or removal of asbestos.

4.6 **QUALITY OF WORK** Grant Recipient shall construct the Project in conformance with the Grantor's construction standards and shall employ building materials of a quality suitable for the requirements of the Project. Grant Recipient shall develop the Project in full conformance with applicable local, state, and federal statutes, regulations, and building and housing codes.

4.7 **MECHANICS LIENS AND STOP NOTICES.** If any claim of lien is filed against the Property or a stop notice affecting the Grant is served on Grantor or any other Grantor or other third party in connection with the Project, Grant Recipient shall, within sixty (60) days of such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to Grantor a surety bond in sufficient form and amount, provide Grantor with a lien-free endorsement or provide Grantor with other assurance reasonably satisfactory to Grantor that the claim of lien or stop notice will be paid or discharged.

If Grant Recipient fails to discharge any lien, encumbrance, charge, or claim referred to herein, then in addition to any other right or remedy, Grantor may, but shall be under no obligation to, discharge such lien, encumbrance, charge, or claim at Grant Recipient's expense. Alternatively, Grantor may require Grant Recipient to immediately deposit with Grantor the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. Grantor may use such deposit to satisfy any claim or lien that is adversely determined against Grant Recipient.

Grant Recipient shall record a valid notice of cessation or notice of completion upon cessation of construction work on the Project for a continuous period of 30 days or more, and take all other reasonable steps to forestall the assertion of claims of lien against the Property. Grant Recipient authorizes Grantor, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that Grantor deems necessary or desirable to protect its interest in the Project and Property.

4.8 - 4.14 These sections intentionally left blank

4.15 **RELOCATION.** If and to the extent that development of the Project results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, Grant Recipient shall also comply with all other applicable local, state and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. Grant Recipient shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with said relocation laws. Grant Recipient hereby agrees to indemnify Grantor for any action brought against Grantor based on an alleged failure to comply with relocation obligations on this Project.

4.16 **UNAVOIDABLE DELAY IN PERFORMANCE.** The time for performance of provisions of this Grant Agreement by either party shall be extended for a period equal to the period of any delay directly affecting the Project or this Grant Agreement which is caused by: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; quarantine restrictions; or freight embargoes or other events beyond the reasonable control of the

party claiming the delay. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming such extension is sent to the other party within ten (10) calendar days from the commencement of the cause, and such extension of time is either accepted by the other party in writing, or is not rejected in writing by the other party within ten calendar days of receipt of the notice. In any event, construction of the Project must be completed no later than ninety (90) calendar days after the scheduled completion date specified herein, any unavoidable delay notwithstanding. Times of performance under this Grant Agreement may also be extended for any cause for any period of time by the mutual written agreement of Grantor and Grant Recipient.

ARTICLE 5 OPERATION

5.1 **OPERATION OF PROJECT.** Grant Recipient shall manage the Project after completion in full conformance with the terms of the Interim Covenant.

5.2 **AFFORDABILITY RESTRICTIONS.** The Project must be occupied, or reserved for occupancy as set forth in the Interim Covenant.

5.3 **CONFLICTS BETWEEN COVENANTS OR RESTRICTIONS AFFECTING THE PROPERTY.** Any conflicts between the restrictive provisions contained in this Grant Agreement, Interim Covenant, and any other agreements in connection with the Grant which affect the Property, are to be resolved by applying the more restrictive covenants or restrictions which affect the Property.

5.4 **NONDISCRIMINATION.** Grant Recipient shall not discriminate or segregate in the development, construction, use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Property on the basis of race, color, ancestry, national origin, religion, sex, sexual preference or orientation, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC) acquired or perceived, or any other arbitrary basis. Grant Recipient shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

5.5 **RECORDS.** Grant Recipient shall be accountable to Grantor for all funds disbursed to Grant Recipient pursuant to the Grant Documents. Grant Recipient agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures drawn from Grant funds, and to keep all invoices, receipts, and other documents related to expenditures from said Grant funds for not less than three years after completion of the Project as evidenced by the recording of a Notice of Completion or final Certificate of Occupancy. Records must be kept accurate and current. Grantor shall notify Grant Recipient of any records it deems insufficient. Grant Recipient shall have fifteen (15) calendar days from the date of said notice to correct any deficiency in the records specified by Grantor in said notice, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, Grant

Recipient shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Grant Recipient shall promptly comply with all requirements or conditions of the Grant Documents relating to notices, extensions, and other events required to be reported or requested. Grant Recipient shall promptly supply, upon the request of Grantor, any and all information and documentation which involves the Project and cooperate with Grantor in the development of the Project.

5.6 AUDITS. Grant Recipient shall make available for examination at reasonable intervals and during normal business hours to Grantor all books, accounts, reports, files, and other papers or property with respect to all matters covered by these Grant Documents, and shall permit Grantor to audit, examine, and make excerpts or transcripts from such records. Grantor may make audits of any conditions relating to this Grant.

5.7 ENCUMBRANCE OF PROPERTY. Except as otherwise provided in this Grant Agreement, Grant Recipient shall not engage in any financing or any other transaction creating any security interest or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or allow any encumbrance or lien to be made on or attached to the Property, except with the prior written consent of Grantor. Grant Recipient shall notify Grantor in writing in advance of any financing secured by any deed of trust, mortgage, or other similar lien instrument that it proposes to enter into with respect to the Project or Property, and of any encumbrance or lien that has been created on or attached to the Property whether by voluntary act of Grant Recipient or otherwise.

5.8 TRANSFER OF PROPERTY. Grant Recipient has not made or created, and shall not, make or permit any sale, assignment, conveyance, lease, or other transfer of this Grant Agreement, the Project, or the Property, or any part thereof, including the sale or transfer of any partnership interests, without the prior written consent of Grantor. Notwithstanding the foregoing, following the completion of the Project, the Grant Recipient may transfer the Housing Units to Qualifying Buyers as specified in this Grant Agreement.

5.9 FEES, TAXES, AND OTHER LEVIES. Grant Recipient shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Project, and shall pay such charges prior to delinquency. However, Grant Recipient shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by Grantor, Grant Recipient deposits with Grantor any funds or other forms of assurance Grantor in good faith from time to time determines appropriate to protect Grantor from the consequences of the contest being unsuccessful.

5.10 PROPERTY STANDARDS. The Development shall meet the following minimum property standards.

- A. All applicable State and local codes and zoning ordinances;

- B. International Energy Conservation Code and applicable state and local energy conservation codes;
- C. Handicapped accessibility requirements, where applicable.

5.11 **DAMAGE TO PROPERTY.** If any building or Improvements erected by Grant Recipient on the Property is damaged or destroyed by an insurable cause, Grant Recipient shall, at its cost and expense, diligently undertake to repair or restore said buildings and Improvements consistent with the original Plans and Specifications for the Project if Grant Recipient reasonably determines that such restoration or repair is economically feasible. Such work or repair shall be commenced within 120 days after the damage or loss occurs and shall be complete within one year thereafter, subject to any extensions of time granted pursuant to the provisions of Section 4.16. Subject to Grant Recipient's election to rebuild, all insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, Grant Recipient shall make up the deficiency.

5.12 **EQUAL EMPLOYMENT OPPORTUNITY.** Grant Recipient and any contractors, subcontractors, and professional service providers for the Project shall comply with all requirements concerning equal employment opportunity.

ARTICLE 6 INDEMNITY AND INSURANCE

6.1 **INDEMNITY AND INSURANCE.** Grant Recipient shall comply with the insurance and indemnification provisions set forth Exhibit C and incorporated by this reference.

6.2 **NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.** No officials, employees and agents of Grantor shall be personally liable to Grant Recipient for any obligation created under the terms of these Grant Documents.

ARTICLE 7 HAZARDOUS MATERIALS

7.1 **REPRESENTATIONS AND WARRANTIES.** After reasonable investigation and inquiry, Grant Recipient hereby represents and warrants to the best of its knowledge, as of the date of this Grant Agreement and except as previously disclosed and acknowledged in writing by Grantor or as disclosed by the reports based on environmental audit(s) performed on the Property and submitted to Grantor, that (a) the Property is not and has not been a site for the use, generation, manufacture, transportation, storage, or disposal of Hazardous Materials in violation of Federal or State law; (b) the Property is in compliance with all applicable environmental and health and safety laws, regulations, ordinances, administrative decisions, common law decisions (whether federal, state, or local) with respect to Hazardous Materials, including those relating to soil and groundwater conditions ("Hazardous Materials Laws"); (c) there are no claims or actions pending or threatened with respect to the Property by any governmental entity or agency or any other person relating to Hazardous Materials; and (d) there has been no release or

threatened release of any Hazardous Materials on, under, or near the Property (including in the soil, surface water, or groundwater under the Property) or any other occurrences or conditions on the Property or on any other real property that could cause the Property or any part thereof to be classified as a “hazardous waste property” or as a “border zone property” under California Health and Safety Code Sections 25220, et seq., or regulations adopted therewith.

7.2 NOTIFICATION TO GRANTOR. Grant Recipient shall promptly notify Grantor in writing of: (a) the discovery of any concentration or amount of Hazardous Materials of which Grant Recipient becomes aware on or under the Property requiring notice to be given to any governmental entity or agency under Hazardous Materials Laws; (b) any knowledge by Grant Recipient (after verification of the veracity of such knowledge to Grant Recipient's reasonable satisfaction) that the Property does not comply with any Hazardous Materials Laws; (c) the receipt by Grant Recipient of written notice of any Hazardous Materials claims; and (d) the discovery by Grant Recipient of any occurrence or condition on the Property or on any real property located within 2,000 feet of the Property that could cause the Property or any part thereof to be designated as a “hazardous waste property” or as a “border zone property” under California Health and Safety Code Sections 25220, et seq., or regulations adopted therewith.

7.3 USE AND OPERATION OF PROPERTY. Neither Grant Recipient, nor any agent, employee, or contractor of Grant Recipient, nor any authorized user of the Property shall use the Property or allow the Property to be used for the generation, manufacture, storage, disposal, or release of Hazardous Materials. Grant Recipient shall comply and cause the Project to comply with Hazardous Materials Laws.

7.4 REMEDIAL ACTIONS. If Grant Recipient has actual knowledge of the presence of any Hazardous Materials on or under the Property, Grant Recipient shall take, at no cost or expense to Grantor, all handling, treatment, removal, storage, decontamination, cleanup, transport, disposal or other remedial action, if any, required by any Hazardous Materials Laws or by any orders or requests of any governmental entity or agency or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials claims. The foregoing, however, shall be subject to Grant Recipient's right of contest below.

7.5 RIGHT OF CONTEST. Grant Recipient may contest in good faith any claim, demand, levy or assessment under Hazardous Materials Laws if. (a) the contest is based on a material question of law or fact raised by Grant Recipient in good faith, (b) Grant Recipient promptly commences and thereafter diligently pursues the contest, (c) the contest will not materially impair the taking of any remedial action with respect to such claim, demand, levy or assessment, and (d) if requested by Grantor, Grant Recipient deposits with Grantor any funds or other forms of assurance Grantor in good faith from time to time determines appropriate to protect Grantor from the consequences of the contest being unsuccessful and any remedial action then reasonably necessary. No Event of Default shall be deemed to exist with respect to any claim, demand, levy or attachment being contested by Grant Recipient under the conditions of this section.

7.6 ENVIRONMENTAL INDEMNITY. Grant Recipient shall defend, indemnify, and hold Grantor free and harmless against any claims, demands, administrative actions,

litigation, liabilities, losses, damages, response costs, and penalties, including all costs of legal proceedings and reasonable attorney's fees, that Grantor may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty, agreement, or covenant contained in this Grant Agreement with respect to Hazardous Materials, or as a consequence of any use, generation, manufacture, storage, release, or disposal (whether or not Grant Recipient knew of same) of any Hazardous Materials occurring prior to or during Grant Recipient's use or occupancy of the Property.

ARTICLE 8 DEFAULT AND REMEDIES

8.1 **EVENTS OF DEFAULT.** The occurrence of any of the following events shall constitute an "Event of Default" under this Grant Agreement:

A. Monetary. (1) Grant Recipient's failure to pay when due any advances made by Grantor under this Grant Agreement; (2) Grant Recipient's use of Grant funds for costs other than approved costs or for uses inconsistent with other terms and restrictions in the Grant Documents; (3) Grant Recipient's failure to obtain and maintain the insurance coverage required under this Grant Agreement; (4) Grant Recipient's failure to make any other payment or assessment due under the Grant Documents; (5) Grant Recipient's failure to pay taxes; or (6) Grant Recipient's default under other debt secured by the Property after the applicable notice and cure periods have expired.

B. Construction. (1) Grant Recipient's substantial deviation in the work of construction specified in the Scope of Construction Work submitted to Grantor, without Grantor's prior written consent; (2) Grant Recipient's use of defective or unauthorized materials or defective workmanship in constructing the Project; (3) Grant Recipient's failure to commence or complete construction according to the construction schedule specified in this Grant Agreement; (4) the cessation of construction prior to completion of the Project for a period of more than twenty-one (21) continuous calendar days without proper justification; (5) failure to comply with the provisions of Section 4.14 herein; (6) Grant Recipient's failure to remedy any deficiencies in recordkeeping or failure to provide records to Grantor upon Grantor's reasonable request; (7) Grant Recipient's failure to substantially comply with any applicable federal, state, or local laws or Grantor policies governing construction, including but not limited to provisions of this Grant Agreement pertaining to affirmative action and equal employment opportunity, minority and women-owned business enterprises, disabled access, lead paint, Hazardous Materials, and provision or relocation benefits and assistance;

C. Operation. (1) Discrimination by Grant Recipient on the basis of characteristics prohibited by this Grant Agreement or applicable law or (2) the imposition of any encumbrances or liens on the Property without Grantor's prior written approval that are prohibited under this Grant Agreement or that have the effect of reducing the priority of or invalidating the Interim Covenant;

D. General performance of Grant obligations. Any substantial breach by Grant Recipient beyond applicable notice and cure periods of any material obligations on Grant Recipient imposed in the Grant Documents;

E. General performance of other obligations. Any substantial or continuous breach by Grant Recipient beyond applicable notice and cure periods of any material obligations on Grant Recipient imposed by any other agreements, including any grant agreements, with respect to the financing, construction, or operation of the Project or the Property, whether or not Grantor is a party to such agreement which may materially impair Grantor's security;

F. Representations and warranties. A determination by Grantor that its security has or will be materially impaired due to the fact that any of Grant Recipient's representations or warranties made in the Grant Documents, or any certificates, documents, or schedules supplied to Grantor by Grant Recipient were untrue in any material respect when made, or that Grant Recipient concealed or failed to disclose a material fact from Grantor;

G. Damage to Property. Material damage or destruction to the Property by fire or other casualty, if Grant Recipient does not take steps to reconstruct the Property as required by the Grant Documents;

H. Bankruptcy, dissolution, and insolvency. Grant Recipient's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) insolvency; (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

8.2 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. For all Events of Default, Grantor shall give written notice to Grant Recipient of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the Default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall not be less than thirty (30) calendar days from the date of receipt of the notice or the date the notice was refused, by which such action to cure must be taken or if a cure is not possible within thirty (30) days, to begin such cure and diligently prosecute such cure to completion which shall, in any event, not exceed ninety (90) days from the date of receipt of the notice to cure. The Grantor has the sole discretion to determine whatever additional reasonable time is needed to cure. Notwithstanding anything to the contrary contained in the Grant Documents, Grantor hereby agrees that any cure of any default made or tendered by Grant Recipient's Limited Partners shall be deemed to be a cure by Grant Recipient and shall be accepted or rejected on the same basis as if made or tendered by Grant Recipient.

8.3 GRANTOR'S REMEDIES. Upon the happening of an Event of Default by Grant Recipient and a failure to cure said Event of Default within the time specified in Section

8.2 above, Grantor's obligation to disburse Grant proceeds shall terminate, and Grantor may also, in addition to other rights and remedies permitted by the Grant Documents or applicable law, proceed with any or all of the following remedies in any order or combination Grantor may choose in its sole discretion:

A. Terminate this Grant Agreement, in which event the total amount of funds disbursed by Grantor to Grant Recipient under this Agreement shall be immediately repaid to the County;

B. Bring an action in equitable relief (1) seeking the specific performance by Grant Recipient of the terms and conditions of the Grant Documents, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief;

C. Enter the Property and take any actions necessary in its judgment to complete construction of the Project, including without limitation (1) making changes in the Scope of Construction Work or other work or materials with respect to the Project, (2) entering into, modifying, or terminating any contractual arrangements (subject to Grantor's right at any time to discontinue work without liability), and (3) taking any remedial actions with respect to Hazardous Materials that Grantor deems necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy;

D. Seek appointment from a court of competent jurisdiction of a receiver with the authority to complete construction as needed to preserve Grantor's interest in seeing the Project developed in a timely manner (including the authority to take any remedial actions with respect to Hazardous Materials that Grantor or the receiver deems necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy);

E. Order immediate stoppage of construction work and demand that any condition leading to the Event of Default be corrected before construction work may continue;

F. Disburse from Grant proceeds any amount necessary to cure any monetary default;

G. Enter upon, take possession of, and manage the Property, either in person, by agent, or by a receiver appointed by a court, and collect rents and other amounts specified in the assignment of rents in the Interim Covenant and apply them to operate the Property or to pay off any advances made by Grantor under the Grant Documents;

H. With respect to defaults under Hazardous Materials provisions herein, pursue the rights and remedies permitted under California Civil Code Section 2929.5, and California Code of Civil Procedure Sections 564, 726.5, and 736; or

I. Pursue any other remedy allowed at law or in equity.

ARTICLE 9 GENERAL PROVISIONS

9.1 **GRANT RECIPIENT'S WARRANTIES.** Grant Recipient represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable Grant Recipient to fully comply with the terms of these Grant Documents and the Interim Covenant, and to otherwise carry out the Project, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Project and to execute the Grant Documents, (4) that the persons executing and delivering the Grant Documents are authorized to execute and deliver such documents on behalf of Grant Recipient, (5) that there has been no substantial adverse change in Grant Recipient's financial condition since the date of application for this Grant such as judgment liens, tax liens, mechanic's liens, bankruptcy, etc.; and (6) that all representations in the Grant Recipient's Grant application (including all supplementary submissions) are true, correct and complete in all material respects and are offered to induce Grantor to make this Grant.

9.2 **MONITORING AND EVALUATION.** Except as otherwise provided for in this Grant Agreement, Grant Recipient shall maintain and submit records to Grantor within ten (10) business days of Grantor's request which clearly document Grant Recipient's performance under each requirement of the Grant Documents.

9.3 **CONFLICTS OF INTEREST.** Grant Recipient covenants that:

A. Except for approved eligible administrative or personnel costs, no person described in subsection (B) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The Grant Recipient shall exercise due diligence to ensure that the prohibition in this Section is followed.

B. The conflict of interest provisions of Section 9.3(A) above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the County, or any person related within the third (3rd) degree of such person.

9.4 **POLITICAL ACTIVITY.** None of the funds, materials, property or services contributed by Grantor or Grant Recipient under this Grant Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

9.5 **PUBLICITY.** Any publicity produced by Grant Recipient for the Project during the term of this Grant and for one year thereafter shall make reference to the contribution of Grantor in making the Project possible. The words “The County of Santa Barbara” will be prominently displayed in any and all pieces of publicity, including but not limited to flyers, press releases, posters, signs, brochures, public service announcements, interviews, and newspaper articles. Grant Recipient further agrees to cooperate with authorized staff and officials of Grantor in any Grantor-generated publicity or promotional activities undertaken with respect to the Project.

9.6 **TERM OF THIS AGREEMENT.** This Grant Agreement shall commence on the date set forth above and remain in full force and effect throughout the term of this Grant.

9.7 **GOVERNING LAW.** The Grant Documents shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

9.8 **STATUTORY REFERENCES.** All references in the Grant Documents or Interim Covenant to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Santa Barbara shall be deemed to include the same statute, regulation, ordinance, or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject as the provision to which specific reference was made.

9.9 **TIME.** Time is of the essence in these Grant Documents.

9.10 **CONSENTS AND APPROVALS.** Any consent or approval of Grantor or Grant Recipient required under the Grant Documents shall not be unreasonably withheld. Any approval required under the Grant Documents shall be in writing and executed by an authorized representative of the party granting the approval.

9.11 **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between Grant Recipient and Grantor shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Grant Recipient and Grantor as follows:

GRANTOR: County of Santa Barbara
105 E Anapamu Street, Room 105
Santa Barbara, CA 93101
Attn: Deputy Director, Housing and Community Development

With copy to Office of the County Counsel
County of Santa Barbara
105 E Anapamu Street, Room 201
Santa Barbara, CA 93101

GRANT RECIPIENT: Habitat for Humanity of Southern Santa Barbara County
P.O. Box 176
Goleta, CA 93117
Attn: Executive Director

9.12 **BINDING UPON SUCCESSORS.** All provisions of these Grant Documents shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Grant Agreement by Grant Recipient without Grantor's consent.

9.13 **RELATIONSHIP OF PARTIES.** The relationship of Grant Recipient and Grantor for this Project under this Grant Agreement is and at all times shall remain solely that of a grantor and a grantee, and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Grantor neither undertakes nor assumes any responsibility or duty to Grant Recipient (except as provided for herein) or any third party with respect to the Project, the Property, or the Grant.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grant Recipient shall at all times remain an independent contractor with respect to the work to be performed under this Agreement. Grantor shall not be responsible for paying any taxes on Grant Recipient's behalf, and should Grantor be required to do so by state, federal, or local taxing agencies, Grant Recipient agrees to promptly reimburse Grantor for the full value of such paid taxes plus interest and penalty if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation Insurance. In addition, Grant Recipient understands and acknowledges that it shall not be entitled to any of the benefits of a Grantor employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

9.14 **ASSIGNMENT AND ASSUMPTION.** Grant Recipient shall not assign any of its interests under this Grant Agreement or the Grant Documents to any other party, except as specifically permitted under the terms of the Grant Documents, without the prior written consent of Grantor. Any unauthorized assignment shall be void.

9.15 **WAIVER.** Any waiver by Grantor of any obligation in these Grant Documents must be in writing. No waiver will be implied from any delay or failure by Grantor to take action on any breach or default of Grant Recipient or to pursue any remedy allowed under the Grant Documents or applicable law. Any extension of time granted to Grant Recipient to perform any obligation under the Grant Documents shall not operate as a waiver or release from any of its obligations under the Grant Documents. Consent by Grantor to any act or omission by Grant Recipient shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for Grantor's written consent to future waivers.

9.16 **INTEGRATION.** This Grant Agreement and the other Grant Documents, including exhibits, executed by Grant Recipient for the Property, if any, contain the entire agreement of the parties and supersede any and all prior negotiations.

9.17 **OTHER AGREEMENTS.** Grant Recipient represents that it has not entered into any agreements that are inconsistent with the terms of the Grant Documents. Grant Recipient shall not enter into any agreements that are inconsistent with the terms of the Grant Documents without an express waiver by Grantor in writing.

9.18 **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to the Grant Documents must be in writing, and shall be made only if executed by both Grant Recipient and Grantor.

9.19 **SEVERABILITY.** Every provision of this Grant Agreement is intended to be severable. If any provision of this Grant Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

IN WITNESS WHEREOF, County and Grant Recipient have caused this Agreement to be executed by their respective duly authorized officers.

ATTEST:

MONA MIYASATO
Clerk of the Board

By: _____
Deputy Clerk of the Board

COUNTY:

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Joan Hartmann, Chair
Board of Supervisors

**APPROVED AS TO ACCOUNTING
FORM:**

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____

APPROVED AS TO FORM

COUNTY COUNSEL

By: _____
Deputy County Counsel

GRANT RECIPIENT

Habitat for Humanity of So. Santa Barbara
County, a California nonprofit public benefit
corporation

By: _____
Its President, Board of Directors

APPROVED AS TO FORM:

RISK MANAGEMENT

By: _____
Its Secretary

By: _____
Ray Aromatorio, ARM, AIC
Risk Manager

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Beginning at the most Southerly corner of the tract of land described in the deed from Elvira S. Sawyer to S. B. Schauer, dated July 31, 1919, recorded in Book 175, Page 251 of Deeds, records of said County; thence, North 45° East along the Northwesterly line of Linden Avenue as established by County Ordinance, 310 feet to a point; thence North 45° West, 155 feet to the true point of beginning of the tract of land herein described;

thence, South 45° West, 150 feet;

thence, North 45° West, 50 feet;

thence, North 45° East, 40 feet;

thence, South 45° East, 5 feet;

thence, North 45° East, 110 feet;

thence, South 45° East, 45 feet to the point of beginning.

APN: 003-153-05

EXHIBIT B
PROJECT BUDGET

Construction Costs		Sources of Funds	Construction	Sources of Funds	Repay HTF Loan
Land	\$300,000	Housing Trust Fund SBC	\$700,000	Excess from constr sources	\$50,111
Off Site/Soft Costs/Fees	451,822	County Funds	300,000	Pledges confirmed	68,000
Site Work	141,850	Habitat Cash on Hand	113,275	Pledges (corp, foundations, etc.)	194,250
Vertical Construction	854,684	Pledges confirmed	200,000	Pledges (Individuals)	<u>387,639</u>
Appliances	<u>1,000</u>	In-Kind/Volunteer Credit	205,206		\$700,000
	\$1,749,356	Spent to-date	<u>280,986</u>		
			\$1,799,467		
		<i>Excess to HTF repayment</i>	<i>\$50,111</i>		

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

INDEMNIFICATION

SUBRECIPIENT shall defend, indemnify and save harmless the COUNTY, its officials, officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the SUBRECIPIENT or its agents, representatives, employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

SUBRECIPIENT shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the SUBRECIPIENT's indemnification of the COUNTY, SUBRECIPIENT shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place SUBRECIPIENT in default. Upon request by the COUNTY, SUBRECIPIENT shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all SUBRECIPIENT's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event SUBRECIPIENT is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if SUBRECIPIENT has no employees as defined in California Labor Code Section 3350 et seq. during the entire period of this Agreement and SUBRECIPIENT submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of SUBRECIPIENT and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the SUBRECIPIENT in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and SUBRECIPIENT. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of SUBRECIPIENT pursuant to SUBRECIPIENT's activities hereunder. SUBRECIPIENT shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each

subcontractor. COUNTY, its officials, officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the SUBRECIPIENT is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this Agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

SUBRECIPIENT shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the SUBRECIPIENT may be held responsible for payment of damages resulting from SUBRECIPIENT'S services of operation pursuant to the Agreement, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the SUBRECIPIENT is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the SUBRECIPIENT'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

(Co of SB Std Terms Ver 10/01/01)

EXHIBIT D
INTERIM COVENANT

EXHIBIT E

CONSTRUCTION SCHEDULE

Task Number	Sub Task Number	Task Name	Start Date	Duration in Days	End Date
2	1.0	2.1 Mobilization & Site Preparation	4/17/2017	60	6/16/2017
2	2.0	2.2 Infrastructure & Grading	4/19/2017	60	6/18/2017
3	1.0	3.1 Foundation	4/19/2017	45	6/3/2017
4	1.0	4.1 Framing Building A	5/22/2017	100	8/30/2017
4	2.0	4.2 Utility Rough In Building A	7/10/2017	45	8/24/2017
5	1.0	5.1 Seal Building Envelope Building A	8/19/2017	30	9/18/2017
5	2.0	5.2 Other Exterior Work Building A	8/19/2017	30	9/18/2017
6	1.0	6.1 Interior Walls & Cabinets Building A	9/19/2017	45	11/3/2017
6	2.0	6.2 Interior Painting & Flooring Building A	9/19/2017	45	11/3/2017
6	3.0	6.3 Utility Completion Building A	10/6/2017	30	11/5/2017
6	4.0	6.4 Trim Finishes Building A	11/19/2017	30	12/19/2017
7	1.0	7.1 Framing Building B	5/6/2017	180	11/2/2017
7	2.0	7.2 Utility Rough In Building B	8/5/2017	90	11/3/2017
8	1.0	8.1 Seal Building Envelope Building B	11/5/2017	60	1/4/2018
8	2.0	8.2 Other Exterior Work Building B	11/5/2017	45	12/20/2017
9	1.0	9.1 Interior Walls & Cabinets Building B	11/5/2017	60	1/4/2018
9	2.0	9.2 Interior Painting & Flooring Building B	12/6/2017	60	2/4/2018
9	3.0	9.3 Utility Completion Building B	1/5/2018	60	3/6/2018
9	4.0	9.4 Trim Finishes Building B	3/17/2018	60	5/16/2018

Sawyer Schedule

