

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT (the “Amendment”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (“City”), and **ARCHWAY MONTVIEW MANOR, LLC**, a Colorado limited liability company, whose address is 8558 W. 14th Ave, Suite A, Lakewood, Colorado 80215 (“Grantee”), each individually a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, the Parties entered into that certain Funding Agreement dated December 13, 2022 (the “Agreement”), relating to a grant of ARPA Funds (as defined in the Agreement) to Grantee in the amount of \$1,000,000.00 (the “Loan”) for the acquisition and rehabilitation of a property that will be used as affordable housing for low- to moderate-income households ; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 5.D. of the Loan Agreement entitled “Accessibility Requirements,” is deleted in its entirety and replaced with the following:

“D. Unit Requirements. Grantee must comply with Section 504 of the Rehabilitation Act of 1973 and HUD’s implementing regulations at 24 C.F.R. Part 8. It is anticipated that Grantee’s projected cost of alterations will be less than seventy-five percent (75%) of the replacement cost of the restricted value of the completed facility. As such, Grantee must comply with 24 C.F.R. § 8.23, which requires, among other things, that Grantee shall ensure that alterations to dwelling units at the Property, to the maximum extent feasible, be made readily accessible to and usable by individuals with disabilities. If, during the project period, the cost of alterations exceeds 75% of the replacement cost of the completed facility, then the provisions of 24 C.F.R. § 8.22 shall apply to the Project.”

2. Except as herein amended, the Agreement continues in effect, and is affirmed and ratified in each and every particular.

3. This Amendment will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number:
Contractor Name:

HOST-202368183-01 / HOST-202265494-01
ARCHWAY MONTVIEW MANOR LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202368183-01 / HOST-202265494-01
ARCHWAY MONTVIEW MANOR LLC

By: See attached signature page

Name: See attached signature page
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

HOST-202368183-01 / HOST-202265494-01
ARCHWAY MONTVIEW MANOR LLC

By: 

Name: SEBASTIAN CORRADINO
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)