

AMENDMENT TO
CDBG DISASTER RECOVERY PROGRAM AGREEMENT
With
BEYOND SHELTER, INC.

THIS AMENDMENT ("AMENDMENT") TO CDBG DISASTER RECOVERY PROGRAM AGREEMENT is made and entered into May 18, 2020 by and among The City of Minot, ND, a municipal corporation ("City"), Beyond Shelter, Inc., a 501c3 non-profit organized as a North Dakota nonprofit corporation ("Developer"), and Fieldcrest, LLC, a North Dakota limited liability company ("Owner")

WHEREAS, The City and Developer entered into that certain CDBG Disaster Recovery Program Agreement dated January 13, 2014 (the "Original Agreement"), as amended by that certain Amendment #1 To The Contract Between The City of Minot, North Dakota and Beyond Shelter for the Development of Fieldcrest dated March 7, 2016 (the "First Amendment", and together with the Original Agreement, collectively, the "CDBG-DR Agreement") for the purpose of providing specific financial support to a Low/Moderate Income Multi-Family rental apartment development primarily supported through and led by State of North Dakota financial resources, and

WHEREAS, In connection with the CDBG-DR Agreement, the City disbursed \$850,000 (the "CDBG-DR Funds"), \$750,000 of which the Developer used to purchase the following property originally described in the CDBG-DR Agreement as Lots 1, 2, and 3, Conrad Cook First Addition to the City of Minot, Ward County, North Dakota (the "Development Site"), and \$100,000 of which the City used to provide certain infrastructure improvements to the Development Site, as more thoroughly described in the CDBG-DR Agreement; and

WHEREAS, The Developer subsequently conveyed the Development Site to Owner pursuant to that certain Quit Claim Deed dated May 14, 2014 (the "Fieldcrest Deed") for purposes of constructing, developing and operating a 42-unit affordable housing project known as "Fieldcrest Apartments" (the "Fieldcrest Project"); and

WHEREAS, The Developer is the manager of Owner; and

WHEREAS, The Owner entered into that certain Declaration of Land Use Restrictive Covenants North Dakota Housing Incentive Fund for the benefit of the Industrial Commission of North Dakota acting as the North Dakota Housing Finance Agency on May 14, 2014 and recorded on the Development Site on May 20, 2014 (the "LURA"), and

WHEREAS, The LURA requires that Nine (9) units in the Fieldcrest Project be occupied by tenants with total household income at or below 30% of the AMI as published by HUD for Ward County, and that an additional thirty-three (33) units in the project must be occupied by tenants with total household income at or below 80% of the AMI as published by HUD for Ward County, and

WHEREAS, The LURA and the requirements contained therein are consistent with, or more restrictive than the CDBG-DR Program Agreement for LMI restricted units.

NOW, THEREFORE, in consideration of the foregoing, the City and Developer, including Developer as the manager of the Owner, desire to amend the CDBG Agreement as follows:

1. The Developer agrees that, as manager of the Owner, it shall cause the Owner to comply with the Developer's obligations under the CDBG-DR Program Agreement with respect to the Fieldcrest Project.
2. The Owner, as a third party beneficiary under the CDBG-DR Program Agreement and as owner of the Fieldcrest Project, agrees to comply with the Developer's obligations under the CDBG-DR Program Agreement solely with respect to the Fieldcrest Project.
3. Exhibit A of the CDBG-DR Program Agreement is hereby amended and restated in its entirety in the form attached hereto as Exhibit A.
4. A copy of the Fieldcrest Deed is hereby added to the CDBG-DR Program Agreement as a new "Exhibit G", in the form attached hereto as Exhibit B.
5. A copy of the LURA is hereby added to the CDBG-DR Program Agreement as a new "Exhibit H", in the form attached hereto as Exhibit C.
6. The recitals set forth above are true and correct statements of fact and are incorporated herein by reference with the same force and effect as though restated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date set forth above.

Witness

Lance K. Bechum

Beyond Shelter, Inc.

Date

D. P. Mader

5-22-2020

Witness

Lance K. Bechum

Fieldcrest, LLC, a North Dakota
limited liability company

Date

By: Beyond Shelter, Inc.

Its: Manager

D. P. Mader

5-22-2020

Witness

Kellynatako

City of Minot

Jaun Spmer

5-27-2020

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Exhibit A

**"Exhibit A CDBG-DR Agreement
Project Description**

Beyond Shelter, Inc., a North Dakota nonprofit corporation ("BSI"), in partnership with the Minot Housing Authority ("MHA") will, collectively, develop 42 affordable housing units on approximately 3.40 acres at the intersection of 36th Avenue NE and 6th Street NE, Minot, North Dakota, legally described as Lots 1, 2, and 3, Conrad Cook First Addition to the City of Minot, Ward County, North Dakota (the "Development Site").

BSI is the manager of Fieldcrest, LLC, a North Dakota limited liability company (the "Owner"). BSI conveyed the Development Site to the Owner pursuant to that certain Quit Claim Deed dated May 14, 2014 (the "Fieldcrest Deed"), for purposes of constructing, developing and operating a 42-unit affordable housing project known as the "Fieldcrest Apartments" ("Fieldcrest Project").

BSI has caused the Owner to construct, develop and operating the Fieldcrest Project with mix of ten (10) one-bedroom units (4 fully accessible), twenty-six (26) two-bedroom units (3 fully accessible), and six (6) three-bedroom units. All units are reserved for households having initial incomes at or below eighty percent (80%) of Area Median Family Income, adjusted for household size, as established by HUD.

MHA serves as a member of the Owner and assists BSI in the ownership and operating of the Fieldcrest Project. MHA also serves directly as the property manager of the Fieldcrest Project and provides nine (9) Project Based Housing Choice Vouchers to the Fieldcrest Project.

Exhibit B

**"Exhibit G
Fieldcrest Deed"**

Exhibit C

**"Exhibit H
Fieldcrest LURA"**