

FIRST AMENDMENT TO AFFORDABLE HOUSING FUNDING AGREEMENT

THIS FIRST AMENDMENT TO AFFORDABLE HOUSING FUNDING AGREEMENT (“First Amendment”), made and entered into, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), the Housing Authority of the City of Columbia, Missouri, a municipal corporation of the State of Missouri (hereinafter "Agency"), and Kinney Point Housing Development Group, LP, a limited partnership organized in the State of Missouri (hereinafter "Property Owner") with an effective date of the last party's execution of this Agreement (the City, the Agency, and the Property Owner being the “Parties”).

WITNESSETH:

WHEREAS, the City, the Agency, and the Property Owner entered into that certain Affordable Housing Funding Agreement effective as of November 17, 2023 (“Initial Agreement”); and

WHEREAS, the Parties hereto desire to amend the Initial Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this First Amendment and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto agree as follows.

1. Notwithstanding anything to the contrary, the property to be developed pursuant to the Initial Agreement, as amended by this First Amendment, is described as follows:

A TRACT OF LAND CONTAINING 2.95 ACRES, MORE OR LESS, BEING KINNEY POINT PLAT NUMBER ONE (1) IN THE CITY OF COLUMBIA, BOONE COUNTY, MISSOURI, AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGE 54, RECORDS OF BOONE COUNTY, MISSOURI.

2. The fourth recital of the Initial Agreement is hereby amended by deleting the phrase “24 affordable housing rental units” therefrom and by inserting the phrase “34 affordable housing rental units” in lieu thereof.
3. Section 1.a. of the Initial Agreement is hereby amended by deleting the phrase “24 affordable housing rental units” therefrom and by inserting the phrase “34 affordable housing rental units” in lieu thereof.
4. Section 1.b. of the Initial Agreement is hereby amended by inserting the following sentence at the end thereof: Twenty Four (24) units in total will designated as fixed HOME units, including each unit located in buildings one (1), two (2), three (3), four (4), five(5) and six (6), as shown on the PD Plan for Kinney Point approved September 6, 2023. Units will be qualifications and standards set forth in HUD HOME ARP Notice CPD-21-10 Issued on September 13, 2021. Units identified as fixed HOME units are identified as:

Building 1
 820 N Garth Ave
 Apt 100 2 bed
 Apt 102 2 bed
 Apt 104 2 bed
 Apt 106 2 bed

Building 2 800 N Garth Ave
Apt 100 3 bed
Apt 102 3 bed
Apt 200 4 bed
Apt 202 4 bed

Building 3 804 N Garth Ave
Apt 100 2 bed
Apt 102 2 bed
Apt 200 4 bed
Apt 202 4 bed

Building 4 808 N Garth Ave
Apt 100 3 bed
Apt 102 3 bed
Apt 200 4 bed
Apt 202 4 bed

Building 5 812 N Garth Ave
Apt 100 2 bed
Apt 102 2 bed
Apt 200 4 bed
Apt 202 4 bed

Building 6 816 N Garth Ave
Apt 100 3 bed
Apt 102 3 bed
Apt 200 4 bed
Apt 202 4 bed

5. Section 2.a. of the Initial Agreement is hereby amended and restated as follows:

“a. Term of Agreement and Term of Loan. The term of this Agreement shall continue through December 31, 2061. The term of the Loan shall have a maturity date of December 31, 2061.”

6. Section 3.a. of the Initial Agreement is hereby amended by deleting the phrase “90 days of the Effective Date” therefrom and by inserting the phrase “August 31, 2024” in lieu thereof.

7. Section 3.b. of the Initial Agreement is hereby amended by deleting the phrase “July 31, 2024” therefrom and by inserting the phrase “December 31, 2025” in lieu thereof.

8. Section 3.c. of the Initial Agreement is hereby amended by deleting the phrase “no later than December 31, 2024” and replacing it with the phrase “in accordance with all applicable federal funding deadlines.”

9. The Initial Agreement, as amended by this First Amendment, is hereby ratified and affirmed and remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw

HOUSING AUTHORITY OF THE CITY OF COLUMBIA, MISSOURI

By: _____
Randy Cole, Chief Executive Officer

Date: _____

KINNEY POINT HOUSING DEVELOPMENT GROUP, LP, a Missouri Limited Partnership

By: **Kinney Point Housing GP, LLC, a Missouri Limited Liability Company, General Partner**

By: **Columbia Community Housing Trust, a Missouri Nonprofit Corporation, Sole Member**

By: _____
Bob Hutton, President

Date: _____