



HARRIS COUNTY HOUSING & COMMUNITY DEVELOPMENT

Thao Costis, Executive Director

THIRD AMENDMENT TO AGREEMENT BETWEEN HARRIS COUNTY, HCHA REDEVELOPMENT, INC. AND FIRST MET APARTMENTS, LP FOR THE FIRST MET APARTMENTS PROJECT

This Third Amendment is made and entered into by and between Harris County (the “Grantee”), HCHA REDEVELOPMENT AUTHORITY, INC. (the “Nonprofit”), and FIRST MET APARTMENTS, LP (the “Maker”). The Grantee, Nonprofit, and Maker are known individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, the Parties entered into an Agreement (the “Master Agreement”) on August 23, 2022, to a Community Development Block Grant (CDBG-DR) Disaster Recovery Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Construction of the First Met Apartments Project is to provide affordable housing for low to moderate-income seniors of Harris County; and

On April 25, 2023, Commissioner’s Court approved the First Amendment to the agreement to adjust the Leverage Budget to include the following: a) an increase in Construction Line Item by \$33,957, due to adding water submeters on all units; b) an increase in General Soft Cost Line Item by \$440,000, which includes HCHA Sales Tax Savings (\$350,000) and construction Management Fee (\$90,000); c) an increase in the Construction Financing Line Item by \$142,566, due to higher than anticipated Builder's Risk Premium; d) an increase in the Permanent Loan Financing Line Item by \$200,000 due to additional legal fee and title fees. The reason for the First Amendment for First Met Apartments is to Firm up the Limited Partner Agreement LPA. The total Harris County CDBG-DR funding will be \$23,368,381 and \$1,631,618 in NSP-1 Funds. The total project cost is \$44,696,168.

On November 12, 2024, Commissioner’s Court approved the Second Amendment to the agreement between Harris County, HCHA Redevelopment Authority, Inc., and First Met Apartments, LP to add \$346,624 in NSP-1 Funds to the acquisition line item. The original NSP-1 funds award amount will increase from \$1,631,618 to \$1,978,242. The CDBG-DR funds of \$23,368,381 will remain unchanged.

WHEREAS now, the Parties desire to amend said Agreement to request for an approval of a Third Amendment to the agreement between Harris County, HCHA Redevelopment Authority, Inc., and First Met Apartments, to extend the project by 165 calendar days for project completion by June 1, 2025. The total Harris County CDBG-DR budget remains unchanged.

NOW THEREFORE, the County and the Grantee, Nonprofit, and Maker do mutually agree as follows:

TERMS

All references in the Master Agreement to the Completion of Construction being required within 18 months from the start of construction shall be extended by an additional 165 days (the "Construction Extension Period") such that the Completion of Construction deadline is now June 1, 2025. This allowance of the Construction Extension Period shall be applicable to Article I (D); Article II (C) (5) Completion of Work; Exhibit A; Exhibit B (Activity 15) (Item 15); and any other reference in the Master Agreement to Completion of Construction requirement. To the extent the Completion of Construction is required by additional documents that accompanied the Master Agreement, including but not limited to, the Loan Note, Deed of Trust, Intercreditor, Subordination and Funding Agreement, both Parties agree that such requirement in those documents is, to the maximum extent possible by the Parties hereunder, also modified by the application of the above-referenced Construction Extension Period.

II.

The Parties understand and agree, said understanding and agreement also being of the absolute essence of this Third Amendment, that no additional funds are being appropriated under this Third Amendment.

III.

All other terms of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

IV.

It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this Third Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this Third Amendment shall control.

VI.

Execution, Multiple Counterparts: This Third Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Third Amendment.

Signatures to Follow on the next page

**EXHIBIT D BUDGET
HCHA REDEVELOPMENT AUTHORITY, INC.
FIRST MET APARTMENT PROJECT**

Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed TWENTY-THREE THREE-HUNDRED SIXTY-EIGHT THREE HUNDRED EIGHTY-ONE MILLION DOLLARS AND 00/100 (\$23,368,381), as certified available by the Harris County Auditor and as evidenced by the of a Purchase Order from the Harris County Purchasing Agent.

Description	Harris County CDBG-DR Funds	NSP1 Funds	CDBG-DR Leverage	TOTAL
Acquisition	\$1,118,382	\$1,978,242		\$3,096,624
Off-Site				
Site Work	\$2,874,928		\$552,219	\$3,427,147
Direct Construction	\$18,070,309		\$3,697,365	\$21,767,674
Other Construction			\$4,783,120	\$ 4,783,120
General Soft Costs			\$2,561,603	\$2,561,603
Construction Financing			\$1,765,147	\$1,765,147
Permanent Loan Financing			\$734,634	\$734,634
Syndication				
Reserves			\$488,959	\$488,959
Developer Fees			\$5,113,122	\$5,113,122
Subtotal	\$22,063,619	\$1,978,242	\$19,696,169	\$43,738,030
Harris County CSD Management and Oversight and HCED Inspections	\$1,184,762			\$1,184,762
Construction Management	\$120,000			\$120,000
Subtotal	\$23,368,381	\$1,978,242	\$19,696,169	\$45,042,792

SOURCES (PERMANENT)	AMOUNT
Harris County CDBG-DR	\$23,368,381
NSP-1	\$1,978,242
Amegy	\$19,696,169
Total Sources	\$45,042,792
Total Uses	\$45,042,792

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to Agreement this

26 day of March, 2025.

ATTEST: Catalina Woods

HCHA REDEVELOPMENT AUTHORITY, INC.
a Texas public facility corporation

By: Melissa Quijano
Melissa Quijano, Executive Director/CEO

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

HARRIS COUNTY

By: Gina Boul
Gina Boul
Assistant County Attorney
CA File ID: 25GEN0714

By: _____
LINA HIDALGO
Harris County Judge

ORDER OF COMMISSIONERS COURT

Authorizing Amendment to Loan Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of _____, 2025 with the following members present except _____.

A quorum was present when, among other business, the following was transacted:

THIRD AMENDMENT TO AGREEMENT BETWEEN HARRIS COUNTY, HCHA REDEVELOPMENT, INC. AND FIRST MET APARTMENTS, LP FOR THE FIRST MET APARTMENTS PROJECT

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

Section 1. The Harris County Judge is authorized to execute the Third Amendment to the Loan Agreement Between Harris County, HCHA Redevelopment Authority Inc. and First Met Apartments, LP for the First Met Apartments Project to: extend the construction completion date to June 1, 2025, due to unforeseen site conditions

Section 2. HCHCD and its Executive Director, or his/her designee, are authorized to take such actions and execute such other documents as they deem necessary or convenient to carry out the purposes of this order.