



HARRIS COUNTY, TEXAS COMMUNITY SERVICES DEPARTMENT

Adrienne M. Holloway, Ph.D.
Executive Director

8410 Lantern Point Drive
Houston, Texas 77054

FOURTH AMENDMENT TO AGREEMENT BETWEEN HARRIS COUNTY, CROSSROADS HOUSING DEVELOPMENT CORPORATION, AND ENCLAVE AT LAKE POINTE, LP FOR THE ENCLAVE AT LAKE POINTE PROJECT

This Fourth Amendment is made and entered into by and between Harris County (the "Grantee"), Crossroads Housing Development Corporation (the "Nonprofit"), and Enclave at Lake Pointe, 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 April 28, 2020, 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 Enclave at Lake Pointe Project is to provide affordable housing to income-eligible seniors of Harris County; and

WHEREAS, on February 8, 2022, Commissioners Court approved the first amendment to amend said Agreement to (i) extend the 18-month construction completion requirement for an additional 6 months to August 19, 2022 (due to unexpected utility infrastructure delays before closing and supply chain delays resulting from the COVID-19 pandemic); and (ii) decrease the (a) Construction Management Fee line-item budget by \$45,600 and (b) CSD Management and HCED Inspections line-item budget by \$346,528, with such reductions resulting in a corresponding decrease to the total CDBG-DR FY17 funds to be provided by Grantee by \$392,128.00 and a total amount of funding for this project to \$27,421,897.00; and

WHEREAS, on June 13, 2022, Commissioners Court approved the second amendment to said agreement to increase the CSD Management and HCED Inspections line-item budget to \$600,000. Due to continual delays in construction, budget lines associated with CSD Management and HCED Inspections required a longer time horizon to provide requisite services and oversight of the said contract. The total amount of Harris County CDBG-DR FY17 funds for this project is \$12,674,400. The total amount of funding for this project is now \$27,768,425.

WHEREAS, on August 23, 2022, Commissioners Court approved the third amendment to said agreement to: (i.) extends the 18-month construction completion requirement for an additional four (4) months to November 30, 2022 (due to unexpected utility infrastructure delays before closing and supply chain delays resulting from the COVID-19 pandemic).

WHEREAS, the Parties now desire to amend said agreement to: (i) approve an increase to the total CDBG-DR FY17 funds by \$2,406,876.00 resulting in the corresponding increases (a) Site Work increased by \$219,777 to \$2,123,847; and (b) Direct Construction increased by \$2,186,309 to

\$12,282,239; (ii) the revised total amount of Harris County CDBG-DR FY17 funds for this project is now \$15,081,276.00 and a total project funding of \$30,175,301.

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

TERMS

I.

EXHIBIT D, "BUDGET" of the Master Agreement is replaced entirely with the Exhibit D "Budget" attached hereto and shall be known as "Exhibit D" to the Fourth Amendment to Agreement. To the extent the sums reflected on Exhibit D are included or reflected in additional documents accompanying the Master Agreement (Loan Note, Deed of Trust, Intercreditor, Subordination and Funding Agreement, etc.), both Parties agree that such sums in those documents are, to the maximum extent possible, also modified by the application of this replacement Budget.

II.

In the event of any conflict between this Fourth Amendment to Agreement and the original Agreement, the terms of this Fourth Amendment shall govern. All other conditions between the parties shall remain in full force and effect.


Signatures to Follow on Next Page

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment to Agreement this _____ day of _____, 20__.

ENCLAVE AT LAKE POINTE, LP
a Texas limited partnership

By: Enclave at Lake Pointe GP, LLC,
A Texas limited liability company,
its General Partner

By: Magellan Housing TX, LLC
A Texas limited liability company,
its Manager

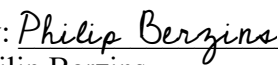
By: 
Amay Inamdar,
Manager

CROSSROADS DEVELOPMENT CORPORATION

DocuSigned by:
a Texas nonprofit corporation
By: 
8F96EAA1GFBD49D...
Stacy Swisher
Executive Director

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE
County Attorney

By: 
Philip Berzins
Assistant County Attorney
CA File ID: 22GEN3512

HARRIS COUNTY

By: _____
LINA HIDALGO
Harris County Judge

EXHIBIT D**BUDGET****Enclave at Lake Pointe, LP****Enclave at Lake Pointe 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 FIFTEEN MILLION EIGHTY-ONE THOUSAND TWO HUNDRED SEVENTY-SIX DOLLARS AND 00/100 (\$15,081,276.00), as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

| Description | | Harris County CDBG-DR Funds | CDBG-DR Leverage | TOTAL |
|---|--|--------------------------------|------------------|---------------|
| Acquisition | | \$ - | \$ 2,792,265 | \$ 2,792,265 |
| Off-Site | | \$ - | \$ 678,619 | \$ 678,619 |
| Site Work | | \$ 2,123,847 | \$ - | \$ 2,123,847 |
| Construction | | \$ 12,282,239 | \$ 1,563,270 | \$ 13,845,509 |
| Other Construction | | \$ - | \$ 2,174,390 | \$ 2,174,390 |
| General Soft Costs | | \$ - | \$ 2,203,276 | \$ 2,203,276 |
| Construction Financing | | \$ - | \$ 1,565,805 | \$ 1,565,805 |
| Permanent Loan Financing | | \$ - | \$ 410,790 | \$ 410,790 |
| Syndication | | \$ - | \$ 88,305 | \$ 88,305 |
| Reserves | | \$ - | \$ 563,429 | \$ 563,429 |
| Developer Fees | | \$ - | \$ 3,054,666 | \$ 3,054,666 |
| Subtotal | | \$ 14,406,876 | \$ 15,094,025 | \$ 29,500,901 |
| Harris County CSD Management and Oversight and HCED Inspections | | \$ 600,000 | | \$ 600,000 |
| Construction Management | | \$ 74,400 | | \$ 74,400 |
| Subtotal | | \$ 15,081,276 | \$ 15,094,025 | \$ 30,175,301 |
| SOURCES (PERMANENT) | | | AMOUNT | |
| Harris County CSD CDBG-DR | | | \$15,081,276 | |
| Mortgage Revenue Bonds - Citibank, N.A. | | | \$ 7,000,000 | |
| HTC Syndication Proceeds - Hudson Housing | | | \$ 6,545,541 | |
| Enclave at Lake Pointe Developer, LLC | | | \$ 1,548,484 | |
| Total Sources | | | \$30,175,301 | |
| Total Uses | | | \$30,175,301 | |

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 _____, 2022 with the following members present except _____.

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

**FOURTH AMENDMENT TO AGREEMENT BETWEEN HARRIS COUNTY,
 CROSSROADS HOUSING DEVELOPMENT CORPORATION, AND ENCLAVE AT
 LAKE POINTE, LP FOR THE ENCLAVE AT LAKE POINTE 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. Cagle | <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 as follows:

Section 1. The Harris County Judge is authorized to execute the Fourth Amendment to the Loan Agreement Between Harris County, Crossroads Housing Development Corporation, and Enclave at Lake Pointe, LP for the Enclave at Lake Pointe Project. This amendment: the parties now desire to amend said agreement to: (i) approve an increase to the total CDBG-DR FY17 funds by \$2,406,876.00 resulting in the corresponding increases (a) Site Work increased by \$219,777 to \$2,123,847; and (b) Direct Construction increased by \$2,186,309 to \$12,282,239; (ii) the revised total amount of Harris County CDBG-DR FY17 funds for this project is now \$15,081,276.00 and a total project funding of \$30,175,301. The Fourth Amendment is attached hereto and made a part hereof for all purposes as though fully set out in this Order word for word.

Section 2. HCCSD 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.