



## **HARRIS COUNTY, TEXAS COMMUNITY SERVICES DEPARTMENT**

**Adrienne M. Holloway, Ph.D.**  
*Executive Director*

8410 Lantern Point Drive  
Houston, Texas 77054

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

This Fifth 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 the 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; and

WHEREAS, on August 23, 2022, Commissioners Court approved the third amendment to the 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); and

WHEREAS, on September 27, Commissioner Court approved the fourth amendment to the 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; and

WHEREAS, the Parties now desire to amend said Agreement to extend the 18-month construction completion requirement for an additional three (3) months to February 28, 2023 (due to unexpected utility infrastructure delays before closing and supply chain delays resulting from the COVID-19 pandemic) and to complete all required inspections.

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

### TERMS

#### I.

All references in the Master Agreement to the Completion of Construction are required within 18 months from the start of construction and shall be extended by an additional three (3) months (the "Construction Extension Period") such that the Completion of Construction deadline is now February 28, 2023. This allowance of the Construction Extension Period shall apply to Article I (D); Article II (C) (5) Completion of Work; Exhibit A; Exhibit B (Activity 15) (Item 16); 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 which accompanied the Master Agreement (Loan Note, Deed of Trust, Intercreditor, Subordination and Funding Agreement, etc.), 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.

"Exhibit D, Budget" attached to the Master Agreement is replaced entirely. The amended Exhibit D, Budget is attached hereto and shall be known as "Exhibit D -1". All references to Exhibit D will now refer to D-1.

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

#### III.

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

IV.

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

V.

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 Fifth Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this Fifth Amendment shall control.

VI.

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

*Signatures to Follow on the Next Page*

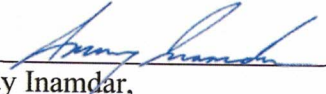


IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment to Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ENCLAVE AT LAKE POINTE, LP**  
a Texas limited partnership

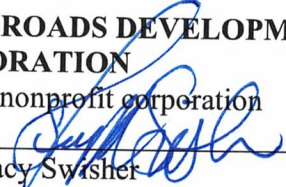
By: Enclave at Lake Pointe GP, LLC,  
A Texas limited liability company,  
its General Partner

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

By:   
Amay Inamdar,  
Manager

**CROSSROADS DEVELOPMENT  
CORPORATION**

a Texas nonprofit corporation

By:   
Stacy Swisher  
Executive Director

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE  
County Attorney

By:   
Sarah Hodges  
Assistant County Attorney  
CA File ID: 22GEN4215

HARRIS COUNTY

By: \_\_\_\_\_  
LINA HIDALGO  
Harris County Judge

**EXHIBIT D -1****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	\$ 12,283,029	\$ 1,562,480	\$ 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
<b>Subtotal</b>	<b>\$ 14,406,876</b>	<b>\$ 15,094,025</b>	<b>\$ 29,500,901</b>
Harris County CSD Management and Oversight and HCED Inspections	\$ 600,000		\$ 600,000
Construction Management	\$ 74,400		\$ 74,400
<b>Subtotal</b>	<b>\$ 15,081,276</b>	<b>\$ 15,094,025</b>	<b>\$ 30,175,301</b>
<b>SOURCES (PERMANENT)</b>		<b>AMOUNT</b>	
Harris County CSD CDBG-DR		\$15,081,276	
Mortgage Revenue Bonds - Citibank, N.A.		\$ 7,000,000	
HTC Syndication Proceeds – Royal Bank of Canada		\$ 6,545,541	
Enclave at Lake Pointe Developer, LLC		\$ 1,548,484	
<b>Total Sources</b>		<b>\$30,175,301</b>	
<b>Total Uses</b>		<b>\$30,175,301</b>	

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 \_\_\_\_\_, 2023 with the following members present except \_\_\_\_\_.

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

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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 the 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 been 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 Fifth 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: to extend the 18-month construction completion requirement for an additional three (3) months to February 28, 2023 (due to unexpected utility infrastructure delays before closing and supply chain delays resulting from the COVID-19 pandemic) and complete all required inspections. The Fifth 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.