

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AFFORDABLE HOUSING FUND
FIRST AMENDMENT TO GRANT AGREEMENT**

THIS FIRST AMENDMENT TO GRANT AGREEMENT ("Amendment") is made and entered into this 21st day of April, 2022, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A, whose principal address is 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG") through its **OFFICE OF AFFORDABLE HOUSING**, and **LEXINGTON HABITAT FOR HUMANITY**, a Kentucky non-profit corporation, whose principal address is 700 East Loudon Avenue, Lexington, Kentucky 40505 ("Recipient").

RECITALS

WHEREAS, LFUCG and Recipient previously entered a Grant Agreement on August 5, 2019 ("Agreement") for a housing-related project that allocated **EIGHTY-FIVE THOUSAND NINE HUNDRED TWENTY SIX AND 00/100 DOLLARS (\$85,926.00)** ("Allocation") toward new construction and rehabilitation activities for properties located at 612 Breckinridge, 131 Betty Hope Lane, 697 Georgetown Street, 748 Florida Street and 764 Maple Street;

WHEREAS, the Agreement provided that **TWENTY-NINE THOUSAND SEVEN HUNDRED AND TWENTY-SIX DOLLARS (\$29,726.00)** ("Partial Allocation") of the original Allocation was dedicated to rehabilitation activities on properties located at 748 Florida Street and 764 Maple Street;

WHEREAS, in October 2020, the Recipient requested approval from the Affordable Housing Governing Board to use **EIGHTEEN THOUSAND SEVEN HUNDRED AND FIVE DOLLARS (\$18,705.00)** of the Partial Allocation exclusively for the rehabilitation of the Maple Street property ("Request") and the balance for the Florida Street property, in preparation for the eventual sale of the Maple and Florida street properties;

WHEREAS, the Affordable Housing Governing Board approved the Request and also voted in October 2020 to allocate an additional **TWENTY THOUSAND DOLLARS (\$20,000.00)** exclusively toward the cost of rehabilitation of the Florida Street property, which when added with the balance of the Partial Allocation, increased the total amount allocated for rehabilitation of the Florida Street property by **TEN THOUSAND TWO HUNDRED AND SEVENTY-FOUR DOLLARS (\$10,274.00)** ("Florida Street Allocation"), if the Recipient would agree to terms outlined in a Commitment Letter, attached as Exhibit A and incorporated herein by reference;

WHEREAS, the Commitment Letter provided that the Recipient would only receive the Florida Street Allocation if it would agree that it would only sell the Florida Street property to a homeowner who was considered eligible for assistance pursuant to the Recipient's guidelines;

WHEREAS, the Recipient agreed to the terms outlined in the Commitment Letter;

NOW, THEREFORE, in consideration of the covenants set out herein, the parties agree as follows:

- I. The Recipient and LFUCG agree to amend the Agreement, entered August 5, 2019, as

follows:

- A. Section 1.1 of the Agreement, titled “LFUCG’s Commitment,” shall be amended to include the following paragraph:

Pursuant to the Application, the Agreement, and any Amendments thereto, LFUCG will also make available an additional amount, not to exceed **TEN THOUSAND TWO HUNDRED SEVENTY-FOUR DOLLARS (\$10,274.00)** (“**Florida Street Allocation**”) to Recipient from the Affordable Housing Fund. All of the terms and conditions outlined in the Agreement shall apply to the Florida Street Allocation. The Florida Street Allocation will be disbursed by LFUCG to Recipient in accordance with the requirements set forth in the Agreement and any Amendments thereto, and the disbursements shall be conditioned upon Recipient’s continued satisfactory performance under the terms of the Agreement. Funds will be expended only for the purpose described in the Agreement and any Amendments thereto, and must be expended in conformity with all other provisions of the Agreement. Further, LFUCG will not be required to advance any amount under this Amendment if an Event of Default (as defined in the Agreement) has occurred and is continuing.

- B. Section 1.2 of the Agreement, titled “Eligible Activity,” shall be amended to include the following paragraph:

The Florida Street Allocation shall be used exclusively for the construction and/or rehabilitation of property located at 748 Florida Street, which will either be leased to eligible households per Affordable Housing Fund guidelines or else sold to eligible households, as defined by the Recipient’s guidelines.

- C. Section 7.1 of the Agreement, titled “Notices,” shall be amended to provide that all notices sent to LFUCG shall be sent to the following address:

LFUCG: Lexington-Fayette Urban County Government
 200 East Main Street, 6th Floor
 Division of Grants and Special Programs
 Lexington, Kentucky 40507
 ATTN: Richard McQuady, Affordable Housing Manager

- II. All other terms and conditions as stated in the Agreement, except as modified herein, shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURE
PAGES TO FOLLOW.

EXHIBIT A
(October 2020 Commitment Letter)