

## **SECOND ADDENDUM TO MODERATE INCOME HOUSING GRANT AGREEMENT**

This Second Addendum to the Moderate-Income Housing Grant Agreement (“Second Addendum”) between the City of Sedgwick, Kansas (“Grantee”), 520 N. Commercial, Sedgwick, Kansas 67135, and Kansas Housing Resources Corporation (“KHRC”), is effective August 21, 2024.

**WHEREAS**, KHRC administers the Moderate Income Housing (“MIH”) program through the State Housing Trust Fund (“SHTF”), which provides loans or grants to cities or counties for infrastructure or housing development in rural areas (“Eligible Activities”);

**WHEREAS**, Grantee and KHRC entered into the Moderate Income Housing Agreement executed on January 28, 2020 (the “Agreement”), under which KHRC agreed to allocate MIH program funds to Grantee, and Grantee agreed to use those funds to complete certain Eligible Activities as detailed in the Agreement;

**WHEREAS**, a First Addendum to the Agreement executed on March 3, 2023 provided Grantee additional MIH program funds in the amount of \$40,000 to support the Eligible Activities as set out in the Agreement;

**WHEREAS**, Grantee now requests a reduction in the number of MIH housing units from five (5) units to four (4) units to enable the combining of two adjoining parcels for sale to one buyer, and KHRC is agreeable to the requested change for this purpose; and

**WHEREAS**, the parties desire to modify the Agreement to provide for the above-referenced amendment with express stipulations as noted herein, and otherwise to ratify and confirm the Agreement in its entirety.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the parties agree as follows:

1. The number of MIH housing units to be constructed by Grantee for sale to MIH-eligible households as provided in the Agreement shall be reduced from five (5) units to four (4) units.
2. The aforementioned modification and this addendum validity are expressly contingent upon sale to the current identified buyer. In the event the prospective sale to this buyer is not completed, on or before September 30, 2024, the addendum is null and void by its own terms without further action by the parties hereto.
3. All other terms and conditions of the Agreement are hereby ratified and affirmed. The parties reaffirm all certifications and representations made in the Agreement and understand that there has not been any waiver or modification of any of the terms or conditions of the Agreement except as expressly stated herein.
4. This Second Addendum, along with the aforementioned First Addendum, embody the entire agreement and understanding of the parties hereto with respect to the

subject matter contained herein. No alteration, modification, or change to this Second Addendum shall be valid unless executed in writing by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Addendum to the Agreement between Grantee and KHRC as of the date stated above.

**GRANTEE: City of Sedgwick, Kansas**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**KANSAS HOUSING RESOURCES CORPORATION**

By: \_\_\_\_\_  
Ryan S. Vincent, Executive Director

Date: \_\_\_\_\_