

**FIRST AMENDMENT TO THE
AGREEMENT FOR AFFORDABLE HOUSING
DUPLEX RENTAL ASSISTANCE DEMONSTRATION CONVERSION**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR AFFORDABLE HOUSING DUPLEX RENTAL ASSISTANCE DEMONSTRATION CONVERSION (this “First Amendment”) is made and entered into this ____ day of _____, 2025 (the “Effective Date”) by and between the **CITY OF BRIGHTON, COLORADO**, a Colorado home rule municipality of the County of Adams, State of Colorado (the “City”), and the **HOUSING AUTHORITY OF THE CITY OF BRIGHTON, COLORADO**, a body corporate and politic created and existing under the Housing Authorities Law of the State of Colorado (the “Developer”). The City and the Developer may be collectively referred to herein as the “Parties.”

WHEREAS, the Parties entered into an AGREEMENT FOR AFFORDABLE HOUSING DUPLEX RENTAL ASSISTANCE DEMONSTRATION CONVERSION effective April 4, 2017 (the “Agreement”); and

WHEREAS, the Developer has converted six (6) existing duplex units on the Jessup Street property, described in Exhibit A of the Agreement, into twelve (12) units (the “Amended Units”); and

WHEREAS, the Developer seeks to amend the scope of work proposed at the North 5th Avenue and South 18th Avenue properties to reflect that not all units agreed to be constructed were built so upon removal these units are not eligible for fee reduction; and

WHEREAS, the Developer converted one (1) unit on the North 5th Avenue property and two (2) units on the South 18th Avenue properties without seeking any fee reductions; and

WHEREAS, the Developer desires to remove the North 5th Avenue and South 18th Avenue properties described in Exhibit A of the Agreement from the list of properties defined in the Agreement; and

WHEREAS, through this First Amendment, the Developer seeks the City’s approval of the conversion of units at the North 5th Avenue and South 18th Avenue properties without seeking any fee reductions and to remove the properties from the Agreement; and

WHEREAS, the Parties desire to change the income qualification of the tenants as specified in the Agreement from those who earn not more than fifty percent (50%) of the Denver metropolitan area median household income to not more than fifty percent (50%) of the Area Median Income (the “AMI”) as determined by the most recent Colorado Housing and Finance Authority (“CHFA”) Income Limit and Maximum Rent Table for the applicable size household and bedroom count for Adams County; and

WHEREAS, the Parties acknowledge that Developer shall satisfy the Agreement’s compliance reporting requirements by providing the City, on or before January 31st of each year, with an annual report listing each unit’s rent amount, bedroom count, and the income limit which

the tenant's income falls under at the time of initial lease given the tenant's family size.

NOW, THEREFORE, in consideration of the foregoing recitals, of the mutual promises contained herein and within the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. MODIFICATIONS TO THE AGREEMENT.

- A. The 301 N. 5th Avenue, 55 S. 18th Avenue, and 75 S. 18th Avenue properties described in Exhibit A of the Agreement are hereby removed from the terms, conditions, and obligations of the Agreement.
- B. The Amended Units, which were constructed and remain subject to the terms, conditions, and obligations set forth in the Agreement, are commonly known as 539, 541, 543, 545, 559, 561, 563, 565, 579, 581, 583, and 585 Jessup Street.
- C. The Developer shall provide the Amended Units to income-qualified tenants during the term of the Agreement at reduced rates where "income qualified tenant(s)" are those persons whose household income is not more than fifty percent (50%) of AMI.
- D. AMI shall be determined by the most recent CHFA Income Limit and Maximum Rent Table for the applicable size household and bedroom count for Adams County.
- E. To satisfy the annual reporting requirements of Section 2 DEVELOPER's OBLIGATIONS Paragraph C of the Agreement, the Developer shall submit, on or before January 31st of each year, a report listing each unit's rent amount, bedroom count, and the income limit which the tenant's income falls under at the time of initial lease given the tenant's family size.

2. CORRECTION OF SCRIVENER'S ERROR. Exhibit A of the Agreement is hereby amended to correct errors contained within the legal description of the properties. The parties ratify any actions that may have been taken concerning the property of which legal description is corrected. The following reflects the address which is hereby amended:

- A. 55 S. 18th Avenue to 65 S. 18th Avenue.

3. REAFFIRMATION OF THE AGREEMENT. Except as amended hereby, the terms and provisions of the Agreement, which are incorporated herein by this reference, are hereby reaffirmed and shall remain in full force and effect and shall be binding upon the parties hereto. Any failure of the parties to uphold the Agreement shall be subject to termination as provided in the Agreement.

4. VALIDITY; NO CONTINUING WAIVER. If any provision of this First Amendment, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this First Amendment shall not be affected hereby. The waiver of either party of any breach of this First Amendment shall not operate or be construed to be a waiver of any subsequent breach.

5. BINDING EFFECT. When entered into by the parties hereto, this First Amendment is binding upon, and inures to the benefit of, the parties hereto and their respective spouses, heirs, executors and administrators, personal and legal representatives, successors and assigns.

6. COUNTERPARTS ACCEPTABLE. This First Amendment may be executed in several counterparts, and pdf file or faxed versions are acceptable, and all so executed shall constitute one First Amendment binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, Developer and City have caused this First Amendment to be executed by their duly authorized representatives as of the Effective Date.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.

CITY OF BRIGHTON, COLORADO

By: _____
Greg Mills, Mayor

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

James Gallagher, Assistant City Attorney

HOUSING AUTHORITY OF THE CITY OF BRIGHTON, COLORADO

By: _____
Debra Bristol, Executive Director