

FIRST AMENDMENT TO REVOCABLE GRANT AGREEMENT

This first amendment to revocable grant agreement (“First Amendment”) is dated _____, 2017, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “County”) and SHELTER, INC. OF CONTRA COSTA COUNTY, a California nonprofit public benefit corporation (“Grantee”).

RECITALS

- A. The County and Grantee are parties to a revocable grant agreement dated as of June 30, 2000 (the “Grant Agreement”), pursuant to which Grantee received a grant of Five Hundred Eighty-Seven Thousand Dollars (\$587,000) (the “Grant”). The Grant was used to construct a 20-unit residential facility on County-owned land in Antioch, California that is commonly known as 4553 Delta Fair Boulevard (the “Facility”). The Center was originally known as the East County Family Transitional Center, then the Lyle Morris Family Center. Grantee now desires to change the name of the facility to the Lyle Morris Apartments.
- B. Under the terms of the Grant Agreement, only transitional (i.e., temporary) housing is permitted at the Facility. The County and Grantee desire to amend the Grant Agreement to extend its term and to permit the Facility to be used to provide affordable, permanent, housing.

The parties therefore agree as follows:

AGREEMENT

- 1. Unless otherwise defined in this First Amendment, all defined terms used in this First Amendment have the meaning ascribed to them in the Grant Agreement.
- 2. Section 1.1(g) is deleted in its entirety and replaced with the following:

Section 1.1 Definitions

1.1 (g) "Development" means the Developer’s leasehold interest in the Property and fee interest in the twenty (20) affordable housing units developed on the Property, and attendant site improvements.

- 3. Section 1.1(s) is deleted in its entirety and replaced with the following:

Section 1.1 Definitions

(s) “Regulatory Agreement” shall mean (i) the Amended and Restated HOME Regulatory Agreement and Declaration of Restrictive Covenants dated as of _____, 2017, between the County and Grantee, and (ii) the Regulatory Agreement and

Declaration of Restrictive Covenants dated as of _____, 2017, between the County and Grantee, both of which will be recorded against the Land.

4. Section 1.1(t) is deleted in its entirety and replaced with the following:

1.1 (t) "Term" means the period of time that (i) begins on June 30, 2000, and (ii) ends on the day that immediately precedes the fifth-fifth anniversary of the date of the first amendment to this Agreement.

5. Section 4.12 is deleted in its entirety and replaced with the following:

Section 4.12 Operation of Development

Beginning _____ 2017, Grantee shall at all times operate the Development to provide rental housing for low-income tenants. In selecting tenants and establishing the rent payable by tenants, Grantee shall comply with the terms of the Regulatory Agreements.

6. Section 7.9 is deleted in its entirety and replaced with the following:

Section 7.9 Notices

If at any time after the execution of this Agreement it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for County shall be addressed to:

Contra Costa County
Community Development Department
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

and (2) if intended for Grantee shall be addressed to:

SHELTER, Inc. of Contra Costa County
1333 Willow Pass Road, Suite 206
Concord, CA 94520
Attn: Chief Executive Officer

8. All references to "County Deputy Director-Redevelopment" in the Grant Agreement are deleted in their entirety and replaced with "Assistant Deputy Director, Department of Conservation and Development."
9. Leasing Requirements. Prior to leasing any Unit in the Development, Grantee shall provide to the County for its review and approval a copy of its updated marketing plan,

tenant selection plan, and lease, all of which must reflect compliance with the Regulatory Agreement.

10. Operating Budget. Prior to leasing any Unit in the Development and at the beginning of each year of the Term, Grantee shall provide to the County an annual budget for the operation of the Development. The County may request additional information to assist the County in evaluating the financial viability of the Development. Unless rejected by the County in writing within thirty (30) days after receipt of the budget, the budget will be deemed accepted. If rejected by the County in whole or in part, Grantee shall submit a new or corrected budget within thirty (30) calendar days after notification of the County's rejection and the reasons therefor. The provisions of this Section relating to time periods for resubmission of new or corrected budgets will continue to apply until such budget has been approved by the County.

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11. All other terms of the Grant Agreement remain unchanged.

The parties are signing this First Amendment as of the date set forth in the introductory paragraph.

COUNTY:

CONTRA COSTA COUNTY, a political
subdivision of the State of California

By: _____
John Kopchik
Director, Department of Conservation and
Development

GRANTEE:

SHELTER, INC. OF CONTRA COSTA COUNTY,
a California non-profit public benefit corporation

By: _____
John Eckstrom
Chief Executive Officer