

22  
WJG  
BW



Doc ID: 032377570004 Type: GEN  
Kind: AGREEMENT MISCELLANEOUS  
Recorded: 10/10/2017 at 08:10:20 AM  
Fee Amt: \$22.00 Page 1 of 4  
Revenue Tax: \$0.00  
Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2017-00030286

BK 16678 PG 241-244

RETURN TO:

SPACE ABOVE THIS LINE FOR RECORDER

Prepared by: Mary Neiderbach, Community Development Dept., NCS Division, 602 Robert D. Ray Drive, Des Moines, IA 50309, 515-283-4913

Return to: SAME

**FIRST AMENDMENT TO HOME AGREEMENT**

THIS FIRST AMENDMENT TO HOME AGREEMENT (hereinafter "First Amendment") is entered into this 25<sup>th</sup> day of September, 2017 by and between the City of Des Moines, Iowa ("City") and Ingersoll Square Phase III Associates, L.P., an Iowa Limited Partnership ("Borrower").

It is agreed by and between City and Borrower that:

1. The HOME Agreement (herein referred to as "Agreement") approved by the Des Moines City Council on November 18, 2013 by Roll Call 13-1809 and recorded in the Office of the Polk County Recorder on 1/22/2014 in Book 15088 page 776 is hereby amended in accordance with the terms set forth in this First Amendment.
2. The following language is added to Article 8: Other Program Requirements: The development must comply with all requirements of the Violence Against Women Reauthorization Act of 2013 (VAWA 2013) (78 FR 47747) as it relates to the HOME program including completion of all and any forms prescribed by HUD and, but not limited to, a Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.
3. Section XII Definition of Borrower; Borrower's Authority is amended to remove Frank Levy's name and designate that only Craig Mettille, Managing Member Ingersoll Square III GP, LLC may act upon behalf of the limited partnership;
4. Article 18 Notices is amended to delete Frank Levy's name and address and read all notices and demands sent on behalf of the agreement are sent to: Craig Mettille, The 380 Companies, 4607 4<sup>th</sup> Street Ct., SW Cedar Rapids, IA 52404
5. All other terms, provisions, and conditions originally set forth in the Agreement, including all exhibits thereto, remain effective and binding upon City and Borrower.

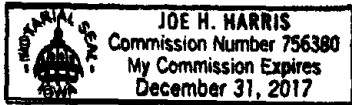
This First Amendment is entered into on this 25<sup>th</sup> day of September, 2017.

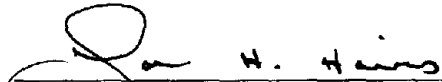
**Ingersoll Square Phase III Associates, L.P.**,  
an Iowa limited partnership,  
**By: Ingersoll Square III GP, LLC**,  
an Iowa limited liability company, its General Partner

By:   
Craig Mettill, Managing Member

State of Iowa            )  
                                  ) ss.  
County of Polk         )

On this 25<sup>th</sup> day of September, 2017, before me, a notary public, personally appeared **Craig Mettill**, to me personally known, who being by me duly sworn did say that he is **the Managing Member of Ingersoll Square III GP, LLC**, an Iowa limited liability company, which is the **General Partner of Ingersoll Square Phase III Associates, L.P.**, an Iowa limited partnership; that he signed the forgoing instrument on behalf of **Ingersoll Square Phase III Associates, L.P.**, by authority of its General Partner, and on behalf of said General Partner as its Managing Member; and he acknowledged the execution of the said instrument to be the voluntary act and deed of said limited partnership and limited liability company, by each entity and by him voluntarily executed.

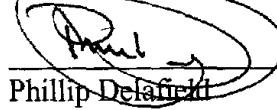


  
Notary Public in the State of Iowa

My commission expires: December 31, 2017

(Rest of Page Blank purposely)

**CITY OF DES MOINES, IOWA**



Phillip Delafield

Community Development Dept

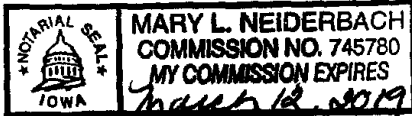
As authorized by the Des Moines City Council pursuant to Roll Call No. 17-1656 on September 25, 2017

STATE OF IOWA    )  
                                  ) ss.  
COUNTY OF POLK )

On this 28<sup>th</sup> day of September, 2017, before me, the undersigned, a Notary Public, personally appeared Phillip Delafield, to me personally known, who, being by me duly sworn, did state that he is the Community Development Director for the City of Des Moines, Iowa; and that the instrument was signed on behalf of the municipal corporation, by authority of its City Council, as contained in the Roll Call No. 17-1656 approved on September 25, 2017 by the City Council, and that he acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

  
Notary Public in the State of Iowa

My Commission Expires: March 12, 2019



**Attachment 1**

Local Address

2005 Ingersoll Avenue, Des Moines, IA

Legal Description

Parcel "D" being described on Plat of Survey filed November 13, 2012, and recorded in Book 14528 Page 338 in the Office of the Recorder of Polk County, Iowa, being a part of Lots 1 through 6 in Harding Road Place and part of Lots 5 through 9 in Block B of West & Burton's Addition to Des Moines, Polk County, Iowa.