

**McKenzie County Job Development Authority**  
**Down Payment Assistance Agreement**

RECITALS

WHEREAS the McKenzie County Job Development Authority (hereinafter "JDA") has determined that there is an excess of unfilled jobs in McKenzie County and the number of unfilled jobs in McKenzie County can be partially and directly related to the lack of suitable, reasonably-priced housing options in McKenzie County;

WHEREAS the JDA has established the need for attainable homes for residents wishing to reside within the County.

WHEREAS the JDA has determined that a means to encourage and assist in the development of employment within McKenzie County is to encourage the construction and purchase of suitable, reasonably-priced housing in McKenzie County to increase the available workforce;

WHEREAS the JDA, under the powers granted by N.D.C.C. 11-11.1-03, has the ability to convey funds for such purposes;

WHEREAS the JDA has determined a set of requirements necessary to receive such Down Payment Assistance and that those requirements will encourage meeting the need of suitable, reasonably-priced housing while not unfairly favoring the Seller over others; and

WHEREAS the JDA has determined through an application process that \_\_\_\_\_ (hereinafter "Applicant") has qualified to participate in the Down Payment Assistance program, and if the Applicant successfully completes the requirements stated herein, they shall qualify for the Down Payment Assistance.

AGREEMENT

The JDA shall provide the Down Payment Assistance up to \_\_\_\_\_ upon the closing of the property located at the following address: \_\_\_\_\_ if the following conditions are met:

1. Homes must be located in McKenzie County and be 'stick' built in place, modular build or a manufactured home affixed to a lot with a permanent foundation as defined by the governing agency, and must have its own parcel identification number.

2. The Applicant will use the property as his or her primary residence.
3. The Applicant must sign and acknowledge the Declaration of Lien Interest attached at the closing of the sale between Seller and Applicant.
4. The purchase price for the Home from the Seller to the Applicant will not be over the appraised value, and the purchase price shall not be adjusted to a higher amount after receipt of the appraisal by the Applicant.
5. If there are special assessments on the property those special assessments must be made known to the Applicant in the purchase agreement, including the estimated annual cost and the estimated one-time payoff amount. The amount of the Down Payment Assistance will be calculated based upon the appraised value at the time of closing.
6. At no time may the Down Payment Assistance be used to provide 'gap funding' between the asking and appraised value of the home. Payment of the Down Payment Assistance will be made by the JDA and shall occur at the closing of the sale between the Seller and the Applicant.
7. The Seller shall have all local and state fees, mortgages, and other consensual or nonconsensual liens on this property paid prior to or contemporaneous with closing of the sale of the Qualifying House to Applicant. If there is a breach in this agreement by the Applicant, the Applicant will pay the JDA's legal fees.
8. The Applicant shall not be in violation of any zoning or other ordinances relating to the property. The Applicant shall be in good standing with any agreements between it and McKenzie County or any of the Cities located in McKenzie County related to this or any other property owned by the Applicant.
9. This Agreement, along with the attached application, and the Purchase Agreement between Seller and Applicant shall constitute the entire agreement among the parties. Any modifications to the agreement must be in signed and in writing. A failure by the JDA to enforce any provision of the Agreement shall not act as a waiver for the JDA to enforce any other provision of it. Strict adherence to the application, the purchase agreement between Seller and Applicant, and this Agreement is required in order to be eligible for the Down Payment Assistance. The JDA shall be the sole determiner as to eligibility and adherence.
10. This Agreement shall be governed by the laws of North Dakota.

This agreement shall supersede all previous agreements or contracts, either oral or written, between the parties with the respect to the subject matter thereof. If any substantive part of this

