

**COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM
AGREEMENT**

**With
CITY OF MINOT and
16th CROSSING, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and between the CITY OF MINOT, a North Dakota municipal corporation, whose principal address is P.O. Box 5006, 515 Second Avenue SW, Minot, ND 58702 (the "City"), and 16TH CROSSING, LLC, a North Dakota limited liability company, whose principal address is 4200 149TH Avenue SE, Sawyer, ND 58781 ("Developer"). The City and Developer are hereinafter sometimes individually referred to as a "Party" and collectively, as the "Parties."

I. PREAMBLE

WHEREAS, on April 16, 2012 the Department of Housing and Urban Development released \$400 million in Community Development Block Grant funds for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster in 2011 under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The Appropriations Act requires funds to be used only for specific disaster-related purposes, and;

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") commonly refers to said program as the Community Development Block Grant Program-Disaster Recovery (CDBG-DR), and;

WHEREAS, HUD has issued notices specifying alternative requirements and regulatory waivers for the purpose of undertaking CDBG-DR activities, and;

WHEREAS, the City of Minot has been awarded CDBG-DR funds, and;

WHEREAS, the City has entered into an agreement with the U. S. Department of Housing and Urban Development, whereby the City shall manage and oversee activities under this funding agreement, and;

WHEREAS, , the City has approved up to \$5,000,000 for funding assistance as an incentive for affordable housing development which will provide certain infrastructure improvements described further in this agreement for the development of affordable housing for the residents of the City of Minot.

WHEREAS, the City and Developer desire to enter into this Agreement in order to memorialize certain agreements pertaining to the development of the Site, and their respective



rights, duties and obligations relative thereto, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the Parties hereby agree as follows:

II. DEVELOPMENT OF SITE; CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS

- A. Developer Responsibilities.** 1. Promptly following the execution of this Agreement, in accordance with the terms and conditions of this Agreement, and in compliance with all applicable Federal Requirements, Developer shall proceed with the construction of 178 townhomes within the 28.6 acres of R-2 zoned land in Blocks 1 and 3 in the 55th Crossing West of which a minimum of 51% of the proposed townhomes will be set aside and offered at a price that is affordable to Low and Moderate Income buyers as defined by HUD and further explained within this agreement. Affordability is further explained in Part IV, Paragraph C within this agreement. Developer will also provide 350 manufactured homes in Blocks 8 and 9, of which a minimum of 51% of the manufactured homes lots will be set aside and leased to Low and Moderate income households. Developer further agrees to comply with all applicable provisions of all applicable development and building codes, ordinances and regulations of the City of Minot, ND, and applicable insurance requirements of the City.
2. Developer shall complete road upgrades necessary to bring the current road conditions of the manufactured home park up to the City of Minot's standards within five years from the date this agreement is signed. If the road upgrades are not completed during the five years the City will create a special assessment district. The Developers, his assignee, or the developer's successors if the manufactured home park has been sold will be 100 percent responsible for the assessed cost of the improvements of the manufactured home park.
- B. City Responsibilities.** In consideration of the Developer providing needed affordable housing as described in Part II, Paragraph A, the City, subject to the terms and conditions of this Agreement, shall make available to this project CDBG-DR funds up to the gross amount of \$5,000,000 ("CDBG-DR Funds") for the purpose(s) of providing adequate water, sewer, drainage and access with a buffer to the 55th Crossing West Development as further described in Exhibit F, Public Infrastructure Cost Estimate.
- C. Time of Performance.** 1. Subject to Environmental Clearance restrictions, as described in this Agreement, Developer authorization to undertake activities under this Agreement shall commence on the effective date stated hereinabove, but provided that this Agreement shall not constitute an obligation of funds by the City until and unless notified in writing by the City that environmental clearance requirements of Part III have been satisfactorily completed.



2. Further, Developer shall complete all CDBG-DR project activities for which funds have been satisfactorily obligated, by no later than the 2 years from the date of this Agreement.

D. Failure to Fulfill Responsibilities and National Objective. If the Developer fails to fulfill the obligations stated herein in this agreement, all funds which the City has expended for public infrastructure improvements under this agreement shall be reimbursed to the City in full by the developer or the developer's successors.

III. ENVIRONMENTAL CLEARANCE

Developer shall not obligate nor expend funds for any choice limiting project activity under this Agreement until notified, in writing from the City, that environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the project activity(s) and that a HUD-approved Request for Release of Funds and certification has been issued. The City's written notice shall specify the date upon which Developer may begin to obligate and expend funds under this Agreement. The Developer does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Developer shall provide the City with timely and accurate project information as the City may require in order to cause the environmental review(s) to be satisfactorily undertaken. In the event that there is a proposed change in the location or scope of a project activity, the Developer shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining the City's prior written approval. Any such City approval shall be subject to City's sole determination as to whether or not the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the project activity.

IV. GENERAL CONDITIONS

A. General Compliance. The Developer agrees to comply with the applicable requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except as may be otherwise stated in this Agreement and as CDBG-DR regulatory waivers have been granted by HUD and alternative requirements have been specified pursuant to FR-5582-N-01 concerning funds provided to the Community Development Block Grant (CDBG) Disaster Recovery Grantees. Developer also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

B. National Objective. HUD uses the term "Low to Moderate Income" (LMI) to refer to the national objective of the Low to Moderate Income for the CDBG-DR program. The activities funded with CDBG-DR funds identified herein must meet the LMI



national objective and will be obligated to fulfill these requirements regardless of whether or not the activities could qualify under another National Objective. A minimum of 51% of the proposed townhomes will be set aside by the developer and must be sold to or leased to and built for and occupied by Low and Moderate Income Households. In addition, a minimum of 51% of the manufactured home lots will be set aside and must be leased to and occupied by Low to Moderate income households. The Developer certifies that it will carry out every activity under this Agreement so as to meet the low- and moderate- income requirements of CDBG-DR as defined by HUD.

- C. Affordable Housing Requirements. For and in consideration of the City's agreement to provide financial assistance for public infrastructure improvements to 55th Crossing West, in the form of CDBG-DR funds, Developer agrees to set aside a minimum of 51% of the residential townhomes and to set aside a minimum of 51% of the manufactured home lots (hereinafter, collectively, the "Set Aside Units") for occupancy by households having initial incomes at or below eighty percent (80%) of Area Median Family Income, adjusted for household size, as established under income guidelines promulgated by HUD.
1. Lots leased by Developer: These households shall pay no more than 30 percent of their annual income for the documented payment on any mortgage on the manufactured home being placed on the lot, plus utilities and for the rental of a lot for placement of a manufactured home. The rental of the lot for placement of a manufactured home by an LMI resident shall not exceed that amount charged to a non-LMI resident. In addition, these households shall have incomes at or below eighty percent (80%) of Area Median Family Income, adjusted for family size, as established under income guidelines promulgated by HUD. The income limits are included as Exhibit D of this Agreement.
 2. Townhomes Leased by Developer: These households shall pay no more than the High Home Rents promulgated by HUD and included as Exhibit G of this agreement. These households shall have incomes at or below eighty percent (80%) of Area Median Family Income, adjusted for family size, as established under income guidelines promulgated by HUD. The income limits are included as Exhibit D of this Agreement.
 3. Townhomes Sold by Developer: These households shall pay no more than thirty percent (30%) of their annual income for mortgage, insurance and utilities for the purchase of a townhome. These households shall have incomes at or below eighty percent (80%) of Area Median Family Income, adjusted for family size, as established under income guidelines promulgated by HUD. The income limits are included as Exhibit D of this Agreement.



4. The Set Aside Units shall remain subject to the foregoing income/affordability restrictions for a period of three (3) years following the date the Set Aside Units are placed into service. Upon the expiration of the three (3) years set aside period, all income/affordability restrictions shall terminate and be of no further force or effect; provided, however, any resident occupying a Set Aside Unit at the expiration of the three (3) year set aside period shall be permitted to remain in the applicable Set Aside Unit for a period of up to twenty-four (24) additional consecutive months, as if the income/affordability restrictions imposed under HUD's program guidelines were still in effect.
- A. **Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Developer shall at all times remain an "independent contractor" with respect to the project activities to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Developer is an independent contractor.
- B. **Hold Harmless.** "The Developer agrees to protect, defend, indemnify, save and hold harmless the City, all its Departments, Agencies, Boards and Commissions, their officers, agents, servants and employees, including volunteers, from and against all loss, liability, claim, demand, suit, expense arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise from any act or omission of the Developer, its agents, servants, employees or contractors, or any and all costs, expense and/or attorney fees incurred by the Developer, as a result of any loss, liability, claim, cause of action, demand, suit, or expense. The Developer agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is without merit, groundless, false or fraudulent.
- C. **Workers' Compensation.** The Developer shall maintain Workers' Compensation and Employer's Liability insurance coverage for all of its employees involved in the performance of this Agreement and in conformance with the laws of the State of North Dakota. Developer shall also require that all contractors/subcontractors engaged in performing rehabilitation or construction or similar work on project activities maintain said insurance for the entire duration of contract work.
- D. **Insurance.** 1. The CDBG DR funds will be spent through a contract between the City of Minot and a yet to be selected contractor. That contract shall require sufficient insurance coverage to protect assets, acquired, constructed, and/or improved under that contract, from loss due to theft, fraud and/or undue physical damage until such time as the work is completed. That yet named contractor shall maintain, during the term of its possession, hazard insurance on real property improvements in an insured amount that is no less than the amount of CDBG-DR

funds expended on the construction of utilities to serve these properties. The City and the Developer shall be named as an Additional Insured Loss Payee on all such insurance policies

2. That contract shall cause the following insurance to be carried and maintained by all construction contractors on CDBG-DR assisted project activities.
 - a) Commercial General Liability coverage with limits of not less than \$1,000,000 for any one Occurrence, and if a General Aggregate limit is used, said coverage shall not be less than twice the Occurrence limit. Coverages are to include: Premises-Operations; Personal Injury; Products/Completed Operations, and; Contractual Liability.
 - b) Builder's Risk Insurance
3. The City and Developer shall be named as Additional Insured on all liability policies. The contract shall not allow the commencement of work by any contractor until evidence of insurance has been provided to the City and determined by the City to be satisfactory.
4. Insurance Certificate(s) shall be provided and said Certificate(s) shall specify date(s) when such insurance expires and shall provide further that not less than thirty (30) days prior written notice of non-renewal, cancellation or any material change in such insurance shall be provided to the City, and shall so state. Such insurance coverage shall be written by good and solvent companies authorized by law to carry on business in the State of North Dakota, but in no event shall such insurance companies have a rating of less than "A" in the current annual edition of Best's Insurance Report.
5. During the construction of the Townhomes, the Developer shall insure that sufficient insurance coverage is maintained on the Townhomes to protect them from loss due to theft, fraud and/or undue physical damage until such time as the units are sold. At a minimum the coverage shall be:
 - a.) Commercial General Liability coverage with limits of not less than \$1,000,000. Coverage to include: Premises-Operations; Personal Injury; Products/Completed Operations, and; Contractual Liability.
 - b.) Builder's Risk Insurance

H. City Recognition. The Developer shall insure recognition of the role of City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In



addition, the Developer will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

I. Amendments. 1. The Parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by duly authorized representatives of the parties. Any amendment or modification of this Agreement shall be effective only in the specific instance and only for the purpose for which given. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Developer from its obligations under this Agreement.

2. The City may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Developer except that any change resulting from Developer noncompliance with the terms and conditions of this Agreement shall not require Developer's signature to a written amendment.

J. Suspension or Termination. 1. In accordance with 24 CFR 85.43, the City may suspend, terminate or partially terminate this Agreement for cause if the Developer materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the Developer to fulfill in a timely and proper manner its obligations under this Agreement; or
- c) Submission by the Developer to the City reports that are incorrect or incomplete in any material respect.

2. If termination for cause, the City shall give the Developer written notice specifying the Developer's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place Developer in default and this Agreement shall terminate on the date specified in such notice. The Developer may exercise any rights available to it under North Dakota law to terminate for cause upon the failure of the City to comply with the terms and conditions of this contract; provided that the Developer shall give the City written notice specifying the City's failure and a reasonable opportunity for the City to cure the defect.



3. The City reserves the right to terminate this Agreement in whole or in part if there are material changes to the project that would significantly alter the terms of this Agreement and/or materially alter the feasibility of satisfactorily completing the project activities of this Agreement.

4. The City may terminate this Agreement for convenience at any time by giving thirty (30) days written notice to the Developer.

K. Notices and Communications. Any notice, request, instruction or other document to be given hereunder to any party by another shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. A party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other parties in the manner herein provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, on the day on which mailed. Notices shall be addressed as follows:

To the City:

Attention Finance Department
City of Minot
PO Box 5006
Minot, North Dakota 57802

To Developer:

16th Crossing, LLC
4200 149TH Avenue SE
Sawyer, ND 58781

V. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights Compliance. The Developer agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, and Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (B) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

B. Nondiscrimination.. The Developer agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 2 CFR 570.607, as revised by Executive Order 13279. The Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Developer will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for



training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

C. Section 504. With respect to contracts for the housing development, the Developer agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Developer with guidelines necessary for compliance with that portion of the Regulations in force during the term of this Agreement.

D. Access to Records. The Developer shall cause to be furnished all information and reports required hereunder and will permit access to its books, records and accounts by the City, its authorized representative(s), HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

E. Employment Restrictions/Prohibited Activity. The Developer is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

F. OSHA. Where employees of the Developer are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety

G. Conflict of Interest. The Developer agrees to abide by the provisions of 570.611, which include (but not limited to) the following:

1. The Developer shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer or agent of the Developer shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-DR assisted activity, or with respect to the proceeds from the CDBG-DR assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant,



officer, or elected or appointed official of the Developer, the Developer, or any designated public agency.

H. Lobbying. The Developer hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Developers shall certify and disclose accordingly:

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I. Religious Activities. The Developer agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(J), such as worship, religious instruction or proselytization.

J. Copyright. If this Agreement results in any copyrightable material or inventions, the Developer and/or the City reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use to authorize others to use, the work or materials for governmental purposes.



VI. OPERATING REQUIREMENTS

A. Documentation and Record Keeping

1. Records to be maintained. The Developer shall maintain all records required by the Federal regulations

2. Client Data. The Developer shall maintain client data demonstrating homebuyer and tenant eligibility in accordance with CDBG-DR requirements. Such data shall include, but not be limited to, client name, address, income level, family size, racial and ethnic characteristics or other basis for determining eligibility. Such information shall be made available to the City monitors or their designees for review upon request.

3. Disclosure. The Developer understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Developer's responsibilities with respect to activities undertaken under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Close-outs. The Developer's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, providing documentation of the sale of the homes, 51% sold to LMI households, and 51% of the manufactured homes leased to LMI households and determining the custodianship of records.

5. Audits & Inspections. All Developer records with respect to any matters covered by this Agreement shall be made available to the City and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Developer within 30 days after receipt by the Developer. Failure of the Developer to comply with requirements will constitute a violation of this contract.

6. Progress Reports and Monitoring. The Developer shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City. The City will monitor the performance of the Developer against goals and performance as stated in this Agreement. Substandard performance as determined by the City will constitute noncompliance with this Agreement.

VII. ENVIRONMENTAL CONDITIONS

A. Air and Water. The Developer agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;



2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Developer shall assure that for activities including the construction of the housing, which is located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance.

C. Lead-Based Paint. The Developer agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation. The Developer agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

VIII. EXHIBITS

The following exhibits are attached to this Agreement, and are incorporated and made a part hereof by reference:

| | |
|------------------|--------------------------|
| Exhibit A | Project Description |
| Exhibit B | Developer Project Budget |
| Exhibit C | Project Schedule |



| | |
|------------------|-------------------------------------|
| Exhibit D | Affordable Housing Requirements |
| Exhibit E | Affirmative Marketing Plan |
| Exhibit F | Public Infrastructure Cost Estimate |
| Exhibit G | High Home Rents |

IX. MISCELLANEOUS

1. Severability. The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

2. Headings. Any headings or subheadings preceding the texts of the several parts hereof shall be solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall it affect its meaning, construction or effect.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota and any action brought with respect to this agreement shall be venued in North Dakota.

5. Nonassignability. Developer shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the City. This provision shall not be construed to prohibit Developer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the City.

6. Waiver. The City's failure to act with respect to a breach by the Developer does not waive its right to act with respect to subsequent or similar breaches. Any failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

7. Entire Agreement. This Agreement and any exhibits specifically incorporated herein by reference, constitutes the entire agreement between the City and Developer for the use of funds under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Developer and the Developer with respect to this Agreement.



This Agreement is signed below, in three (3) duplicate originals, by the duly authorized representatives of Developer and the City and is made effective on the first date as is herein set out above.

WITNESSES:

Linda Lunka

by K. Thompson

Developer:

By:

Title:

Nathan Smith
pres

The City of Minot

By:

[Signature]

Mayor



EXHIBIT A
CDBG-DR Agreement
Project Description

This project is:

1. The development of 178 townhomes within the 28.6 acres of R-2 zoned land in Blocks 1 and 3 in the 55th Crossing West. A minimum of 51% of the townhomes will be set aside and must be offered for sale at a price that is affordable to Low and Moderate Income buyers.
2. The leasing of 350 lots for manufactured homes in Blocks 8 and 9, of which a minimum of 51% of the manufactured homes lots will be set aside and must be leased to Low and Moderate income households.

In consideration of the Developer effort to provide this needed affordable housing the City is using \$5,000,000 of CDBG-DR funds for the purpose of providing adequate water, sewer, drainage and access.



EXHIBIT B
CDBG-DR Agreement
Project Budget

The initial project budget for all activities under this Agreement is mutually agreed to consist of the Sources and Uses Budget as attached hereto this Exhibit B as Attachment B-1.

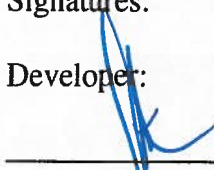
Any revisions to the Project Budget shall require the prior written approval of the City, which shall include the effective date of the revision.

In the event of a Developer proposed revision to the Project Budget that involves a change to any other funds, the Developer shall provide a written explanation of the change and certification that sufficient other funds are committed to and available to the project so as to enable satisfactory completion. The City is under no obligation to neither commit nor disburse CDBG-DR funds if, at its sole determination, it reasonably finds that funding is insufficient to satisfactorily complete any project activities.

Signatures:

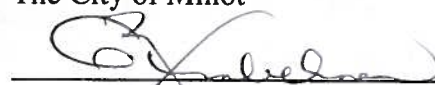
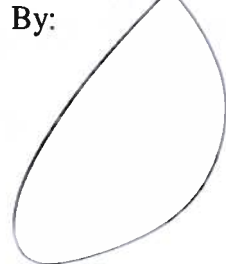
Developer:

By:


Nathan Smith pres

The City of Minot

By:

**Exhibit B
Attachment B-1**

Page 1 of 1

Initial Project Budget by payment responsibility

| DESCRIPTION | CDBG DR Funds | Developers | Total |
|---------------------------------|-----------------------|-----------------------|-----------------------|
| General Conditions | \$370,000.00 | \$0.00 | \$370,000.00 |
| Water | \$162,500.00 | \$226,000.00 | \$388,500.00 |
| Sanitary Sewer | \$162,000.00 | \$81,000.00 | \$243,000.00 |
| Storm Sewer | \$948,040.00 | \$0.00 | \$948,040.00 |
| Roadway, Sidewalks, & Lighting | \$2,624,239.10 | \$983,911.88 | \$3,608,150.98 |
| Earthwork | \$733,220.90 | \$0.00 | \$733,220.90 |
| TOTAL CIVIL CONSTRUCTION | \$5,000,000.00 | \$1,290,911.88 | \$6,290,911.88 |
| Contingency (20%) | \$0.00 | \$1,258,182.38 | \$1,258,182.38 |
| Design Engineering (5%) | \$0.00 | \$314,545.59 | \$314,545.59 |
| Construction Engineering (5%) | \$0.00 | \$314,545.59 | \$314,545.59 |
| TOTAL BUDGET | \$5,000,000.00 | \$3,178,185.45 | \$8,178,185.45 |

Source of Developers Funds

Developer will be using a combination of debt and equity as well as cash flow from the development of Units on the improved lots. Development loans are provided through First International Bank and Town and Country Credit Union, Minot, North Dakota.

In regards to the cash flow, the mobile home park has pad sites that are currently leased generating a cash flow for the overall development.



EXHIBIT C
CDBG-DR Agreement
Project Schedule

Developer agrees to undertake the project activities of this Agreement in accordance with the Project Schedule attached hereto this Exhibit C as Attachment C-1.

Satisfactory performance in accordance with this Project Schedule shall be to the City's sole satisfaction. Developer shall report progress under this schedule to City on a schedule that requires progress updates no less than every sixty (60) days, but provided that the City may require more frequent reporting if it determines that such reporting is necessary to measure adequate progress toward undertaking and completing activity assisted under this Agreement.

The City may reduce or cancel funding under this Agreement if, at its sole determination, progress is unsatisfactory to meet the requirements of the Agreement.

Signatures:

Developer:

By:

Nathan Smith Pres

The City of Minot

By:

[Signature]



EXHIBIT C
Attachment C-1

Page 1 of 1

PROJECT SCHEDULE

This schedule is for the first 2 years (8 quarters): Assume the first quarter to begin July 25, 2013 and to end May 31, 2015. Identify the planned benchmark accomplishments and the number of units to be completed by the end of each quarter.

| Overall Project Schedule | | | | | | | | | |
|---------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------|
| Construction | 3rd Q 2013 | 4th Q 2013 | 1st Q 2014 | 2nd Q 2014 | 3rd Q 2014 | 4th Q 2014 | 1st Q 2015 | 2nd Q 2015 | Total |
| Water | X | X | | X | | | | | |
| Sewer | X | X | | X | | | | | |
| Sanitary Sewer | X | X | | X | | | | | |
| Storm Sewer | X | X | | X | X | | | | |
| Roadway Sidewalks & Lights | | X | | X | X | | | | |
| Earthwork | X | X | | X | | | | | |
| LTM Units | 3rd Q 2013 | 4th Q 2013 | 1st Q 2014 | 2nd Q 2014 | 3rd Q 2014 | 4th Q 2014 | 1st Q 2014 | 2nd Q 2014 | Total |
| Townhomes LTM | | 0 | 0 | 15 | 15 | 20 | 20 | 19 | 89 |
| Mobile Home Park LTM | 75 | 50 | 20 | 20 | 10 | 4 | 0 | 0 | 179 |
| Total Monthly LTM | 75 | 50 | 20 | 35 | 25 | 24 | 20 | 19 | 268 |
| Cumulative LTM | 75 | 125 | 145 | 180 | 205 | 229 | 249 | 268 | |



Exhibit D
CDBG-DR Agreement
Affordable Housing and Income Limits

Developer acknowledges and agrees that a minimum of fifty-one percent (51%) of the units built must benefit households having initial incomes at or below 80% of Median Family Income (MFI), adjusted for household size, as established under income guidelines of HUD. These income limits are determined for each project according to HUD's income limits for the area in which the project is located.

Based upon current HUD-described income limits for this area, the following income limits apply for all beneficiaries of CDBG-DR -assisted housing developed by the Developer.

| HUD Income Limits - 2013 Ward County | | | | | | | | |
|--------------------------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| | <u>1 Person</u> | <u>2 Persons</u> | <u>3 Persons</u> | <u>4 Persons</u> | <u>5 Persons</u> | <u>6 Persons</u> | <u>7 Persons</u> | <u>8 Persons</u> |
| Above 80 % | \$36,300 | \$41,500 | \$46,700 | \$51,850 | \$56,000 | \$60,150 | \$64,300 | \$68,450 |
| Less than (L-80%) | \$36,300 | \$41,500 | \$46,700 | \$51,850 | \$56,000 | \$60,150 | \$64,300 | \$68,450 |
| Less than (VL-50%) | \$22,700 | \$25,950 | \$29,200 | \$32,400 | \$35,000 | \$37,600 | \$40,200 | \$42,800 |
| Less than (EL-30%) | \$13,650 | \$15,600 | \$17,550 | \$19,450 | \$21,050 | \$22,600 | \$24,150 | \$25,700 |

The income number is determined by computing the total income of all household members over the age of 18 and for the last 3 months and then multiplying by 4.

The above-referenced income limits may be periodically adjusted, as based upon HUD annual adjustments. Upon any annual HUD adjustment, the City will provide Developer with updated income limits, and such notice shall be considered an amendment to this Agreement. Developer shall apply the most current income limits, as confirmed by the City, in effect at the time of selection of each program beneficiary.



In addition to income eligibility criteria governing program beneficiaries under this Agreement, each housing project must comply with housing affordability requirements of this Agreement.

Signatures:

Developer:

By:

Nathan Smith

The City of Minot

By:

[Signature]



Exhibit E
CDBG-DR Agreement
Affirmative Marketing Plan

Developer shall cause to be established and implemented a written Affirmative Marketing Plan, attached hereto this Exhibit E as Exhibit E-1, and procedures defining actions to provide information and to otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. The Affirmative Marketing Plan shall include, but not necessarily be exclusively limited to:

1. The methods to be used in informing the public and potential homebuyers about the availability of housing at the property assisted under this Agreement.
2. Procedures to be used to inform and solicit applications from persons in the housing market area not likely to apply for the housing without special outreach.
3. The use of the federal Equal Housing Opportunity logotype or slogan shall be contained on all advertisements, press releases, brochures and materials used in the solicitation of housing beneficiaries or to otherwise inform the public about the availability of housing under this Agreement.
4. A Fair Housing poster shall be displayed, in locations available to the public, at the office of Developer, any sales/rental office and, in the case of rental property, at any community room on the property.
5. A brochure or similar printed document, describing Federal fair housing laws shall be provided to each applicant for housing under this Agreement.
6. An annual record of Developer actions to affirmatively market units shall be maintained by Developer, and made available for City inspection.
7. Developer shall annually assess its success of affirmative marketing actions, and provide said assessment, in writing, to the City within 60 days following the end of each calendar year. Developer shall take necessary and appropriate action to correct deficiencies found from this annual assessment, whether identified by Developer or reasonably required of the City.

Signatures:

Developer:

By: Nathan Smith MD

The City of Minot

By: [Signature]



Exhibit E
CDBG-DR Agreement
Affirmative Marketing Plan
Attachment E-1

Developer's Affirmative Marketing Plan will include, but not necessarily be exclusively limited to:

1. The Developer will hold a series of Informational Meeting coordinated through the Minot Housing Authority to informing the public and potential homebuyers about the availability of housing at the property assisted under this Agreement.
2. For persons in the housing market area not likely to apply for the housing without special outreach, the Developer will use an outreach program of attaching door hangers and direct mail to all homes within the benefited area with particular attention to contacting residents still housed in the FEMA trailers, other rental tenants and residents currently working with the Minot housing authority, informing them of the housing opportunity now available and soliciting their attendance at informational meetings to assist them in the application process needed to prequalify for home loans through the different housing programs including FHA, ND First Time Homebuyer program, ND Roots Program and VA programs. Part of this effort will include coordinating one on one meetings with potential home buyers and loan officers to go through the prequalification process.
3. The Developer will use the federal Equal Housing Opportunity logotype or slogan on all advertisements, press releases, brochures and materials used in the solicitation of housing beneficiaries or to otherwise inform the public about the availability of housing under this Agreement.
4. The Developer will displayed, a Fair Housing poster in all locations available to the public, at the office of Developer, any sales/rental office and, in the case of rental property, at any community room on the property.
5. The Developer will provide to each applicant for housing under this Agreement a brochure or similar printed document, describing Federal fair housing laws.
6. The Developer will maintain a record of the actions taken to affirmatively market units and the Developer will make that available for City inspection.
7. Developer will annually assess its success of affirmative marketing actions, and provide said assessment, in writing, to the City within 60 days following the end of each calendar year. Developer will take necessary and appropriate action to correct deficiencies found from this annual assessment, whether identified by Developer or reasonably required of the City.



Exhibit F
CDBG-DR Agreement
Public Infrastructure Cost Estimate

Page 1 of 2

Initial Public Infrastructure's Estimated Cost Breakdown by Payment Responsibility. Note this schedule will be finalized after the project has been bid.

| DESCRIPTION | UNIT | QTY | UNIT PRICE | CDBG DR | Developer | TOTAL |
|---|-------|-----|--------------|---------------------|---------------------|---------------------|
| GENERAL ITEMS | | | | | | |
| General Conditions | 1 | LS | \$300,000.00 | \$300,000.00 | \$0.00 | \$300,000.00 |
| Traffic Control | 1 | LS | \$20,000.00 | \$20,000.00 | \$0.00 | \$20,000.00 |
| Geotechnical/Materials Testing | 1 | LS | \$50,000.00 | \$50,000.00 | \$0.00 | \$50,000.00 |
| SUBTOTAL | | | | \$370,000.00 | \$0.00 | \$370,000.00 |
| WATER ITEMS | | | | | | |
| Repair Ex. Deficiencies | | | | | | |
| Shop Drawings (from USACE) | 1 | LS | \$4,000.00 | \$4,000.00 | \$0.00 | \$4,000.00 |
| 30' Easement for 12" WM | 1 | LS | \$2,500.00 | \$2,500.00 | \$0.00 | \$2,500.00 |
| Relocate curb stops within R/W (Block 1) | 12 | EA | \$1,000.00 | \$12,000.00 | \$0.00 | \$12,000.00 |
| Relocate curb stops within R/W (Block 3) | 57 | EA | \$1,000.00 | \$57,000.00 | \$0.00 | \$57,000.00 |
| Relocate curb stops within R/W (Block 8) | 102 | EA | \$1,000.00 | \$0.00 | \$102,000.00 | \$102,000.00 |
| Relocate curb stops within R/W (Block 9) | 74 | EA | \$1,000.00 | \$0.00 | \$74,000.00 | \$74,000.00 |
| Install master meters on Blocks 8 & 9 | 2 | EA | \$25,000.00 | \$0.00 | \$50,000.00 | \$50,000.00 |
| Adjust gate valve boxes | 17 | EA | \$1,000.00 | \$17,000.00 | \$0.00 | \$17,000.00 |
| Adjust hydrant elevs | 10 | EA | \$1,000.00 | \$10,000.00 | \$0.00 | \$10,000.00 |
| New water services | 60 | EA | \$1,000.00 | \$60,000.00 | \$0.00 | \$60,000.00 |
| SUBTOTAL | | | | \$162,500.00 | \$226,000.00 | \$388,500.00 |
| SANITARY SEWER | | | | | | |
| Repair Ex. Deficiencies | | | | | | |
| Shop Drawings (from USACE) | 1 | LS | \$4,000.00 | \$4,000.00 | \$0.00 | \$4,000.00 |
| Upgrade Ex. Lift Station to Turn over to City | 1 | LS | \$30,000.00 | \$30,000.00 | \$0.00 | \$30,000.00 |
| Adjust Manholes | 20 | EA | \$1,000.00 | \$20,000.00 | \$0.00 | \$20,000.00 |
| New 10" PVC Gravity Sanitary Sewer | 1,600 | LF | \$45.00 | \$0.00 | \$81,000.00 | \$81,000.00 |
| Sanitary sewer manholes | 7 | EA | \$4,000.00 | \$28,000.00 | \$0.00 | \$28,000.00 |
| New sewer service/clean out (Block 1) | 60 | EA | \$1,000.00 | \$60,000.00 | \$0.00 | \$60,000.00 |
| Install MH's/extend Stubs | 1 | LS | \$20,000.00 | \$20,000.00 | \$0.00 | \$20,000.00 |
| SUBTOTAL | | | | \$162,000.00 | \$81,000.00 | \$243,000.00 |
| STORM SEWER ITEMS | | | | | | |
| Repair Ex. Deficiencies | | | | | | |
| Resolve drainage issue(s) on Berg property | 1 | LS | \$25,000.00 | \$25,000.00 | \$0.00 | \$25,000.00 |
| 24" x 36" Inlet | 26 | EA | \$3,000.00 | \$78,000.00 | \$0.00 | \$78,000.00 |
| Storm Sewer MH (48" or larger) | 44 | EA | \$4,200.00 | \$184,800.00 | \$0.00 | \$184,800.00 |
| Trunk Line Storm Sewer | 7,115 | LF | \$80.00 | \$569,200.00 | \$0.00 | \$569,200.00 |
| Lateral Storm Sewer | 1,084 | LF | \$60.00 | \$65,040.00 | \$0.00 | \$65,040.00 |
| Concrete End Section with Grate | 8 | EA | \$1,250.00 | \$10,000.00 | \$0.00 | \$10,000.00 |
| Outlet Control Structures | 2 | EA | \$8,000.00 | \$16,000.00 | \$0.00 | \$16,000.00 |
| SUBTOTAL | | | | \$948,040.00 | \$0.00 | \$948,040.00 |



Exhibit F
CDBG-DR Agreement
Public Infrastructure Cost Estimate

Page 2 of 2

| DESCRIPTION | UNIT | QTY | UNIT PRICE | CDBG DR | Developer | TOTAL |
|--|--------|-----|--------------|-----------------------|-----------------------|-----------------------|
| <u>STREETS</u> | | | | | | |
| Repair Ex. Deficiencies/Restoration | | | | | | |
| Asphalt Patching (16th Ave west of site) | 1 | LS | \$20,000.00 | \$20,000.00 | \$0.00 | \$20,000.00 |
| Trench Compaction (above 12" water main) | 2,900 | LF | \$25.00 | \$72,500.00 | \$0.00 | \$72,500.00 |
| Trench Compaction (above all utilities) | 5,927 | LF | \$15.00 | \$88,905.00 | \$0.00 | \$88,905.00 |
| Subgrade Preparation | 49,849 | SY | \$2.00 | \$99,698.04 | \$0.00 | \$99,698.04 |
| Class 5 Agg. Base | 28,050 | TON | \$30.00 | \$841,503.61 | \$0.00 | \$841,503.61 |
| 4" Class 29 Hot Bituminous Pavement | 10,666 | TON | \$60.00 | \$310,625.86 | \$329,357.82 | \$639,983.68 |
| PG 58-28 Oil (16th Ave, Block 1, Block 3 south) | 640 | TON | \$700.00 | \$215,034.52 | \$232,954.06 | \$447,988.58 |
| Geotextile Fabric (R-1, Woven) | 49,849 | SY | \$3.00 | \$149,547.07 | \$0.00 | \$149,547.07 |
| Type I Curb and Gutter | 20,057 | LF | \$25.00 | \$501,425.00 | \$0.00 | \$501,425.00 |
| 4" Concrete Sidewalk (16th Ave) | 40,160 | SF | \$10.00 | \$0.00 | \$401,600.00 | \$401,600.00 |
| Streetscaping (16th Ave) | 1 | LS | \$20,000.00 | \$0.00 | \$20,000.00 | \$20,000.00 |
| Street Lights (16th Ave, Block 1, Block 3 South) | 1 | LS | \$325,000.00 | \$325,000.00 | \$0.00 | \$325,000.00 |
| SUBTOTAL | | | | \$2,624,239.10 | \$983,911.88 | \$3,608,150.98 |
| <u>EARTHWORK & EROSION CONTROL</u> | | | | | | |
| Salvage Ex. Class 5 Gravel Surface | 19,288 | CY | \$2.50 | \$48,220.90 | \$0.00 | \$48,220.90 |
| Fill Existing Drainage Swale S. Side of 16th Ave | 18,000 | CY | \$10.00 | \$180,000.00 | \$0.00 | \$180,000.00 |
| Grading - 47th Loop | 1 | LS | \$100,000.00 | \$100,000.00 | \$0.00 | \$100,000.00 |
| Grading - Shaping pond at east end of site | 1 | LS | \$100,000.00 | \$100,000.00 | \$0.00 | \$100,000.00 |
| Grading - Block 3 (South Portion only) | 1 | LS | \$275,000.00 | \$275,000.00 | \$0.00 | \$275,000.00 |
| Temporary Seeding/Erosion Control | 1 | LS | \$20,000.00 | \$20,000.00 | \$0.00 | \$20,000.00 |
| ROW/Landscaping Grass Seeding | 1 | LS | \$10,000.00 | \$10,000.00 | \$0.00 | \$10,000.00 |
| SUBTOTAL | | | | \$733,220.90 | \$0.00 | \$733,220.90 |
| TOTAL CIVIL CONSTRUCTION | | | | \$5,000,000.00 | \$1,290,911.88 | \$6,290,911.88 |
| Contingency | 20% | | | \$0.00 | \$1,258,182.38 | \$1,258,182.38 |
| Design Engineering | 5% | | | \$0.00 | \$314,545.59 | \$314,545.59 |
| Construction Engineering | 5% | | | \$0.00 | \$314,545.59 | \$314,545.59 |
| TOTAL BUDGET | | | | \$5,000,000.00 | \$3,178,185.45 | \$8,178,185.45 |



Exhibit G
CDBG-DR Agreement
High Home Rents

Please see the following for a list of the U.S. Department House and Urban Development home rents for North Dakota.



U.S. DEPARTMENT OF HUD 04/2013
STATE:NORTH DAKOTA

| | | 2013 HOME PROGRAM RENTS | | | | | | |
|------------------------|-----------------------|-------------------------|------|------|------|------|------|------|
| PROGRAM | | EFFICIENCY | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR |
| Bismarck, ND MSA | LOW HOME RENT LIMIT | 443 | 502 | 628 | 890 | 1050 | 1205 | 1317 |
| | HIGH HOME RENT LIMIT | 443 | 502 | 628 | 890 | 1050 | 1208 | 1365 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 443 | 502 | 628 | 890 | 1050 | 1208 | 1365 |
| | 50% RENT LIMIT | 660 | 706 | 847 | 979 | 1092 | 1205 | 1317 |
| | 65% RENT LIMIT | 838 | 899 | 1081 | 1239 | 1363 | 1485 | 1607 |
| Fargo, ND-MN MSA | LOW HOME RENT LIMIT | 408 | 495 | 639 | 942 | 1071 | 1181 | 1291 |
| | HIGH HOME RENT LIMIT | 408 | 495 | 639 | 942 | 1114 | 1281 | 1448 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 408 | 495 | 639 | 942 | 1114 | 1281 | 1448 |
| | 50% RENT LIMIT | 646 | 692 | 831 | 960 | 1071 | 1181 | 1291 |
| | 65% RENT LIMIT | 820 | 880 | 1058 | 1213 | 1334 | 1453 | 1572 |
| Grand Forks, ND-MN MSA | LOW HOME RENT LIMIT | 420 | 512 | 686 | 880 | 982 | 1083 | 1184 |
| | HIGH HOME RENT LIMIT | 420 | 512 | 686 | 928 | 1119 | 1287 | 1434 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 420 | 512 | 686 | 928 | 1119 | 1287 | 1455 |
| | 50% RENT LIMIT | 592 | 635 | 762 | 880 | 982 | 1083 | 1184 |
| | 65% RENT LIMIT | 750 | 805 | 968 | 1110 | 1219 | 1327 | 1434 |
| Adams County, ND | LOW HOME RENT LIMIT | 456 | 458 | 573 | 838 | 847 | 974 | 1101 |
| | HIGH HOME RENT LIMIT | 456 | 458 | 573 | 844 | 847 | 974 | 1101 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 456 | 458 | 573 | 844 | 847 | 974 | 1101 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| Barnes County, ND | LOW HOME RENT LIMIT | 471 | 474 | 601 | 749 | 803 | 923 | 1044 |
| | HIGH HOME RENT LIMIT | 471 | 474 | 601 | 749 | 803 | 923 | 1044 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 471 | 474 | 601 | 749 | 803 | 923 | 1044 |
| | 50% RENT LIMIT | 567 | 608 | 730 | 842 | 940 | 1037 | 1134 |
| | 65% RENT LIMIT | 718 | 770 | 926 | 1061 | 1164 | 1266 | 1368 |
| Benson County, ND | LOW HOME RENT LIMIT | 463 | 483 | 573 | 838 | 847 | 974 | 1101 |
| | HIGH HOME RENT LIMIT | 463 | 483 | 573 | 844 | 847 | 974 | 1101 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 463 | 483 | 573 | 844 | 847 | 974 | 1101 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |

* Adjusted Low HOME Rent or High HOME Rent corrects for last year's incorrect hold harmless rent.
For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

* Adjusted Low HOME Rent or High HOME Rent corrects for last year's incorrect hold harmless rent. For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

U.S. DEPARTMENT OF HUD 04/2013
STATE:NORTH DAKOTA

STATE:NORTH DAKOTA

-----2013 HOME PROGRAM RENTS-----

| PROGRAM | EFFICIENCY | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR |
|--------------------------|------------|------|------|------|------|------|------|
| Divide County, ND | | | | | | | |
| LOW HOME RENT LIMIT | 456 | 458 | 573 | 798 | 801 | 921 | 1041 |
| HIGH HOME RENT LIMIT | 456 | 458 | 573 | 798 | 801 | 921 | 1041 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 456 | 458 | 573 | 798 | 801 | 921 | 1041 |
| 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| Dunn County, ND | | | | | | | |
| LOW HOME RENT LIMIT | 441 | 444 | 573 | 838 | 847 | 974 | 1101 |
| HIGH HOME RENT LIMIT | 441 | 444 | 573 | 844 | 847 | 974 | 1101 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 441 | 444 | 573 | 844 | 847 | 974 | 1101 |
| 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| Eddy County, ND | | | | | | | |
| LOW HOME RENT LIMIT | 463 | 483 | 573 | 838 | 847 | 974 | 1101 |
| HIGH HOME RENT LIMIT | 463 | 483 | 573 | 844 | 847 | 974 | 1101 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 463 | 483 | 573 | 844 | 847 | 974 | 1101 |
| 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| Emmons County, ND | | | | | | | |
| LOW HOME RENT LIMIT | 463 | 483 | 573 | 838 | 936 | 1032 | 1128 |
| HIGH HOME RENT LIMIT | 463 | 483 | 573 | 844 | 956 | 1099 | 1243 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 463 | 483 | 573 | 844 | 956 | 1099 | 1243 |
| 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| Foster County, ND | | | | | | | |
| LOW HOME RENT LIMIT | 445 | 448 | 573 | 842 | 940 | 1037 | 1134 |
| HIGH HOME RENT LIMIT | 445 | 448 | 573 | 843 | 1015 | 1167 | 1320 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 445 | 448 | 573 | 843 | 1015 | 1167 | 1320 |
| 50% RENT LIMIT | 567 | 608 | 730 | 842 | 940 | 1037 | 1134 |
| 65% RENT LIMIT | 718 | 770 | 926 | 1061 | 1164 | 1266 | 1368 |
| Golden Valley County, ND | | | | | | | |
| LOW HOME RENT LIMIT | 463 | 483 | 573 | 798 | 801 | 921 | 1041 |
| HIGH HOME RENT LIMIT | 463 | 483 | 573 | 798 | 801 | 921 | 1041 |
| For Information Only: | | | | | | | |
| FAIR MARKET RENT | 463 | 483 | 573 | 798 | 801 | 921 | 1041 |
| 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |

* Adjusted Low HOME Rent or High HOME Rent corrects for last year's incorrect hold harmless rent.
For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

U.S. DEPARTMENT OF HUD 04/2013
STATE:NORTH DAKOTA

STATE:NORTH DAKOTA

| | | 2013 HOME PROGRAM RENTS | | | | | | |
|----------------------|-----------------------|-------------------------|------|------|------|------|------|------|
| PROGRAM | | EFFICIENCY | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR |
| Grant County, ND | LOW HOME RENT LIMIT | 421 | 424 | 573 | 798 | 801 | 921 | 1041 |
| | HIGH HOME RENT LIMIT | 421 | 424 | 573 | 798 | 801 | 921 | 1041 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 421 | 424 | 573 | 798 | 801 | 921 | 1041 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| Griggs County, ND | LOW HOME RENT LIMIT | 463 | 483 | 573 | 838 | 936 | 1032 | 1128 |
| | HIGH HOME RENT LIMIT | 463 | 483 | 573 | 844 | 1015 | 1167 | 1320 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 463 | 483 | 573 | 844 | 1015 | 1167 | 1320 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| Bettinger County, ND | LOW HOME RENT LIMIT | 463 | 483 | 573 | 838 | 847 | 974 | 1101 |
| | HIGH HOME RENT LIMIT | 463 | 483 | 573 | 844 | 847 | 974 | 1101 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 463 | 483 | 573 | 844 | 847 | 974 | 1101 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| Kidder County, ND | LOW HOME RENT LIMIT | 427 | 430 | 573 | 828 | 831 | 956 | 1080 |
| | HIGH HOME RENT LIMIT | 427 | 430 | 573 | 828 | 831 | 956 | 1080 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 427 | 430 | 573 | 828 | 831 | 956 | 1080 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| LaMoure County, ND | LOW HOME RENT LIMIT | 431 | 434 | 587 | 838 | 868 | 998 | 1128 |
| | HIGH HOME RENT LIMIT | 431 | 434 | 587 | 865 | 868 | 998 | 1128 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 431 | 434 | 587 | 865 | 868 | 998 | 1128 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| Logan County, ND | LOW HOME RENT LIMIT | 456 | 458 | 573 | 798 | 801 | 921 | 1041 |
| | HIGH HOME RENT LIMIT | 456 | 458 | 573 | 798 | 801 | 921 | 1041 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 456 | 458 | 573 | 798 | 801 | 921 | 1041 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |

* Adjusted Low HOME Rent or High HOME Rent corrects for last year's incorrect hold harmless rent.
For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

U.S. DEPARTMENT OF HUD 04/2013
STATE:NORTH DAKOTA

STATE:NORTH DAKOTA

| | | 2013 HOME PROGRAM RENTS | | | | | | |
|----------------------|-----------------------|-------------------------|------|------|------|------|------|------|
| PROGRAM | | EFFICIENCY | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR |
| McHenry County, ND | LOW HOME RENT LIMIT | 447 | 450 | 573 | 752 | 892 | 1026 | 1128 |
| | HIGH HOME RENT LIMIT | 447 | 450 | 573 | 752 | 892 | 1026 | 1160 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 447 | 450 | 573 | 752 | 892 | 1026 | 1160 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| McIntosh County, ND | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| | LOW HOME RENT LIMIT | 508 | 511 | 692 | 838 | 926 | 1032 | 1128 |
| | HIGH HOME RENT LIMIT | 508 | 511 | 692 | 862 | 926 | 1065 | 1204 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 508 | 511 | 692 | 862 | 926 | 1065 | 1204 |
| McKenzie County, ND | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| | LOW HOME RENT LIMIT | 421 | 424 | 573 | 838 | 847 | 974 | 1101 |
| | HIGH HOME RENT LIMIT | 421 | 424 | 573 | 844 | 847 | 974 | 1101 |
| | For Information Only: | | | | | | | |
| McLean County, ND | FAIR MARKET RENT | 421 | 424 | 573 | 844 | 847 | 974 | 1101 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| | LOW HOME RENT LIMIT | 458 | 461 | 573 | 781 | 822 | 945 | 1069 |
| | HIGH HOME RENT LIMIT | 458 | 461 | 573 | 781 | 822 | 945 | 1069 |
| Mercer County, ND | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 458 | 461 | 573 | 781 | 822 | 945 | 1069 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| | LOW HOME RENT LIMIT | 463 | 483 | 573 | 844 | 847 | 974 | 1101 |
| Mountrail County, ND | HIGH HOME RENT LIMIT | 463 | 483 | 573 | 844 | 847 | 974 | 1101 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 463 | 483 | 573 | 844 | 847 | 974 | 1101 |
| | 50% RENT LIMIT | 647 | 693 | 832 | 962 | 1073 | 1184 | 1295 |
| | 65% RENT LIMIT | 823 | 883 | 1061 | 1217 | 1338 | 1457 | 1578 |
| | LOW HOME RENT LIMIT | 496 | 518 | 614 | 765 | 936 | 1032 | 1128 |
| | HIGH HOME RENT LIMIT | 496 | 518 | 614 | 765 | 1071 | 1232 | 1362 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 496 | 518 | 614 | 765 | 1071 | 1232 | 1392 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |

* Adjusted Low HOME Rent or High HOME Rent corrects for last year's incorrect hold harmless rent.
For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

U. S. DEPARTMENT OF HUD 04/2013
STATE: NORTH DAKOTA

STATE: NORTH DAKOTA

| | | 2013 HOME PROGRAM RENTS | | | | | | |
|---------------------|-----------------------|-------------------------|------|------|------|------|-------|-------|
| | | EFFICIENCY | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR |
| Nelson County, ND | PROGRAM | | | | | | | |
| | LOW HOME RENT LIMIT | 463 | 510 | 607 | 829 | 892 | 1026 | 1128 |
| | HIGH HOME RENT LIMIT | 463 | 510* | 607* | 829* | 892* | 1026* | 1159* |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 463 | 483 | 573 | 798 | 801 | 921 | 1041 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| Oliver County, ND | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| | PROGRAM | | | | | | | |
| | LOW HOME RENT LIMIT | 456 | 458 | 573 | 798 | 801 | 921 | 1041 |
| | HIGH HOME RENT LIMIT | 456 | 458 | 573 | 798 | 801 | 921 | 1041 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 456 | 458 | 573 | 798 | 801 | 921 | 1041 |
| Pembina County, ND | 50% RENT LIMIT | 647 | 693 | 832 | 962 | 1073 | 1184 | 1295 |
| | 65% RENT LIMIT | 821 | 881 | 1059 | 1215 | 1336 | 1456 | 1576 |
| | PROGRAM | | | | | | | |
| | LOW HOME RENT LIMIT | 463 | 510 | 607 | 801 | 880 | 1012 | 1144 |
| | HIGH HOME RENT LIMIT | 463 | 510* | 607* | 801* | 880* | 1012* | 1144* |
| | For Information Only: | | | | | | | |
| Pierce County, ND | FAIR MARKET RENT | 463 | 483 | 573 | 714 | 766 | 881 | 996 |
| | 50% RENT LIMIT | 575 | 616 | 740 | 854 | 953 | 1051 | 1149 |
| | 65% RENT LIMIT | 728 | 781 | 939 | 1077 | 1181 | 1285 | 1389 |
| | PROGRAM | | | | | | | |
| | LOW HOME RENT LIMIT | 463 | 483 | 573 | 838 | 847 | 974 | 1101 |
| | HIGH HOME RENT LIMIT | 463 | 483 | 573 | 844 | 847 | 974 | 1101 |
| Ramsey County, ND | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 463 | 483 | 573 | 844 | 847 | 974 | 1101 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| | PROGRAM | | | | | | | |
| | LOW HOME RENT LIMIT | 447 | 450 | 573 | 786 | 789 | 907 | 1026 |
| Ransom County, ND | HIGH HOME RENT LIMIT | 447 | 450 | 573 | 786 | 789 | 907 | 1026 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 447 | 450 | 573 | 786 | 789 | 907 | 1026 |
| | 50% RENT LIMIT | 567 | 608 | 730 | 842 | 940 | 1037 | 1134 |
| | 65% RENT LIMIT | 718 | 770 | 926 | 1061 | 1164 | 1266 | 1368 |
| | PROGRAM | | | | | | | |
| LOW HOME RENT LIMIT | 440 | 443 | 594 | 842 | 878 | 1010 | 1134 | |
| | HIGH HOME RENT LIMIT | 440 | 443 | 594 | 875 | 878 | 1010 | 1141 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 440 | 443 | 594 | 875 | 878 | 1010 | 1141 |
| | 50% RENT LIMIT | 567 | 608 | 730 | 842 | 940 | 1037 | 1134 |
| | 65% RENT LIMIT | 718 | 770 | 926 | 1061 | 1164 | 1266 | 1368 |
| | PROGRAM | | | | | | | |

* Adjusted Low HOME Rent or High HOME Rent corrects for last year's incorrect hold harmless rent.
For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

U.S. DEPARTMENT OF HUD 04/2013
STATE: NORTH DAKOTA

| STATE:NORTH DAKOTA | | 2013 HOME PROGRAM RENTS | | | | | | |
|---------------------|-----------------------|-------------------------|------|------|------|------|------|------|
| PROGRAM | | EFFICIENCY | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR |
| Renville County, ND | LOW HOME RENT LIMIT | 421 | 424 | 573 | 838 | 847 | 974 | 1101 |
| | HIGH HOME RENT LIMIT | 421 | 424 | 573 | 844 | 847 | 974 | 1101 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 421 | 424 | 573 | 844 | 847 | 974 | 1101 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| Richland County, ND | LOW HOME RENT LIMIT | 421 | 424 | 573 | 840 | 907 | 1043 | 1179 |
| | HIGH HOME RENT LIMIT | 421 | 424 | 573 | 840 | 907 | 1043 | 1179 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 421 | 424 | 573 | 840 | 907 | 1043 | 1179 |
| | 50% RENT LIMIT | 601 | 644 | 773 | 893 | 996 | 1099 | 1202 |
| | 65% RENT LIMIT | 763 | 818 | 983 | 1127 | 1238 | 1347 | 1457 |
| Rolette County, ND | LOW HOME RENT LIMIT | 463 | 483 | 573 | 838 | 923 | 1032 | 1128 |
| | HIGH HOME RENT LIMIT | 463 | 483 | 573 | 844 | 923 | 1061 | 1200 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 463 | 483 | 573 | 844 | 923 | 1061 | 1200 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| Sargent County, ND | LOW HOME RENT LIMIT | 421 | 424 | 573 | 826 | 902 | 1037 | 1134 |
| | HIGH HOME RENT LIMIT | 421 | 424 | 573 | 826 | 902 | 1037 | 1173 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 421 | 424 | 573 | 826 | 902 | 1037 | 1173 |
| | 50% RENT LIMIT | 567 | 608 | 730 | 842 | 940 | 1037 | 1134 |
| | 65% RENT LIMIT | 718 | 770 | 926 | 1061 | 1164 | 1266 | 1368 |
| Sheridan County, ND | LOW HOME RENT LIMIT | 463 | 472 | 573 | 798 | 801 | 921 | 1041 |
| | HIGH HOME RENT LIMIT | 463 | 472 | 573 | 798 | 801 | 921 | 1041 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 463 | 472 | 573 | 798 | 801 | 921 | 1041 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| Sioux County, ND | LOW HOME RENT LIMIT | 456 | 458 | 573 | 790 | 793 | 912 | 1031 |
| | HIGH HOME RENT LIMIT | 456 | 458 | 573 | 790 | 793 | 912 | 1031 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 456 | 458 | 573 | 790 | 793 | 912 | 1031 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |

* Adjusted Low HOME Rent or High HOME Rent corrects for last year's incorrect hold harmless rent.
For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

| ----- 2013 HOME PROGRAM RENTS ----- | | | | | | | | | |
|-------------------------------------|-----------------------|------|------|------|------|------|-------|-------|--|
| PROGRAM | EFFICIENCY | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR | | |
| Slope County, ND | LOW HOME RENT LIMIT | 456 | 459 | 574 | 800 | 803 | 923 | 1044 | |
| | HIGH HOME RENT LIMIT | 456 | 459 | 574 | 800 | 803 | 923 | 1044 | |
| | For Information Only: | | | | | | | | |
| | FAIR MARKET RENT | 456 | 459 | 574 | 800 | 803 | 923 | 1044 | |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 | |
| Stark County, ND | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 | |
| | LOW HOME RENT LIMIT | 532 | 555 | 658 | 865 | 916 | 1053 | 1163 | |
| | HIGH HOME RENT LIMIT | 532 | 555 | 658 | 913 | 916 | 1053 | 1191 | |
| | For Information Only: | | | | | | | | |
| | FAIR MARKET RENT | 532 | 555 | 658 | 913 | 916 | 1053 | 1191 | |
| Steele County, ND | 50% RENT LIMIT | 582 | 623 | 748 | 865 | 965 | 1064 | 1163 | |
| | 65% RENT LIMIT | 738 | 791 | 952 | 1091 | 1198 | 1302 | 1408 | |
| | LOW HOME RENT LIMIT | 460 | 503 | 607 | 816 | 884 | 1017 | 1134 | |
| | HIGH HOME RENT LIMIT | 460 | 503* | 607* | 816* | 884* | 1017* | 1149* | |
| | For Information Only: | | | | | | | | |
| Stutsman County, ND | FAIR MARKET RENT | 460 | 463 | 573 | 759 | 777 | 894 | 1010 | |
| | 50% RENT LIMIT | 567 | 608 | 730 | 842 | 940 | 1037 | 1134 | |
| | 65% RENT LIMIT | 718 | 770 | 926 | 1061 | 1164 | 1266 | 1368 | |
| | LOW HOME RENT LIMIT | 445 | 448 | 590 | 735 | 940 | 1037 | 1134 | |
| | HIGH HOME RENT LIMIT | 445 | 448 | 590 | 735 | 968 | 1113 | 1258 | |
| Towner County, ND | For Information Only: | | | | | | | | |
| | FAIR MARKET RENT | 445 | 448 | 590 | 735 | 968 | 1113 | 1258 | |
| | 50% RENT LIMIT | 567 | 608 | 730 | 842 | 940 | 1037 | 1134 | |
| | 65% RENT LIMIT | 718 | 770 | 926 | 1061 | 1164 | 1266 | 1368 | |
| | LOW HOME RENT LIMIT | 421 | 424 | 573 | 798 | 936 | 1032 | 1128 | |
| Traill County, ND | HIGH HOME RENT LIMIT | 421 | 424 | 573 | 798 | 936 | 1076 | 1217 | |
| | For Information Only: | | | | | | | | |
| | FAIR MARKET RENT | 421 | 424 | 573 | 798 | 936 | 1076 | 1217 | |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 | |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 | |
| | LOW HOME RENT LIMIT | 424 | 491 | 609 | 808 | 883 | 1015 | 1134 | |
| | HIGH HOME RENT LIMIT | 424 | 491* | 609* | 808* | 883* | 1015* | 1147* | |
| | For Information Only: | | | | | | | | |
| | FAIR MARKET RENT | 424 | 427 | 578 | 737 | 774 | 890 | 1006 | |
| | 50% RENT LIMIT | 567 | 608 | 730 | 842 | 940 | 1037 | 1134 | |
| | 65% RENT LIMIT | 718 | 770 | 926 | 1061 | 1164 | 1266 | 1368 | |

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For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

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STATE:NORTH DAKOTA

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----- 2013 HOME PROGRAM RENTS -----

| PROGRAM | EFFICIENCY | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR | |
|---------------------|-----------------------|------|------|------|------|------|-------|-------|
| Walsh County, ND | LOW HOME RENT LIMIT | 463 | 510 | 607 | 821 | 914 | 1037 | 1134 |
| | HIGH HOME RENT LIMIT | 463 | 510* | 607* | 821* | 914* | 1051* | 1188* |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 463 | 483 | 573 | 774 | 867 | 997 | 1127 |
| | 50% RENT LIMIT | 567 | 608 | 730 | 842 | 940 | 1037 | 1134 |
| | 65% RENT LIMIT | 718 | 770 | 926 | 1061 | 1164 | 1266 | 1368 |
| Ward County, ND | LOW HOME RENT LIMIT | 456 | 486 | 641 | 842 | 940 | 1037 | 1134 |
| | HIGH HOME RENT LIMIT | 456 | 486 | 641 | 945 | 983 | 1130 | 1278 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 456 | 486 | 641 | 945 | 983 | 1130 | 1278 |
| | 50% RENT LIMIT | 567 | 608 | 730 | 842 | 940 | 1037 | 1134 |
| | 65% RENT LIMIT | 718 | 770 | 926 | 1061 | 1164 | 1266 | 1368 |
| Wells County, ND | LOW HOME RENT LIMIT | 463 | 483 | 573 | 838 | 908 | 1032 | 1128 |
| | HIGH HOME RENT LIMIT | 463 | 483 | 573 | 844 | 908 | 1044 | 1180 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 463 | 483 | 573 | 844 | 908 | 1044 | 1180 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |
| Williams County, ND | LOW HOME RENT LIMIT | 455 | 496 | 605 | 753 | 809 | 930 | 1052 |
| | HIGH HOME RENT LIMIT | 455 | 496 | 605 | 753 | 809 | 930 | 1052 |
| | For Information Only: | | | | | | | |
| | FAIR MARKET RENT | 455 | 496 | 605 | 753 | 809 | 930 | 1052 |
| | 50% RENT LIMIT | 565 | 605 | 726 | 838 | 936 | 1032 | 1128 |
| | 65% RENT LIMIT | 715 | 768 | 923 | 1057 | 1160 | 1261 | 1362 |

* Adjusted Low HOME Rent or High HOME Rent corrects for last year's incorrect hold harmless rent.
For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.