

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756



REQUEST FOR NEGOTIATION

RFN - LEASE OF PROPERTY

SUBMITTALS ARE OPENED PUBLICLY AND

ARE ACCEPTED VIA PINELLAS EPRO

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

ISSUE DATE: Tuesday, June 14, 2022

SOLICITATION NUMBER: **22-0460-RN**

SOLICITATION TITLE: **DEVELOPMENT OF RESIDENTIAL PROPERTY - LEALMAN COMMUNITY REDEVELOPMENT AREA AT 3901 46TH AVE N**

DEADLINE FOR WRITTEN QUESTIONS: Thursday, July 21, 2022 by 3:00 PM Eastern Time

SUBMIT QUESTIONS: ALL QUESTIONS MUST BE SUBMITTED IN PINELLAS EPRO WITHIN THE Q&A - TAB.

ALL SUBMITTALS ARE DUE BY: Thursday, August 11, 2022 by 3:00 PM Eastern Time

SOLICITATION CONTACT INFORMATION:

NAME: **Steven Boswell**

EMAIL: **sboswell@pinellascounty.org**


SUBMITTALS MAY NOT BE WITHDRAWN FOR 180 DAYS AFTER OPENING DATE.

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm , from which you obtained this solicitation.

Before submitting, you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

AUTHORIZED BY:



Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

CONTRACTOR MUST COMPLETE THE FOLLOWING

CONTRACTORS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIVE AND RESPONSIBLE SUBMITTAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A CONTRACTOR DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE SOLICITATION OPENING DATE AS ADVERTISED. BY SIGNING THIS SUBMITTAL FORM, CONTRACTORS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER SOLICITATION TERMS AND CONDITIONS, INCLUDING ANY INSURANCE REQUIREMENTS CONTAINED HEREIN.

CONTRACTOR NAME: _____ (As shown on W-9)
DBA: _____ (If applicable)
MAILING ADDRESS: _____ (As shown on W-9)
CITY / STATE / ZIP: _____ (As shown on W-9)
CONTRACTOR EMAIL: _____ (Primary Company Email Address)
REMIT TO NAME: _____ (As Shown on contractors Invoice)
FEIN#: _____ (As shown on W-9)

PAYMENT TERMS: ____% ____ DAYS, NET 45 (PER F.S. 218.73)

DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit dos.myflorida.com/sunbiz/ for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

CONTRACTOR CONTACT INFORMATION

CONTACT NAME: _____
PHONE NUMBER: _____
FAX NUMBER: _____
EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP EXCEPT AS NOTED BY EXCEPTION, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

TO ALL INTERESTED PROVIDERS

Sealed statements of interest are solicited regarding the lease of the property described herein. The purpose of which is to enter into negotiations to complete the lease of property in order to advance one or more Pinellas County development goals. These goals include revitalizing the area into a vibrant, mixed-income community, with well-designed housing that link to quality public schools, neighborhood amenities and accessible transportation for County Residents. All qualified responses to this RFN will be considered and evaluated based on the evaluation criteria established in the RFN document attached.

Specific Requirements:

1. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda shall become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

2. STATEMENTS OF INTEREST

- a. Statements of interest will be opened immediately after the submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the opening but may not immediately review any submittals. The names of respondents only will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-day period expires. Late submittals will not be accepted.
- b. Statements of interest and changes thereto shall be submitted utilizing Pinellas ePro purchasing website. Failure to comply could result in the statement of interest being rejected.
- c. Interested parties are advised that exceptions to any terms and conditions contained in this RFN must be stated with specificity in its response to the RFN as provided herein. Interested parties are deemed to have accepted and to be bound by the RFN terms and conditions that does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the statement of interest, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.

3. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparations and submissions to the County and any oral presentations, or any work performed in connection therewith, shall be borne solely by the contractor(s). No payment will be made for any responses received, or for any other effort required of, or made by, the contractor(s) prior to contract commencement unless otherwise specified in the Scope of Work in this solicitation.

4. LOBBYING

"Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board, until either an award is final, or the competitive selection process is otherwise

concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director."

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

5. PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and contractor shall provide an additional copy of the contractor's submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor signature page, contractor acknowledges and agrees:

- i. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;
- ii. That to the extent that the contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- iii. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- iv. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total contractor prices, the work, services, project, goods, and/or products to be provided by contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the contractor is not acceptable to the County and will result in a determination that the contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

6. PUBLIC RECORDS – CONTRACTOR’S DUTY

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756

7. E-VERIFY

The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

8. TIMELINE

The County reserves the right to modify dates and time:

Release of Request for Negotiation:	June 10, 2022
Deadline for Questions/Clarifications:	July 21, 2022
Statements of Interest due in Purchasing by 3:00 PM:	August 11, 2022

9. PURPOSE

The Pinellas County Board of County Commissioners (County) and the Housing Finance Authority of Pinellas County (Issuer), seek statements of interest in response to this Request for Negotiations (RFN) to enter into negotiations to complete the lease of the property identified in paragraph 12 (the “Description of Property”) in order to advance one or more Pinellas County affordable housing goals. These include enhancing the community, creating jobs, providing new housing, and better utilization of the property. The Issuers will consider all qualified responses to this RFN, and evaluate each response based on the evaluation criteria established in paragraph 14 in accordance with the procedure set out herein. **RESPONDERS ARE ADVISED THAT NO NEGOTIATIONS ARE**

FINAL, AND NO TERMS, PROVISIONS, OR UNDERSTANDINGS ARE BINDING AND ENFORCEABLE UNTIL APPROVED IN A WRITTEN CONTRACT OR LEASE AUTHORIZED BY THE BOARD OF COUNTY COMMISSIONERS AS PROVIDED IN PARAGRAPH 15 HEREIN.

10. **OBJECTIVE:**

The objective is to redevelop the property with a mix of well-designed housing types and tenancies ranging from single-family infill houses to multi-family apartments with the inclusion of affordable units. A minimum of 30% of the units must be set-aside for households with income below 120% of the area median income level. Preference will be given to proposals that include additional affordable housing units at lower income levels.

The subject property is being made available for residential development through a long-term ground lease. The funding source utilized to purchase the property requires the land to remain in ownership of the local government agency. Lease terms, conditions and requirements are described in the example lease attached as **Attachment 2 – Ground Lease Template**. The ground lease fee calculation shown in this exhibit is typical but may be negotiated based on the proposed project. If a proposed project includes ownership units, the developer must agree to provide long-term affordability compliance as described in section 16 below.

11. **BACKGROUND**

At the direction of the County, the ISSUER acquired this property, as illustrated in Attachment 4 (See Attachment 4 – Location Map), which is located at 3901 46th Ave N., St. Petersburg, FL 33714, on February 29, 2016. Funding for the acquisition was provided by Pinellas County through the Affordable Housing Land Assembly Fund, a Capital Improvement Program using Penny for Pinellas funds.

The property is located in the Lealman Community Redevelopment Area (CRA). The CRA is comprised of a mix of low-medium density, residential development (6.22 du/acre), with commercial uses along the major corridor of 34th Street/US-19, Haines Road and sections of 28th Street and 54th Avenue. Interstate-275 forms the eastern boundary, adjacent to Joe's Creek Greenway Park which begins just east of 28th Street North and 42nd Avenue. The Lealman CRA is an unincorporated area north of and adjacent to the city of St. Petersburg, Florida.

Detailed information about the Lealman CRA including the CRA Plan is available at: <http://pinellascounty.org/cra/lealman/default.htm>

12. **DESCRIPTION OF PROPERTY**

1. Attachment "4" is a map of the area that identifies the subject property.
2. Future Land Use: This parcel has a future land use designation of RU Residential Urban – 7.5 du/ac. Zoning:
3. This parcel is zoned **R-5-CO**; Urban Residential – Conditional Overlay.

13. **RECENT APPRAISAL VALUES**

Current appraisals of property values are not available.

14. **EVALUATION CRITERIA**

The following criteria will be used to evaluate responses to this RFN. Responders shall include sufficient information to allow the Issuers to thoroughly evaluate the response, and each response submitted shall be evaluated by the Issuers based on the following criteria:

1. Highest Quality Development Plan for the Property
 - 1.1. The overall quality of the single and/or multi-family housing development plan including aesthetic character and quality of design. Emphasis on the use of color and materials to create individuality within the development. Design variation and building articulation is highly encouraged with a variety of elevations, building materials and architectural treatments.
 - 1.2. Innovative and sustainable design for the single and/or multi-family development including energy and water efficient units that incorporate green building standards. Meeting the design standards of LEED for the development is encouraged. Preservation of existing trees and installation of Florida friendly low maintenance landscaping is encouraged.

- 1.3. Preference will be given to proposals that exceed the minimum affordable housing requirements and provided a mix of housing affordability options to a range of residents.
2. Ability of Applicant to Complete Proposed Project
 - 2.1. Preference will be given to proposals strongly demonstrating the respondent's ability and financial capacity to complete the proposed project in a timely manner.
 - 2.2. Respondent's ability to meet the proposed timeframe for the development, including a development budget/project pro-forma, identification of any conditions that must be met before full funding is achieved and the proposal can be implemented. The schedule should include the time needed to obtain financing, complete design, secure permits and approvals, prepare the site, start and complete construction, and start and complete multi-family development.
 - 2.3. Respondent's ability to secure necessary project financing. Additional preference will be given to proposals demonstrating the highest financial capacity and strength.
 - 2.4. Recent, current, and projected workloads of the applicant and the applicant's team should be described.
3. Inclusion of additional community amenities such as open space, signage, streetscaping, landscaping, and/or public art which provide public benefits.
4. Expense Reduction
 - 4.1. Preference will be given to proposals that eliminate or reduce County expenses as a result of the project.
 - 4.2. Sufficient information must be provided to clearly identify the public investments required to complete the project. Preference will be given to proposals that require lower public investment to complete the project.
 - 4.3. Any other incentives being sought from the County in order to complete the project should be identified.
5. Experience and the financial and organizational capacity of the responder in successfully planning and completing multi-family housing projects of similar type and scale, on time and within budget. Proposals should include thorough company information describing development experience, including experience building single and/or multi-family developments in the Tampa Bay area.
6. Any other information that would help County staff understand and evaluate the development proposal.

15. SELECTION OF A RESPONSE FOR NEGOTIATIONS

Each response timely submitted shall be evaluated by a committee and ranked based upon the evaluation criteria. The Issuers will enter into negotiations with the highest ranked responder for a lease agreement ("contract") for the Property, and if negotiations are successful, the contract/lease will be submitted to the Board of County Commissioners, for final approval, and the transaction will be closed in accordance with the terms of the contract/lease. If the Issuers do not successfully negotiate a contract, lease or other agreement specifying terms of the transaction with the highest ranked responder within one hundred and eighty (180) days of the announcement of the ranking responses, then the Issuers may enter into negotiations with the next highest ranked responder.

To be considered, each response must include FORM A – Qualifications of Responder, and FORM B – PROPOSAL FORM. Responses to the RFN are to be signed in ink by an authorized principal of the responder. The face of the PDF shall indicate the name and address of the responder and title of the response to the RFN. The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Responses are to be submitted to Pinellas ePro procurement website by the date and time indicated on the cover sheet.

16. SPECIFICATIONS:

1. Housing Development Plan

- 1.1. A description of the proposed development to be built including building(s), with square footage, and proposed use(s). Include a conceptual site plan or illustration.

- 1.2. Proposals shall describe the overall housing development plan including aesthetic character and quality of housing design with an emphasis on the use of color and materials to create individuality of the development. Design should utilize an identifiable architectural style which provides an inviting, human scale façade for the development.
- 1.3. Proposals shall include schematic house designs. The development should be planned to conform to current zoning and future land use designation, including any planned requested density bonus, and to make best use of the available land.
- 1.4. A project pro-forma and construction budget
- 1.5. Confirmed or verifiable sources of funds supporting the Respondent's financial capability of undertaking the Proposed Development, including company operating revenues and expenses, history of debt payments, and letters of credit
- 1.6. Resumes of respondent's previous experience and a description of the scope and quality of past projects
- 1.7. A list of any previous or current County-projects that the Respondent or any member of the Respondent's team was involved with, whether directly or indirectly
- 1.8. A complete description of the development team including names, addresses, individual resumes of those individuals to be assigned to the project; the responsibilities of each team member or firm; and the experience of all those involved
- 1.9. If homeownership housing is being proposed the respondent must demonstrate its willingness and ability to enter into a sub-ground lease with each homeowner and assume ongoing responsibility for the long-term education, compliance, and resale responsibilities.
2. Additional amenities
 - 2.1. Inclusion of additional amenities such as open space, signage, streetscaping, landscaping, and/or public art which provide public benefit(s) to the CRA is encouraged.
3. Sustainability
 - 3.1. Proposals shall describe the sustainable design features of the development project.
 - 3.2. Innovative and sustainable design of the proposed single and/or multi-family development to include energy and water efficient units that incorporate green building standards, meeting the design standards of LEED (Leadership in Energy and Environmental Design) for the development is encouraged.
4. Project Timeframe and Schedule
 - 4.1. The development of the property shall commence within one **(1) year** from the closing date of the ground lease of the property with the possibility of an extension of time, if needed.
 - 4.2. A timeline of project approvals and construction, including date specific milestones such as obtaining financing, complete design, secure permits and approvals, preparation of site, commencing and completing construction of the development. Phased projects must include this information for each phase.
5. Affordability
 - 5.1. If the proposed single or multi-family housing development proposes utilizing Pinellas County Affordable Housing Program funding, a portion of the units constructed must be sold or rented to income eligible tenants earning less than one hundred twenty percent (120%) of area median income as determined by HUD, adjusted for family size.
 - 5.2. The minimum number of units to be set aside for income eligible tenants will be determined by the percentage of affordable housing funding to the total project costs.
6. Expense Reduction
 - 6.1. Proposals shall provide details on how to eliminate or reduce County expenses as a result of the project.
 - 6.2. Sufficient information must be provided to clearly identify the public investments required to complete the project. Preference will be given to proposals that require lower public investment to complete the project.
 - 6.3. Any other incentives being sought from the County in order to complete the project should be identified.

17. INSPECTION OF PROPERTY

Any potential responder that desires to inspect the property should contact **Mark Van Lue** with Pinellas County **Housing & Community Development** at **727-464-5697** to arrange for access for inspections. Inspection must be completed no later than the question deadline listed on page 1.

18. LEASE OF PROPERTY:

- a. As Is Condition - The property which is the subject of this RFN is being offered in "as is" condition as of the date of the execution of the lease. The successful respondent(s) will be required to acknowledge and agree that the Issuers make no warranties or representations of any kind or nature concerning the condition of the Property, including but not limited to any improvements thereon, the subsurface soils, groundwater, site contamination or hazardous waste, or fitness for responder's intended use of the Property, and that the responder(s) has not relied on any warranties or representations of any kind from the Issuers, or its agents or representatives, in completing the closing unless otherwise specifically provided for in the contract.
- b. The negotiated contract will provide for a due diligence period for the selected responder(s) to conduct standard due diligence activities including, but not limited to, appraisals, inspections, and environmental site assessments.
- c. The ISSUER will enter into a Ground Lease with the successful respondent(s) which will provide the land development rights to utilize the property for an annual fee and all other documents necessary for closing of the transaction.
- d. All ground leases of rights by the ISSUER shall convey only the land development rights of the ISSUER in the Property covered thereby and shall not be deemed to convey the title, or to represent any statement of facts concerning the same.
- e. The lessor may choose to purchase title insurance and survey updates to meet lessor's needs.
- f. Any potential proposer may also reasonably conduct its own environmental testing of the property by contacting the department contact person, entering into a right of entry agreement with the County and providing the requisite insurance coverage.
- g. Current appraisals of property values are not available.
- h. County Contracting Requirements: The successful provider shall be required to enter into a ground lease with the ISSUER substantially similar in form to the one attached hereto. Attachment 2 – Ground Lease Template.

19. GENERAL CONDITIONS

1. Responses will be opened immediately after the submittal date and time. The public may attend the response opening but may not immediately review any responses submitted.
2. Responder is advised that exceptions to any of the terms contained in this RFN must be identified in its response to the RFN. Failure to do so may lead Issuers to declare any such term non-negotiable. Responder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
3. The Issuers reserves the right to select the responder that it believes will serve the best interest of Pinellas County.
4. The Issuers reserves the right to reject any or all responses to the RFN.
5. The Issuers reserves the right to cancel the entire Request for Negotiations.
6. The Issuers reserve the right to remedy or waive technical or immaterial errors in the Request for Negotiations or in responses submitted.
7. The Issuers reserve the right to request any necessary clarifications or data without changing the terms of the response.

20. INSURANCE REQUIREMENTS

- a. See Attachment 1 – Insurance Requirements
- b. Additional insurance requirements may be implemented by the County prior to the execution of the Agreement or prior to any construction activities commencing for the project.

21. ADDITIONAL ATTACHMENTS

The following list of attachments are also part of this RFN:

- a. Attachment 1 – Insurance Requirements
- b. Attachment 2 – Ground Lease Template
- c. Attachment 3 – Ground Lease Exhibits Template
- d. Attachment 4 – Location Map

FORM A – QUALIFICATIONS OF RESPONDER

FORM A – QUALIFICATIONS OF RESPONDER

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR RESPONSE MAY BE REVIEWED AND PROPERLY EVALUATED.

Company Name:

Length of Time Company Has Been in Business:

Business Address:

How Long in Present Location:

Telephone Number:

Email Address:

Total Number of Current Employees:

Full Time:

Part Time:

COMMERCIAL AND/OR GOVERNMENTAL REFERENCES REGARDING PREVIOUS DEVELOPMENTS OF A SIMILAR NATURE:

1.
Project Name and location:

2.
Project Name and location:

Contact:

Contact:

Telephone/Fax:

Telephone/Fax:

Address:

Address:

City/State/Zip:

City/State/Zip:

Email Address:

Email Address:

3.
Project Name and location:

4.
Project Name and location:

Contact:

Contact:

Telephone/Fax:

Telephone/Fax:

Address:

Address:

City/State/Zip:

City/State/Zip:

Email Address:

Email Address:

FORM B – PROPOSAL FORM

FORM B- PROPOSAL FORM

Please submit for the lease of property located at:

- *Note for review – All of the criteria contained in Section 14 will be placed on Form B (in order) to ensure the firms submit all information requested.*

Name of Firm: _____

The information requested on proposal Form B is a summary only. As per the evaluation criteria starting on page 4, please submit information sufficient to allow the Issuers to evaluate each submittal.

EVALUATION CRITERIA:

A. Intended use for the property:

- **Land Use:** Describe each type of land use, associated acreage, estimated square feet of building space or other measurement (parking spaces etc.) devoted to the use(s) and overall capital investment related to the land use.

Type of Land Use	Acreage	Measurement (examples: Total Building Square Feet, Number of parking spaces, Number of ball fields)	Capital Investment

FORM B – PROPOSAL FORM

B. Describe and summarize the housing development plan: _____

C. Describe the sustainable design features of the development project:

D. Describe the timeframe and schedule of construction: _____

E. Describe how the Affordable housing requirement will be met: _____

F. Summarize the development budget and describe the sources of construction financing: _____

FORM B – PROPOSAL FORM

G. Describe any additional amenities to be provided: _____

H. Describe any reduction or elimination of County Expenses as a result of the project: _____

I. Describe ability to successfully complete proposed project: _____

J. List and describe examples of other housing development projects completed: _____

K. Please provide other information as it relates to the evaluation criteria identified: _____

FORM B – PROPOSAL FORM

Company Name: _____

Contact Name: _____

Legal Corporate Name: _____

Business Address: _____

Phone: _____ Fax: _____ E-Mail: _____

I hereby agree to abide by all conditions of the Response and certify that I am authorized to sign this proposal for the applicant.

Authorized Signature: _____

Printed Name & Title: _____

I hereby request the Board of County Commissioners to waive the mineral rights reservation required by Florida Statute §270.11.

Signature of Responder

ADDENDUM

ADDENDUM

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS SOLICITATION BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding addenda issued is available on the Pinellas ePro website, www.ebids.pinellas.gov/bsol, listed under the bid attachments.

**ATTACHMENT 1
INSURANCE REQUIREMENTS**

The following insurance requirements are included in this agreement:

1. INDEMNIFICATION

Developer agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law, or of any other laws, regulations, ordinance, order or decree, or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

2. INSURANCE

The Developer shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Developer shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Developer shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Developer of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Developer or their agent prior to the expiration date.

- 1) The Developer shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Developer from its insurer. Notice shall be given by email

**ATTACHMENT 1
INSURANCE REQUIREMENTS**

- to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Developer of this requirement to provide notice.
- 2) Should the Developer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- B. If subcontracting is allowed under this RFP, the Developer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Developer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:
- 1) Require each subcontractor to be bound to the Developer to the same extent the Developer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
 - 2) Provide for the assignment of the subcontracts from the Developer to the County at the election of Owner upon termination of the Contract.
 - 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
 - 4) Provide a waiver of subrogation in favor of the County.
 - 5) Assign all warranties directly to the County.
 - 6) Identify the County as an intended third-party beneficiary of the subcontract. The Developer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- C. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Developer.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and

**ATTACHMENT 1
INSURANCE REQUIREMENTS**

individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Developer/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

**GROUND LEASE
THE SHORES**

THIS GROUND LEASE (“Lease” or “Ground Lease”) is made and entered into this ___ day of _____, 2021, by and between **Housing Finance Authority of Pinellas County, Florida, as Trustee** (the “Lessor” or “Authority”) of the **Pinellas County Land Assembly Trust, dated _____ (“Trust”)**, whose principal address is 26750 US Highway 19 North, Suite 110, Clearwater, FL 33761 and _____ (“Lessee”), whose principal address is _____.

WHEREAS, the Authority is the Trustee of the Pinellas County Land Assembly Trust, dated _____, a land trust formed pursuant to Section 689.071, Florida Statutes for the benefit of Pinellas County, Florida; and

WHEREAS, the Authority is organized exclusively for charitable purposes, including the development and preservation of decent affordable rental housing for low- and moderate-income households who otherwise would be denied access to decent affordable housing because of limited financial resources; and

WHEREAS, Lessee shares the purposes and goals of the Lessor and enters into this Lease not only to obtain those benefits to which Lessee is entitled under this Lease, but also to further the charitable purposes of Lessee and Lessor; and

NOW, THEREFORE, for and in consideration of the foregoing recitals, of mutual covenants of Lessor and Lessee, the payment of rents by Lessee, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE 1. BACKGROUND

The Land (defined below) will be constructed with _____ (#) residential units. Lessor will lease the Land to Lessee who will develop, own and manage the ___-unit affordable housing rental complex (sometimes referred to as the “**Project**”).

The provisions of this Lease shall have no bearing or effect on any other agreements or warranties between Lessee and Lessor.

ARTICLE 2. LEASED PREMISES

2.01 Premises. Lessor, in consideration of the rents to be received and the terms and conditions of this Lease, does hereby lease unto Lessee, and Lessee does hereby lease from Lessor, the real property comprised of _____ acres MOL located in Pinellas County Florida, on which the Project is constructed, as more fully described in **Exhibit “A” Legal Description**, attached hereto and made a part hereof by reference (the “**Land**” or “**Premises**”).

2.02 Reservation of Water and Mineral Rights. Lessor reserves to itself all the subsurface water, minerals and other extractive resources of the Land. This reservation shall not diminish the right of Lessee under this Lease to occupy and freely use the

Improvements. Any eventual extraction by Lessor of water, minerals or other extractive resources shall be carried out with no disruption to Lessee. In instances requiring a disruption of Lessee's right of use and occupancy of the Land, Lessor shall not make such extraction without the written consent of Lessee and any Permitted Mortgagee.

2.03 Ownership/Reversion of Improvements. Lessee reserves all rights of ownership of the Improvements on the Land subject to the terms and conditions of this Lease. All buildings, structures, amenities, fixtures, furnishings, inventory, machinery, equipment and other assets placed, constructed or installed on the Land by Lessee shall be personal property, and Lessee shall have legal title thereto during the Initial Term (as hereafter defined) and the Extended Term (as hereafter defined), as applicable, of this Ground Lease. Upon the expiration or termination of this Lease, at Lessor's written election to be provided to Lessee within 20 days following such expiration or termination, title to all permanent buildings and other improvements constructed on the Land, including support equipment and fixtures, such as air conditioners, base electrical service, plumbing and other items, which are customarily provided or associated with a rental housing project (collectively, the "**Improvements**"), shall vest in Lessor, except that in the case of Lessee's acquisition of title to the Land, pursuant the provisions of Sections 3.03 or 3.04, **[IF LESSOR IS NOT THE AUTHORITY:** or the termination of this Lease, pursuant to the provisions of Section 14.16], title to the Improvements shall vest in Lessee.]

2.04 Condition of Land. Lessor leases and Lessee takes the Land "**as is**", "**where-is**" and with "**all faults**". Lessee acknowledges that Lessor has not made and will not make, nor shall Lessor be deemed to have made, any warranty or representation, express or implied, with respect to the Land, including any warranty or representation as to its fitness for any particular use or purpose. Lessee acknowledges that the Land is of its selection and that the Land has been inspected by Lessee and is satisfactory to it. In the event of any defect or deficiency in any of the Land, of any nature, whether latent or patent, Lessor shall not have any responsibility or liability with respect thereto or for any incidental or consequential damages (including strict liability in tort). The provisions of this section have been negotiated and are intended to be a complete exclusion and negation of any warranties by Lessor, express or implied, with respect to the Land, arising pursuant to any law now or hereafter in effect.

2.05. Stipulation and Acknowledgment. Lessor and Lessee stipulate to having received the benefit of professional legal counsel, for the purpose of setting forth their respective review and understanding of this Ground Lease and related documents for this transaction.

ARTICLE 3. DURATION OF THE LEASE

3.01 Principal Term. The initial term of this Lease shall be for ninety-nine (99) years commencing at midnight on _____, 2022 ("**Commencement Date**") and terminating at 12:00 midnight 99 years thereafter on _____, 2121 ("**Initial Term**"). Lessee and Lessor shall execute a "Memorandum of Ground Lease" acknowledging this Lease and otherwise complying with requirements of law for an effective Memorandum of Ground Lease, substantially in the form attached hereto as **Exhibit "B" Memorandum of Ground Lease**. The Memorandum of Ground Lease shall be recorded in the official public records of Pinellas County, Florida, on or promptly after the Commencement Date, as set forth in Section 14.11.

3.02 Lessee's Option to Extend. Lessee may extend the Initial Term of this Lease for one (1) additional period of ninety-nine (99) years ("**Extended Term**"), subject to all of the provisions of this Lease, provided that Lessor may make changes to the terms of the Lease for the renewal period prior to the beginning of such Extended Term, but only if such changes do not materially and adversely impair Lessee's rights under the Lease. Not more than 365 days nor less than 180 days before the last day of the Initial Term, Lessor shall give Lessee written notice, stating the date of expiration of the Lease, describing any changes that Lessor intends to make to the terms of the Lease as permitted above, and reiterating the conditions for renewal as set forth immediately below (the "**Expiration Notice**").

Lessee's right to exercise the option to extend is subject to the following conditions: (a) within sixty (60) days of receipt of the Expiration Notice, Lessee shall give Lessor written notice, irrevocably exercising the option to extend (the "**Extension Notice**"); (b) this Lease shall be in effect at the time the Extension Notice is given and on the last day of the Initial Term; (c) there shall not be an event of default by Lessee under this Lease or under any loan documents between Lessee and any Permitted Mortgagee (hereinafter defined) at the time the Extension Notice is given and on the last day of the Initial Term.

When Lessee has rightfully exercised the option to extend, each party shall execute a new "Memorandum of Ground Lease", acknowledging the fact that the option has been exercised and otherwise complying with the requirements of law for an effective memorandum of lease, and such memorandum of lease shall be recorded in accordance with the requirements of law on or promptly after the commencement of the Extended Term.

3.03 Change of Lessor; Lessee's Right to Purchase. In the event that ownership of the Land is conveyed or transferred (whether voluntarily or involuntarily) by Lessor to any person or entity, other than to Lessee, this Lease shall not cease, but shall remain binding and unaffected. Lessor shall not transfer its interest in the Land during the Tax Credit Compliance Period, without the prior written consent of the Investor Limited Partner and any Permitted Mortgagee. In the event that Lessor desires or attempts to convey the Land to any person or entity during the Tax Credit Compliance Period or if, following the expiration of the Tax Credit Compliance Period, Lessor desires or attempts to convey the Land to any person or entity, other than a Related Grantee (hereinafter defined) and other than as security for a mortgage loan, Lessee shall have a right of first refusal to purchase the Land. For the purposes of this Section, the term "**Related Grantee**" means a charitable trust, land trust, non-profit 501(c)(3) corporation or governmental agency, instrumentality or district of a governmental agency, or other similar entity affiliated with Pinellas County, Florida and sharing the goals described in the Recitals above. This right of first refusal shall be as specified in **Exhibit "C" FIRST REFUSAL**, attached hereto and made a part of this Lease by reference. Following the acquisition by Lessee of title to the Land, this Lease and the LURA (hereinafter defined) shall automatically terminate, in connection with which Lessor shall execute and record Terminations of the Memorandum of Ground Lease and the LURA in the Public Records of Pinellas County, Florida. Any sale or other transfer contrary to this Section 3.03 shall be null and void.

3.04 Lessor's Right To Terminate Lease. Notwithstanding anything in this Lease to the contrary, Lessor shall have the absolute right to terminate this Lease, following written notice to Lessee, Investor Limited Partner, and each Permitted Mortgagee, in the event Lessee shall fail to satisfy the below condition on or before the date set forth below:

Attachment 2

- (a) Obtain a certificate of occupancy for all ___ units within the Project on or before thirty-six (36) months from the Commencement Date.

Provided; however, Lessee shall have additional 180 days following receipt of such written notice from Lessor within which to obtain the required certificate of occupancy. If after such 180-day period, Lessee has not obtained the certificate of occupancy, Lessee shall have the option, within thirty (30) days after the expiration of the 180 day cure period, to acquire fee simple title to the Land upon the payment to Lessor of \$_____ pursuant to a Special Warranty Deed. If Lessee fails to exercise the option to purchase the Land, Lessor shall have the right, exercised in its sole and absolute discretion, of (i) terminating this lease, whereupon Lessee shall have no further rights hereunder, or (ii) extending the time by which the condition must be satisfied in writing to Lessee. The completion of any cure by Investor Limited Partner or any Permitted Mortgagee shall constitute cure by Lessee.

ARTICLE 4. USE OF THE LAND AND IMPROVEMENTS

4.01 Residential Use Only. Lessee shall use, and shall cause all occupants to use, the Land and Improvements only for affordable residential rental housing in accordance with this Lease and the LURA (defined below) and any incidental activities related to residential rental use that are permitted by applicable zoning law. In addition, use of the Land and Improvements shall be further limited by the restrictions set forth in **Exhibit “D” RESTRICTIONS**, attached hereto and made a part of this Lease by reference.

4.02 Responsible Use and Compliance with Law. Lessee shall use the Land and Improvements, and shall operate the Project, in a manner so as not to cause actual harm to others or create any nuisances, public or private, and shall dispose of any and all waste in a safe and sanitary manner. Lessee shall maintain the Land and Improvements in good, safe, and habitable condition in all respects, except for normal wear and tear, in full compliance with all applicable laws and regulations, and in such condition as is required to maintain the insurance coverage required by this Lease.

4.03 Occupancy. The Land and Improvements shall be occupied only as permanent residential rental housing and shall not be converted to owner-occupied housing or other residential or business use at any time unless otherwise agreed in advance by Lessor in writing.

4.04 Inspection. Subject to the rights of tenants, Lessor may inspect any portion of the Land or Improvements at any reasonable time, and in any reasonable manner, upon at least forty-eight (48) hours oral or written notice to Lessee. In the event of an emergency, or in the event of a code or zoning violation resulting in a citation or fine, Lessor may inspect any portion of the Land or Improvements without notice, provided that Lessor shall make reasonable efforts to provide advance notice to Lessee.

4.05 Lessee’s Right to Peaceful Enjoyment. Lessee has the right to undisturbed enjoyment of the Land and Improvements, and Lessor has no desire or intention to interfere with the personal lives, associations, expressions, or actions of Lessee, subject to the provisions of this Lease.

4.06 Compliance with Law.

(a) Lessee agrees to comply with all laws, ordinances, and regulations now in effect or enacted hereafter related to the use or occupancy of all or any part of the Land and Improvements at all times during the term of this Lease, at its own expense, in connection with any use Lessee may make of the Land or the Project.

(b) Lessee shall obtain all necessary licenses, permits and inspections necessary to operate the Project at its own expense.

4.07 Lessee's Representations and Warranties. Lessee hereby warrants and represents to Lessor as follows:

(a) Existence. Lessee is a Florida limited partnership.

(b) Authority and Approval. Lessee (i) has the power and authority to own the Improvements, to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Ground Lease and (ii) has obtained all authorizations and approvals which are necessary for it to execute, deliver and perform its obligations under this Ground Lease.

(c) Binding Obligation. This Ground Lease has been duly and validly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms.

(d) Litigation. There is no pending or, to the best of Lessee's knowledge threatened, investigation, action or proceeding by or before any court, any governmental entity or arbitrator that (i) questions the validity of this Ground Lease or any action or act taken or to be taken by Lessee pursuant to this Ground Lease, or (ii) is likely to result in a material adverse change in Lessee, or its property, assets, liabilities or condition, financial or otherwise, which will materially impair its ability to perform its obligations hereunder.

(e) Full Disclosure. To Lessee's actual knowledge, no representation, statement or warranty by Lessee contained in this Ground Lease or in any Exhibit attached hereto contains any untrue statement or omits a material fact necessary to make such statement of fact therein misleading.

4.08 Compliance Monitoring of the Project. Compliance monitoring of the Project, as set forth in Sections 4.08(a) – (d) below, shall be a continuing responsibility of Lessee, whether or not such obligations are directly performed by Lessee or by a professional compliance monitor, as may be acceptable to Lessor. In the event that the compliance monitoring agent, including Lessee or its affiliates, if serving this role, shall ever resign, be removed, or otherwise, in the reasonable opinion of Lessor, fail to adequately perform the duties of the compliance monitor, Lessee shall, at the direction of Lessor, hire a successor compliance monitor. Should Lessee fail to hire a successor compliance monitor within thirty (30) days after receiving written direction to do so from Lessor, then Lessor may, for the benefit of Lessee, hire such a firm at the expense of Lessee. The compliance monitoring duties of Lessee or other compliance monitor, as the case may be, shall continue until all such restrictions and requirements expire. Lessee shall be responsible for all costs and expenses of the Project's compliance monitoring. The initial compliance monitor shall be the Lessor, or other entity or agency designated by the Lessor, who shall:

Attachment 2

(a) Monitor Lessee's compliance with restrictions regarding the use or occupancy of the Project, ensuring satisfaction of requirements on a continuing basis in accordance with the Ground Lease, and Land Use Restriction Agreement ("**LURA**"), a copy of which is attached hereto as **Exhibit "F"**.

(b) Conduct an initial briefing with Lessee's designated property manager and upon any change in property manager, regarding procedures for completing income certification forms and compliance certificates.

(c) Provide an annual summary report to Lessor detailing leases of units to income-eligible renters.

(d) Conduct annual on-site audits of the Project leases and occupancy records to augment the forms and, as the case may be, when reasonably requested by Lessor or, as the case may be, Lessee or Lessor becomes aware that potential deficiencies or violations may exist with respect to unit leases, occupancy or use of the Project.

4.09 Property Management. For the duration of this Ground Lease, overall management of the Land and Improvements comprising the Project shall be the continuing responsibility of Lessee, whether or not such obligations are directly performed by Lessee or a professional property manager, as may be reasonably acceptable to Lessor. The initial property manager shall be _____, as hereby acknowledged and accepted by Lessor. In the event that _____ shall ever resign, be removed, or otherwise, in the reasonable opinion of Lessor, fail to adequately perform the duties of the property manager, Lessee shall, at the written direction of Lessor, hire a successor property manager. Should Lessee fail to hire a successor property manager within thirty (30) days after receiving written direction to do so from Lessor, then Lessor may, for the benefit of Lessee, hire such a firm at the expense of Lessee. Notwithstanding the foregoing, termination and replacement of _____, as the property manager is subject to the written consent of the Permitted Mortgagees and the Lessee's Investor Limited Partner.

ARTICLE 5. GROUND LEASE FEE

5.01 Ground Lease Fee. Lessee shall pay to Lessor a base annual Lease Fee ("**Lease Fee**", "**Rent**" or "**Base Rent**") in accordance with the Land Lease Rent Calculation set forth and described on **Exhibit "G"**. The acceptance by Lessor of monies from Lessee as Rent or other sums due shall not be an admission of the accuracy or the sufficiency of the amount of such rent or other sums due nor shall it be deemed a waiver by Lessor of any right or claim to additional or further rent or other sums due.

5.02 Payment of Ground Lease Fee. The Lease Fee shall be payable to Lessor annually, without demand, abatement, deduction or offset for any reason unless specifically provided herein, beginning on the date on which a certificate of occupancy for ___ units in the Project has been issued and continuing on the same date of every year for as long as this Lease remains in effect (subject to the adjustments as provided for in Section 5.05 below). Lease Fees shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing.

Attachment 2

In the event the Improvements are sold and the Lease is terminated, pursuant to the provisions of Section 10.05, or is assigned to another party, Lessor shall be paid from the proceeds of the sale of the Improvements or assignment that portion of the Lease Fee that remains delinquent at the time of the sale or assignment, prorated on the basis of the then current 12-month period of the Term or the Initial Term.

5.03 Calculation of Ground Lease Fee. The Lease Fee specified in Section 5.01 above has been established as the fair rental value of the Land, current as of the Commencement Date, recognizing that use of the Land is restricted by some of the provisions of the Lease.

5.04 Reduction, Delay or Waiver of Ground Lease Fee. At the sole discretion of Lessor, the Lease Fee may be reduced, delayed or waived entirely at any time and from time to time. Any such reduction, delay or waiver must be in writing and signed by Lessor before being effective.

5.05 Adjustment of Ground Lease Fee. The Lease Fee stated in Section 5.01 above, as adjusted in the way provided below, shall be applicable during the term of this Lease. However, in the event that, for any reason, the provisions of Article 10 or Article 11 regarding transfers of the Improvements or Section 4.03 regarding occupancy are suspended or invalidated for any period of time, then during that time, the Lease Fee may be increased to an amount equal to the then current fair market rental value of the Land for use not restricted by the provisions of the suspended portions of the Lease. In such event, Lessor shall notify Lessee of the amount calculated in this way, and the Lease Fee shall then be this amount.

In order to keep the Lease Fee reasonably current, the amount specified in Section 5.01 (and the maximum amount specified in the preceding paragraph) shall be recalculated commencing on the first day of the 8th anniversary of this Lease, and on the first day of each 5th lease year thereafter during the term of the Lease. At such intervals, the annual base Lease Fee shall be recalculated through the following process. The base Lease Fee shall be adjusted by multiplying the then-current base Lease Fee by a factor based on the percent change in the level of the unadjusted Consumer Price Index CPI-U (All Urban Consumers - U.S. City Average - All Items), index base period 1982-84=100, as issued by the U.S. Bureau of Labor Statistics of the U.S. Department of Labor (hereafter the "CPI"). The percentage of base Lease Fee increase will be calculated by first determining the CPI point change between the first year of the recalculation period and the final year, and then the percent change. The base Lease Fee will then be increased by the resulting inflationary factor and shall remain unchanged until such time as the base Lease Fee is again recalculated as provided herein. However, at no time shall the base Lease Fee be decreased from the then-current rate by the foregoing computation. The percentage of any base rent increase is subject to a maximum of One Percent (1%) annual increase, which annual increases are reflected in each 5-year adjustment period pursuant to this provision. If publication of the CPI is discontinued, the most nearly comparable successor index shall be used. The schedule of maximum annual Lease Fee payments due and payable during the Initial Term of this Lease is set forth and described as Land Lease Rent on **Exhibit "G"**.

Lessor shall notify Lessee promptly upon recalculation of the new Lease Fee amount, and if Lessee does not state objections to the recalculated amount within thirty (30) days after receipt of this notice, the Lease Fee shall then be as stated by Lessor in the notice. If Lessee does state objections to the recalculated Lease Fee, and Lessor and Lessee are then unable to agree on a recalculated Lease Fee within fifteen (15) days of Lessor's receipt of Lessee's objection, the dispute shall be resolved according to the arbitration process set forth in Article 13 below, except that the arbitrators chosen by each party shall be ones with experience in the valuation of real estate. Upon the final determination of the recalculated Lease Fee in accordance with the terms of this Section, Lessor shall maintain in its file a notarized certification of the amount of such recalculated Lease Fee and the process by which it was determined.

5.06 Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of the Lease Fee and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Land. Accordingly, if any installment of the Lease Fee or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within fifteen (15) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a monthly late charge of **\$250**.

5.07 Interest on Past Due Obligations. Except as expressly herein provided, any amount due to Lessor not paid when due shall bear interest at the default rate of eight percent (8%) per annum ("Default Rate"), from the date due. Payment of such interest shall not excuse or cure any default by Lessee under this Lease; provided, however, that interest shall not be payable on late charges incurred by Lessee. Notwithstanding any other term or provision hereof, in no event shall the total of all amounts paid hereunder by Lessee and deemed to be interest exceed the amount permitted by applicable usury laws, and in the event of payment by Lessee of interest in excess of such permitted amount, the excess shall be applied towards damages incurred by Lessor or returned to Lessee, at Lessor's option.

ARTICLE 6. TAXES AND ASSESSMENTS

6.01 Lessee's Obligation. Lessee shall promptly pay when due to the appropriate governmental agencies all taxes, assessments, impositions, or all other claims, fines, or charges (herein collectively called "taxes") that relate to the Improvements and the Land (including the leasehold estate conveyed by this Ground Lease), and which may constitute or may be reduced to a lien upon the Land, including, but not limited to, water charges and sewer charges, and ad-valorem taxes, before the same shall become delinquent. Lessee shall be responsible for the payment of any personal property or ad valorem real property taxes that are levied upon the Land, Improvements or other personal property thereon owned by Lessee, or upon the leasehold estate conveyed by this Lease.

6.02 Taxes or Assessments on Land and Improvements. In the event that the local taxing authority bills Lessor for taxes or assessments on the Land or Improvements, Lessor shall pass the bill for this expense to Lessee and Lessee shall promptly pay this bill directly to the local taxing authority. If the State or any other political

subdivision of the State assesses or levies a tax or assessment against Lessor on the Lease Fees or Rents, including increases pursuant to the adjustment of Lease Fees in Section 5.05, Lessee shall pay and discharge such taxes levied against Lessor. Lessee may, at its own expense, make application to such taxing authority for any reductions or exemptions for which it may be eligible.

6.03 Lessee's Right to Contest. Lessee shall have the right in its own name, or in Lessor's name where appropriate and with the written consent of Lessor, but at its own cost and expense, to contest the amount or validity of any taxes or assessments relating to the Improvements and the Land. Lessor shall, upon written request by Lessee, and at no expense to Lessor, join in any such proceedings if Lessee reasonably determines that it is necessary or convenient for Lessor to do so. All other costs and expenses of such proceedings shall be paid by Lessee. If Lessee shall contest such tax assessment, or other imposition, the time within which Lessee shall be required to pay the same shall be extended until such contest or application shall have been finally determined, unless otherwise required to be paid by law, except that Lessee shall be responsible for any penalty imposed by the taxing authority resulting from the late payment of taxes or assessments due to contest.

6.04 Payments in Event of Delinquency. In the event that Lessee fails to pay the taxes or other charges specified in Section 6.01 above, and other provisions of this Lease, Lessor may, at Lessor's sole option, increase Lessee's Lease Fee in an amount that will offset the cost of any delinquent and current taxes or other charges relating to the Improvements and Land. Upon collecting any such amount, Lessor shall pay the amount collected to the taxing authority in a timely manner.

6.05 Proof of Compliance. Concurrently with the payment of any taxes, assessments, and charges required or permitted by the provisions of this Lease, each party shall furnish evidence satisfactory to the other documenting the payment. A photocopy of a receipt for such charges showing payment prior to the due date shall be the usual method of furnishing such evidence.

ARTICLE 7. IMPROVEMENTS

7.01 Ownership. Subject to the terms of this Lease, it is agreed that all buildings, structures, fixtures, and other Improvements purchased, constructed, or placed by Lessee on any part of the Land at any time during the Initial Term and Extended Term of this Lease shall be the property of Lessee and Lessee alone shall be entitled to all of the tax attributes of ownership thereof, including the right to depreciation and cost recovery deductions, and to amortize capital costs of the improvements. Title to such Improvements shall be and remain vested in Lessee during the term of this Lease. In addition, Lessee shall not sever, demolish or move the Improvements from the Land without the prior written consent of Lessor.

7.02 [RESERVED]

7.03 Construction and Alteration. Any construction in connection with an existing or new Improvement is subject to the following conditions: (a) all costs shall be borne and paid for by Lessee; (b) all construction shall be performed in a good workman-like manner and shall comply with all applicable laws and regulations; (c) all

construction shall be consistent with the permitted uses set forth in this Lease; (d) the exterior (including height) of such Improvements shall not be increased or expanded and new Improvements, other than those encompassed in plans and specifications which have been approved as of the date hereof or are to be approved, shall not be constructed without the prior written consent of Lessor, who shall not unreasonably withhold such consent; and (e) Lessee shall furnish to Lessor a copy of any plans and all building permits for such construction prior to commencing construction.

7.04 Prohibition of Liens. As provided in §713.10, Florida Statutes, the interest of Lessor in the Land shall not be subject to liens for improvements made by Lessee, and Lessee shall notify any contractor making such improvements of this provision. An appropriate notice of this provision may be recorded by Lessor in the official records of Pinellas County, Florida in accordance with said statute, without Lessee's joinder or consent. Any notice of commencement recorded by Lessee must specify that Lessee only holds a leasehold interest in the Land.

No lien of any type shall attach to Lessor's title to the Land or to Lessor's interest in the Land or to any other property owned by Lessor. Lessee shall not permit any statutory or similar lien to be filed against the Land, or any interest of Lessor or Lessee which remains more than sixty (60) days after it has been filed. Lessee shall cause any such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise permitted by law. If Lessee fails to cause such lien to be discharged within the sixty-day period, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge the lien by paying the amount in question. Lessee may, at Lessee's expense, contest the validity of any such asserted lien, provided Lessee has furnished a bond in an amount sufficient to release the Land and/or Improvements from such lien. Any amounts paid by Lessor to discharge such liens shall be deemed to be an additional Lease Fee payable by Lessee upon demand.

7.05 Maintenance and Services. Lessee shall, at Lessee's sole expense, maintain the Land and all Improvements as required by the Lease. Lessor shall not be required to furnish any services or facilities, including, but not limited to, heat, electricity, air conditioning, water, sewer, surface water management systems, roadway or other infrastructure improvements, or to make any repairs to the Land or Improvements, and Lessee hereby assumes the sole responsibility for furnishing all services or facilities. Lessee shall pay all utilities used, provided or supplied upon or in connection with the development, construction, operation of the Project and the Improvements, including, but not limited to, all charges for gas, electricity, telephone and other communication services, water and sewer services charges, and all sanitation fees or charges levied or charged against the Land or Improvements during the term of this Ground Lease.

ARTICLE 8. FINANCING

8.01 Construction and Permanent Financing. Lessee may mortgage the Improvements and its leasehold interest in the Land under this Lease only with the written consent of Lessor not to be unreasonably withheld or delayed. Not less than thirty (30) days prior to the date on which Lessee (or a prospective Lessee who has contracted to purchase the Improvements) requests Lessor's consent to a mortgage to be effective, Lessee (or prospective Lessee) shall furnish to Lessor copies of every document to be executed in connection with the transaction represented by such mortgage. Subject to its

reasonable approval not to be unreasonably withheld or delayed, Lessor may choose to consent to any mortgage and land use restriction agreement, and in doing so shall designate such mortgage and land use restriction agreements as a **"Permitted Mortgage."** However, Lessor shall be required to consent to a mortgage and land use restriction agreement only if (a) at the time such copies of documents are submitted and at the time proposed by Lessee (or prospective Lessee) for the execution of such documents, no default is then outstanding; and (b) the mortgage and land use restriction agreement, if any, so submitted is a Permitted Mortgage as defined in **Exhibit "E" PERMITTED MORTGAGES**, attached hereto and made a part of this Lease by reference. Notwithstanding anything to the contrary contained in this Section 8.01, Lessor hereby consents to the execution and recordation by Lessee of individual leasehold mortgages in favor of (a) _____ (the **"Construction Lender"** and upon conversion of the Construction Loan, the **"Permanent Lender"**), (b) _____, and (c) any mortgage lender that refinances the loans advanced by Construction Lender, Permanent Lender or the City to Lessee (the **"Refinancing Lender"** and together with the Construction Lender, the Permanent Lender, and the City, the **"Permitted Mortgagees"**), as such mortgages may be amended and assigned, and acknowledges that the leasehold mortgages held by each of the Construction Lender, the Permanent Lender and the City, as such mortgages may be amended and assigned, shall be considered to be a Permitted Mortgage. Lessor shall execute a subordination agreement in the form required by each Permitted Mortgagee. Except in connection with the documentation to be executed in connection with the leasehold mortgages in favor of the Construction Lender, the Permanent Lender and the City, at Lessor's option, Lessee shall pay to Lessor, as an additional Lease Fee, all fees, costs and expenses including, without limitation, reasonable attorneys' fees incurred by Lessor in connection with any mortgage documentation reviewed for a Permitted Mortgage. Lessor shall record or cause to be recorded any mortgage on its fee interest in the Land without the prior written consent of Lessee, Investor Limited Partner and any Permitted Mortgagee.

8.02 Rights of Permitted Mortgagee. Any Permitted Mortgagee shall have the rights identified and defined in **Exhibit "E" PERMITTED MORTGAGES**, attached hereto and made a part of this Lease by reference.

8.03 Removal of Certain Provisions Pursuant to Foreclosure. In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure in accordance with the provisions of the Lease, at the election of the Permitted Mortgagee, the provisions of Article 10 shall be deleted and thereupon shall be of no further force or effect as to only so much of the security foreclosed upon or transferred.

8.04 Lessor's Right to Proceeds in Excess of Purchase Option Price. The parties recognize that it would be contrary to the fundamental concept of this Lease and an incentive to abuse Lessee's authorization to encumber its leasehold interest with a Permitted Mortgage if Lessee could realize more than the obligations under any Permitted Mortgage or other liens against the Improvements as a result of any foreclosure of any mortgage. Accordingly, Lessee hereby irrevocably assigns to Lessor any and all net proceeds of sale of the Improvements remaining after payment of costs of foreclosure and satisfaction of the lien of any Permitted Mortgagee that would otherwise have been paid to Lessee, and authorizes and instructs the Permitted Mortgagee or any party conducting any sale to pay the amount of said excess proceeds directly to Lessor. In the event that, for

any reason, such excess proceeds are paid to Lessee, Lessee hereby agrees to promptly pay the amount of such excess proceeds to Lessor.

8.05 Amendments Subject to Approval by Permitted Mortgagee. Any amendments to this Lease shall be subject to the written approval of the Permitted Mortgagee and the Investor Limited Partner, which approval shall not be unreasonably withheld or delayed. The passage of sixty (60) days after submittal to Permitted Mortgagee of a proposed amendment without approval or disapproval by Permitted Mortgagee shall be deemed approval thereof. At any time when the leasehold estate is encumbered by a Permitted Mortgage, Lessee is not permitted to voluntarily surrender or terminate the Lease and Landlord agrees not to accept a voluntary surrender or termination of the Lease.

ARTICLE 9. LIABILITY, INSURANCE, DAMAGE AND DESTRUCTION, EMINENT DOMAIN

9.01 Lessee's Liability. Lessee assumes sole responsibility and liability to all persons and authorities related to the possession, occupancy, and use of the Land and Improvements.

9.02 Indemnification of Lessor. Lessee shall defend, indemnify and hold Lessor harmless from and against any and all liability and claims of liability for injury, expense, damages and claims to person or property from any cause on or about the Land and Improvements. Such indemnity includes, but is not limited to, all damages, claims, losses, liabilities, costs, remediation costs and expenses, including but not limited to, reasonable legal, accounting, consulting, engineering and other expenses, which may be asserted against, imposed upon, or incurred by Lessor, its successors and assigns, by any person or entity, caused by Lessee's construction, development, use, possession, and operation of the Improvements, including liability arising out of or in connection with any and all federal, state and local environmental law, as more fully set forth in **Exhibit "D"** attached hereto. Lessee waives all claims against Lessor for such injury or damage. However, Lessor shall remain liable (and Lessee shall not indemnify and defend Lessor against such liability or waive such claims of liability) for injury or damage due to the grossly negligent or intentional acts or omissions of Lessor or Lessor's agents or employees. Notwithstanding the foregoing, any indemnity contained herein, to the extent applicable, shall be subject to, and limited by Section 768.28 of the Florida Statutes.

9.03 Payment by Lessor. In the event the Lessor shall be required to pay any sum that is Lessee's responsibility or liability, Lessee shall reimburse Lessor for such payment and for reasonable expenses caused thereby immediately upon demand.

9.04 Insurance. Lessee shall, at Lessee's sole expense, keep all Improvements continuously insured against damage or loss by fire, wind or other hazards, and the extended coverage hazards for the full replacement value of such Improvements. If the Land is located in a federally designated flood plain or wind zone, then the Land and Improvements shall be insured for the maximum amount reasonably necessary to insure against such damage or loss, up to the maximum amount available by federal guidelines for such coverage.

Lessee shall, at Lessee's sole expense, maintain continuously in effect comprehensive general liability insurance covering the Land and Improvements for property

damage and for the injury to or death of any person or of any number of persons in at least One Million and 00/100 Dollars (\$1,000,000.00) for any one occurrence, and an umbrella policy of at least Three Million and 00/100 Dollars (\$3,000,000.00). Such insurance shall specifically insure Lessee against all liability assumed under this Lease, as well as all liability imposed by law, and shall also insure Lessor as an additional insured so as to create the same liability on the part of insurer as though separate policies had been written for Lessor and Lessee.

The dollar values of insurance coverage shall be adjusted at two-year intervals during the term of this Lease, or upon Lessor's demand given not more than annually, upon thirty (30) days notice to Lessee. This adjustment shall be equal to the percentage of change (positive or negative) of the CPI over the period in question, or by such other index as reasonably measures adjustments in coverage amounts for the applicable type of insurance.

Such insurance shall specifically insure Lessee against all liability assumed under this Lease, as well as all liability imposed by law, and shall also name Lessor as an additional insured so as to create the same liability on the part of insurer as though separate policies had been written for Lessor and Lessee. Lessee shall provide Lessor with copies of all policies and renewal of policies. All policies shall also contain endorsements providing that the insurance carrier shall endeavor to provide to Lessor not less than ten (10) days' written notice prior to any cancellation, reduction on amount or coverage or other modification under a policy. Lessor shall be entitled to participate in the settlement or adjustment of any losses covered by such policies of insurance. Insurance required hereunder shall be with good and solvent insurance companies reasonably satisfactory to Lessor.

Notwithstanding the foregoing, if Tenant's leasehold estate is encumbered by a Permitted Mortgage, then the application of any insurance proceeds shall be governed by the applicable requirements of Permitted Mortgagee.

9.05 Damage or Destruction. In the event of any loss, Lessee shall give prompt written notice to the insurance carrier and Lessor. Subject to any rights and or requirements of any Permitted Mortgagee, and except as further provided below, in the event of fire or other damage to the Improvements, Lessee shall take all steps necessary to assure the repair of such damage and the restoration of the Improvements to their condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. Lessee shall also promptly take all steps necessary to assure that the Land and Improvements are safe and that such damages do not constitute a danger to persons or property.

If Lessee, using reasonable judgment and relying on professional estimates, determines that the available insurance proceeds will pay for less than Eighty Percent (80%) of the cost of repair and restoration (provided Lessee has fulfilled all of the hazard insurance requirements set forth in Section 9.04 above), then Lessee may terminate this Lease by written notice to Lessor given not later than sixty (60) days after the event that caused the damage. However, such termination shall not be effective until forty-five (45) days after the date upon which the notice is received by Lessor. During this 45-day period, Lessor may seek an adjustment from the insurer so as to increase the available insurance proceeds to an amount covering at least Eighty Percent (80%) of the cost of repair and restoration. If successful in securing such adjustment, Lessor may render Lessee's

termination notice null and void by written notice to Lessee within such 45-day period. If Lessor fails to nullify the termination notice in this way, then this Lease shall terminate at the expiration of the 45-day period, and any insurance proceeds payable to Lessee on account of such damage shall be paid as provided below. The insurance proceeds shall be paid to the Permitted Mortgagee, as required by the Permitted Mortgage; the balance of such proceeds, if any, shall be paid to Lessor, subject to Lessee's right to recover and retain "Lessee's Award" defined below.

9.06 Eminent Domain and Public Dedication. In the event of a taking of the Land or Improvements, either in its entirety or to such extent that the Improvements are lost or damaged beyond repair, or the remaining portion of the Land and the Improvements is otherwise rendered unusable for Lessee's use and occupancy, by reason of eminent domain or other action of public authority prior to the expiration of this Lease, the Lease shall terminate as of the date Lessee is required to give up possession of the Improvements, and the entire amount of any award(s) paid shall be allocated in the way described for insurance proceeds in Section 9.05 above.

In the event of a taking of a portion of the Land or Improvements that does not result in damage to the Improvements or substantial reduction in the usefulness or desirability of the Improvements for residential rental purposes, then, except for Lessee's Award, any monetary compensation for such taking shall be allocated entirely to Lessor.

In the event of a taking of a portion of the Land or Improvements that results in damage to the Improvements, subject to the requirements of any Permitted Mortgagee, all compensation and damages payable for or on account of any Improvements on the Land and received by Lessee, except for Lessee's Award, shall be used by Lessee to the extent necessary for restoring or replacing such Improvements on the remaining Land. Any balance of compensation and damages payable for or on account of any Improvements remaining shall be allocated as provided above for a taking of the entire Land.

Any and all proceedings brought by a party in connection with any damages as a result of any taking referred to in this Section shall be conducted at the sole expense of such party. If any provision of law requires that such proceedings be brought by or in the name of any owner or lessee of the Land, such party shall join in such proceedings or permit the same to be brought in its name. Each party agrees to do all acts and to execute all documents that may be required to enable the other to maintain such proceedings. If the party required to join in the proceedings incurs any cost or expense in doing so, such party shall be entitled to reasonable reimbursement and this entitlement shall constitute a first charge against any award.

Lessee reserves unto itself the right to claim and prosecute its claim in all appropriate courts and agencies for an award of damages for such taking based upon its leasehold interest, loss of business goodwill, depreciation, removal and relocation, and its ownership of buildings, alterations, trade fixtures and improvements (collectively, "**Lessee's Award**").

Notwithstanding the foregoing, if Tenant's leasehold estate is encumbered by a Permitted Mortgage, then the application of Lessee's Award or any condemnation award shall be governed by the applicable requirements of Permitted Mortgagee.

9.07 Reassessment of Rental Value. In the event of any taking that reduces the size of the Land and Improvements but does not result in the termination of the Lease, Lessor shall reassess the fair rental value of the remaining Land and shall adjust the Lease Fee if necessary to assure that the annual fee does not exceed the annual fair rental value of the Land for use as restricted by the Lease in the reasonable judgment of Lessor.

ARTICLE 10. TRANSFER, SALE, OR DISPOSITION OF IMPROVEMENTS

10.01 Intent. It is the understanding of the parties hereto that the terms of this Lease are intended to preserve in perpetuity the availability of decent and affordable rental housing for low- and moderate-income households.

10.02 Transfer Restrictions. Lessee's interest in this Ground Lease and the Improvements may be transferred to a Permitted Mortgagee or such assignee in lieu of foreclosure or as explicitly required by the terms of a Permitted Mortgage. Except for the leases or sublease entered into in accordance with Article 4, all transfers of Lessee's interest in the Land or the Improvements must conform to this Ground Lease, and, to the extent provided in this Lease, shall be subject to Lessor's review and prior written consent and right of first refusal; provided, however, that Lessor's right of first refusal shall not apply in the event of a transfer of Lessee's interest in the Land or the Improvements to an affiliate of Lessee. In the event Lessee desires to transfer its interest in the Land, this Lease and/or the Improvements, to an entity other than an affiliate of Lessee, it shall request consent from Lessor, which consent shall not be unreasonably withheld or delayed. Any purported or actual transfer done without following the procedures set forth herein shall be null and void.

10.03 Lessee's Notice of Intent to Sell. In the event that Lessee receives an offer to purchase the Improvements and/or Lessee's interest in the Lease and Lessee wishes to assign its interest in this Ground Lease and/or sell the Improvements (other than to an affiliate of Lessee), Lessee shall notify Lessor, in writing, of such wish (the "**Intent to Sell Notice**"). The Intent to Sell Notice shall include all of the information and be subject to Lessor's "Right of First Refusal", as described in **Exhibit "C"**.

10.04 Appraisal. Upon receipt of Lessee's Intent to Sell Notice, Lessor may commission (at Lessor's sole cost and expense) a market valuation of the Land and Improvements (the "**Appraisal**"). Such Appraisal shall be performed by a mutually acceptable and duly licensed appraiser. Lessee and Lessor shall share equally in the expense of the Appraisal. The Appraisal shall be conducted by analysis of comparable properties as though title to the Land and Improvements was held in fee simple absolute, after taking into consideration the restrictions on the Land and Improvements stipulated in this Ground Lease and the LURA. The Appraisal shall state the value ("**Appraised Value**") contributed by the Land and by the Improvements as separate amounts. Copies of the Appraisal shall be provided to both Lessor and Lessee.

10.05 Lessor's Right of First Refusal. Upon receipt of the Intent to Sell Notice from Lessee, Lessor shall have the Right of First Refusal to purchase the Improvements (the "**Right of First Refusal Purchase Option**") at the purchase price for the Improvements ("**Purchase Price**") on the same terms as the prospective buyer identified in the Intent to Sell Notice, which incorporates the disclosure and information described in

Exhibit “C” – FIRST REFUSAL. The Right of First Refusal Purchase Option is designed to further the purpose of preserving the affordability of the Improvements while taking fair account of the investment by Lessee. If Lessee sells the Improvements, this Lease and the LURA shall automatically terminate, in connection with which Lessor shall execute and record Terminations of the Memorandum of Ground Lease and the LURA in the Public Records of Pinellas County, Florida.

10.06 Transfer Fee. In the event that Lessee sells the Improvements directly to a party other than Lessor, the price to be paid by that party shall include in addition to the Purchase Price, at the discretion of the Lessor, a transfer fee to compensate Lessor for carrying out its responsibilities with regard to the transaction. The amount of the transfer fee shall be no more than the reasonable fees and expenses of Lessor, including staff, attorney and financial advisor fees and shall be payable to Lessor at the closing of the transaction for the sale of the Improvements.

ARTICLE 11. ASSIGNMENT AND SUBLEASE

Subject to the Lessee’s rights under the provisions of Lessor’s Right of First Refusal Purchase Option, Lessee shall not assign, sublease, sell or otherwise convey the Improvements or any of Lessee’s rights under this Lease, other than to an affiliate of Lessee, without the prior written consent of Lessor, not to be unreasonably withheld or delayed. If permission is granted, any sale, assignment, or sublease shall be subject to all of the terms of this Ground Lease and the LURA. Notwithstanding the foregoing, Lessee may enter into any number of leases or subleases for all or any residential units, or other portions of the Improvements or Land consistent with the intent of this Lease and in accordance with the LURA.

ARTICLE 12. DEFAULT

The occurrence of any one or more of the following events shall constitute a material default and breach by Lessee of this Ground Lease and the LURA as recorded in the official records of Pinellas County, Florida, the terms and conditions of which are incorporated by reference. Notwithstanding the foregoing, a default under a Permitted Mortgage is not a default under this Lease.

12.01 Monetary Default by Lessee. It shall be an event of default if Lessee fails to make any payment of Lease Fees or any other payment required to be made by Lessee under the terms of this Ground Lease, or any mortgage encumbering the Improvements or Lessee’s interest in this Ground Lease (unless there is an abeyance or suspension of payments under a Permitted Mortgage in which case such payments, except Taxes and Insurance, shall be held in abeyance or suspended for the same period of time as the Permitted Mortgage), and such failure is not cured by or on behalf of Lessee, within sixty (60) days after written notice of such failure is given by Lessor to Lessee, each current Permitted Mortgagee, the Investor Limited Partner and the Guarantor. In the event that Lessor serves Lessee with a notice to pay Lease Fees or vacate pursuant to applicable unlawful detainer or other statutes, such notice shall also be given to each current Permitted Mortgagee, the Investor Limited Partner and the Guarantor. For the purposes of this Lease, the term “Investor Limited Partner” shall mean _____, and its successors and assigns, _____ and the term “Guarantor” shall mean _____, and its successors and assigns.

12.02 Non-Monetary Default by Lessee. It shall be an event of default if (a) Lessee fails to abide by any other material term or condition of this Ground Lease or the LURA, and such failure is not cured by Lessee, a current Permitted Mortgagee, the Investor Limited Partner or the Guarantor within sixty (60) days after notice of such failure is given by Lessor to Lessee, each current Permitted Mortgagee, the Investor Limited Partner and the Guarantor; (b) Lessee fails to receive certificate of occupancy within thirty six (36) months from the Commencement Date subject to the noticed and cured period provided in Section 3.04; (c) the Project is abandoned by Lessee for a period of more than 10 consecutive days except in the event of force majeure; (d) Lessor discovers that any financial statement, representation, warranty, or other information given to Lessor by Lessee, in connection with this Ground Lease, was materially false or misleading when made or furnished and such false statement has a material and adverse effect on Lessee or Lessor; (e) an encumbrance that is otherwise not a "Permitted Mortgage" or otherwise consented to by Lessor attaches to the Land and/or Improvements; or (f) Lessee is in default or an event of default is declared pursuant to any mortgage (except for a Permitted Mortgage), security agreement, or evidence of indebtedness that relates to the Project, Land or Improvements, which is not cured by or on behalf of Lessee within sixty (60) days after receipt of written notice by Lessee, each current Permitted Mortgagee, the Investor Limited Partner and the Guarantor and an opportunity to cure from Lessor. However, in the case where Lessee, a current Permitted Mortgagee, the Investor Limited Partner or the Guarantor has commenced to cure such default within such sixty (60) day period and is continuing such cure with all due diligence, but cannot by the exercise of due diligence cure such default within such period, such period shall be extended for such additional period as may be reasonably required under the circumstances to complete such cure.

12.03 Default by Lessee Resulting from Judicial Process. It shall be an event of default if the estate hereby created is taken on execution or by other process of law, including but not limited to (a) the making by Lessee of any general arrangement or assignment for the benefit of creditors; (b) Lessee becomes a "debtor" as defined under the Federal Bankruptcy Code or any successor statute thereto or any other statute affording debtor relief, whether state or federal, (unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days), or admits in writing to a court of competent jurisdiction its present or prospective insolvency or inability to pay its debts as they mature, or is unable to or does not pay a material portion (in numbers or dollar amount) of its debts as they mature; (c) the appointment of a trustee or receiver to take possession of all or a substantial portion of the Improvements or of Lessee's interest in this Ground Lease; (d) the attachment, execution or other judicial seizure of all or a substantial portion of the Improvements or of Lessee's interest in this Ground Lease; or (e) the entry of a judgment against Lessee which affects Lessee's ability to conduct its business in the ordinary course; provided, however, to the extent that any provision of this Subsection is contrary to any applicable law, such provision shall be of no force or effect to such extent only.

12.04 Termination. In the case of any of the defaults described above which remain uncured after sixty (60) days prior written notice by Lessor to Lessee, each Permitted Mortgagee, the Investor Limited Partner and the Guarantor, subject to such additional time to cure as provided in Section 12.02, Lessor may terminate this Ground Lease and initiate summary proceedings against Lessee. Pursuant to such proceedings, Lessor may enter any part of the Land and Improvements which are not

otherwise occupied by the persons or families who are renting residential units in the Project, repossess the entire Land, and take possession of unoccupied Improvements, and expel Lessee without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Notwithstanding the foregoing, Lessor's non-disturbance covenants set forth in Section 12.08 shall survive any such termination of this Ground Lease.

If this Ground Lease is terminated by Lessor, or if Lessor takes possession of the Land and/or Improvements pursuant to an event of default described in Sections 12.02 through 12.04 above which remains uncured after applicable notice and cure period, Lessee agrees to pay and be liable for any delinquent Lease Fees then due and payable up to the date of termination, damages which may be due or sustained prior to or in connection with such termination or possession, and all reasonable costs, fees and expenses (including, without limitation, reasonable attorneys' fees including paralegal fees) incurred by Lessor in pursuit of its remedies under this Ground Lease. If Lessor elects to terminate the Ground Lease, then each current Permitted Mortgagee shall have the right (subject to Article 8 above) to postpone and extend the specified date for the termination of the Ground Lease for a period sufficient to enable each Permitted Mortgagee or its designee to acquire Lessee's interest in this Ground Lease by foreclosure of its mortgage or otherwise.

12.05 Default by Lessor. Lessor shall in no event be in default in the performance of any of its obligations under the Ground Lease unless and until Lessor has failed to perform such obligations within sixty (60) days after receipt of written notice by Lessee, and opportunity to cure, or such additional time as is reasonably required to correct any default, after notice by Lessee to Lessor properly specifying Lessor's failure to perform any such obligation.

12.06 Remedies. In the event of the continuation of any default or breach hereof by Lessee, after written notice and opportunity to cure to Lessee, each Permitted Mortgagee, the Investor Limited Partner and the Guarantor, subject to such additional time to cure as provided in Section 12.02, Lessor may (but shall not be obligated to) at any time thereafter, with or without further notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

(a) In accordance with Section 12.04, terminate Lessee's right to possession of the Land by any lawful means, in which case this Ground Lease shall terminate and Lessee shall immediately surrender possession of (i) the Land, and (ii) the Improvements which are not otherwise occupied by the persons or families who rent residential units in the Project to Lessor. In such event, Lessor shall be entitled to recover from Lessee all reasonable damages and costs incurred by Lessor by reason of Lessee's default, including accrued rent and the cost of recovering possession of the leased Land and Improvements;

(b) Reenter and take possession of the Land and Improvements, which are not otherwise occupied by the persons or families who rent the Project units. Lessor shall be entitled to bring such actions or proceedings for the recovery of any deficits due to Lessor as it may deem advisable, without being obligated to wait until the end of the Initial Term, and commencement or maintenance of any one or more actions shall not bar Lessor from bringing other or subsequent actions for further accruals, nor shall

anything done by Lessor pursuant to this Section 12 limit or prohibit Lessor's right at any time to pursue other remedies of Lessor hereunder;

(c) Perform any of Lessee's obligations on behalf of Lessee in such manner as Lessor shall deem reasonable, including payment of any amounts necessary to perform such obligation or obtain legal advice, and all expenses incurred by Lessor in connection with the foregoing, as well as any other amounts necessary to compensate Lessor for all detriment caused by Lessee's failure to perform, which in the ordinary course would be likely to result there from, shall be immediately due and payable from Lessee to Lessor, with interest at the Default Rate. Such performance by Lessor shall not cure the default of Lessee and Lessor may proceed to pursue any or all remedies available to Lessor on account of Lessee's default. If necessary, Lessor may enter (i) the Land and (ii) the Improvements which are not otherwise occupied by the persons or families who rent residential units in the Project after ten (10) days prior written notice to Lessee (except in the case of emergency, in which case no notice shall be required), to perform any of Lessee's obligations of which Lessee is in default; and/or

(d) Pursue any other remedy now or hereafter available to Lessor under state or federal laws, local ordinance, or judicial decisions. Unpaid installments of rent and other unpaid monetary obligations of Lessee then due and payable under the terms hereof for the then current 12-month period of the Term or the Initial Term, as applicable, up to the date of the termination, shall be due and payable and shall bear interest from the date due, at the Default Rate.

12.07 No Waiver. No reentry or taking possession of the Land and Improvements by Lessor shall be construed as an election on its part to terminate this Ground Lease, accept a surrender of the Land and Improvements, or release Lessee from any obligations hereunder, unless a written notice of such intention has been given to Lessee by Lessor. Notwithstanding any such reletting or reentry or taking possession, Lessor may at any time thereafter elect to terminate this Ground Lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude the pursuit of any other remedies herein provided or any other remedies provided by law, nor shall the pursuit of any remedy herein provided constitute a forfeiture or waiver of any fees due to Lessor hereunder, or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained.

Lessor's acceptance of Lease Fees or additional fees following any event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default. The loss or damage that Lessor may suffer by reason of termination of this Ground Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession.

Should Lessor at any time terminate this Ground Lease for any default, in addition to any other remedy Lessor may have, Lessor may recover from Lessee the

cost of recovering the leased Land and the Improvements, subject to the provisions of this Lease, and the amount of the delinquent Lease Fees then due and payable up to the date of the termination. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent act by Lessee. The delivery of keys to any employee or agent of Lessor shall not operate as a termination hereof or a surrender of the Land or Improvements.

12.08 Non-Disturbance of Occupants/Eligible Sublessee. The intent of the Lessor and Lessee is to make available to individuals and families decent, safe and affordable residential rental units that would not otherwise be accessible to such individuals and families of low, moderate and middle income. Therefore, Lessor agrees that it will provide to each eligible occupant of the Project units such non-disturbance and attornment agreements as may be reasonably requested by Lessee. Lessor further agrees that all leases entered into between Lessee and persons or families that occupy the Project units, shall qualify for Lessor's non-disturbance and attornment covenants. Lessor will not disturb or otherwise attempt to invalidate, amend or revoke any lease between Lessee and occupants of the Project units notwithstanding any other default by Lessee or remedies that may otherwise be available to Lessor. Lessor shall consent to and file such non-disturbance and attornment agreements in form and substance satisfactory for recording in the Official Public Records of Pinellas County, Florida as Lessee, or Permitted Mortgagee may reasonably require.

ARTICLE 13. ARBITRATION

13.01 Arbitration Process. Should any grievance or dispute arise between Lessor and Lessee concerning the terms of this Lease which cannot be resolved by normal interaction, the following arbitration procedure shall be used, and the arbitration proceedings shall be in accordance with the Florida Arbitration Code.

Lessor or Lessee shall give written notice to the other of its selection of a disinterested arbitrator. Within thirty (30) days of the receipt of this written notice, the other party may give written notice to the first party appointing a disinterested arbitrator of its own choice. These two arbitrators shall select a third arbitrator. If the other party fails to name an arbitrator within fifteen (15) days of receiving the notice from the first party, the arbitrator selected by the first party shall be the sole arbitrator.

The arbitrator or arbitrators shall hold a hearing in Pinellas County, Florida within sixty (60) days after the initial written notice by the initiator of the arbitration process. At the hearing Lessor and Lessee shall have an opportunity to present evidence and question witnesses in the presence of each other. As soon as reasonably possible, and in no event later than fifteen (15) days after the hearing, the arbitration panel shall make a written report to the Lessor and Lessee of its findings and decisions, including a personal statement by each arbitrator of his/her decision and the reasons for it. The arbitrators shall decide the dispute or claim in accordance with the substantive law of the jurisdiction and what is just and equitable under the circumstances. The decisions and awards of the majority of the arbitration panel shall be binding and final. The prevailing party shall be entitled to recover its attorney's fees and costs.

Notwithstanding anything herein to the contrary, this Section 13.01 shall not apply to a Permitted Mortgagee, its successors and/or assigns, if it becomes a successor Lessee under this Lease.

ARTICLE 14. GENERAL PROVISIONS

14.01 Notices. Except for any notice required under applicable law to be given in another manner, any notice provided for in this Lease shall be given by mailing such notice to a party's address as stated herein or at such other address as a party may designate by notice to the other party as provided herein. Any notice provided for in this Lease shall be given by personal delivery or served by a party by mailing the same to the other party by certified mail, return receipt requested, or sent by overnight courier such as FedEx or UPS, or by messenger delivery (provided a receipt is given), addressed to a party at the address set forth below. Every such notice, demand, request or other communication under this Ground Lease shall be deemed to have been given or served for all purposes when delivered personally or when a receipt is obtained, or twenty-four (24) hours after the time that the same shall be deposited in the United States Mail, postage prepaid, or delivered to the overnight courier in the manner set forth above.

IF TO LESSEE:

And to:

IF TO LIMITED PARTNER:

And to:

IF TO GUARANTOR:

IF TO LESSOR:

Pinellas County Land Assembly Trust – The
Shores, dated [REDACTED]
c/o Housing Finance Authority of Pinellas
County, Trustee
Attn: Executive Director
26750 US Highway 19 North
Suite 110
Clearwater, FL 33761

Telephone: 727-223-6418

Copy to:

Johnson Pope Bokor Ruppel & Burns, LLP
Attn: Steven A. Williamson, Esq.
911 Chestnut Street
Clearwater, FL 33756
Telephone: (727) 461-1818

14.02 No Brokerage. Lessee and Lessor warrant to each other that neither has dealt with any broker in connection with the consummation of this Lease, and in the event any claim is made against either party relative to dealings with brokers, the breaching party shall defend and indemnify the claim against non-breaching party on account of loss, cost or damage which may arise by reason of any such claim. Notwithstanding the foregoing, any indemnity contained herein to the extent applicable, shall be subject to and limited by Section 768.28 of the Florida Statutes.

14.03 Severability and Duration. If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of Lessee or Lessor against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that their respective options to purchase and all other rights under this Lease shall continue in effect for the full term of this Lease and any renewal thereof, and such options and other rights shall be considered to be coupled with an interest. In the event any such option or right shall be construed to be subject to any rule of law limiting the duration of such option or right the time period for the exercising of such option or right shall be construed to expire ninety-nine (99) years from the commencement of this Lease.

14.04 Opportunity to Replace General Partner of Lessee. Notwithstanding the provisions of Article 12, Lessor agrees that it will take no action to effect a termination of this Lease by reason of any default without first giving to Lessee's Investor Limited Partner and its successors and/or assigns, if the Investor Limited Partner has provided Lessor with written notice of its intention to, within a reasonable time, not to exceed sixty (60) days (or if the Investor Limited Partner is diligently pursuing the same, not to exceed 120 days), to cure such default, or if the default is of such nature that cannot be cured, to replace any general partner of Lessee and/or to admit an additional general partner.

14.05 Waiver. The waiver by Lessor at any given time of any term or condition of this Lease, or the failure of Lessor to take action with respect to any breach of any such term or condition, shall not be deemed to be a waiver of such term or condition with regard to any subsequent breach of such term or condition, or of any other term or condition of the Lease. Lessor may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by Lessor before being effective. The subsequent acceptance of Lease Fee payments by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term or condition of this Lease, other than the failure of Lessee to pay the particular Lease Fee so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such Lease Fee payment.

14.06 Lessor's Right to Prosecute or Defend. Lessor shall have the right, but shall be under no obligation, to prosecute or defend, in its own or Lessee's name, any

actions or proceedings appropriate to the protection of its title to, and Lessee's interest in the Land. Whenever requested by Lessor, Lessee shall give Lessor all reasonable aid in such action or proceeding.

14.07 Construction. Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

14.08 Captions and Table of Contents. The captions and table of contents appearing in this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

14.09 Parties Bound. This Lease sets forth the entire agreement between Lessor and Lessee with respect to the leasing of the Land and Lessee's ownership of and interest in the Improvements; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by Lessor and Lessee or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

14.10 Governing Law. This Lease shall be interpreted in accordance with and governed by the laws of Florida. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against Lessor or Lessee.

14.11 Recording. Lessor and Lessee shall execute the Memorandum of Lease, substantially in the form attached hereto as Exhibit "B" on or promptly following the Commencement Date. In no event shall such document set forth the rent or other charges payable by Lessee under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

14.12 Declaration of Covenants and Land Use Restrictions. The LURA to be recorded in the Official Records of Pinellas County, Florida is hereby adopted and incorporated herein by reference, a copy of which is attached hereto as Exhibit "F". Lessee and any successor Lessee or owner of any interest in this Lease covenants and agrees to abide by said restrictions whether or not said restrictions are set forth or disclosed in any deed, deed restrictions, assignment, conveyance declaration of covenants and restrictions, declaration of condominium, homeowners association rules and regulations, or other document affecting the Land and Improvements.

14.13 Estoppels. At any time and from time to time upon the written request of Lessor, Lessee, or any Permitted Mortgagee, Lessor or Lessee, as the case may be, shall deliver to the party requesting the same a certificate executed in recordable form stating (a) whether or not this Lease is in full force and effect; (b) whether or not Lessee has exercised any rights to renew the term of this Lease and the date on which this Lease will terminate; (c) whether or not this Lease has been modified or amended in any way and attaching a copy of such modification or amendment; (d) whether or not any defaults exist under this Lease to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any; (e) the status of Lease Fees payments; and (f) any other

facts regarding the operation of the Lease which Lessor, Lessee, or Permitted Mortgagee may reasonably request.

14.14 Radon Gas Disclosure. The following language is required by law in any contract involving the sale or lease of any building within the State of Florida:

"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

14.15 Standstill. Notwithstanding anything to the contrary contained in this Lease, except for Lessor's rights under Section 3.04 hereof, it is expressly understood that, commencing on the Commencement Date and ending upon the expiration of the fifteen (15) year compliance period set forth in Section 42(i)(1) of the Internal Revenue Code covering the Premises (the "**Tax Credit Compliance Period**"), Lessor shall have no right (and hereby waives any right that it may have, under this Lease or in equity) to: (i) terminate, cancel, reject or void this Lease, (ii) evict (or commence or prosecute any proceeding to evict) the Lessee, or any of Lessee's subtenants, (iii) re-enter the Premises, or (iv) accelerate the Rent, in each of the foregoing cases upon the occurrence of an event of default or otherwise. The parties hereto agree that nothing herein shall be deemed to preclude Lessee from pleading this Section 14.15 into evidence as a defense to any action or proceeding by Lessor that is contrary to the terms of the foregoing. For avoidance of doubt, enforcement of any judgement obtained from any such suit or indemnity is also subject to the non-termination provisions set forth in the first sentence of this Section 14.15.

[IF LESSOR IS NOT THE AUTHORITY] 14.16. Automatic Termination of Leasehold Interest. If, by _____, 2021, Housing Finance Authority of Pinellas County, Florida, as Trustee of the Pinellas County Land Assembly Trust – The Shores , dated _____ ("**Trust**"), has not acquired from Lessor fee simple title to the Land, as evidenced by a recorded Deed, and has not recorded in the Public Records of Pinellas County, Florida amendments to the recorded Memorandum of Ground Lease and to the Ground Lessor Joinder intended to be recorded concurrently with the execution of this Lease, pursuant to which the name of the Lessor thereunder is amended to identify the Trust, all in the Public Records of Pinellas County, Florida, then this Lease shall automatically terminate and be of no further force and effect, the possessory interest of Lessee in the Land shall automatically revert to Lessor, and Lessee and Lessor shall record a termination of the Memorandum of Ground Lease and the LURA.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed by their duly authorized representatives.

WITNESSES:

LESSEE:

By: _____

Print Name: _____

By: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF

Notary Signature: _____

(Notary Seal)

Notary Name: _____
(Please print name)

[SIGNATURE OF LESSOR APPEARS ON FOLLOWING PAGE]

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

LESSOR:

PINELLAS COUNTY LAND
ASSEMBLY TRUST – THE
SHORES, DATED _____

HOUSING FINANCE AUTHORITY
OF PINELLAS
COUNTY, FLORIDA, AS TRUSTEE

By: _____

Name: _____

Title: Chairperson

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of _____, by _____, as **Chairperson** of Housing Finance Authority of Pinellas County, Florida, as Trustee of Pinellas County Land Assembly Trust – The Shores, dated _____, who () is personally known to me or () has produced _____ as identification on behalf of the Authority.

Notary Signature: _____

(Notary Seal)

Notary Name: _____
(Please print name)

Exhibit "A"

The land referred to herein below is situated in the County of PINELLAS, State of Florida, and described as follows:

EXHIBIT "B"

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE ("Memorandum") is made and entered into this ____ day of _____, 2022, by and between **Housing Finance Authority of Pinellas County, Florida, as Trustee** (the "Lessor" or "Authority") of the **Pinellas County Land Assembly Trust – _____**, dated _____ ("Trust"), whose principal address is 26750 US Highway 19 North, Suite 110, Clearwater, FL 33761 and _____ ("Lessee"), whose principal address is _____.

WITNESSETH:

1. Lessor and Lessee entered into that certain Ground Lease ("Ground Lease") dated _____, 2022, for the real property described on Exhibit "A" attached hereto and made a part hereof ("Land"), in accordance with the terms, conditions and provisions set out in the Lease.
2. Lessee is the owner of the Improvements (as defined in the Ground Lease) located on the Land, and purchased or constructed the Improvements subject to the terms of an unrecorded Ground Lease.
3. The Ground Lease commences on ____, 2022, and terminates at midnight on _____, 2121. The Ground Lease is subject to a renewal option for one (1) additional period of ninety-nine (99) years. The Ground Lease is subject to termination by Lessor in the event certain financing and development conditions are not timely satisfied.
4. Except for Permitted Mortgagees (as defined in the Lease) and certain refinancing in connection therewith, the Ground Lease prohibits the Lessee from mortgaging the Improvements and Lessee's leasehold interest in the Land without the written consent of the Lessor.
5. The Ground Lease requires that in the event Lessee intends to sell the Project (as defined in the Ground Lease) and its interest in the Ground Lease, Lessee shall notify Lessor of such intent, at which time Lessor shall have the right of first refusal to purchase the Improvements on the terms and conditions contained in the Ground Lease. The Improvements may not be conveyed to a third party without compliance with the terms of the Ground Lease.
6. The Ground Lease stipulates that Lessee's interest in the Land, or the Improvements shall not be assigned or subleased, unless to an affiliate of Lessee, without the prior written consent of the Lessor.
7. The Ground Lease requires that the Land be used only for residential purposes. Any additions or alterations to the Improvements must comply with the terms of the Ground Lease.

8. The Land and use of the Improvements is subject to the Ground Lease, and to a certain Land Use Restriction Agreement recorded on even date herewith in Pinellas County, Florida.
9. No liens for services, labor, or materials shall attach to Lessor's title to the Land.
10. The Ground Lease requires Lessee to make certain periodic payments.
11. The Ground Lease requires that this Memorandum be recorded in the official public records of Pinellas County, Florida.
12. **[F LESSOR IS NOT THE AUTHORITY]** If, by _____, 2022, Housing Finance Authority of Pinellas County, Florida, as Trustee of the Pinellas County Land Assembly Trust – _____, ("**Trust**") dated _____ has not acquired from Lessor fee simple title to the Land and has not recorded in the Public Records of Pinellas County, Florida amendments to this recorded Memorandum of Lease and to the Ground Lessor Joinder intended to be recorded concurrently with the execution of this Memorandum of Lease, pursuant to which the name of the Lessor hereunder and thereunder is amended to identify the Trust, the Lease shall automatically terminate and be of no force and effect, the possessory interest of Lessee in the Land shall revert to Lessor and Lessor and Lessee shall record a termination of this Memorandum of Lease.

This Memorandum is executed pursuant to the provisions contained in the Ground Lease and is not intended to vary the terms and conditions of the Ground Lease, but is intended only to give notice of such Ground Lease and the provisions of it.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum.

WITNESSES:

LESSOR:

PINELLAS COUNTY LAND
ASSEMBLY TRUST – THE
SHORES, DATED _____

By: HOUSING FINANCE
AUTHORITY OF PINELLAS
COUNTY, FLORIDA, AS TRUSTEE

(Please print names under signatures)

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Name: _____

Title: Chairperson

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022, by _____, **as Chairperson** of Housing Finance Authority of Pinellas County, Florida, as Trustee of Pinellas County Land Assembly Trust – The Shores, dated _____, who () is personally known to me or () has produced _____ as identification on behalf of the Authority.

Notary Signature: _____

(Notary Seal)

Notary Name: _____

(Please print name)

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

LESSEE:

By: _____

Name:

Title:

Notary Signature: _____

(Notary Seal)

Notary Name: _____

(Please print name)

EXHIBIT "C"

FIRST REFUSAL

Whenever any party under the Ground Lease shall have a right of first refusal ("Right of First Refusal") as to certain Property, the following procedures shall apply.

For the purpose of Right of First Refusal, "Property" shall mean either the "Improvements" or the "Land" including Lessee's interest in the Ground Lease, as defined in the Ground Lease.

If the owner of the Property, offering it for sale ("Offering Party"), shall within the term of the Ground Lease, receive a bona fide third-party offer to purchase or assign the Property that such Offering Party is willing to accept, then the holder of the Right of First Refusal (the "Holder") shall have the following rights:

- A. Offering Party shall give written notice of such offer ("Notice of Offer") to Holder setting forth (i) the name and address of the prospective purchaser of the Property; (ii) the purchase price and financing terms offered by the prospective purchaser; and (iii) all other terms and conditions for the sale. Holder shall have a period of thirty (30) days after the receipt of the Notice of Offer (the "Election Period") within which to exercise the Right of First Refusal by giving "Notice of Intent to Purchase" the Property for the same price and on the same terms and conditions set forth in the Notice of Offer or as otherwise set forth in the Ground Lease. Such Notice of Intent to Purchase shall be given in writing to the Offering Party within the Election Period.
- B. If Holder exercises the right to purchase the Property, such purchase shall be completed within sixty (60) days after the Notice of Intent to Purchase is given by Holder (if the Notice of Offer shall specify a later date for closing, then such later date applies) by performance of the terms and conditions of the Notice of Offer, including payment of the purchase price provided therein, or as otherwise set forth in the Ground Lease.
- C. Should Holder fail to exercise the Right of First Refusal within the Election Period, then the Offering Party shall have the right (subject to any other applicable restrictions in the Ground Lease) to go forward with the sale which the Offering Party desires to accept, and to sell the Property, and to sell the Property within one (1) year following the expiration of the Election Period, on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice of Offer. If the same is not consummated within such one-year period, the Offering Party's right so to sell shall end, and all the foregoing provisions of this section shall be applied again to any future offer. If a sale is consummated within such one-year period, the purchaser shall purchase subject to a renewed Right of First Refusal in said Property.

EXHIBIT "D"

RESTRICTIONS

The following restrictions are additional stipulations of the Ground Lease:

A. HAZARDOUS CONTAMINATION

- 1. Hazardous Contamination.** Lessee shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Land and Improvements (the Land and Improvements are sometimes collectively referred to as the "**Property**"), or transport to or from the Property, any Hazardous Substance (as defined below), or allow any other person or entity to do so. Lessee shall keep and maintain the Land and Improvements in compliance with, and shall not cause or permit the Property to be in violation of, any Environmental Laws (as defined below).
- 2. Lessee Notice.** Lessee shall give prompt notice to Lessor of (a) any proceeding or inquiry by any governmental authority (including without limitation the Florida Environmental Protection Agency or Florida Department of Health and Rehabilitative Services) with respect to the presence of any Hazardous Substance on the Land or Improvements, or the migration thereof from or to other property; (b) all claims made or threatened by any third party against Lessee, Lessor, the Land or Improvements relating to any loss or injury resulting from any Hazardous Substance; and (c) Lessee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Land and Improvements, or any part thereof, to be subject to any restrictions on the ownership, lease, occupancy, transferability or use of the Land and Improvements under any Environmental Law or any regulation adopted in accordance therewith.
- 3. Hold Harmless and Indemnification.** (a) Lessee shall protect, indemnify and hold harmless Lessor, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including reasonable attorneys' fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, transport or presence of a Hazardous Substance on, under, about, to or from the Land and Improvements, including, without limitation, all foreseeable consequential damages and the costs of any necessary repair, cleanup or detoxification of the Land and Improvements, in any way arising from the acts of Lessee, its managers and employees; and (b) Lessor shall protect, indemnify and hold harmless Lessee, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including reasonable attorneys' fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, transport or presence of a Hazardous Substance on, under, about, to or from the Land and Improvements, including without limitation all foreseeable consequential damages and the costs of any necessary repair, cleanup or detoxification of the Land and Improvements, in any way arising from the acts of Lessor, its managers and employees. This indemnification is subject to any legal

limits on the ability to provide indemnity, including but not limited to Section 768.28, Florida Statutes.

4. **Environmental Laws.** "Environmental Laws" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Land and Improvements, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time ("**CERCLA**"), 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act of 1976, as amended from time to time ("**RCRA**"), 42 U.S.C. Sections 6901 et seq. The term "**Hazardous Substance**" shall include without limitation: (a) those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq., and in the regulations promulgated pursuant to said laws; (b) those substances defined as "hazardous wastes" in any Florida Statute and in regulations promulgated pursuant to any Florida Statute; (c) those substances listed in U.S. Department of Transportation Table 49 CFR 172.101, as amended, or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302, as amended); (d) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (e) any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq., or listed pursuant to Section 307 of the Clean Water Act, (5) flammable explosive, or (6) radioactive materials.
5. **Lessor's Right of Inspection.** Lessor shall have the reasonable right to inspect the Property (except the interiors of individually leased and occupied Units) and audit Lessee's operations thereon to ascertain Lessee's compliance with the provisions of this Ground Lease at any reasonable time and upon reasonable advance written notice. Lessor shall have the right, but not the obligation, to enter upon the Property upon reasonable advance written notice and perform any obligation of Lessee hereunder of which Lessee is in default, including, without limitation, any remediation necessary due to environmental impact of Lessee's operations on the Property, without waiving or reducing Lessee's liability for Lessee's default hereunder.
6. **Survival.** All of the terms and provisions of this Section shall survive expiration or termination of this Ground Lease for any reason whatsoever.

B. [RESERVED]

C. AFFORDABILITY REQUIREMENTS AND RESTRICTIONS

As of the Commencement Date of this Ground Lease, there are no Affordability Requirements and Restrictions, and Income Eligibility Requirements do not apply.

Affordability Requirements and Restrictions Apply to this Ground Lease:

The Land is subject to the Land Use Restriction Agreement (“**LURA**”), a copy of which is attached as **Exhibit “F”** to this Ground Lease.

EXHIBIT "E"

PERMITTED MORTGAGE

The provisions set forth in this Exhibit shall be understood to be provisions of the Ground Lease to which the Exhibit is attached and in which the Exhibit is referenced. All terminology used in this Exhibit shall have the meaning assigned to it in the Ground Lease.

A. Permitted Mortgage: A "**Permitted Mortgage**" as identified in the Ground Lease to which this Exhibit is attached, shall be a Mortgage that meets the following requirements.

1. Such Mortgage shall run in favor of either (a) a so-called institutional lender such as, but not limited to, a federal, state, or state or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, a pension and/or profit sharing fund, or trust, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; (b) a "community development financial institution" as certified by the U.S. Department of the Treasury, or similar nonprofit lender to housing projects for low- and moderate-income persons; or (c) a governmental entity.
2. Such Mortgage shall be a lien on all or any of the Improvements and Lessee's interest in the Ground Lease only ("**Security**").
3. Such Mortgage and related documentation shall provide, among other things, that in the event the holder of such Mortgage intends to accelerate the note secured by such Mortgage or initiate foreclosure proceedings under the Mortgage, in accordance with the provisions of this Ground Lease, the holder shall first notify Lessor of its intention to do so and Lessor shall have the right (but not the obligation) within sixty (60) days of receipt of such notice from said holder, to satisfy the indebtedness secured by such Mortgage, and/or to acquire such Mortgage.
4. Such Mortgage and related documentation shall not contain any provisions other than provisions generally contained in Mortgages used for similar transactions in Pinellas County, Florida by institutional Mortgagees.
5. Such Mortgage and related documentation shall not contain any provisions which could be construed as rendering Lessor or any subsequent holder of Lessor's interest in and to the Ground Lease or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such Mortgage and such Note, or any part thereof.
6. Such Mortgage and related documentation shall contain provisions to the effect that the holder of such Mortgage shall not look to Lessor or Lessor's interest in the Land, but will look solely to Lessee, Lessee's interest in the Ground Lease, the Improvements, or such other buildings and improvements which may from time to time exist on the Land, for the payment of the debt secured thereby or any part thereof. It is the intention of the parties hereto that Lessor's consent to such Mortgage shall be without any liability on the part of Lessor for any

deficiency judgment.

7. Such Mortgage and related documentation shall provide that in the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the holder of the Mortgage in accordance with the provisions set forth in Article 9 of the Ground Lease.
8. Such Mortgage and related documentation shall contain nothing that obligates Lessor to execute an assignment of the Ground Lease Fee or other rent payable by Lessee under the terms of the Ground Lease.

Notwithstanding anything herein to the contrary, the above requirements shall not apply to the Construction Lender or its Permitted Mortgage.

B. Rights of Permitted Mortgagee: The rights of a holder of a Permitted Mortgage (“Permitted Mortgagee”) shall be set forth below.

1. Permitted Mortgagee shall, without requirement of consent by Lessor, have the right, but not the obligation, to:
 - a. Cure any default under the Ground Lease, and perform any obligation required under the Ground Lease, such cure or performance by a Permitted Mortgagee being effective as if it had been undertaken and performed by Lessee;
 - b. Acquire and convey, assign, transfer, and exercise any right, remedy or privilege granted to Lessee by this Ground Lease or otherwise by law, subject to the provisions, if any, in said Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege;
 - c. Rely upon and enforce any provisions of the Ground Lease to the extent that such provisions are for the benefit of the Permitted Mortgagee.
2. Permitted Mortgagee shall not, as a condition to the exercise of its rights under the Ground Lease, be required to assume personal liability for the payment and performance of the obligations of the Lessee under the Ground Lease. Any such payment or performance or other act by Permitted Mortgagee under the Ground Lease shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Security and the Property.
3. In the event that title to the estates of both Lessor and Lessee shall be acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage. In the event that the estate of Lessor is owned at any time by Lessee (regardless of a merger), or by any person in which Lessee has a direct or indirect interest, Permitted Mortgagee shall not be obligated to cure any default of Lessee under the Ground Lease as condition to the forbearance by Lessor in the exercise of Lessor’s remedies as provided in the Ground Lease.

4. If the Ground Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Ground Lease pursuant to bankruptcy law or other law affecting creditors' rights, Lessor shall enter into a new Ground Lease of the Land with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to Lessor's approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such Ground Lease shall be for the remainder of the term of the Ground Lease, effective as of the date of such termination, rejection, or disaffirmance, and upon all the terms and provisions contained in the Ground Lease. However, the Permitted Mortgagee shall make a written request to Lessor for such new Ground Lease within sixty (60) days after the effective date of such termination, rejection, or disaffirmance, as the case may be. Such written request shall be accompanied by such new Ground Lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Lessee there under, and the Permitted Mortgagee shall have cured all defaults under the Ground Lease which can be cured by the payment of money. Any new Ground Lease made pursuant to this Section shall survive the termination, rejection, or disaffirmance of the Ground Lease and shall continue in full effect thereafter to the same extent as if this section were independent, and an independent contract made by Lessor, Lessee, and the Permitted Mortgagee.
5. Lessor shall have no right to terminate the Ground Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Ground Lease and is diligently pursuing the same.
6. In the event that Lessor sends a Notice of Default under the Ground Lease to Lessee, Lessor shall also send a notice of Lessee's default to Permitted Mortgagee. Such notice shall be given in the manner set forth in the Ground Lease, to the Permitted Mortgagee at the address that has been given by the Permitted Mortgagee by written notice to Lessor sent in the manner set forth in the Ground Lease.

If a Permitted Mortgagee obtains record title to the leasehold estate, any liability of the Permitted Mortgagee and its successors and/or assigns to the Lessor for liability arising prior to obtaining title to the leasehold estate shall be limited to the value of the Permitted Mortgagee's and its successors and/or assigns' respective interests in the leasehold estate.

EXHIBIT "F"

[TO BE RECORDED IF THE LESSOR IS THE AUTHORITY]

This instrument was prepared by:
The Housing Finance Authority
of Pinellas County
26750 US Highway 19 North, Suite 110,
Clearwater, FL 33761

**Housing Finance Authority of Pinellas County
Affordable Housing Development Program
Land Use Restriction Agreement
Affordable Housing Land Assembly Program (LAP)**

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, 2022, by _____ (herein "Agency"), whose principal address is _____, its successors, assigns and transferees of the Property described below, **and Housing Finance Authority of Pinellas County, Florida, as Trustee** (the "HFA" or "Authority") of the **Pinellas County Land Assembly Trust – _____, dated _____** ("Trust"), whose principal address is 26750 US Highway 19 North, Suite 110, Clearwater, FL 33761.

THIS AGREEMENT shall be properly filed and recorded by the HFA in the official public records of Pinellas County, Florida and shall constitute a restriction upon the use of the Property, subject to and in accordance with the terms contained herein;

IN CONSIDERATION of the Affordable Housing Land Assembly Program ("LAP") funds Pinellas County has provided to the Authority for the acquisition of the land described in **Exhibit "A"** attached hereto, and located in the County of Pinellas, State of Florida ("Property"), for purposes of affordable housing, the parties hereto agree to restrict the Property as more specifically set forth herein.

The Agency acknowledges that this Agreement is necessary in order to comply with the requirements of the LAP, from which funds were obtained to finance such acquisition and facilitate the development of the Project, or a portion thereof, and hereby covenants and agrees that in connection with the acquisition and/or construction, ownership and operation of the Property, it will comply, and will require any subsequent purchaser of the Property to comply, with the following covenants and restrictions on the use of the Property:

1. Affordability of Assisted Units.

- A. For the duration of the Affordability Period, as defined below, ____ of the total number of residential units in the Project shall be "assisted units" available for rental on a continuous basis to persons or families who, at the commencement of occupancy by each tenant of such unit, shall have annual incomes which do not exceed _____ (____%) of the

Area Median Income (AMI), as defined and made available by HUD, with adjustments for family size.

- B. For the duration of the Affordability Period, as defined below, _____ (____) of the total number of residential units in the Project shall be "assisted units" available for rental on a continuous basis to persons or families who, at the commencement of occupancy by each tenant of such unit, shall have annual incomes which do not exceed _____ (____%) of the Area Median Income (AMI), as defined and made available by HUD, with adjustments for family size.

2. Affordability Period. For the purpose of this Agreement, the Affordability Period shall extend into perpetuity and only be terminated upon the written agreement of the HFA and Pinellas County, Florida, which may be withheld in their sole discretion. Notwithstanding the foregoing, in the event the Ground Lease between HFA and the Agency is terminated, this Agreement shall also terminate.

3. Tenant Incomes. The Agency shall determine and verify the income eligibility of tenants of the Project in accordance with HUD Section 8 housing assistance programs in 24 CFR Part 5, or by an alternative pre-approved by the County or the HFA. The Agency shall calculate gross annual income by annualizing verified sources of income to be received by the household during the twelve (12) months following the effective date of the determination. The Agency shall recertify the income of existing tenants annually following the same procedures as at initial certification.

4. Tenant Leases and Protections. The Agency shall comply with the provisions of 24 CFR 570, the Florida Administrative Code, and HFA requirements, which prohibit certain lease terms. All tenant leases for assisted units shall be expressly subordinate to any mortgage in favor of the County or HFA and shall contain clauses, among others, wherein each individual lessee:

- A. Agrees that the household income, household composition and other eligibility requirements shall be deemed substantial and material obligations of tenancy; that tenant will comply promptly with all requests for information with respect thereto from the Agency or the County, and that tenant's failure to provide accurate information about household income or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his/her tenancy;
- B. Agrees not to sublease to any person or family who does not meet income qualifications as determined, verified, and certified by Agency;
- C. Agrees that the lease shall be for a one-year period, unless other terms are mutually agreed upon by Agency and tenant.

5. Nondiscrimination. Neither the Agency nor any manager of the Project ("Manager") shall discriminate, as defined by state or federal statute, or by local ordinance, on the basis of race, creed, color, age, sex, familial status, disability, religion, or national origin in the lease, use or occupancy of the units or in connection with the employment or application for employment of persons for the operation and management of the Property.

Neither the Agency nor Manager shall illegally discriminate against tenants or prospective tenants solely because the prospective tenant is eligible to receive rental assistance. The Agency and the Manager shall not refuse to lease units to a certificate or voucher holder under the Section 8 Rental Certificate or Voucher Programs, or to the holder of a comparable document evidencing participation in a tenant-based rental assistance program solely because the prospective tenant is a holder of such certificate, voucher, or comparable tenant-based assistance document. Neither the Agency nor the Manager shall discriminate against tenants or prospective tenants during or after the solicitation process, and shall use their best effort to insure that tenants are provided with a living environment free from harassment or discrimination by other tenants, vendors, or providers of any services associated with the assisted housing units.

6. Monitoring and Inspection. The Agency shall permit the HFA or its designee to inspect all records pertaining to assisted units upon reasonable notice and within normal working hours, and shall submit to the HFA such documentation as required by the HFA to document compliance with this Agreement and LAP rules. The Agency acknowledges that the HFA or its designee must, from time to time, inspect each assisted unit for compliance with Housing Quality Standards (as defined by HUD for the Section 8 Program) and local code requirements, and agrees to facilitate such inspections with tenants as necessary.

The HFA shall, from time to time, make or cause to be made inspections of the assisted units and Property rental records to determine compliance with the conditions specified herein. The HFA shall notify the Agency prior to scheduled inspections, and the Agency shall make any and all necessary arrangements to facilitate the HFA's inspection. The HFA may make, or cause to be made, other reasonable entries upon and inspections of the Property, provided that the HFA shall give the Agency notice prior to any such inspection, specifying reasonable cause therefore, related to the HFA's interest in the Property.

7. Compliance Monitoring of Project. (a) Compliance monitoring of the Project shall be a responsibility of the Agency, to be performed by a compliance monitor approved by the HFA. The compliance monitor shall be responsible for monitoring the Agency's compliance with restrictions regarding the use or occupancy of the Project, and ensure that all requirements are being satisfied on a continuing basis in accordance with this Agreement. In the event that the compliance monitor shall ever resign, be removed, or otherwise, in the opinion of the HFA, fail to perform the duties of the compliance monitor, the Agency shall, at the direction of the HFA, hire a successor compliance monitor. The compliance monitor, as the case may be, shall:

- A. Conduct an initial briefing with the Manager and upon any change in the entity responsible for management of the Project, with such new entity, regarding procedures for filing tenant income certification forms, and compliance certificates, and for verifying income of tenants;
- B. Provide annual summary report to the HFA detailing the ratios of units occupied by income eligible tenants as required by this Agreement; and
- C. Conduct annual on-site audits of the Project's tenant records to augment the forms, as the case may be, when requested by the HFA, as the case

may be, or otherwise becomes aware that potential deficiencies or violations may exist with respect to occupancy or use of the project.

The compliance monitoring duties of the Agency or the compliance monitor, as the case may be, shall continue until all restrictions under this Agreement expire. The Agency shall be responsible for all costs and expenses of the Project's compliance monitoring.

8 Corrective Actions. Should the HFA determine that the Property is not in compliance with the requirements of this Agreement, the HFA shall give the Agency written notice of the deficiency, after which time the Agency shall have thirty (30) days in which to bring the Property into compliance; however, if such noncompliance can be cured, but not within such thirty (30) day period, the Agency shall not be in default hereunder so long as the Agency commences cure actions within such thirty (30) day period, thereafter diligently pursues the cure of the noncompliance to completion, and cures the noncompliance within one hundred eighty (180) days from the date of HFA's notice to the Agency of the noncompliance. Should the Agency fail to bring the Property into compliance within the specified time, the HFA shall immediately declare the Agency in default of this Agreement.

9. Assurance of Public Purpose. Should the Agency materially default on the terms and conditions incorporated herein, or if Agency is unable or unwilling to develop and/or operate the Property in accordance with the terms and conditions incorporated herein, Agency covenants that no lease, sale, or title transfer to any third party shall occur prior to giving the HFA a Ninety (90) day written notice, during which time the HFA shall have the right, solely at HFA's discretion, to purchase or find another borrower to purchase the Property, in order to carry out the eligible activities of the **LAP** and other regulations incorporated herein by reference, for an amount not to exceed the amount of funds provided by the HFA through the LAP, plus any outstanding debt senior to the HFA and County's investment.

10. Defaults; Remedies. If the Agency shall fail to observe or perform any covenant, condition or agreement contained herein on its part to be observed or performed, then and in such event, the HFA shall be entitled, in addition to all other remedies provided by law or in equity:

- A. To compel specific performance by the Agency of its obligations under this Agreement, it being recognized that the beneficiaries of Agency's obligations hereunder cannot be adequately compensated by monetary damages in the event of Agency's default.
- B. To rescind any and all incentives, either regulatory and/or financial, provided to Agency.
- C. In addition to the forgoing remedies, a default by the Agency hereunder shall also constitute a default under the Lease Agreement entered into on even date herewith by and among the HFA, as Trustee of the Trust, and the Agency.

HFA agrees, simultaneously with giving the Agency notice hereunder, to give a duplicate copy thereof to the Agency's investor limited partner and its successors and/or assigns (the "Investor Limited Partner"). The Investor Limited Partner shall have the same

cure period after the giving of a notice as provided to the Agency, plus an additional sixty (60) days. HFA agrees to accept such performance on the part of the Investor Limited Partner as though the same had been done or performed by the Agency; provided, however, that the Investor Limited Partner shall not have any obligation to perform any obligations of the Agency or cure any event of default hereunder.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to the Agency provided for in this Agreement shall be given by mailing such notice by certified mail to the Agency's address stated herein, or at such other address as the Agency may designate by notice to the HFA as provided herein, and (b) any notice to the HFA shall be given by certified mail, return receipt requested, to the HFA's address stated herein or to such other address as the HFA may designate by notice to the Agency as provided herein. The parties herein agree, simultaneously with the giving of each notice hereunder, to give a duplicate copy thereof to the Investor Limited Partner, notice to the Investor Limited Partner shall be given by certified mail, return receipt requested, as follows: _____. Every such notice, demand, request or other communication under this Agreement shall be deemed to have been given or served for all purposes when delivered personally or when a receipt is obtained, or twenty-four (24) hours after the time that the same shall be deposited in the United States Mail, postage prepaid, or delivered to the overnight courier in the manner set forth above.

12. Successors Bound – Burden to Run with Property. This Agreement and the restrictions, covenants and conditions contained herein shall run with the Property and shall bind, and the benefits shall inure to, respectively, the Agency and its successors and assigns and all subsequent owners of the Property or any interest therein, and to the HFA for the Affordability Period set forth in this Agreement. The Agency shall expressly make the conditions and covenants of this Agreement a part of any deed or other instrument conveying any interest in the Property, and each assisted unit.

13. No Conflict with Other Documents. The Agency warrants that it has not, and will not, execute any other contract or agreement with provisions contradictory to, or in opposition to the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

14. Severability. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

15. Enforcement of Terms. The benefits of this Agreement shall inure to, and may be enforced by the County for the full duration of the Affordability Period.

16. Time is of the Essence. Time is of the essence in this Agreement.

17. Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of Florida. The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against HFA or Agency.

18. Waiver. The waiver of one or more defaults by any party to this Agreement shall not be deemed a waiver of any subsequent default of the same or any other provision of this Agreement under the same or other circumstances.

19. Attorney's Fees, etc. Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising hereunder, or to recover damages for the breach hereof, the party prevailing shall be entitled to recover from the other party all reasonable costs, charges and expenses, including attorneys' fees, the value of time charged by paralegals and/or other staff members operating under the supervision of an attorney, and other legal costs, expended or incurred in connection therewith, before, during and subsequent to any litigation, including arbitration and appellate proceedings, bankruptcy or similar debtor/creditor proceedings, and proceedings to enforce any indemnity agreement herein contained.

WITNESSES:

LESSEE:

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

Notary Signature: _____

(Notary Seal)
(Please print name)

Notary Name: _____

PINELLAS COUNTY LAND ASSEMBLY TRUST - THE SHORES, DATED _____

By: HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY, FLORIDA, AS TRUSTEE

(Please print names under signatures)

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Name: _____

Title: Chairperson

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2021, by _____, **as Chairperson** of Housing Finance Authority of Pinellas County, Florida, as Trustee of Pinellas County Land Assembly Trust – The Shores, dated _____, who () is personally known to me or () has produced _____ as identification on behalf of the Authority.

Notary Signature: _____

(Notary Seal)

Notary Name: _____

(Please print name)

Exhibit A to LURA

(Legal Description)

The land referred to herein below is situated in the County of PINELLAS, State of Florida, and described as follows:

EXHIBIT "G"

GROUND LEASE RENT CALCULATION

(See attached)

Attachment 4 - Location Map

