

**SECOND AMENDMENT TO AGREEMENT FOR DEVELOPMENT
AND PURCHASE AND SALE OF PROPERTY**

THIS SECOND AMENDMENT TO AGREEMENT FOR DEVELOPMENT AND PURCHASE AND SALE OF PROPERTY (this “Amendment”) is made and entered into as of this ___ day of September, 2022, by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF CLEARWATER, FLORIDA, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes (the “Agency”); the CITY OF CLEARWATER, a municipal corporation (“the City”); and ARCHWAY CLEARWATER GARDENS, LLC, a Florida limited liability company (the “Developer”, together with the Agency, the “Parties”).

WITNESSETH:

WHEREAS, the Agency and Archway Partners, LLC entered into that certain Agreement for Development and Purchase and Sale of Property dated August 23, 2021 as assigned to the Developer (the “Contract”); and

WHEREAS, the Contract requires the Developer to redevelop the real property commonly referred to as 1250 Cleveland Street, Clearwater, FL 33755 into no fewer than 80 residential, affordable dwelling units with a rooftop community gardens that maintains the existing community gardens (“the Project”); and

WHEREAS, the Contract contemplated that the Developer would apply for an allocation of affordable housing tax credits or other components of the Project Financing in in RFA 2021-205 or RFA 2021-202 issued by the Florida Housing Finance Corporation (collectively, “the RFAs”); and

WHEREAS, the City was made party to the Contract solely for the purpose of contributing \$75,000.00 to the Developer for “local government support” as contemplated by Sections 15.18 and 15.21 of the Contract; and

WHEREAS, the Developer was unsuccessful in obtaining an allocation of affordable housing tax credits or other components from the RFAs; and

WHEREAS, the Parties amended the Contract through a first amendment (“the First Amendment”) on February 14, 2022 to extend all relevant dates under the Contract so that the Developer could apply for an allocation of federal low-income housing tax credits or other financing issued by the Florida Housing Finance Corporation for the year ending December 31, 2022; and

WHEREAS, even if the Developer successfully obtains an allocation of federal low-income housing tax credits or other financing issued by the Florida Housing Finance Corporation for the year ending December 31, 2022, the Project is not economically viable without additional public assistance of an amount not to exceed \$3,610,000.00; and

WHEREAS, the Parties desire to enter into this Amendment to address certain terms in the Contract.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged and agreed by each of the parties, the Agency, the City, and the Developer do hereby covenant and agree as follows:

1. The Agency, the City, and the Developer do hereby mutually represent and warrant that the foregoing recitals are true and correct, and said recitals are hereby ratified, confirmed, and incorporated into the body of this Amendment.

2. Any capitalized terms utilized in this Amendment and which are not separately defined herein shall have the meaning ascribed thereto in the Contract.

3. Section 5.06 of the Contract is hereby created to read as follows:

Agency Financial Support. The Agency will contribute an amount not to exceed \$3,000,000.00 (the "Financial Support") in the form of a 30-year loan to Developer to be evidenced by a promissory note at 0% interest payable at maturity ("the "CRA Note") which may be forgiven at the Agency's sole discretion. The CRA Note shall be secured by a subordinate mortgage ("the "CRA Mortgage"), and both the CRA Note and the CRA Mortgage shall be on a form acceptable to the Agency. The actual amount of financial support the Agency will contribute will be contingent upon the Developer's actual need for such support as determined by the Agency in its sole discretion.

4. Section 5.07 of the Contract is hereby created to read as follows:

Payment of Financial Support. The Agency agrees to pay the Financial Support to the Developer in accordance with the following:

- a. At closing, the Agency shall pay the Developer an amount not to exceed 16.67% of the Financial Support, which is an amount not to exceed \$500,000.00.
- b. Upon completion of two months of the construction of the Project, the Agency shall pay the Developer an additional amount not to exceed 41.67% of the Financial Support, which is an amount not to exceed \$1,250,000.00.
- c. Upon issuance of a final certificate of occupancy, the Agency shall pay the Developer the balance of the Financial Support, not to exceed \$1,250,000.00.

5. Section 15.18 of the Contract is hereby amended as follows:

The Agency recognizes that certain funding requests may require the Developer to show "local government support." This support will come in the form of a loan of \$610,000.00 (the "City Loan") to the Developer from the City in a manner that shall qualify for the Local Government

Area of Opportunity Funding under the RFA including without limitation the timely approval of the Loan and the execution and delivery of the requisite Local Government Verification of Contribution-Loan form. In the event the “local government support” is no longer needed, the Developer shall retain the ability to utilize the \$610,000 for a 4% tax credit/tax-exempt bond transaction. The City Loan shall be evidenced by a promissory note (the “City Note”) bearing interest at 0%, requiring no payments until maturity (at which time the entire loan shall be due and payable), and have a maturity date that is the thirtieth (30th) anniversary date of the City Note. Notwithstanding anything contained herein to the contrary, the City Note shall provide that the entire principal amount may be forgiven by the City at maturity, in the City’s sole and absolute discretion. The City Note will be secured by a mortgage which shall be subordinate to any first mortgage financing as well as the CRA Mortgage. The City Loan will be available to the Developer at closing.

6. Except as amended and modified hereby, the terms and conditions of the Contract and the First Amendment are and shall remain in full force and effect. The Contract and the First Amendment, as modified by this Amendment, is affirmed, confirmed and ratified in all respects.

7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one instrument. For the purposes of this Amendment, an executed facsimile or electronically delivered counterpart copy of this Amendment shall be deemed an original for all purposes.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first set forth above:

AGENCY:

Community Redevelopment Agency
of the City of Clearwater, Florida

Frank V. Hibbard
Chairperson

Approved as to form:

Attest:

Michael P. Fuino
CRA Attorney

Rosemarie Call
City Clerk

CITY:

The City of Clearwater, a
municipal corporation

Frank V. Hibbard
Mayor

Approved as to form:

Attest:

Michael P. Fuino
Senior Assistant City Attorney

Rosemarie Call
City Clerk

DEVELOPER:

Archway Clearwater Gardens, LLC, a Florida limited liability company

By: Archway Partners, LLC, its manager

By: _____
Brett Green, President

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by [] physical presence or [] on-line notarization, this _____ day of _____, 2022, by _____, as _____, as _____ of Archway Partners, a Florida limited liability company, on behalf of the company. He/She is personally known to me or who produced _____ as identification.

Print/Type Name: _____
Notary Public