

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

THIS FIRST AMENDMENT TO AGREEMENT FOR DEVELOPMENT AND PURCHASE AND SALE OF PROPERTY (this “Amendment”) is made and entered into as of this ____ day of October 2020, by and between the CITY OF CLEARWATER, a municipal corporation (“the City”); 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 (“Agency”); and BLUE PIERCE, LLC, a Florida limited liability company (“Developer”).

WITNESSETH:

WHEREAS, Agency and Blue Sky Communities, LLC entered into that certain Agreement for Development and Purchase and Sale of Property dated effective October 30, 2019 (the “Contract”); and

WHEREAS, Blue Sky Communities, LLC assigned the Contract to Developer; and

WHEREAS, Agency and Developer desire to enter into this Amendment to allow Developer to apply for tax credits in the upcoming FHFC RFA 2020-202.

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, Agency and Developer do hereby covenant and agree as follows:

1. Agency and 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 15.18 is hereby amended as follows:

Local Government Support. The Agency recognizes that Request for Applications 2020-202 issued by the Florida Housing Finance Corporation (the “RFA”) requires the Developer to show “local government support.” This support will come in the form of a \$610,000.00 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 under the RFA. The Agency agrees to contribute half of that loan amount to the City upon terms and conditions to be negotiated between the City and the Agency.

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

5. 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.

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

By: _____
Frank V. Hibbard
Chairperson

Approved as to form:

Attest:

Michael P. Fuino
Attorney for
Community Redevelopment Agency

Rosemarie Call
City Clerk

CITY

THE CITY OF CLEARWATER, a municipal
corporation

By: _____
Frank V. Hibbard
Mayor

Approved as to form:

Attest:

Pamela Akin
City Attorney

Rosemarie Call
City Clerk

DEVELOPER:

Blue Pierce, LLC, a Florida limited
liability company

By: Blue Pierce M, LLC, its manager

By: _____
Shawn Wilson, Manager