

ST. PETERSBURG CITY COUNCIL
Report Agenda
Meeting of January 20, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject:

- (a) Approving an Interfund Loan in an amount of \$750,000 from the Economic Stability Fund (0008) to the Affordable Housing Fund (0006) to support Contemporary Housing Alternatives of Florida, Inc.'s acquisition of not less than 12 affordable housing units within the City limits; approving a supplemental appropriation in the amount of \$750,000 from the increase in the unappropriated balance of Affordable Housing fund (0006), resulting from this loan, to the Housing and Community Development Department, Housing Administration Division, Russell Street South Project (TDB); providing for other matters in connection therewith.

- (b) Approving funding in an amount not to exceed \$750,000 to Contemporary Housing Alternatives of Florida, Inc. ("CHAF"), subject to conditions and requirements, to support CHAF's acquisition of not less than 12 affordable housing units located at 1701, 1715 and 1729 Russell Street South; authorizing the Mayor or his designee to execute all other documents necessary to effectuate this transaction.

Explanation: The properties located at 1701, 1715 and 1729 Russell Street South are each developed with a two-story, masonry, four-plex for a total of 12 dwelling units. The properties are currently owned by Family First Homes Florida, LLC. Family First Homes Florida, LLC owns numerous properties in St. Petersburg and is currently in the process of disposing of these assets. The City administration contacted Family First Homes Florida, LLC to determine if the City may be interested in purchasing any of these assets or partnering with an outside entity to acquire any of these assets. After considerable discussion, the City administration determined that these three (3) properties on Russell Street South are important assets and that increased maintenance and long-term affordability for these assets would improve the quality of life in St. Petersburg.

The City administration set about coordinating the acquisition of these assets by Contemporary Housing Alternatives of Florida, Inc. (CHAF). CHAF currently has a contract to purchase these three properties and 12 units for \$1,275,000 with an anticipated closing date of February 14. In addition to these costs, City staff anticipates that CHAF will have additional rehabilitation costs estimated between \$300,000 and \$400,000. These costs will be necessary for repair of the concrete stairs, electrical systems, interior improvements and other required repairs.

CHAF is a local entity formed in 1992 to provide housing solutions and currently manages or owns over 700 housing units. Their mission is to revitalize urban areas by providing affordable and vibrant housing solutions to low and middle income households.

The administration is recommending City Council approve the attached resolutions: (i) approving an interfund loan in the amount of \$750,000 from the Economic Stability Fund to the Affordable Housing Fund for the acquisition and rehabilitation of these properties and (ii) approving the Mayor or his designee to execute all documents between the City and CHAF for the City to provide

funding in an amount not to exceed \$750,000 to support CHAF's acquisition of not less than 12 affordable housing units located at 1701, 1715 and 1729 Russell Street South. The terms of the loan and repayment schedule to the Economic Stability Fund are included in the attached resolution (a). Currently, the approved borrowing capacity from the Economic Stability Fund for affordable and workforce housing is \$4,000,000. If approved, this transaction would reduce that borrowing capacity to \$3,250,000. The terms of the agreement with CHAF will include:

- CHAF will acquire the properties for \$1,275,000
- CHAF will record a Declaration of Restrictions on the property requiring rent be restricted to limits set by the Florida Housing Finance Corporation for households earning up to 60% of the Area Median Income for a period of 30 years
- The City will provide CHAF funding in the amount of \$750,000 once the properties are acquired and the Declaration of Restrictions is recorded
- The existing tenants will not be displaced
- The properties and structures will be inspected by the Codes Compliance Assistance department and all necessary repairs will be completed
- The Housing & Community Development department will have the ability to review tenant applications for income compliance and conduct inspections
- Terms for liquidated damages will be included in the event of non-compliance

Recommendation: The City Administration recommends approval of the attached Resolutions.

Cost/Funding/Assessment Information: Funding will be available after the approval of an interfund loan in an amount of \$750,000 from the Economic Stability Fund (0008) to the Affordable Housing Fund (0006) to support the acquisition and rehabilitation of these units; approving a supplemental appropriation in the amount of \$750,000 from the increase in the unappropriated balance of the Affordable Housing Fund (0006), resulting from this loan, to the Housing and Community Development Department, Housing Administration Division, Russell Street South Project (TBD);

Attachments: Resolutions
Contract for Sale and Purchase
CHAF Board Approval of Purchase

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA APPROVING AN INTERFUND LOAN IN AN AMOUNT OF \$750,000 FROM THE ECONOMIC STABILITY FUND (0008) TO THE AFFORDABLE HOUSING FUND (0006) TO SUPPORT CONTEMPORARY HOUSING ALTERNATIVES OF FLORIDA, INC.'S ACQUISITION OF NOT LESS THAN 12 AFFORDABLE HOUSING UNITS WITHIN THE CITY LIMITS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$750,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE AFFORDABLE HOUSING FUND (0006), RESULTING FROM THIS LOAN, TO THE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, HOUSING ADMINISTRATION DIVISION, RUSSELL STREET SOUTH PROJECT (TBD); PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (the "City") desires to finance affordable housing capital projects within the City limits; and

WHEREAS, the City has determined that one of the most cost-effective ways to finance such projects is by means of interfund loans for a term of ten (10) years from the Economic Stability Fund to the Affordable Housing Fund; and

WHEREAS, Contemporary Housing Alternatives of Florida, Inc. has a contract to purchase properties located at 1701, 1715 and 1729 Russell Street South, St. Petersburg that will provide not less than 12 affordable housing units for households earning up to 60% of the Area Median Income ("Project"); and

WHEREAS, the City desires to finance this Project by means of an interfund loan in the amount of \$750,000 for a term of ten (10) years from the Economic Stability Fund to the

Affordable Housing Fund (this interfund loan is hereinafter referred to as the “Interfund Loan”);
and

WHEREAS, following the approval of this second Interfund Loan in the amount of \$750,000, the balance of the available resources in the Economic Stability Fund for future investment in affordable housing is \$3,250,000, and

WHEREAS, the City Council of the City desires to formalize and approve the Interfund Loan.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA:

SECTION 1. Approval. The Interfund Loan in an amount equal to \$750,000 to finance the Project is hereby formalized and approved.

SECTION 2. Supplemental Appropriation. The following supplemental appropriation for FY22 from the increase in the unappropriated balance of the Affordable Housing Fund (0006), resulting from the above loan is hereby approved:

<u>Affordable Housing Fund (0006)</u> Housing and Community Development Department, Housing Administration Division, Russell Street South Project (TBD)	\$750,000
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SECTION 3. Terms of Interfund Loan. The terms of the Interfund Loan are described below:

- 1) The amount of the Interfund Loan may be increased with City Council approval.
- 2) Any proceeds of the Interfund Loan, which are not expended, shall be invested in the manner and to the extent permitted by the City’s written investment policy.
- 3) The interest rate on the Interfund Loan shall be equal to zero percent (0%).
- 4) The maturity date of the Interfund Loan is October 15, 2031.
- 5) The first of nine principal payments of the Interfund Loan shall be due in the amount of \$75,000 on each October 15th, commencing on October 15, 2022 with the final payment to be made on the maturity date, unless earlier paid. The Interfund

Loan can be paid prior to maturity, in whole or in part at any time at a price equal to the principal amount thereof to be paid, without penalty, plus accrued interest to the date fixed for early prepayment, if any. The City can apply any such prepayments to scheduled principal payments as it deems appropriate.

- 6) Notwithstanding anything herein to the contrary, if a payment date does not fall on a business day, the payment will be due on the immediately preceding business day. The Interfund Loan is unsecured, and does not constitute an indebtedness of the City for any purpose.

SECTION 4. Superseding of Inconsistent Resolutions. This Resolution supersedes all prior actions of City Council of the City inconsistent herewith. All resolutions or parts thereof in conflict herewith are hereby superseded to the extent of such conflict.

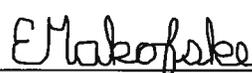
SECTION 5. Effective Date. This Resolution shall become effective immediately upon adoption.

LEGAL:



00603119

BUDGET



Resolution No. 2022 -- _____

A RESOLUTION APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED \$750,000 TO CONTEMPORARY HOUSING ALTERNATIVES OF FLORIDA, INC. ("CHAF"), SUBJECT TO THE CONDITIONS AND REQUIREMENTS SET FORTH IN THIS RESOLUTION, TO SUPPORT CHAF'S ACQUISITION OF NOT LESS THAN 12 AFFORDABLE HOUSING UNITS LOCATED AT 1701, 1715, AND 1729 RUSSELL STREET SOUTH, ST. PETERSBURG; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE PAYMENT TO CHAF CONSISTENT WITH THE CONDITIONS AND REQUIREMENTS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Contemporary Housing Alternatives of Florida, Inc. ("CHAF") has a contract to purchase properties located at 1701, 1715 and 1729 Russell Street South, St. Petersburg with the intent of providing not less than 12 affordable housing units for households earning up to 60% of the Area Median Income; and

WHEREAS, the City desires to provide CHAF with funding in an amount not to exceed \$750,000 to assist in the acquisition of the above described properties, subject to the conditions and restrictions identified herein; and

WHEREAS, such funding shall be subject to: (i) CHAF acquiring the subject properties for \$1,275,000, (ii) CHAF recording a Declaration of Restrictions that requires rent for the properties be restricted to limits set by the Florida Housing Finance Corporation for households earning up to 60% of the Area Median Income for a period of 30 years, and (iii) other appropriate terms and conditions; and

WHEREAS, CHAF shall (a) agree not to displace existing tenants, (b) allow the City's Code Compliance Assistance Department to inspect the properties (including individual units), (c) provide the City's Housing & Community Development Department with documentation to review tenant applications for income compliance, and (iv) other appropriate terms and conditions; and

WHEREAS, Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that funding in the amount of \$750,000 to Contemporary Housing Alternatives of Florida, Inc ("CHAF"), subject to the conditions and requirements set forth in this resolution, to support CHAF's acquisition of not less than 12 affordable housing units located at 1701, 1715, and 1729 Russell Street South, St. Petersburg is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate payment to CHAF consistent with the conditions and requirements set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:

 /s/Bradley Tennant
City Attorney (Designee)
00603177

 Robert Gerdes
City Administration



"AS IS" Residential Contract For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1* PARTIES: Family First Homes Florida, LLC ("Seller"),
2* and Contemporary Housing Alternatives of Florida, Inc. or Assigns to ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):

6 1. PROPERTY DESCRIPTION:
7 (a) Street address, city, zip: 1701, 1715, 1729 Russell Street South, St Petersburg FL 33712
8 (b) Located in: Pinellas County, Florida. Property Tax ID #: R278727, R278726, R278725
9 (c) Real Property: The legal description is LA PLAZA ADD LOT 8 LA PLAZA ADD LOT 7 LA PLAZA ADD LOT 6

10 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
11 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
12 by other terms of this Contract.

13 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
14 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
15 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
16 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s),
17 doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access
18 devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

19 Other Personal Property items included in this purchase are: All refrigerators and stoves in 12 units

20 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

21 (e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

22 2. PURCHASE PRICE (U.S. currency):..... \$ 1,275,000.00

23 (a) Initial deposit to be held in escrow in the amount of (checks subject to Collection) \$ 15,000.00
24 The initial deposit made payable and delivered to "Escrow Agent" named below
25 (CHECK ONE): (i) accompanies offer or (ii) is to be made within 5 (if left
26 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
27 OPTION (ii) SHALL BE DEEMED SELECTED.

28 Escrow Agent Name: Compass Land and Title, LLC
29 Address: 360 Central Ave, Suite 450 Phone: 727.800.9876
30 E-mail: _____ Fax: _____

31 (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
32 days after Effective Date \$ _____

33 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

34 (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$ _____

35 (d) Other: _____ \$ _____

36 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
37 transfer or other Collected funds (see STANDARD S)..... \$ 1,260,000.00

38 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

39 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
40 _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
41 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
42 the counter-offer is delivered.

43 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
44 initialed and delivered this offer or final counter-offer ("Effective Date").

45 4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are
46 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
47 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

48 Buyer's Initials [Signature] Page 1 of 12 Seller's Initials ML
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this Contract, the Closing shall occur on February 14, 2022 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements")... (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable...

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants... (b) [X] CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is subject to a lease(s) or any occupancy agreements...

7. ASSIGNABILITY: (CHECK ONE): Buyer [] may assign and thereby be released from any further liability under this Contract; [X] may assign but not be released from liability under this Contract; or [] may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- [] (a) This is a cash transaction with no financing contingency. [X] (b) This Contract is contingent upon, within 45 (if left blank, then 30) days after Effective Date ("Loan Approval Period")... (i) Buyer shall make application for Financing within 5 (if left blank, then 5) days after Effective Date... (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application...

Buyer's Initials [Signature] FloridaRealtors/FloridaBar-ASIS-6

Seller's Initials [Signature]

109 and progress and release preliminary and finally executed closing disclosures and settlement statements, as
110 appropriate and allowed, to Seller and Broker.

111 (iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing
112 prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval
113 Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver
114 written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

115 (iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the
116 terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by
117 delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided
118 Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer
119 and Seller from all further obligations under this Contract.

120 (v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller
121 prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though
122 Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate
123 this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval
124 Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit
125 thereby releasing Buyer and Seller from all further obligations under this Contract.

126 (vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer
127 thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's
128 default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan
129 Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by
130 other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer
131 and Seller from all further obligations under this Contract.

- 132* (c) Assumption of existing mortgage (see Rider D for terms).
133* (d) Purchase money note and mortgage to Seller (see Rider C for terms).

134 **CLOSING COSTS, FEES AND CHARGES**

135 **9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

136 (a) **COSTS TO BE PAID BY SELLER:**

- 137 • Documentary stamp taxes and surtax on deed, if any • HOA/Condominium Association estoppel fees
138 • Owner's Policy and Charges (if Paragraph 9(c)(i) is checked) • Recording and other fees needed to cure title
139 • Title search charges (if Paragraph 9(c)(iii) is checked) • Seller's attorneys' fees
140* • Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked) • Other: _____
141 • Charges for FIRPTA withholding and reporting

142 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11
143 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at
144 Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay
145 such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

146 (b) **COSTS TO BE PAID BY BUYER:**

- 147 • Taxes and recording fees on notes and mortgages • Loan expenses
148 • Recording fees for deed and financing statements • Appraisal fees
149 • Owner's Policy and Charges (if Paragraph 9(c)(i) is checked) • Buyer's Inspections
150 • Survey (and elevation certification, if required) • Buyer's attorneys' fees
151 • Lender's title policy and endorsements • All property related insurance
152 • HOA/Condominium Association application/transfer fees • Owner's Policy Premium (if Paragraph
153 • Municipal lien search (if Paragraph 9(c)(ii) is checked) 9 (c)(iii) is checked.)
154* • Other: _____

155* (c) **TITLE EVIDENCE AND INSURANCE:** At least 10 (if left blank, then 15, or if Paragraph 8(a) is checked,
156 then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida
157 licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title
158 Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be
159 obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property,
160 Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy
161 premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set
162 forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated
163 and allocated in accordance with Florida law, but may be reported differently on certain federally mandated
164 closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

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search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

(ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

(iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

(a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

(b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is 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 health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is In a "Special Flood Hazard Area"

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Seller's Initials

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221 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
222 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
223 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
224 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
225 may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
226 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
227 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
228 designation of Property.

229 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
230 required by Section 553.996, F.S.

231 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
232 mandatory.

233 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**
234 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
235 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

236 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
237 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO**
238 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
239 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER**
240 **PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE**
241 **COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

242 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
243 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
244 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
245 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
246 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
247 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
248 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
249 FIRPTA.

250 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
251 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
252 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
253 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
254 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
255 building, environmental or safety code violation.

256 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

257 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
258 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
259 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

260 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**
261 (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 10 (if left blank, then 15)
262 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
263 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
264 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
265 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
266 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
267 be released of all further obligations under this Contract; however, Buyer shall be responsible for
268 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
269 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
270 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
271 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
272 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
273 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
274 repairs and improvements required by Buyer's lender.

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- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

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13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and
332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve
333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker
334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

335 **DEFAULT AND DISPUTE RESOLUTION**

336 **15. DEFAULT:**

- 337 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
338 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit
339 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and
340 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under
341 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
342 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
343 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
344 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- 345 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
346 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
347 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
348 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
349 performance.

350 This Paragraph 15 shall survive Closing or termination of this Contract.

351 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and
352 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled
353 as follows:

- 354 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
355 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
356 16(b).
- 357 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
358 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
359 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
360 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
361 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
362 16 shall survive Closing or termination of this Contract.

363 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted
364 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
365 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover
366 in the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the
367 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

368 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

369 **18. STANDARDS:**

370 **A. TITLE:**

371 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
372 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
373 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
374 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
375 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
376 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
377 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
378 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
379 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
380 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
381 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
382 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
383 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall
384 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
385 with law.

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

386 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
 387 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and It is
 388 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
 389 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after
 390 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
 391 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
 392 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this
 393 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If
 394 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,
 395 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
 396 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
 397 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
 398 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
 399 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
 400 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
 401 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
 402 thereby releasing Buyer and Seller from all further obligations under this Contract.

403 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
 404 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
 405 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of
 406 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later
 407 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
 408 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
 409 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
 410 preparation of such prior survey, to the extent the affirmations therein are true and correct.

411 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
 412 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

413 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
 414 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
 415 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
 416 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
 417 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
 418 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
 419 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
 420 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
 421 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
 422 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
 423 thereunder.

424 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
 425 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
 426 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
 427 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
 428 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth
 429 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges
 430 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been
 431 paid or will be paid at Closing.

432 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall
 433 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,
 434 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
 435 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5
 436 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or
 437 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a
 438 day on which a national legal public holiday is observed.

439 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under
 440 this Contract or be liable to each other for damages so long as performance or non-performance of the right or
 441 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

499 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
500 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
501 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
502 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
503 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
504 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the
505 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an
506 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K
507 shall survive Closing.

508 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller
509 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
510 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

511 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
512 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not
513 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
514 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated
515 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of
516 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
517 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
518 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
519 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
520 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

521 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
522 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate
523 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,
524 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent
525 upon, nor extended or delayed by, such Exchange.

526 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
527 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public or official records. This
528 Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in
529 interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and
530 delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party
531 shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail,
532 facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures
533 hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic
534 signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

535 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement
536 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
537 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change
538 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended
539 to be bound by it.

540 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
541 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
542 rights.

543 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten
544 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

545 **S. COLLECTION or COLLECTED:** "Collection" or "Collected" means any checks tendered or received, including
546 Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing
547 Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent
548 until such amounts have been Collected in Closing Agent's accounts.

549 **T. RESERVED.**

550 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State
551 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the
552 county where the Real Property is located.

553 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
554 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
555 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

- (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS... (i) No withholding is required under Section 1445 of the Code... (ii) If Seller is a foreign person and has received a Withholding Certificate... (iii) If prior to Closing Seller has submitted a completed application to the IRS... (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s)... (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED
X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- A. Condominium Rider
B. Homeowners' Assn.
C. Seller Financing
D. Mortgage Assumption
E. FHA/VA Financing
F. Appraisal Contingency
G. Short Sale
H. Homeowners/Flood Ins.
I. RESERVED
J. Interest-Bearing Acct.
K. RESERVED
L. RESERVED
M. Defective Drywall
N. Coastal Construction Control Line
O. Insulation Disclosure
P. Lead Paint Disclosure (Pre-1978)
Q. Housing for Older Persons
R. Rezoning
S. Lease Purchase/ Lease Option
T. Pre-Closing Occupancy
U. Post-Closing Occupancy
V. Sale of Buyer's Property
W. Back-up Contract
X. Kick-out Clause
Y. Seller's Attorney Approval
Z. Buyer's Attorney Approval
AA. Licensee Property Interest
BB. Binding Arbitration
CC. Miami-Dade County Special Taxing District
DD. Seasonal/Vacation Rentals
EE. PACE Disclosure
Other:

Buyer's Initials [Signature]

Seller's Initials [Signature] DS ML

591* 20. ADDITIONAL TERMS: *** Subject to City of St. Petersburg City Council approval of participation.

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609 COUNTER-OFFER

610 Seller counters Buyer's offer.

611 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
612 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

613 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

614 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the
615 terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and
616 conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all
617 interested persons.

618 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
619 TO BE COMPLETED.

620* Buyer: [Signature] Date: 12/13/21

621* Buyer: _____ Date: _____

622* Seller: DocuSigned by: Family First Homes Florida LLC
Mark Lewis Mark Lewis Authorized Agent Date: 12/13/2021

623* Seller: 2406BACB59EB4C8... Date: _____

624 Buyer's address for purposes of notice Seller's address for purposes of notice
625* 5925 Laval Place 6440 1st Ave N
626* St Petersburg, FL 33710 St Petersburg, FL 33710
627* ML

628 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers
629 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct
630 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
631 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
632 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation
633 made by Seller or Listing Broker to Cooperating Brokers.

634* None None
635 **Cooperating Sales Associate, if any** **Listing Sales Associate**

636* None None
637 **Cooperating Broker, if any** **Listing Broker**

BOARD RESOLUTION
OF
CONTEMPORARY HOUSING ALTERNATIVES OF FLORIDA, INC.

We, the Board Members of Contemporary Housing Alternatives of Florida, Inc, a corporation duly organized and existing under the laws of Florida (hereinafter the "Company"), through its Chairman, with authority to make binding resolutions on behalf of the Company, hereby resolve:

That the Company is authorized to negotiate with Family First Homes for the purchase of 3 quad buildings of 12 units total at 1701, 1715 and 1729, Russell Street South in St. Petersburg. This would be contingent upon the City of St. Petersburg contributing ½ of the purchase price, estimated at \$1.2 million.

By affirmative votes at the meeting held December 2, 2021, a majority of the Directors of Contemporary Housing Alternatives of Florida with authority to bind the Company approve this Resolution.



Donald Bogue

Chairman



Date

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA APPROVING AN INTERFUND LOAN IN AN AMOUNT OF \$750,000 FROM THE ECONOMIC STABILITY FUND (0008) TO THE AFFORDABLE HOUSING FUND (0006) TO SUPPORT CONTEMPORARY HOUSING ALTERNATIVES OF FLORIDA, INC.'S ACQUISITION OF NOT LESS THAN 12 AFFORDABLE HOUSING UNITS WITHIN THE CITY LIMITS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$750,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE AFFORDABLE HOUSING FUND (0006), RESULTING FROM THIS LOAN, TO THE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, HOUSING ADMINISTRATION DIVISION, RUSSELL STREET SOUTH PROJECT (TBD); PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (the "City") desires to finance affordable housing capital projects within the City limits; and

WHEREAS, the City has determined that one of the most cost-effective ways to finance such projects is by means of interfund loans for a term of ten (10) years from the Economic Stability Fund to the Affordable Housing Fund; and

WHEREAS, Contemporary Housing Alternatives of Florida, Inc. has a contract to purchase properties located at 1701, 1715 and 1729 Russell Street South, St. Petersburg that will provide not less than 12 affordable housing units for households earning up to 60% of the Area Median Income ("Project"); and

WHEREAS, the City desires to finance this Project by means of an interfund loan in the amount of \$750,000 for a term of ten (10) years from the Economic Stability Fund to the

Affordable Housing Fund (this interfund loan is hereinafter referred to as the “Interfund Loan”); and

WHEREAS, following the approval of this second Interfund Loan in the amount of \$750,000, the balance of the available resources in the Economic Stability Fund for future investment in affordable housing is \$3,250,000, and

WHEREAS, the City Council of the City desires to formalize and approve the Interfund Loan.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA:

SECTION 1. Approval. The Interfund Loan in an amount equal to \$750,000 to finance the Project is hereby formalized and approved.

SECTION 2. Supplemental Appropriation. The following supplemental appropriation for FY22 from the increase in the unappropriated balance of the Affordable Housing Fund (0006), resulting from the above loan is hereby approved:

<u>Affordable Housing Fund (0006)</u> Housing and Community Development Department, Housing Administration Division, Russell Street South Project (TBD)	\$750,000
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SECTION 3. Terms of Interfund Loan. The terms of the Interfund Loan are described below:

- 1) The amount of the Interfund Loan may be increased with City Council approval.
- 2) Any proceeds of the Interfund Loan, which are not expended, shall be invested in the manner and to the extent permitted by the City’s written investment policy.
- 3) The interest rate on the Interfund Loan shall be equal to zero percent (0%).
- 4) The maturity date of the Interfund Loan is October 15, 2031.
- 5) The first of nine principal payments of the Interfund Loan shall be due in the amount of \$75,000 on each October 15th, commencing on October 15, 2022 with the final payment to be made on the maturity date, unless earlier paid. The Interfund

Loan can be paid prior to maturity, in whole or in part at any time at a price equal to the principal amount thereof to be paid, without penalty, plus accrued interest to the date fixed for early prepayment, if any. The City can apply any such prepayments to scheduled principal payments as it deems appropriate.

- 6) Notwithstanding anything herein to the contrary, if a payment date does not fall on a business day, the payment will be due on the immediately preceding business day. The Interfund Loan is unsecured, and does not constitute an indebtedness of the City for any purpose.

SECTION 4. Superseding of Inconsistent Resolutions. This Resolution supersedes all prior actions of City Council of the City inconsistent herewith. All resolutions or parts thereof in conflict herewith are hereby superseded to the extent of such conflict.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon adoption.

LEGAL:

BUDGET

00603119

Resolution No. 2022 -- _____

A RESOLUTION APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED \$750,000 TO CONTEMPORARY HOUSING ALTERNATIVES OF FLORIDA, INC. ("CHAF"), SUBJECT TO THE CONDITIONS AND REQUIREMENTS SET FORTH IN THIS RESOLUTION, TO SUPPORT CHAF'S ACQUISITION OF NOT LESS THAN 12 AFFORDABLE HOUSING UNITS LOCATED AT 1701, 1715, AND 1729 RUSSELL STREET SOUTH, ST. PETERSBURG; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE PAYMENT TO CHAF CONSISTENT WITH THE CONDITIONS AND REQUIREMENTS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Contemporary Housing Alternatives of Florida, Inc. ("CHAF") has a contract to purchase properties located at 1701, 1715 and 1729 Russell Street South, St. Petersburg with the intent of providing not less than 12 affordable housing units for households earning up to 60% of the Area Median Income; and

WHEREAS, the City desires to provide CHAF with funding in an amount not to exceed \$750,000 to assist in the acquisition of the above described properties, subject to the conditions and restrictions identified herein; and

WHEREAS, such funding shall be subject to: (i) CHAF acquiring the subject properties for \$1,275,000, (ii) CHAF recording a Declaration of Restrictions that requires rent for the properties be restricted to limits set by the Florida Housing Finance Corporation for households earning up to 60% of the Area Median Income for a period of 30 years, and (iii) other appropriate terms and conditions; and

WHEREAS, CHAF shall (a) agree not to displace existing tenants, (b) allow the City's Code Compliance Assistance Department to inspect the properties (including individual units), (c) provide the City's Housing & Community Development Department with documentation to review tenant applications for income compliance, and (iv) other appropriate terms and conditions; and

WHEREAS, Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that funding in the amount of \$750,000 to Contemporary Housing Alternatives of Florida, Inc (“CHAF”), subject to the conditions and requirements set forth in this resolution, to support CHAF’s acquisition of not less than 12 affordable housing units located at 1701, 1715, and 1729 Russell Street South, St. Petersburg is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate payment to CHAF consistent with the conditions and requirements set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:

City Attorney (Designee)
00603177

City Administration