

## TRI-PARTY AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the **City of Dunedin**, a municipal corporation of the State of Florida (hereinafter referred to as "City"); the **Dunedin Housing Authority**, a Public Housing Authority Organized and operating pursuant to Chapter 421, et al, Florida Statutes. (hereinafter referred to as "Housing Authority") and the **Housing Finance Authority of Pinellas County, Florida**, a body corporate and politic established by the State of Florida pursuant to Chapter 421, Florida Statutes,(hereinafter referred to as (HFA).

### RECITALS

**WHEREAS**, the parties desire to cooperate in the development of certain affordable for-sale townhouse units on property previously known as Highlander Village, said property being described on Exhibit "A" and attached hereto by reference, hereinafter referred to as "Property"; and

**WHEREAS**, the **Dunedin Housing Authority** ("DHA") under a fiscal year 2003 Hope VI Grant from the **U.S. Department of Housing and Urban Development** ("HUD") demolished fifty (50) public housing units at the Highlander Village development; and

**WHEREAS**, DHA sold one of the three (3) remaining parcels of land in a negotiated sale to Habitat for Humanity in June, 2006; and

**WHEREAS**, there has been conducted a master planning study on the remaining two (2) parcels of land; and

**WHEREAS**, the Board of Commissioners of the Dunedin Housing Authority on March 5, 2007 approved the donation of what is referred to as Parcel Two and Parcel Three of the former Highlander Village to the Housing Finance Authority of Pinellas County upon the condition that the HFA would agree to place the Property into the Pinellas County Community Land Trust and cause the development of for-sale affordable, townhouse units as designated in that certain resolution No. DHA PH-101 on the donated land within a reasonable time, said resolution attached hereto as Exhibit "B"; and

**WHEREAS**, the Board of County Commissioners of Pinellas County, Florida adopted Resolution No. 05-237 establishing the Pinellas Community Housing Program including the establishment of a Housing Trust Fund and a Community Land Trust in order to provide for affordable community housing within Pinellas County, Florida; and

**WHEREAS**, by Ordinance No. 82-32 the Board of County Commissioners of Pinellas County, Florida established the **Housing Finance Authority of Pinellas County, Florida (HFA)** and by Ordinance No. 06-28 designated the Housing Finance Authority of Pinellas County as the administrative entity for the Pinellas Community Housing Trust Fund program.

**WHEREAS**, the parties wish to cooperate to implement the development of said for sale townhouse units;

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein and agreed to be kept the parties do hereby agree as follows:

- (1) The above Recitals are true and are incorporated herein by reference.
- (2) The Housing Authority will convey the land in fee simple to the HFA at no cost at a time appropriate for the reasonable implementation of this Agreement. Title will be conveyed to the HFA with title insurance reflecting marketable title acceptable to HFA without liens or encumbrances unacceptable to HFA. Thirty (30) days prior to the time of closing the Housing Authority will supply to HFA copies of any environmental studies that have been accomplished on the Property and the content of such environmental studies must be acceptable to HFA as a condition of closing.
- (3) The HFA will cause to be constructed on the Property up to twenty-five (25) workforce townhouse units generally consistent with the conceptual site plan as designated on Exhibit "C" attached hereto and known as "Study VI Townhomes" on the property donated to the HFA within a reasonable period of time to be determined by the HFA and the Housing Authority and as is

otherwise required by the U.S. Department of Housing and Urban Development, said construction to begin not later than September 1, 2008 and to be pursued with reasonable diligence to completion. The architectural style of the townhomes to be built on the Property will be within the architectural guidelines adopted by the City entitled Architectural Guidelines, City of Dunedin, Florida prepared by Cooper, Johnson, Smith Architects and Town Planners dated July 5, 2007.

- (4) That the townhomes will be conveyed as determined by the HFA in a manner to insure that such affordable housing is sold to persons or families whose annual income level does not exceed the definitions for low and moderate income households. Such conveyance will be in accordance with the rules and procedures of the HFA and the Community Land Trust. The final number of units and specific site plan shall be subject to change during the design and construction process and will be subject to approval by the HFA, the Housing Authority and the City.
- (5) The City of Dunedin will cooperate in the project by a contribution of or forgiveness of an amount not to exceed one hundred and fifty-one thousand dollars (\$151,000.00) to fund assistance with design, installation of infrastructure to serve the townhomes, surveys, soils analysis or similar assistance. In addition, the City shall grant a waiver of application and permit fees and such impact fee credits for water and sewer as is ultimately approved by the City Commission in it's absolute legislative discretion.

The City will give non-financial assistance as appropriate to administer review of the subdivision plat, desired zoning changes, desired variances before the Board of Adjustment and Appeal, and similar administrative assistance as is appropriate and in accordance with law.

- (6) The HFA shall appropriately finance the purchase of the townhomes by qualified persons, to assist in such financing, to provide partial financing, to provide credits or temporary financing and to undertake and do such actions as are necessary to successfully provide an appropriate financing vehicle to prospective and qualified purchasers. In this context "purchasers" means purchase of a fee simple interest or a leasehold interest, whichever is appropriate. The HFA shall select the developer through a negotiated proposal method or such other method as it determines appropriate and shall oversee the development of the project.
- (7) The HFA shall select the developer through a negotiated proposal method or such other method as it determines appropriate and shall oversee the Development of the project.
- (8) The HFA will provide priority consideration to development entities proposing to use green/sustainable materials and construction techniques in an effort to insure that the resultant housing units are as energy efficient and wind resistant as possible.
- (9) In the event for any reason that the proposed project between the parties is not successfully accomplished to completion and the Housing Authority, HFA or another agency of Pinellas County sells or conveys the land to a third party for future development, the parties will cooperate together to insure that from the proceeds of such sale the actual out of pocket expenses of the City of Dunedin as to any of it's obligations are reimbursed to the City from the proceeds of such sale.
- (10) It is understood between the parties that any commitments from the City regarding assistance as is otherwise set forth in paragraph (4) and any quasi-judicial decisions and legislative decisions in furtherance of the project as described in this Agreement, specifically including impact fee credits or any

other financial credits or obligations of the City shall not be applicable to any third party purchaser of the Property or to any other person whatsoever. Entry into this Agreement does not contractually require or constitute a contract for any specific quasi-judicial or legislative decision by the City of Dunedin and there is no agreement, specific or implied, herein for any particular legislative or quasi-judicial action in furtherance of the project and the City retains all quasi-judicial and legislative discretion inherent in any such decision process, including any quasi-judicial decision by the Board of Adjustment and Appeal of the City of Dunedin and including the administrative discretion of the staff in making recommendations to that Board.

(11) This Agreement embodies the entire agreement between the parties. There are no promises, terms or conditions, other than those contained herein, that have been agreed to between the parties. This Agreement shall supersede all pervious communications, representations and/or agreements whether written or oral between the parties hereto and all such communications, representations or agreements are merged herein. This Agreement may be modified only by a written document executed by all of the parties hereto with the same formality as this Agreement.

(12) The parties recognize that the damages for breach by any party of the terms of this Agreement may be difficult or impossible to ascertain. The parties specifically waive any right of claim for monetary damages against any other party. The parties further recognize that there may be more adequate remedy of law for any such breach by a party to this Agreement. Accordingly, the parties agree that either mandamus, specific performance or injunctive relief (either prohibitory or mandatory, both temporary and permanent) is an appropriate remedy in the event of breach, whether actual or anticipatory of

this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement shall give any rights or benefits to a third party and shall create no claims whatsoever in any person other than a party hereto.

- (13) This Agreement is made in Pinellas County and shall be governed by the laws of the State of Florida. Venue for any action brought in State court shall be in Pinellas County, Florida, Clearwater division. Venue for any action brought in Federal court shall be in the Middle District of Florida, Tampa division.
- (14) All documents created pursuant to this Agreement are public records and the parties agree by the Florida law governing public records with regard to this Agreement.
- (15) This Agreement will not be assigned by any party except with the prior written consent of the other parties. The City does not and will not agree to the assignment of this Agreement to a party that is not a government agency.
- (16) Each party to this Agreement represents and warrants to the other parties that all appropriate authority exists as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.
- (17) This Agreement is specifically conditioned on the legislative of funding for the obligations undertaken herein by the necessary appropriations in annual budgets of the parties hereto, specifically including Pinellas County and the City of Dunedin.
- (18) If one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

(19) Nothing in this Agreement shall waive or diminish a party's sovereign immunity as established by the Florid Constitution and State statutes. Nothing in this Agreement shall extend the City's or any other parties' liability beyond the limits established in Section 768.28 F.S. and the parties agree that such statute specifically applies to this Agreement. Nothing in this Agreement shall be construed as consent by any party to be sued by third parties for any matter arising out of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth in their signature elements and this Agreement shall be dated on the last date that one of the parties has executed this Agreement.

**CITY OF DUNEDIN** DATED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2007

WITNESSES:

**CITY OF DUNEDIN, FLORIDA**

\_\_\_\_\_  
PRINT WITNESS NAME:

\_\_\_\_\_  
**BOB HACKWORTH, MAYOR**

\_\_\_\_\_  
PRINT WITNESS NAME:

\_\_\_\_\_  
PRINT WITNESS NAME:

\_\_\_\_\_  
**ROBERT DiSPIRITO, CITY MANAGER**

\_\_\_\_\_  
PRINT WITNESS NAME:

ATTEST:

\_\_\_\_\_  
**JERIE GUEGAN, CITY CLERK**

APPROVED AS TO FORM:

**JOHN G. HUBBARD, CITY ATTORNEY**

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by **BOB HACKWORTH, MAYOR OF THE CITY OF DUNEDIN**, who ( ) is personally known to me or ( ) has produced a \_\_\_\_\_ driver's license or \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by **ROBERT DISPIRITO, CITY MANAGER OF THE CITY OF DUNEDIN**, who ( ) is personally known to me or ( ) has produced a \_\_\_\_\_ driver's license or \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

**DUNEDIN HOUSING AUTHORITY** DATED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2007

WITNESSES:

**DUNEDIN HOUSING AUTHORITY**

\_\_\_\_\_  
PRINT WITNESS NAME:

\_\_\_\_\_  
**DAVID KELLY, CHAIRMAN**

\_\_\_\_\_  
PRINT WITNESS NAME:

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by **DAVID KELLY, CHAIRMAN OF THE DUNEDIN HOUSING AUTHORITY**, who ( ) is personally known to me or ( ) has produced a \_\_\_\_\_ driver's license or \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

**HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY, FLORIDA** DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

WITNESSES:

**HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY, FLORIDA**

\_\_\_\_\_  
PRINT WITNESS NAME:

\_\_\_\_\_  
**RODNEY S. FISHER, PRESIDENT**

\_\_\_\_\_  
PRINT WITNESS NAME:

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by **RODNEY S. FISHER, PRESIDENT OF THE HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY, FLORIDA**, who ( ) is personally known to me or ( ) has produced a \_\_\_\_\_ driver's license or \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

## **EXHIBIT "A"**

### LEGAL DESCRIPTIONS HIGHLANDER VILLAGE PARCELS TWO AND THREE

Parcel Two - 27/28/15/51588/000/0600

Legal Description from 1) the Pinellas County Property Appraisers Website AND 2) A Complete Appraisal of (Summary Report) Three Multi-Family Residential Sites (as though vacant) Located at Various Locations North of Downtown Dunedin, Pinellas County, Florida by Fogarty and Finch, Inc. Assignment Number A-18, 163-1, 2, & 3:

LEWIS, SARAH J. SUB LOT 6, THAT PART DESC AS COM AT SW COR OF LOT 6 TH N 30FT TH E 5FT FOR POB TH N 160FT TH E 640FT TH SW'LY 165FT (S) TH W 600FT (S) TO POB

Parcel Three - 27/28/15/51588/000/0301

Legal Description from 1) the Pinellas County Property Appraisers Website AND 2) A Complete Appraisal of (Summary Report) Three Multi-Family Residential Sites (as though vacant) Located at Various Locations North of Downtown Dunedin, Pinellas County, Florida by Fogarty and Finch, Inc. Assignment Number A-18, 163-1, 2, & 3:

LEWIS, SARAH J. SUB PT OF LOT 3, DESC FROM NW COR OF LOT 3 TH E 5FT FOR (FOR) POB TH N 160 FT TH E 195 FT TH S 160 FT TH W 195 FT TO POB

## **EXHIBIT "B"**

### **RESOLUTION NO. DHA PH-101**

#### **Approval of Donation of Parcels Two and Three of the Former Highlander Village to the Pinellas County Community Development Land Trust**

**WHEREAS** the Dunedin Housing Authority ("DHA") under a FY 2003 HOPE VI Grant (Grant) from the U.S. Department of Housing and Urban Development ("HUD") demolished 100% of the fifty (50) public housing units at the Highlander Village development; and

**WHEREAS**, DHA did sell one of the three remaining parcels of land in a negotiated sale to Habitat for Humanity in June 2006; and

**WHEREAS**, DHA participated in a contract with the City of Dunedin, Florida and the Pinellas County Community Development department of Pinellas County, Florida (PCCD) for a master planning study of the remaining two (2) parcels of land; and

**WHEREAS**, the preliminary results of the master plan study were discussed at the November 21, 2006 regular Board meeting, and the master plan contractor, representatives of the PCCD and the City of Dunedin presented several options for the development of affordable for-sale units including financing, construction and the donation of the land to the Pinellas County Land Trust to ensure the future affordability of the proposed residential homeownership units; and

**WHEREAS**, representatives of the PCCD and the City of Dunedin also suggested allowing the PCCD to conduct the planning, financing, construction, marketing and sale of the units as affordable for-sale housing; and

**WHEREAS**, the City of Dunedin has agreed to assist the PCCD in the development of affordable for-sale housing on the Highlander Village parcels by providing certain infrastructure and other assistance as available; and

**WHEREAS**, the DHA Board of Commissioners has selected a plan for the construction of up to twenty-five (25) affordable homeownership townhouse units designated as "Study VI: Townhomes" as attached hereto as Exhibit A, on Parcels Two and Three of the former Highlander Village site; and

**WHEREAS**, the Board of County Commissioners of Pinellas County Florida adopted resolution #05-237 establishing the Community Housing Program for the county, including the establishment of a Housing Trust Fund and a Community Land Trust for the provision of affordable housing in Pinellas County, Florida; and

**WHEREAS**, Part IV of Chapter 159 of the Florida Statutes authorizes the creation of Housing Finance Authorities within the State of Florida to assist in relieving the shortage of housing available at prices or rentals which many persons and families can afford and by Ordinance No. 82-32, the Board of County Commissioners of Pinellas County, Florida did also establish a special district entity known as the Housing Finance Authority of Pinellas County which serves as the administrator of the Housing Trust Fund and the Community Land Trust; and

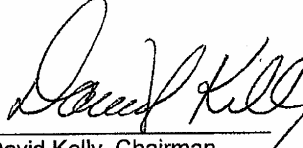
**WHEREAS**, the DHA's contracted staff agrees with the recommendation of the City of Dunedin the PCCD and hereby recommends the donation at no cost of Parcel Two and Parcel Three of the former Highlander Village development to the Housing Finance Authority of Pinellas County to be a part of the Community Land Trust; and

**WHEREAS**, the DHA's contracted staff has further recommended that as a condition of the donation of Parcel Two and Parcel Three of the former Highlander Village development that the Housing Finance Authority of Pinellas County will cause the planned up to twenty-five (25)-unit for-sale Townhome development as approved by the DHA Board of Commissioners to be constructed on the site; and

**WHEREAS**, the DHA is subject to applicable requirements and the approval of the U.S. Department of Housing and Urban Development (HUD) and upon approval of the DHA Board of Commissioners of the donation of the land, will submit application to HUD as required prior to the execution of any and all agreements to transfer title of the land; and

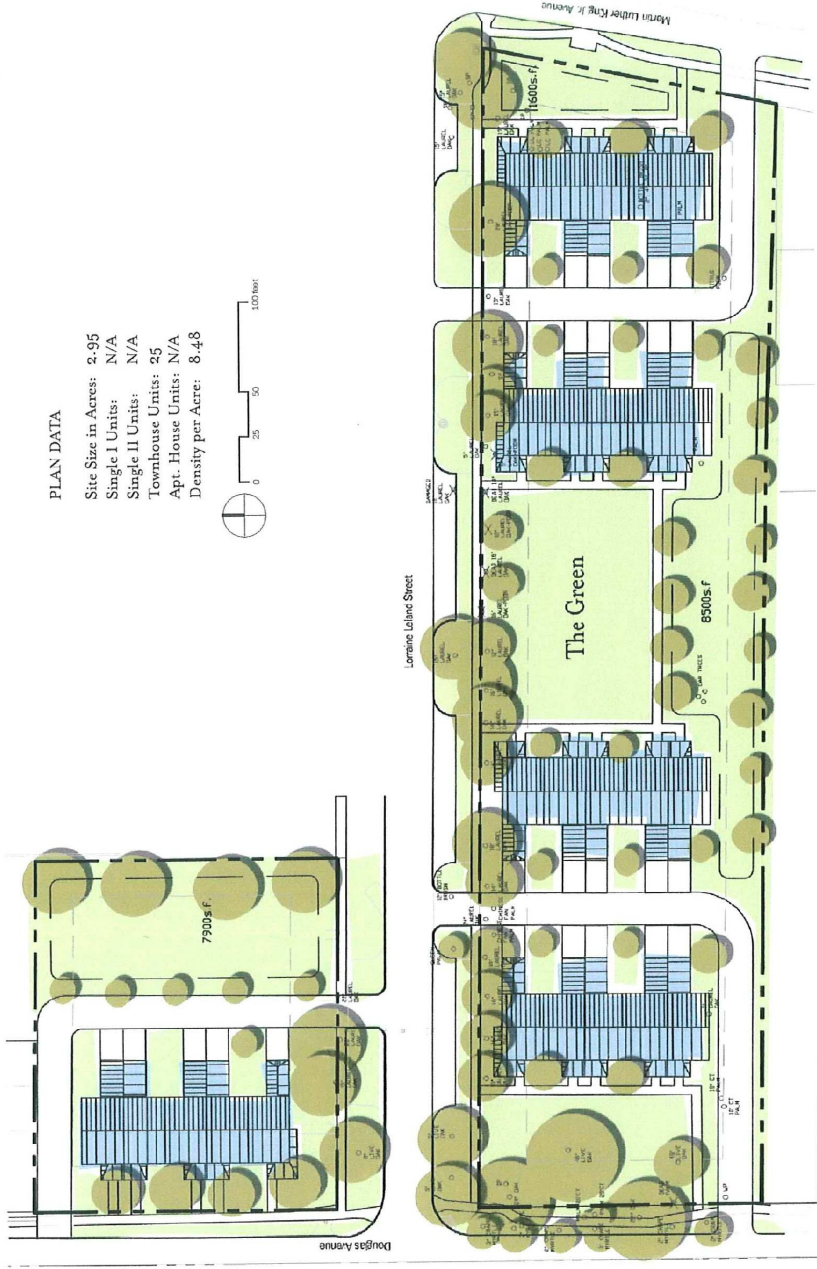
**NOW, THEREFORE, BE IT RESOLVED THAT**, the Board of Commissioners of the Dunedin Housing Authority hereby approves the donation of Parcel Two and Parcel Three of the former Highlander Village site to the Housing Finance Authority of Pinellas County with the condition that the Housing Finance Authority shall agree to cause the construction of up to twenty-five (25) for-sale affordable Townhouse units as designated in Exhibit A hereto, known as "Study VI: Townhomes", on the donated land within a reasonable period of time to be determined between the parties, and as required by the U.S. Department of Housing and Urban Development.

**APPROVED THIS 5th DAY OF MARCH 2007**

  
David Kelly, Chairman

  
Darrell J. Irions, Secretary

# EXHIBIT "C"



**PLAN DATA**

- Site Size in Acres: 2.95
- Single I Units: N/A
- Single II Units: N/A
- Townhouse Units: 25
- Apt. House Units: N/A
- Density per Acre: 8.48

STUDY VI: TOWNHOMES  
Lorraine Leland Tract | City of Dunedin, Florida

HDR