

RESOLUTION NO. 2026-_____

A RESOLUTION APPROVING A FIRST AMENDMENT TO GROUND LEASE AGREEMENT BETWEEN THE CITY OF TAMPA AND ASHLEY EAST TAMPA LLC FOR THE PROPERTY LOCATED AT 3004 E. COLUMBUS DRIVE, 3004 E. 15TH AVENUE, AND 3010 E. 15TH AVENUE, TAMPA, FLORIDA; PROVIDING FOR A 99-YEAR LEASE TERM FOR THE PURPOSE OF DEVELOPING AND OPERATING AN AFFORDABLE HOUSING DEVELOPMENT; AMENDING THE LEASE TO INCREASE THE UNITS TO 118 UNITS, REALLOCATE THE BEDROOM MIX FOR THE UNITS; PROVIDE FOR EASEMENTS, AND AMEND THE PROJECT AMENITIES; AUTHORIZING THE EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA AND ATTESTATION BY THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2025-69, the City of Tampa (“Lessor”) and Ashley East Tampa LLC (“Lessee”) entered into that certain Ground Lease Agreement, dated February 10, 2025 (“Lease”) whereby Lessor leased to Lessee the real property located at 3105 E. Columbus Avenue, 3004 E. 15th Avenue, and 3010 E. 15th Avenue, Tampa, Florida (the “Property”) for the purpose of developing an affordable housing development whereby the units shall be leased to eligible beneficiaries whose annual gross income is at or below 80% of the annual median income (“AMI”), and whereby 20% of the units shall be leased to eligible beneficiaries whose annual gross income is at or below 50% AMI; and

WHEREAS, the Property will be a portion of an overall Live-Learn Development effort, which will also include the East Tampa Innovation Center, to be developed on property which is adjacent to the Leased Premises, and which is also owned by the City (the “Innovation Center”); and

WHEREAS, the Property is the subject of rezoning application REZ-25-0000097 (“Rezoning”), and will be constructed in accordance with the approved site plan (“Site Plan”); and

WHEREAS, the parties desire to amend the Lease in order to comply with the Site Plan, which includes amendments to: (i) amend the residential units from 117 to 118 units, (ii) to reallocate the bedroom mix of the units, (iii) grant the Lessee an access easement and a temporary construction easement over the Innovation Center in accordance with the Site Plan; and (iv) to amend the Project Amenities to remove EV Car Charging Stations and to specify that the wide public walkways are subject to permitting requirements; and

WHEREAS, it is in the best interest of the City to enter into the attached First Amendment to Ground Lease Agreement.

NOW, THEREFORE

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. The First Amendment to Ground Lease Agreement between the City of Tampa and Ashley East Tampa LLC (“Amendment”), attached hereto as Exhibit “A” and by reference made a part hereof, is hereby approved in its entirety or in a substantially similar form.

Section 2. That the Mayor of the City of Tampa is hereby authorized to execute and the City Clerk is hereby authorized to attest and affix the official seal of the City of Tampa to said Amendment.

Section 3. That the proper officers of the City of Tampa are hereby authorized to do all things necessary and proper in order to carry out and make effective provisions of this Resolution.

Section 4. That the City Clerk shall file a fully executed copy of the Amendment in the official records of the City of Tampa as maintained by the Office of the City Clerk.

Section 5. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON

_____.

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

CHAIRMAN\CHAIRMAN PRO-TEM
CITY COUNCIL

PREPARED AND APPROVED AS TO
LEGAL SUFFICIENCY BY:

e/s Rebecca Johns

REBECCA JOHNS, ASSISTANT CITY ATTORNEY

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT to Ground Lease Agreement (“Amendment”) is entered into by the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida (“Lessor”) and Ashley East Tampa LLC, a Florida limited liability company (“Lessee”) as of _____.

RECITALS

A. Pursuant to Resolution No. 2025-69, Lessor and Lessee entered into that certain Ground Lease Agreement, dated February 10, 2025 (“Lease”) whereby Lessor leased to Lessee the real property located at 3105 E. Columbus Avenue, 3004 E. 15th Avenue, and 3010 E. 15th Avenue, Tampa, Florida (the “Property”) for the purpose of developing an affordable housing development whereby the units shall be leased to eligible beneficiaries whose annual gross income is at or below 80% of the annual median income (“AMI”), and whereby 20% of the units shall be leased to eligible beneficiaries whose annual gross income is at or below 50% AMI; and

B. The Property will be a portion of an overall Live-Learn Development effort, which will also include the East Tampa Innovation Center, to be developed on property which is adjacent to the Leased Premises, and which is also owned by the City (the “Innovation Center”); and

C. The Property is the subject of rezoning application REZ-25-0000097 (“Rezoning”), and will be constructed in accordance with the approved site plan, attached hereto and incorporated herein as Exhibit “H” (“Site Plan”); and

D. The parties desire to amend the Lease in order to comply with the Site Plan, which includes amendments to: (i) amend the residential units from 117 to 118 units, (ii) to reallocate the bedroom mix of the units, (iii) grant the Lessee an access easement and a temporary construction easement over the Innovation Center in accordance with the Site Plan; and (iv) to amend the Project Amenities to remove EV Car Charging Stations and to specify that the wide public walkways are subject to permitting requirements.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is mutually agreed as follows:

1. The foregoing recitals are true and correct and by this reference made a part hereof.

2. Recital F shall be added to the Recitals in the Lease to state as follows:

“F. The Project is to be constructed in accordance with the site plan of rezoning application REZ-25-0000097, attached hereto and incorporated herein as Exhibit “H” (“Site Plan”).”

3. Recital G shall be added to the Recitals in the Lease to state as follows:

“G. The Site Plan provides access to the Project over the Innovation Center, which is owned by the City, and the City desires to permit such access over the Innovation Center property.”

4. Section 40 shall be added to the Lease to state as follows:

“40. Easements.

- (i) During the Term, Lessor hereby grants to Lessee, and its successors and assigns, for its use and benefit, and for the use and benefit of its tenants, agents, employees, customers, contractors, representatives, vendors, guests, suppliers, visitors, licensees, invitees, in common with others entitled to use the same, a non-exclusive perpetual easement for the ingress and egress of pedestrian and vehicular traffic to and from the Leased Premises over, across, upon and through the Innovation Center property, as shown on the Site Plan. Lessee shall indemnify and hold harmless Lessor for use of such access in accordance with the indemnification provision set forth in Exhibit “E” attached to the Lease. This easement and indemnification shall be more fully set forth in the Development Agreement to be entered into pursuant to Section 2(iii) of the Lease.
- (ii) During the Term, Lessor hereby grants to Lessee, and its successors and assigns, for its use and benefit, and for the use and benefit of its tenants, agents, employees, customers, contractors, representatives, vendors, guests, suppliers, visitors, licensees, invitees, in common with others entitled to use the same, a non-exclusive easement over, across, upon and through the Innovation Center property, as shown on the Site Plan for access to construct, and construction of, the hardscape improvements necessary for access and compliance with the requirements of the Site Plan, provided, however, that with respect to any construction activity that takes place within the Innovation Center property, Lessee shall be solely and fully responsible and liable for all costs associated with the construction process, and shall indemnify and hold Lessor harmless for

any damages caused by Lessee to person or property. This easement and indemnification shall be more fully set forth in the Development Agreement to be entered into pursuant to Section 2(iii) of the Lease.”

5. Exhibit B shall be deleted in its entirety and replaced with the attached Exhibit “B”.

6. Except as amended herein, all provisions of the Lease remain in full force and effect. All capitalized terms used in this Amendment, unless otherwise defined or modified, shall have the same meaning as set forth in the Lease. The Lease remains unchanged except as modified by this Amendment. The terms and provisions of the Lease, as modified by this Amendment, are ratified, and affirmed.

7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all shall constitute one and the same amendment; provided, however, this Amendment shall not be effective until fully executed by both parties and subject to the formalities required by the City of Tampa Code. Executed counterparts may be delivered via electronic mail (including PDF or any electronic signature complying with Section 668.50, Florida Statutes, or other applicable law).

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS HERETO, the parties herein have caused this Amendment to be executed as of the date first written above.

LESSOR:

CITY OF TAMPA, a municipal corporation
organized and existing under the laws of the
State of Florida

By: _____

Jane Castor, Mayor

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY:

ATTESTED TO:

Assistant City Attorney

City Clerk/ Deputy City Clerk

WITNESSES:

LESSEE:

Print Name: _____

ASHLEY EAST TAMPA LLC
a Florida limited liability company

Print Name: _____

By: EAST TAMPA MF LLC
Its: Managing Member

By: _____

Name:

Title: Vice President

Date: _____

Exhibit "B"

DESCRIPTION OF PROJECT AND PROJECT DEVELOPMENT STANDARDS

DESCRIPTION OF THE PROJECT:

It is expressly agreed that the Project shall consist of the following:

Project Components: The Project as developed will contain the following mandatory uses or Project Components which shall be used, operated and maintained on the Leased Premises in a manner consistent with the Lease:

Affordable Housing Requirement: Multifamily residential building containing 118 residential units, which shall be leased only to Eligible Beneficiaries (as defined herein) whose annual gross income is at or below 80% of the annual median income ("**AMI**"). 20% of the residential units shall be leased to Eligible Beneficiaries whose annual gross income is at or below 50% AMI. All units shall be used only as the principal residence of an Eligible Beneficiary. Any use of the Leased Premises or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

The Project shall contain 19 studio units, 58 1-bedroom units, and 41 2-bedroom units.

Eligible Beneficiary shall mean (individually or collectively as context may require) one or more natural persons or a household that has been determined by the City of Tampa's Housing and Community Development Department ("**HCD**") to meet the eligibility requirement of having annual gross income at or below 80% of AMI (or 50% AMI, as applicable, for 20% of the residential units), and that said potential tenant has received a Certificate of Qualification that is valid as of the date of residential lease to such Eligible Beneficiary. A **Certificate of Qualification** means a certificate issued by HCD or a designated non-City agency that has been authorized by the City to qualify Eligible Beneficiaries to lease an affordable dwelling unit. Certificates of Qualification shall be valid for four (4) months. A unit shall not be leased to a tenant prior to Lessee obtaining a Certificate of Qualification for that tenant from HCD or designated non-City agency.

Commencing on the first anniversary of Lessee's receipt of the first Certificate of Occupancy for the Project, Lessee shall provide an annual report to HCD, in a form reasonably prescribed HCD, evidencing compliance with the Affordable Housing Requirement, including providing a rent roll, leases and income verification for all tenants, and any other information as may reasonably be required by the City.

Project Amenities: The Project as developed shall contain the following amenities (the “Project Amenities”):

Computer lounge

Outdoor entertainment areas

Modern fitness center

Package lockers and room for deliveries

Generator

Common Area Wi-Fi

Wide Public Walkways (subject to permitting requirements)

The City shall be under no obligation to own or maintain any of the Project Amenities, unless the City expressly agrees to do so by separate agreement.

Project Site Plan and Architectural Guidelines: Without limiting the foregoing, the Project shall be developed on the Leased Premises consistent with the Project Site Plan and Architectural Guidelines.

GENERAL PROJECT DEVELOPMENT STANDARDS:

Zoning & Applicable Laws & Regulations: Lessee shall comply with all zoning, building and applicable legal requirements in connection with the development of the Project

Municipal Utilities: The City utilities that will serve the Project include City potable water, water for fire protection, wastewater and solid waste (the “City Utility Services”). Lessee will be responsible for installing all transmission facilities within the Project necessary for the City Utility Services to be extended to serve the Project. In addition, the Lessee will plan, design, obtain permits, repair and construct, in accordance with the adopted technical standards of the utility

department the infrastructure improvements required to connect the Project to the existing public infrastructure improvements that are retained by the City (if any).

Non-Municipal Utility Services. Lessee shall bear all costs and expenses associated with obtaining any non-municipal utility service(s) required for the Project. Lessor agrees to cooperate with Lessee's efforts to obtain electricity service, and natural gas service from the franchised providers of those services, provided that the Lessor's cooperation is not intended, nor shall it be interpreted to require the Lessor to expend any sums of money beyond staff and administrative time in order to cooperate with Lessee's efforts as herein described. Lessor's cooperation will include enforcing applicable provisions of utility franchise and right of way agreements and other applicable provisions of the City Code to the extent legally enforceable.

Permits and Approvals. Lessee acknowledges that, except as otherwise stated, Lessee will be responsible for obtaining all applicable permits and approvals required by the City Code for the construction of the Project, and failure of this Lease to address a particular permit, condition, term or restriction shall not relieve Lessee of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. In addition to City approvals, the Lessee shall obtain all required permits from other agencies, including, but not limited to, the Florida Department of Environmental Protection, the Hillsborough County Health Department, and the Southwest Florida Water Management District. Notwithstanding any provision herein to the contrary, the parties expressly agree that nothing in this Lease shall be interpreted or construed as mandating or guaranteeing approval of any or all applications for any permits or approvals by the City. All such applications shall be considered and reviewed by the City upon their own merits in accordance with the applicable requirements contained in the City Code and such other requirements or standards as may be legally applicable.

Fees and Contributions. Lessee shall pay all applicable impact fees, capacity fees, connection fees, CIAC charges and other fees and contributions required in connection with the permitting, construction and development of all vertical construction projects in the Project, as well as all City Utility fees as may be required by City Code including fees for utility capacity, connection or service for all such development. At the time of individual utility connection, Lessee shall be entitled to all applicable credits or offsets against said impact and/or capacity fees allowed by City Code, including, but not limited to, credits for replacement of existing meters and other utility connections on the Premises and offsets for replacement of existing traffic impacts (if any).

Maintenance of Service and Performance Security. Lessee, with the cooperation and assistance of the City, shall be responsible for the continuation of, and ensuring that the development of the Project causes no unreasonable interruption of public and private utilities and related services surrounding the perimeter of the Project as required by the City, acting by and through its Water, Wastewater, Solid Waste and Mobility Departments, during the duration of the development of the Project. Lessee also shall be responsible for the continuation of such utility services within the Project for those properties not being redeveloped by Lessee (if any). Lessee shall provide performance security to the City, in the form of Letters of Credit or Bonds (if a Bond, with a company authorized to do business in the State of Florida, and be rated by A.M. Best with a rating of B+ [or better] Class VI [or higher], or otherwise be acceptable to the City if not rated by A.M. Best), prior to initiating any construction activity in the public or conditionally closed rights-of-way, which guarantees that currently used City of Tampa infrastructure will remain intact during the construction of any public infrastructure improvements associated with the Project. This performance security will be released upon receipt of maintenance security associated with the acceptance of public infrastructure improvements. Any unscheduled, continuing and material disruption to service or access that causes substantial loss or material damage to any party in the Leased Premises, as a result of work undertaken by Lessee pursuant to this provision shall be borne by Lessee.

Public Records. In accordance with Section 119.0701, Florida Statutes, Lessee shall:

(A) Keep and maintain public records required by the City to perform the service;

(B) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for (i) the duration of the term of this Lease and (ii) following completion of its obligations under the terms of this Lease if Lessee does not transfer the records to the public agency; and

(D) Upon completion of its obligations under the terms of this Lease, transfer, at no cost, to the City all public records in its possession or keep and maintain public records required by the City to perform the service. If Lessee transfers all public records to the City upon completion of its

obligations under the terms of this Lease, it shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessee keeps and maintains public records upon completion of its obligations under the terms of this Lease, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (813) 274-8397, CITYCLERKSTAFF@TAMPAGOV.NET, OFFICE OF THE CITY CLERK, 315 EAST KENNEDY BLVD., 3RD FLOOR, TAMPA, FLORIDA 33602.

Compliance with Applicable Laws and Regulations. Pursuant to the City's Ethics Code, Lessee acknowledges and agrees that no officer or employee of the City, nor any member of their immediate family or close personal relation, either individually or through any firm of which they are a member, or through any corporation of which they are a stockholder, or through any business entity of which they have a controlling financial interest, shall receive any substantial benefit or profit out of this Lease, or have any direct or indirect financial interest in effecting this Lease.

Nothing in this Lease shall be construed or interpreted as exempting Lessee and/or the Project from compliance with any applicable laws, ordinances, rules and regulations.

WOMEN, MINORITY, SMALL AND LOCAL BUSINESS HIRING REQUIREMENTS:

The following women, minority, small and local business hiring requirements shall apply to the development of the Project:

1. A minimum of 50% of the value of all construction work related to the Project shall be awarded by Lessee to Women and Minority Business Enterprises and Small Local Business Enterprises located in and certified by the City. The total

value of the construction work in the Project and the value of the construction work awarded to Women and Minority Business Enterprises and Small Local Business Enterprises for the Project shall be included in the quarterly and final monitoring reports required below during and upon completion of development of all horizontal and vertical construction in or on the Premises.

2. In obtaining materials, supplies, equipment and non-construction services necessary for the design and construction of the Project, Lessee will comply with the City's ordinances and policies regarding women and minority business enterprises, small local business enterprises, equal employment opportunity and affirmative action, and will provide to the City monitoring reports, in a form approved by the City and subject to audit and inspection, regarding its compliance with such ordinances and policies as set forth above.

Monitoring. Beginning after the Commencement Date, Lessee shall provide the City with a written report at least quarterly during development of the Project regarding the provision of Women and Minority Business Enterprises and Small Local Business Enterprises as defined above.. All monitoring reports required from Lessee shall be in a form required by the City and shall contain such information and include such back-up information as may be reasonably required by the City to confirm Lessee's compliance with the requirements identified herein. In addition, said reports and all back-up information supporting said reports shall be subject to audit and inspection by the City.

Enforcement. In the event that Lessee fails to timely provide such written reports or fails to provide any of the monitoring reports described in this Exhibit, such failure shall constitute an event of default under this Lease. Lessor shall have all rights and remedies available to it under the Lease in case of such a default.

EXHIBIT "H"

(To be attached upon approval of REZ-25-0000097)