

SECOND AMENDMENT TO GROUND LEASE AGREEMENT
(Sea Grape Apartments Phase I)

THIS SECOND AMENDMENT (hereinafter "Amendment 2") to the Ground Lease Agreement (hereinafter "Lease") is made and entered into in Key West, Monroe County, Florida, on this ____ day of _____, 2008, by and between **MONROE COUNTY** (hereinafter "Lessor") and **SEA GRAPE APARTMENTS, LTD.**, a Florida limited partnership (hereinafter "Lessee").

RECITALS

WHEREAS, the parties entered into the Lease dated September 28, 2007 and recorded in Official Records Book 2323 at Page 795; and

WHEREAS, the purpose of the lease is to allow Lessee to construct and manage 56 units of affordable rental housing known as Sea Grape Apartments Phase I; and

WHEREAS, Lessee has not received the development approvals necessary to commence construction, including but not limited to those required from environmental agencies such as South Florida Water Management District and Army Corps of Engineers; and

WHEREAS, Lessee is willing to take all responsibility for applications for development necessary to proceed with construction of the affordable housing;

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 9.04 of the Lease is added as follows:

Lessee shall make all applications for building and environmental permits and permits of any other type and nature required for the Project. Lessor designates Lessee to make such applications on its behalf and will cooperate in the execution of any documents necessary to complete the applications. Lessee shall be solely responsible for the content and accuracy of all such applications and shall hold harmless and indemnify Lessor for any errors, statements, and representations made in any such applications. Lessee shall indemnify and hold harmless Lessor for all activities performed or not performed by Lessee, for any of its acts or omissions and those of its contractors, agents, employees and servants as required by any permitting agency. Lessee shall abide by any permit requirements, conditions, encumbrances or restrictions of any kind on the real property which is the subject of this Lease. The conditions of any permit shall be required in any contract between Lessee and its contractors and sub-contractors. Direct costs associated with permits including fees, fines, mitigation and penalties shall be the obligation of the Lessee.

2. The remaining terms of the Lease, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and the Lessee have hereunto set their hands and seals, as of the day and year above written.

(Seal)

ATTEST: DANNY L. KOLHAGE, CLERK

LESSOR: MONROE COUNTY

Deputy Clerk

By: _____
Mayor

Signed, Sealed and Delivered
in the presence of two witnesses:

LESSEE:
SEA GRAPE APARTMENTS, LTD.

Printed Name _____

By: _____
Lloyd J. Boggio, President
For TCG SEA GRAPE, LLC, General
Partner

Printed Name _____
(as to Lessee)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Lloyd J. Boggio, as President of and for TCG Sea Grape, LLC, a Florida limited liability company, the general partner of Sea Grape Apartments, Ltd., a Florida limited partnership, on behalf of both entities, who is [] personally known to me, or who [] has produced a _____ drivers license as identification.

Notary Public

Print Name: _____

My Commission expires:

Seal

