

**STATE OF FLORIDA  
FLORIDA HOUSING FINANCE CORPORATION**

MHP FL IX LLLP,

Petitioner,

FHFC Case No. 2023-071BP  
DOAH Case No. 23-4043BID

v.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

AMBAR STATION, LTD and  
SP MARSH, LLC,

Intervenors.

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**FINAL ORDER**

This cause came before the Board of Directors of the Florida Housing Finance Corporation (“Board”) for consideration and final agency action on December 15, 2023. Petitioner MHP FL IX LLLP (“MHP” or “Petitioner”) and Intervenors Ambar Station LTD. (“Ambar”) and SP Marsh LLC (“SP Marsh”) (collectively, “Intervenors”) were applicants under RFA 2023-205: SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits (the “RFA”).

At the September 8, 2023, Board meeting, 15 applicants, including Ambar, were preliminarily recommended for funding under the terms of the RFA. MHP and

FILED WITH THE CLERK OF THE FLORIDA  
HOUSING FINANCE CORPORATION

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SP Marsh were deemed eligible for funding but, according to the funding selection process outlined in the RFA, were not selected for funding. The Petitioners timely filed notices of intent to protest, followed by formal written protests, and the Intervenor timely intervened. The matter was then referred to the Division of Administrative Hearings (“DOAH”).

To reduce the risk and cost associated with litigation and to allow all developments to expeditiously move forward into underwriting, on November 2, 2023, prior to the hearing, MHP, MJHS FL South Parcel, Ltd. (“MJHS”), and Florida Housing entered a Settlement Agreement. A copy of the Settlement Agreement has been attached hereto as **Exhibit A**. Under the terms of the Settlement Agreement, MHP agreed to voluntarily dismiss its petition. In return, Florida Housing agreed to recommend the following to this Board:

(1) MJHS be allowed to withdraw its preliminarily funded Garden House Development Application No. 2024-006S without any prohibitions, limitations, point reductions, or penalties under the RFA for withdrawing an application at this point in the application process.

(2) To perform the funding selection process outlined in Section Five of the RFA without MJHS’s withdrawn Application No. 2024-006S.

The result of the foregoing is the selection of MHP’s application for funding under the terms of the RFA. The remainder of the preliminarily awarded applications

in the RFA remain unchanged with one exception: the remaining balance of \$2,377,523 in available SAIL funding is not enough to fund Yaeger Plaza Application No. 2023-012SN, the last Application preliminarily awarded for funding by the Board on September 8, 2023.

Staff has identified \$1,372,477 of available funding that staff recommends adding to the remaining balance of SAIL to fund the highest-ranking eligible unfunded Family Application that can be fully funded. The addition of this funding results in the funding of Yaeger Plaza Application No. 2023-012SN.

### **ORDER**

In accordance with the foregoing, it is hereby **ORDERED**:

i. Any prohibitions, limitations, point reductions, or penalties under the RFA for withdrawing an application be waived to allow the withdrawal of MJHS FL South Parcel, Ltd. Application No. 2024-006S, and the selection process outlined in Section Five of the RFA shall be performed without MJHS FL South Parcel, Ltd. Application No. 2024-006S.

ii. \$1,372,477 of staff-identified available funding be added to the RFA to fund the highest-ranking eligible unfunded Family Application that can be fully funded.

**DONE and ORDERED** this 15th day of December, 2023.



FLORIDA HOUSING FINANCE  
CORPORATION

By: \_\_\_\_\_

Chair

Copies to:

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## **NOTICE OF RIGHT TO JUDICIAL REVIEW**

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW PURSUANT TO SECTION 120.68, FLORIDA STATUTES. REVIEW PROCEEDINGS ARE GOVERNED BY THE FLORIDA RULES OF APPELLATE PROCEDURE. SUCH PROCEEDINGS ARE COMMENCED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF THE FLORIDA HOUSING FINANCE CORPORATION, 227 NORTH BRONOUGH STREET, SUITE 5000, TALLAHASSEE, FLORIDA 32301-1329, AND A SECOND COPY, ACCOMPANIED BY THE FILING FEES PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL, FIRST DISTRICT, 2000 DRAYTON DRIVE, TALLAHASSEE, FLORIDA 32399-0950, OR IN THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE PARTY RESIDES. THE NOTICE OF APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

MHP FL IX LLLP,

Petitioner,

Case No. 23-4043BID

v.

FLORIDA HOUSING FINANCE CORPORATION,

Respondent,

AMBAR STATION, LTD and SP MARSH,  
LLC,

Intervenors.

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**SETTLEMENT AGREEMENT**

IT IS HEREBY AGREED and STIPULATED by and between MHP FL IX LLLP (“MHP” or the “Petitioner”) and the Florida Housing Finance Corporation (“Florida Housing” or “Respondent”), that:

1. Florida Housing issued RFA 2023-205 (the “RFA”), on July 5, 2023, seeking applicants for SAIL Financing of Affordable Multifamily Housing Developments To Be Used In Conjunction With Tax-Exempt Bond Financing and Non-Competitive Housing Credits. The deadline to submit applications in response to the RFA was August 3, 2023.
2. MHP FL IX LLLP filed Application No. 2024-036S in response to the RFA for its Southpointe Vista II development. This application was found eligible for funding but was not preliminarily selected by Florida Housing for funding.
3. MJHS FL South Parcel, Ltd. (“MJHS”) filed Application No. 2024-006S in response to the RFA for its Garden House development. This application was found eligible for

funding and was preliminarily selected by Florida Housing for funding.

4. MHP filed a Written Protest and Petition for Formal Administrative Proceedings (“Petition”) challenging Florida Housing’s preliminary decision to also fund the Ambar Station development proposed by Ambar Station, Ltd., in Application No. 2024-035S, identified as DOAH Case No. 2023-4043BID

5. MHP and Florida Housing agree that if MJHS’ Application No. 2024-006S for the Garden House development is withdrawn, then MHP’s Application No. 2024-036S for the Southpointe Vista II development would be funded under the terms of the RFA.

6. MHP agrees to voluntarily dismiss its Petition challenging the Ambar Station Application No. 2024-035S within one day of the final signature to this Settlement Agreement.

7. MJHS agrees to withdraw the Garden House Application No. 2024-006S, effective upon the Florida Housing’s Board of Directors adoption and approval of this Settlement Agreement.

8. Following the dismissal of MHP’s challenge to Ambar Station’s Application No. 2024-035S in DOAH Case No. 2023-4043BID, Florida Housing agrees to recommend to its Board to perform the funding selection process outlined in Section Five of the RFA without Garden House Application No. 2024-006S. If approved by Florida Housing’s Board, the result will be a selection of the Southpointe Vista II Application No. 2024-036S for funding under the terms of the RFA. If approved, the remainder of the preliminarily awarded applications in the RFA will remain unchanged with one exception: Although there is a balance of \$2,377,523 in SAIL funding available, it would not be enough to fund the last Application preliminarily awarded for funding by the Board on September 8, 2023, Yaeger Plaza Application No. 2023-012SN.

9. Florida Housing has identified an additional \$1,372,477 of available funding that it will recommend to its Board be added to the remaining balance of SAIL to fund the highest-

ranking eligible unfunded Family Application that can be fully funded. The only Family Application that can be fully funded with this additional funding is Yaeger Plaza. MHP and Florida Housing agree that, with Board approval of the additional \$1,372,477 of funding, the remainder of the preliminarily awarded applications in the RFA will remain unchanged.

10. Notwithstanding sections 4.A.3.b.(3)(b), 4.A.3.b.(3)(b)(ii)(A), and 4.A.3.b.(3)(c) of the RFA, MHP and Florida Housing agree that neither MHP nor MJHS will be assessed any prohibition, priority 1 application limitation, point reduction, or other penalties in future procurements due to the withdrawal of the Garden House Application No. 2024-006S.

11. MHP and Florida Housing understand that Florida Housing's funding decision is subject to final agency action by Florida Housing's Board of Directors. The failure of Florida Housing's Board of Directors to approve, or take the staff recommended action on, any of the recommendations agreed upon in this Settlement Agreement shall not be considered a breach of this Settlement Agreement.

12. MHP, MJHS, and Florida Housing agree to the terms of this Settlement Agreement in order to avoid the time, expense, and uncertainty of further litigation.

13. This Settlement Agreement contains and incorporates the entire understandings and agreements of the parties.

14. This Settlement Agreement supersedes any prior oral or written agreement between the parties.

15. This Settlement Agreement shall be binding on all parties and shall become effective on the date upon which it is fully executed by all parties hereto.

16. This Settlement Agreement shall not be amended except in writing. Any attempted assignment of this Agreement shall be void.



17. If either MHP, MJHS, or Florida Housing breach this Settlement Agreement, the prevailing party, in any action brought to enforce the Agreement's terms shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party or parties.

18. The parties agree that any action to enforce the terms of this Settlement Agreement will be brought in the Circuit Court for the Second Judicial Circuit in Leon County, Florida.

19. All parties shall be responsible for their own costs and attorney's fees incurred in this matter.

20. The undersigned have read and understand this Settlement Agreement and have the authority to bind their respective principals to the terms herein.

21. All parties agree that a facsimile signature suffices for an original signature.

Executed on the 2nd day of November 2023:



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