

**STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

MHP FL VIII LLLP,

Petitioner,

FHFC Case No.

RFA No. 2020-205

App. No. 2021-266BSN

v.

FLORIDA HOUSING FINANCE
CORPORATION

Respondent.

**MHP FL VIII LLLP'S
SECOND AMENDED FORMAL WRITTEN PROTEST AND
PETITION FOR FORMAL ADMINISTRATIVE PROCEEDINGS**

MHP FL VIII LLLP's ("MHP") petitions to protest a procurement decision made by the Florida Housing Finance Corporation ("FHFC" or "Florida Housing"). Florida Housing issued Request for Applications 2020-205 to solicit proposals for financing of affordable multifamily housing developments. MHP submitted an application in response to the RFA but was not selected for award. MHP previously filed a Formal Written Protest and Petition for Formal Administrative Proceedings. MHP now files this Amended Formal Written Protest and Petition for Formal Administrative Proceedings in order to contest Florida Housing's preliminary decision to award financing to applicants other than MHP. Support for this Petition follows:

The Parties and the RFA

1. The agency affected by this protest is the Florida Housing Finance Corporation ("Florida Housing"). Florida Housing's address is 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329.

2. Florida Housing is a public corporation created by section 420.504, Florida Statutes, to administer the governmental function of financing or refinancing affordable housing. Florida Housing's statutory authority and mandates are found in Part V, Chapter 420, Florida Statutes. *See* §§ 420.501- 420.55, Fla. Stat.

3. Florida Housing administers competitive solicitations to make and service mortgage loans for new construction or rehabilitation of affordable housing through several programs, including the State Apartment Incentive Loan (SAIL) Program. *See* ch. 67-60, Fla. Admin. Code.

4. Florida Housing published Request for Applications No. 2020-205 (the "RFA") in order to solicit proposals for the development of affordable housing for Families and for the Elderly using SAIL Program funding as gap funding in conjunction with Tax-Exempt Bond Financing, Non-Competitive Housing Credits, and National Housing Trust Funds.

5. Through the RFA, Florida Housing announced that it expected to offer an estimated \$88,959,045 comprised of a part of the Family and Elderly demographic portion of SAIL funding approved by the 2020 Florida Legislature.

6. MHP is a Florida limited partnership in the business of providing affordable housing. MHP is located at 601 Brickell Key Drive, Suite 700, Miami, Florida 33131. For purposes of this proceeding, MHP's address, telephone number and email address are those of its undersigned counsel.

7. MHP submitted a proposal in response to the RFA, Application No. 2021-266BSN, as did several other applicants.

8. MHP's Application was fully responsive to the requirements of the RFA but was not selected for funding.

9. Applications filed by Fulham Terrace, Ltd. (“Fulham Terrace”), and Quiet Meadows, LTD (“Quiet Meadows”) were all selected for funding, as were other applicants.

10. As set forth below, the Applications filed by Fulham Terrace and Quiet Meadows failed to satisfy material requirements of the RFA, or were deemed to be eligible for certain preferences for which the Applications did not qualify.

Notice and Authority for Petition

11. On October 15, 2020, Florida Housing issued the RFA.

12. On October 21, November 3, and November 9, Florida Housing modified the RFA.

13. Applications in response to the RFA were due November 18, 2020.

14. Florida Housing received ninety (90) applications in response to the RFA.

15. MHP is a responsible applicant that filed an application that was fully responsive to the material requirements of the RFA. MHP was deemed eligible for funding by Florida Housing, but was not selected for financing.

16. MHP received notice of Florida Housing’s preliminary RFA scoring and ranking through electronic posting on January 22, 2021 at 2:55 p.m. A copy of the Notice posted on Florida Housing’s website is attached as Exhibit “A”.

17. On January 27, 2021, MHP timely filed its Notice of Intent to Protest, attached as Exhibit “B”.

18. MHP’s First Protest and Petition was timely filed on February 8, 2021, pursuant to Sections 120.569, 120.57(1) and 120.57(3), Florida Statutes, and Florida Administrative Code Chapters 28-110, 67-48, and 67-60.

19. MHP now files its Amended Formal Written Protest and Petition for Formal Administrative Proceedings.

20. Pursuant to Florida Administrative Code Rule 67-60.009(5), no bond is required for this protest.

RFA 2020-205 Goals and Criteria

21. The RFA sought proposals for affordable housing that would serve Families or the Elderly. The RFA also announced certain preferences, including preferences for proposals that met the needs of Veterans and Applicants that were “Self-Sourced.”¹

22. The RFA provided the following funding goals:

- Two Elderly, New Construction Applications located in a Large County, with a preference for at least one Application that qualifies for the Veteran’s Preference.
- Three Family, New Construction Applications located in a Large County, with a preference that at least two Applications are from Self-Sourced Applicants.
- One Elderly, New Construction Application located in a Medium County, with a preference for Applications that qualify for the Veteran’s Preference.
- Two Family, New Construction Applications located in a Medium County, with a preference that at least one Application is from a Self-Sourced Applicant.

See RFA § 5, B.3.

Requirement to Submit Responsive Applications

23. The RFA contained instructions regarding what must be provided in each responsive application. In order to be selected for funding, Applications were required to meet Eligibility Requirements. *See* § 5, A.1.

24. Eligibility items included the selection of a demographic category (Family or Elderly).

¹ “Self-Sourced” meant the Applicant would be funded by self-sourced permanent financing in the amount that at least half of the Applicant’s request for SAIL funding, or \$1 million, whichever is greater. *See* RFA, § 4, A.3.a.(1)(b).

25. Each applicant was also required to identify the location of its proposed development, and identify whether the location was in a small, a medium, or a large county, and evidence of site control, meaning a demonstration that the applicant controlled the land on which it proposed to construct affordable housing.

26. Each type of application had certain portions eligible for scoring and portions eligible for funding preferences. For example, an application was eligible to earn “proximity points” based on the distance between the development and points of interest to consumers, including community services such as medical facilities and pharmacies.

27. Once deemed eligible, Applications were then scored by a committee of Florida Housing, using scoring guidelines contained within the RFA.

Application Sorting Order

28. The RFA then provided a sorting order in order to select applicants for funding. The RFA provided that the highest scoring Applications would be determined by first sorting all eligible Applications from highest score to lowest score, with any scores that are tied separated in the following order:

- a. By the Application’s eligibility for the Per Unit Construction Funding Preference (which is outlined in Section Four A.11.d. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
- b. Next, by the Application’s Leveraging Level number (which is outlined in Item 3. of Exhibit C) with Applications that have a lower Leveraging Level number listed above Applications that have a higher Leveraging Level number; Complete RFA reflecting 11-3-20 and 11-9-20 modifications;
- c. By the Application’s eligibility for the Proximity Funding Preference (which is outlined in Section Four A.5.e. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
- d. By the Application’s eligibility for the Grocery Store Funding Preference (which is outlined in Section Four A.5.e. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the

preference;

- e. Next, by the Application's eligibility for the Community Service Preference which is outlined in Section Four A.5.e. of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- f. By the Application's eligibility for the Florida Job Creation Funding Preference which is outlined in Item 4 of Exhibit C of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference); and
- g. By lottery number, resulting in the lowest lottery number receiving preference.

See RFA § 5, B.4.a.-g.

Funding Selection Process

29. The RFA mandated a Funding Selection process for the selection of seven Medium and Large County, New Construction Applications. *See RFA, § 5, B.5.*

30. The first application was to be awarded to the highest ranking Application located in Miami-Dade or Broward County, regardless of whether the Application would serve the Family or Elderly demographic or other preferences.

31. The second Application was dependent on the first award. If the first award was for Miami-Dade Elderly, then the second award would go to a Broward Application for Family housing, with a preference awarded to a Self-Sourced Application. If the first award went to an Elderly Application in Broward, then the second award would go to a Family Application in Miami-Dade, again with a preference for Self-Sourced Applications. The RFA's Funding Selection Process went on to specify that if the first award was for Family demographic in Miami-Dade, then the second award would go to a Broward Application that either: (i) is for the Elderly and qualifies for a Veteran's preference; or (ii) is a Family Application with a preference for Self-Sourced Applications. Finally, if the first award went to a Family Application in Broward, then the second award would be made to a Miami-Dade Application that either: (i) is Elderly and

qualifies for the Veteran’s preference; or (ii) is a Family Application that qualifies for Self-Sourced financing.

32. The RFA’s Selection process goes on to describe which applications should be selected for funding for other goals, including two Elderly and Family Applications for new construction in large and medium counties. The complete Funding Selection Process from the RFA is set forth in Exhibit “C” to this Petition.

Review Committee Scoring and Selections

33. Appointed committee members from Florida Housing independently evaluated and scored their assigned portions of the submitted applications based on mandatory and scored items. The Selection Process was carried out by the members of the Review Committee at a public meeting held January 22, 2021.

34. The following applications were selected by the Review Committee for funding:

2021-216SN	Quiet Meadows	Palm Beach	L	E, Non- ALF
2021-252SN	Fulham Terrace	Hillsborough	L	E, Non- ALF

2021-221S	Cutler Manor II	Miami-Dade	L	F
2021-199BSN	University Station	Broward	L	F
2021-244BS	Princeton Crossings	Miami-Dade	L	F

2021-246BS	Cadenza at Hacienda Lakes	Collier	M	E, Non- ALF
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2021-258S	Nathan Ridge	Clay	M	F
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2021-222BS	St. Peter Claver Place Phase I	Lee	M	F
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Small County Application(s)

2021-209BS*	Sweetwater Apartments Phase II	Columbia	S	F
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Medium County Application(s)

2021-251BS	The Willows	Saint Lucie	M	E, Non-ALF
2021-206BS	Rosewood Pointe	Osceola	M	F
2021-255SN	Somerset Landings	Seminole	M	F

Large County Application(s)

2021-245BS	Stadium Towers	Miami-Dade	L	F
2021-203BSN	Fern Grove Apartments	Orange	L	E, Non-ALF
2021-212BSN	Tallman Pines - Phase I	Broward	L	F
2021-269SN	Southwick Commons	Orange	L	F
2021-225S	Island Cove Apartments	Palm Beach	L	F

35. However, two of the Applications selected for funding did not meet the eligibility requirements of the RFA or failed to qualify for preferences they were awarded. The Applications of Quiet Meadows, LTD. and Fulham Terrace, Ltd. should not have been selected for funding.

Quiet Meadows Failed to Demonstrate Site Control

36. Quiet Meadows also submitted an Application in response to the RFA. Quiet Meadows proposed construction of 132 apartments for the Elderly in Palm Beach County.

37. Like all applicants, Quiet Meadows was required to demonstrate site control as a mandatory requirement of the RFA. *See* RFA § 4.A.7, and § 5.A.1. The failure to demonstrate site control would render Quiet Meadows' Application ineligible for selection and funding.

38. Quiet Meadows Application failed to demonstrate site control in the manner required by the RFA.

39. At Attachment 8 of its Application (attached as Exhibit "D" to this Petition), Quiet Meadows identifies a contract between McCurdy Senior Housing Corporation ("McCurdy") and the City of Belle Glade to sell property (located at 350 S.W. 10th Street in Belle Glade) to McCurdy, dated February 11, 2019. Quiet Meadows' Application also includes another Agreement between McCurdy and McCurdy Center, Ltd. ("McCurdy Center") to sell tracts of land identified as Tracts C, D, and F of the Plat of BELLE GLADE ALF to McCurdy. Quiet Meadows' documentation of site control also includes an Assignment of those Purchase Contracts from McCurdy to the Applicant, Quiet Meadows, Ltd., dated December 1, 2019.

40. Thus, Quiet Meadows provided 3 site control documents in Attachment 8 to its Application: (1) Assignment of Purchase Contracts; (2) Contract for Sale & Purchase of a property described as "Property Control No. 04-37-43-31-01-028-0020" ; and (3) Contract for Sale & Purchase of properties described as Tracts C, D, and F of the attached plat.


41. Section 3.a. of the Contract for the property described as Property Control No. 04-37-43-31-01-028-0020 included the following term:

3. **CLOSING, EXPENSES AND POSSESSION:** The CITY's obligation to close this sale is conditioned upon approval by the City Commission. The CITY will deliver possession of the Property to the BUYER at Closing, at which time the BUYER shall pay the balance of the purchase price. The following are additional details of the Closing:


a. **Time and Place:** The Closing shall take place either (1) within two (2) years after the date this Contract is last executed, contingent upon the current tenant, the Boys and Girls Clubs of Palm Beach County, Inc. ("Tenant"), vacating the Property within those two years; or (2) within sixty (60) days of the Tenant receiving a certificate of occupancy on its new location at 1101 Dr. Martin Luther King, Jr. Blvd. W., Belle Glade (PCN: 04-37-43-31-01-028-0030) provided Tenant has vacated the Property, whichever occurs first. In either case, the Closing is also contingent upon the expiration, termination or surrender of the CITY's lease with the Tenant, dated November 12, 2002 ("Club Lease"). The Closing shall take place at a time and location of mutual agreement among the CITY and the BUYER and BUYER'S lender:

42. According to this term, this Contract has a term that expires no later than two years after the date the Contract was last executed on February 11, 2019. Thus, the Contract expires by its own terms on February 11, 2021.

43. Notably, this contract for the purchase of property described as Property Control No. 04-37-43-31-01-028-0020 was signed by the Buyer and the Seller, but the Seller neglected to provide the date of their signature. The Buyer's signature was dated February 11, 2019.

SELLER
CITY OF BELLE GLADE, a
Municipal corporation created and existing
Under the laws of the State of Florida
By: 
MAYOR STEVE B. WILSON

Date: _____, 2019

(OFFICIAL SEAL)
ATTEST: 
By: DEBRA R. BUFF, MMJ, CITY CLERK

44. Setting aside questions regarding whether the undated signature is sufficient to enforce a valid contract, it is clear that the contract expires on February 11, 2021.

45. However, the RFA requires that eligible contracts must have a term that does not expire before May 31, 2021, or contains extension options solely dependent on additional payment. See RFA § 4.A.7.a.(1)(a).

46. In order to be deemed eligible, Section 4.A.7.a.(1)(a) of the RFA requires that any contract to purchase property for development must have a term that does not expire before May 31, 2021:

- (1) An eligible contract must meet all of the following conditions:
 - (a) It must have a term that does not expire before May 31, 2021 or that contains extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than May 31, 2021.
 - (b) It must specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance;
 - (c) The Applicant must be the buyer unless there is an assignment of the eligible contract, signed by the assignor and the assignee, which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant; and
 - (d) The owner of the subject property must be the seller, or is a party to one or more intermediate contracts, agreements, assignments, options, or conveyances between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to sell the property to the seller. Any intermediate contract must meet the criteria for an eligible contract in (a) and (b) above.

See RFA, § 4.A.7.(1)(a).

47. Because the contract between McCurdy and The City of Belle Glade offered by Quiet Meadows' Application expires prior to May 31, 2021 and there is no evidence of any extensions, Quiet Meadows site control documentation fails to meet the requirements of the RFA. See RFA § 4.A.7. Without documentation of site control, Quiet Meadows is ineligible for selection or funding. See RFA § 5.a.1.

48. Additionally, Quiet Meadows failed to include an intermediate agreement for the purchase of its intended property. According to Section 3.a. of the Contract for property described as Property Control No. 04-37-43-31-01-028-0020, the Closing is “contingent upon the current tenant, the Boys and Girls Clubs of Palm Beach County, Inc. (“Tenant”) vacating the Property.”

49. Quiet Meadows’ Application did not include the City of Belle Glades’ lease with the Boys and Girls Club, dated November 12, 2002 (“Club Lease”). Without it, it is impossible to know the term of the lease and whether or not the Seller has the exclusive right to terminate the lease.

50. Finally, according to Section 14 of the same Contract, the Buyer may assign the Contract with the prior written consent of the City. The applicant did not provide any such consents within the Quiet Meadows Application. If the Seller, the City of Belle Glade, never gave written consent, the Assignment would be deemed invalid.

51. Quiet Meadows attempted to demonstrate site control through contracts for several parcels of property. However, those contracts fail to meet the mandatory requirements of the RFA. See RFA § 4.A.7.a.

52. The failure to demonstrate site control renders Quiet Meadows’ Application ineligible for selection and funding. See RFA § 5.A.1.

Quiet Meadows Failed to Achieve Minimum Transit Service Points

53. Like all applicants that were not eligible for the PHA or RD Proximity Point Boost, Quiet Meadows was required to achieve a minimum of 2 Transit Service Points to be eligible for funding. The failure to achieve a minimum of 2 Transit Service Points would render Quiet Meadows’ Application ineligible for selection and funding. See RFA § 4.A.5.e. p 25 of 181, and § 5.A.1., p 85-86 of 181.

54. Under the RFA, an applicant was entitled to six (6) Transit Service Points for three (3) Public Bus Stops located within 0.30 miles of the Development Location Point. *See* RFA Exh. C, 2.a., Transit Scoring Chart, p. 127 of 181.

55. The RFA defined what was meant by a “public bus stop”:

“Public Bus Stop” A fixed location at which passengers may access one or two routes of public transportation via buses. The Public Bus Stop must must service at least one bus route that either (i) has scheduled stops at least hourly during the times of 7am to 9am and also *during the times of 4pm to 6pm* Monday through Friday, excluding holidays, on a year-round basis; or (ii) has the *following number of scheduled stops within a 24 hour period*, Monday through Friday, excluding holidays, on a year-round basis, for the applicable county size;

...
Large Counties: *18 scheduled stops*”.

See RFA, Ex. B, Definition, p. 117 of 181 (emphasis added).

56. Quiet Meadows identified three (3) Public Bus Stops in the Transit Service table in Exhibit A of its application (attached as Exhibit “E” to this Petition), all of which were located within 0.3 miles of its Development Location Point. The coordinates for Public Bus Stop 2 located at 26.682336 and -80.677780 correspond with a bus stop near the northeast corner of Southwest Martin Luther King Boulevard and Southwest 10th Street, PalmTran Bus Stop ID 5041. However, contrary to the RFA, this bus stop does not qualify as a Public Bus Stop as defined in the RFA because (i) it only serves one bus route, Route 47 Northbound, that does not stop hourly during the times of 4pm to 6pm Monday through Friday and (ii) does not have at least 18 scheduled stops within a 24 hour period, Monday through Friday. A copy of the bus route schedule for Route 47 Northbound at Bus Stop 5041 is attached as Exhibit “F”.

57. The coordinates for Public Bus Stop 3 located at 26.682176 and -80.678247 correspond with a bus stop near the southwest corner of Southwest Martin Luther King Boulevard and Southwest 10th Street, PalmTran Bus Stop ID 5068. However, contrary to the RFA, this bus

stop does not qualify as a Public Bus Stop as defined in the RFA because (i) it only serves one bus route, Route 47 Southbound, that does not stop hourly during the times of 4pm to 6pm Monday through Friday and (ii) does not have at least 18 scheduled stops within a 24 hour period, Monday through Friday. A copy of the bus route schedule for Route 47 Southbound at Bus Stop 5068 is attached as Exhibit “G.”

58. The coordinates for Public Bus Stop 1 located at 26.683591 and -80.679125 do not correspond with any bus stop established or approved by a Local Government department that manages public transportation. A copy of the PalmTran bus stop map reflecting all of its bus stops within the surrounding areas of Quiet Meadows’ Development Location Point is attached as Exhibit “H”.

59. Thus, Quiet Meadows was not entitled to any Transit Service Points for the identified bus stops because Public Bus Stop 2 and Public Bus Stop 3 do not meet the definition of Public Bus Stop as stated in Exhibit B of the RFA and there is no bus stop at the location identified as Public Bus Stop 1.

60. Quiet Meadows should have been deemed ineligible for its failure to achieve a minimum of 2 Transit Service Points.

The Grocery Store Identified by Quiet Meadows Did Not Qualify for Proximity Points

61. As part of its application, Quiet Meadows identified Alabama Georgia Grocery located at 748 Dr. M.L.K. Jr Blvd W, Belle Glade, FL 33430, as a nearby Grocery Store. If the Grocery Store qualified as one within the meaning of the RFA, it would entitle Quiet Meadows to four (4) proximity points. *See* RFA Exh. C, 2.b., Transit Scoring Chart, p. 128 of 181.

62. Per the RFA, a Grocery Store is defined, in relevant part, as “[a] *retail food store consisting of 4,500 square feet or more of contiguous air-conditioned space available to the*

public, that has been issued a *food permit, current and in force* as of the dates outlined below, issued by Florida Department of Agriculture and Consumer Service (FDACS) *which designates the store as a Grocery Store or Supermarket* within the meaning of those terms for purposes of FDACS-issued food permits.” See RFA, Ex. B, Definitions, p. 116 of 181.

63. Alabama Georgia Grocery does not satisfy this definition because (i) the grocery store did not have a current and in force food permit issued by FDACS as of the date that is 6 months prior to the Application Deadline and (ii) the grocery store is not designated as a Grocery Store or Supermarket within the meaning of those terms for purposes of FDACS-issued food permits. Rather, Alabama Georgia Grocery is designated as “Convenience Store Significant FS AND/OR Packaged Ice” according to FDACS. A copy of the relevant FDACS Food Safety Inspection Report dated December 28, 2020 is attached as Exhibit “T”.

64. Further, Alabama Georgia Grocery does not satisfy this definition as the grocery store does not occupy “4,500 square feet or more of contiguous air-conditioned space available to the public.” The building only contains, at most, 2,400 square feet of contiguous air-conditioned space available to the public, which is classified as “Convenience Store” according to the Palm Beach County Property Appraiser.

65. Consequently, Quiet Meadows should not have received any proximity points for its purported Grocery Store.

Quiet Meadows Failed to Achieve Minimum Total Proximity Points

66. All applicants under the RFA are required to achieve a minimum of 10.5 total proximity points to be eligible for funding. See RFA § 4.A.5.e. p 25 of 181, and § 5.A.1., p 85-86 of 181.

67. In light of the previous statements regarding Quiet Meadows Transit Service and Grocery Store deficiencies, Quiet Meadows should have only been awarded 10 proximity points. Thus, Quiet Meadows should have been deemed ineligible for funding.

Quiet Meadows Failed to Meet Eligibility Requirements – Bond Request

68. The RFA requires that if Applicants are using County HFA-issued Tax-Exempt Bonds as a source of funding that they must, provide a letter from the entity issuing the Tax-Exempt Bonds that, among other things, “confirms that the Applicant has submitted an application for Tax-Exempt Bonds for the Development proposed in this RFA.” RFA at pp. 68-69.

69. The letter submitted from Executive Director of the Housing Finance Authority of Palm Beach County confirms that Quiet Meadows, LLC has applied for Tax Exempt Bonds. Quiet Meadows, LLC, however, is not the Applicant but rather the general partner of the Applicant, Quiet Meadows, Ltd. A true and correct copy of the letter from the Housing Financing Authority of Palm Beach County is attached hereto as Exhibit “J.”

70. The issuance and use of tax-exempt bonds is fundamental and critical to the award of 4% housing credits and competitive SAIL funding awarded under the RFA. To qualify for 4% housing credits under Section 42 of the Internal Revenue Code, the Applicant entity must be the recipient/borrower of the tax-exempt bonds. If the general partner is the borrower of the tax-exempt bonds the development will not qualify for housing credits. The distinction is material and cannot be considered a minor irregularity.

71. Quiet Meadows should be deemed ineligible for failing to satisfy an Eligibility Item which requires applicants to provide Applicant’s MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds). RFA at p. 87.

72. Additionally, since the letter failed to meet the requirements of the RFA, the tax-exempt bonds described within the letter should not be counted or included as source on the Development Cost Pro Forma leaving a construction funding shortfall. This error is not a minor irregularity that can be waived.

Quiet Meadows' Invalid Financing Proposal

73. The RFA requires that applicants provide documentation of all Non-Corporation Funding Proposals to be counted as a source on the Development Cost Pro Forma. RFA at p. 71. “Financing proposal documentation, regardless of whether the documentation is in the form of a commitment, proposal, term sheet, or letter of intent, **must** meet the following criteria.

74. Each financing proposal shall contain:

- Amount of the construction loan, if applicable;
- Amount of the permanent loan, if applicable;
- Specific reference to the Applicant as the borrower or direct recipient; and
- Signature of lender.

RFA at p. 72.

75. The Applicant included a letter from R4 Capital Funding which was addressed to Joseph Glucksman, McCurdy Senior Housing Corporation (the “R4 Capital letter”). The R4 Capital letter fails to mention the Applicant, Quiet Meadows, Ltd., or make any specific reference to the Applicant as the borrower or direct recipient. A true and correct copy of the R4 Capital Letter is attached hereto as Exhibit “K”.

76. All Applicants must complete the Development Cost Pro Forma listing the anticipated expenses or uses, the Detail/Explanation Sheet, if applicable, and the Construction or Rehab Analysis and Permanent Analysis listing the anticipated sources(both Corporation and non-

Corporation funding). The sources must equal or exceed the uses. During the scoring process, if a funding source is not considered and/or if the Applicant's funding Request Amount is adjusted, this may result in a funding shortfall. If the Applicant has a funding shortfall, it **will be ineligible for funding**.

77. The R4 Capital letter does not meet the mandatory requirements of the RFA. Thus, the bonds described within the letter should not be counted or included as a source on the Development Cost Pro Forma resulting in both a construction funding shortfall and permanent funding shortfall. This error is not a minor irregularity that can be waived.

78. Exclusive of the lack of any reference to the Applicant, there is no way to demonstrate that the R4 Capital Letter pertains to the Quiet Meadows Development Site. The only references to specific locations in the R4 Capital Letter are (i) "Quiet Meadows, Belle Glade, FL" and (ii) "306 SW 10th Street, Belle Glade, FL 33430". Reference (i) includes no specific address and thus, cannot be relied upon to determine the location of the Development Site with any specificity. Reference (ii) provides an address which is inconsistent with Quiet Meadows' (a) address of Development Site in Exhibit A of its application, (b) Development Location Point, (c) contracts for purchase and sale of property in Attachment 8, (d) zoning verification form in Attachment 9, (e) verification of water availability in Attachment 10, and (f) verification of sewer availability in Attachment 11. Thus, it cannot be demonstrated that the R4 Capital Letter pertains to the Applicant or Development Site.

Quiet Meadows' Invalid Equity Proposal

79. The RFA requires applicants to include a copy of the Housing Credit equity proposal within their application. The RFA provides in pertinent part:

For purposes of this RFA, to be counted as a source, an equity proposal . . . **must** meet the requirements set out below:

(ii) If syndicating/selling the Housing Credits, the **Housing Credit equity proposal must** meet the following criteria:

- Be executed by the equity provider;
- Include specific reference to the Applicant as the beneficiary of the equity proceeds;
- State the proposed amount of equity to be paid prior to construction completion;
- State the anticipated Housing Credit Request Amount;
- State the anticipated dollar amount of Housing Credit allocation to be purchased; and
- State the anticipated total amount of equity to be provided.

RFA at p. 67 (emphasis added).

80. The Applicant submitted an equity letter from CREA (the “CREA Letter”) addressed to Joseph Glucksman, McCurdy Senior Housing Corporation. The letter fails to include a specific reference to the Applicant as the beneficiary of the equity proceeds.² A true and accurate copy of the correspondence is attached hereto as Exhibit “L”. This error is not a minor irregularity that can be waived.

81. Exclusive of the lack of any reference to the Applicant, there is no way to demonstrate that the CREA Letter pertains to the Quiet Meadows Development Site. The only references to specific locations in the CREA Letter is “306 SW 10th Street, Belle Glade, FL 33430”. This address is inconsistent with Quiet Meadows’ (a) address of Development Site in Exhibit A of its application, (b) Development Location Point, (c) contracts for purchase and sale of property in Attachment 8, (d) zoning verification form in Attachment 9, (e) verification of water availability

² There is a reference to “Quiet Meadows Limited Partnership,” however, there is no mention of the Applicant Quiet Meadows, Ltd., as the beneficiary of the equity proceeds.

in Attachment 10, and (f) verification of sewer availability in Attachment 11. Thus, it cannot be demonstrated that the CREA Letter pertains to the Applicant or Development Site.

82. All Applicants must complete the Development Cost Pro Forma listing the anticipated expenses or uses, the Detail/Explanation Sheet, if applicable, and the Construction or Rehab Analysis and Permanent Analysis listing the anticipated sources(both Corporation and non-Corporation funding).The sources must equal or exceed the uses. During the scoring process, if a funding source is not considered and/or if the Applicant’s funding Request Amount is adjusted, this may result in a funding shortfall. If the Applicant has a funding shortfall, it **will be ineligible for funding**. RFA at pp. 75-76.

Quiet Meadows Principals Disclosure Deficiencies

83. Quiet Meadows also failed to properly disclose certain officers and directors of the Palm Beach County Housing Authority (“PBCHA”) as of the application deadline.

84. As it relates to principals disclosure, the RFA provides in pertinent part:

c. Principals Disclosure for the Applicant and for each Developer (**5 points**)

(1) Eligibility Requirements

To meet the submission requirements, upload the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) (“Principals Disclosure Form”) as outlined in Section Three above. Prior versions of the Principal Disclosure Form will not be accepted.

To meet eligibility requirements, the Principals Disclosure Form must identify, pursuant to subsections 67-48.002(94), 67-48.0075(8) and 67-48.0075(9), F.A.C., the Principals of the Applicant and Developer(s) as of the Application Deadline. A Principals Disclosure Form should not include, for any organizational structure, any type of entity that is not specifically included in the Rule definition of Principals.

The investor limited partner of an Applicant limited partnership or the investor member of an Applicant limited liability company must be identified on the Principal Disclosure Form.

RFA at p. 15.

85. Florida Administrative Code Rule 67-48.002(94) defines “Principal” as follows:

(94) “Principal” means:

(a) For a corporation, each officer, director, executive director, and shareholder of the corporation.

(b) For a limited partnership, each general partner and each limited partner of the limited partnership.

(c) For a limited liability company, each manager and each member of the limited liability company.

(d) For a trust, each trustee of the trust and all beneficiaries of majority age (i.e.; 18 years of age) as of Application deadline.

(e) For a Public Housing Authority, each officer, director, commissioner, and executive director of the Authority.

86. In the third principal disclosure level, Quiet Meadows failed to list the following officers and directors of the PBCHA: (1) Kerry James, Chief Administrative Officer, PBCHA; (2) Tammy McDonald, Chief Development Officer, PBCHA; and (3) Gloria Bowens, Housing Choice Director, PBCHA. The failure to disclose these officers and directors is a material deviation from the requirements of the RFA. This error is not a minor irregularity that can be waived.

Fulham Terrace Failed to Earn Community Service Points

87. Fulham Terrace also submitted an Application in response to the RFA, Application No. 2021-252SN.

88. The location of each Application’s proposed development was reviewed and scored pursuant to the requirements of the RFA. *See* RFA § 4.A.5.

89. Additionally, the RFA offered Applicants the opportunity to earn proximity points that might be used to achieve a “Proximity Funding Preference.” *See* RFA § 4.A.5.e. Proximity points were made available to Applications which demonstrated that the development location point was in close proximity to transit and community services, such as medical facilities. *Id.*

90. The RFA defined what was meant by a “medical facility” that might qualify for proximity points:

“Medical Facility”

A medically licensed facility that employs or has under contractual obligation at least one physician licensed under Chapter 458 or 459, F.S. available to provide general medical treatment to patients by walk-in or by appointment. Facilities that only treat specific classes of medical conditions, including, but not limited to clinics/emergency rooms affiliated with specialty or Class II hospitals, or **facilities that only treat specific classes of patients (e.g., age, gender) will not be accepted.**

Additionally, it must have either (i) been in existence and available for use by the general public as of the Application Deadline; or (ii) been in existence and available for use by the general public as of March 1, 2020 but is not available as of the Application Deadline because of temporary closures or service suspensions due to COVID-19 or other emergency suspension based on an official emergency declaration.

RFA, Exh. B, Definitions (emphasis added).

91. In an effort to earn proximity points, Fulham Terrace identified a medical facility named “Cano Health Riverview” as proximate to the development. However, Cano Health Riverview only makes itself available to a specific class of patients, adults 18 years of age and older. Cano Health Riverview is not available to provide medical care to persons under the age of 18 whether by walk-in or by appointment.

92. According to Cano Health Riverview’s website, that location is a medical provider that specializes in senior care.

93. Fulham Terrace’s Application was awarded 4 proximity points for its claim that Cano Health Riverview met the definition of a “Medical Facility” for which such points were available.

94. When combined with other community service and transit service proximity points, Fulham Terrace was awarded 15.5 proximity points.

(3) Community Services

Private Transportation - 2 pts

Service	Service Name	Service Address	Distance (rounded up to the nearest hundredth of a mile):*	
Grocery Store	Save A Lot	9624-A US-301, Riverview, FL 33578	.48	3.5 pts
Medical Facility	Cano Health Riverview	10508 Gibsonton Dr, Riverview, FL 33578	.18	4 pts
Pharmacy	CVS	10623 Gibsonton Dr, Riverview, FL 33569	.31	3.5 pts
Public School	Riverview High School	11311 Boyette Rd, Riverview, FL 33569	1.25	2.5 pts

*Distance between the coordinates of the Development Location Point and the coordinates of the service. The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, Total - 15.5 pts

95. However, the applicant should have been awarded 0 points for its proposed Medical Facility because Cano Health Riverview is restricted to treating adults, especially the elderly, and is not available to provide general medical treatment to patients under the age of 18 by walk-in or by appointment.

96. If the applicant receives 0 points for Medical Facility, the applicant will have a total of 11.5 proximity points.

97. According to the RFA, the applicant must achieve 12.5 or more points to achieve the Proximity Funding Preference. See RFA § 4.A.5.e. Because Fulham Terrace will not achieve the Proximity Funding Preference, MHP will be ranked higher than Fulham Terrace and will be selected for funding under the Two Elderly, Large County, New Construction Applications Goal.

Recalibration and Substantial Effect

98. Once ineligible applications are removed, the Funding Selection Process must be recalibrated. Pursuant to the RFA’s sorting order and funding selection process, if Quiet Meadows is ineligible because it failed to demonstrate site control or because it failed to achieve a minimum

of 10.5 total proximity points, and Fulham Terrace is not awarded the Proximity Funding Preference, then MHP would be awarded funding.

99. Thus, MHP's substantial interests are substantially affected by the evaluation and scoring of the responses to the RFA. The results of the scoring have affected MHP's ability to obtain funding through the RFA. Consequently, MHP has standing to participate in this proceeding.

Disputed Issues of Material Fact and Law

100. Disputed issues of material fact and law entitle MHP to formal administrative proceedings pursuant to section 120.57(1), Florida Statutes. Disputed facts include, but are not limited to:

- a. Whether Florida Housing's actions in determining that Quiet Meadows was eligible was arbitrary and capricious;
- b. Whether Florida Housing's actions in determining that Quiet Meadows was eligible was contrary to competition;
- c. Whether Florida Housing's actions in determining that Quiet Meadows was eligible was clearly erroneous
- d. Whether Florida Housing's decision to award proximity points to Quiet Meadows was arbitrary and capricious;
- e. Whether Florida Housing's decision to award proximity points to Quiet Meadows was contrary to competition;
- f. Whether Florida Housing's decision to award proximity points to Quiet Meadows was clearly erroneous;

- g. Whether Cano Health Riverview is restricted to serving a class of patients, those over 18 years of age;
- h. Whether Florida Housing's decision to award proximity points to Fulham Terrace was arbitrary and capricious;
- i. Whether Florida Housing's decision to award proximity points to Fulham Terrace was contrary to competition;
- j. Whether Florida Housing's decision to award proximity points to Fulham Terrace was clearly erroneous; and
- k. Such other disputed issues as are raised in this proceeding or identified during discovery.

Statutes and Rules Entitling Relief

101. MHP is entitled to relief pursuant to sections 120.569, 120.57(1), and 120.57(3), Florida Statutes, and Florida Administrative Code Chapters 28-106, 28-110 and 67-60.

Ultimate Statement of Facts and Law

102. Quiet Meadows' Application was ineligible for funding because it failed to demonstrate site control or failed to achieve a minimum of 10.5 total proximity points.

103. Fulham Terrace's Application did qualify for certain proximity points.

104. A correct application of the RFA's specifications would have resulted in funding of MHP's Application.

105. MHP reserves the right to amend this Petition if additional disputed issues of material fact arise during discovery.

Request for Relief

106. MHP requests the following relief:

- a. That Application funding process be halted until this protest is resolved by final agency action;
- b. That Florida Housing provide an opportunity to resolve this Protest by mutual agreement within seven days of the filing of this Petition, as provided in section 120.57(3)(d)1., Florida Statutes;
- c. If this protest cannot be resolved by agreement, that the matter be referred to the Division of Administrative Hearings for formal administrative proceedings involving disputed issues of material fact pursuant to section 120.57(1) and (3), Florida Statutes;
- d. That the assigned administrative law judge determine, as a matter of fact and law, that the Application of Quiet Meadows is ineligible for funding and that Fulham Terrace's Application did not merit certain proximity points, and that MHP's Application should be funded;
- e. That Florida Housing adopt the administrative law judge's recommendation to fund MHP's Application by final order; and
- f. Such other relief as is just and equitable.

Dated on this 23rd day of March, 2021.

PARKER, HUDSON, RAINER & DOBBS, LLP

/s Seann M. Frazier

Seann M. Frazier

Florida Bar No. 971200

Marc Ito

Florida Bar No. 61463

215 South Monroe Street, Suite 750

Tallahassee Florida 32301

Telephone: (850) 681-0191

sfrazier@phrd.com; mito@phrd.com

EXHIBIT “A”

RFA 2020-205 Board Approved Preliminary Awards

SAIL Funding Balance Available	1,575,936.00
Family Demographic Funding Balance Available	653,341.00
Elderly Demographic Funding Balance Available	922,595.00
Self-Sourced Applicant Funding Balance	MERGED
Non-Self-Sourced Applicant Funding Balance	MERGED

Small County Funding Balance Available	-
Medium County Funding Balance Available	-
Large County Funding Balance Available	1,575,936.00

NHTF Funding will be 100% allocated in accordance with Exhibit H

Application Number	Name of Development	County	County Size	Name of Authorized Principal	Name of Developers	Dev Category	Demo. Commitment	SAIL Request	ELI Request	Total SAIL Request (SAIL + ELI)	Veterans Preference?	Self-Sourced Applicant?	Total Number of Units	Total Points	Per Unit Construction Funding Preference	Leveraging Level	Proximity Funding Preference	Grocery Store Funding Preference	Community Service Funding Preference	Florida Job Creation Preference	Lottery Number	
Two Elderly Large County New Construction Applications																						
2021-2165N	Quiet Meadows	Palm Beach	L	Joseph Glucksman	Quiet Meadows, LLC; McCurdy Senior Housing Corporation - Managing Member; Palm Beach County Housing Authority Member	NC	E, Non-ALF	3,000,000	600,000	3,600,000	Y	N	132	25	Y	1	Y	Y	Y	Y	Y	72
2021-2525N	Fulham Terrace	Hillsborough	L	Terry S. Cummins	Fulham Terrace Developer, LLC	NC	E, Non-ALF	4,000,000	600,000	4,600,000	Y	N	116	25	Y	3	Y	Y	Y	Y	Y	18
Three Family Large County New Construction Applications																						
2021-2215	Cutler Manor II	Miami Dade	L	Aaron Gornstein	Preservation of Affordable Housing, LLC	NC	F	3,000,000	600,000	3,600,000	N	N	113	25	Y	1	Y	Y	Y	Y	Y	6
2021-1998SN	University Station	Broward	L	Matthew A. Rieger	University Station I Developer, LLC	NC	F	6,309,360	600,000	6,909,360	N	Y	716	25	Y	1	Y	Y	Y	Y	Y	81
2021-244BS	Princeton Crossings	Miami-Dade	L	Lewis V Swezy	RS Development Corp.; Lewis V. Swezy	NC	F	4,020,000	600,000	4,620,000	N	Y	150	23	Y	2	Y	Y	Y	Y	Y	38
One Elderly Medium County New Construction Application																						
2021-246BS	Cadenza at Hacienda Lakes	Collier	M	Christopher L Shear	MHP FL VII Developer, LLC; CORB FL Developer VII LLC	NC	E, Non-ALF	6,000,000	600,000	6,600,000	Y	N	160	25	Y	3	Y	Y	Y	Y	Y	8
Two Family Medium County New Construction Applications																						
2021-258S	Nathan Ridge	Clay	M	James R. Hoover	TVC Development, Inc.	NC	F	5,675,000		5,675,000	N	Y	192	25	Y	5	Y	Y	Y	Y	Y	28
2021-222BS	St. Peter Claver Place Phase I	Lee	M	Fric C. Miller	National Development of America, Inc.; St. Peter Claver Developer, Inc.; LCHA Developer, LLC	NC	F	4,075,000	600,000	4,675,000	N	N	136	25	Y	2	Y	Y	Y	Y	Y	51

RFA 2020-205 Board Approved Preliminary Awards

Application Number	Name of Development	County	County Size	Name of Authorized Principal	Name of Developers	Dev Category	Demo. Commitment	SAIL Request	ELI Request	Total SAIL Request (SAIL + ELI)	Veterans Preference?	Self-Sourced Applicant?	Total Number of Units	Total Points	Per Unit Construction Funding Preference	Leveraging Level	Proximity Funding Preference	Grocery Store Funding Preference	Community Service Funding Preference	Florida Job Creation Preference	Lottery Number
Small County Application(s)																					
2021-209BS*	Sweetwater Apartments Phase II	Columbia	S	Matthew A. Rieger	Sweetwater Apartments II Developer, LLC; The Greater Lake City Community Development Corporation, Inc.	NC	F	5,053,949	408,800	5,462,749	N	N	84	25	Y	5	Y	Y	Y	Y	21
Medium County Application(s)																					
2021-251BS	The Willows	Saint Lucie	M	Clifton E. Phillips	Roundstone Development, LLC	NC	E, Non-ALF	6,000,000	600,000	6,600,000	Y	N	136	25	Y	4	Y	Y	Y	Y	16
2021-206BS	Rosewood Pointe	Osceola	M	Scott Zimmerman	BDG Rosewood Pointe Developer, LLC	NC	F	6,000,000	600,000	6,600,000	N	N	192	25	Y	3	Y	Y	Y	Y	15
2021-255SN	Somerset Landings	Seminole	M	Jonathan L. Wolf	Somerset Landings Developer, LLC, SHA Development, LLC	Redev	F	2,800,000	600,000	3,400,000	N	N	84	25	Y	3	Y	Y	Y	Y	85
Large County Application(s)																					
2021-245BS	Stadium Towers	Miami-Dade	L	Lewis V Swezey	RS Development Corp., Lewis V. Swezey	NC	F	4,321,000	600,000	4,921,000	N	Y	149	25	Y	3	Y	Y	Y	Y	67
2021-203BSN	Fern Grove Apartments	Orange	L	Scott Zimmerman	BDG Fern Grove Developer, LLC	NC	E, Non-ALF	5,400,000	600,000	6,000,000	Y	N	138	25	Y	3	Y	Y	Y	Y	26
2021-212BSN	Tallman Pines - Phase I	Broward	L	Matthew A. Rieger	HTG Tallman Villas Developer, LLC; Building Better Communities, Inc.	NC	F	2,320,000	600,000	2,920,000	N	N	80	25	Y	1	Y	Y	Y	Y	48
2021-269SN	Southwick Commons	Orange	L	Jonathan L. Wolf	Southwick Commons Property Developer, LLC	NC	F	7,000,000	600,000	7,600,000	N	N	195	25	Y	3	Y	Y	Y	Y	32
2021-2255	Island Cove Apartments	Palm Beach	L	Darren J. Smith	SHAG Island Cove, LLC; Delray Housing Group, Inc.	NC	F	3,000,000	600,000	3,600,000	N	N	54	25	Y	4	Y	Y	Y	Y	2

On January 22, 2021, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion and staff recommendation to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

EXHIBIT “B”



Seann M. Frazier
d (850) 629-0575
sfrazier@phrd.com

January 27, 2021

RECEIVED

JAN 27 2021 11:44 AM

Florida Housing Finance Corporation
Ms. Ana McGlamory (Ana.McGlamory@Floridahousing.org)
Corporation Clerk (CorporationClerk@Floridahousing.org)
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301

FLORIDA HOUSING
FINANCE CORPORATION

Re: Notice of Protest: RFA 2020-205 SAIL Financing Of Affordable Multifamily
Housing Developments To Be Used In Conjunction With Tax-Exempt Bonds And
Non-Competitive Housing Credits

Dear Corporation Clerk:

On behalf of MHP FL VIII LLLP, Application No. 2021-266BSN, this letter constitutes a Notice of Intent to Protest ("Notice") the Award Notice and Scoring and Ranking of RFA 2020-205, posted by the Florida Housing Finance Corporation on January 22, 2021 at 2:55 p.m. This Notice is filed pursuant to sections 120.569 and 120.57(3), Florida Statutes, and Rules 28-110.003 and 67.60.009, Florida Administrative Code.

This Notice is being filed within 72 hours (not including weekends and holidays) of the posting of the RFA on the Florida Housing Finance Corporation website on January 22, 2021 at 2:55 p.m. MHP FL VIII LLLP reserves the right to file a formal written protest within ten (10) days of the filing of this Notice pursuant to section 120.57(3), Florida Statutes, challenging the approval for funding, scoring and ranking of applications filed in response to RFA 2020-205.

Sincerely,

Seann M. Frazier

cc: Hugh Brown, General Counsel

RFA 2020-205 Scoring Sheets

Development Name	Contributor/ Reporter	2021-19085N	2021-19185N	2021-19285N	2021-19385N	2021-19485N	2021-19585N	2021-19685N
		The Grove	Grove Villas	Orchid Lake	Island View	Parc Tower	Cypress Ridge	Cedar Cove
Points awarded								
Bookmarked Attachments per or to submission (Section Three, 6.2.1.) (5 points)	Lisa H							
3 b (1)(i) Developer Experience Willingness to Incentive (5 points)	Mitch							
3 b (2)(i) 67ER20 J Disclosures (5 points)			5					
3 c (2) Submission of Printed Disclosure Form that is either (a) stamped "Approved" at least 10 Calendar Days prior to the Applicant's Deadline or (b) stamped "Received by the Corporation at least 10 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Applicant's Deadline								
III Total Government Contribution (5 points)	1m							
Total Points (maximum of 25 points)		25	25	25	25	25	25	25
Eligibility Requirements								
Submission Requirements met (Section Three, A)								
1. Executed Applicant Certification and Acknowledgment forms submitted	Lisa H	Y	Y	Y	Y	Y	Y	Y
2.1. Demographic Commitment selected	Mitch	Y	Y	Y	Y	Y	Y	Y
3 a (1) Name of Applicant provided		Y	Y	Y	Y	Y	Y	Y
3 a (2) Evidence Applicant is a legally formed entity provided		Y	Y	Y	Y	Y	Y	Y
3 b (1) Name of each Developer provided		Y	Y	Y	Y	Y	Y	Y
3 b (2) Evidence that each Developer entity is a legally formed entity provided		Y	Y	Y	Y	Y	Y	Y
3 b (3)(a) Developer Experience Requirement met		Y	Y	Y	Y	Y	Y	Y
3 c (1) Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements		Y	Y	Y	Y	Y	Y	Y
3 d (1) Management Company information provided		Y	Y	Y	Y	Y	Y	Y
3 d (2) Prior General Management Company Experience requirement met		Y	Y	Y	Y	Y	Y	Y
3 e (1) Authorized Principal Representative provided and meets requirements		Y	Y	Y	Y	Y	Y	Y
4 a. Name of Proposed Development provided		Y	Y	Y	Y	Y	Y	Y
4 b (1) Development Category selected		Y	Y	Y	Y	Y	Y	Y
4 b (2) Development Category Qualifying Conditions met		Y	Y	Y	Y	Y	Y	Y
4 c. Development Type provided, and breakdown of number of units associated with each Development Type, if applicable	Y	Y	Y	Y	Y	Y	Y	
5 a. County identified	Y	Y	Y	Y	Y	Y	Y	

RFA 2020-205 Scoring Sheets

	Contributor/ Reporter	2021-190BSN	2021-191BSN	2021-192BSN	2021-193BSN	2021-194BSN	2021-195BSN	2021-196BS	
Development Name		The Grove	Grove Villas	Orchid Lake	Island View	Park Tower	Cypress Ridge	Coast Cove	
5.b. Address of Development Site provided	Lisa N	Y	Y	Y	Y	Y	Y	Y	
5.c. Question whether a Scattered Sites Development is used		Y	Y	Y	Y	Y	Y	Y	
5.d (1) Development Location Point provided		Y	Y	Y	Y	Y	Y	Y	
5.d (2) Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable		Y	Y	Y	Y	Y	Y	Y	
5.e (1) Minimum Transit Score met (if applicable)		Y	Y	Y	Y	Y	Y	Y	
5.e. Minimum Total Proximity Score met		Y	Y	Y	Y	Y	Y	Y	
5.f. Mandatory Distance Requirement met		Y	Y	Y	Y	Y	Y	Y	
5.g. Limited Development Area (LEA) conditions met, if applicable		Y	Y	Y	Y	Y	Y	Y	
6.a. Total Number of Units provided and within limits		Y	Y	Y	Y	Y	Y	Y	Y
6.b. Number of new construction units and rehabilitation units provided		Y	Y	Y	Y	Y	Y	Y	Y
6.c. Occupancy status of any existing units provided, if Rehabilitation		Y	Y	Y	Y	Y	Y	Y	Y
6.d (1) Minimum Set-Aside election provided		Y	Y	Y	Y	Y	Y	Y	Y
6.d (2) Total Set-Aside Breakdown Chart properly completed		Y	Y	Y	Y	Y	Y	Y	Y
6.e. Units provided and meet requirements		Y	Y	Y	Y	Y	Y	Y	Y
6.f. Number of residential buildings provided and meet requirements		Y	Y	Y	Y	Y	Y	Y	Y
7.a. Evidence of Site Control provided		Y	Y	Y	Y	Y	Y	Y	Y
7.b (1) Appropriate zoning demonstrated		Y	Y	Y	Y	Y	Y	Y	Y
7.b (2) Availability of Water demonstrated		Y	Y	Y	Y	Y	Y	Y	Y
7.b (3) Availability of Sewer demonstrated		Y	Y	Y	Y	Y	Y	Y	Y
8.d. Green Building Certification or minimum Additional Green Building Features selected, as applicable		Y	Y	Y	Y	Y	Y	Y	Y
9. Minimum number of Reached Progresses selected		Y	Y	Y	Y	Y	Y	Y	Y
10.a (1) Applicant's S&L Funding Request Amount provided		Lisa E	Y	Y	Y	Y	Y	Y	Y
10.a (1) Eligible S&L Request Amount (Excludes Minimum Request Amount (Miami Dade County Only))			Y	Y	Y	Y	Y	Y	Y
10.a (2) Applicant's Non-Competitive RC Request Amount provided			Y	Y	Y	Y	Y	Y	Y
10.a (3) Applicant's M&PB Request Amount (if Corporations/Equal Bond) or Bond Request Amount and Other Requested Information (if Non-Corporations/Equal Bond) provided	Y		Y	Y	Y	Y	Y	Y	

RFA 2020-205 Scoring Sheets

Development Name	Contributor/ Reporter	2021-150BSN	2021-161BSN	2021-162BSN	2021-183BSN	2021-194BSN	2021-195BSN	2021-196BSN
		The Grove	Grove Villas	Orchid Lake	Island View	Park Tower	Cypress Ridge	Coral Cove
10c. Development Cost Pro Forma provided (listing expenses or uses) and construction Rehab analysis and Placement analysis (listing sources) – Sources must equal or exceed uses.		Y	X	Y				
Total Development Cost Per Unit Limit met (Section Five, A.1.)			Y	Y				
Verification that the Applicant has not filed on the Tax-Exempt Bond financing prior to the Application Deadline (Section One, C.1.)		Y	Y					
Verification of no prior occupants to apartments in 120 days credit underwriting for the same Development in a previous RFA (Section Five, A.1.)	L: T	Y	X					
Verification of no recent obligations (Section Five, D.1.)				Y				
Financial Arrears Met (Section Five, A.1.)	Permy		Y					
All Eligibility Requirements Met?	Yes/No	Y	Y	Y	Y	Y	Y	Y
Top Breakers								
10d. Per Unit Construction Funding Preference (Applicable) (Section Five, B.4.b)	10m	Y	Y	X				
5.e. Proximity Funding Preference		Y	Y	Y				
5.e. Grocery Store Funding Preference	10a B	Y	Y	X				
5.e. Community Service Preference		Y	Y	N				N
Florida Job Creation Preference (Section Five, B.4.d)	10m	Y	Y	Y	Y			
Lottery Number (Section Five, B.4.e)	Inspector General	21	00	10	97	1	9	54

RFA 2-2-2019 - Pricing Sheets

Development Name	Contributor/ Reporter	2021-19085N	2021-19185N	2021-19285N	2021-19385N	2021-19485N	2021-19585N	2021-19685
		The Grove	Grove Villas	Orchid Lake	Island View	Park Tower	Cypress Ridge	Cedar Court
Veterans Preference								
7b. If, in committing to the Elderly Demographic Commitment, does the Applicant qualify for the Veterans Preference?		Y	N	Y	N	Y	Y	N
Self-Sourced Applications								
2a. (2021) Applicant stated that it was a Self-Sourced Application		Mitch	N	N	N	N	N	N
2a. Demographic Commitment - if family was selected		Lisak	N	N	N	N	N	N
4. If Development Category of New Construction was selected			N	N	N	N	N	N
5. If Development is not an LGA Development			N	N	N	N	N	N
6. If at least 5% of the total units were set aside below 50% ARI			N	N	N	N	N	N
10. b. (20) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by the Principal or the Applicant stated on the Project Disclosure Form		Emk	N	N	N	N	N	N
10. b. (20) Verifies that the Amount of Self-Sourced financing shown on the Project Disclosure Form was the greater of at least half of the eligible 50% requirement or \$1 million.			N	N	N	N	N	N
If all of the above requirements are met, the Applicant qualifies as a Self-Sourced Applicant			N	N	N	N	N	N

RFA 2020-205 Scoring Sheets

	2021-19785N	2021-19885N	2021-19985N	2021-20085N	2021-20185N	2021-20285	2021-20385N	2021-20485N
Development Name	Astoria on 9th	Courtside Apartments, Phase II	University Station	The Berkeley	Gould Harbor	Whispering Oaks	Fern Green Apartments	Barrett Villas
10.c. Development Cost Pro Forma provided (listing expenses on cost) and Construction/Rehab analysis and Permanent analysis (listing sources). Sources listed include proceeds from	Y	Y	Y	Y	Y	Y	Y	Y
Total Development Cost Per Unit (rental rate) (Section Five, A.3.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification that the Applicant has met or exceeded the Tax Exempt Bond financing prior to the Applicant's Deadline (Section One, C)	Y	Y	Y	Y	Y	Y	Y	Y
Verification of your acceptance to a condition for enter credit underwriting by the same Developer in a previous RFA (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification of no other debt obligations (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Financial Acreage Met (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
All Eligibility Requirements Met?	Y	Y	Y	Y	Y	Y	Y	N
Tie-Breakers								
10.d. Pre-Unit Construction Funding Preference (if applicable) (Section Five, B.3.b.)	Y	Y	Y	Y	Y	Y	Y	Y
5.a. Priority Lending Preference	Y	Y	Y	Y	Y	Y	Y	Y
5.e. Grocery Store Lending Preference	Y	Y	Y	Y	Y	Y	Y	Y
5.e. Community Service Preference	Y	Y	Y	Y	Y	Y	Y	Y
Florida Job Creation Preference (Section Five, B.3.d.)	Y	Y	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.3.c.)	17	52	81	53	10	11	21	25

RFA 2020-204 Scoring Sheets

	2021-19785N	2021-19885N	2021-19985N	2021-20085N	2021-20185N	2021-20285	2021-20385N	2021-20485N
Development Name	Astoria on 9th	Courtside Apartments, Phase II	University Station	The Berkeley	Gould Harbor	Whispering Oaks	Fern Grove Apartments	Barnett Villas
Veterans Preference								
2 b. If commensurate to the Elderly Demographic Commitment, does the Application qualify for the Veterans Preference?	Y	N	N	Y	N	N	F	Y
Self-Sourced Applications								
3 a. (1)(b) Applicant stated that it was a Self-Sourced Application	N	N	Y	N	N	N	N	N
3.a. Demographic Commitment of Family was selected	N	N	Y	N	N	N	N	N
3.b. Development Category of New Construction was selected	N	N	Y	N	N	N	N	N
5.g. Predevelopment is not an EDA Development	N	N	Y	N	N	N	N	N
6.d. At least 5% of the total units were set aside below 50% AHB	N	N	Y	N	N	N	N	N
10.b.(2)(i) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was completed and executed by Natural Person Principal of the Applicant stated on the Principal Enclosure form	N	N	Y	N	N	N	N	N
10.b.(2)(ii) Verification that the amount of self-sourced financing committed from the Principal stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least half of the eligible SAH request amount or \$1 million	N	N	Y	N	N	N	N	N
If all of the above requirements are met, the Applicant is a Self-Sourced Applicant	N	N	Y	N	N	N	N	N

RFA 2020-205 Scoring Streets

	2021-20505M	2021-20605	2021-20705M	2021-2080M	2021-20905	2021-21005	2021-2110M	2021-2120M
Development Name	Twin Lakes Estates - Phase II	Rosewood Pointe	Tallman Pines - Phase II	The Arbors at Valhalla Pond	Sweetwater Apartments Phase II	Corral Pointe	Rainbow Village	Tallman Pines - Phase I
10.c. Development Cost Pro forma provided (listing expenses or uses) and Construction/Rehab analysis and Payment Analysis (listing services) - Services must equal or exceed uses	Y	Y	Y	Y	Y	Y	Y	Y
Total Development Cost Per Unit Limitation met (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax Exempt Bond financing prior to the Application Deadline (Section One, C.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification of no prior acceptance to an initial loan or prior credit underwriting for the same Development in a previous RFA (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification of no recent debt obligations (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Financial Affairs Met (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
All Eligibility Requirements Met?	Y	Y	Y	Y	Y	Y	N	Y
Tie-Breakers								
10.d. Per Unit Construction Funding Preference, II applicable (Section Five, B.4.b.)	Y	Y	Y	Y	Y	Y	Y	Y
5.a. Proximity Funding Preference	Y	Y	Y	Y	Y	Y	Y	Y
5.c. Grocery Store Funding Preference	Y	Y	Y	Y	Y	Y	Y	Y
5.e. Community Service Preference	Y	Y	Y	Y	Y	Y	Y	Y
Florida Job Creation Preference (Section Five, B.4.d.)	Y	Y	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.4.e.)	31	15	63	74	21	47	19	15

RFA 2020-206 Scoring Sheet

	2020-21385N	2021-21485N	2021-21585	2021-2165N	2021-2175N	2021-2185N	2021-2195N	2021-22065N
Development Name	Villa Alexandria	Disney Polaris	Hibiscus Apartments Phase Two	Quiet Meadows	Autumn Ridge	Orchid Gardens	Coleman Park Renaissance	Dalwood Preserve
10 c. Development Cost Pro-Forma provided (listing expenses or fees) and Construction/Rehab analysis and Permanent analysis (listing sources) - Sources must equal or exceed costs	Y	Y	Y	Y	-	-	-	Y
Total Development Cost Per Unit Limitation met (Section Exp. A.3.)	Y	Y	Y	Y	-	Y	-	Y
Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline (Section Exp. C.)	Y	Y	Y	Y	-	-	Y	Y
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development in a previous RFA (Section Exp. A.3.)	Y	Y	Y	Y	-	-	-	Y
Verification of no recent delinquencies (Section Exp. B.1.)	Y	Y	Y	Y	-	-	-	Y
Financial Assurance Met (Section Exp. A.3.)	Y	Y	Y	Y	-	-	-	Y
AD ELIGIBILITY REQUIREMENTS MET?	Y	Y	N	Y	Y	Y	Y	Y
Tie Breakers								
10 d. Per Unit Construction Funding Preference, if applicable (Section Exp. B.3.b.)	Y	Y	Y	Y	Y	-	-	Y
Y.e. Priority Funding Preference	Y	Y	Y	Y	-	-	-	-
Y.g. Grocery Store Funding Preference	Y	Y	Y	Y	-	-	-	-
Y.e. Community Service Preference	Y	Y	Y	Y	-	-	-	-
Florida Job Creation Preference (Section Exp. B.3.d.)	Y	Y	Y	Y	Y	-	-	Y
Lottery Number (Section Exp. B.3.e.)	79	40	76	72	11	11	24	61

RFA 2020-205 Scoring Sheets

	2021-2245	2021-22705	2021-22305	2021-2245	2021-2255	2021-2265	2021-2275	2021-2285N
Development Name	Cutler Manor II	St. Peter Claver Place Phase I	Casa San Juan Diego	Westover Senior Housing	Island Cove Apartments	Hillcrest Reserve	Willapa Academy Plaza	Redwoodbrook Senior
Do Development Cost Pro forma provided (listing expenses or costs) and Construction/Rehab Analysis and Permanent analysis (listing sources) – Services must equal or exceed units	Y	Y	Y	Y	Y	Y	Y	Y
Total Development Cost Per Unit Limitation met (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax-Exempt Bond Financing prior to the Application Deadline (Section One, E.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification of no prior acceptance to an institution to enter credit underwriting for the same Development in a previous RFA (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification of no recent delinquencies (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Financial Arrangements Met (Section Five, A.1.)	Y	Y	Y	N	Y	Y	Y	Y
All Eligibility Requirements Met?	Y	Y	Y	N	Y	Y	Y	N
Tie-Breakers								
10.d. Per Unit Construction Funding Preference, if applicable (Section Five, B.4.b.)	Y	Y	Y	Y	Y	Y	Y	Y
5.c. Priority Lending Preference	Y	Y	Y	Y	Y	Y	Y	Y
5.d. Statutory Status Expiring Preference	Y	Y	Y	Y	Y	Y	Y	Y
5.e. Continue to Serve Preference	Y	Y	Y	Y	Y	Y	Y	N
10.e. Job Creation Preference (Section Five, B.4.d.)	Y	Y	Y	Y	Y	Y	Y	Y
Listing Number (Section Five, B.4.e.)	6	51	59	70	7	45	71	70

RFA 2021-205 Scoring Sheets

	2021-22985	2021-23085N	2021-23185N	2021-23285	2021-23385N	2021-2345	2021-23585N	2021-2365
Development Name	Misty Creek Preserve	Calusa Pointe	Waterview Preserve	Residences at Solari Parc	Vista Breeze	Residences at Opa Locka	Hermosa Fort Myers at Evans	Magnolia Family II
10.c. Development Cost Pro Forma provided (listing expenses of users) and Construction/Rehab analysis and Permanent analysis (listing sources) – Sources must equal or exceed uses	Y	Y	Y	Y	Y	Y	Y	Y
Total Development Cost Per Unit Limitation met (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax Exempt Bond financing prior to the Application Deadline (Section One, E.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development in a previous RFA (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification of no recent delinquencies (Section Five, A.2.)	Y	Y	Y	Y	Y	Y	Y	Y
Financial Covenants Met (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
AD Eligibility Requirements Met?	Y	Y	Y	Y	Y	Y	Y	Y
Tie-Breakers								
10.d. Per Unit Construction Funding Preference, if applicable (Section Five, B.4.b.)	Y	Y	Y	Y	Y	Y	Y	Y
5.c. Priority Funding Preference	Y	Y	Y	Y	Y	Y	Y	Y
5.a. Statewide Funding Preference	Y	Y	Y	Y	Y	Y	Y	Y
5.a. Community Service Preference	Y	Y	Y	Y	Y	Y	Y	Y
Florida Job Creation Preference (Section Five, B.4.d.)	Y	Y	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.4.e.)	33	5	64	36	42	83	20	27

RFA 2020-005 Scoring Sheet

	2021-229BS	2021-230BSN	2021-231BSM	2021-232BS	2021-233BSN	2021-234S	2021-235BSN	2021-236S
Development Name	Misty Creek Preserve	Calusa Pointe	WaterView Preserve	Residences at SOMI Parc	Vista Breeze	Residences at Opa Locha	Hermosa Fort Myers at Eurus	Magnum Family II
Veterans Preference								
2.b. If committing to the Eminent Domain Commitment, does the Application qualify for the Veterans Preference?	N	N	Y	N	N	N	Y	N
Self-Sourced Applications								
3.a. (1)(b) Applicant stated that it was a Self-Sourced Application	N	N	N	Y	N	N	N	N
3.a. Demographic Commitment of Family was selected	N	N	N	Y	N	N	N	N
4.b. Development Category of New Construction was selected	N	N	N	Y	N	N	N	N
5.g. Development is not an IDA Development	N	N	N	Y	N	N	N	N
6.d. At least 5% of the total units were set aside below 50% AMI	N	N	N	Y	N	N	N	N
10.b. (1)(i) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by Natural Person Principal of the Applicant stated on the Principal Disclosure Form	N	N	N	Y	N	N	N	N
10.b. (2)(i) Verification that the Amount of self-sourced financing committed from the Principal stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least half of the eligible SMI request amount or \$1 million	N	N	N	Y	N	N	N	N
If all of the above requirements are met, the Applicant is Self-Sourced	N	N	N	Y	N	N	N	N

RFA 2020-205 Scoring Sheets

	2021-23785N	2021-23385N	2021-23985M	2021-24085N	2021-24185	2021-24285	2021-24385	2021-24485
Development Name	River Trail Apartments	Colmar Apartments III	Colmar Apartments II	Quail Roost Transit Village IV	Wynwood 21 Apartments	Arthur Mayr Senior Residences	Liberty Renaissance	Princeton Crossings
Did Developer Complete Form 904 (listing expenses on line 4) and Construction Cost Analysis and Permanent Analysis (listing source 4) Sources (most equal or greater costs)	Y	Y	Y	Y	Y	Y	Y	Y
Total Development Cost Per Unit (Attachment 1) (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax Exemption Bond financing prior to the Application Deadline (Section Five, C.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification of no past acceptance by an institution to enter credit or borrowing for the same Development in a previous bid (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification of current deobligation (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Financial Ratios Met (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
All Eligibility Requirements Met?	Y	Y	Y	Y	N	Y	Y	Y
Tie-Breakers								
1.D.4. Fee Due (Costs of High Bonding) (Section 4, c) Applicable (Section Five, B.4.b.)	Y	Y	Y	Y	Y	Y	Y	Y
5.a. Proximity Funding Preference	Y	Y	Y	Y	Y	Y	Y	Y
5.a. Greater Senior Housing Preference	Y	Y	Y	Y	Y	Y	Y	Y
5.a. Community Service Preference	Y	Y	Y	Y	Y	Y	Y	Y
Florida Job-Creation Preference (Section Five, B.4.d.)	Y	Y	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.0.e.)	80	11	50	24	37	36	66	32

RFA 2020-206 Scoring Sheet

	2021-245B5	2021-246B5	2021-247B5N	2021-248B5	2021-249B5	2021-250B5	2021-251B5	2021-252B5N
Development Name	Stadion Towers	Cadenia at Hacienda Lakes	Quail Road at Trails Village V	Cordova Estates	Vista at Coronado Palm	Magnolia Senior	The Willows	Fulham Terrace
Points awarded								
Documentation Attachments prior to submission (Section Three, A.2 b) (5 points)	5	5	5			5	5	
3.b.(3)(b) Developer Experience Withdrawal Waiver (5 points)	5	5	5	5		5	5	
3.b.(3)(c) AFB20-1 D disclosure (5 points)	5	5	5	5		5	5	
3.c.(2) Submission of Principal Disclosure Form that is either (a) stamped "Approved" at least 10 Calendar Days prior to the Application Deadline, or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline	5	5	5	5				
3.3 Local Government Contribution (Up to 5 points)	5	5						
Total Points (Maximum of 25 points)	25	25	25	25	25	25	25	25
Eligibility Requirements								
Submission Requirements met (Section Three, A.1)	Y	Y	Y	Y	Y	Y	Y	Y
1. Executed Applicant Certification and Acknowledgment forms submitted	Y	Y	Y	Y	Y	Y	Y	Y
2.a. Demographic Commitment selected	Y	Y	Y	Y	Y	Y	Y	Y
3.a.(1) Name of Applicant provided	Y	Y	Y	Y	Y	Y	Y	Y
3.a.(2) Evidence Applicant is a legally formed entity provided	Y	Y	Y	Y	Y	Y	Y	Y
3.b.(1) Name of Each Developer provided	Y	Y	Y	Y	Y		Y	Y
3.b.(2) Evidence that each Developer is a legally formed entity provided				Y	Y	Y	Y	Y
3.b.(3)(a) Developer Experience Requirement met				Y	Y	Y	Y	Y
3.c.(3) Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements	Y	Y	Y	Y	Y	Y	Y	Y
3.d.(1) Management Company Name(s) provided		Y	Y	Y	Y	Y	Y	Y
3.d.(2) Prior General Management Company Experience Requirement met	Y	Y	Y	Y	Y	Y	Y	Y
3.e.(1) Authorized Principal Representative provided and meets requirements	Y		Y	Y	Y	Y	Y	Y
4.a. Name of Proposed Development provided	Y	Y	Y	Y	Y	Y	Y	Y
4.b.(1) Development Category selected				Y	Y	Y	Y	Y
4.b.(2) Development Category Detailing Conditions met	Y	Y		Y	Y	Y	Y	Y
4.c. Development Type provided, and break-down of number of units associated with each Development Type, if applicable	Y		Y	Y	Y	Y	Y	Y
5.a. County identified	Y		Y	Y	Y	Y	Y	Y

RFA 2020-209 Scoring Sheets

	2021-245BS	2021-248BS	2021-247BSM	2021-248BS	2021-249BS	2021-250S	2021-251BS	2021-252SN
Development Name	Stadium Towers	Cadenza at Hacienda Lakes	Cloud Road Transit Village V	Cordova Estates	Vista at Coconut Palm	Magnolia Senior	The Willows	Piedmont Terrace
10.c. Development Cost Pro Form provided (listing expenses or uses) and Construction/Rehab analysis and Permitting analysis (listing sources) – Sources must equal or exceed uses	Y	Y	Y	Y	Y	Y	Y	Y
Total Development Cost Per Unit limitation met (Section Five, A.3.1)	Y	Y	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax Exempt Bond financing prior to the Application Deadline (Section One, E)	Y	Y	Y	Y	Y	Y	Y	Y
Verification of no prior acceptance to an investment or other credit underwriting for the same Development in a previous RFA (Section Five, A.3.1)	Y	Y	Y	Y	Y	Y	Y	Y
Verification of no recent obligations (Section Five, A.3.1)	Y	Y	Y	Y	Y	Y	Y	Y
Financial Arrangements (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
ADU/Accessory Requirements Met?	Y	Y	Y	Y	Y	Y	Y	Y
Tie-Breaker								
10.d. Per Unit Construction Funding Preference, II applicable (Section Five, B.3.b.1)	Y	Y	Y	Y	Y	Y	Y	Y
5.a. Equipment Funding Preference	Y	Y	Y	Y	Y	Y	Y	Y
5.c. Grocery Store Funding Preference	Y	Y	Y	Y	Y	Y	Y	Y
5.e. Community Service Preference	Y	Y	Y	Y	N	Y	Y	Y
Florida Job Creation Preference (Section Five, B.4.d.1)	Y	Y	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.4.e.1)	67	8	41	63	65	20	16	18

RFA 2020-205 Scoring Sheets

	2021-245B5	2021-246B5	2021-247B5A	2021-248B5	2021-249B5	2021-250B5	2021-251B5	2021-252B5
Development Name	Stadium Tower	Cadence at Hacienda Lakes	Owl Hill Road Transit Village	Cordova Estates	Vista at Coronut Palm	Magnolia Senior	The Willows	Fulham Terrace
Veterans Preference								
2 b. If consistent to the Elderly Demographic Commitment, does the Application qualify for the Veterans Preference?	N	Y	Y	N	N	Y	Y	Y
Self-Sourced Applications								
3 a. (1)(b) Applicant stated that it was a Self-Sourced Application	Y	N	N	N	Y	N	N	N
2 a. Demographic Commitment of Family was selected	Y	N	N	N	Y	N	N	N
4 b. Development Category of New Construction was selected	Y	N	N	N	Y	N	N	N
5 g. Development is not an LDA Development	Y	N	N	N	Y	N	N	N
6 d. At least 5% of the total units were set aside below 50% ARI	Y	N	N	N	Y	N	N	N
10 b. (2)(i) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by Notarial Person Principal of the Applicant stated on the Proposal Enclosure Form	Y	N	N	N	Y	N	N	N
10 b. (2)(i) Verification that the Amount of self-sourced financing committed from the Principal stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least half of the eligible 50% request amount or \$1 million.	Y	N	N	N	Y	N	N	N
If all of the above requirements are met, the Applicant is a Self-Sourced Applicant	Y	N	N	N	Y	N	N	N

RFA 21-20-205 Scoring Sheets

	2021-25385N	2021-25485N	2021-25568N	2021-2566	2021-25785N	2021-2585	2021-25985N	2021-26085
Development Name	Arbor Park	Phinceton Grove	Somersat Landings	Serenity Grove	Flats at Baldwin Park	Naihan Ridge	Douglas Gardens IV	Aria Apartments
10. Development Cost (Pro Forma provided (leasing expenses or use) and Construction/Rehabilitation and Permanent analysis - (funding sources) - sources must equal or exceed use)	Y	Y	Y	N	Y	Y	Y	Y
Total Development Cost Per Unit Limitation met (Section Five, A.1.1)	Y	Y	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not used the Tax Exempt Bond financing prior to the Application Date (Section One, C)	Y		Y		Y	Y	Y	Y
Verification of no prior acceptance to do no further credit underwriting for the same development in a previous RFA (Section Five, A.1.1)	Y	Y		Y	Y	Y	Y	Y
Verification of no recent delinquency (Section Five, A.1.1)	Y			Y	Y	Y	Y	Y
Financial Arrears Met (Section Five, A.1.1)		Y	Y	Y	Y	Y	Y	Y
AD & Mobility Requirements Met?	Y	Y	Y	N	Y	Y	Y	Y
Tie-Breakers								
10.1. Per Unit Construction Funding Preference (if applicable) (Section Five, B.4.b)	Y				Y	Y	Y	Y
5.a. Community Funding Preference		Y			Y	Y	Y	Y
5.d. City/State Funding Preference	Y	Y			Y	Y	Y	Y
5.c. Community Service Preference	Y	Y	Y		N	Y	Y	Y
Florida Job Creation Preference (Section Five, B.4.d)	Y	Y	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.4.e.)	20	B2	B5	61	56	28	13	74

RFA 2020-205 Scoring Sheets

	2021-25385N	2021-25485N	2021-25585N	2021-25685	2021-25785N	2021-25885	2021-25985N	2021-26085
Development Name	Arbor Park	Princeton Grove	Somerset Landings	Serenity Grove	Flats at Balcham Park	Nathan Ridge	Douglas Gardens IV	Aria Apartments
Veterans Preference								
3 b. If committing to the Elderly Demographic Commitment, does the Application qualify for the Veterans Preference?	Y	Y	N	N	N	N	Y	N
Self-Sourced Applications								
3 a (1)(b) Applicant stated that it was a Self-Sourced Application	N	N	N	N	N	Y	N	N
3 a. Demographic Commitment of Family was selected	N	N	N	N	N	Y	N	N
4 b. Development Category of New Construction was selected	N	N	N	N	N	Y	N	N
5 g. Development is not an IDA Development	N	N	N	N	N	Y	N	N
6 f. At least 5% of the total units were set aside below 50% AMI	N	N	N	N	N	Y	N	N
10 b (2)(b) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by Natural Person Principal of the Applicant stated on the Principal Disclosure Form	N	N	N	N	N	Y	N	N
10 b (2)(b) Verification that the Amount of self-sourced financing (estimated from the Principal) stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least 60% of the eligible SMI request amount or \$1 million	N	N	N	N	N	Y	N	N
If all of the above requirements are met, the Applicant is a Self-Sourced Applicant	N	N	N	N	N	Y	N	N

RFA 2020-205 Scoring Sheet

	2021-261BSM	2021-262BSM	2021-263S	2021-264BS	2021-265SM	2021-266SM	2021-267BS	2021-268BSN
Development Name	Utrata Gardens Elderly	Sierra Bay	Oakhurst Trace	Pinnacle Gardens	Dunedin Senior	The Avalon	Puerta del Sol	Bayside Breeze
1D.c. Development Cost Pro Forma provided (listing expenses of uses) and Construction/Rehab Analysis and Permanent analysis (listing sources) – Sources must equal or exceed uses	Y	Y	Y	Y	Y	Y	Y	Y
Total Development Cost Per Unit Limitation met (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax-Exempt Bond financing prior to the Application Deadline (Section One, C.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification of no prior acceptance to an invitation to issue credit underlying for the same Development in a previous RFA (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Verification of no recent delinquencies (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
Financial Awards Met (Section Five, A.1.)	Y	Y	Y	Y	Y	Y	Y	Y
All Eligibility Requirements Met?	Y	Y	Y	Y	Y	Y	Y	Y
The Bidders								
1D.d. Per Unit Construction Funding Preference if Applicable (Section Five, B.3.b.)	Y	Y	Y	Y	Y	Y	Y	Y
5.a. Priority Funding Preference	Y	Y	Y	Y	Y	Y	Y	Y
5.c. Greenery/Moss Funding Preference	Y	Y	Y	Y	Y	Y	Y	Y
5.e. Community Service Preference	Y	Y	Y	Y	Y	Y	Y	Y
Florida Job Creation Preference (Section Five, B.3.d.)	Y	Y	Y	Y	Y	Y	Y	Y
Lottery Number (Section Five, B.4.e.)	55	86	63	35	1	75	33	14

RFA 2021-205 Scoring Sheets

	2021-2695N	2021-2705	2021-27185N	2021-27285M	2021-2735	2021-27485M	2021-27585M	2021-27685M
Development Name	Southwest Common	Metro Grande II	Royal Pointe	Park Ridge II	The Villages Apartments, Phase II	Bethany Gardens Apartments	Hermosa North Fort Myers	Orange on 14th Street
10.c. Developer's Cost Pro Forma provided (listing expenses of uses) and Construction/Rehab analysis and Permitting analysis (bidding sources). Services must equal or exceed uses.	Y	Y	Y	Y	Y	Y	Y	Y
Total Development Cost Per Unit (limiting cost) (Section Five, A.1.1)	Y	Y	Y	Y	Y	Y	Y	Y
Verification that the Applicant has not closed on the Tax-Exempt Bond Issuance prior to the Application Deadline (Section One, E)	Y			Y	Y	Y	Y	Y
Verification of no prior acceptance to an Incubator to enter credit underwriting for the same development in a previous RFA (Section Five, A.1.1)	Y	Y	Y	Y	Y	Y	Y	Y
Verification of no record obligations (Section Five, A.1.1)	Y	Y	Y	Y	Y	Y	Y	Y
Financial Arrears Met (Section Five, A.1.1)	Y	Y	Y	Y	Y	Y	Y	Y
All Eligibility Requirements Met?	Y	Y	Y	Y	Y	N	N	N
The Budget								
10.d. Per Unit Construction Funding Preference, if applicable (Section Five, B.4.b)	Y	Y	Y	Y	Y	Y	Y	Y
5.e. Program Funding Preference	Y	Y	Y	Y	Y	Y	Y	Y
5.e. Grocery Store Funding Preference	Y	Y	Y	Y	Y	Y	N	Y
5.e. Community Service Preference	Y	Y	Y	Y	Y	Y	Y	N
10.d.4 Job Creation Preference (Section Five, B.4.d)	Y	Y	Y	Y	Y	Y	Y	Y
10.d.5 Lottery Rector (Section Five, B.4.e)	22	43	39	84	57	4	21	7

RFA 2020-205 Scoring Sheets

	2021-2775	2021-2785	2021-2795A	# of Applications that did not meet requirements
Development Name	3611/3621 Cleveland Avenue	Edison Towers Apartments	Seamfield Senior Apartments	
Points awarded				
Bookmarking Attachments prior to submission (Section Three, 4.2.b.1) (5 points)	5	5		1
3.b.1)(b) Developer Experience (Withdrawal Documents) (5 points)	5	5		
3.b.1)(c) B2B20-1 Disincentive (5 points)	5	5		1
3.c.(2) Submission of Principal Disclosure Form that is either (a) stamped "Approved" at least 14 Calendar Days prior to the Application Deadline; or (b) stamped "Received" by the Corporation at least 14 Calendar Days prior to the Application Deadline AND stamped "Approved" prior to the Application Deadline	5	5		1
3. Local Government Contribution (Up to 5 points)	5	0		1
Total Points (maximum of 25 points)	25	20	25	4
Eligibility Requirements				
Submission Requirements met (Section Three, 2.)	Y	Y		
1. Executed Applicant Certification and Acknowledgment forms submitted	Y	Y		1
2.a. Disincentive Commitment selected	Y	Y		1
3.a.1) Name of Applicant provided	Y	Y		
3.a.2) Evidence Applicant is a legally formed entity provided	Y	Y		
3.b.1) Name of each Developer provided	Y	Y		
3.b.2) Evidence that each Developer entity is a legally formed entity provided	Y	Y		
3.b.3)(a) Developer Experience Requirement met	Y	Y		1
3.c.1) Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements	Y	Y		1
3.d.1) Management Company information provided	Y	Y		
3.d.2) Prior General Management Company Experience requirement met	Y	Y		1
3.e.1) Authorized Principal Representative provided and meets requirements	Y	Y		
4.a. Name of Proposed Development provided	Y	Y		
4.b.1) Development Category selected	Y	Y		
4.b.2) Development Category Qualifying Conditions met	Y	Y		1
4.c. Development Type provided, and breakdown of number of units associated with each Development Type, if applicable	Y	Y		1
5.a. County identified	Y	Y		1

RFA 2020-205 Easing Streets

	2021-2775	2021-2785	2021-2795N	# of Applications that did not meet requirements
Development Name	3611/3621 Cleveland Avenue	Edison Tower Apartments	Summerfield Senior Apartments	
5.b. Address of Development Site provided	Y	Y	Y	0
5.c. Question whether a Scattered Sites Development answered	Y	Y	Y	0
5.d. (1) Development Location Plan provided	Y	Y	Y	0
5.d. (2) Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable	Y	Y	Y	0
5.e. (1) Minimum Transit Score met if applicable	Y	Y	Y	0
5.e. Minimum Total Proximity Score met	Y	Y	Y	0
5.f. Mandatory Distance Requirement met	Y	Y	Y	0
5.g. Limited Development Area (LDA) conditions met, if applicable	Y	Y	Y	0
6.a. Total Number of Units provided and with fines	Y	Y	Y	1
6.b. Number of new construction units and rehabilitation units provided	Y	Y	Y	0
6.c. Occupancy status of any existing units provided, if Rehabilitation	Y	Y	Y	0
6.d. (1) Minimum Set-Back elevation provided	Y	Y	Y	0
6.d. (2) Total Set-Back Breakdown Chart properly completed	Y	Y	Y	2
6.e. Unit provided and meets requirements	N	Y	Y	1
6.f. Number of residential buildings provided and meets requirements	Y	Y	Y	1
7.a. Evidence of Site Control provided	Y	Y	Y	1
7.b. (1) Appropriate Zoning demonstrated	Y	Y	Y	1
7.b. (2) Availability of Water demonstrated	Y	Y	Y	1
7.b. (3) Availability of Sewer demonstrated	Y	Y	Y	1
8.d. Green Building Certification or minimum additional Green Building Features selected, as applicable	Y	Y	Y	1
9. Minimum number of Resident Programs selected	Y	Y	Y	0
10.a. (1) Applicant's \$MIB Funding Request Amount provided	Y	Y	Y	1
10.a. (2) Applicant's \$MIB Request Amount Meets Minimum Request Amount (Marion-Dade County Only)	Y	Y	Y	1
10.a. (3) Applicant's Non-Competitive MIB Request Amount provided	Y	Y	Y	1
10.a. (4) Applicant's MIB Request Amount (if Corporate Request Bonus) or MIB Request Amount and Other Request Information (if Non-Corporate Request Bonus) provided	Y	Y	Y	1

RFA 2010-205 Scoring Sheets

	2011-2775	2011-2785	2011-2795N	# of Applications that did not meet requirements
Development Name	3611/3621 (Cleveland Avenue)	Edison Towers Apartments	Summerfield Senior Apartments	
10.c. Development Cost Pro Form provided (listing expenses or uses) and Construction/Rehab analysis and Permanent analysis (listing sources) – Sources meet equal or exceed uses	Y	Y	-	1
Total Development Cost Per Unit limitation met (Section Five, A.1.)	Y	Y	-	
Verification that the Applicant has not closed on the Tax Exempt Bond financing prior to the Application Deadline (Section One, C.)	Y	Y	-	
Verification of no prior acceptance to an investor to acquire debt underlying for the same Development in a previous RFA (Section Five, A.1.)	Y	Y	-	
Verification of no recent debt obligations (Section Five, B.1.)	Y	Y	-	
Financial Airtight Met (Section Five, A.3.)	Y	Y	-	1
All Eligibility Requirements Met?	N	Y	Y	12
The Breakout				
10.d. Per Unit Construction Funding Preference, if applicable (Section Five, B.3.b.)	Y	Y	-	1
3.e. Proximity Funding Preference	Y	Y	-	1
3.e. Grocery Store Funding Preference	Y	Y	-	2
3.e. Community Services Preference	Y	Y	-	1
Florida Job Creation Preference (Section Five, B.4.d.)	Y	Y	-	1
Lottery Number (Section Five, B.4.e.)	30	87	75	

RFA 2020-205 Scoring Sheets

	2021-2775	2021-2755	2021-2765	# of Applications that did not meet requirements
Development Name	3511/3521 Cleveland Avenue	Edison Towers Apartments	Summerfield Senior Apartments	
Veterans Preference				
7.a. If committing to the Elderly Demographic Commitment, does the Application qualify for the Veterans Preference?	N	Y	Y	3
Self-Sourced Applications				
3.a.(1)(b) Applicant stated that it was a Self-Sourced Application	N	N	N	6
7.c. Demographic Commitment of Family was selected	N	N	N	
4.b. Development Category of New Construction was selected	N	N	N	
5.g. Development is not an LGA Development	N	N	N	
6.d. At least 5% of the total units were set aside below 50% AMI	N	N	N	
10.b.(3)(i) The Self-Sourced Financing Commitment Verification Form (Rev. 11-19) was provided and executed by Natural Person Prior to that of the applicant stated on the Principal Disclosure Form	N	N	N	
10.b.(3)(ii) Verification that the Amount of self-sourced financing committed from the Form is stated on the Self-Sourced Financing Commitment Verification Form was the greater of at least half of the eligible SMI request amount or \$1,000,000	N	N	N	
If all of the above requirements are met, the Applicant is a Self-Sourced Applicant	N	N	N	6

RFA 2020-205 Board Approved Preliminary Awards

Application Number	Name of Development	County	County ID#	Name of Applicant/Principal	Name of Developer	Dir. Category	Other Commitment	SALE Request	Lot Request	Total SALE Request (\$K +/- 10%)	Vehicle Preference?	Self Storage Applied?	Total Number of Units	Total Pools	Pre-leased/Construction Funding Preference	Leasing/Lenore	Priority Funding Preference	Community Development/Job Creation/Board Job Creation Preference	Lottery Number	
Small County Applications																				
2020-23083*	Greenwater Apartments Phase 1	Columbia	5	Chapman & Rieger	Greenwater Apartments Developer, LLC The Greater Columbia Community Development Corporation, LLC	MC	F	3,253,000	400,000	3,653,000	N	N	NA	25	Y	5	Y	Y	Y	33
Medium County Applications																				
2021-23105	The Villas at	De Kalb	61	Alban E. Pittas	Boundstone Development, LLC	MC	E, Non-App	4,000,000	600,000	4,600,000	Y	N	130	25	X	4	Y	Y	Y	18
2021-23085	Blosswood Pointe	DeKalb	61	Scott Zimmerman	Blosswood Pointe Developer, LLC	MC	F	6,000,000	600,000	6,600,000	N	N	190	25	X	3	Y	Y	Y	19
2021-23124	5000 Peachtree Lakes	Demolish	63	Stephen J. Wall	5000 Peachtree Lakes LLC, SDA, Development, LLC	MC	F	3,500,000	600,000	4,100,000	N	N	60	25	X	5	Y	Y	Y	45
Large County Applications																				
21-23455	Madison Towers	Winn-Dixie	1	Jana V. Gajek	RS Development Corp., LLC/RS Sports	MC	F	4,321,000	600,000	4,921,000	N	N	119	25	X	3	Y	Y	Y	67
21-23436	Timber Creek Apartments	Orange	1	Scott Zimmerman	MSO Timber Creek Developer, LLC	MC	F, Non-App	3,400,000	600,000	4,000,000	Y	N	120	25	X	4	Y	Y	Y	29
21-23434	LaBrea Park - Phase 1	Winn-Dixie	1	Matthew A. Rieger	MSO LaBrea Park Developer, LLC, Building Builders Community, LLC	MC	F	2,070,000	600,000	2,670,000	N	N	20	25	X	1	Y	Y	Y	48
2021-20954	Southwest Commons	Orange	1	Stephen J. Wall	Southwest Commons Property Developer, LLC	MC	F	7,000,000	600,000	7,600,000	N	N	120	25	X	3	Y	Y	Y	41
2021-2255	5000 Peachtree Lakes II	DeKalb	61	Stephen J. Wall	5000 Peachtree Lakes II, LLC, DeKalb Building Group, LLC	MC	F	3,000,000	600,000	3,600,000	N	N	51	25	X	4	Y	Y	Y	2

On January 20, 2021, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's recommendation and all recommendations to select the above Applications for funding and invite the Applicants to enter into a funding agreement. Any increase of an Applicant's may be necessary to proceed with a project as set forth in accordance with Section 173.5(2), Fla. Stat., Rule Chapter 28, 11C, F.A.C. and Rule 61, 60, 000, F.A.C. All rules are updated within the time prescribed in Section 173.5(2), Fla. Stat. This constitutes a notice of proceedings under Chapter 120, F.S. 514C.

EXHIBIT “C”

- c. By the Application's eligibility for the Proximity Funding Preference (which is outlined in Section Four A.5.e. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
- d. By the Application's eligibility for the Grocery Store Funding Preference (which is outlined in Section Four A.5.e. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
- e. Next, by the Application's eligibility for the Community Service Preference which is outlined in Section Four A.5.e. of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- f. By the Application's eligibility for the Florida Job Creation Funding Preference which is outlined in Item 4 of Exhibit C of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference); and
- g. By lottery number, resulting in the lowest lottery number receiving preference.

5. The Funding Selection Process

- a. Goals to fund seven Medium and Large County, New Construction Applications
 - (1) Goal to fund one New Construction Application located in Miami-Dade County and one New Construction Application located in Broward County
 - (a) First Application

The first Application selected for funding will be the highest ranking eligible New Construction Application that is located in Miami-Dade County or Broward County, regardless of the Demographic Commitment, the Application's qualifications for the Veterans Preference, or the Applicants' status as a Self-Sourced Applicant or Non-Self-Sourced Applicant.
 - (b) Second Application
 - If the first Application selected for funding was an Elderly Application located in Miami-Dade County, the second Application will be the highest-ranking Family Application located in Broward County, with a preference that it be a Self-Sourced Application located in Broward County.
 - If the first Application selected for funding was an Elderly Application located in Broward County, the second Application will be the highest-ranking Family Application located in Miami-Dade County, with a preference that it be a Self-Sourced Application located in Miami-Dade County.

- If the first Application selected for funding was a Family Application located in Miami-Dade County, the second Application will be the highest-ranking Application located in Broward County that either (i) is an Elderly Application that qualifies for the Veterans Preference; or (ii) is a Family Application that qualifies as a Self-Sourced Application. If there are no eligible Elderly Applications that qualifies for the Veterans Preference or Family Application that qualifies as a Self-Sourced Applications located in Broward County, then the second Applications selected for funding will be the highest-ranking Application located in Broward County, regardless of the Demographic Commitment, the Application's qualifications for the Veterans Preference, or the Applicants' status as a Self-Sourced Applicant or Non-Self-Sourced Applicant.
- If the first Application selected for funding was a Family Application located in Broward County, the second Application will be the highest-ranking Application located in Miami-Dade County that either (i) is an Elderly Application that qualifies for the Veterans Preference; or (ii) is a Family Application that qualifies as a Self-Sourced Application. If there are no eligible Elderly Applications that qualifies for the Veterans Preference or Family Application that qualifies as a Self-Sourced Applications located in Miami-Dade County, then the second Applications selected for funding will be the highest-ranking Application located in Miami-Dade County, regardless of the Demographic Commitment, , the Application's qualifications for the Veterans Preference, or the Applicants' status as a Self-Sourced Applicant or Non-Self-Sourced Applicant.

(2) Goal to fund two Elderly, Large County, New Construction Applications

This goal will be met under the following circumstances:

- (a) If neither of the Applications selected to meet the goal described in (1) above are Elderly Applications, the two highest-ranking eligible Elderly, Large County, New Construction Applications that meets the Veterans Preference will be selected for funding, subject to the County Award Tally and both Funding Tests. If the goal could not be met because there were not enough eligible Applications that meets the Veterans Preference and this goal, the two highest-ranking eligible Elderly, Large County, New Construction Applications will be selected for funding, subject to the County Award Tally and both Funding Tests.
- (b) If one of the Applications selected to meet the goal described in (1) above is an Elderly Application, the highest-ranking eligible Elderly, Large County, New Construction Application that meets the Veterans Preference will be selected for funding, subject to the County Award Tally and both Funding Tests. If the goal could not be met because there were no eligible unfunded Elderly, Large County, New

Construction Applications that meets the Veterans Preference, the highest-ranking eligible Elderly, Large County, New Construction Application will be selected for funding, subject to the County Award Tally and both Funding Tests.

(3) Goal to Fund Three Family, Large County, New Construction Applications

This goal will be met under the following circumstances:

- (a) If one or both of the Applications selected to meet the goal described in (1) above is a Family Application, that Application(s) will count towards this goal. To meet this goal, the highest-ranking Family, Large County, New Construction Self-Sourced Application(s) will be selected, subject to the County Award Tally and both Funding Tests, until this goal is met. If the goal could not be met because there were not enough eligible unfunded Self-Sourced Applications that could meet this goal, then the highest-ranking Family, Large County, New Construction Non-Self-Sourced Application(s) will be selected, subject to the County Award Tally and both Funding Tests, until this goal is met.

(4) Goal to Fund one Elderly, Medium County, New Construction Application

The Application selected for funding will be the highest ranking eligible Elderly, Medium County, New Construction Application that meets the Veterans Preference, subject to the Funding Tests. If the goal could not be met because there were no eligible unfunded Elderly, Medium County, New Construction Applications that meets the Veterans Preference, the highest-ranking eligible Elderly, Medium County, New Construction Application will be selected for funding, subject to the Funding Tests.

(5) Goal to Fund two Family, Medium County, New Construction Applications

The first Application selected for funding will be the highest-ranking eligible Family, Medium County, New Construction Application from a Self-Sourced Applicant, subject to the County Award Tally and Funding Tests.

After the selection of the Application from a Self-Sourced Applicant or if there are no Applications from a Self-Sourced Applicant that can meet this goal, the additional Application(s) selected to meet this goal will be the highest-ranking Family, Medium County, New Construction Application(s), regardless of whether the Application(s) is from a Self-Sourced Applicant, subject to the County Award Tally and both Funding Tests.

b. Family or Elderly (ALF or Non-ALF) Small County Applications

The highest ranking eligible unfunded Family or Elderly (ALF or Non-ALF) Small County Applications, regardless of the Development Category, the Application's qualifications for the Veterans Preference, or the Applicants' status as a Self-Sourced Applicant or

Non-Self-Sourced Applicant, will be selected for funding, subject to the Geographic and Demographic Funding Tests and the County Award Tally.

If funding remains and none of the eligible unfunded Small County Applications can meet both of the Funding Tests, or if there are no eligible unfunded Small County Applications, the remaining Small County Geographic funding will be allocated to the Medium County Geographic Category and to the Large County Geographic Category on a pro-rata basis based on the geographic distribution adjusted to meet the requirements of Section 420.5087, F.S.

c. Family or Elderly (ALF or Non-ALF) Medium County Applications

(1) Self-Sourced Applications

First, the highest ranking eligible unfunded Family Medium County Self-Sourced Applications will be selected for funding, subject to the Geographic and Demographic Funding Tests and the County Award Tally.

If funding remains and none of the eligible unfunded Family Medium County Self-Sourced Applications can meet both of the Funding Tests, no further Family Medium County Self-Sourced Applications will be selected for funding.

(2) One Application that meet the Veterans Preference

Next, the highest ranking eligible unfunded Elderly Medium County Application that meet the Veterans Preference will be selected for funding, subject to the Geographic and Demographic Funding Tests and the County Award Tally.

(3) Remaining Medium County Funding

If funding remains, the highest ranking eligible unfunded Family or Elderly (ALF or Non-ALF) Medium County Applications, regardless of the Development Category, will be selected for funding, subject to the Geographic and Demographic Funding Tests and the County Award Tally.

If none of the eligible unfunded Medium County Applications can meet both of the Funding Tests, or if there are no eligible unfunded Medium County Applications, the remaining Medium County Geographic funding will be allocated to the Large County Geographic Category.

d. Family or Elderly (ALF or Non-ALF) Large County Applications

(1) Self-Sourced Applications

First, the highest ranking eligible unfunded Family Large County Self-Sourced Applications will be selected for funding, subject to the Geographic and Demographic Funding Tests and County Award Tally.

If funding remains and none of the eligible unfunded Family Large County Self-Sourced Applications can meet both Funding Tests, all remaining Self-Sourced Applicant Family Funding and Non-Self-Sourced Applicant Family Funding will be merged ("Family Funding Merge"). No further Self-Sourced Applications will be funded.

- (2) One Application that meet the Veterans Preference

Next, the highest ranking eligible unfunded Elderly Large County Application that meet the Veterans Preference will be selected for funding, subject to the Geographic and Demographic Funding Tests and the County Award Tally.

- (3) Remaining Large County Funding

If funding remains, the highest ranking eligible unfunded Family or Elderly (ALF or Non-ALF) Large County Applications, regardless of the Development Category, will be selected for funding, subject to the Geographic and Demographic Funding Tests and the County Award Tally.

If funding remains and no eligible unfunded Large County Applications can meet the Funding Tests, then no further Applications will be selected for funding and the remaining funding will be distributed as approved by the Board.

6. Returned Funding

Funding that becomes available after the Board takes action on the Committee's recommendation(s), due to an Applicant withdrawing, an Applicant declining its invitation to enter credit underwriting or the Applicant's inability to satisfy a requirement outlined in this RFA, and/or provisions outlined in Rule Chapter 67-48, F.A.C., will be distributed as approved by the Board.

SECTION SIX AWARD PROCESS

Committee members shall independently evaluate and score their assigned portions of the submitted Applications, consulting with non-committee Corporation staff and legal counsel as necessary and appropriate.

The Committee shall conduct at least one public meeting during which the Committee members may discuss their evaluations, select Applicants to be considered for award, and make any adjustments deemed necessary to best serve the interests of the Corporation's mission. The Committee will list the Applications deemed eligible for funding in order applying the funding selection criteria outlined in Section Five above and develop a recommendation or series of recommendations to the Board.

The Board may use the Applications, the Committee's scoring, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Applicants to whom to award funding. Notwithstanding an award by the Board pursuant to this RFA, funding will be subject to a positive recommendation from the Credit

EXHIBIT “D”

Attachment

8

FLORIDA HOUSING FINANCE CORPORATION
Site Control Certification Form

As of the Application Deadline for this RFA, the Applicant entity

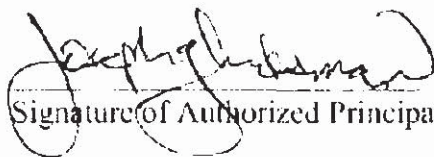
Quiet Meadows, LTD

has control of the Development site and all Scattered Sites, if applicable. Control of the site means that by Application Deadline the Applicant can establish one or more of the following requirements that include the terms set forth in Section Four A.7.a. of the RFA:

- Eligible Contract
- Deed or Certificate of Title
- Lease

To be considered complete, documents demonstrating that site control pursuant to the terms set forth in Section Four A.7.a. of the RFA are attached.

Under the penalties of perjury pursuant to Section 92.525, F.S., and of material misrepresentation pursuant to Section 420.508(35), Fla. Statutes, and Fla. Admin. Code Section 67-21.003(6) and/or 67-48.004(2), I declare and certify that I have read the foregoing and that the information is true, correct and complete.



Signature of Authorized Principal Representative

Joseph Glueksman

Name (typed or printed)

Pres. of Managing Member of General Partner

Title (typed or printed)

This form must be signed by the Authorized Principal Representative stated in Exhibit A.

ASSIGNMENT OF PURCHASE CONTRACTS

(CITY OF BELLE GLADE & QUIET WATERS DEVELOPMENT PROPERTIES)

from

**MCCURDY SENIOR HOUSING CORPORATION, A FLORIDA NOT FOR PROFIT
CORPORATION**

in favor of

QUIET MEADOWS, LTD., A FLORIDA LIMITED PARTNERSHIP

This ASSIGNMENT OF PURCHASE CONTRACTS executed as of December 01, 2019 (the "Assignment") from MCCURDY SENIOR HOUSING CORPORATION, a Florida not for profit corporation (together with its successors and assigns, "MSHC") to QUIET MEADOWS, LTD., a Florida limited partnership together with its successors and assigns, ("QUIET MEADOWS").

WITNESSETH:

WHEREAS, MSHC executed a purchase contract with the City of Belle Glade to purchase certain property owned by the City of Belle Glade located at 350 SW 10th Street, Belle Glade, Florida as more particularly described in the contract attached hereto as Exhibit "A" (the "City Property"); and

WHEREAS, MSHC executed a purchase contract with MCCURDY CENTER, LTD., a Florida limited partnership ("MCCURDY CENTER") to purchase certain property owned by MCCURDY CENTER contiguous to the City Property located at 350 SW 10th Street, Belle Glade, Florida as more particularly described in the contract attached hereto as Exhibit "B" (the "McCurdy Center Property"); and

WHEREAS, QUIET MEADOWS intends to respond to an RFA issued by the Florida Housing Finance Corporation and MSHC has formed QUIET MEADOWS to be the applicant for the RFA; and

WHEREAS, MSHC intends to transfer to QUIET MEADOWS site control of the City Property and the McCurdy Center Property for the development of an affordable housing project for elderly and disabled residents.

NOW THEREFORE, in consideration the further development and operation of the City Property and the McCurdy Center Property for an affordable housing facility and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

Section 1. Assignment. MSHC sells, assigns and sets over and transfers to QUIET MEADOWS all the right, title and interest of MSHC in the contracts to purchase the City Property and the McCurdy Center Property attached hereto as Exhibit "A" and Exhibit "B". QUIET MEADOWS hereby accepts all right, title and interest of MSHC with respect to the contracts for the City Property and the McCurdy Center Property and agrees to be bound by and perform all of the obligations, restrictions and covenants contained therein.

Section 2. Representations. MSHC hereby represents and warrants to QUIET MEADOWS that it has the full right and authority to transfer and assign its rights under the City Property and McCurdy Center Property contracts to QUIET MEADOWS.

Section 3. Miscellaneous. In case any one or more of the provisions contained in this Assignment are invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby.

Section 4. Counterparts; Electronic Signatures. This Assignment may be executed in any number of counterparts, each executed counterpart constituting an original, but all counterparts together constituting only one instrument. To the fullest extent permitted by applicable law, electronically transmitted or facsimile signatures shall constitute original signatures for all purposes under this Assignment.

Section 5. Governing Law. It is the intention of the parties hereto that this Assignment and the rights and obligations of the parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of Florida, without reference to its conflicts of laws and principles.

IN WITNESS WHEREOF, the parties have caused this Assignment of to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

MCCURDY SENIOR HOUSING CORPORATION, a Florida not for profit corporation

By: Joseph Glucksman
Name: Joseph Glucksman
Title: President

ASSIGNEE:

QUIET MEADOWS, LTD., a Florida limited partnership

By: QUIET MEADOWS, LLC a Florida limited liability company, its sole general partner

By: MCCURDY SENIOR HOUSING CORPORATION, a Florida not for profit corporation, its Managing Member

By: Joseph Glucksman
Name: Joseph Glucksman
Title: President

Joseph Glucksman
[Signature]

WITNESSES TO BOTH SIGNATURES

EXHIBIT A
(EXECUTED COPY OF CITY PROPERTY CONTRACT)

RESOLUTION NO. 2019-3500

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BELLE GLADE, FLORIDA, APPROVING THE SALE OF CITY PROPERTY LOCATED AT 350 S.W. 10TH STREET, BELLE GLADE, TO MCCURDY SENIOR HOUSING CORPORATION; AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND OTHER RELATED DOCUMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the City of Belle Glade, Florida, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City of Belle Glade owns property located at 350 S.W. 10th Street, Belle Glade (the "Property"); and

WHEREAS, the Property was part of a larger parcel (19.77 acres) originally sold by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the "Trustees"), and the School Board later transferred the Property and another larger parcel to the City; and

WHEREAS, the Property is located adjacent to the Quiet Waters Senior Housing Complex developed by McCurdy Senior Housing Corporation ("McCurdy"), a Florida not-for-profit organization; and

WHEREAS, the City previously sold McCurdy the land for the development of the senior housing complex; and

WHEREAS, McCurdy wishes to purchase the Property and further develop the complex by adding approximately 120 one-bedroom and three-bedroom residential units with common areas for socialization and the delivery of supportive services; and

WHEREAS, the City Commission finds that the sale of the Property to McCurdy will provide affordable housing and supportive services to residents of the community and others and finds that such sale is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BELLE GLADE, FLORIDA, THAT:

Section 1. **Recitals.** The foregoing recitals are hereby incorporated herein.

Section 2. The City Commission approves the sale of 350 S.W. 10th Street, Belle Glade to McCurdy Senior Housing Corporation. The City Commission authorizes the Mayor to execute

Resolution No. 2019-3500 _____ Continued

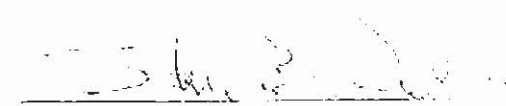
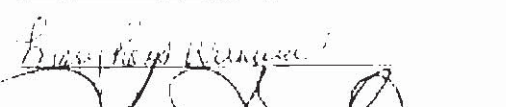
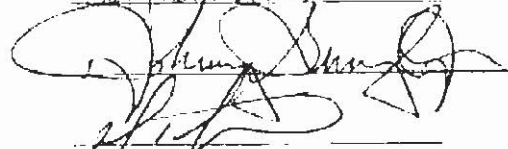

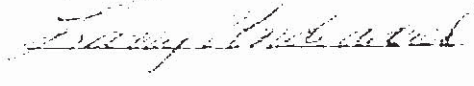
the Purchase and Sale Agreement attached hereto as **Exhibit "A"** (incorporated herein by this reference) and any other documents required by the Agreement or otherwise.

Section 3. All Resolutions or parts of Resolutions in conflict herewith are and the same are repealed to the extent of such conflict.

Section 4. Should any section or provision of this Resolution or portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Resolution.

Section 5. The provisions of this Resolution shall become effective immediately upon adoption.

DONE and RESOLVED at Regular Session of the City Commission of the City of Belle Glade, Florida, this 18th day of March, 2019.

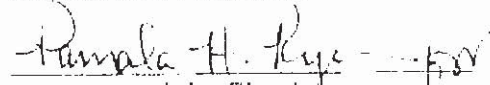
	AYE	NAY	
Mayor Wilson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vice Mayor Wilkerson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Commissioner Burroughs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Commissioner Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Commissioner Underwood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

[MUNICIPAL SEAL]

Attest:


Debra R. Buff, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Glen J. Torcivia, City Attorney

**CITY OF BELLE GLADE, FLORIDA
CONTRACT FOR SALE AND PURCHASE
AND
DEPOSIT RECEIPT**

THIS CONTRACT is made as of the date last executed below ("Effective Date"), by and between the CITY and the BUYER, and in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge receipt of the same, the parties agree as follows:

SELLER: The City of Belle Glade (the "CITY"), a municipal corporation created and existing under the laws of the State of Florida

ADDRESS: City of Belle Glade
Attn: City Manager's Office
110 Dr. Martin Luther King, Jr. Blvd, West
Belle Glade, FL 33430-3900

BUYER: McCurdy Senior Housing Corporation, (the "BUYER"), a not for profit corporation created and existing under the laws of the State of Florida.

Address: 306 S.W. 10th Street
Belle Glade, FL 33430

Attn: Mr. Joseph Glucksman, President

1. **AGREEMENT TO SELL:** The CITY hereby agrees to sell and the BUYER hereby agrees to buy in accordance with this Contract all that certain real property, together with all improvements, easements and appurtenances. more particularly described as follows (the "Property"):

Property Control No. 04-37-43-31-01-028-0020
Street address: 350 S.W. 10th Street, Belle Glade, Florida

It is the intent of the parties that the Property be the "Not Included" property adjacent to S.W. 10th Street as shown on the Plat of Belle Glade ALF recorded in Plat Book 111, pages 47-48 of the Public Records of Palm Beach County (the "Plat") and that the north, west and south boundaries of the Property be contiguous to the boundaries on the Plat adjacent to the Property. Any revised legal description shall be determined by a survey acceptable to both CITY and BUYER.

2. **PURCHASE PRICE; FINANCING:** BUYER hereby agrees to pay the CITY **One Hundred Thirty-Six Thousand Dollars (\$136,000.00)** which shall be paid in the form of a Certified or Cashier's Check in the following manner:

- a. **Deposit:** BUYER has deposited with the CITY the sum of **Ten Thousand Dollars (\$10,000.00)** in the form of a Certified or Cashier's Check, made payable to The City of Belle Glade. Said deposit shall be credited to the BUYER at the time of closing. Should the BUYER default, the deposit shall be released to the CITY and shall cover all liquidated damages relating to said default.
 - b. **Balance:** The balance of the purchase price in the amount of **One Hundred Twenty Six Thousand Dollars (\$126,000.00)** shall be paid by Certified or Cashier's Check at the time of closing. In addition to the purchase price, any costs of sale incurred by the CITY as more particularly described in Section 3 c. below ("Seller's Costs") shall be paid by the BUYER by Certified or Cashier's Check made payable to the City of Belle Glade at the time of closing.
 - c. **Financing:** This Contract is contingent on BUYER obtaining a written loan commitment which confirms loan approval for a loan to purchase the Property or other proof of financing acceptable to the CITY (collectively, the "Loan Approval") within 30 days after the date this Contract is last executed. If BUYER does not deliver to the CITY written notice of Loan Approval within the time given herein, CITY may thereafter cancel this Contract by delivering written notice (the "Cancellation Notice") to BUYER, but not later than five (5) days prior to closing. CITY's Cancellation Notice must give the BUYER three (3) days to deliver to the CITY the Loan Approval, or the Contract shall be cancelled and the full amount of BUYER'S deposit shall be returned to BUYER upon said notice.
3. **CLOSING, EXPENSES AND POSSESSION:** The CITY's obligation to close this sale is conditioned upon approval by the City Commission. The CITY will deliver possession of the Property to the BUYER at Closing, at which time the BUYER shall pay the balance of the purchase price. The following are additional details of the Closing:
- a. **Time and Place:** The Closing shall take place either (1) within two (2) years after the date this Contract is last executed, contingent upon the current tenant, the Boys and Girls Clubs of Palm Beach County, Inc. ("Tenant"), vacating the Property within those two years; or (2) within sixty (60) days of the Tenant receiving a certificate of occupancy on its new location at 1101 Dr. Martin Luther King, Jr. Blvd. W., Belle Glade (PCN: 04-37-43-31-01-028-0030) provided Tenant has vacated the Property, whichever occurs first. In either case, the Closing is also contingent upon the expiration, termination or surrender of the CITY's lease with the Tenant, dated November 12, 2002 ("Club Lease"). The Closing shall take place at a time and location of mutual agreement among the CITY and the BUYER and BUYER'S lender;
 - b. **Conveyance:** At Closing, the CITY will deliver to the BUYER a fully executed quit claim deed (the "Deed") conveying the Property and any improvements in "AS IS, WHERE IS CONDITION," without warranties or representations. The form of the Quit Claim Deed shall substantially comply with the form attached hereto as **Exhibit "A"**; and

- c. **Expenses:** The BUYER shall pay all costs of closing including, but not limited to, all costs incurred through appraisal of the property and survey costs. The normal SELLER customary and reasonable real estate closing expenses, including documentary stamp tax on the deed, recording fees, abstract or title insurance fees, or title attorney's fees ("Seller's Costs"), shall also be paid by the BUYER. SELLER shall provide BUYER with copies of all Seller's Costs at least two weeks before Closing and BUYER shall have the right to dispute Seller's Costs and Closing shall be delayed until all Seller's Costs are resolved and agreed upon. The BUYER shall choose the title company to close this transaction and provide all title services. BUYER shall pay any costs charged by such company or agent for this closing service. If BUYER obtains a survey, nothing contained therein shall affect the purchase price or terms of this contract.
- d. **Title:** CITY shall convey to BUYER insurable title to the Property, subject only to the Permitted Exceptions set forth on **Exhibit "B"** attached hereto. BUYER'S title company shall have until sixty (60) days after this Agreement is last executed to obtain and examine a title commitment for the Property and to notify CITY as to any exception which is unacceptable to Buyer ("Objections"). CITY shall have the right, but not the obligation, to take the actions necessary to have the Objections deleted or insured over by the title company, or transferred to bond so that the Objections are removed from the Title Commitment. If CITY notifies BUYER that it is unwilling or unable to cure the Objections, BUYER shall have the option, to be exercised at any time before Closing to either (a) proceed to Closing and accept the title in its existing condition, or (b) terminate the Contract by sending written notice to CITY and obtain a refund of the BUYER'S deposit. The BUYER shall not be entitled to the return of the BUYER'S deposit, if the Objections are related to the Deed Restrictions, as modified, or to the right of reverter.
- e. **Survey.** BUYER shall until sixty (60) days after this Agreement is last executed to, at its expense, obtain and examine a survey of the Property. If the Survey shows any encroachment on the Property, or that any improvement located on the Property encroaches on the land of others, or if the Survey shows any other defect which would affect either the insurability of BUYER'S intended use of the property for affordable housing, BUYER shall notify CITY and such defect shall be treated in the same manner as title defects are treated under this Contract.

4. **REAL ESTATE TAXES, EASEMENTS, ENCUMBRANCES, RESTRICTIONS, RIGHT OF REVERTER AND PAYMENT IN LIEU OF TAXES:** CITY agrees to pay all outstanding real estate taxes, if any, prorated up to the day of closing. The BUYER agrees to take title to the Property subject to any special liens or assessments, zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, reservations or matters of record.

- a. **Deed Restrictions; reverter:** The BUYER understands that the Property is subject to the "Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Modification of Restrictions Deed No. 18599" as modified

on May 28, 2002, March 17, 2005, and May 31, 2006, (all of which are incorporated as if set forth in full herein ~~and collectively the "Restrictions"~~) and the reverter clause set forth in Exhibit "A" and otherwise of record (collectively, the "Deed Restrictions"). The BUYER and CITY understand and agree that in order to facilitate the sale of the Property and in connection with the funding of the development of the Property, a mortgage or lien may be placed upon the fee simple title to the Property, but any such mortgage or lien shall be subordinate to the Deed Restrictions, and the Deed Restrictions shall survive any foreclosure of any mortgage or lien upon the fee simple title to the Property. The BUYER understands and agrees that if the Property is not used in accordance with the Deed Restrictions, the Property and any improvements shall revert in fee simple title to the CITY. On the date of such reversion of title to the CITY, BUYER agrees to immediately take any and all actions necessary to vest in the CITY marketable and insurable title subject only to the matters of record on the date of the sale of the Property to the BUYER and any subsequent matters of record expressly approved by the CITY. The BUYER also agrees that in the event that title to the Property reverts or is conveyed to the CITY, the BUYER shall immediately remove and/or satisfy any and all liens, claims, liabilities, obligations and encumbrances on the Property not expressly approved by the CITY no later than the date of reversion.

- b. Improvements; reverter: The BUYER agrees to construct a facility on the Property that complies with the uses set forth in the Deed Restrictions that are specific to the BUYER (the "Improvements"). The BUYER agrees that in the event the BUYER fails to secure a certificate of occupancy for the Improvements to the Property on or before five (5) years from the date of the closing, or a later date agreed to in writing by the CITY, the Property shall revert in fee simple title to the CITY. On the date of such reversion of title to the CITY, BUYER agrees to immediately take any and all actions necessary to vest in the CITY marketable and insurable title subject only to the matters of record on the date of transfer of the Property to the BUYER and any subsequent matters of record expressly approved by the CITY. The BUYER also agrees that in the event that title to the Property reverts or is conveyed to the CITY, the BUYER shall immediately remove and/or satisfy any and all liens, claims, liabilities, obligations and encumbrances on the Property not expressly approved by the CITY no later than the date of reversion. The BUYER agrees that the transfer of the Property back to the CITY shall be by Quit Claim Deed.
- c. Payment in lieu of taxes (PILOT): The BUYER agrees that this Agreement is contingent upon the BUYER entering into the PILOT Agreement in a form substantially similar to the form attached hereto as Exhibit "C" and incorporated herein. The BUYER hereby covenants with the CITY to enter into the PILOT Agreement on or before the date of closing. If the BUYER

refuses to timely execute the PILOT Agreement, the CITY may terminate this Agreement, and the BUYER shall not be entitled to a return of its deposit.

The parties acknowledge and agree that this covenant is to run with the land and is binding on the successors and assigns of the parties hereto and shall be appurtenant to and shall run with the title to the property and shall inure to the benefit of subsequent owners of the Property.

5. BUYER CERTIFICATION; INDEMNIFICATION:

- a. **Buyer Certification:** Within ninety (90) days of the date this Contract is last executed, the BUYER shall deliver to the CITY an Assignment of Certain Rights under Modification of Restrictions recorded in Official Records Book 20575, Page 0671 of the Public Records of Palm Beach County which assigns to Buyer any and all of the rights of McCurdy Center, Ltd. to purchase the Property, in the form attached hereto as **Exhibit "D"**.
- b. **Indemnification:** BUYER, its officers, employees, agents, contractors, successors and assigns (collectively, the "Releasors") hereby releases the CITY, its officers, attorneys, employees and agents (collectively, the "Released Parties") and shall indemnify and hold harmless the Released Parties, from and against all claims, liabilities, damages, losses, costs and expenses, including but not limited to, reasonable costs, collection expenses, attorneys' fees, fees and charges of engineers, architects and other professionals, construction labor and material costs, and all court, arbitration or other dispute resolution costs, which may arise directly or indirectly due to a challenge of or otherwise related to the right of the BUYER/Releasors to enter into this Contract, purchase, own, possess, or otherwise use the Property, **including if the same is due in whole or in part to the negligence of the Released Parties.** The BUYER/Releasors recognize the broad nature of this provision and voluntarily make this covenant and expressly acknowledge the receipt of such good and valuable consideration provided by the CITY in support of this covenant.
- c. These provisions shall survive the closing and will otherwise survive the termination or expiration of this Contract.

6. **PERMITTING:** The Property may be subject to the permitting requirements of the DEP or the South Florida Water Management District, or any other applicable government agency, with which the BUYER shall comply.

7. **CONDITION OF THE PROPERTY:** The BUYER agrees to accept the Property and any improvements in "AS IS, WHERE IS CONDITION." The CITY makes no representations regarding its authority to sell the Property to the BUYER under the Deed Restrictions. Additionally, the CITY makes no promises or representations related to the current or future assignment on the Property by the CITY of any future land use designation or zoning district designation; or related to any implied or express approvals for specific permitted uses or special exception uses allowed on the Property in the future. CITY and

BUYER acknowledge that the Property may only be used in a manner consistent with the Restrictions. Furthermore, the CITY makes no warranties or representations whatever as to the condition of the property or any improvements located thereon, or the fitness of either for any particular uses or purpose.

8. **PROPERTY INSPECTION; RIGHT TO CANCEL:** BUYER accepts the physical condition of the Property (including all improvements) in an "AS IS, WHERE IS CONDITION" and accepts any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, and BUYER shall be responsible for any and all repairs and improvements required by BUYER'S lender. BUYER shall have the right to enter the Property and to make all inspections and investigations of the condition of the Property which it may deem necessary, including but not limited to, soil borings, percolation tests, engineering and topographical studies, environmental audits, wetland jurisdictional surveys, and investigations of the availability of utilities, all of which inspections and investigations shall be undertaken at BUYER'S cost and expense. Upon its completion of inspections and investigations, BUYER shall repair all damage to the Property resulting from BUYER'S inspections and investigations and return the Property to its pre-inspection condition. The investigation period shall commence the day after the Tenant vacates the Property and shall terminate thirty (30) days after the Tenant vacates the Property. If BUYER requires access to the Property prior to the investigation period described above, it shall notify the CITY and the CITY will make reasonable efforts to arrange for such access with the Tenant; however, the CITY makes no promises as to the Tenant's approval of such access. BUYER may elect to terminate this Contract at any time before the end of the investigation period by written notice to CITY. In this case, the BUYER shall not be entitled to a refund of any deposits.
9. **RISK OF LOSS:** In the event of any substantial damage to the Property (in excess of \$5,000) between the date of this Contract and the date of closing, the CITY shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, BUYER shall complete the transaction as originally planned. If these repairs are not completed prior to Closing Date, closing will be extended until such time as the repairs are completed. If the CITY elects not to repair the damaged Property, the BUYER'S sole remedy shall be the right to rescind this contract by giving written notice to the CITY and to receive a refund of the earnest money deposit or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage, the parties shall proceed to closing as though no damage had occurred.
10. **DEFAULT:** If BUYER fails to perform any covenants of this Contract, the CITY may retain the earnest money deposit without waiving any action for damages resulting from BUYER'S default. If the CITY fails to perform any covenants of this Contract other than a failure to convey the Property, the deposit shall be returned to BUYER (in which event, all parties shall be released of their rights and obligations under this Contract). This is BUYER'S sole remedy except for a failure to convey the Property in which event BUYER shall have the right of specific performance.

11. **DEVELOPMENT ORDER:** The BUYER acknowledges that the CITY has the right to enter a development order prior to issuing a permit to develop the Property. BUYER agrees to comply with the terms of said development order. BUYER represents that the Property will be developed for a public purpose that is affordable housing consistent with the Restrictions.
12. **SUCCESSORS:** Upon execution of this Contract by the BUYER, this Contract shall be binding upon and inure to the benefit of the BUYER, its heirs, successors or assigns.
13. **RECORDING:** This Contract may be recorded in the Public Records for Palm Beach County, Florida, at the sole discretion and expense of the CITY.
14. **ASSIGNMENT:** The BUYER may assign this Contract to an entity controlled by Buyer with the prior written consent of the CITY which shall not be unreasonably withheld, provided that the assignee agrees to comply with all of the terms and conditions of this Agreement, including but not limited to the right of reverter and the separate PILOT Agreement. The CITY's consent to any assignment shall not be construed as a representation by the CITY that such assignment is in accordance with the Deed Restrictions. The BUYER agrees that any assignment shall be made at the BUYER'S sole risk, and the BUYER shall defend, indemnify and hold the CITY harmless for any assignment made by the BUYER.
15. **TIME OF ESSENCE:** Time is of the essence in the performance of this Contract.
16. **AMENDMENTS:** This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing and signed by all parties.
17. **CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS:** This Contract consists of all exhibits thereto, all of which are incorporated herein by this reference, including, but not limited to, the Special Warranty Deed form, the Deed Restrictions, the Club Lease, and the PILOT Agreement. The BUYER agrees to be bound by all the terms and conditions set forth in the aforementioned documents. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
18. **SURVIVAL:** The covenants of this Contract will survive closing, delivery and recording of deed, and possession of the property.
19. **ACCEPTANCE OF OFFER:** This contract shall not bind the CITY in any manner unless or until it is approved by the City Commission and legally executed.
20. **NOTICES:** Any notice, request, demand, instruction or other document to be given hereunder shall be in writing and shall be (a) delivered personally, or (b) sent by a reputable overnight delivery service (such as FedEx), prepaid and specifying next day delivery, or (c) sent by United States registered or certified mail, return receipt requested, postage

prepaid, and in each case addressed to the parties at the respective addresses set forth in the introductory paragraph hereof, and the same shall be effective, as the case may be (i) upon receipt if delivered personally, (ii) one business day after deposit with a reputable overnight delivery service, or (iii) two business days after deposit in the mail if mailed, or (iv) upon the facsimile transmission thereof to the number shown below. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

21. **BROKERAGE**: The parties represent and warrant to one another that they have not dealt with any broker.

22. **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 CITY to BUYER in a written disclosure, CITY 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.
- 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" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, BUYER may terminate this Contract by delivering written notice to CITY within 20 days after Effective Date, failing which BUYER accepts existing elevation of buildings and flood zone designation of Property.
- e. **ENERGY BROCHURE**: BUYER acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by section 553.996, F.S.
- f. **LEAD-BASED PAINT**: If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.

- g. **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE CITY'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALLATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- h. **SELLER DISCLOSURE:** The CITY makes no representations regarding its authority to sell the Property to the BUYER under the Deed Restrictions. CITY knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to BUYER. The CITY is not involved in any litigation regarding the Property and has not been threatened with any litigation regarding the Property.

IN WITNESS WHEREOF, the parties have caused this Contract for Sale and Purchase to be executed on the day and year written below.

SELLER

CITY OF BELLE GLADE, a
Municipal corporation created and existing
Under the laws of the State of Florida

Jessica Figueroa
Witness

By: *Steve B. Wilson*
MAYOR STEVE B. WILSON

Jessica Figueroa
Print/Type Witness Name

Date: _____, 2019

Reginae Burns
Witness

Reginae Burns
Print/Type Witness Name

(OFFICIAL SEAL)

ATTEST:
By: *Debra R. Buff*
DEBRA R. BUFF, MMC, CITY CLERK

STATE OF FLORIDA

PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Steve B. Wilson, as Mayor and Debra R. Buff, as Clerk of the City of Belle Glade, Florida. They are personally known to me.

Notary Public, State of Florida

Print/Type Name

BUYER:

McCurdy Senior Housing Corporation

Witness

By: Joseph Glucksman
JOSEPH GLUCKSMAN
Title: President

Date: 2/11, 2019

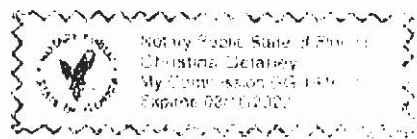
Print/Type Witness Name

Witness

Christina Delaney
Print/Type Witness Name

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 11th day of February, 2019, by Joseph Glucksman, as President on behalf of McCurdy Senior Housing Corporation, who is personally known to me or who has provided the following identification: Florida Driver License



Notary Public, State of Florida

Christina Delaney
Print/Type Name

EXHIBIT "A"

Record & Return to:

Torcivia, Donlon, Goddeau & Ansay, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

Property Control No. 04-37-43-31-01-028-0020

QUIT CLAIM DEED WITH RIGHT OF REVERTER

THIS QUIT CLAIM DEED, made and executed this ____ day of _____, 2014, by the CITY OF BELLE GLADE, a Florida municipal corporation, 110 Dr. Martin Luther King, Jr. Boulevard West, Belle Glade, Florida 33430, Grantor, to _____, 306 SW 10th Street, Belle Glade, Florida 33430, Grantee.

WITNESSETH:

That the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to it in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, and quitclaim unto the said Grantee forever, all the right, title, interest, and claim which Grantor may have in and to the following described lands, situate, lying and being in the County of Palm Beach, State of Florida (the "Property") to-wit:

[INSERT LEGAL DESCRIPTION FROM CERTIFIED SURVEY SECURED BY BUYER]

Property Control No. 04-37 43-31-01-028-0020
Street address: 350 SW 10th Street, Belle Glade, Florida

To have and to hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use and benefit of said Grantee forever.

SUBJECT TO all covenants, restrictions, easements, matters of record and taxes for the current and subsequent years, and

SUBJECT TO THE FOLLOWING REVERTER CLAUSE:

"The Property, and any improvements thereon, shall revert in fee simple title to the City of Belle Glade in the event that it is not used for a public or community purpose, including for 'affordable housing,' which shall mean that the units therein are rented substantially in accordance with the income and rent restriction requirements of Section 42 of the Internal Revenue Code: more specifically, that 100% of the housing units therein will be rented to persons earning no greater than 60% of area median income in Palm Beach County, Florida, and that the annual rent charged with respect to 100% of the housing units therein will be no greater than 30% of the foregoing income limitation."

On the date of reversion of title to the City of Belle Glade (the "City"), Grantee shall immediately take any and all actions necessary to vest in the City marketable and insurable title subject only to these matters of record on the date hereof and any subsequent matters of record expressly approved by the City. In the event title to the Property reverts to or is conveyed to the City, Grantee shall be obligated to immediately remove and/or satisfy any and all liens, claims, liabilities, obligations and encumbrances on the Property no later than the date of reversion.

SUBJECT TO THE FOLLOWING REVERTER CLAUSE: The Property, including all improvements thereon, shall revert in fee simple title to the Grantor in the event the Grantee fails to secure a certificate of occupancy for the Improvements (as defined in the Sale and Purchase Agreement) to the Property on or before five (5) years from the date of the closing, or a later date agreed to in writing by both parties. On the date of reversion of title to the Grantor, Grantee shall immediately take any and all actions necessary to vest in the Grantor marketable and insurable title subject only to those matters of record on the date hereof and any subsequent matters of record expressly approved by the Grantor. In the event title to the Property reverts to or is conveyed to the Grantor, Grantee shall be obligated to immediately remove and/or satisfy any and all liens, claims, liabilities, obligations and encumbrances on the Property, including improvements, unless expressly approved by Grantor no later than the date of reversion. The transfer of the Property back to the Grantor shall be by Quit Claim Deed.

This conveyance is made subject to the following matters:

- (1) taxes subsequent to the date of the recording of this deed;
- (2) any and all restrictions, covenants, conditions, and easements relating to the above-described property shown of record in the County and State above-mentioned; and
- (3) all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, relating to the above-described property.

IN WITNESS WHEREOF, Grantor has executed this deed at Belle Glade, Palm Beach County, Florida on the date first above written.

CITY OF BELLE GLADE, a
municipal corporation created and existing
under the laws of the State of Florida

Witness _____

By: _____
MAYOR STEVE B. WILSON

Print/Type Witness Name

(OFFICIAL SEAL)

Witness _____

ATTEST:

Print/Type Witness Name

By: _____
DEBRA R. BUFF, MMC, CITY CLERK

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Steve B. Wilson, as Mayor and Debra R. Buff, as Clerk of the City of Belle Glade, Florida. They are personally known to me.

Notary Public, State of Florida

Print/Type Name

EXHIBIT "B"
(PERMITTED EXCEPTIONS)

1. Taxes and for the year of closing.
2. Rights of Reversion contained in Official Records Book 14264, Page 58, Official Records Book 14436, Page 738, as corrected in Official Records Book 15192, Page 1125, Official Records Book 20575, Page 802, and as corrected in Official Records Book 20629, Page 301.
3. Easement in favor of City of Belle Glade in Official Records Book 658, Page 532.
4. Modification of Restrictions of Deed No. 18599 recorded in Official Records Book 14151, Page 0999, Official Records Book 19574, Page 1275 and Official Records Book 20575, Page 671

Note: All recording references refer to the Public Records of Palm Beach County

EXHIBIT "C"

PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2019, by and between the City of Belle Glade, a municipal corporation created and existing under the laws of the State of Florida (as "City"), and _____, a Florida not for profit corporation (the "Owner");

RECITALS

WHEREAS, pursuant to Resolution No. _____, adopted by the City Commission on _____, 2019, the City has agreed to enter into a Purchase and Sale Agreement with McCurdy Senior Housing Corporation for the purchase of property located at 350 S.W. 10th Street, Belle Glade, Florida (the "Property") for the development of an affordable housing facility (the "Project") (the "Purchase Agreement"); and

WHEREAS, the Owner has advised the City that, under Florida law, the Owner is entitled to an exemption from ad valorem taxes resulting from its status as a 501(c)(3) organization as well as its intention to operate the Project as an affordable housing development as required by Florida Statutes providing for such ad valorem exemption; and

WHEREAS, the Owner has voluntarily agreed to make payment to the City of the City's proportionate share of ad valorem taxes to the extent it is not otherwise required to do so in connection with payment by the Owner of ad valorem taxes applicable to the Project generally; and

WHEREAS, the parties to this Agreement agree that Florida law permits the payments described herein and that each is voluntarily entering into this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and in consideration of the mutual covenants and agreements herein contained, City and Owner agree:

1. Recitals. The recitals set forth above are true and correct and hereby incorporated by this reference.
2. Consideration. The consideration for this Agreement is the City's agreement to transfer the Property at the price agreed to in the Purchase Agreement referenced above in exchange for the Owner's compliance with this Agreement.
3. Payments. Payments under this Agreement shall be made as follows:
 - a. *Commencement*. The Owner shall make an annual payment to the City, on or before December 31st of each year commencing (a) twenty-four (24) months from the issuance of the building permit or when occupancy of the Project reaches 95% of the units, whichever occurs sooner.
 - b. *Amount*. The annual payment shall be in an amount equal to the portion of ad valorem taxes to which the City would otherwise be entitled to receive for the Property as if the Project were fully taxable in accordance with standard taxing procedures implemented in Palm Beach County, Florida, plus the fire/rescue assessment levied by Palm Beach County for services provided to the City. This amount shall be less any such ad valorem taxes otherwise paid by the Owner pursuant to tax bills received by the Owner from the Palm Beach County Property Tax Collector. By way of example, in the event it is determined that the Property is entitled to an 80% exemption from ad valorem taxes pursuant to Florida law, and the portion of ad valorem taxes that would be received by the City of Belle Glade absent such exemption is \$10,000.00, the Owner would remit to the City \$8,000.00 on or before December 31st of the year in question calculated as follows: \$10,000.00 (based upon a full payment with no exemptions) minus \$2,000.00 (based upon 20% of the Project being deemed taxable and which the City would receive under standard Palm Beach County taxing procedures). For purposes of determining the annual payment to be made by the Owner, the Property's assessed value as determined by the Palm Beach County Property Appraiser shall be multiplied by the millage rate established by the City each year.
 - c. *Early, late payments*. If the Owner makes the annual payment by November 30 in any year, the Owner shall be entitled to the discount provided by state statute on real property taxes paid on or before November 30. Any late

payment made by the Owner after April 1 in any year shall bear interest at the rate charged by the Palm Beach County Property Appraiser for the late payment of taxes.

- d. Lien. In the event the City does not receive any payment when payable, the City may provide the Owner five (5) business days' prior written notice of the Owner's time to cure. If the Owner fails to pay the outstanding balance of payments then owing within the five business days, the Owner hereby authorizes the City, without further notice required, to record a lien against the Property in the amount of the outstanding payments plus interest at the rate charged by the Palm Beach County Property Appraiser for the late payment of taxes. Notice and a time to cure shall only be required when the City wishes to record a lien against the Property for a late payment(s). The Owner agrees that the City may pursue this remedy and any other remedy available at law or in equity to enforce this provision or to otherwise collect any outstanding payments plus interest.
4. Successors. This Agreement shall be binding on the Owner's successors and assigns and shall remain in effect only so long as the Project is owned by a qualified 501(c)(3) organization which qualifies for the exemption provided by Florida law. In the event of: (i) a transfer to a non-qualified organization; or (ii) a discontinuance of the use of the Project in a manner which qualifies as affordable housing under the applicable Florida Statutes; or (iii) a change in Florida law which discontinues the exemption from ad valorem taxation currently applicable to the Project, this Agreement shall be of no further force and effect. Thereafter the owner of the Property shall timely pay all ad valorem real property taxes and assessments, general and special, levied or assessed by a lawful authority against all or any portion of the Property.
5. Memorandum of Agreement. The Owner shall cause a memorandum of agreement to be recorded in the public records for Palm Beach County, Florida.
6. Covenant not to sue. The Owner agrees and covenants not to sue or claim in any legal proceeding or otherwise that this Agreement and specifically the payments the Owner is required to make to the City under this Agreement are illegal, void, or unconstitutional except if state statutes are amended or adopted making the payment illegal. Owner shall utilize its best efforts to defend the validity of this Agreement and specifically the payments to be made by the Owner under this Agreement in any and all legal or other proceedings. The Owner understands the waiver made above, acknowledges the receipt of adequate consideration for the same, and makes such waiver with the assistance of legal counsel.
7. Run with the land. The parties acknowledge and agree that this Agreement and its covenants run with the land, and are binding on the successors and assigns of the parties hereto and shall be appurtenant to and shall run with the title to the Property and shall inure to the benefit of subsequent owners of the Property.
8. Inducement. The parties acknowledge and understand that this Agreement induced the City to enter into the Purchase Agreement for the Property and to agree to transfer the Property at the price agreed to therein. The parties also acknowledge and understand that the Purchase Agreement is conditioned upon the continuing validity of this Agreement. The parties' acknowledge that the City has and will provide services to the Owner as a result of the Owner's status as a tax exempt entity. If it is ever determined by a court of competent jurisdiction or by amendment to state statute(s) that the method of determining the payment to be made by the Owner under this Agreement is invalid, illegal and/or unenforceable, the Owner shall pay to the City an amount determined by an alternative method reasonably agreed to by the parties, which shall not exceed that amount the Owner would pay annually as determined under the above Payments paragraph of this Agreement. If the parties cannot agree to an alternative method, they shall participate in good faith in mediation to agree to an alternative method. If the parties are unable to agree to an alternative method after mediation, the matter shall be submitted to a panel of three arbitrators, (one selected by each party and these two arbitrators selecting the third) for a final and binding decision.
9. Authority; binding effect. The undersigned hereby represent that they are duly authorized to execute this Agreement on behalf of the respective parties to this Agreement. This Agreement is intended to be, and shall be, binding upon the City and the Owner and its successors, assigns, transferees and grantees except as specifically provided herein.
10. Severability. If any provision of this Agreement or part thereof as to any person or circumstance shall, to any extent, held invalid by a court of competent jurisdiction, the remainder of this Agreement or the application of such provision to circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 11. Applicable law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida without regard to the principles of conflicts of law.
- 12. Attorneys' Fees and Waiver of Jury Trial. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorney's fees. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- 13. Headings and Schedules. Paragraph headings are inserted solely for ease of reference and shall not be construed to enlarge, modify or limit the provisions hereof.
- 14. Construction of Agreement. The parties agree that this Agreement was prepared jointly by each of them and shall be construed on a parity as between the parties. There shall be no canon of construction for or against any party by reason of the physical preparation of this instrument.
- 15. Waiver. Failure of either party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year set forth above.

CITY OF BELLE GLADE:

By: _____
Steve B. Wilson, Mayor

Witness #1 Signature

Attest: (Municipal Seal)

Print Witness #1 Name

Debra R. Buff, MMC
City Clerk

Witness #2 Signature

Print Witness #2 Name

OWNER:

By:

Witness #1 Signature

Title: _____

Print Witness #1 Name

Witness #2 Signature

Print Witness #2 Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
by _____, as _____ of the Owner. He/She is personally known to
me or has provided the following identification _____

Notary Public, State of Florida

Print/Type Name

EXHIBIT "D"

THIS INSTRUMENT PREPARED BY, RECORDED
AND RETURN TO:
Kenneth A. Treadwell, Esquire
2305 Seaford Drive
Wellington, Florida 33414

(Reserved)

**ASSIGNMENT OF CERTAIN RIGHTS UNDER MODIFICATION OF RESTRICTIONS RECORDED IN
OFFICIAL RECORDS BOOK 20575, PAGE 0671 OF THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA**

from

MCCURDY CENTER, LTD., A FLORIDA LIMITED PARTNERSHIP

In favor of

MCCURDY SENIOR HOUSING CORPORATION, A FLORIDA NOT FOR PROFIT CORPORATION

with the consent of

THE CITY OF BELLE GLADE, FLORIDA, A MUNICIPALITY OF THE STATE OF FLORIDA

And with the consent of

THE LIMITED PARTNERS OF MCCURDY CENTER, LTD.

Dated as of _____, 2019

**ASSIGNMENT OF CERTAIN RIGHTS UNDER MODIFICATION OF RESTRICTIONS RECORDED IN
OFFICIAL RECORDS BOOK 20575, PAGE 0671 OF THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA**

This ASSIGNMENT OF CERTAIN RIGHTS UNDER MODIFICATION OF RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 20575, PAGE 0671 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA executed as of _____, 2019 (as the same may be amended, modified or supplemented from time to time, "Assignment") from MCCURDY CENTER, LTD., a Florida limited partnership (together with its successors and assigns, "MCCURDY CENTER"), to MCCURDY SENIOR HOUSING CORPORATION, a Florida not for profit corporation (together with its successors and assigns, "MCCURDY SENIOR HOUSING CORPORATION"),

WITNESSETH:

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Trustees") conveyed certain property located in Palm Beach County, Florida in Deed No 18599, recorded in Deed Book 624, Page 534, of the Public Records of Palm Beach County, Florida ("Property") which contained therein certain deed restrictions ("Restrictions"); and

WHEREAS, on May 21, 2002 the Trustees approved certain modifications to the Restrictions as set forth in that certain Modification of Restrictions instrument recorded in Official Records Book 14151, Page 0999, of the Public Records of Palm Beach County, Florida ("First Modification"); and

WHEREAS, on November 13, 2003, the City acquired a portion of the Property as more particularly described in Exhibit "A" attached hereto, pursuant to that certain Warranty Deed With Right of Reverter recorded in Official Records Book 14436, Page 0738, of the Public Records of Palm Beach County, Florida and that certain Corrective Warranty Deed With Right of Reverter recorded in Official Records Book 15192, Page 1125, of the Public Records of Palm Beach County, Florida (the "1.950 Acre Property"); and

WHEREAS, on March 17, 2005, the Trustees approved certain modifications to the Restrictions as set forth in that certain Modification of Restrictions instrument recorded in Official Records Book 19574, Page 1275 of the Public Records of Palm Beach County, Florida ("Second Modification") to allow the City to sell or lease certain of the Property to MCCURDY SENIOR HOUSING CORPORATION; and

WHEREAS, on May 31, 2006, the Trustees approved certain further modifications to the Restrictions as set forth in that certain Modification of Restrictions instrument recorded in Official Records Book 20575, Page 0671 of the Public Records of Palm Beach County, Florida ("Third Modification") to allow the City to convey a portion of the Property to MCCURDY CENTER for the development and operation of an affordable housing facility; and

WHEREAS, on June 19, 2006, the City conveyed to MCCURDY CENTER a portion of the Property pursuant to Special Warranty Deed recorded in Official Records Book 20575, Page 0806 of the Public Records of Palm Beach County, Florida (the "Quiet Waters Property"); and

WHEREAS, McCurdy Senior Housing, LLC is the current general partner of MCCURDY CENTER, and MCCURDY SENIOR HOUSING CORPORATION is the sole managing member of McCurdy Senior Housing, LLC; and

WHEREAS, the Limited Partners of MCCURDY CENTER are CITY LHM TAX CREDIT FUND III, LLC, an Indiana limited liability company and NATIONAL CITY COMMUNITY DEVELOPMENT CORPORATION, an Ohio corporation (the "LIMITED PARTNERS"); and

WHEREAS, the City desires to sell to MCCURDY SENIOR HOUSING CORPORATION the remaining portion of the 1.950 Acre Property retained by the City as more particularly described in Exhibit "B" attached hereto

(the "Remaining Property") for the further development and operation of an affordable housing facility adjacent to and contiguous with the Quiet Waters Property as more particularly described in the Third Modification; and

WHEREAS, MCCURDY CENTER desires that the City sell to MCCURDY SENIOR HOUSING CORPORATION the remaining portion of the 1.950 Acre Property retained by the City for the further development and operation of an affordable housing facility as more particularly described in the Third Modification and the LIMITED PARTNERS are willing to consent thereto, and

WHEREAS, MCCURDY CENTER desires to assign and transfer to MCCURDY SENIOR HOUSING CORPORATION all its right, title and interest in and to the Remaining Property under and pursuant to the Third Modification, and MCCURDY SENIOR HOUSING CORPORATION desires to acquire MCCURDY CENTER'S rights, title and interest in and to the Remaining Property under and pursuant to the Third Modification in accordance with the terms hereof, and the CITY and the LIMITED PARTNERS are joining in the execution of this Assignment in order to evidence their consent and acceptance hereof.

NOW THEREFORE, in consideration the further development and operation of the Remaining Property for an affordable housing facility as more particularly described in the Third Modification and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

Section 1. Definitions. All words and phrases defined in the First Modification, the Second Modification and the Third Modification have the same meanings in this Assignment, which definitions are incorporated herein by reference, unless a different definition is set forth in this Assignment.

Section 2. Assignment. MCCURDY CENTER sells, assigns and sets over and transfers to MCCURDY SENIOR HOUSING CORPORATION all the right, title and interest of MCCURDY CENTER with respect to the Remaining Property in, to and under the Third Modification. This Assignment is made and shall be without recourse, warranty or representation of MCCURDY CENTER. MCCURDY SENIOR HOUSING CORPORATION hereby accepts all right, title and interest of MCCURDY CENTER with respect to the Remaining Property in, to and under the Third Modification and agrees to be bound by and perform all of the obligations, restrictions and covenants contained therein with respect to the Remaining Property.

Section 3. Miscellaneous. In case any one or more of the provisions contained in this Assignment are invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby.

Section 4. Counterparts; Electronic Signatures. This Assignment may be executed in any number of counterparts, each executed counterpart constituting an original, but all counterparts together constituting only one instrument. To the fullest extent permitted by applicable law, electronically transmitted or facsimile signatures shall constitute original signatures for all purposes under this Assignment.

Section 5. Governing Law. It is the intention of the parties hereto that this Assignment and the rights and obligations of the parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of Florida, without reference to its conflicts of laws and principles

IN WITNESS WHEREOF, the parties have caused this Assignment of to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

MCCURDY CENTER, LTD., a Florida limited partnership

By: MCCURDY SENIOR HOUSING, LLC a Florida limited liability company, its sole general partner

By: MCCURDY SENIOR HOUSING CORPORATION, a Florida not for profit corporation, its Managing Member

By: _____
Name: Joseph Glucksman
Title: President

ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by JOSEPH GLUCKSMAN, as President of MCCURDY SENIOR HOUSING CORPORATION, a Florida corporation as the Managing Member of MCCURDY SENIOR HOUSING, LLC a Florida limited liability company, the sole general partner of MCCURDY CENTER, LTD., a Florida limited partnership, on behalf of the corporation and the limited liability company and the limited partnership. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public's Signature

My commission expires: _____

(SEAL)

ASSIGNEE:

MCCURDY SENIOR HOUSING CORPORATION, a Florida nonprofit corporation

By: _____
Name: JOSEPH GLUCKSMAN
Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by JOSEPH GLUCKSMAN, President of MCCURDY SENIOR HOUSING CORPORATION, a FLORIDA nonprofit corporation, on behalf of said corporation. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public's Signature

My commission expires: _____

(S\F\A)

The undersigned, being the LIMITED PARTNERS referred to in the foregoing Assignment, hereby acknowledges receipt and acceptance thereof and consent and agree to the Assignment made therein and to the terms and provisions thereof of such Assignment.

LIMITED PARTNERS:

CITY LIII TAX CREDIT FUND III, LLC an Indiana limited liability company

By: CITY REAL ESTATE ADVISORS, INC. an Indiana corporation, its Managing Member

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of CITY REAL ESTATE ADVISORS, INC. the managing member of CITY LIII TAX CREDIT FUND III, LLC an Indiana limited liability company, on behalf of the corporation and the limited liability company. Said person is personally known to me or has produced a valid driver's license as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public's Signature
My commission expires: _____

(SEAL)

NATIONAL CITY COMMUNITY DEVELOPMENT CORPORATION, an Ohio corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF OHIO)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ as _____ of NATIONAL CITY COMMUNITY DEVELOPMENT CORPORATION, an Ohio corporation, on behalf of the corporation. Said person is personally known to me or has produced a valid driver's license as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public's Signature

My commission expires: _____

(SEAL)

The undersigned, being the CITY OF BELLE GLADE, FLORIDA referred to in the foregoing Assignment, hereby acknowledges receipt and acceptance thereof and consent and agree to the Assignment made therein and to the terms and provisions thereof of such Assignment.

CITY OF BELLE GLADE, FLORIDA

A municipal corporation of the State of Florida

By: _____

Name: _____

Title: Mayor

By: _____

Name: _____

Title: City Clerk

APPROVED FOR LEGAL FORM AND SUFFICIENCY

Pamela H. Ryan _____

Name *Pamela H. Ryan* _____

Title: City Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ as Mayor and by _____ as City Clerk of the City of Belle Glade, Florida, a municipal corporation of the State of Florida. They are personally known to me or have produced a valid driver's license as identification.

Notary Public's Signature

My commission expires _____

EXHIBIT A

**LEGAL DESCRIPTION OF 1.950 ACRE PROPERTY ACQUIRED BY CITY OF BELLE GLADE IN
WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 15192, PAGE 1125 OF THE PUBLIC
RECORDS OF PALM BEACH COUNTY, FLORIDA**

EXHIBIT B

LEGAL DESCRIPTION OF REMAINING PROPERTY

EXHIBIT B

(EXECUTED COPY OF MCCURDY CENTER, LTD. PROPERTY CONTRACT)

**CONTRACT FOR SALE AND PURCHASE
AND
DEPOSIT RECEIPT**

THIS CONTRACT is made as of the date last executed below ("Effective Date"), by and between the SELLER and the BUYER, and in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge receipt of the same, the parties agree as follows:

SELLER: McCurdy Center, Ltd. (the "SELLER"), a limited partnership created and existing under the laws of the State of Florida.

ADDRESS: c/o CREASER, LLC
Attn: General Counsel, Brian Villa, Esq.
36 South Meridian Street, Suite 600
Indianapolis, IN 46204

BUYER: McCurdy Senior Housing Corporation, (the "BUYER"), a not-for-profit corporation created and existing under the laws of the State of Florida.

Address: 306 S.W. 10th Street
Belle Glade, FL 33431

Attn: Mr. Joseph Jakobsman, President

1. **AGREEMENT TO SELL:** The SELLER hereby agrees to sell and the BUYER hereby agrees to buy in accordance with this Contract all that certain real property, together with all improvements, easements and appurtenances, more particularly described as follows (the "Property"):

TRACTS C, D and E of the Plat of BELLE GLADE AVE, according to the Plat thereof, as recorded in Plat Book 111, Page 47, of the Public Records of Palm Beach County, Florida.

Street address: 350 S.W. 10th Street, Belle Glade, Florida

2. **PURCHASE PRICE; FINANCING:** BUYER hereby agrees to pay SELLER **Thirty Five Thousand Dollars (\$35,000.00)** which shall be paid in the form of a Certified or Cashier's Check in the following manner:

- a. **Deposit:** BUYER has deposited with SELLER the sum of **One Thousand Dollars (\$1,000.00)** in the form of a Certified or Cashier's Check, made payable to SELLER. Said deposit shall be credited to the BUYER at the time of closing. Should the BUYER default, the deposit shall be released to SELLER and shall cover all mandated damages relating to said default.

- b. **Balance:** The balance of the purchase price in the amount of **Thirty Four Thousand Dollars (\$34,000.00)** shall be paid by Certified or Cashier's Check at the time of closing. In addition to the purchase price, any costs of sale incurred by the SELLER as more particularly described in Section 3 c. below ("Seller's Costs") shall be paid by the BUYER by Certified or Cashier's Check made payable to the SELLER at the time of closing.
- c. **Financing:** This Contract is contingent upon BUYER having been awarded an allocation of federal tax credits, multifamily mortgage revenue bonds or similar public funds made by or through a governmental authority in an amount sufficient, in BUYER'S sole and absolute discretion, to complete the construction of BUYER'S contemplated improvements of affordable housing whose rents meet the requirements of Section 42 of the Internal Revenue Code.

3. **CLOSING, EXPENSES AND POSSESSION:** The SELLER'S obligation to close this sale is conditioned upon approval by the limited partners of SELLER. SELLER will deliver possession of the Property to the BUYER at Closing, at which time the BUYER shall pay the balance of the purchase price. The following are additional details of the Closing:

- a. **Time and Place:** The Closing shall take place within two (2) years after the date this Contract is last executed ("Closing Date"), and is contingent upon BUYER having been awarded an allocation of federal tax credits, obtained multifamily mortgage revenue bonds and/or similar public funds made by or through a governmental authority, and/or private funding in an amount sufficient, in BUYER'S sole and absolute discretion, to complete the construction of BUYER'S contemplated improvements of affordable housing whose rents meet the requirements of Section 42 of the Internal Revenue Code. The Closing shall take place at a time and location of mutual agreement among SELLER and BUYER and BUYER'S lender.
- b. **Conveyance:** At Closing, SELLER will deliver to the BUYER a fully executed special warranty claim deed (the "Deed") conveying the Property and any improvements. The form of the Special Warranty Deed shall substantially comply with the form attached hereto as **Exhibit "A"** and
- c. **Expenses:** The BUYER shall pay all costs of closing including, but not limited to, all costs incurred through appraisal of the property and survey costs. The normal SELLER customary and reasonable real estate closing expenses, including documentary stamp tax on the deed, recording fees, abstract or title insurance fees, or title attorney's fees ("Seller's Costs"), shall also be paid by the BUYER. SELLER shall provide BUYER with copies of all Seller's Costs at least two weeks before Closing and BUYER shall have the right to dispute Seller's Costs and Closing shall be delayed until all Seller's Costs are resolved and agreed upon. The BUYER shall choose the title company to close this transaction and provide all title services. BUYER shall pay any costs charged by such company or agent for this closing service. If BUYER obtains a survey, nothing contained therein shall affect the purchase price or terms of this contract.

- d. **Title:** SELLER shall convey to BUYER insurable title to the Property, subject only to the Permitted Exceptions set forth on **Exhibit "B"** attached hereto. BUYER'S title company shall have until sixty (60) days after this Agreement is last executed to obtain and examine a title commitment for the Property and to notify SELLER as to any exception which is unacceptable to Buyer ("Objections"). SELLER shall have the right, but not the obligation, to take the actions necessary to have the Objections deleted or insured over by the title company, or transferred to bond so that the Objections are removed from the Title Commitment. If SELLER notifies BUYER that it is unwilling or unable to cure the Objections, BUYER shall have the option, to be exercised at any time before Closing to either (a) proceed to Closing and accept the title in its existing condition, or (b) terminate the Contract by sending written notice to SELLER and obtain a refund of the BUYER'S deposit.
- e. **Survey.** BUYER shall have until sixty (60) days after this Agreement is last executed to, at its expense, obtain and examine a survey of the Property. If the Survey shows any encroachment on the Property, or that any improvement located on the Property encroaches on the land of others, or if the Survey shows any other defect which would affect either the insurability of BUYER'S intended use of the property for affordable housing, BUYER shall notify SELLER and such defect shall be treated in the same manner as title defects are treated under this Contract.

4. **REAL ESTATE TAXES, EASEMENTS, ENCUMBRANCES, RESTRICTIONS, RIGHT OF REVERTER AND PAYMENT IN LIEU OF TAXES:** SELLER agrees to pay all outstanding real estate taxes, if any, prorated up to the day of closing. The BUYER agrees to take title to the Property subject to any special liens or assessments, zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, reservations or matters of record.

- a. **Deed Restrictions:** BUYER understands that the Property is subject to the "Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Modification of Restrictions Deed No. 18599" as modified on May 28, 2002, March 17, 2005, and May 31, 2006, (all of which are incorporated as if set forth in full herein and otherwise of record (collectively, the "Deed Restrictions"). The BUYER and SELLER understand and agree that in order to facilitate the sale of the Property and in connection with the funding of the development of the Property, a mortgage or lien may be placed upon the fee simple title to the Property, but any such mortgage or lien shall be subordinate to the Deed Restrictions, and the Deed Restrictions shall survive any foreclosure of any mortgage or lien upon the fee simple title to the Property.
- b. **Improvements:** The BUYER agrees to construct affordable housing and ancillary direct support facilities on the Property (1) which meet the income and rent restriction requirements of Section 42 of the Internal Revenue

Code, and (2) which comply with the use restrictions set forth in the Deed Restrictions (the "Contemplated Improvements").

- c. **Easements:** BUYER and SELLER agree to cooperate with each other and the City of Belle Glade and other governmental authorities with jurisdiction over the Property and agree to grant to each other mutual non exclusive easements for ingress, egress, parking, retention and public utilities to serve their respective properties which are adjacent to each other. The final terms and conditions of any easements shall be mutually satisfactory to both BUYER and SELLER.

5. **BUYER INDEMNIFICATION:**

- a. **Indemnification:** BUYER, its officers, employees, agents, contractors, successors and assigns (collectively, the "Releasers") hereby releases the SELLER, its officers, attorneys, employees and agents (collectively, the "Released Parties") and shall indemnify and hold harmless the Released Parties, from and against all claims, liabilities, damages, losses, costs and expenses, including but not limited to, reasonable costs, collection expenses, attorneys' fees, fees and charges of engineers, architects and other professionals, construction labor and material costs, and all court, arbitration or other dispute resolution costs, which may arise directly or indirectly due to a challenge of or otherwise related to the right of the BUYER Releasers to enter into this Contract, purchase, own, possess, or otherwise use the Property. The BUYER Releasers recognize the broad nature of this provision and voluntarily make this covenant and expressly acknowledge the receipt of such good and valuable consideration provided by the SELLER in support of this covenant.
- b. **Survival:** These provisions shall survive the closing and will otherwise survive the termination or expiration of this Contract.

6. **PERMITTING:** The Property may be subject to the permitting requirements of the State or Florida Department of Environmental Protection or the South Florida Water Management District or any other applicable government agency, with which the BUYER shall comply.

7. **CONDITION OF THE PROPERTY:** The BUYER agrees to accept the Property and any Improvements in "AS IS, WHERE IS CONDITION". SELLER makes no warranties or representations whatever as to the condition of the property or any improvements located thereon, or the fitness of either for any particular uses or purpose.

8. **PROPERTY INSPECTION; RIGHT TO CANCEL.** BUYER accepts the physical condition of the Property (including all improvements) in an "AS IS, WHERE IS CONDITION" and accepts any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, and SELLER shall be responsible for any and

all repairs and improvements required by BUYER'S lender. BUYER shall have the right to enter the Property and to make all inspections and investigations of the condition of the Property which it may deem necessary, including but not limited to, soil borings, percolation tests, engineering and topographical studies, environmental audits, wetland jurisdictional surveys, and investigations of the availability of utilities, all of which inspections and investigations shall be undertaken at BUYER'S cost and expense. Upon its completion of inspections and investigations, BUYER shall repair all damage to the Property resulting from BUYER'S inspections and investigations and return the Property to its pre-inspection condition. The investigation period shall commence the effective date of this contract day and shall terminate one hundred eighty (180) days thereafter. BUYER may elect to terminate this Contract at any time before the end of the investigation period by written notice to SELLER. In this case, the BUYER shall not be entitled to a refund of any deposits.

9. **RISK OF LOSS:** In the event of any substantial damage to the Property (in excess of \$5,000) between the date of this Contract and the date of closing, SELLER shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, BUYER shall complete the transaction as originally planned. If these repairs are not completed prior to Closing Date, closing will be extended until such time as the repairs are completed. If SELLER elects not to repair the damaged Property, the BUYER'S sole remedy shall be the right to rescind this contract by giving written notice to SELLER and to receive a refund of the earnest money deposit; or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage, the parties shall proceed to closing as though no damage had occurred.

10. **DEFAULT:** If BUYER fails to perform any covenants of this Contract, SELLER may retain the earnest money deposit without waiting any action for damages resulting from BUYER'S default. If SELLER fails to perform any covenants of this Contract other than a failure to convey the Property, the deposit shall be returned to BUYER in which event, all parties shall be released of their rights and obligations under this Contract. This is BUYER'S sole remedy, except for a failure to convey the Property in which event BUYER shall have the right of specific performance.

11. **DEVELOPMENT ORDER:** BUYER represents that the Property will be developed for a public purpose that is affordable housing consistent with the Deed Restrictions. BUYER agrees to comply with the terms of any development order required by an applicable governmental authority.

12. **SUCCESSORS:** Upon execution of this Contract by the BUYER, this Contract shall be binding upon and inure to the benefit of the BUYER, its heirs, successors or assigns.

13. **RECORDING:** This Contract may be recorded in the Public Records for Palm Beach County, Florida, at the sole discretion and expense of the BUYER.

14. **ASSIGNMENT:** The BUYER may assign this Contract to an entity controlled by Buyer with the prior written consent of SELLER which shall not be unreasonably withheld.

provided that the assignee agrees to comply with all of the terms and conditions of this Agreement.

15. **TIME OF ESSENCE:** Time is of the essence in the performance of this Contract.

16. **AMENDMENTS:** This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing and signed by all parties.

17. **CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS:** This Contract consists of all exhibits thereto, all of which are incorporated herein by this reference.

18. **SURVIVAL:** The covenants of this Contract will survive closing, delivery, and recording of deed, and possession of the property.

19. **ACCEPTANCE OF OFFER:** This contract shall not bind the SELLER in any manner until it is approved by the limited partners of SELLER and legally executed.

20. **NOTICES:** Any notice, request, demand, instruction or other document to be given hereunder shall be in writing and shall be (i) delivered personally, or (ii) sent by a reputable overnight delivery service (such as FedEx), prepaid and specifying next day delivery, or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, and in each case addressed to the parties at the respective addresses set forth in the introductory paragraph hereof, and the same shall be effective, as the case may be (i) upon receipt if delivered personally, (ii) one business day after deposit with a reputable overnight delivery service, or (iii) two business days after deposit or the mail is mailed, or (iv) upon the facsimile transmission thereof to the number shown below. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

21. **BROKERAGE:** The parties represent and warrant to one another that they have not dealt with any broker.

22. **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. **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.

- e. **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.
- d. **ENERGY BROCHURE:** BUYER acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by section 553.996, F.S.
- c. **LEAD-BASED PAINT** If Property includes pre-1978 residential housing, a lead-based paint order is mandatory.
- b. **PROPERTY TAX DISCLOSURE SUMMARY** BUYER SHOULD NOT RELY ON THE CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- a. **SELLER DISCLOSURE.** SELLER knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to BUYER. The SELLER is not involved in any litigation regarding the Property and has not been threatened with any litigation regarding the Property.

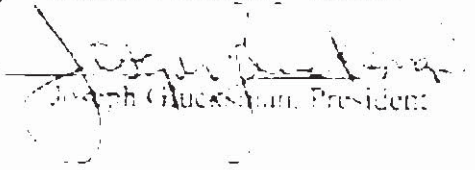
IN WITNESS WHEREOF, the parties have caused this Contract for Sale and Purchase to be executed on the day and year written below:

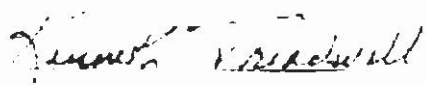
SELLER

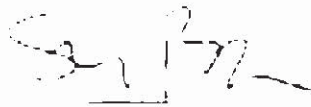
MCCURDY CENTER, L.L.C., a
Florida limited liability company

By: MCCURDY SENIOR HOUSING, LLC, a
Florida limited liability company,
its sole general partner

By: MCCURDY SENIOR HOUSING
CORPORATION, a Florida not for profit
corporation, its Managing Member

By: 
Joseph Gluckstein, President

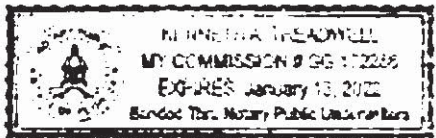




Witnesses

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 10th day of July, 2019, by Joseph Glucksman, as President of McCurdy Senior Housing Corporation, the managing member of McCurdy Senior Housing, LLC, a Florida limited liability company, and the sole general partner of McCurdy Center, Ltd., a Florida limited partnership. He is personally known to me.



Kennetha Treaswell
Notary Public, State of Florida

Print Type Name

BUYER:

McCurdy Senior Housing Corporation

[Signature]
Witness

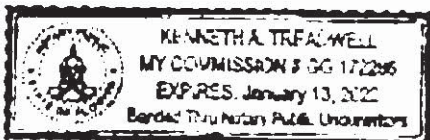
By: [Signature]
JOSEPH GLUCKSMAN
Title: President

Date: 7/10, 2019

Kennetha Treaswell
Witness

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 10th day of July, 2019, by Joseph Glucksman, as President on behalf of McCurdy Senior Housing Corporation, who is personally known to me or who has provided the following identification:



Kennetha Treaswell
Notary Public, State of Florida

Print Type Name

EXHIBIT "A"

Record & Return to:

Property Control No. _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed this _____ day of _____, 20____ by McClurdy Center, Ltd., a Florida limited partnership whose address is 106 SW 10th Street, Belle Glade, Florida 33430, grantor, to McClurdy Senior Housing Corporation, a Florida not-for-profit corporation whose address is 106 SW 10th Street, Belle Glade, Florida 33430, Grantee.

WITNESSETH:

That the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to them hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, and convey unto the said Grantee forever, all the right, title, interest and claim which Grantor may have in and to the following described lands, situate, lyne and being in the County of Palm Beach, State of Florida (the "Property") to-wit:

TRACTS C, D and E of the Plat of BELLE GLADE AFB, according to the Plat thereof as recorded in Plat Book 111, Page 47 of the Public Records of Palm Beach County, Florida.

Property Control No. _____
Street address: 106 SW 10th Street, Belle Glade, Florida

the Grantor:

To have and to hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, singly, jointly or equitably, for the use and benefit of said Grantee forever.

TOGETHER WITH all of Grantor's right, title and interest in and to all buildings, structures and other improvements located on the land, on any and all fixtures attached to or incorporated within such buildings, structures and other improvements, collectively the "Improvements."

All of the property and property rights described herein shall be referred to herein as the "Property".

To have and to hold the "Property" and all the estate, right, title, interest, lien, and equity whatsoever of Grantor with respect to same, either in law or in equity, to the proper use and benefit of Grantee, its successors and assigns, forever, in fee simple.

SUBJECT TO all covenants, restrictions, easements, matters of record, and taxes for the current and subsequent years, and

Grantor does hereby covenant with Grantee that at the time of the delivery of this Deed, the Property was free from any encumbrance made by Grantor, and that Grantor will specially warrant title to the Property, and will defend it against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has executed this deed on the date first above written.

MCCURDY CENTER, LLC,
Florida limited liability partnership

By: MCCURDY SENIOR HOUSING, LLC,
Florida limited liability company, its sole general
partner

By: MCCURDY SENIOR HOUSING CORPORATION,
Florida not for profit corporation, its sole Managing Member

Witness: _____

By: _____
Joseph Gluckman, President

Print Type Witness Name

Date: _____

Witness: _____

Print Type Witness Name

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____, 2020
by Joseph Gluckman, as President of McCurdy Senior Housing Corporation, a Florida not for profit corporation,
the Managing Member of McCurdy Senior Housing, LLC, a Florida limited liability company and the sole general
partner of McCurdy Center, LLC, a Florida limited partnership. He is personally known to me.

Notary Public, State of Florida

Print Type Name

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2019 and subsequent years, not yet due and payable.
2. Restrictions and Right of Reversion contained in Official Records Book 14264, Page 58, Official Records Book 14436, Page 738, as corrected in Official Records Book 15192, Page 1125, Official Records Book 20575, Page 862, and in Official Records Book 20626, Page 391.
3. Easement in favor of the City of Belle Glade in Official Records Book 658, Page 232.
4. Restrictions, dedications, and easements as contained on the Plat of BELLE GLADE ALP, recorded in Plat Book 111, Page 47, of the Public Records of Palm Beach County.
5. Restrictions contained in instrument recorded in Deed Book 674, Page 534, as amended in Official Records Book 14151, Page 999, Official Records Book 19574, Page 1275, and Official Records Book 20575, Page 671.
6. Land Use Restriction Agreement by and between McCurdy Center, Ltd. and Florida Housing Finance Corporation, recorded on June 16, 2008, in Official Records Book 22702, Page 1484.
7. Non-Exclusive Access Easement in favor of the City of Belle Glade recorded in Official Records Book 23777, Page 472.

All recording references shall refer to the Public Records of Palm Beach County, Florida.

EXHIBIT “E”

-80.678359

- (2) If the proposed Development consists of Scattered Sites, for each Scattered Site that is in addition to the Development Location Point information provided in (1) above, identify the latitude and longitude coordinate, rounded to at least the sixth decimal place:

e. Proximity

- (1) PHA or RD 515 Proximity Point Boost

- (a) Does the proposed Development qualify for the PHA Proximity Point Boost?

No

If “Yes”, provide the required letter as **Attachment 7**.

- (b) Does the proposed Development qualify for the RD 515 Proximity Point Boost?

No

If “Yes”, provide the required letter as **Attachment 14**.

- (2) Transit Services

Applicants may select Private Transportation or provide the location information and distance for one of the remaining four Transit Services on which to base the Application’s Transit Score.

- (a) If the proposed Development will serve the Elderly (ALF or Non-ALF) Demographic Commitment, does the Applicant commit to provide Private Transportation?

No

- (b) Other Transit Services

Service	Latitude	Longitude	Distance (rounded up to the nearest hundredth of a mile)*
Public Bus Stop 1	<u>26.683591</u>	<u>-80.679125</u>	<u>0.07</u>
Public Bus Stop 2	26.682336	-80.677780	<u>0.08</u>

Public Bus Stop 3	<u>26.682176</u>	<u>-80.678247</u>	<u>0.09</u>
Public Bus Transfer Stop			
Public Bus Rapid Transit Stop			
SunRail Station, MetroRail Station, or TriRail Station			

*Distance between the coordinates of the Development Location Point and the coordinates of the service. The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C. All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).

(3) Community Services

Service	Service Name	Service Address	Distance (rounded up to the nearest hundredth of a mile):*
Grocery Store	<u>Alabama Georgia Grocery</u>	748 Dr M.L.K. Jr Blvd W, Belle Glade, FL 33430	<u>0.18</u>
Medical Facility	<u>Palm Glade Rural Health / My MD Plus</u>	217 W Ave A Suite. 100, Belle Glade, FL 33430	<u>0.51</u>
Pharmacy	<u>K&M Drugs</u>	364 S Main St, Belle Glade, FL 33430	<u>0.62</u>
Public School	<u>Cross Roads Academy</u>	225 SW 12th St, Belle Glade, FL 33430	<u>.05</u>

*Distance between the coordinates of the Development Location Point and the coordinates of the service. The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C. All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).

f. Mandatory Distance Requirement

Does the proposed Development meet the Mandatory Distance Requirement automatically?

No

If "No", does the proposed Development and any Development(s) on the List serve the same demographic commitment category, have one or more of the same Financial Beneficiaries, and meet at least one of the following criteria: (i) they are contiguous or divided by a street, and/or (ii) they are divided by a prior phase of the proposed Development?

EXHIBIT “F”



- Trip Planner
- Maps & Schedules
- Bus Stops**
- System Map
- Alerts

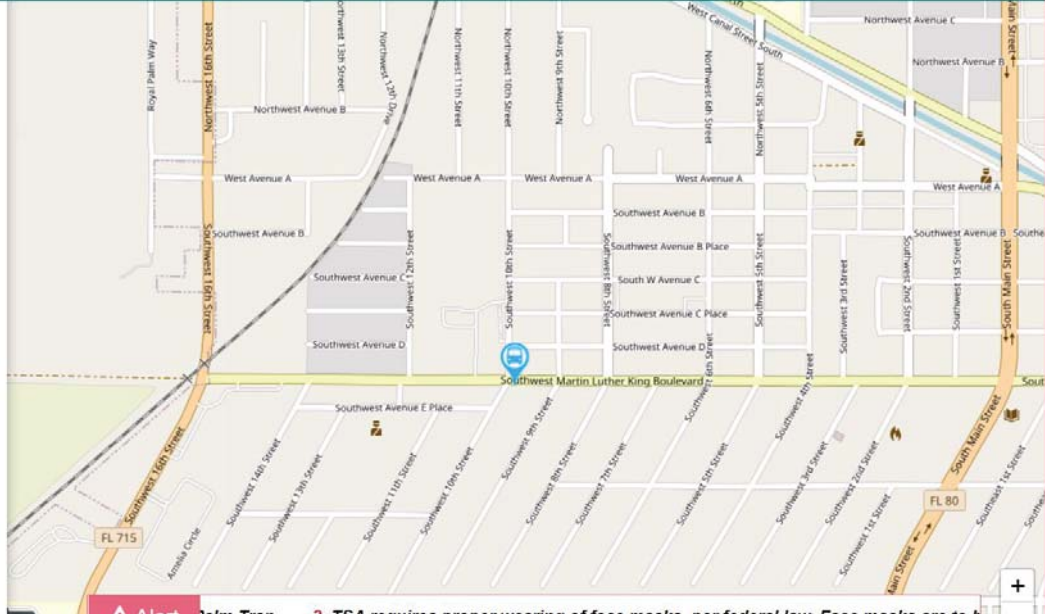
Enter a location
Radius: 0.25 Miles

or
Search by Stop ID:

Stops Near My Location : 5041 SW MLK BLVD @ SW 10TH ST
5041 0 miles
SW MLK BLVD @ SW 10TH ST

LINES SERVICED AT THIS STOP: 5041 SW MLK BLVD @ SW 10TH ST

Line	Trip Title	Arrival Time	Status
47	Rt 47 Northbound	5:03 AM	Passed
47	Rt 47 Northbound	6:23 AM	Passed
47	Rt 47 Northbound	7:12 AM	Passed
47	Rt 47 Northbound	8:12 AM	Passed
47	Rt 47 Northbound	9:12 AM	Passed
47	Rt 47 Northbound	5:12 PM	On Time
47	Rt 47 Northbound	6:12 PM	On Time
47	Rt 47 Northbound	6:32 PM	On Time
47	Rt 47 Northbound	7:12 PM	On Time
47	Rt 47 Northbound	8:32 PM	On Time



Alert Palm Tran 2. TSA requires proper wearing of face masks, per federal law. Face masks are to be worn at all times.

EXHIBIT “G”



- Trip Planner
- Maps & Schedules
- Bus Stops
- System Map
- Alerts

Radius: 0.25 Miles

or
Search by Stop ID:

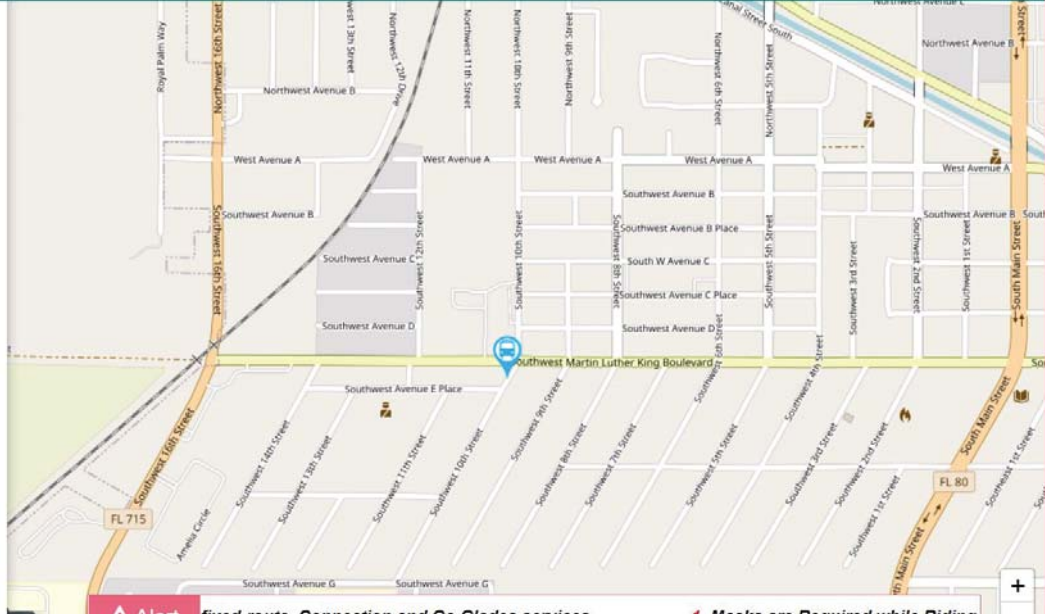
Stops Near My Location : 5068 SW MLK BLVD @ SW 10TH ST

5068 0 miles
SW MLK BLVD @ SW 10TH ST

LINES SERVICED AT THIS STOP: 5068 SW MLK BLVD @ SW 10TH ST

47

Line	Trip Title	Arrival Time	Status
47	Rt 47 Southbound	5:46 AM	Passed
47	Rt 47 Southbound	7:26 AM	Passed
47	Rt 47 Southbound	8:26 AM	Passed
47	Rt 47 Southbound	9:26 AM	Passed
47	Rt 47 Southbound	5:27 PM	On Time
47	Rt 47 Southbound	6:26 PM	On Time
47	Rt 47 Southbound	7:26 PM	On Time
47	Rt 47 Southbound	8:26 PM	On Time
47	Rt 47 Southbound	9:26 PM	On Time



Alert fixed-route, Connection and Go Glades services **1. Masks are Required while Riding**

EXHIBIT “H”



- Trip Planner
- Maps & Schedules
- Bus Stops
- System Map
- Alerts

Find Nearby Stops

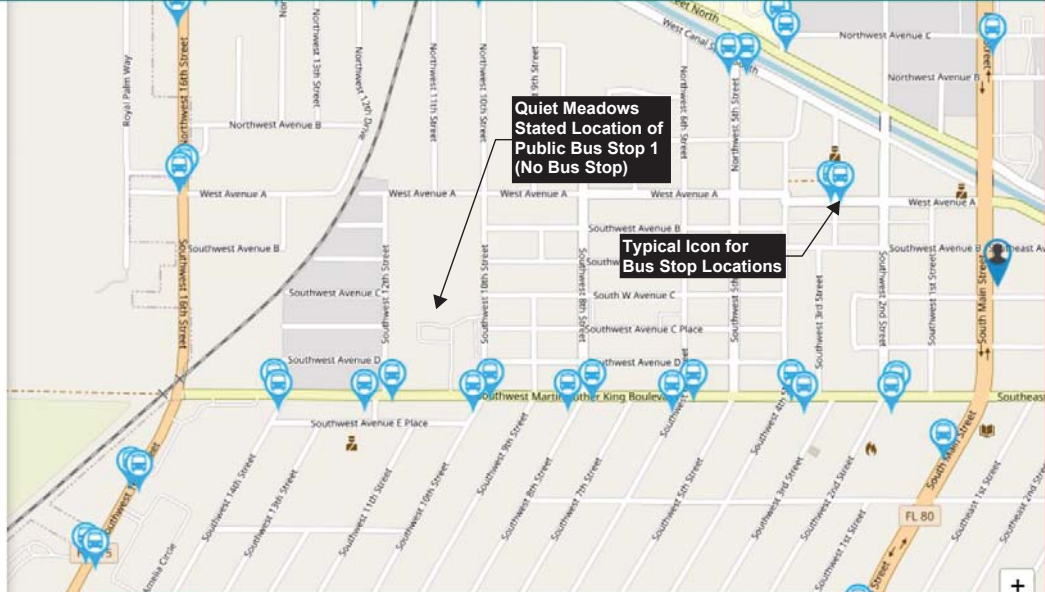
Near Location: Belle Glade FL, USA

Radius: 4.85 Miles

Search by Stop ID: STOP ID

Stops Near My Location : 5037 SW MLK BLVD @ SW 2ND ST

5037	0.195 miles
SW MLK BLVD @ SW 2ND ST	
5130	0.21 miles
SW MLK BLVD @ SW 2ND ST	
4853	0.218 miles
NW 3RD ST @ W AVA ST	
4854	0.23 miles



Alert 7th. 5. Following CDC guidelines, Palm Tran will not transport persons who are COV

EXHIBIT “I”



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Food Safety



Visit # 9999-7182-1539-84
Bureau of Food Inspection
Attention: Business Center
3125 Conner Boulevard, C-26
Tallahassee, FL 32399-1650

FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes
(850) 245-5520

Print Date: December 28, 2020

Food Entity Number:
Food Entity Name: Alabama Georgia Grocery
Date of Visit: December 28, 2020
Food Entity Address: 748 DR Martin Luther King JR Blvd W Belle Glade, FL 33430-3733
Food Entity Mailing Address: 748 DR Martin Luther King JR Blvd W Belle Glade, FL 33430-3733
Food Entity Type/Description: 124/Convenience Store Significant FS AND/OR Packaged Ice
Food Entity Owner: MLK Meat Market & Grocery Inc

Owner Code:

INSPECTION SUMMARY - Operating Without a Valid Food Permit - Abridged Inspection

On December 28, 2020, Alabama Georgia Grocery was inspected by JANNET CRISOSTOMO, a representative of the Florida Department of Agriculture and Consumer Services. Any violations observed during this inspection must be corrected to be in compliance with Chapter 500, Florida Statutes, and Rule 5K-4, Florida Administrative Code.

PERMIT APPLICATION INFORMATION

The permit application information was verified with management or a qualified representative.

COMPLIANCE KEY

IN = In Compliance OUT = Not In Compliance N/O = Not Observed N/A = Not Applicable

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

<u>Violation Number</u>	<u>Compliance Status</u>	<u>Violation Description</u>
1	IN	SUPERVISION: Person in charge present, demonstrates knowledge, and performs duties
2	OUT	EMPLOYEE HEALTH: Management, food employee and conditional employee; knowledge, responsibilities and reporting
3	IN	EMPLOYEE HEALTH: Proper use of restriction and exclusion
4	OUT	GOOD HYGIENIC PRACTICES: Proper eating, tasting, drinking, or tobacco use
5	IN	GOOD HYGIENIC PRACTICES: No discharge from eyes, nose, and mouth
6	OUT	PREVENTING CONTAMINATION BY HANDS: Hands clean and properly washed
7	IN	PREVENTING CONTAMINATION BY HANDS: No bare hand contact with ready-to-eat foods or approved alternative method properly followed
8	IN	PREVENTING CONTAMINATION BY HANDS: Handwashing sinks properly supplied and accessible
9	OUT	APPROVED SOURCE: Food obtained from approved source
10	IN	APPROVED SOURCE: Food received at proper temperature
11	IN	APPROVED SOURCE: Food in good condition, safe and unadulterated
12	N/A	APPROVED SOURCE: Required records available: shellstock tags, parasite destruction
13	OUT	PROTECTION FROM CONTAMINATION: Food separated and protected
14	OUT	PROTECTION FROM CONTAMINATION: Food-contact surfaces: cleaned and sanitized



Florida Department of Agriculture and Consumer Services
Division of Food Safety



Visit # 9999-7182-1539-84
Bureau of Food Inspection
Attention: Business Center
3125 Conner Boulevard, C-26
Tallahassee, FL 32399-1650

NICOLE "NIKKI" FRIED
COMMISSIONER

Chapter 500, Florida Statutes
(850) 245-5520

Print Date: December 28, 2020

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

<u>Violation Number</u>	<u>Compliance Status</u>	<u>Violation Description</u>
15	IN	PROTECTION FROM CONTAMINATION: Proper disposition of returned, previously served, reconditioned, and unsafe food
16	N/A	TIME/TEMPERATURE CONTROL FOR SAFETY FOOD: Proper cooking time and temperatures
17	N/O	TIME/TEMPERATURE CONTROL FOR SAFETY FOOD: Proper reheating procedures for hot holding
18	N/O	TIME/TEMPERATURE CONTROL FOR SAFETY FOOD: Proper cooling time and temperatures
19	IN	TIME/TEMPERATURE CONTROL FOR SAFETY FOOD: Proper hot holding temperatures
20	OUT	TIME/TEMPERATURE CONTROL FOR SAFETY FOOD: Proper cold holding temperatures
21	OUT	TIME/TEMPERATURE CONTROL FOR SAFETY FOOD: Proper date marking and disposition
22	N/A	TIME/TEMPERATURE CONTROL FOR SAFETY FOOD: Time as a public health control: procedures and records
23	N/A	CONSUMER ADVISORY: Consumer advisory provided for raw or undercooked foods
24	IN	EMPLOYEE HEALTH: Procedures for responding to vomiting and diarrheal events
25	N/A	CHEMICAL: Food additives: approved and properly used
26	OUT	CHEMICAL: Toxic substances properly identified, stored, and used
27	N/A	CONFORMANCE WITH APPROVED PROCEDURES: Conformance with approved procedures
95	OUT	SUPERVISION: Certified food protection manager

GOOD RETAIL PRACTICES

<u>Violation Number</u>	<u>Compliance Status</u>	<u>Violation Description</u>
33	OUT	FOOD TEMPERATURE CONTROL: Approved thawing methods used
34	OUT	FOOD TEMPERATURE CONTROL: Thermometers provided and accurate
37	OUT	PREVENTION OF FOOD CONTAMINATION: Contamination prevented during food preparation, storage and display
43	OUT	PROPER USE OF UTENSILS: Single-use/single-service articles: properly stored and used
45	OUT	UTENSILS, EQUIPMENT AND VENDING: Food and nonfood-contact surfaces cleanable, properly designed, constructed, and used
47	OUT	UTENSILS, EQUIPMENT AND VENDING: Nonfood-contact surfaces clean
51	OUT	PHYSICAL FACILITIES: Toilet facilities: properly constructed, supplied, and cleaned
54	OUT	PHYSICAL FACILITIES: Ventilation and lighting; designated areas used
99	OUT	CHAPTER 5K-4: Food Permit

OBSERVATIONS AND CORRECTIVE ACTIONS

COS = Corrected on Site

P = Priority Citation

Pf = Priority Foundation Citation

(Directly Associated with Foodborne Illnesses) (Supports or Leads to a Priority Citation)

INSPECTION: RISK BASED



Florida Department of Agriculture and Consumer Services
 Division of Food Safety



Visit # 9999-7182-1539-84
 Bureau of Food Inspection
 Attention: Business Center
 3125 Conner Boulevard, C-26
 Tallahassee, FL 32399-1650

FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes
 (850) 245-5520

NICOLE "NIKKI" FRIED
 COMMISSIONER

Print Date: December 28, 2020

INSPECTION: RISK BASED

<u>Violation Number</u>	<u>Citation Description</u>	<u>COS</u>	<u>Observation</u>	
2	Person in charge does not correctly respond to questions that relate to preventing transmission of foodborne disease by a food employee who has a disease or medical condition that may cause foodborne disease, can not describe symptoms associated with diseases that are transmissible through food, or can not explain how to comply with reporting responsibilities and exclusion or restriction of food employees. 2-102.11(C)(2)-(3) and (17) Pf	<input type="checkbox"/>	PERSON IN CHARGE DID NOT CORRECTLY ANSWER QUESTIONS REGARDING RESTRICTIONS AND EXCLUSIONS OF FOODBORNE DISEASES AND ILLNESSES. EMPLOYEE HEALTH GUIDELINES PROVIDED.	Pf
4	Employee eating, drinking or using tobacco where exposed food, clean equipment, utensils, and linens, unwrapped single service and single use articles or other items could become contaminated. 2-401.11	<input checked="" type="checkbox"/>	FOOD SERVICE AREA: OBSERVED EMPLOYEE CUP OF COFFEE STORED ON THE BAND SAW EQUIPMENT. COS: DISCUSS WITH MANAGEMENT WHERE TO EAT AND DRINK, EMPLOYEE MOVED CUP TO PROPER LOCATION DURING VISIT.	
6	Food employee not cleaning hands or exposed portions of arms immediately before engaging in food preparation including working with exposed food, clean equipment or utensils, or unwrapped single service or single use articles; after touching bare human body parts; after using the toilet room; after caring for or handling service animals or aquatic animals; after coughing, sneezing, using a handkerchief or tissue, using tobacco, eating or drinking; after handling soiled equipment or utensils; during food preparation as often as necessary to remove soil and prevent cross contamination; before donning gloves to initiate a task that involves working with food; or after engaging in other activities that contaminate the hands. 2-301.14 P	<input checked="" type="checkbox"/>	FOOD SERVICE AREA: EMPLOYEE DID NOT WASH HANDS IN BETWEEN CHANGING TASKS WHILE PROCESSING READY TO EAT FOOD. COS: EMPLOYEE WAS INFORMED OF WHEN TO WASH HANDS. EMPLOYEE CORRECTLY WASHED HANDSDURING VISIT.	P
9	Food not obtained from sources that comply with law. 3-201.11(A) P	<input checked="" type="checkbox"/>	RETAIL AREA: PREPACKAGED ICE BAGS AND ICE CUPS OBTAINED FROM AN UNAPPROVED SOURCE. COS: ICE VOLUNTARILY DISCARDED DURING VISIT.	P
13	Food not protected from cross contamination by storage in packages, covered containers or wrappings. 3-302.11(A)(4)	<input checked="" type="checkbox"/>	FOOD SERVICE AREA: OPEN DELI MEATS IN DELI CASE STORED UNCOVERED. COS: DELI MEATS COVERED DURING VISIT.	



Florida Department of Agriculture and Consumer Services
Division of Food Safety



Visit # 9999-7182-1539-84
Bureau of Food Inspection
Attention: Business Center
3125 Conner Boulevard, C-26
Tallahassee, FL 32399-1650

FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes
(850) 245-5520

NICOLE "NIKKI" FRIED
COMMISSIONER

Print Date: December 28, 2020

INSPECTION: RISK BASED

<u>Violation Number</u>	<u>Citation Description</u>	<u>COS</u>	<u>Observation</u>	
14	Equipment food-contact surface or utensil not clean to sight and touch. 4-601.11(A) Pf	<input checked="" type="checkbox"/>	FOOD SERVICE AREA: DELI SLICER AND BAND SAW HAS FOOD DEBRIS BUILD UP. ALL EQUIPMENT WASHED, RINSED AND SANITIZED PRIOR END OF VISIT.	Pf
20	Cold held time/temperature control for safety food not maintained at 41°F or below. 3-501.16(A)(2) P	<input checked="" type="checkbox"/>	BACKROOM: PACKAGES OF DELI MEAT IN WALK-IN COOLER PROBED AT INTERNAL TEMPERATURE OF 44-46 DEGREES F. COS: DELI MEATS PLACED IN WALK-IN FREEZER AND TEMPERATURE VERIFIED.	P
21	Refrigerated, ready-to-eat, time/temperature control for safety food prepared and packaged by a food processing plant not clearly marked, when opened onsite and held for more than 24 hours, to indicate the date or day by which the food shall be consumed, sold, or discarded when held at 41°F or less for a maximum of 7 days; or the day the original container is opened onsite not counted as day 1. 3-501.17(B) Pf	<input checked="" type="checkbox"/>	FOOD SERVICE AREA: NO DATE MARKING ON READY TO EAT DELI MEATS OPENED MORE THAN 24 HOURS. COS ALL MEATS WERE PROPERLY DATE MARKED AND VERIFIED.	Pf
26	Poisonous or toxic materials for retail sale not stored or displayed to prevent contamination of food, equipment, utensils, linens, and single-service and single-use articles by separating the poisonous or toxic materials by spacing or partitioning, or locating the poisonous or toxic materials in an area that is not above food, equipment, utensils, linens, and single-service and single-use articles. 7-301.11 P	<input checked="" type="checkbox"/>	RETAIL AREA: CLEANING CHEMICALS AND MOTOR OIL CHEMICALS DISPLAYED OVER READY TO EAT DRINKS AND CEREALS THROUGHOUT RETAIL AREA. COS: CHEMICALS MOVED TO PROPER LOCATION PRIOR TO END OF VISIT.	P
95	Establishment does not have a certified food protection manager who has passed a test through a recognized accredited program. 5K-4.021(1), F.A.C.	<input type="checkbox"/>	NO CERTIFIED FOOD PROTECTION MANAGER.	

INSPECTION: GRP

<u>Violation Number</u>	<u>Citation Description</u>	<u>COS</u>	<u>Observation</u>
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Florida Department of Agriculture and Consumer Services
Division of Food Safety



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FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes
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NICOLE "NIKKI" FRIED
COMMISSIONER

Print Date: December 28, 2020

INSPECTION: GRP

**Violation
Number**

Citation Description

COS Observation

33	Time/temperature control for safety food not thawed under refrigeration that maintains the food at 41°F or less, completely submerged under cold running water with sufficient velocity to agitate and float off loose particles, or as part of the cooking process. When thawed under cold running water, ready-to-eat food allowed to rise above 41°F or raw animal food allowed to be above 41°F for more than 4 hours. 3-501.13 (A)-(D)	<input checked="" type="checkbox"/> FOOD SERVICE AREA: OBSERVED FROZEN BEEF THAWING AT ROOM TEMPERATURE NEXT TO BAND SAW. COS: FROZEN BEEF MOVED TO WALK-IN COOLER DURING VISIT.	
34	Food temperature measuring device not provided or not readily accessible for use in ensuring food temperatures are attained and maintained; or food temperature measuring device with a suitable small-diameter probe not provided or not readily accessible to accurately measure the temperature in thin foods. 4-302.12 Pf	<input checked="" type="checkbox"/> NO PROBE THERMOMETER AT ESTABLISHMENT. COS: PROBED THERMOMETER OBTAINED PRIOR TO END OF VISIT.	Pf
34	Temperature measuring device sensor not located to measure the air temperature or a simulated product temperature in the warmest part of a mechanically refrigerated unit or in the coolest part of a hot food storage unit; cold or hot holding equipment used for time/temperature control for safety food not equipped with at least one integral or permanently affixed temperature measuring device that is located to allow easy viewing of the temperature display; or temperature measuring device not designed to be easily readable. 4-204.112(A), (B) and (D)	<input type="checkbox"/> FOOD SERVICE AREA: NO AMBIENT THERMOMETER PROVIDED IN THE HOT CASE. RETAIL AREA: NO AMBIENT THERMOMETER PROVIDED IN THE MILK COOLER.	
37	Food not stored at least 6 inches above the floor; in a clean, dry location; or food stored where it is exposed to splash, dust or other contamination. 3-305.11	<input type="checkbox"/> BACKROOM: PREPACKAGED DRINKS STORED ON THE FLOOR IN THE BACKROOM STORAGE.	
43	Single-service or single-use articles handled, displayed or dispensed without protection from contamination of food- and lip-contact surfaces; single-service or single-use knives, forks or spoons not presented so that only the handles are touched by employees or consumers; or single-service or single-use articles that are intended for food- or lip-contact not furnished for consumer self-service with the original individual wrapper intact or from an approved dispenser. 4-904.11	<input type="checkbox"/> RETAIL AREA: SINGLE USE COFFEE STIRS NEXT TO COFFEE MACHINE DISPLAYED UNCOVERED.	
45	Nonfood-contact surface of equipment exposed to splash, spillage, or other food soiling or that requires frequent cleaning not constructed of a corrosion-resistant, nonabsorbent, and smooth material. 4-101.19	<input type="checkbox"/> RETAIL AREA: SOME SHELVES HAVE CARDBOARD LINING.	



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<u>Violation Number</u>	<u>Citation Description</u>	<u>COS</u>	<u>Observation</u>
45	Nonfood-contact surfaces not free of unnecessary ledges, projections, and crevices or not designed and constructed to allow easy cleaning and to facilitate maintenance. 4-202.16	<input type="checkbox"/>	RETAIL AREA: SODA CRATES USED FOR STORAGE THROUGHOUT RETAIL. BACKROOM: SODA CRATES USED FOR STORAGE IN THE WALK-IN COOLER.
47	Nonfood-contact surface of equipment not cleaned at a frequency necessary to preclude accumulation of soil residue. 4-602.13	<input type="checkbox"/>	BACKROOM: DRINK SLIDERS HAVE DUST AND DEBRIS ACCUMULATION IN THE WALK-IN COOLER AND DISPLAY COOLERS.
51	Toilet room located inside the food establishment not completely enclosed or not provided with a tight-fitting self-closing door. 6-202.14	<input type="checkbox"/>	BACKROOM: EMPLOYEE RESTROOM DOOR IS NOT SELF CLOSING.
54	Adequate lighting not provided in a handwashing area, food processing or storage area, warewashing area, dressing or locker room, or toilet room. 5K-4.004(1)(b)4., F.A.C	<input type="checkbox"/>	BACKROOM: THERE IS NO LIGHTS IN THE LARGE BACKROOM.
99	The food establishment is operating without a valid food permit. An application for a food permit has been submitted. Food Establishment shall remit payment of appropriate fee within 10 days. 500.12(1)(a)F.S., 5K-4.020(4)(b) F.A.C.	<input type="checkbox"/>	FOOD ESTABLISHMENT IS OPERATING WITHOUT A 2020 FOOD PERMIT. FOOD ESTABLISHMENT BEGAN OPERATING DECEMBER1, 2020.

COMMENTS

Due to COVID-19, today's summarized inspection was conducted using risk-based methodology focusing on food safety parameters that are directly associated with sanitation and public health

Thank you for submitting your food establishment permit application. To complete the application process, you must remit payment in full. To expedite the processing of your food permit application, electronic online payment is available at <https://foodpermit.fdacs.gov>. Follow the instructions on the portal page for payment processing. Payment by check or money order is also accepted, but must be made payable to FDACS and remitted to Florida Department of Agriculture and Consumer Services, PO Box 6720, Tallahassee, FL 32314-6720. Please note that payment by check or money order may delay the processing of your food permit application.

Permit fees must be paid in full before your application can be processed further. Failure to pay any permit fees in full will result in the denial of your permit and you may be subject to administrative penalties if you are found operating without a valid food permit, which is a violation of Section 500.12(1)(a), Florida Statutes. If you are found to be in violation of this provision, the Department may impose up to a \$5,000.00 fine against you and/or seek administrative action to close your business.



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Food Safety

FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes
(850) 245-5520



Visit # 9999-7182-1539-84
Bureau of Food Inspection
Attention: Business Center
3125 Conner Boulevard, C-26
Tallahassee, FL 32399-1650

Print Date: December 28, 2020

All requests for a new food permit submitted January 1 through June 30, shall be assessed a permit fee per F.S. Chapter 500 and Rule 5K-4. All requests for a new food permit submitted July 1 through December 31, shall be assessed permit fees of fifty percent (50%) of the applicable fee per F.S. Chapter 500 and Rule 5K-4.

The Minimum Construction Standards checklist has been used in accordance with 500.12(2)(a) Florida Statutes by the food safety inspector to determine compliance before obtaining a food permit.

The food establishment is operating without a valid food permit. An application for a food permit has been submitted. The Food Establishment shall remit payment of the appropriate fee within 10 days. Electronic online payment by credit card or e-check is available at <https://foodpermit.fdacs.gov>. Payment by check or money order is also accepted but must be made payable to FDACS and remitted to Florida Department of Agriculture and Consumer Services, PO Box 6720, Tallahassee, FL 32314-6720. Please note that payment by check or money order may delay the processing of your food permit application. Contact the Business Center by email at FoodSafety@FDACS.gov or by calling 850-245-5520 for further assistance.

ACKNOWLEDGMENT

I acknowledge receipt of a copy of this document, and I further acknowledge that I have verified the location and mailing addresses on the first page of this document are correct, or I have written the correct information on the first page of this document.

(Signature of FDACS Representative)

JANNET CRISOSTOMO, SANITATION AND SAFETY SPECIALIST

(Signature of Representative)

MUNTAZIM TAMIN, PERSON IN CHARGE

Print Name and Title

EXHIBIT “J”



**Housing Finance Authority
of Palm Beach County**

100 Australian Avenue, Suite 410
West Palm Beach, FL 33406
(561) 233-3656
FAX: (561) 233-3657
www.pbchfa.org



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Executive Director

David M. Brandt

dbrandt@pbegov.org

(561) 233-3652

Administrative Assistant

Jennifer M. Hamilton

jhamilto@pbegov.org

(561) 233-3656

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

November 6, 2020

Quiet Meadows, LLC
c/o Mr. Joseph Glucksman
McCurdy Senior Housing Corporation
306 SW 10th Street
Belle Glade, FL 33430

Re: Florida Housing RFA 2020-205

Dear Mr. Glucksman:

This letter is provided in connection with your application to Florida Housing Finance Corporation's RFA 2020-205 for SAIL Financing of Affordable Multifamily Housing Developments to be used in conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits.

The Housing Finance Authority of Palm Beach County confirms the following items:

- A. Quiet Meadows, LLC. has submitted a complete application for Tax-Exempt Bonds for the Quiet Meadows development to be located at 350 SW 10th Street, Belle Glade, FL 33430.
- B. Quiet Meadows, LLC. has requested an initial amount of Tax-Exempt Bonds not to exceed \$19,000,000.
- C. Quiet Meadows, LLC. has not closed on the Tax-Exempt Bonds and will not close prior to the application deadline for FHFC RFA 2020-205.

Should you have questions or need further information regarding this matter, please do not hesitate to contact us.

Sincerely,

David Brandt
Executive Director

EXHIBIT “K”



November 6, 2020

Joseph Glucksman
McCurdy Senior Housing Corporation
306 SW 10th Street
Belle Glade, FL 33430

RE: Quiet Meadows, Belle Glade, FL (the "Project")

Dear Mr. Glucksman:

Thank you for sending the information on Quiet Meadows. We have reviewed the development proposal and are extremely interested in providing construction period and permanent financing for this 132-unit community. R4CF will provide such mortgage capital through our direct purchase of tax-exempt bonds to be issued by Palm Beach County Housing Finance Authority.

We expressly acknowledge that the development will be subject to specific income limits and the 40-60 set aside. We have reviewed the underwriting criteria set forth in the Qualified Allocation Plan (QAP) and other special use restrictions that allow additional points under the 2019-2020 QAP, which were considered in our underwriting analysis.

It is our understanding that Quiet Meadows will consist of 132 one-bedroom units, providing affordable rental housing for family use, subject to various special use restrictions:

- The Property will be subject to certain LURAs based upon its receipt of LIHTC and/or other public subsidies. It is further anticipated that all of the Property's units will subject to contract-based Section 8 subsidies.

Based upon the information provided to us to date, R4CF expects the total bond financing on the property to be approximately \$19,000,000 during the development period, paid down to approximately \$15,000,000 at Stabilization. A summary of financing key terms is as follows:

- Interest Rate: The fixed rate of interest on the Bonds will be established approximately five business days prior to Closing based upon the 10-year Treasury Index, published by Thomson Reuters, plus a spread of 2.85%, subject to a bond interest floor of 3.75%.
 - As of November 5, 2020 the 10-year Treasury Index is 0.76% and the Bond Interest Rate would be 3.75%. Upon Closing, interest will be paid monthly.
 - Construction Period: 18 months
 - IO period: The period prior to the Stabilization Date.
 - Project Stabilization: 24 months
 - Upon Stabilization, the Permanent Loan will be \$15,000,000.
 - Term: 16 years
 - Amortization: 35 years
 - R4CF Origination Fee: 1.00%
 - R4CF Construction Servicing: 0.50%
 - Construction Inspection Fee: \$1,500/month
-

R4CF appreciates the opportunity to work with McCurdy Senior Housing Corporation on its affordable housing acquisitions and looks forward to executing this and other transactions with you.

Very truly yours,
R4 CAPITAL FUNDING LLC



By: James D. Spound
President

Please acknowledge receipt of this letter by signing below.



By: Joseph Gluckman

EXHIBIT “L”



8141 Lakewood Main St, Ste 208
Lakewood Ranch, FL 34202

727.329.5479
CREALLC.COM

November 10, 2020

Joseph Glucksman
McCurdy Senior Housing Corporation
306 SW 10th St.
Belle Glade, FL 33430

Re: Quiet Meadows (the "Project")

Dear Mr. Glucksman:

This letter of intent (this "Letter of Intent") summarizes the principal business terms under which a CREA, LLC ("CREA") entity (sometimes referred to herein as the "Limited Partner") will acquire an interest in Quiet Meadows Limited Partnership (the "Partnership") that will develop and operate the Project. The terms and conditions of the Limited Partner's investment in the Project are subject to the execution of a mutually agreed upon limited partnership agreement (the "Partnership Agreement") and CREA's Capital Committee approval. Capitalized terms not otherwise defined herein will have the meanings set forth in the Partnership Agreement.

1) Project Information and Assumptions

The Limited Partner's willingness to acquire an interest in the Partnership is based upon the following information and assumptions. CREA reserves the right to update and adjust this Letter of Intent to reflect any changes in the following information and assumptions discovered during the due diligence and underwriting review.

- a) The Project, located in Belle Glade, Florida, County of Palm Beach, will have 132 senior units for rent. Within the Project, 132 units will be occupied in compliance with the Federal low-income housing tax credit ("LIHTC") requirements of Section 42 of the Internal Revenue Code (the "Code").

b) Participants

General Partner (0.010%):	Quiet Meadows , LLC
Limited Partner (99.989%):	CREA Quiet Meadows, LLC
Special Limited Partner (0.001%):	CREA SLP, LLC
Co-Developer:	McCurdy Senior Housing Corporation
Co-Developer:	Palm Beach County Housing Authority
General Contractor:	To-be-determined
Property Manager:	To-be-determined
Guarantors:	General Partner and Developer

c) Project Timeframe

Closing Date:	July 1, 2021
Construction Completion Date:	January 1, 2023
Qualified Occupancy Date:	July 1, 2023
Stabilized Operations Date:	October 1, 2023

d) Tax Credit Delivery and Pricing

The terms and conditions set forth in this Letter of Intent are based upon a financial model initially submitted to CREA. Prior to closing, CREA will underwrite your financial assumptions and prepare a final financial model which, if acceptable to the General Partner, will be attached to the fully executed Partnership Agreement (the "Financial Forecasts").

Federal Low Income Housing Tax Credits (the "Tax Credits") are expected to be generated by the Partnership and allocated to the partners.

"Projected Tax Credits" means Tax Credits from the Agency in an amount equal to:

\$664,066 (50%)	in 2023
\$1,328,132 (100%)	in 2024 through 2032
\$664,066 (50%)	in 2033

The Financial Forecasts will reflect equity amounts calculated as follows:

LIHTC Equity	
2020 Federal LIHTC Request:	\$13,282,784
Limited Partner Interest:	99.989%
Credit Price:	\$0.95
<hr/>	
Total Federal Equity:	\$12,617,257
TOTAL LIMITED PARTNER EQUITY	\$12,617,257
CREA SLP, LLC Equity:	\$100

The Total Limited Partner Equity assumes an applicable percentage of 3.08% for the rehab and acquisition credits.

2) **Limited Partner's Capital Contribution**

- a) The Limited Partner will make capital contributions ("Capital Contributions") to the Partnership in installments (each, an "Installment"), pursuant to the terms and conditions of the Partnership Agreement. Each Installment is subject to the Limited Partner's receipt of: (i) a satisfactory AIA forms and general contractor lien waivers (during construction), (ii) a current date down endorsement or title update, (iii) satisfactory

evidence that the Project is In Balance, (iv) evidence that the conditions of all prior Installments have been satisfied, and (v) the General Partner's certification that the representations and warranties contained in the Partnership Agreement are true and correct as of the date of the Installment. Each Installment will be made within ten (10) business days of the receipt and satisfaction of all items listed below. Installments will be made as follows:

- 1) \$1,892,588 (15.00%), (the "First Installment"), will be funded upon the later to occur of the execution of the Partnership Agreement and satisfaction of the following conditions, as determined by the SLP:
 - a) the Limited Partner's admission to the Partnership;
 - b) receipt by the SLP of due diligence documentation customary to closing a LIHTC transaction;
 - c) closing of all Project sources and funding of those sources as required pursuant to the Financial Forecasts;
 - d) receipt of a fixed rate commitment for the Permanent Loan(s); and
 - e) receipt of any necessary building permits or approved will-issue letter; and
 - f) confirmation that all subsidy contracts will be in place prior to the funding of the First Installment and have a term extending at least one year beyond the end of the Compliance Period.
- 2) \$5,046,903 (40.00%), (the "Second Installment"), will be funded upon the later to occur of January 1, 2023 and satisfaction of the following conditions, as determined by the Limited Partner:
 - a) 98.00% lien-free completion of construction of the Project as certified by the architect (up to \$100,000 of liens may be bonded over);
- 3) \$4,416,040 (35.00%), (the "Third Installment"), will be funded upon the later to occur of January 1, 2023 and satisfaction of the following conditions, as determined by the SLP:
 - a) Lien-free (up to \$100,000 of liens may be bonded over) Construction Completion of the Project sufficient for all residential rental units to be "placed in service" within the meaning of Section 42 of the Code;
 - b) the issuance of all required permanent certificates of occupancy permitting immediate occupancy of all residential rental units;
 - c) architect's substantial completion certification that the Project has been completed in accordance with the Plans and Specifications;
 - d) receipt of the accountant's draft Cost Certification and evidence that the "50% Test" has been met;
 - e) receipt by the SLP of satisfactory evidence that all environmental requirements have been met (if applicable); and
 - f) execution of a property management agreement if not required at closing.
- 4) \$630,863 (5.00%), (the "Fourth Installment"), will be funded upon the later to occur of October 1, 2023 and satisfaction of the following conditions, as determined by the SLP:
 - a) the achievement of Stabilized Operations (as defined below);
 - b) receipt and approval of the Limited Partner's third-party review of all of the first year's tenant files for compliance with the Code and State requirements;
 - c) receipt of the accountant's final Cost Certification and the final 50% Test;
 - d) payment in full of the Construction Loan and closing and funding of the Permanent Loans (which may occur simultaneously with the payment of this Fourth Installment);
 - e) receipt of the final as-built ALTA survey of the Project.

"Stabilized Operations" means a 90 consecutive day period following Construction Completion upon which: (i) the Project has achieved Qualified Occupancy, (ii) the Project has maintained physical

occupancy of at least 90%, (iii) closing and funding of the Permanent Loan has occurred, and (iv) the Project has satisfied the Debt Coverage Ratio Requirement.

- 5) \$630,863 (5.00%), (the "Fifth Installment"), will be funded upon the later to occur of January 1, 2024 and satisfaction of the following conditions, as determined by the SLP:
 - a) the IRS Form 8609 for all buildings;
 - b) receipt of the approved and recorded Restrictive Covenant; and
 - c) an executed copy of the Deferred Developer Fee Note; and
 - d) a copy of the filed 168(h) election (if applicable).
- b) All equity installments during the construction period (including the Construction Completion installment) will be funded on a monthly draw basis. Concurrently with the date a construction draw request is made to a lender, or when an Installment is requested during the construction period, the General Partner will furnish to the SLP a copy of any documents submitted to a lender as part of a construction draw or as otherwise required herein.

3) Cash Flow Distributions

- a) Subject to any required approvals, Cash Flow generated through October 1, 2023, after the payment of any Asset Management Fee, will be available to pay Development Costs. After October 1, 2023, Cash Flow will be distributed in the following order and priority:
 - 1) To pay any current and accrued but unpaid Asset Management Fee;
 - 2) To repay any unpaid loans made by the Limited Partner or the SLP;
 - 3) To the Limited Partner for any Tax Credit adjusters;
 - 4) To pay any DDF (plus any accrued interest), and then as a return of capital to the General Partner to the extent of any General Partner Capital Contribution required to pay DDF at the end of the Compliance Period;
 - 5) To the Operating Reserve Account until such account is equal to the initial Operating Reserve amount, and then to the Replacement Reserve Account to replenish expenditures not contemplated in the approved capital budget;
 - 6) To the payment of any Cash Flow Loans;
 - 7) To the payment of any discretionary General Partner loan;
 - 8) To the payment of Deferred Property Management Fees (if applicable)
 - 9) To the General Partner to repay any guaranty obligation treated as a loan;
 - 10) Of the balance, 10.00% to the Limited Partner; and
 - 11) The balance to the General Partner as an Incentive Management Fee (but not in excess of 12% of the gross revenues of the Partnership, less any related party fees) and, thereafter, as a distribution to the General Partner.
 - b) Net Cash from Sale and Refinance will be distributed in the following order and priority:
 - 1) To repay any unpaid loans made by the Limited Partner or the SLP;
 - 2) To the Limited Partner for any Tax Credit adjusters;
 - 3) Payment to the Limited Partner to cover the exit tax liability from the Limited Partner's negative capital account, if any;
-

- 4) To pay any current and accrued but unpaid Asset Management Fee;
- 5) To pay any DDF plus any accrued interest;
- 6) To fund reserves for contingent or unforeseen liabilities or obligations of the Partnership to the extent deemed reasonable by the Limited Partner;
- 7) To pay Deferred Property Management Fees;
- 8) To the payment of any debts and liabilities (including any unpaid fees) owed to the partners or affiliates by the Partnership for Partnership obligations; provided, however, that the foregoing debts and liabilities owed to the partners and their affiliates will be paid or repaid, as applicable, in the following order of priority, if and to the extent applicable: (i) unpaid discretionary loans and (ii) amounts treated as loans for guaranty obligations; and
- 9) After making the payments specified above, the balance of Net Cash from Sale and Refinance, if any, will be distributed 90.00% to the General Partner and 10.00% to the Limited Partner.

4) CREA Fees

- a) The Partnership will pay an annual Asset Management Fee of \$5,000, increasing by 3.00% per annum (the "AMF"), which AMF will be earned by the Asset Manager beginning on the date of the Partnership Agreement (with a pro-rata share of such fee earned for any partial calendar year). The first year's AMF will be paid at closing and the amount payable for the second year's AMF will be adjusted pro-rata.
- b) The Partnership will pay CREA a due diligence reimbursement of \$60,000 from the proceeds of the First Installment.

5) Other Matters

- a) The Partnership will establish the Operating Reserve in the amount of six months' underwritten Operating Expenses and must pay debt service. The Operating Reserve is currently estimated at \$752,952 which amount remains subject to final underwriting. The Operating Reserve will be funded evenly out of the proceeds of the Third Installment. The Operating Reserve will be held in the Operating Reserve Account at a bank selected by the Limited Partner, which account will require the prior written consent of the Limited Partner for withdrawals. The Operating Reserve will be used to fund Operating Deficits and will be replenished pursuant to Section 3. The Operating Reserve will be released in accordance with Section 3 at the end of the Compliance Period.
- b) The Partnership will establish and maintain an annual Replacement Reserve equal to the greater of: (1) the amount required by the Lender; and (2) \$300 per unit per annum escalating at 3.00% per annum, or such greater amount as CREA may reasonably require following its review of the construction documents. On the sixth and eleventh anniversary of Construction Completion, the SLP will have the right to require a physical needs assessment of the Project pursuant to which the amount reserved on a monthly basis may be increased.

(signature page follows)

Thank you for your consideration and we sincerely appreciate the opportunity to work with you.

Very truly yours,
CREA, LLC

By: 
Name: Mike Boyle
Title: Senior Vice President

Agreed and Accepted:

Developer

By: 
Name: McCurdy Senior Housing Corporation

By: Joseph Gluckman
Its: President
Date: 11/10/2020

EXHIBIT “B”

**STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

MHP FL VIII LLLP,

Petitioner,

FHFC Case No.
RFA No. 2020-205
App. No. 2021-266BSN

v.

FLORIDA HOUSING FINANCE
CORPORATION

Respondent.

**MHP FL VIII LLLP'S
SECOND AMENDED FORMAL WRITTEN PROTEST AND
PETITION FOR FORMAL ADMINISTRATIVE PROCEEDINGS**

MHP FL VIII LLLP's ("MHP") petitions to protest a procurement decision made by the Florida Housing Finance Corporation ("FHFC" or "Florida Housing"). Florida Housing issued Request for Applications 2020-205 to solicit proposals for financing of affordable multifamily housing developments. MHP submitted an application in response to the RFA but was not selected for award. MHP previously filed a Formal Written Protest and Petition for Formal Administrative Proceedings. MHP now files this Amended Formal Written Protest and Petition for Formal Administrative Proceedings in order to contest Florida Housing's preliminary decision to award financing to applicants other than MHP. Support for this Petition follows:

The Parties and the RFA

1. The agency affected by this protest is the Florida Housing Finance Corporation ("Florida Housing"). Florida Housing's address is 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329.

2. Florida Housing is a public corporation created by section 420.504, Florida Statutes, to administer the governmental function of financing or refinancing affordable housing. Florida Housing's statutory authority and mandates are found in Part V, Chapter 420, Florida Statutes. *See* §§ 420.501- 420.55, Fla. Stat.

3. Florida Housing administers competitive solicitations to make and service mortgage loans for new construction or rehabilitation of affordable housing through several programs, including the State Apartment Incentive Loan (SAIL) Program. *See* ch. 67-60, Fla. Admin. Code.

4. Florida Housing published Request for Applications No. 2020-205 (the "RFA") in order to solicit proposals for the development of affordable housing for Families and for the Elderly using SAIL Program funding as gap funding in conjunction with Tax-Exempt Bond Financing, Non-Competitive Housing Credits, and National Housing Trust Funds.

5. Through the RFA, Florida Housing announced that it expected to offer an estimated \$88,959,045 comprised of a part of the Family and Elderly demographic portion of SAIL funding approved by the 2020 Florida Legislature.

6. MHP is a Florida limited partnership in the business of providing affordable housing. MHP is located at 601 Brickell Key Drive, Suite 700, Miami, Florida 33131. For purposes of this proceeding, MHP's address, telephone number and email address are those of its undersigned counsel.

7. MHP submitted a proposal in response to the RFA, Application No. 2021-266BSN, as did several other applicants.

8. MHP's Application was fully responsive to the requirements of the RFA but was not selected for funding.

9. Applications filed by Fulham Terrace, Ltd. (“Fulham Terrace”), and Quiet Meadows, LTD (“Quiet Meadows”) were all selected for funding, as were other applicants.

10. As set forth below, the Applications filed by Fulham Terrace and Quiet Meadows failed to satisfy material requirements of the RFA, or were deemed to be eligible for certain preferences for which the Applications did not qualify.

Notice and Authority for Petition

11. On October 15, 2020, Florida Housing issued the RFA.

12. On October 21, November 3, and November 9, Florida Housing modified the RFA.

13. Applications in response to the RFA were due November 18, 2020.

14. Florida Housing received ninety (90) applications in response to the RFA.

15. MHP is a responsible applicant that filed an application that was fully responsive to the material requirements of the RFA. MHP was deemed eligible for funding by Florida Housing, but was not selected for financing.

16. MHP received notice of Florida Housing’s preliminary RFA scoring and ranking through electronic posting on January 22, 2021 at 2:55 p.m. A copy of the Notice posted on Florida Housing’s website is attached as Exhibit “A”.

17. On January 27, 2021, MHP timely filed its Notice of Intent to Protest, attached as Exhibit “B”.

18. MHP’s First Protest and Petition was timely filed on February 8, 2021, pursuant to Sections 120.569, 120.57(1) and 120.57(3), Florida Statutes, and Florida Administrative Code Chapters 28-110, 67-48, and 67-60.

19. MHP now files its Amended Formal Written Protest and Petition for Formal Administrative Proceedings.

20. Pursuant to Florida Administrative Code Rule 67-60.009(5), no bond is required for this protest.

RFA 2020-205 Goals and Criteria

21. The RFA sought proposals for affordable housing that would serve Families or the Elderly. The RFA also announced certain preferences, including preferences for proposals that met the needs of Veterans and Applicants that were “Self-Sourced.”¹

22. The RFA provided the following funding goals:

- Two Elderly, New Construction Applications located in a Large County, with a preference for at least one Application that qualifies for the Veteran’s Preference.
- Three Family, New Construction Applications located in a Large County, with a preference that at least two Applications are from Self-Sourced Applicants.
- One Elderly, New Construction Application located in a Medium County, with a preference for Applications that qualify for the Veteran’s Preference.
- Two Family, New Construction Applications located in a Medium County, with a preference that at least one Application is from a Self-Sourced Applicant.

See RFA § 5, B.3.

Requirement to Submit Responsive Applications

23. The RFA contained instructions regarding what must be provided in each responsive application. In order to be selected for funding, Applications were required to meet Eligibility Requirements. *See* § 5, A.1.

24. Eligibility items included the selection of a demographic category (Family or Elderly).

¹ “Self-Sourced” meant the Applicant would be funded by self-sourced permanent financing in the amount that at least half of the Applicant’s request for SAIL funding, or \$1 million, whichever is greater. *See* RFA, § 4, A.3.a.(1)(b).

25. Each applicant was also required to identify the location of its proposed development, and identify whether the location was in a small, a medium, or a large county, and evidence of site control, meaning a demonstration that the applicant controlled the land on which it proposed to construct affordable housing.

26. Each type of application had certain portions eligible for scoring and portions eligible for funding preferences. For example, an application was eligible to earn “proximity points” based on the distance between the development and points of interest to consumers, including community services such as medical facilities and pharmacies.

27. Once deemed eligible, Applications were then scored by a committee of Florida Housing, using scoring guidelines contained within the RFA.

Application Sorting Order

28. The RFA then provided a sorting order in order to select applicants for funding. The RFA provided that the highest scoring Applications would be determined by first sorting all eligible Applications from highest score to lowest score, with any scores that are tied separated in the following order:

- a. By the Application’s eligibility for the Per Unit Construction Funding Preference (which is outlined in Section Four A.11.d. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
- b. Next, by the Application’s Leveraging Level number (which is outlined in Item 3. of Exhibit C) with Applications that have a lower Leveraging Level number listed above Applications that have a higher Leveraging Level number; Complete RFA reflecting 11-3-20 and 11-9-20 modifications;
- c. By the Application’s eligibility for the Proximity Funding Preference (which is outlined in Section Four A.5.e. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
- d. By the Application’s eligibility for the Grocery Store Funding Preference (which is outlined in Section Four A.5.e. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the

preference;

- e. Next, by the Application's eligibility for the Community Service Preference which is outlined in Section Four A.5.e. of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- f. By the Application's eligibility for the Florida Job Creation Funding Preference which is outlined in Item 4 of Exhibit C of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference); and
- g. By lottery number, resulting in the lowest lottery number receiving preference.

See RFA § 5, B.4.a.-g.

Funding Selection Process

29. The RFA mandated a Funding Selection process for the selection of seven Medium and Large County, New Construction Applications. *See RFA, § 5, B.5.*

30. The first application was to be awarded to the highest ranking Application located in Miami-Dade or Broward County, regardless of whether the Application would serve the Family or Elderly demographic or other preferences.

31. The second Application was dependent on the first award. If the first award was for Miami-Dade Elderly, then the second award would go to a Broward Application for Family housing, with a preference awarded to a Self-Sourced Application. If the first award went to an Elderly Application in Broward, then the second award would go to a Family Application in Miami-Dade, again with a preference for Self-Sourced Applications. The RFA's Funding Selection Process went on to specify that if the first award was for Family demographic in Miami-Dade, then the second award would go to a Broward Application that either: (i) is for the Elderly and qualifies for a Veteran's preference; or (ii) is a Family Application with a preference for Self-Sourced Applications. Finally, if the first award went to a Family Application in Broward, then the second award would be made to a Miami-Dade Application that either: (i) is Elderly and

qualifies for the Veteran’s preference; or (ii) is a Family Application that qualifies for Self-Sourced financing.

32. The RFA’s Selection process goes on to describe which applications should be selected for funding for other goals, including two Elderly and Family Applications for new construction in large and medium counties. The complete Funding Selection Process from the RFA is set forth in Exhibit “C” to this Petition.

Review Committee Scoring and Selections

33. Appointed committee members from Florida Housing independently evaluated and scored their assigned portions of the submitted applications based on mandatory and scored items. The Selection Process was carried out by the members of the Review Committee at a public meeting held January 22, 2021.

34. The following applications were selected by the Review Committee for funding:

2021-216SN	Quiet Meadows	Palm Beach	L	E, Non- ALF
2021-252SN	Fulham Terrace	Hillsborough	L	E, Non- ALF

2021-221S	Cutler Manor II	Miami-Dade	L	F
2021-199BSN	University Station	Broward	L	F
2021-244BS	Princeton Crossings	Miami-Dade	L	F

2021-246BS	Cadenza at Hacienda Lakes	Collier	M	E, Non- ALF
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2021-258S	Nathan Ridge	Clay	M	F
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2021-222BS	St. Peter Claver Place Phase I	Lee	M	F
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Small County Application(s)

2021-209BS*	Sweetwater Apartments Phase II	Columbia	S	F
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Medium County Application(s)

2021-251BS	The Willows	Saint Lucie	M	E, Non-ALF
2021-206BS	Rosewood Pointe	Osceola	M	F
2021-255SN	Somerset Landings	Seminole	M	F

Large County Application(s)

2021-245BS	Stadium Towers	Miami-Dade	L	F
2021-203BSN	Fern Grove Apartments	Orange	L	E, Non-ALF
2021-212BSN	Tallman Pines - Phase I	Broward	L	F
2021-269SN	Southwick Commons	Orange	L	F
2021-225S	Island Cove Apartments	Palm Beach	L	F

35. However, two of the Applications selected for funding did not meet the eligibility requirements of the RFA or failed to qualify for preferences they were awarded. The Applications of Quiet Meadows, LTD. and Fulham Terrace, Ltd. should not have been selected for funding.

Quiet Meadows Failed to Demonstrate Site Control

36. Quiet Meadows also submitted an Application in response to the RFA. Quiet Meadows proposed construction of 132 apartments for the Elderly in Palm Beach County.

37. Like all applicants, Quiet Meadows was required to demonstrate site control as a mandatory requirement of the RFA. *See* RFA § 4.A.7, and § 5.A.1. The failure to demonstrate site control would render Quiet Meadows' Application ineligible for selection and funding.

38. Quiet Meadows Application failed to demonstrate site control in the manner required by the RFA.

39. At Attachment 8 of its Application (attached as Exhibit "D" to this Petition), Quiet Meadows identifies a contract between McCurdy Senior Housing Corporation ("McCurdy") and the City of Belle Glade to sell property (located at 350 S.W. 10th Street in Belle Glade) to McCurdy, dated February 11, 2019. Quiet Meadows' Application also includes another Agreement between McCurdy and McCurdy Center, Ltd. ("McCurdy Center") to sell tracts of land identified as Tracts C, D, and F of the Plat of BELLE GLADE ALF to McCurdy. Quiet Meadows' documentation of site control also includes an Assignment of those Purchase Contracts from McCurdy to the Applicant, Quiet Meadows, Ltd., dated December 1, 2019.

40. Thus, Quiet Meadows provided 3 site control documents in Attachment 8 to its Application: (1) Assignment of Purchase Contracts; (2) Contract for Sale & Purchase of a property described as "Property Control No. 04-37-43-31-01-028-0020" ; and (3) Contract for Sale & Purchase of properties described as Tracts C, D, and F of the attached plat.


41. Section 3.a. of the Contract for the property described as Property Control No. 04-37-43-31-01-028-0020 included the following term:

3. **CLOSING, EXPENSES AND POSSESSION:** The CITY's obligation to close this sale is conditioned upon approval by the City Commission. The CITY will deliver possession of the Property to the BUYER at Closing, at which time the BUYER shall pay the balance of the purchase price. The following are additional details of the Closing:


a. **Time and Place:** The Closing shall take place either (1) within two (2) years after the date this Contract is last executed, contingent upon the current tenant, the Boys and Girls Clubs of Palm Beach County, Inc. ("Tenant"), vacating the Property within those two years; or (2) within sixty (60) days of the Tenant receiving a certificate of occupancy on its new location at 1101 Dr. Martin Luther King, Jr. Blvd. W., Belle Glade (PCN: 04-37-43-31-01-028-0030) provided Tenant has vacated the Property, whichever occurs first. In either case, the Closing is also contingent upon the expiration, termination or surrender of the CITY's lease with the Tenant, dated November 12, 2002 ("Club Lease"). The Closing shall take place at a time and location of mutual agreement among the CITY and the BUYER and BUYER'S lender:

42. According to this term, this Contract has a term that expires no later than two years after the date the Contract was last executed on February 11, 2019. Thus, the Contract expires by its own terms on February 11, 2021.

43. Notably, this contract for the purchase of property described as Property Control No. 04-37-43-31-01-028-0020 was signed by the Buyer and the Seller, but the Seller neglected to provide the date of their signature. The Buyer's signature was dated February 11, 2019.

SELLER
CITY OF BELLE GLADE, a
Municipal corporation created and existing
Under the laws of the State of Florida
By: 
MAYOR STEVE B. WILSON

Date: _____, 2019

(OFFICIAL SEAL)
ATTEST: 
By: DEBRA R. BUFF, MMJ, CITY CLERK

44. Setting aside questions regarding whether the undated signature is sufficient to enforce a valid contract, it is clear that the contract expires on February 11, 2021.

45. However, the RFA requires that eligible contracts must have a term that does not expire before May 31, 2021, or contains extension options solely dependent on additional payment. See RFA § 4.A.7.a.(1)(a).

46. In order to be deemed eligible, Section 4.A.7.a.(1)(a) of the RFA requires that any contract to purchase property for development must have a term that does not expire before May 31, 2021:

- (1) An eligible contract must meet all of the following conditions:
 - (a) It must have a term that does not expire before May 31, 2021 or that contains extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than May 31, 2021.
 - (b) It must specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance;
 - (c) The Applicant must be the buyer unless there is an assignment of the eligible contract, signed by the assignor and the assignee, which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant; and
 - (d) The owner of the subject property must be the seller, or is a party to one or more intermediate contracts, agreements, assignments, options, or conveyances between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to sell the property to the seller. Any intermediate contract must meet the criteria for an eligible contract in (a) and (b) above.

See RFA, § 4.A.7.(1)(a).

47. Because the contract between McCurdy and The City of Belle Glade offered by Quiet Meadows' Application expires prior to May 31, 2021 and there is no evidence of any extensions, Quiet Meadows site control documentation fails to meet the requirements of the RFA. See RFA § 4.A.7. Without documentation of site control, Quiet Meadows is ineligible for selection or funding. See RFA § 5.a.1.

48. Additionally, Quiet Meadows failed to include an intermediate agreement for the purchase of its intended property. According to Section 3.a. of the Contract for property described as Property Control No. 04-37-43-31-01-028-0020, the Closing is “contingent upon the current tenant, the Boys and Girls Clubs of Palm Beach County, Inc. (“Tenant”) vacating the Property.”

49. Quiet Meadows’ Application did not include the City of Belle Glades’ lease with the Boys and Girls Club, dated November 12, 2002 (“Club Lease”). Without it, it is impossible to know the term of the lease and whether or not the Seller has the exclusive right to terminate the lease.

50. Finally, according to Section 14 of the same Contract, the Buyer may assign the Contract with the prior written consent of the City. The applicant did not provide any such consents within the Quiet Meadows Application. If the Seller, the City of Belle Glade, never gave written consent, the Assignment would be deemed invalid.

51. Quiet Meadows attempted to demonstrate site control through contracts for several parcels of property. However, those contracts fail to meet the mandatory requirements of the RFA. See RFA § 4.A.7.a.

52. The failure to demonstrate site control renders Quiet Meadows’ Application ineligible for selection and funding. See RFA § 5.A.1.

Quiet Meadows Failed to Achieve Minimum Transit Service Points

53. Like all applicants that were not eligible for the PHA or RD Proximity Point Boost, Quiet Meadows was required to achieve a minimum of 2 Transit Service Points to be eligible for funding. The failure to achieve a minimum of 2 Transit Service Points would render Quiet Meadows’ Application ineligible for selection and funding. See RFA § 4.A.5.e. p 25 of 181, and § 5.A.1., p 85-86 of 181.


54. Under the RFA, an applicant was entitled to six (6) Transit Service Points for three (3) Public Bus Stops located within 0.30 miles of the Development Location Point. *See* RFA Exh. C, 2.a., Transit Scoring Chart, p. 127 of 181.

55. The RFA defined what was meant by a “public bus stop”:

“Public Bus Stop” A fixed location at which passengers may access one or two routes of public transportation via buses. The Public Bus Stop must must service at least one bus route that either (i) has scheduled stops at least hourly during the times of 7am to 9am and also *during the times of 4pm to 6pm* Monday through Friday, excluding holidays, on a year-round basis; or (ii) has the *following number of scheduled stops within a 24 hour period*, Monday through Friday, excluding holidays, on a year-round basis, for the applicable county size;

...
Large Counties: *18 scheduled stops*”.

See RFA, Ex. B, Definition, p. 117 of 181 (emphasis added).

56. Quiet Meadows identified three (3) Public Bus Stops in the Transit Service table in Exhibit A of its application (attached as Exhibit “E” to this Petition), all of which were located within 0.3 miles of its Development Location Point. The coordinates for Public Bus Stop 2 located at 26.682336 and -80.677780 correspond with a bus stop near the northeast corner of Southwest Martin Luther King Boulevard and Southwest 10th Street, PalmTran Bus Stop ID 5041. However, contrary to the RFA, this bus stop does not qualify as a Public Bus Stop as defined in the RFA because (i) it only serves one bus route, Route 47 Northbound, that does not stop hourly during the times of 4pm to 6pm Monday through Friday and (ii) does not have at least 18 scheduled stops within a 24 hour period, Monday through Friday. A copy of the bus route schedule for Route 47 Northbound at Bus Stop 5041 is attached as Exhibit “F”. 

57. The coordinates for Public Bus Stop 3 located at 26.682176 and -80.678247 correspond with a bus stop near the southwest corner of Southwest Martin Luther King Boulevard and Southwest 10th Street, PalmTran Bus Stop ID 5068. However, contrary to the RFA, this bus

stop does not qualify as a Public Bus Stop as defined in the RFA because (i) it only serves one bus route, Route 47 Southbound, that does not stop hourly during the times of 4pm to 6pm Monday through Friday and (ii) does not have at least 18 scheduled stops within a 24 hour period, Monday through Friday. A copy of the bus route schedule for Route 47 Southbound at Bus Stop 5068 is attached as Exhibit “G.”

58. The coordinates for Public Bus Stop 1 located at 26.683591 and -80.679125 do not correspond with any bus stop established or approved by a Local Government department that manages public transportation. A copy of the PalmTran bus stop map reflecting all of its bus stops within the surrounding areas of Quiet Meadows’ Development Location Point is attached as Exhibit “H”.

59. Thus, Quiet Meadows was not entitled to any Transit Service Points for the identified bus stops because Public Bus Stop 2 and Public Bus Stop 3 do not meet the definition of Public Bus Stop as stated in Exhibit B of the RFA and there is no bus stop at the location identified as Public Bus Stop 1.

60. Quiet Meadows should have been deemed ineligible for its failure to achieve a minimum of 2 Transit Service Points.

The Grocery Store Identified by Quiet Meadows Did Not Qualify for Proximity Points


61. As part of its application, Quiet Meadows identified Alabama Georgia Grocery located at 748 Dr. M.L.K. Jr Blvd W, Belle Glade, FL 33430, as a nearby Grocery Store. If the Grocery Store qualified as one within the meaning of the RFA, it would entitle Quiet Meadows to four (4) proximity points. See RFA Exh. C, 2.b., Transit Scoring Chart, p. 128 of 181.

62. Per the RFA, a Grocery Store is defined, in relevant part, as “[a] *retail food store consisting of 4,500 square feet or more of contiguous air-conditioned space available to the*

public, that has been issued a *food permit, current and in force* as of the dates outlined below, issued by Florida Department of Agriculture and Consumer Service (FDACS) *which designates the store as a Grocery Store or Supermarket* within the meaning of those terms for purposes of FDACS-issued food permits.” See RFA, Ex. B, Definitions, p. 116 of 181.

63. Alabama Georgia Grocery does not satisfy this definition because (i) the grocery store did not have a current and in force food permit issued by FDACS as of the date that is 6 months prior to the Application Deadline and (ii) the grocery store is not designated as a Grocery Store or Supermarket within the meaning of those terms for purposes of FDACS-issued food permits. Rather, Alabama Georgia Grocery is designated as “Convenience Store Significant FS AND/OR Packaged Ice” according to FDACS. A copy of the relevant FDACS Food Safety Inspection Report dated December 28, 2020 is attached as Exhibit “I”.

64. Further, Alabama Georgia Grocery does not satisfy this definition as the grocery store does not occupy “4,500 square feet or more of contiguous air-conditioned space available to the public.” The building only contains, at most, 2,400 square feet of contiguous air-conditioned space available to the public, which is classified as “Convenience Store” according to the Palm Beach County Property Appraiser.

65. Consequently, Quiet Meadows should not have received any proximity points for its purported Grocery Store. 

Quiet Meadows Failed to Achieve Minimum Total Proximity Points

66. All applicants under the RFA are required to achieve a minimum of 10.5 total proximity points to be eligible for funding. See RFA § 4.A.5.e. p 25 of 181, and § 5.A.1., p 85-86 of 181.

67. In light of the previous statements regarding Quiet Meadows Transit Service and Grocery Store deficiencies, Quiet Meadows should have only been awarded 10 proximity points. Thus, Quiet Meadows should have been deemed ineligible for funding.

Quiet Meadows Failed to Meet Eligibility Requirements – Bond Request

68. The RFA requires that if Applicants are using County HFA-issued Tax-Exempt Bonds as a source of funding that they must, provide a letter from the entity issuing the Tax-Exempt Bonds that, among other things, “confirms that the Applicant has submitted an application for Tax-Exempt Bonds for the Development proposed in this RFA.” RFA at pp. 68-69.

69. The letter submitted from Executive Director of the Housing Finance Authority of Palm Beach County confirms that Quiet Meadows, LLC has applied for Tax Exempt Bonds. Quiet Meadows, LLC, however, is not the Applicant but rather the general partner of the Applicant, Quiet Meadows, Ltd. A true and correct copy of the letter from the Housing Financing Authority of Palm Beach County is attached hereto as Exhibit “J.”

70. The issuance and use of tax-exempt bonds is fundamental and critical to the award of 4% housing credits and competitive SAIL funding awarded under the RFA. To qualify for 4% housing credits under Section 42 of the Internal Revenue Code, the Applicant entity must be the recipient/borrower of the tax-exempt bonds. If the general partner is the borrower of the tax-exempt bonds the development will not qualify for housing credits. The distinction is material and cannot be considered a minor irregularity.

71. Quiet Meadows should be deemed ineligible for failing to satisfy an Eligibility Item which requires applicants to provide Applicant’s MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds). RFA at p. 87.

72. Additionally, since the letter failed to meet the requirements of the RFA, the tax-exempt bonds described within the letter should not be counted or included as source on the Development Cost Pro Forma leaving a construction funding shortfall. This error is not a minor irregularity that can be waived.

Quiet Meadows' Invalid Financing Proposal

73. The RFA requires that applicants provide documentation of all Non-Corporation Funding Proposals to be counted as a source on the Development Cost Pro Forma. RFA at p. 71. "Financing proposal documentation, regardless of whether the documentation is in the form of a commitment, proposal, term sheet, or letter of intent, **must** meet the following criteria.

74. Each financing proposal shall contain:

- Amount of the construction loan, if applicable;
- Amount of the permanent loan, if applicable;
- Specific reference to the Applicant as the borrower or direct recipient; and
- Signature of lender.

RFA at p. 72.

75. The Applicant included a letter from R4 Capital Funding which was addressed to Joseph Glucksman, McCurdy Senior Housing Corporation (the "R4 Capital letter"). The R4 Capital letter fails to mention the Applicant, Quiet Meadows, Ltd., or make any specific reference to the Applicant as the borrower or direct recipient. A true and correct copy of the R4 Capital Letter is attached hereto as Exhibit "K".

76. All Applicants must complete the Development Cost Pro Forma listing the anticipated expenses or uses, the Detail/Explanation Sheet, if applicable, and the Construction or Rehab Analysis and Permanent Analysis listing the anticipated sources(both Corporation and non-

Corporation funding). The sources must equal or exceed the uses. During the scoring process, if a funding source is not considered and/or if the Applicant's funding Request Amount is adjusted, this may result in a funding shortfall. If the Applicant has a funding shortfall, it **will be ineligible for funding.**

77. The R4 Capital letter does not meet the mandatory requirements of the RFA. Thus, the bonds described within the letter should not be counted or included as a source on the Development Cost Pro Forma resulting in both a construction funding shortfall and permanent funding shortfall. This error is not a minor irregularity that can be waived.

78. Exclusive of the lack of any reference to the Applicant, there is no way to demonstrate that the R4 Capital Letter pertains to the Quiet Meadows Development Site. The only references to specific locations in the R4 Capital Letter are (i) "Quiet Meadows, Belle Glade, FL" and (ii) "306 SW 10th Street, Belle Glade, FL 33430". Reference (i) includes no specific address and thus, cannot be relied upon to determine the location of the Development Site with any specificity. Reference (ii) provides an address which is inconsistent with Quiet Meadows' (a) address of Development Site in Exhibit A of its application, (b) Development Location Point, (c) contracts for purchase and sale of property in Attachment 8, (d) zoning verification form in Attachment 9, (e) verification of water availability in Attachment 10, and (f) verification of sewer availability in Attachment 11. Thus, it cannot be demonstrated that the R4 Capital Letter pertains to the Applicant or Development Site.

Quiet Meadows' Invalid Equity Proposal

79. The RFA requires applicants to include a copy of the Housing Credit equity proposal within their application. The RFA provides in pertinent part:

For purposes of this RFA, to be counted as a source, an equity proposal . . . **must** meet the requirements set out below:

(ii) If syndicating/selling the Housing Credits, the **Housing Credit equity proposal must** meet the following criteria:

- Be executed by the equity provider;
- Include specific reference to the Applicant as the beneficiary of the equity proceeds;
- State the proposed amount of equity to be paid prior to construction completion;
- State the anticipated Housing Credit Request Amount;
- State the anticipated dollar amount of Housing Credit allocation to be purchased; and
- State the anticipated total amount of equity to be provided.

RFA at p. 67 (emphasis added).

80. The Applicant submitted an equity letter from CREA (the “CREA Letter”) addressed to Joseph Glucksman, McCurdy Senior Housing Corporation. The letter fails to include a specific reference to the Applicant as the beneficiary of the equity proceeds.² A true and accurate copy of the correspondence is attached hereto as Exhibit “L”. This error is not a minor irregularity that can be waived.

81. Exclusive of the lack of any reference to the Applicant, there is no way to demonstrate that the CREA Letter pertains to the Quiet Meadows Development Site. The only references to specific locations in the CREA Letter is “306 SW 10th Street, Belle Glade, FL 33430”. This address is inconsistent with Quiet Meadows’ (a) address of Development Site in Exhibit A of its application, (b) Development Location Point, (c) contracts for purchase and sale of property in Attachment 8, (d) zoning verification form in Attachment 9, (e) verification of water availability

² There is a reference to “Quiet Meadows Limited Partnership,” however, there is no mention of the Applicant Quiet Meadows, Ltd., as the beneficiary of the equity proceeds.

in Attachment 10, and (f) verification of sewer availability in Attachment 11. Thus, it cannot be demonstrated that the CREA Letter pertains to the Applicant or Development Site.

82. All Applicants must complete the Development Cost Pro Forma listing the anticipated expenses or uses, the Detail/Explanation Sheet, if applicable, and the Construction or Rehab Analysis and Permanent Analysis listing the anticipated sources(both Corporation and non-Corporation funding).The sources must equal or exceed the uses. During the scoring process, if a funding source is not considered and/or if the Applicant’s funding Request Amount is adjusted, this may result in a funding shortfall. If the Applicant has a funding shortfall, it **will be ineligible for funding.** RFA at pp. 75-76.

Quiet Meadows Principals Disclosure Deficiencies

83. Quiet Meadows also failed to properly disclose certain officers and directors of the Palm Beach County Housing Authority (“PBCHA”) as of the application deadline.

84. As it relates to principals disclosure, the RFA provides in pertinent part:

c. Principals Disclosure for the Applicant and for each Developer (**5 points**)

(1) Eligibility Requirements

To meet the submission requirements, upload the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) (“Principals Disclosure Form”) as outlined in Section Three above. Prior versions of the Principal Disclosure Form will not be accepted.

To meet eligibility requirements, the Principals Disclosure Form must identify, pursuant to subsections 67-48.002(94), 67-48.0075(8) and 67-48.0075(9), F.A.C., the Principals of the Applicant and Developer(s) as of the Application Deadline. A Principals Disclosure Form should not include, for any organizational structure, any type of entity that is not specifically included in the Rule definition of Principals.

The investor limited partner of an Applicant limited partnership or the investor member of an Applicant limited liability company must be identified on the Principal Disclosure Form.

RFA at p. 15.

85. Florida Administrative Code Rule 67-48.002(94) defines “Principal” as follows:

(94) “Principal” means:

(a) For a corporation, each officer, director, executive director, and shareholder of the corporation.

(b) For a limited partnership, each general partner and each limited partner of the limited partnership.

(c) For a limited liability company, each manager and each member of the limited liability company.

(d) For a trust, each trustee of the trust and all beneficiaries of majority age (i.e.; 18 years of age) as of Application deadline.

(e) For a Public Housing Authority, each officer, director, commissioner, and executive director of the Authority.

86. In the third principal disclosure level, Quiet Meadows failed to list the following officers and directors of the PBCHA: (1) Kerry James, Chief Administrative Officer, PBCHA; (2) Tammy McDonald, Chief Development Officer, PBCHA; and (3) Gloria Bowens, Housing Choice Director, PBCHA. The failure to disclose these officers and directors is a material deviation from the requirements of the RFA. This error is not a minor irregularity that can be waived.

Fulham Terrace Failed to Earn Community Service Points

87. Fulham Terrace also submitted an Application in response to the RFA, Application No. 2021-252SN.

88. The location of each Application’s proposed development was reviewed and scored pursuant to the requirements of the RFA. *See* RFA § 4.A.5.

89. Additionally, the RFA offered Applicants the opportunity to earn proximity points that might be used to achieve a “Proximity Funding Preference.” *See* RFA § 4.A.5.e. Proximity points were made available to Applications which demonstrated that the development location point was in close proximity to transit and community services, such as medical facilities. *Id.*

90. The RFA defined what was meant by a “medical facility” that might qualify for proximity points:

“Medical Facility”

A medically licensed facility that employs or has under contractual obligation at least one physician licensed under Chapter 458 or 459, F.S. available to provide general medical treatment to patients by walk-in or by appointment. Facilities that only treat specific classes of medical conditions, including, but not limited to clinics/emergency rooms affiliated with specialty or Class II hospitals, or **facilities that only treat specific classes of patients (e.g., age, gender) will not be accepted.**

Additionally, it must have either (i) been in existence and available for use by the general public as of the Application Deadline; or (ii) been in existence and available for use by the general public as of March 1, 2020 but is not available as of the Application Deadline because of temporary closures or service suspensions due to COVID-19 or other emergency suspension based on an official emergency declaration.

RFA, Exh. B, Definitions (emphasis added).

91. In an effort to earn proximity points, Fulham Terrace identified a medical facility named “Cano Health Riverview” as proximate to the development. However, Cano Health Riverview only makes itself available to a specific class of patients, adults 18 years of age and older. Cano Health Riverview is not available to provide medical care to persons under the age of 18 whether by walk-in or by appointment.

92. According to Cano Health Riverview’s website, that location is a medical provider that specializes in senior care.

93. Fulham Terrace’s Application was awarded 4 proximity points for its claim that Cano Health Riverview met the definition of a “Medical Facility” for which such points were available.

94. When combined with other community service and transit service proximity points, Fulham Terrace was awarded 15.5 proximity points.

(3) Community Services

Private Transportation - 2 pts

Service	Service Name	Service Address	Distance (rounded up to the nearest hundredth of a mile):*	
Grocery Store	Save A Lot	9624-A US-301, Riverview, FL 33578	.48	3.5 pts
Medical Facility	Cano Health Riverview	10508 Gibsonton Dr, Riverview, FL 33578	.18	4 pts
Pharmacy	CVS	10623 Gibsonton Dr, Riverview, FL 33569	.31	3.5 pts
Public School	Riverview High School	11311 Boyette Rd, Riverview, FL 33569	1.25	2.5 pts

*Distance between the coordinates of the Development Location Point and the coordinates of the service. The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, Total - 15.5 pts

95. However, the applicant should have been awarded 0 points for its proposed Medical Facility because Cano Health Riverview is restricted to treating adults, especially the elderly, and is not available to provide general medical treatment to patients under the age of 18 by walk-in or by appointment.

96. If the applicant receives 0 points for Medical Facility, the applicant will have a total of 11.5 proximity points.

97. According to the RFA, the applicant must achieve 12.5 or more points to achieve the Proximity Funding Preference. See RFA § 4.A.5.e. Because Fulham Terrace will not achieve the Proximity Funding Preference, MHP will be ranked higher than Fulham Terrace and will be selected for funding under the Two Elderly, Large County, New Construction Applications Goal.

Recalibration and Substantial Effect

98. Once ineligible applications are removed, the Funding Selection Process must be recalibrated. Pursuant to the RFA's sorting order and funding selection process, if Quiet Meadows is ineligible because it failed to demonstrate site control or because it failed to achieve a minimum

of 10.5 total proximity points, and Fulham Terrace is not awarded the Proximity Funding Preference, then MHP would be awarded funding.

99. Thus, MHP's substantial interests are substantially affected by the evaluation and scoring of the responses to the RFA. The results of the scoring have affected MHP's ability to obtain funding through the RFA. Consequently, MHP has standing to participate in this proceeding.

Disputed Issues of Material Fact and Law

100. Disputed issues of material fact and law entitle MHP to formal administrative proceedings pursuant to section 120.57(1), Florida Statutes. Disputed facts include, but are not limited to:

- a. Whether Florida Housing's actions in determining that Quiet Meadows was eligible was arbitrary and capricious;
- b. Whether Florida Housing's actions in determining that Quiet Meadows was eligible was contrary to competition;
- c. Whether Florida Housing's actions in determining that Quiet Meadows was eligible was clearly erroneous
- d. Whether Florida Housing's decision to award proximity points to Quiet Meadows was arbitrary and capricious;
- e. Whether Florida Housing's decision to award proximity points to Quiet Meadows was contrary to competition;
- f. Whether Florida Housing's decision to award proximity points to Quiet Meadows was clearly erroneous;

- g. Whether Cano Health Riverview is restricted to serving a class of patients, those over 18 years of age;
- h. Whether Florida Housing's decision to award proximity points to Fulham Terrace was arbitrary and capricious;
- i. Whether Florida Housing's decision to award proximity points to Fulham Terrace was contrary to competition;
- j. Whether Florida Housing's decision to award proximity points to Fulham Terrace was clearly erroneous; and
- k. Such other disputed issues as are raised in this proceeding or identified during discovery.

Statutes and Rules Entitling Relief

101. MHP is entitled to relief pursuant to sections 120.569, 120.57(1), and 120.57(3), Florida Statutes, and Florida Administrative Code Chapters 28-106, 28-110 and 67-60.

Ultimate Statement of Facts and Law

102. Quiet Meadows' Application was ineligible for funding because it failed to demonstrate site control or failed to achieve a minimum of 10.5 total proximity points.

103. Fulham Terrace's Application did qualify for certain proximity points.

104. A correct application of the RFA's specifications would have resulted in funding of MHP's Application.

105. MHP reserves the right to amend this Petition if additional disputed issues of material fact arise during discovery.

Request for Relief

106. MHP requests the following relief:

- a. That Application funding process be halted until this protest is resolved by final agency action;
- b. That Florida Housing provide an opportunity to resolve this Protest by mutual agreement within seven days of the filing of this Petition, as provided in section 120.57(3)(d)1., Florida Statutes;
- c. If this protest cannot be resolved by agreement, that the matter be referred to the Division of Administrative Hearings for formal administrative proceedings involving disputed issues of material fact pursuant to section 120.57(1) and (3), Florida Statutes;
- d. That the assigned administrative law judge determine, as a matter of fact and law, that the Application of Quiet Meadows is ineligible for funding and that Fulham Terrace's Application did not merit certain proximity points, and that MHP's Application should be funded;
- e. That Florida Housing adopt the administrative law judge's recommendation to fund MHP's Application by final order; and
- f. Such other relief as is just and equitable.

Dated on this 23rd day of March, 2021.

PARKER, HUDSON, RAINER & DOBBS, LLP

/s Seann M. Frazier

Seann M. Frazier

Florida Bar No. 971200

Marc Ito

Florida Bar No. 61463

215 South Monroe Street, Suite 750

Tallahassee Florida 32301

Telephone: (850) 681-0191

sfrazier@phrd.com; mito@phrd.com

