

BEFORE THE FLORIDA HOUSING FINANCE CORPORATION

NORTHSIDE PROPERTY III, LTD.,

Petitioner,

FHFC Case No.: 2019-106BP

vs.

RFA 2019-102

FLORIDA HOUSING FINANCE CORPORATION,

Respondent.

FORMAL WRITTEN PROTEST
AND PETITION FOR ADMINISTRATIVE HEARING

Petitioner Northside Property III, Ltd. ("Petitioner" or "Northside III") files this Formal Written Protest and Petition for Administrative Hearing ("Petition") pursuant to section 120.57(3), Florida Statutes, and rules 67-60.009 and 28-110.004, Florida Administrative Code. This Petition challenges the intended decision of Respondent Florida Housing Finance Corporation ("Florida Housing") to award funding to Sierra Bay Partners, Ltd. (Application No. 2020-040DB) ("Sierra Bay") in connection with Request for Applications ("RFA") 2019-102, Community Development Block Grant-Disaster Recovery (CDBG-DR) to be used in Conjunction with Tax-Exempt MMRB and Non-Competitive Housing Credits in Counties Deemed Hurricane Recovery Priorities. This petition also challenges the preliminary determinations by Florida Housing, in connection with the same RFA, that Brisas del Este Apartments, LLC (Application No. 2020-056D) ("Brisas") and Homestead 26115, LLC (Application No. 2020-045DB) ("Beacon Place") submitted Applications that were eligible for funding.

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I. Parties

1. Petitioner is a legally formed entity qualified to do business in Florida that applied for funding pursuant to the RFA. Petitioner sought funding in connection with the proposed new construction of a 200-unit, high-rise apartment complex called Northside Transit Village III in Miami-Dade County, Florida. For purposes of this proceeding, Petitioner's address, telephone number, and email address are those of its undersigned counsel. Petitioner is represented by Donna E. Blanton of the Radey Law Firm, 301 S. Bronough Street, Suite 200, Tallahassee, Fla. 32301; 850-425-6654 (phone); 850-425-6694 (fax); dblanton@radeylaw.com.

2. Florida Housing is the agency affected by this Petition. Florida Housing's address is 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301. Florida Housing's file number for Petitioner's application is 2020-024D.

II. Notice

3. Petitioner received notice of Florida Housing's intended decision to award funding pursuant to the RFA on December 13, 2019, when Florida Housing's Board of Directors approved the recommendation of its Review Committee, which previously had recommended certain applicants for funding. A copy of the notice posted on the Florida Housing website concerning the Board action is attached as **Exhibit A (RFA 2019-102 Board Approved Preliminary Awards)**. Petitioner was determined to be eligible for funding, but was not among those recommended for funding.

4. Petitioner timely filed a notice of intent to protest on December 18, 2019. A copy of that notice is attached as **Exhibit B**.

III. Background

5. Florida Housing is a public corporation created by section 420.504, Florida Statutes, to administer the governmental function of awarding various types of funding for affordable housing in Florida. RFA 2019-102 proposes to award an estimated \$76 million in Community Development Block Grant – Disaster Recovery (CDBG-DR) Program funding in areas impacted by Hurricane Irma and in areas that experienced a population influx because of migration from Puerto Rico and the U.S. Virgin Islands as a result of Hurricane Irma; an estimated \$66 million for construction of new affordable rental housing (Development Funding); plus an additional \$10 million for acquiring land that will be held in perpetuity (Land Acquisition Program Funding). All proposed Developments are required to help address the unmet Workforce Housing need in specified areas impacted by the storm.

6. Florida Housing has the responsibility and authority to establish procedures for allocating and distributing various types of funding for affordable housing. In accordance with that authority, Florida Housing has adopted chapter 67-60, Florida Administrative Code, which governs the competitive solicitation process for several programs. Applicants for funding pursuant to RFA 2019-102 are required to comply with provisions of the RFA.

7. The RFA was issued on July 30, 2019. It establishes a series of mandatory eligibility requirements, as well as a detailed process of selecting Applicants for funding. *See* RFA, pp. 57-63 (§ Five A. and B.). Applicants that do not meet the identified “Eligibility Items” on pages 57-58 of the RFA cannot be selected for funding.

8. The RFA also awarded five points to each Applicant that submitted a Pre-Approved Principal Disclosure Form to Florida Housing. Because many Applicants often achieve the

maximum number of points and meet the mandatory eligibility requirements, the RFA sets forth a series of tie-breakers to determine which Applications will be awarded funding. These are:

1. Application Sorting Order

All eligible Priority I Applications will be ranked by sorting the Applications as follows, followed by Priority II Applications, then by Priority III Applications:

- a. First, by the points achieved;
- b. Next, by the Resiliency Preference outlined in Section Four, A.4.d, with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
- c. Next, by the Federal Funding Experience Preference outlined in Section Four, A.3.b.(4), with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
- d. Next, by the Proximity Funding Preference outlined in Section Four, A.5.d., with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
- e. Next, by the Application's Leveraging Level which is outlined in Item 3 of Exhibit C of the RFA (with Applications that have a lower Leveraging Level listed above Applications with a higher Leveraging Level);
- 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);
- g. Finally, by lottery number, with Applications that have a lower lottery number listed above Applications with a higher lottery number.

RFA, pp. 60-61 (§ Five B.1.).

9. The RFA also established a goal to fund two Priority I Applications that requested and are eligible for Land Acquisition Program Funding. RFA, p. 61 (§ Five B.2.). Additionally, the RFA creates a "funding test," which provides:

Priority I Applications that requested Development Funding and Land Acquisition

Funding will meet the Funding Test by meeting either of the following conditions:

- There is enough Development Funding available to fully fund the Eligible Development Funding Request Amount and there is enough Land Acquisition Program Funding available to fully fund the Eligible Land Acquisition Program Funding Request Amount. The Development Funding request amount will be deducted from the total amount of Development Funding available in this RFA and the Land Acquisition Program Funding will be deducted from the total amount of Land Acquisition Program Funding available in this RFA; or
- There is not enough Land Acquisition Program Funding to fully fund an eligible unfunded Priority I Application's Land Acquisition Program Funding request amount, but the total request in funding is \$8 million or less, and either there is enough funding in the Development Program Funding, or there is enough funding in a combination of the remaining Land Acquisition Program Funding and the Development Program Funding to fully fund the Application. The remaining balance of Land Acquisition Program Funding, if any, will be awarded and the remaining balance of the request amount will be deducted from the total amount of Development Funding available in this RFA.

All other Applications that only requested Development Funding will meet the Funding Test only if there is enough Development Funding available to fully fund the Eligible Development Funding Request Amount; however, no more than 20 percent of the Development Funding will be awarded to Priority III Applications.

RFA, pp. 61-62 (§ Five B.3.). The RFA also imposes a County Award Tally, which establishes a procedure to ensure that funding is not concentrated in any one county. RFA, p. 62 (§ Five B.4.).

10. Florida Housing received 44 applications in response to the RFA, of which 34 were found to be eligible for funding. *See Exhibit C, RFA 2019-102 – Board Approved Scoring Results.*

11. Florida Housing's Review Committee for the RFA met on November 13, 2019. Its recommendations were approved by the Florida Housing Board of Directors on December 13, 2019. *See Exhibit A.*

IV. Substantial Interests Affected

12. Petitioner's substantial interests are affected because Sierra Bay was improperly recommended for funding, and Brisas and Beacon Place should have been found ineligible for funding. If Florida Housing had properly determined that these three Applications were ineligible, Northside III would have been eligible for funding based on the Selection Process outlined above.

Sierra Bay

13. The RFA provides that the land for all proposed Priority I Applications must be owned by a Local Government, Public Housing Authority, Land Authority, or Community Land Trust. *See* RFA, p. 9 (§ Four A.3.a.(iii)). If a Community Land Trust is the land owner, the Community Land Trust must demonstrate that it qualifies as a Community Land Trust by providing the following in Attachment 2 to the Application:

- The Community Land Trust must provide its Articles of Incorporation or Bylaws demonstrating it has existed since June 28, 2018 or earlier and that a purpose of the Community Land Trust is to provide or preserve affordable housing; and
- The Community Land Trust must provide a list that meets one of the following criteria to demonstrate experience of the Community Land Trust with owning property: (i) at least two parcels of land that the Community Land Trust currently owns; or (ii) one parcel of land that the Community Land Trust owns, consisting of a number of units that equals or exceeds at least 25 percent of the units in the proposed Development.

RFA, p. 9 (§ Four A.3.a.(1)(a)(iii)).

14. Sierra Bay identified Residential Options of Florida, Inc. ("ROF"), as the Community Land Trust that owns the land. Sierra Bay provided material in Attachment 2 to its Application that purportedly demonstrates that the Community Land Trust satisfies the necessary requirements. *See Exhibit D* (Sierra Bay's Attachment 2). However, the documentation does not satisfy the RFA's requirements.

15. Although ROF was formed before June 28, 2018 (in 2014), its Articles of Incorporation do not state that the purpose of the entity is to provide or preserve affordable housing. See **Exhibit D** (pp. 19-20) (exhibit pages numbered by the undersigned for convenient reference). On September 3, 2019, ROF merged with Roof Housing Trust, Inc. (RHT), a non-profit entity that was formed on July 17, 2017. RHT’s Articles of Incorporation state that its purpose is to acquire land “*for the primary purpose of providing affordable housing for people with developmental disabilities*” (Emphasis supplied). See **Exhibit D** (p. 21). On September 20, 2019, ROF amended and restated its Articles of Incorporation to include that a purpose of the Community Land Trust is to provide affordable housing and preserve the affordability of housing for low-income or moderate-income people, including people with disabilities, in perpetuity. See **Exhibit D** (p. 17). However, this amendment was beyond the deadline of June 28, 2018, established in the RFA. Neither ROF nor RHT were valid Community Land Trusts before June 28, 2018, nor did either of their Articles of Incorporation state that their purpose was to provide or preserve affordable housing. Consequently, Sierra Bay’s Application does not meet the RFA requirement that “[t]he Community Land Trust must provide its Articles of Incorporation or Bylaws demonstrating it has existed since June 28, 2018 or earlier and that the purpose of the Community Land Trust is to provide or preserve affordable housing” (Emphasis supplied).

16. Sierra Bay’s Community Land Trust also fails to meet the experience requirement in the RFA. Sierra Bay lists two developments on its Experience Chart, Independence Place and Liberty Place, both purportedly located in Immokalee, Florida. See **Exhibit D** (p. 23). Before the merger of ROF and RHT on September 3, 2019, ROF had no relevant experience. The experience comes from RHT, which developed Independence Place: <https://immokaleebulletin.com/government/immokalee-cra-provides-funding-for-the-creation-of->

[housing-for-residents-with-disabilities/](#). The undersigned has been unable to find any information about Liberty Place. If the Community Land Trust owns just one parcel of land (Independence Place), then it must consist of a number of units that equal or exceeds at least 25 percent of the units in the proposed Development. Given that Sierra Bay proposes a 120-unit, new garden-style multi-family development in connection with the RFA, it does not appear that the Community Land Trust meets this alternate experience requirement either.

17. Because Sierra Bay's Application does not meet the Community Land Trust requirements, Sierra Bay should have been found ineligible and should not have been recommended to receive funding.

Brisas

18. As part of demonstrating site control, Applicants are required to provide documentation at Attachment 7 of their Applications, including "a lease between the Land Owner and the Applicant entity. . . . The lease must have an unexpired term of at least 50 years after the Application Deadline." (Emphasis supplied). See RFA, pp. 32-33 (§ Four A.7.a.3.). Brisas provided a ground lease at its Attachment 7 with an undated "Lease Date." See **Exhibit E**. The lease defines "Term" as "a period of time commencing with the Lease Date and continuing until the date which is seventy-five (75) calendar years thereafter." *Id.* at p. 4. Because the lease is silent as to when it commences, the ground lease does not comply with the RFA's requirements for a ground lease. Brisas submitted a Site Control Certification Form at Attachment 7 stating that it has control of the site. See **Exhibit F**. However, given the defective nature of the lease, the form was incorrectly executed, and Florida Housing should have found Brisas to be ineligible for funding.

Beacon Place

19. Applicants earn “proximity points” in their Applications based on their proximity to transit services and community services, such as a grocery store, public school, medical facility, or pharmacy. RFA, pp. 22-24 (§ Four A.5.e.). In order to be eligible for funding, all Large County Applications must achieve at least two Transit Service Points and at least 10.5 Total Proximity Points.¹ *Id.* The number of points awarded vary based on how far away the Development is from the particular service.

20. In an effort to receive six Transit Service Points (*see* RFA, p. 93 (Exhibit C) (scoring charts for Public Rail Station, Public Bus Transfer Stop, or Public Bus Rapid Transit Stop)), Beacon Place stated in its Application that it is 0.28 miles from a Public Bus Rapid Transit Stop. *See Exhibit G.*

21. A “Public Bus Rapid Transit Stop” is defined in the RFA in relevant part as “[a] fixed location at which passengers may access public transportation via bus. The Public Bus Rapid Transit Stop must service at least one bus that travels at some point during the route in either a lane or corridor that is exclusively used by buses, and the Public Bus Rapid Transit Stop must service at least one route that has scheduled stops at the Public Bus Rapid Transit Stop at least every 20 minutes during the times of 7am to 9am and also during the times of 4 pm to 6 pm Monday through Friday, excluding holidays, on a year round basis.” (Emphasis supplied). *See* RFA, pp. 80-81 (Exhibit B).

22. The latitude and longitude coordinates Beacon Place identified in the Application for its Public Bus Rapid Transit Stop correlate to the Southbound access point of the Busway and

¹ These point totals are for Applicants that do not qualify for the PHA Proximity Point Boost. Beacon Place states in its Application that it does not qualify for this point boost.

264th Street. *See Exhibit H.* However, that stop does not meet the definition of “Public Bus Rapid Transit Stop” because there is a 25-minute gap between buses within the 7 am to 9am timeframe. *See Exhibit H.* The RFA requires that a bus arrive at the selected stop at least every 20 minutes during the 7 a.m. to 9 a.m. timeframe. Thus, Beacon Place should have received zero Transit Proximity Points and is, therefore, ineligible for funding for failure to achieve the minimum number of two Transit Proximity Points.

23. Beacon Place also sought four proximity points for its proximity to a public school, identified as Miami Douglas MacArthur South Senior High School: 13990 SW 264th St, Homestead, FL 33032 (“MacArthur”). *See Exhibit I.* Beacon Place stated in its Application that the school is 0.32 miles from the proposed Development.

24. The RFA defines “Public School” in relevant part as “[a] public elementary, middle, junior and/or high school, where the principal admission criterion is the geographic proximity to the school. This may include a charter school, if the charter school is open to appropriately aged children in the radius area who apply, without additional requirements for admissions such as passing an entrance exam or audition, payment of fees or tuition, or demographic diversity considerations.” RFA, pp. 81-82 (Exhibit B) (emphasis supplied).

25. The school selected by Beacon Place does not meet the definition of Public School in the RFA. According to the school’s website, https://www.miamimacsouth.net/apps/pages/index.jsp?uREC_ID=343120&type=d, school district approval is required to attend the school. Based on the website, the school appears to primarily serve students who have been removed from their home school and assigned to MacArthur. A review of the attendance zones on the Miami-Dade County School Board’s website shows that the school selected by Beacon Place does not appear when Beacon Place’s address is

typed into the search engine, further confirming that students who live near the school may not attend absent special district approval. <http://www.dadeschools.net/guidek-12/default.asp> Because the school selected by Beacon Place does not meet the definition of Public School in the RFA, Beacon Place should have received no proximity points for a Public School.

26. Without six Transit Service Points and four proximity points for a Public School, Beacon Place fails to achieve the required minimum Total Proximity Points (10.5) that must be achieved to be eligible for funding in a Large County. Assuming the remaining community services identified by Beacon Place are valid, Beacon Place would achieve just 8 points, 2.5 points short of the required minimum. Thus, Beacon Place is ineligible for funding.

V. Disputed Issues of Material Fact and Law

27. Disputed issues of material fact and law include, but may not be limited to:
- a. Whether the Community Land Trust selected by Sierra Bay meets the RFA's requirements for a Community Land Trust because it was created before June 28, 2018;
 - b. Whether the Community Land Trust selected by Sierra Bay can demonstrate that its purpose prior to June 28, 2018, was "to provide or preserve affordable housing";
 - c. Whether the Community Land Trust selected by Sierra Bay satisfies the experience requirements in the RFA;
 - d. Whether Brisas' Site Control Certification form was properly executed;
 - e. Whether the ground lease attached to Brisas' site control attachment complies with the RFA's site control requirements for a lease;
 - f. Whether Beacon Place is entitled to 6 Transit Proximity Points;

- g. Whether Beacon Place is entitled to 4 Proximity Points for proximity to a public school;
 - h. Whether Sierra Bay's Application complied with all requirements of the RFA;
 - i. Whether Brisas' Application complied with all requirements of the RFA;
 - j. Whether Beacon Place's Application complied with all requirements of the RFA;
 - k. Whether Florida Housing's Preliminary Awards and Approved Scoring Results are contrary to the agency's governing statutes, the agency's rules or policies, or the solicitation specifications; and
- l. Whether Florida Housing's Preliminary Awards and Approved Scoring Results are clearly erroneous, contrary to competition, arbitrary, or capricious.

VI. Statement of Ultimate Facts

28. Ultimate facts alleged are that Sierra Bay, Brisas, and Beacon Place are ineligible for funding. As a result of such determinations of ineligibility, Northside III should be found to be eligible for funding.

VII. Right to Amend

29. Petitioner specifically reserves the right to amend this Petition as additional information is developed through discovery or through the review of public records.

VIII. Statutes and Rules that Entitle Petitioner to Relief

30. Statutes and rules entitling Petitioner to Relief are Part V of chapter 420, Florida Statutes; sections 120.569 and 120.57, Florida Statutes; and Chapters 67-21, 67-60, 67-53, 28-106, and 28-110, Florida Administrative Code.

IX. Demand for Relief

31. Petitioner respectfully requests that:

a. Florida Housing schedule a meeting with Petitioner to discuss resolution of this protest within seven business days, as required by section 120.57(3)(d)1., Florida Statutes;

b. Florida Housing refer this petition to the Division of Administrative Hearings for assignment of an Administrative Law Judge (“ALJ”);

c. The ALJ enter a Recommended Order determining that Florida Housing should find that Sierra Bay, Brisas, and Beacon Place are ineligible for funding; and that Northside III is eligible for funding; and

d. That Florida Housing adopt the Recommended Order of the ALJ as a Final Order.

Respectfully submitted this 30th day of December,

2019.

/s/ Donna E. Blanton
DONNA E. BLANTON
Florida Bar No. 948500
dblanton@radeylaw.com
Radey Law Firm
301 S. Bronough Street, Suite 200
Tallahassee, Florida 32301
Tel: 850-425-6654/ Fax: 850-425-6694
COUNSEL FOR NORTHSIDE PROPERTY III,
LTD.

CERTIFICATE OF SERVICE

I CERTIFY that the foregoing Formal Written Protest and Petition for Formal Administrative Hearing has been filed by email to the Florida Housing Finance Corporation Clerk at CorporationClerk@floridahousing.org, and a copy sent via email to the following this 30th day of December, 2019:

Hugh R. Brown, General Counsel
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Hugh.Brown@floridahousing.org

/s/ Donna E. Blanton

Donna E. Blanton

RFA 2019-102 Board Approved Preliminary Awards

Total Development Funding Available	55,000,000.00
Total Development Funding Allocated	53,943,806.82
Funding needed for Land Acquisition Requests	7,302,501.48
Total Development Funding Balance Remaining	752,792.00

Total Land Acquisition Program Funding Available	10,000,000.00
Total Land Acquisition Program Funding Allocated	11,304,801.18
Land Acquisition Request funded through Dev. Funding	12,804,801.18
Total Land Acquisition Program Funding Remaining	-

Total CDBG-DR Funding Available	7,000,000.00
Total CDBG-DR Funding Allocated	73,248,208.00
Total CDBG-DR Funding Remaining	731,752.00

All Applications

Applicant Number	Name of Development	County	Name of Authorized Principal, As Representing	Land Owner	Land Acquired for Program (Request Amount)	Development Funding Request Amount	Total CDBG-DR Request Amount (Land Acquisition plus Development Funding)	Funding Total (Mill)	County Award Tally	Priority Level	Total Points	Resiliency Preference	Federal Funding Preference	Priority Funding Preference	Lowering Levels	Funding Job Creation Preference	Score Number
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See to find two Priority 1 Applications that requested and are eligible for Land Acquisition Program Funding

2019-0404A	Sagecroft Crossing II	Alachua	Anne Casco	Florida Beach Housing Authority	4,449,890.00	9,100,000.00	5,449,890.00	Y	1	1	8	Y	Y	Y	1	Y	47
2020-0405B	Swan Bay	Manatee	Mark A. Niles	Residential Options of Florida, Inc.	4,500,000.00	5,800,000.00	6,950,000.00	Y	1	1	5	Y	Y	Y	2	Y	14

Remaining Priority 1 Applications

2019-0406B	Camas of Cape Coral	Lee	Michael Allen	Lee County Housing Authority	950,000.00	4,663,216.63	5,553,216.63	Y	1	1	5	Y	Y	Y	1	Y	2
2020-0407A	Bayshore Oaks Phase Two	Orange	Patricia McDonald Rhodes	Bright Community Trust, Inc.	154,611.16	5,543,085.41	5,730,000.00	Y	1	1	5	Y	Y	Y	1	Y	43
2020-0407B	Windsor	Hickman	Larry Moore	Housing Authority of the City of James, Florida		4,000,000.00	4,000,000.00	Y	1	1	5	Y	Y	Y	1	Y	1
2020-0408B	Southgate	Collier	Christopher Shear	Collier County		2,800,000.00	2,800,000.00	Y	1	1	5	Y	Y	Y	1	Y	27
2020-0409A	Palms at Palms	Polk	Oscar Sol	City of Lakeland		2,800,000.00	2,800,000.00	Y	1	1	5	Y	Y	Y	1	Y	35
2020-0410	State Street Landing	Sevier	Shawn Wilson	Sevier County		2,000,000.00	2,000,000.00	Y	1	1	5	Y	Y	Y	1	Y	15
2020-0410	Greenwood at Central Village IV	Manatee	Kenneth Ayler	Manatee County		3,900,000.00	3,900,000.00	Y	2	1	5	Y	Y	Y	1	Y	6
2020-0410	Seas Apartments	Broward	Mark M. Modes	Residential Options of Florida, Inc.	4,571,000.00	3,429,000.00	7,900,000.00	Y	2	1	5	Y	Y	Y	1	Y	40
2020-0410	East Pointe Place Phase II	Lee	Alberto Mico, Jr.	Housing Authority of the City of Fort Myers		4,680,000.00	4,680,000.00	Y	2	1	5	Y	Y	Y	1	Y	35
2020-0411	Marina Grande II	Manatee	Mark A. Modes	Manatee County		3,175,000.00	3,175,000.00	Y	3	1	5	Y	Y	Y	1	Y	16

On December 11, 2020, the Board of Directors of the Housing Finance Corporation approved the twelve Council Members and staff recommendations to select two Priority 1 Applications for funding and make the Applications to enter credit agreements.

Anytime a credit Agreement is made a notice of protest and a formal written protest in accordance with section 170.012, Fla. Stat., Rule Chapter 28.010, F.A.C., and Rule 60.90-030, F.A.C. shall be filed a protest with the developer listed in Section 170.012(1)(a) and submitted to the Housing Finance Corporation.





PHONE (850) 425-6654 FAX (850) 425-9894 WEB WWW.RADEYLAW.COM
MAIL POST OFFICE BOX 15967 | TALLAHASSEE, FL 32302 | OFFICE 331 SOUTH SHONK JG 4 ST. STE. 200 | TALLAHASSEE, FL 32304

December 18, 2019

Via Electronic Filing

Corporation Clerk
Florida Housing Finance Corporation
227 North Bronough Street
Suite 5000
Tallahassee, Florida 32301

Re: Notice of Intent to Protest, RFA 2019-102, Proposed Funding Selections

Dear Corporation Clerk:

Pursuant to section 120.57(3), Florida Statutes, rule chapters 28-106 and 28-110, and rule 67-60.009, Florida Administrative Code, Applicant No. 2020-024D, Northside Property III, Ltd., files this Notice of Intent to Protest the proposed funding selections adopted by the Florida Housing Finance Corporation ("FHFC") Board of Directors on December 13, 2019, concerning Request for Applications ("RFA") 2019-102, Community Development Block Grant-Disaster Recovery (CDBG-DR) to be used in Conjunction with Tax-Exempt MMRB and Non-Competitive Housing Credits in Counties Declared Hurricane Recovery Priorities.

A copy of the Board's preliminary awards, as posted on the FHFC website, is attached to this notice as **Exhibit A**. A copy of the scoring results approved by the Board, also posted on the FHFC website, is attached as **Exhibit B**. A formal written protest petition will be filed within 10 days of this notice, as required by law.

Sincerely,

Donna E. Blanton



RFA 2019-102 Board Approved Preliminary Awards

Total Development Funding Available	55,000,000.00
Total Development Funding Allocated	63,543,626.82
Funding needed for Land Acquisition Requests	1,304,801.18
Total Development Funding Balance Remaining	751,752.00

Total Land Acquisition Program Funding Available	10,000,000.00
Total Land Acquisition Program Funding Allocated	11,304,801.18
Land Acquisition Request funded through Dev. Funding	1,304,801.18
Total Land Acquisition Program Funding Remaining	

Total CDBG-DR Funding Available	26,000,000.00
Total CDBG-DR Funding Allocated	15,248,354.00
Total CDBG-DR Funding Remaining	751,752.00

All Applications:

Applicant Number	Name of Development	County	Name of Authorized Principal Representative	Land Owner	Land Acquiring Program Funding Request Amount	Development Funding Request Amount	Total CDBG-DR Request Amount (Land Acquisition plus Development)	Funding Type	County Awarded	Priority Level	Termination Points	Residency Preference	Federal Funding Preference	Priority Funding Preference	Leveraging Level	Job/Job Creation Preference	Lottery Number
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Goal to fund two Priority 1 Applications that requested and are eligible for Land Acquisition Program Funding

2020-0408	George Crossings II	Franklin	Arto Castro	Doris Bank Housing Authority	3,391,990.00	3,190,000.00	5,489,990.00	Y	1	1	3	Y	Y	1	Y	41
2020-0409	Stonyway	Miami-Dade	Maria S. Modes	Options of Florida, Inc.	3,300,000.00	3,650,000.00	6,950,000.00	Y	1	1	5	Y	Y	2	Y	14

Remaining Priority 1 Applications

2020-01802	Embassy Office Park	Lee	Michael Allen	Lee County Housing Authority	950,000.00	4,681,000.00	5,631,000.00	Y	1	3	2	Y	Y	3	Y	2
2020-05503	Perimeter Office Park	Orange	Fauld McDonald Rhodes	Sight Community Trust, Inc.	1,541,118	1,945,388.22	3,486,506.22	Y	1	3	5	Y	Y	1	Y	43
2020-05403	WISGTA	Polk	Lenny Moore	The Housing Authority of the City of Tampa, Florida	5,000,000.00	5,000,000.00	10,000,000.00	Y	1	3	5	Y	Y	4	Y	5
2020-04603	Bethrick	Collier	Christopher Stewart	Collier County	2,800,000.00	2,800,000.00	5,600,000.00	Y	1	2	5	Y	Y	4	Y	29
2020-01904	Palmer Plaza	Halle	Oscar Sol	City of Lakeland	2,000,000.00	2,000,000.00	4,000,000.00	Y	1	1	5	Y	Y	4	Y	35
2020-0380	Blue Sky Landing	Seminole	Shawn Wilson	Seminole County	3,000,000.00	3,000,000.00	6,000,000.00	Y	1	1	5	Y	Y	5	Y	15
2020-0120	Brownville Industrial Village V	Miami-Dade	Kenneth Newer	Miami-Dade County	3,000,000.00	3,000,000.00	6,000,000.00	Y	2	1	5	Y	Y	1	Y	6
2020-0390	Solar Apartments	Steward	Maria M. Masses	Residence Options of Florida, Inc.	4,500,000.00	4,500,000.00	9,000,000.00	Y	2	1	5	Y	Y	2	Y	31
2020-0531	East Pointe Park Phase I	Lee	Alberta Miller, Jr.	The Housing Authority of the City of Fort Myers	4,680,000.00	4,680,000.00	9,360,000.00	Y	2	1	5	Y	Y	3	Y	33
2020-0410	Metra Center II	Miami-Dade	Maria S. Modes	Miami-Dade County	5,175,000.00	5,175,000.00	10,350,000.00	Y	3	3	5	Y	Y	2	Y	16

On October 12, 2019, the Board of Directors of Florida Housing Finance Corporation approved the above preliminary awards and approved the funding allocations to selected Priority Applications for funding and allocated the funding to the respective awarding agency.

Any interested Applicant may file a notice of protest in the format and procedure set forth in Section 122.07(3), Fla. Stat., Rule 61C01-32.010, F.A.C., and 122.07(6), 122.07(7), and 122.07(8), Florida Administrative Code, within the time period set forth in Section 122.07(5)(a), Fla. Stat., and 122.07(6), Florida Administrative Code, Chapter 122, Fla. Stat.



RFA 2019-102 Board Approved Scoring Results

Application Number	Name of Development	County	Name of Applicant/Principal Representative	Land Owner	Units	Land Acquisition Program Funding Request Amount	Development Funding Request Amount	Total CDRC FY Request Amount (Land Acquisition plus Development Funding)	Eligible for Funding?	Priority	Points	Residency Preference	Federal Funding Preference	Priority Funding Preference	Location Funding Re-Sit-Aside	Inveraging Level	Priority or Preference	Lottery Number
Eligible Applications																		
2020-01808	U-roads of Cape Coral	Lee	Michael Alan	Lee County Housing Authority	95	850,000.00	4,681,718.00	5,531,718.00	Y	1	3	Y	Y	Y	47,222.45	5	Y	2
2020-01908	Parker Pointe	Polk	Diana S.	City of Lake City	66		7,890,000.00	7,890,000.00	Y	1	5	Y	Y	Y	79,101.00	4	Y	35
2020-02100	Out of Doors Trail at Vista	Miami Dade	Kenneth Naylor	Miami-Dade County	243		8,000,000.00	8,000,000.00	Y	1	5	Y	Y	Y	24,980.53	1	Y	27
2020-0230	Brownsville Trail at Village	Miami Dade	Kenneth Naylor	Miami-Dade County	120		3,900,000.00	3,900,000.00	Y	1	5	Y	Y	Y	25,168.00	1	Y	6
2020-0240	Norridge Trail at Village II	Miami-Dade	Kenneth Naylor	Miami Dade County	290		1,300,000.00	7,410,000.00	Y	1	5	Y	Y	Y	35,203.50	1	Y	18
2020-0250	Pondella Preserve	Lee	Dorren Smith	Lee County Housing Authority	65	285,000.00	6,700,000.00	6,985,000.00	Y	1	5	Y	Y	Y	92,102.91	5	Y	31
2020-02604	Saratoga Creek at Vista	Broward	Anne Castro	South Search Housing Authority	75	2,299,990.00	1,100,000.00	3,400,000.00	Y	1	5	Y	Y	Y	78,517.64	1	Y	21
2020-02703	Cathedral	Duval	James R. Weaver	The Housing Authority of the City of Winter Park, Florida	92		5,000,000.00	8,000,000.00	Y	2	5	Y	Y	Y	70,706.03	2	Y	33
2020-02808	Woodrow Redey	Orange	Dorren Smith	The Housing Authority of the City of Winter Park, Florida	90		5,000,000.00	8,000,000.00	Y	1	5	Y	Y	Y	96,400.00	5	Y	23
2020-03003	Fudge Pointe	DeSoto	Domingo Sanchez		75		8,000,000.00	8,000,000.00	Y	3	5	Y	Y	Y	22,001.55	3	Y	27
2020-03108	Madison Crest	Volusia	Patricia E. Law		60		8,000,000.00	8,000,000.00	Y	2	5	Y	Y	N	117,303.33	5	Y	41
2020-03109	Summitview Place	Miami-Dade	Matthew A. Eger	Housing Authority of the City of Miami Beach	50		3,948,000.00	3,948,000.00	Y	1	5	Y	Y	Y	36,590.40	3	Y	22
2020-0330	Blue Seawall at Parklake	St. Lucie	Sharon Wilson	St. Lucie County	80		8,000,000.00	8,000,000.00	Y	3	5	Y	Y	Y	91,989.10	3	Y	17
2020-03708	Apartment 3 at Parklake III	Miami-Dade	Matthew A. Eger	Miami Dade County	20		4,540,000.00	4,540,000.00	Y	1	5	Y	Y	Y	43,550.00	3	Y	20
2020-03809	Arrowsmith Park	Orange	Timothy M. Bergson		60		6,850,000.00	6,850,000.00	Y	1	5	Y	Y	Y	55,897.00	3	Y	19
2020-03908	Arden Vista	Lee	Matthew A. Eger	Lee County Housing Authority	88	1,450,000.00	8,000,000.00	9,450,000.00	Y	1	5	Y	Y	Y	41,313.33	4	Y	42



RFA 2019-102 Board Approved Scoring Results

Application Number	Name of Developer	County	Name of Authorized Principal Representative	Land Owner	Units	Land Acquisition Program Funding Request Amount	Development Funding Request Amount	Total CB&I Request Amount (Land Acquisition plus Development Funding)	Eligible for Funding?	Priority Key	Total Points	Resiliency Preference	Federal Funding Preference	Proximity Preference	Caribbean Funding Preference	Leveraging Level	Florida Job Creation Preference	Lottery Number
2020-0495C	Palms Ascensions	Herbert	Maria M. Madala	Residual Options of Florida, Inc.	75	4,500,000.00	3,400,000.00	7,900,000.00	Y	1	5	Y	Y	Y	78,463.25	2	Y	40
2020-0470B	Strom Bay	Miami-Dade	Maria S. Madala	Residual Options of Florida, Inc.	170	3,000,000.00	3,050,000.00	6,050,000.00	Y	1	5	Y	Y	Y	79,443.43	2	Y	13
2020-041U	Maru Grande II	Miami-Dade	Maria S. Madala	Miami-Dade County	84		3,175,000.00	3,175,000.00	Y	1	5	Y	Y	Y	65,273.18	2	Y	14
2020-042D	Platform 3750 at Franklin Sherman Role Center	Miami-Dade	Maria S. Madala	Miami-Dade County	77		4,000,000.00	4,000,000.00	Y	1	5	Y	Y	Y	40,228.57	3	Y	24
2020-043D	Grave Mountain Phase I	Polk	Doreen Smith	West West Housing Authority	80		3,000,000.00	3,000,000.00	Y	1	5	Y	Y	Y	96,800.00	5	Y	12
2020-044D	Hilcrest Reserve	Polk	Doreen Smith	Winter Haven Housing Authority	60		2,000,000.00	2,000,000.00	Y	1	5	Y	Y	Y	96,800.00	5	Y	9
2020-045D3	Seacon Place	Miami-Dade	Matthew A. Rieger	The Housing Authority of the City of Miami-Dade	180	4,320,000.00	6,825,520.00	11,145,520.00	Y	1	5	Y	Y	Y	33,284.75	2	Y	10
2020-0467A	Bombayce	Collier	Christopher Sheehy	Collier County	82		7,800,000.00	7,800,000.00	Y	1	5	Y	Y	Y	83,707.32	4	Y	22
2020-0470B	Alvar Walk	Miami-Dade	Debra M. Adams		136		8,000,000.00	8,000,000.00	Y	1	5	Y	Y	Y	66,941.18	1	Y	10
2020-048D5	Twin Lakes Estates Phase II	Polk	Matthew A. Rieger	Housing Authority of the City of Lakeland, Florida	86		8,200,000.00	8,200,000.00	Y	1	5	Y	Y	Y	65,041.86	4	Y	56
2020-049D5*	Amber Leaf	Miami-Dade	Flora M. Adams		110		8,200,000.00	8,200,000.00	Y	2	5	Y	Y	Y	34,138.57	2	Y	57
2020-050D6	Ashley Park	Osceola	Timothy M. Morgan		72		7,500,000.00	7,500,000.00	Y	2	5	Y	Y	Y	104,866.67	4	Y	31
2020-051D	East Palms Place Phase I	Lee	Alberto Moya, Jr.	The Housing Authority of the City of Fort Myers	90		4,380,000.00	4,380,000.00	Y	1	5	Y	Y	Y	50,336.03	3	Y	55
2020-052D3	W50G 74	H. Isbrough	Henry Moore	The Housing Authority of the City of Tampa, Florida	112		8,200,000.00	8,200,000.00	Y	1	5	Y	Y	Y	55,114.28	4	Y	51
2020-052D4	Perimeter Oaks Phase 1A	Orange	Paula M. Daniels	City of Community Development	91	154,611.18	5,545,388.82	5,700,000.00	Y	1	5	Y	Y	Y	56,029.45	3	Y	64
2020-052D	Bravo del Lago Apartments	Miami-Dade	Alberto Moya, Jr.	Miami-Dade County	118		5,200,000.00	5,200,000.00	Y	1	5	Y	Y	Y	25,613.51	1	Y	48
2020-052D3*	Wendell I	Miami-Dade	Gary J. Gorman	Miami-Dade County	118		4,200,000.00	4,200,000.00	Y	1	5	Y	Y	Y	10,166.67	1	Y	25
2020-052D	Palms del Lago	Miami-Dade	Alberto Moya, Jr.	Miami-Dade County	180		6,300,000.00	6,300,000.00	Y	1	5	Y	Y	Y	75,213.95	1	Y	21

RFA 2019-102 Board Approved Scoring Results

Application Number	Name of Development	County	Name of Authorized Principal Representative	Land Owner	Units	Land Acquisition Program Funding Request Amount	Development Funding Request Amount	Total CDBG-DR Request Amount (Land Acquisition plus Development Funded)	Eligible for Housing?	Priority Level	Total Points	Relocation Preference	Federal Funding Preference	Proximity Preference	Corporation Funding Per Set-Aside	Law/Reg Level	Florida In-Creation Preference	Order Number
Ineligible Applications																		
2020-017D	Beverly Landing	Palm Beach	Jerome E. Lagmay	Bright Community Trust, Inc.	95	2,900,000.00	6,500,000.00	9,400,000.00	Y	1	3	Y	Y	Y	66,217.56		Y	20
2020-027B	Thomson Place	Brevard	Jennie J. Legney	Bright Community Trust, Inc.	90	2,000,000.00	2,000,000.00	10,000,000.00	Y	1	5	Y	Y	Y	66,044.44		Y	29
2020-021D	Hickview Duppings	Duval	David Page		122		3,000,000.00	6,000,000.00	Y	1	5	Y	Y	Y	59,279.38		Y	5
2020-084D	Berkshire Square	Orange	Jennie J. Legney	Hannibal Square Community Land Trust, Inc.	90	1,900,000.00	2,000,000.00	9,400,000.00	Y	1	5	Y	Y	Y	65,044.44		Y	7
2020-037DB	Amber Villas	Miami-Dade	Elena M. Adams		120		3,000,000.00	8,000,000.00	Y	2	5	Y	Y	Y	64,589.53		Y	1
2020-052DB	Royal Palm Apartments	Maricopa	Scott Zimmerman		25		3,000,000.00	8,000,000.00	Y	3	5	Y	Y	Y	75,200.00		Y	24
2020-053D	Liberty Square Phase Four	Miami-Dade	Alberca Milo, Jr.	Miami-Dade County	188		5,904,753.00	5,904,753.00	Y	1	5	Y	Y	Y	25,813.33		Y	29
2020-050DB	Hibiscus Apartments Phase Two	Lee	Scott Zimmerman	Bright Community Trust, Inc.	36	1,300,000.00	5,800,000.00	7,000,000.00	Y	1	5	Y	Y	Y	53,489.53		Y	7
Withdrawn Applications																		
2020-029D	Des Armes at Naraya Lakes	Miami-Dade	Robert E. Higgins	BHP Community Land Trust, Inc.	140	3,220,000.00	5,400,000.00	8,620,000.00	Y		0				21,369.20			25
2020-051P	Clarrington Park	Volusia	Timothy M. Morgan		72		7,900,000.00	7,900,000.00	N		0				104,956.67			32

*Florida Housing applied the Mid-Range 4 star multiplier at the review committee meeting. This affected the Corporation Funding Per Set-Aside Amount.

On December 13, 2020, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to accept the scoring results above.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(5), Fla. Stat., Rule Chapter 180.100, F.A.C., and Rule 67.60.009, F.A.C. Failure to file a protest within the time proscribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

RFA 2019-102 Board Approved Scoring Results

Application Number	Name of Development	County	Name of Authorized Window Representative	Land Owner	Units	Land Acquisition Program Funding Request Amount	Development Funding Request Amount	Total CDBG-DR Request Amount (Land Acquisition plus Development Funding)	Link to Funding?	Priority	Total Points	Residency Preference	Recent Funding Preference	Proximity Preference	Cooperation Funding Preference	Lowering Costs	Historic Preservation Preference	Utility Number
Eligible Applications																		
2020-01103	Champs of Cape Cove	Lee	Michael A. Lu	Lee County Housing Authority	16	950,000.00	4,631,215.00	5,581,215.00	-	1	5	Y	Y	-	41,001.42	3	Y	2
2020-01808	Parker Pointe	Polk	David S. J	City of Lakeland	84		3,994,800.00	3,994,800.00	Y	2	5	Y	-	-	19,011.70	4	Y	35
2020-02208	Blue Ridge Transit Village	Miami-Dade	Kenneth Naylor	Miami-Dade County	245		5,000,000.00	5,000,000.00	Y	1	5	Y	Y	Y	24,070.65	1	Y	33
2020-02512	Browns-Ridge Transit Village	Miami-Dade	Kenneth Naylor	Miami-Dade County	110		3,500,000.00	3,500,000.00	Y	1	5	Y	Y	Y	25,128.00	1	Y	6
2020-02710	Northside Transit Village III	Miami-Dade	Kenneth Naylor	Miami-Dade County	200		7,360,000.00	7,360,000.00	Y	1	5	Y	Y	Y	28,203.60	1	Y	15
2020-03220	Woodside Parkview	Lee	Darren Smith	Lee County Housing Authority	55	885,000.00	6,700,000.00	7,585,000.00	Y	1	5	Y	Y	Y	22,351.31	2	-	11
2020-03709	Saratoga Crossing II	Broward	Anne Cashe	Broward County Housing Authority	75	4,585,950.00	3,100,000.00	7,685,950.00	Y	1	5	-	Y	Y	28,567.52	1	-	41
2020-02709	Lots at Canaveral	Duval	James B. Hoover		92		8,000,000.00	8,000,000.00	Y	2	5	Y	Y	Y	31,784.09	2	Y	26
2020-03809	Woodside Reserve	Orange	Duane Smith	The Housing Authority of the City of Winter Park, Florida	30		8,000,000.00	8,000,000.00	Y	1	5	Y	Y	Y	26,000.00	2	Y	25
2020-03003	Edge Pointe	Osceola	Santiago Sanchez		76		8,000,000.00	8,000,000.00	Y	2	3	Y	Y	Y	31,031.58	1	Y	17
2020-03109	Madison Crest	Volusia	Patrick F. Law		50		8,000,000.00	8,000,000.00	Y	2	5	Y	Y	N	117,335.33	3	Y	44
2020-04208	Shoreview Place	Miami-Dade	Matthew A. Rieger	Housing Authority of the City of Miami Beach	94		3,945,000.00	3,945,000.00	Y	1	5	Y	Y	Y	30,590.43	3	Y	42
2020-03212	Blue Sky Landing	Saint Lucie	Shawn Wilson	Saint Lucie County	92		5,000,000.00	5,000,000.00	Y	1	5	Y	-	-	40,960.12	1	Y	12
2020-03103	Del Marre Apartments Phase	Miami-Dade	Matthew A. Rieger	Miami-Dade County	83		4,001,000.00	4,001,000.00	Y	1	4	-	-	Y	43,740.01	4	Y	22
2020-03608	Firewood Park	Stewart	Donna M. Rogers		60		6,250,000.00	6,250,000.00	Y	1	5	Y	Y	Y	69,807.50	3	Y	14
2020-03504	Bella Vista	Lee	Matthew A. Rieger	Lee County Housing Authority	56	1,450,000.00	8,000,000.00	9,450,000.00	Y	1	5	Y	-	Y	11,333.33	4	Y	10



RFA 2019-102 Board Approved Scoring Results

Application Number	Name of Development	County	Name of Authorized Principal/ Representative	Land Owner	Units	Land Acquisition Program Funding Request Amount	Development Funding Request Amount	Total CDBG-DR Request Amount (Land Acquisition plus Development Funding)	B/C Ratio for Funding	Priority Level	Total Points	Residency Preference	Federal Funding Preference	Proximity Preference	Corporate Funding Per Sec. 406.06	Leveraging Levels	Florida Job Creation Preference	Order Number
2020-0330	North Apartments	Howard	Mara M. Madec	Evidential Options of Florida, Inc.	78	4,574,000.00	3,420,000.00	7,994,000.00	4	1	5	Y	Y	Y	16,861.74	2	Y	40
2020-0408	Santa Bay	Miami-Dade	Mara S. Madec	Redeem Options of Florida, Inc.	120	3,500,000.00	3,650,000.00	7,150,000.00	Y	1	3	Y	Y	Y	25,747.35	3	Y	13
2020-0410	Metrol Grande II	Miami-Dade	Mara S. Madec	Miami-Dade County	81	3,175,000.00	3,175,000.00	6,350,000.00	Y	1	5	Y	Y	Y	28,170.48	2	Y	14
2020-0420	Redeem 3750 at Franklin Junction Scale Center	Miami-Dade	Mara S. Madec	Miami-Dade County	77	4,000,000.00	4,030,000.00	8,030,000.00	Y	1	5	Y	Y	Y	40,328.37	3	Y	17
2020-0440	Green Manor Phase	Polk	Dawn Smith	Wesley Housing Authority	80	2,000,000.00	2,000,000.00	4,000,000.00	Y	1	5	Y	Y	Y	96,600.00	3	Y	12
2020-0440	Hillcrest Reserve	Polk	Dawn Smith	Winter Haven Housing Authority	80	2,000,000.00	2,000,000.00	4,000,000.00	Y	1	5	Y	Y	Y	96,600.00	3	Y	11
2020-0450B	Sooran Place	Miami-Dade	Matthew A. Rhee	The Housing Authority of the City of Homestead	150	4,100,000.00	4,935,599.00	9,035,599.00	Y	1	5	Y	Y	Y	31,204.79	2	Y	18
2020-04500	Sombrade	Collier	Christine S. Shaw	Collier County	60	1,800,000.00	7,800,000.00	9,600,000.00	4	1	5	Y	Y	Y	51,207.11	4	Y	20
2020-0470B	Ambler Walk	Miami-Dade	Elena St. Adames		136	3,000,000.00	3,000,000.00	6,000,000.00	Y	2	5	Y	Y	Y	78,941.18	2	Y	10
2020-04800	Twin Lakes Estates Phase III	Polk	Matthew A. Rhee	Housing Authority of the City of Lakeland, Florida	86	2,000,000.00	3,000,000.00	5,000,000.00	Y	1	5	Y	Y	Y	41,041.86	4	Y	36
2020-04900	Ambler Walk	Miami-Dade	Elena St. Adames		220	2,000,000.00	4,000,000.00	6,000,000.00	Y	2	5	Y	Y	Y	33,188.57	2	Y	9
2020-0500B	Arroyo Park	DeKalb	Timothy M. Morgan		72	7,800,000.00	7,800,000.00	15,600,000.00	Y	2	5	Y	Y	Y	104,066.67	4	Y	11
2020-0530	East Pointe Place Phase II	Lee	Alanna K. Kelly	The Housing Authority of the City of Fort Myers	90	4,680,000.00	4,680,000.00	9,360,000.00	Y	1	5	Y	Y	Y	30,046.00	3	Y	38
2020-0540B	WIDE 14	Hillsborough	Leroy Metro	The Housing Authority of the City of Tampa, Florida	117	5,000,000.00	8,600,000.00	13,600,000.00	Y	1	5	Y	Y	Y	55,814.70	4	Y	5
2020-0550B	Tammany Oaks Phase Two	Orange	Paula McDonald Rhodes	Bright Communities Trust, Inc.	91	254,811.38	5,545,888.27	5,800,699.65	Y	1	5	Y	Y	Y	33,083.48	3	Y	14
2020-0560	Green at East Sun Meadows	Miami-Dade	Athen Mills	Miami-Dade County	151	5,000,000.00	5,000,000.00	10,000,000.00	Y	1	5	Y	Y	Y	25,811.11	1	Y	8
2020-0570B	Meadow	Miami-Dade	Gary J. Gorman	Miami-Dade County	168	5,000,000.00	4,000,000.00	9,000,000.00	Y	1	5	Y	Y	Y	32,064.00	2	Y	21
2020-0570	Passo del Rio	Miami-Dade	Aberne Mills	Miami-Dade County	180	5,000,000.00	6,000,000.00	11,000,000.00	Y	1	5	Y	Y	Y	75,814.33	1	Y	31

RFA 2019-102 Board Approved Scoring Results

Application Number	Name of Development	County	Name of Authorized Principal Representative	Land Owner	Units	Land Acquisition Program Request Amount	Development Funding Request Amount	Total CDHG-DR Request Amount (Land Acquisition plus Development Funding)	Eligible For Funding?	Priority Level	Job. Priority	Residency Preference	Federal Funding Preference	Priority Funding Preference	Exposition Funding Set Aside	Leveraging Level	Priority Job Creation Preference	Lottery Number
Ineligible Applications																		
2020-0140	Berkeley Landing	Polk Beach	Jennie J. Lagmay	Bright Community Trust, Inc.	95	7,500,000.00	6,500,000.00	14,000,000.00	N	2	5	Y	Y	Y	51,731.56		Y	38
2020-0200	Thomson Place	Wreyard	Jennie J. Lagmay	Bright Community Trust, Inc.	93	4,000,000.00	8,000,000.00	12,000,000.00	N	2	5	-	Y	Y	85,044.44		Y	39
2020-0210	Philanth Commons	Duval	Dr. David Page		122		8,000,000.00	8,000,000.00	N	2	5	Y	Y	Y	55,278.55		Y	3
2020-0340	Berkshire Square	Orange	Jennie J. Lagmay	Harribal Square Community Land Trust, Inc.	93	1,600,000.00	9,000,000.00	10,600,000.00	N	2	5	Y	-	Y	85,044.44		Y	4
2020-03708	Ambar Villas	Miami-Dade	Elena M. Adames		120		8,000,000.00	8,000,000.00	N	2	5	Y	Y	Y	64,533.53		Y	1
2020-05208	Brick Park Apartments	Alachua	Scott Zimmerman		86		9,000,000.00	9,000,000.00	N	3	5	Y	Y	Y	73,200.00		Y	24
2020-0590	Liberty Square Phase Four	Miami-Dade	Alberto M. No. Jr.	Miami-Dade County	186		5,904,760.00	5,904,760.00	N	2	5	Y	Y	Y	25,807.54		Y	23
2020-06008	HIDJUS Apartments Phase Two	Lee	Scott Zimmerman	Bright Community Trust, Inc.	96	1,300,000.00	5,900,000.00	7,200,000.00	N	2	5	Y	Y	Y	52,487.55		Y	7
Withdrawn Applications																		
2020-0790	Reservoir at Heron Lakes	Miami-Dade	Ruben C. Huelita	BHP Community Land Trust, Inc.	140	3,125,000.00	5,700,000.00	8,825,000.00	N		0				41,367.40			21
2020-0510	Coronation Park	Volusia	Timothy M. Moran		72		7,800,000.00	7,800,000.00	N		0				104,866.67			12

*Florida Housing applied the Mid-Rise 3 story multiplier at the review committee meeting. This affected the Corporation Funding We Set-Aside Amount.

On December 13, 2019, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to adopt the scoring results above.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., or Chapter 28-110, F.A.C., and Rule 57-80(8), F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute waiver of proceedings under Chapter 28, Fla. Stat.

Attachment 2



Attachment 2

Enclosed please find:

1. Applicant Certificate of Good Standing
2. CLT documents:
 - a. Proof that CLT was formed prior to June 28, 2018: Articles of Incorporation enclosed herein, executed prior to June 28, 2018.
 - b. Articles of Organization stating that the purpose of the CLT is to provide or preserve affordable housing. See (a) above; articles enclosed herein state the purpose of the CLT is to provide or preserve affordable housing.
 - c. CLT experience chart

State of Florida

Department of State

I certify from the records of this office that SIERRA BAY PARTNERS, LTD, is a limited partnership organized under the laws of the State of Florida, filed on September 16, 2019.

The document number of this limited partnership is A19000000385.

I further certify that said limited partnership has paid all fees due this office through December 31, 2019 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of September,
2019*



Randy Wu
Secretary of State

Tracking Number: 2720823042CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



September 23, 2019

FLORIDA DEPARTMENT OF STATE
Division of Corporations

RESIDENTIAL OPTIONS OF FLORIDA, INC.
P.O. BOX 111752
NAPLES, FL 34108

Re: Document Number N14000007124

The Amended and Restated Articles of Incorporation for RESIDENTIAL OPTIONS OF FLORIDA, INC., a Florida corporation, were filed on September 20, 2019.

The certification you requested is enclosed. To be official, the certificate for a certified copy must be attached to the original document that was electronically submitted under FAX audit number H19000282279.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Irene Albritton
Regulatory Specialist II
Division of Corporations

Letter Number: 619A00019634

P.O BOX 6327 -- Tallahassee, Florida 32314

4

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on September 20, 2019, for RESIDENTIAL OPTIONS OF FLORIDA, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number N19000282279. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N14000007124.

Authentication Code: 619A00019634-092319-N14000007124-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-third day of September, 2019



Randall R. Be
Secretary of State

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
RESIDENTIAL OPTIONS OF FLORIDA, INC.**

ARTICLE I: NAME

The name of the corporation shall be Residential Options of Florida, Inc.

ARTICLE II: PRINCIPAL OFFICE

The principal street address and mailing address of this corporation shall be maintained by the Corporation and amended from time to time.

ARTICLE III: PURPOSE

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

This shall include the purpose of empowering individuals with intellectual and developmental disabilities to successfully obtain and maintain affordable and inclusive housing of their choice and to provide affordable housing and preserve the affordability of housing for low-income or moderate income people, including people with disabilities, in perpetuity.

ARTICLE IV: MANNER OF ELECTION

The Board of Directors shall be elected as provided in the Bylaws.

ARTICLE V: INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the registered agent shall be determined by the Board of Directors and amended from time to time.

ARTICLE VI: INCORPORATOR

The name and address of the incorporator is Sheryl Soukup, 3050 Horseshoe Drive N., Ste. 285, Naples, FL 34104.

ARTICLE VII: LIMITATIONS OF ACTIVITIES

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized

and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III. The Corporation shall not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VIII: DISTRIBUTION OF ASSETS UPON DISSOLUTION:

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.


These Amended and Restated Articles of Incorporation were approved and adopted by the Board of Directors of the Corporation on September 19, 2019. The Corporation has no members entitled to vote.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Florida Department of State constitutes a third degree felony as provided in Section 817.155, Florida Statute.

Dated this 19th day of September 2019.

Residential Options of Florida, Inc.



Sheryl Soukup, Executive Director and Registered Agent

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Residential Options of Florida, Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Callhan P. Soldavini, Esq.

(Contact Person)

Legal Aid Attorney of Collier County, Inc.

(Firm/Company)

4436 Tamiami Trail East

(Address)

Naples, FL 34112

(City/State and Zip Code)

For further information concerning this matter, please call:

Callhan P. Soldavini, Esq. At (239) 298-8141

(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Not for Profit Corporations)

2019 SEP 10 PM

The following articles of merger are submitted in accordance with the Florida Not For Profit Corp. Act, pursuant to section 617.1405, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Residential Options of Florida, Inc.	Florida	N14000007124

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Roof Housing Trust, Inc.	Florida	N17000007406

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR ____ / ____ / ____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on _____
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
_____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on _____
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of the chairman/
vice chairman of the board
or an officer.

Typed or Printed Name of Individual &

Residential Options of Florida, Inc.



Sheryl Soukup, Executive Director

Ruof Housing Trust, Inc.



Sheryl Soukup, CEO

PLAN OF MERGER

THIS PLAN OF MERGER is entered into on this 3rd day of September, 2019 by and between ROOF HOUSING TRUST, INC., a Florida not-for-profit corporation (or "TRUST"), whose address is 3050 Horseshoe Drive N., Naples, FL 34104 and RESIDENTIAL OPTIONS OF FLORIDA, INC., a Florida not-for-profit corporation (or "ROOF" or "Surviving Corporation"), whose address is 3050 Horseshoe Drive N., Naples, FL 34104, in accordance with Florida Statute 617.1101.

WHEREAS, Roof Housing Trust, Inc. filed its Articles of Incorporation with the Florida Department of State, Division of Corporations, on July 17, 2017, Document Number N17000007406; and

WHEREAS, Residential Options of Florida, Inc. is a Florida nonprofit organization in good standing that filed its Articles of Incorporation with the Florida Department of State, Division of Corporation, on July 30, 2014, Document Number N14000007124; and

WHEREAS, ROOF and TRUST have the same Board of Directors; and

WHEREAS, TRUST desires to merge with the Surviving Corporation in accordance with Chapter 617 of the Florida Statutes, and a Resolution was passed by a majority vote to that effect at a Special Meeting of the Board of Directors on August 27, 2019;

WHEREAS, ROOF and TRUST desire all of TRUST's assets, including its real estate to vest in the Surviving Corporation without reverse on or impairment, including real property located at 2610 Lakeshore Circle, Port Charlotte, FL 33952; and

WHEREAS, this Plan and Merger is adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes in August 2019; and

WHEREAS, the Surviving Entity desires to amend and restate its Articles of Incorporation, attached and incorporated hereto as Exhibit "A", to include language one purpose of the Surviving Entity may be to maintain a community land trust; and,

NOW, IN CONSIDERATION OF THE PREMISES OF THE MUTUAL AGREEMENTS SET FORTH IN THIS PLAN, THE PARTIES AGREE AS FOLLOWS:

Section 1 Merger. TRUST and ROOF shall be merged into a single nonprofit corporation, in accordance with Chapter 617 of Florida Statutes, and the Surviving Corporation shall be known as Residential Options of Florida, Inc.

Section 2 Effective Date. The effective date of the merger shall be the date it is filed with the Florida Secretary of State.

Section 3 Effect of Merger. TRUST desires all of its assets, including its real estate to

vest in the Surviving Corporation without reverse on or impairment, including real property located at 2610 Lakeshore Circle, Port Charlotte, FL 33952; and

- a) At the effective date of merger, TRUST shall cease to exist separately and shall be merged into the Surviving Corporation in accordance with the provisions of this plan of merger and the Act.
- b) The Surviving Corporation shall possess all the rights and privileges of each of the merging corporations. It shall also possess title to all real, personal, and mixed property of and debts due to the merging corporations. Every other interest belonging to or due to each of the merging corporations shall be deemed to be transferred to and vested in the Surviving Corporation without the necessity of further action. The title to any real estate, or to any interest in the real estate, vested in either of the merging corporations shall vest in the Surviving Corporation.
- c) The Surviving Corporation shall assume and be liable for all of the liabilities and obligations of the merging corporations. It may prosecute or defend to judgment any claim existing or any action or proceeding pending by or against any of the merging corporations as if the merger had not taken place, or it may be substituted in place of the merging corporations. The merger shall impair neither the rights of creditors nor any liens upon the property of any of the merging corporations.

Section 4 Governing Document.

- a) At the effective date of the merger, the Surviving Corporation's Articles of Incorporation and bylaws, as amended, shall be the governing documents.
- b) The Surviving Corporation's governing documents shall be amended to include a provision that its purpose may be to hold property in a community land trust.

Section 5 Board of Directors. At the effective date of merger, the Surviving Corporation's Board of Directors shall be maintained.

Section 6 Representations and Warranties. The merging corporations warrant that:

- a) the profit and losses of TRUST as of the date of this Resolution have been disclosed to ROOF; and
- b) the merging corporations each affirm that they have the authority to merge, and that there are no legal obstacles to such merger.

Section 7 Further Action. From time to time before the effective date of the merger and when requested by either merging corporation, the other corporation will take such actions as the requesting party may deem necessary or desirable and as are reasonable in order to vest in and confirm to the Surviving Corporation title to and possession of all of its property, rights,


privileges, powers and franchises and otherwise to carry out the intent and purposes of this Plan of Merger.

Section 8 Governing Law. This Plan of Merger is intended to be performed in the State of Florida, and it shall be construed and enforced in accordance with the laws of Florida.

Section 9 Entire Agreement. This Plan of Merger constitutes the entire agreement between the parties. In the event any provision of this Plan of Merger is deemed void or unenforceable for any reason, the unenforceability shall not affect the remainder of the plan of merger, which shall remain in full force. Waiver by either party of a breach or a violation of any provision or term of this plan of merger shall not be construed to be a waiver of any subsequent breach of the provision or term or of any other provision or term.


IN WITNESS WHEREOF, the undersigned have executed their names in their stated capacities as of this 4th day of September 2019.

Residential Options of Florida, Inc.:



Name: Sheryl Soukup, Executive Director

ROOF Housing Trust, Inc.:



Name: Sheryl Soukup, CEO

Exhibit "A"

to the Plan of Merger for Roof Housing Trust, Inc.

Amended and Restated Articles of Incorporation

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
RESIDENTIAL OPTIONS OF FLORIDA, INC.**

ARTICLE I: NAME

The name of the corporation shall be Residential Options of Florida, Inc.

ARTICLE II: PRINCIPAL OFFICE

The principal street address and mailing address of this corporation shall be maintained by the Corporation and amended from time to time.

ARTICLE III: PURPOSE

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

This shall include the purpose of empowering individuals with intellectual and developmental disabilities to successfully obtain and maintain affordable and inclusive housing of their choice and to preserve the affordability of housing for low-income or moderate income people, including people with disabilities, in perpetuity.

ARTICLE IV: MANNER OF ELECTION

The Board of Directors shall be elected as provided in the Bylaws.

ARTICLE V: INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the registered agent shall be determined by the Board of Directors and amended from time to time.

ARTICLE VI: INCORPORATOR

The name and address of the incorporator is Sheryl Soukup, 3050 Horseshoe Drive N., Ste. 285, Naples, FL 34104.

ARTICLE VII: LIMITATIONS OF ACTIVITIES

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized

and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III. The Corporation shall not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(e)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VIII: DISTRIBUTION OF ASSETS UPON DISSOLUTION:


Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Florida Department of State constitutes a third degree felony as provided in Section 817.155, Florida Statute.

Dated this 3rd day of September 2019.

Residential Options of Florida, Inc:



Sheryl Soukup, Executive Director and Registered Agent

**ARTICLES OF INCORPORATION
OF
RESIDENTIAL OPTIONS OF FLORIDA, INC.**

14 JUL 30 PM 2:25
CLERK

The undersigned, acting as incorporator of a Non for Profit Corporation under Chapter 617 of the Florida Statutes, hereby makes and adopts the following Articles of Incorporation for such corporation.

ARTICLE I: NAME

The name of the corporation shall be Residential Options of Florida, Inc.

ARTICLE II: PRINCIPAL OFFICE

The principal street address of this corporation shall be 9744 Campbell Circle, Naples, FL 34109. The mailing address of this corporation shall be P.O. Box 111752, Naples, FL 34108.

ARTICLE III: PURPOSE

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE IV: MANNER OF ELECTION

The initial directors of this corporation will be appointed by the incorporator. Subsequent directors will be elected as provided in the Bylaws.

ARTICLE V: INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the initial registered agent is Charles Koval, c/o Dell Graham, 203 NE 1st Street, Gainesville, FL 32601.

ARTICLE VI: INCORPORATOR

The name and address of the incorporator is Sheryl Soukup, 9744 Campbell Circle, Naples, FL 34109.

ARTICLE VII: LIMITATIONS OF ACTIVITIES

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III. The Corporation shall not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VIII: DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Charles Koval
Charles Koval, Registered Agent

7/28/2014
Date

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Sheryl Soakup
Sheryl Soakup, Incorporator

7/23/14
Date

2019 JUL 30 PM 2:25
STATE OF FLORIDA
DEPARTMENT OF STATE



**ARTICLES OF INCORPORATION
OF
ROOF HOUSING TRUST, INC.**

FILED
17 JUL 17 PM 12:48
REGISTRAR OF STATE
TALLAHASSEE, FLORIDA

The undersigned, acting as incorporator of a Non for Profit Corporation under Chapter 617 of the Florida Statutes, hereby makes and adopts the following Articles of Incorporation for such corporation.

ARTICLE I: NAME

The name of the corporation shall be ROOF Housing Trust, Inc.

ARTICLE II: PRINCIPAL OFFICE

The principal street address of this corporation shall be 2640 Golden Gate Pkwy #112-A, Naples, FL 34105. The mailing address of this corporation shall be P.O. Box 111752, Naples, FL 34108.

ARTICLE III: PURPOSE

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including to acquire land to be held in perpetuity for the primary purpose of providing affordable housing for people with developmental disabilities, and including for other such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE IV: MANNER OF ELECTION

The initial directors of this corporation will be appointed by the incorporator. Subsequent directors will be elected as provided in the Bylaws.

ARTICLE V: INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the initial registered agent is Sheryl Soukup, 2640 Golden Gate Pkwy #112-A, Naples, FL 34105.

ARTICLE VI: INCORPORATOR

The name and address of the incorporator is Sheryl Soukup, 2640 Golden Gate Pkwy #112-A, Naples, FL 34105.

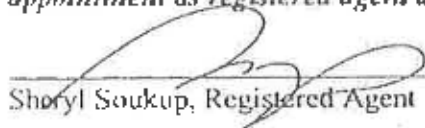
ARTICLE VII: LIMITATIONS OF ACTIVITIES

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III. The Corporation shall not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VIII: DISTRIBUTION OF ASSETS UPON DISSOLUTION

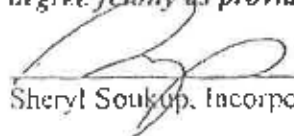
Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.


Sheryl Soukup, Registered Agent

7/11/17
Date

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.


Sheryl Soukup, Incorporator

7/11/17
Date

Community Land Trust Experience Chart				
Name of Community Land Trust: Residential Options of Florida, Inc.				
Name of Development	Location (City & State)	Currently Owned	Length of Time	Number of Units
Independence Place	Immokalee, FL	Yes	1.5 years	1
Liberty Place	Immokalee, FL	Yes	1 year	1

GROUND LEASE

Dated as of Aug 22, 2019

between

MIAMI-DADE COUNTY

Landlord

and

BRISAS DEL ESTE APARTMENTS, LLC Tenant



GROUND LEASE

THIS GROUND LEASE ("Lease"), made as of _____, 2019 (the *Lease Date*) by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida and a "public housing agency" as defined in the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*, as amended) (*Landlord*) and **BRISAS DEL ESTE APARTMENTS, LLC**, a Florida limited liability company (*Tenant*).

WITNESSETH:

WHEREAS, Landlord is the owner of the Land (as defined below) consisting of certain real property located in Miami-Dade County, Florida, on which is located a portion of the public housing development known as Three Round Towers (FLA 5-62)..

WHEREAS, Tenant has proposed to newly construct approximately 150 units on the Land, at least 30 of which will be Public Housing Units; and

WHEREAS, Tenant intends to apply for various sources of private and public funding, which may include Low Income Housing Tax Credits (LIHTC) through the Florida Housing Finance Corporation (FHFC), and is required to meet certain requirements as a condition of being awarded such financing; and

WHEREAS, such application requires Tenant to present evidence of site control over the Land at the time of the application; and

WHEREAS, evidence of site control over the Land includes a ground lease; and

WHEREAS, Landlord and Tenant are willing to enter into this Lease of the Land conditioned on Tenant obtaining financing, which may include FHFC awarding Tenant LIHTC,

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties set forth herein, Landlord and Tenant do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions.

The following terms shall have the following definitions in this Lease:

(a) **ACC** means the Consolidated Annual Contributions Contract between HUD and Landlord as amended in relation to the Premises by the ACC Amendment.

(b) **ACC Amendment** means the Mixed-Finance Amendment to Consolidated Annual Contributions Contract, dated on or about the Commencement Date, by Landlord and HUD, and incorporating the Public Housing Units, as the same may be further amended from time to time.

(c) **Act** means the United States Housing Act of 1937 (42 U.S.C. § 1437, *et seq.*), as amended from time to time, any successor legislation, and all implementing regulations issued thereunder or in furtherance thereof.

(d) **Applicable Public Housing Requirements** means the Act, HUD regulations thereunder (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), and all other Federal statutory, executive order, and regulatory requirements applicable to public housing, as such requirements now exist or as they may be amended from time to time; the ACC, and the ACC Amendment, as applicable to the Public Housing Units during the term thereof or the period required by law.

(e) **Bankruptcy Laws** has the meaning set forth in Section 8.1(d).

(f) Reserved.

(g) **Commencement Date** means the date on which the Tenant closes on its construction financing for the rehabilitation, redevelopment or new construction, as applicable, of the Improvements and the sale or syndication of the LIHTC.

(h) **Declaration of Restrictive Covenants** means any Use Agreement, Declaration or similar covenant in favor of HUD to be recorded against the Land prior to any leasehold mortgage and this leasehold which obligates Tenant and any successor in title to the Premises, including a successor in title by foreclosure or deed-in-lieu of foreclosure (or the leasehold equivalent), to maintain and operate the Premises in compliance with the Applicable Public Housing Requirements for the period stated therein.

(i) **Development** means the construction (or rehabilitation), maintenance and operation of the Premises in accordance with this Lease.

(j) **Environmental Assessments** means the environmental studies and reports to be obtained by Tenant on or before the Commencement Date.

(k) **Environmental Laws** means any present and future Federal, State or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning or otherwise addressing the protection of land, water, air or the environment, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (**CERCLA**); the Resource, Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (**RCRA**); the Toxic Substances Control Act, 15 U.S.C. §2601 et seq. (**TOSCA**); the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq. and any so-called "Superfund" or "Superlien" law; as each is from time to time amended and hereafter in effect.

(l) **Event of Default** has the meaning set forth in Section 8.1.

(m) **Governing Documents** means the Declaration of Restrictive Covenants, the ACC, ACC Amendment and the Regulatory and Operating Agreement. In the event of a conflict between the Regulatory and Operating Agreement and the ACC, ACC Amendment and Declaration of Restrictive Covenants, the ACC and the Declaration of Restrictive Covenants shall govern.

(n) **Hazardous Substances** means (i) "hazardous substances" as defined by CERCLA or Section 311 of the Clean Water Act (33 USC § 1321), or listed pursuant to Section 307 of the Clean Water Act (33 USC § 1317); (ii) "hazardous wastes," as defined by RCRA; (iii) any hazardous, dangerous or toxic chemical, waste, pollutant, material, element, contaminant or substance ("pollutant") within the meaning of any Environmental Law prohibiting, limited or

otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant; (iv) petroleum crude oil or fraction thereof, (v) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. §2011 *et seq.* and amendments thereto and reauthorizations thereof; (vi) asbestos-containing materials in any form or condition; (vii) polychlorinated biphenyls or polychlorinated biphenyl-containing materials in any form or condition; (viii) a "regulated substance" within the meaning of Subtitle I of RCRA, as amended from time to time and regulations promulgated thereunder; (ix) substances the presence of which requires notification, investigation or remediation under any Environmental Laws; (x) urea formaldehyde foam insulation or urea formaldehyde foam insulation-containing materials; (xi) lead-based paint or lead-based paint-containing materials; and (xii) radon or radon-containing or producing materials.

(o) **HUD** means the United States Department of Housing and Urban Development.

(p) **Improvements** means all repairs, betterments, buildings and improvements hereafter constructed or rehabilitated on the Land, and any additional parking areas, walkways, landscaping, fencing or other amenities on the Land.

(q) **Land** means that certain real property located in Miami-Dade County, legally described in Exhibit A, together with all easements, rights, privileges, licenses, covenants and other matters that benefit or burden the real property. The Land and the Improvements are sometimes referred to herein as the "**Project**".

(r) **Landlord** means Miami-Dade County, a political subdivision of the State of Florida and a "public housing agency" as defined in the Act.

(s) **Lease** means this ground lease as the same shall be amended from time to time.

(t) **Lease Year** means, in the case of the first lease year, the period from the Commencement Date through the last day of the 12th month of that year; thereafter, each successive twelve-calendar month period following the expiration of the first lease year of the Term; except that in the event of the termination of this Lease on any day other than the last day of a Lease Year then the last Lease Year of the Term shall be the period from the end of the preceding Lease Year to such date of termination.

(u) **Partial Taking** has the meaning set forth in Section 5.2(d).

(v) **Operating Agreement** means the Amended and Restated Operating Agreement of Tenant to be entered into on or about the Commencement Date and pursuant to which the Tenant's equity investor (the "Investor") will be admitted as a member of the Tenant.

(w) **Permitted Encumbrances** means such recorded title matters as are disclosed pursuant to the title commitment to be obtained by Tenant pursuant to Section 7.1 and are not identified by Tenant as objectionable matters pursuant to the procedure provided in Section 7.3.

(x) **Personal Property** means all fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), fittings, appliances, apparatus, equipment, machinery, chattels, building materials, and other property of every kind and nature whatsoever, and replacements and proceeds thereof, and additions thereto, now or at any time hereafter owned by Tenant, or in which Tenant has or shall have an interest, now or

at any time hereafter affixed to, attached to, appurtenant to, located or placed upon, or used in any way in connection with the present and future complete and comfortable use, enjoyment or occupancy for operation and maintenance of the Premises, excepting any personal property or fixtures owned by any tenant (other than the Tenant) occupying the Premises and used by such tenant in the conduct of its business in the space occupied by it to the extent the same does not become the property of Tenant under the lease with such tenant or pursuant to applicable law.

(y) **Plans and Specifications** means the plans and specifications for the Improvements to be constructed (or rehabilitated) on the Land by Tenant.

(z) **Premises** means the Land, the Improvements and the Personal Property.

(aa) **Public Housing Units** means at least 30 units on the Premises regulated as public housing units in accordance with the Regulatory and Operating Agreement (of which units will be converted to Rental Assistance Demonstration (RAD) Units and a portion thereof will be Project-Based Voucher Units under the RAD 75/25 Section 18 Blend, contingent on HUD approval).

(bb) **RAD** (Rental Assistance Demonstration) the RAD program is a HUD program that seeks to preserve affordable housing by converting public housing rental subsidies to project-based Section 8 subsidy.

(cc) **Regulatory Default** has the meaning set forth in Section 8.5.

(dd) **Rent** means the amount payable by Tenant to Landlord pursuant to Section 3.1.

(ee) **Sales Notice** has the meaning set forth in Section 11.1.

(ff) **Sales Offer** has the meaning set forth in Section 11.2.

(gg) **Sublessee** means any sublessee to which Tenant subleases a portion of the ground leasehold estate created hereby, as provided in Section 5.7(b).

(hh) **Taking** means any taking of the title to, access to, or use of the Premises or any portion thereof by any governmental authority or any conveyance under the threat thereof, for any public, or quasi-public use or purpose. A Taking may be total or partial, permanent or temporary.

(i) **Tenant** means Brisas del Este Apartments, LLC, a Florida limited liability company.

(ii) **Term** means a period of time commencing with the Lease Date and continuing until the date which is seventy-five (75) calendar years thereafter.

(kk) **Total Taking** has the meaning set forth in Section 6.2(c).

1.2. Interpretation.

The words "hereof," "herein," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Section, subsection or subdivision. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural and vice versa unless the context shall otherwise indicate.

1.3. Exhibits.

Exhibits to this Lease are incorporated by this reference and are to be construed as a part of this Lease.

ARTICLE II

PREMISES AND TERM

Landlord leases and demises to Tenant and its successors and assigns, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Land for the Term unless sooner terminated in accordance with the provisions contained in this Lease.

ARTICLE III

RENT

3.1. Rent. Tenant covenants and agrees to pay to Landlord as rent under this Lease:

- (i) an annual rental amount equal to \$25,000.00 (increasing each year at four percent (4%) per year, commencing in the year following Landlord's receipt of the first payment of Annual Rent hereunder) ("**Annual Rent**"), payable out of fifty percent (50%) of the available (net) cash flow that is distributable by Tenant to its manager, after payment of any deferred developer fees, and
- (ii) a one-time capitalized lease payment, to be paid upon the Commencement Date in the amount of \$375,000.00 (the "**Capitalized Payment**"), which amount is calculated by multiplying the number of units (*i.e.*, 150) times \$2,500.00.

"**Rent**" means the sum of Annual Rent and the Capitalized Payment. If greater or fewer than 150 units are constructed at the Premises, the Capitalized Payment shall be adjusted on a unit-for-unit basis. Annual Rent shall be payable within ninety (90) days following the end of the Project's fiscal year. Any portion of the Annual Rent not paid with respect to any given year shall be deferred to the following year. No Annual Rent shall accrue until after full payment of any deferred developer fees payable to Tenant. Rent shall be made payable to the Board of County Commissioners, c/o Public Housing and Community Development, 701 N.W. 1st Court, 16th Floor, Miami, Florida 33136, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein. Prior to the Commencement Date, Tenant is not obligated to pay Rent or any other sums to the Landlord under this Lease.

3.2. Surrender. Upon the expiration of this Lease by the passage of time or otherwise, Tenant will quietly yield, surrender and deliver up possession of the Premises to Landlord. In the event Tenant fails to vacate the Premises and remove such personal property as Tenant is allowed to remove from the Premises at the end of the Term, or at the earlier termination of this Lease, Landlord shall be deemed Tenant's agent to remove such items from the Premises at Tenant's sole cost and expense. Furthermore, should Tenant fail to vacate the Premises in accordance with the terms of this Lease at the end of the Term, or at the earlier termination of this Lease, the Tenant shall pay to Landlord a charge for each day of occupancy after expiration or termination

of the Lease in an amount equal to 150% of Tenant's Rent prorated on a daily basis. Such charge shall be in addition to any actual damages suffered by Landlord by Tenant's failure to vacate the Premises, for which Tenant shall be fully liable, it being understood and agreed, however, that Tenant shall under no circumstances be liable to Landlord for any incidental, indirect, punitive or consequential damages (including, but not limited to, loss of revenue or anticipated profits).

3.3. Utilities. Tenant shall pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat, other energy sources or power, telephone or other service used, rendered or supplied to Tenant in connection with the Premises.

3.4. Other. Tenant covenants to pay and discharge, when the same shall become due all other amounts, liabilities, and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty, interest and cost which may be added for nonpayment or late payment thereof (provided that Tenant shall not be liable for any payment or portion thereof which Landlord is obligated to pay and which payment Landlord has failed to make when due); and, in the event of any failure by Tenant to pay or discharge the foregoing, Landlord shall have all the rights, powers and remedies provided herein, by law or otherwise in the case of nonpayment of Rent.

3.5. Taxes. Tenant understands and agrees that as a result of the Landlord's fee ownership of the Premises, for State law purposes, the Premises may become exempt from any ad valorem taxes. Landlord represents to Tenant that any such exemption should remain in effect notwithstanding that Landlord is entering into this Lease. However, during the Term of this Lease, should, for any reason whatsoever, the Premises become exempt and then again become subject to ad valorem taxes or any other real estate taxes, fees, impositions and/or charges imposed during the Term and any Extensions upon the Premises and the building and/or other improvements constructed on the Premises by Tenant ("Real Estate Taxes"), Tenant shall be required to pay all Real Estate Taxes, prior to delinquency without notice or demand and without set-off, abatement, suspension or deduction. In the event that the folio identification number applicable to the Premises shall also contain other property not specifically included in, or a part of, the Premises, then Tenant shall only be required to pay the portion of such taxes exclusively attributable to the Premises. In addition, Tenant shall be required to pay for any water, electric, sewer, telephone or other utility charges incurred by Tenant during the Term or any Extensions which are limited solely to the Premises and/or any structures and/or improvements thereon.

ARTICLE IV

INDEMNITY, LIENS AND INSURANCE

4.1. Indemnity for Tenant's Acts. Landlord shall continue to operate the Premises until the Commencement Date as provided in Section 5.1(b), below. From and after the Commencement Date, Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or its employees, agents, servants, members, principals or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon, provided, however, nothing herein contained shall obligate or hold Tenant responsible prior to the

Commencement Date for any costs, expenses, claims or demands made by any party associated with the Premises or for any claims stemming from Landlord's and/or its officers', employees' or agents' misconduct or negligence, unless such costs, expenses, claims or demands arise from the acts or omissions of the Tenant, its agents, contractors, employees, members, or invitees. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

4.2. Landlord's Environmental Responsibility and Representations.

(a) Except to the extent that an environmental condition is aggravated or exacerbated by the negligent or willful acts or omissions of Tenant, its agents or contractors, Tenant shall not be responsible under this Lease for any claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement action of any kind, and all costs and expenses incurred in connection therewith arising out of: (i) the presence of any Hazardous Substances in, on, over, or upon the Premises first affecting the Premises as of or prior to the Commencement Date, whether now known or unknown; or (ii) the failure of Landlord or its agents or contractors prior to the Commencement Date to comply with any Environmental Laws relating to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Substances into, on, under or from the Premises at any time, whether or not such failure to comply was known or knowable, discovered or discoverable prior to the Commencement Date.

(b) Landlord represents and warrants to Tenant that, as of the date hereof:

1. except as may be referenced in the Environmental Assessments, and to the best of Landlord's actual knowledge, neither the Land nor any part thereof has been used for the disposal of refuse or waste, or for the generation, processing, storage, handling, treatment, transportation or disposal of any Hazardous Substances;
2. except as may be referenced in the Environmental Assessments, and to the best of Landlord's actual knowledge, no Hazardous Substances have been installed, used, stored, handled or located on or beneath the Land, which Hazardous Substances, if found on or beneath the Land, or improperly disposed of off of the Land, would subject the owner or occupant of the Premises to damages, penalties, liabilities or an obligation to perform any work, cleanup, removal, repair, construction, alteration, demolition, renovation or installation in or in connection with the Premises (*Environmental Cleanup Work*) in order to comply with any Environmental Laws;
3. except as may be referenced in the Environmental Assessments, and to the best of Landlord's actual knowledge, no notice from any governmental authority or any person has ever been served upon Landlord, its agents or employees, claiming any violation of any Environmental Law or any liability thereunder, or requiring or calling any attention to the need for any Environmental Cleanup Work on or in connection with the Premises, and neither Landlord, its agents or employees has ever been informed of any threatened or proposed serving of any such notice of violation or corrective work order; and

4. except as may be referenced in the Environmental Assessments, and to the best of Landlord's knowledge, no part of the Land is affected by any Hazardous Substances contamination, which for purposes hereof, shall mean: (i) the contamination of any improvements, facilities, soil, subsurface strata, ground water, ambient air, biota or other elements on or of the Land by Hazardous Substances, or (ii) the contamination of the buildings, facilities, soil, subsurface strata, ground water, ambient air, biota or other elements on, or of, any other property as a result of Hazardous Substances emanating from the Land.

4.3. Liens.

(a) Tenant agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Premises for work or materials furnished to Tenant it being provided, however, that Tenant shall have the right to contest the validity thereof. Tenant shall not have any right, authority or power to bind Landlord, the Premises or any other interest of the Landlord in the Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Improvements or any change, alteration or addition thereto. IN THE EVENT THAT ANY MECHANIC'S LIEN SHALL BE FILED, TENANT SHALL EITHER (A) PROCURE THE RELEASE OR DISCHARGE THEREOF WITHIN NINETY (90) DAYS EITHER BY PAYMENT OR IN SUCH OTHER MANNER AS MAY BE PRESCRIBED BY LAW OR (B) TRANSFER SUCH LIEN TO BOND WITHIN NINETY (90) DAYS FOLLOWING THE FILING THEREOF. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE TENANT OR TO ANYONE HOLDING ANY OF THE PREMISES THROUGH OR UNDER THE TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE LANDLORD IN AND TO ANY OF THE PREMISES. THE LANDLORD SHALL BE PERMITTED TO POST ANY NOTICES ON THE PREMISES REGARDING SUCH NON-LIABILITY OF THE LANDLORD.

(b) Tenant shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms, and corporations doing any work, furnishing any materials or supplies or renting any equipment to Tenant or any of its contractors or subcontractors in connection with the construction, reconstruction, furnishing, repair, maintenance or operation of the Premises, and in all events will bond or cause to be bonded, with surety companies reasonably satisfactory to Landlord, or pay or cause to be paid in full forthwith, any mechanic's, materialmen's or other lien or encumbrance that arises, whether due to the actions of Tenant or any person other than Landlord, against the Premises.

(c) Tenant shall have the right to contest any such lien or encumbrance by appropriate proceedings which shall prevent the collection of or other realization upon such lien or encumbrance so contested, and the sale, forfeiture or loss of the Premises to satisfy the same; provided that such contest shall not subject Landlord to the risk of any criminal liability or civil penalty, and provided further that Tenant shall give reasonable security to insure payment of such lien or encumbrance and to prevent any sale or forfeiture of the Premises by reason of such nonpayment, and Tenant hereby indemnifies Landlord for any such liability or penalty. Upon the remission after final appeal of any proceeding relating to any amount contested by Tenant pursuant to this Section 4.3, Tenant shall immediately pay any amount determined in such proceeding to be due, and in the event Tenant fails to make such payment, Landlord shall have

the right after five (5) business days' notice to Tenant to make any such payment on behalf of Tenant and charge Tenant therefor.

(d) Nothing contained in this Lease shall be construed as constituting the consent or request of Landlord, expressed or implied, to or for the performance of any labor or services or the furnishing of any materials for construction, alteration, addition, repair or demolition of or to the Premises or of any part thereof.

4.4. Insurance Requirements.

Beginning on the Commencement Date and continuing until the expiration or earlier termination of the Term, Tenant shall at all times obtain and maintain, or cause to be maintained, insurance for Tenant and the Premises as described in Exhibit B.

ARTICLE V

USE OF PREMISES; COVENANTS RUNNING WITH THE LAND

5.1. Use; Covenants.

(a) Tenant and Landlord agree that Tenant shall construct or rehabilitate multifamily residential housing for low-income, family, elderly, disabled, special needs or other population and uses acceptable to the County on the Land after HUD's approval of Landlord's disposition application and all applicable mixed-finance agreements and documents.

(b) Tenant covenants, promises and agrees that during the Term of this Lease it shall not devote the Premises or any part thereof to uses other than those consistent with this Lease and the requirements of all applicable documents to be executed between Landlord and Tenant (collectively, the "Landlord/Tenant Documents"). Without limiting the generality of the foregoing sentence, or the duration of the use restrictions applicable during the Term, Tenant covenants, promises and agrees that:

(i) 100% of the units in the Premises will be set aside for occupancy by low, very low and extremely low income households.

(ii) Except as otherwise provided in the Act, the Premises shall be maintained and operated under the terms and conditions applicable to public housing, as set forth in the Applicable Public Housing Requirements, during the 20-year period that begins on the latest date on which modernization with public housing capital funds is completed, as required by Section 9(d)(3)(B) of the Act (or any successor provision);

(iii) Except as otherwise provided in the Act, no portion of the Premises may be disposed of before the expiration of the 10-year period beginning upon the conclusion of the fiscal year for which such amounts were provided, as required by Section 9(e)(3) of the Act (or any successor provision);

(iv) Neither the Premises, nor any part thereof, may be demolished other than in accordance with the Applicable Public Housing Requirements.

Notwithstanding the foregoing, prior to the Commencement Date, the Tenant agrees that Landlord shall have a continued right of entry onto the Premises for the purposes of the Landlord's

continued operation of the Improvements and maintenance of the Premises during the period prior to the Commencement Date. Landlord shall, during this period, continue to operate the Improvements in the manner in which Landlord has operated them prior to the Lease Date and shall be responsible for all aspects of maintaining, leasing, operating, insuring and administering the Premises. If, prior to the Commencement Date, the Premises is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain, to any extent whatsoever, Tenant may, in its sole discretion, terminate this Lease by written notice to the Landlord, whereupon neither party hereto shall have any further rights or obligations hereunder.

(c) The provisions of the Applicable Public Housing Requirements and this Section 5.1 are intended to create a covenant running with the land and, subject to the terms and benefits of the Applicable Public Housing Requirements, to encumber and benefit the Premises and to bind for the Term Landlord and Tenant and each of their successors and assigns and all subsequent owners of the Premises, including, without limitation, any entity which succeeds to Tenant's interest in the Premises by foreclosure of any Permitted Leasehold Mortgage or instrument in lieu of foreclosure.

(d) In the event of a conflict between the Public Housing Requirements and this Lease, the Public Housing Requirements shall govern.

5.2. Residential Improvements.

(a) Tenant shall construct the Improvements on the Land in conformance with the Plans and Specifications. Tenant shall cause the Improvements to be substantially completed and placed in service in accordance with the Landlord/Tenant Documents. Tenant shall construct the Improvements and make such other repairs, renovations and betterments to the Improvements as it may desire (provided that such renovations and betterments do not reduce the number of units or bedroom count at the Premises) all at its sole cost and expense, in accordance with (i) the Landlord/Tenant Documents and (ii) any mortgage encumbering the Tenant's leasehold estate, in a good and workmanlike manner, with new materials and equipment whose quality is at least equal to that of the initial Improvements, and in conformity with all applicable federal, state, and local laws, ordinances and regulations. Tenant shall apply for, prosecute, with reasonable diligence, procure or cause to be procured, all necessary approvals, permits, licenses or other authorizations required by applicable governmental authorities having jurisdiction over the Improvements for the construction and/or rehabilitation, development, zoning, use and occupation of the Improvements, including, without limitation, the laying out, installation, maintenance and replacing of the heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems, fixtures, wires, pipes, conduits, equipment and appliances and water, gas, electric, telephone, drain and other utilities that are customary in developments of this type for use in supplying any such service to and upon the Premises. Landlord shall, without expense to Landlord absent consent therefor, cooperate with Tenant and assist Tenant in obtaining all required licenses, permits, authorizations and the like, and shall sign all papers and documents at any time needed in connection therewith, including without limitation, such instruments as may be required for the laying out, maintaining, repairing, replacing and using of such services or utilities. Any and all buildings, fixtures, improvements, trade fixtures and equipment placed in, on, or upon the Premises shall remain the sole and exclusive property of Tenant and its subtenants, notwithstanding their affixation to, annexation to, or incorporation into the Premises, until the termination of this Lease, at which time title to any such buildings, fixtures, improvements trade fixtures and equipment that belong to Tenant shall vest in Landlord.

(b) Tenant shall take no action to effectuate any material amendments, modifications or any other alterations to the Development Proposals and applications, Plans and Specifications, or to increase the total number of Public Housing Units and/or other units, and/or other uses on the Land, unless authorized in accordance with the Landlord/Tenant Documents or otherwise approved by Landlord in writing and in advance.

5.3. Tenant's Obligations.

(a) Tenant shall, at its sole cost and expense, maintain the Premises, reasonable wear and tear excepted, and make repairs, restorations, and replacements to the Improvements, including without limitation the landscaping, irrigation, heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems; structural roof, walls, floors and foundations; and the fixtures and appurtenances as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of Tenant, its agents, employees, invitees, visitors, and contractors. All such repairs, restorations, and replacements will be in quality and class, as elected by Tenant, either equal to or better than the original work or installations and shall be in accordance with all applicable building codes.

(b) Except as may otherwise be approved or deemed approved in accordance with the Landlord/Tenant Documents, Tenant shall not make any alteration, improvement, or addition to the Premises having a cost greater than \$50,000, or demolish any portion thereof, without first presenting to Landlord complete plans and specifications therefor and obtaining Landlord's written consent thereto, which consent shall not unreasonably be withheld so long as, in Landlord's reasonable judgment such alteration, improvement, addition or demolition will not violate this Lease or impair the value of the Project.

5.4. Compliance with Law.

(a) Tenant shall, at its expense, perform all its activities on the Premises in compliance, and shall cause all occupants of any portion thereof to comply, with all applicable laws (including but not limited to section 255.05, Florida Statutes), ordinances, codes and regulations affecting the Premises or its uses, as the same may be administered by authorized governmental officials.

(b) Without limitation of the foregoing but expressly subject to the provisions of Section 5.4, Tenant agrees to fulfill the responsibilities set forth below with respect to environmental matters:

1. Tenant shall operate the Premises in compliance with all Environmental Laws applicable to Tenant relative to the Premises and shall identify, secure and maintain all required governmental permits and licenses as may be necessary for the Premises. All required governmental permits and licenses issued to Tenant and associated with the Premises shall remain in effect or shall be renewed in a timely manner, and Tenant shall comply therewith and cause all third parties to comply therewith. All Hazardous Substances present, handled, generated or used on the Premises will be managed, transported and disposed of in a lawful manner. Tenant shall not knowingly permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Substances, except in such amounts as are ordinarily used, stored or generated in similar projects, or otherwise knowingly permit the presence of Hazardous Substances in, on or under the Premises in violation of any applicable law.

2. Tenant shall promptly provide Landlord with copies of all forms, notices and other information concerning any releases, spills or other incidents relating to Hazardous Substances or any violations of Environmental Laws at or relating to the Premises upon discovery of such releases, spills or incidents, when received by Tenant from any government agency or other third party, or when and as supplied to any government agency or other third party.

5.5. Ownership of Improvements/Surrender of Premises.

At all times during the Term, Tenant shall be deemed to exclusively own the Improvements and the Personal Property for federal tax purposes, and Tenant alone shall be entitled to all of the tax attributes of ownership thereof, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Code, with respect to the Improvements and the Personal Property, and Tenant shall have the right to amortize capital costs and to claim any other federal tax benefits attributable to the Improvements and the Personal Property. At the expiration or earlier termination of the Term of this Lease or any portion thereof, Tenant shall peaceably leave, quit and surrender the Premises, and the Improvements thereon (or the portion thereof so terminated), subject to the rights of tenants in possession of residential units under leases with Tenant, provided that such tenants are not in default thereunder and attorn to Landlord as their lessor. Upon such expiration or termination, the Premises (or portion thereof so terminated) shall become the sole property of Landlord at no cost to Landlord and shall be free of all liens and encumbrances and in the condition set forth in Section 5.3 (consistent with prudent and appropriate property management and maintenance during the Term) and, in the event of a casualty, to the provisions of Article VI. Tenant acknowledges and agrees that upon the expiration or sooner termination of this Lease any and all rights and interests it may have either at law or in equity to the Premises shall immediately cease.

5.6. Easements.

Landlord agrees that Landlord shall not unreasonably withhold or delay its consent, and shall join with Tenant from time to time during the Term in the granting of easements affecting the Premises which are for the purpose of providing utility services for the Premises. If any monetary consideration is received by Tenant as a result of the granting of any such easement, such consideration shall be paid to Landlord. As a condition precedent to the exercise by Tenant of any of the powers granted to Tenant in this Section, Tenant shall give notice to Landlord of the action to be taken, shall certify to Landlord, that in Tenant's opinion such action will not adversely affect either the market value of the Premises or the use of the Premises for the Development.

5.7. Transfer; Conveyance; Assignment.

(a) Except as otherwise permitted hereunder, Tenant agrees for itself and its successors and assigns in interest hereunder that it will not (1) assign this Lease or any of its rights under this Lease as to all or any portion of the Premises generally, or (2) make or permit any voluntary or involuntary total or partial sale, lease, assignment, conveyance, mortgage, pledge, encumbrance or other transfer of any or all of the Premises, or the Improvements, or the occupancy and use thereof, other than in accordance with the Applicable Public Housing Requirements and this Lease (including, but not limited to (i) any sale at foreclosure or by the execution of any judgment of any or all of Tenant's rights hereunder, or (ii) any transfer by operation of law), without first obtaining Landlord's express written consent thereto, which shall not be unreasonably withheld.

(d) If applicable, Tenant shall have the right to enter a sublease of any part of the premises (a "Sublease") to an entity that is affiliated with Tenant, subject to the approval and consent of Landlord, which will not be unreasonably withheld. Additionally, no Sublease shall relieve Tenant of any obligations under the terms of this Lease unless a release is granted by Landlord. Additionally, each Sublease must be for a use compatible with the standards and requirements set forth in this Section 5 or for low-income or special needs affordable housing. Tenant must give written notice to Landlord specifying the name and address of any Sublessee to which all notices required by this Lease shall be sent, and a copy of the Sublease. Tenant shall provide Landlord with copies of all Subleases entered into. Landlord agrees to grant Non-Disturbance Agreements for any Sublessee which will provide that in the event of a termination of this Lease which applies to the portion of the Premises covered by such Sublease, due to an Event of Default committed by the Tenant, such Sublessee will not be disturbed and will be allowed to continue peacefully in possession directly under this Lease as the successor tenant, provided that the Sublessee shall be in compliance with the terms and conditions of its Sublease, and the Sublessee shall agree to attorn to Landlord. Landlord further agrees that it will grant such assurances to such Sublessee so long as it remains in compliance with the terms of its Sublease, and provided further that any such Sublease does not extend beyond the expiration of the Term of this Lease.

(e) In the event Tenant's Sublessee is successful in obtaining LIHTC for that portion of the Premises which is subject to the Sublease, but Tenant is not successful in obtaining LIHTC for the portion of the property not subleased and remaining subject to this Lease, Landlord and Tenant agree to modify this Lease so as to make it a direct lease between Landlord and the Sublessee, for the subleased Premises.

5.8. Creating Sustainable Buildings.

(a) Tenant shall design the Development to be consistent with a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED") or National Green Building Standards ("NGBS"), but shall not be required to obtain a Silver certification rating from LEED or NGBS relative to the Development. Though Tenant's goal is to obtain such certification rating, if Tenant does not obtain such certification rating, provided it has used its commercially reasonable efforts to do so, Tenant shall not be in default under this Lease and Landlord shall have no right to enforce the terms of this Section 5.8 or exercise any remedies relative to such absence of a certification rating.

(b) The LEED Silver certification or designation relative to the Development is outlined by the U.S. Green Building Council. Tenant agrees to regularly provide Landlord with copies of any and all records and/or reports (including but not limited to any approvals, rejections and/or comments) from the neutral and independent third-party reviewing the Development relative to the LEED Silver designation from the U.S. Green Building Council or certification from the NGBS. As noted earlier in this Section 5.8, the Development may not necessarily be constructed in a manner so as to achieve a Silver certification rating from LEED or certification from NGBS.

(c) Further, the LEED Silver certification or designation or NGBS certification is a description or label designed to establish the level of energy efficiency and sustainability for Buildings and Improvements of the overall Development; and should substantially improve the "normal" or "regular" energy efficiency and indoor air quality for the overall Development. Beyond these environmentally responsible steps, Tenant specifically agrees to consider additional steps or means to improve and/or protect the environment will regard to the Development, and to inform

Landlord of any and all such additional methods or ways that Tenant will utilize "green building standards" in the design and construction of the overall Development in an effort to achieve the important goals of creating a healthy place to work as well as an environmentally responsible development in the community. Tenant's decision whether to incorporate or adopt any such additional steps or means shall be made in Tenant's sole and absolute discretion.

ARTICLE VI

CASUALTY AND TAKING

6.1. Casualty.

Casualty Damage. In the event the Premises should be destroyed or damaged by fire, windstorm, or other casualty to the extent that the Premises is rendered unfit for the intended purpose of Tenant, Tenant may cancel this Lease after thirty (30) days notice to Landlord, but only after removing any trash and/or debris therefrom, subject to the terms and provisions of any Permitted Leasehold Mortgage. If the Premises is partially damaged due to any other reason than the causes described immediately above, but the Premises is not rendered unusable for Tenant's purposes subject to the terms and provisions of any Permitted Leasehold Mortgage, the same shall be repaired by Tenant to the extent Tenant receives sufficient proceeds to complete such repairs from its insurance carrier under its insurance policy. Any such repairs will be completed within a reasonable time after receipt of such proceeds. If the damage to the Premises shall be so extensive as to render it unusable for Tenant's purposes but shall nonetheless be capable of being repaired within One Hundred Twenty (120) days, subject to the terms and provisions of any Permitted Leasehold Mortgage the damage shall be repaired with due diligence by Tenant to the extent Tenant receives sufficient proceeds under its insurance policy to complete such repairs. In the event that a nearby structure(s) or improvement(s) is damaged or destroyed due to Tenant's negligence, Tenant shall be solely liable and responsible to repair and/or compensate the owner for such damage or loss.

Notwithstanding anything contained in this Section 6.1, or otherwise in this Lease to the contrary, as long as the Tenant's leasehold interest is encumbered by any Permitted Leasehold Mortgage, this Lease shall not be terminated by Landlord or Tenant in the event that the Premises is partially or totally destroyed, and, in the event of such partial or total destruction, all insurance proceeds from casualty insurance as provided herein shall be paid to and hold by the Permitted Leasehold Mortgagee, or an insurance trustee selected by the Permitted Leasehold Mortgagee to be used for the purpose of restoration or repair of the Premises. Permitted Leasehold Mortgagee shall have the right to participate in adjustment of losses as to casualty insurance proceeds and any settlement discussion relating to casualty or condemnation.

6.2. Taking.

(a) Notice of Taking. Upon receipt by either Landlord or Tenant of any notice of Taking, or the institution of any proceedings for Taking the Premises, or any portion thereof, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and may be represented by an attorney.

(b) Award. Subject to the terms of the Permitted Leasehold Mortgages (as defined in Section 8.9), the Landlord and the Tenant agree that, in the event of a Taking that does not result in the termination of this Lease pursuant to Section 6.2(c) or 6.2(d), this Lease shall continue in effect as to the remainder of the Premises, and the net amounts owed or paid to the Landlord or

pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking, less any costs and expenses incurred by the Landlord in collecting such award or payment (the "Award") will be disbursed in accordance with Section 6.2(c) or 6.2(d) (as the case may be) to the Landlord and/or Tenant. The Tenant and, to the extent permitted by law, any Permitted Leasehold Mortgagee, shall have the right to participate in negotiations of and to approve any such settlement with a condemning authority (which approval shall not be unreasonably withheld).

(c) **Total Taking.** In the event of a permanent Taking of the fee simple interest or title of the Premises, or control of the entire leasehold estate hereunder (a "Total Taking"), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that each party shall remain liable for any obligations required to be performed prior to the effective date of such termination and for any other obligations under this Lease which are expressly intended to survive termination. The Taking of any portion of the Improvements, fifteen percent (15%) or more of the then existing parking area, the loss of the rights of ingress and egress as then established or the loss of rights to use the Easement, shall be, at Tenant's election, but not exclusively considered, such a substantial taking as would render the use of the Premises not suitable for Tenant's use. Notwithstanding any provision of the Lease or by operation of law that leasehold improvements may be or shall become the property of Landlord at the termination of the Lease, the loss of the building and other improvements paid for by Tenant, the loss of Tenant's leasehold estate and such additional relief as may be provided by law shall be the basis of Tenant's damages against the condemning authority if a separate claim therefore is allowable under applicable law, or the basis of Tenant's damages to a portion of the total award if only one award is made.

(d) **Partial Taking.** In the event of a permanent Taking of less than all of the Premises (a "Partial Taking"), if Tenant reasonably determines that the continued development, use or occupancy of the remainder of the Premises by Tenant cannot reasonably be made to be economically viable, structurally sound, then Tenant may terminate this Lease, and the Tenant's portion of the Award shall be paid to Tenant, provided that any and all obligations of Tenant have been fully and completely complied with by Tenant as of the date of said Partial Taking. If Tenant shall not elect to terminate this Lease, Tenant shall be entitled to a reduction of rent of such amount as shall be just and equitable. Subject to the terms of the Permitted Leasehold Mortgages, if there is a Partial Taking and the Tenant does not terminate this Lease, the Tenant shall be entitled to receive and retain an equitable portion of the Award and shall apply such portion of the Award necessary to repair or restore the Premises or the Improvements as nearly as possible to the condition the Premises or the Improvements were in immediately prior to such Partial Taking. Subject to the terms of the Permitted Leasehold Mortgages, if there is a Partial Taking which affects the use of the Premises after the term hereof, the Award shall be apportioned between the Tenant and the Landlord based on the ratio of the remaining term hereof and the remaining expected useful life of the Premises following the term hereof. Subject to the terms of the Permitted Leasehold Mortgages, notwithstanding any provision herein to the contrary, the Landlord shall be entitled to receive and retain any portion of the Award apportioned to the land upon which the Improvements are located. Should such award be insufficient to accomplish the restoration, such additional costs shall be paid by Tenant. Notwithstanding any provision of the Lease or by operation of law that leasehold improvements may be or shall become the property of Landlord at the termination of the Lease, the loss of the building and other improvements paid for by Tenant and such additional relief as may be provided by law shall be the basis of Tenant's damages against the condemning authority if a separate claim therefore is allowable under applicable law, or the basis of Tenant's damages to a portion of the total award if only one award is made.

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(e) Resolution of Disagreements. Should Landlord and Tenant be unable to agree as to the division of any singular award or the amount of any reduction of rents and other charges payable by Tenant under the Lease, such dispute shall be submitted for resolution to the court exercising jurisdiction of the condemnation proceedings, each party bearing its respective costs for such determination. Landlord shall not agree to any settlement in lieu of condemnation with the condemning authority without Tenant's consent.

(f) No Existing Condemnation. Landlord represents and warrants that as of the Commencement Date it has no actual or constructive knowledge of any proposed condemnation of any part of the Premises. In the event that subsequent to the Lease Date, but prior to the Commencement Date, a total or partial condemnation, either permanent or temporary, is proposed by any competent authority, Tenant shall be under no obligation to commence or continue construction of the building and other improvements and rent and other charges, if any, payable by Tenant under the Lease shall abate until such time as it can be reasonably ascertained that the Premises shall not be so affected. In the event the Premises is so affected, Tenant shall be entitled to all rights, damages and awards pursuant to the appropriate provisions of this Lease.

6.3. Termination upon Non-Restoration.

Following a Partial Taking, if a decision is made pursuant to this Article VI that the remaining portion of the Premises is not to be restored, and Tenant shall have determined that the continued development, use or occupancy of the remainder of the Premises by Tenant cannot be made economically viable or structurally sound, Tenant shall surrender the entire remaining portion of the Premises to Landlord and this Lease shall thereupon be terminated without liability or further recourse to the parties hereto, provided that any Rent, impositions and other amounts payable or obligations hereunder owed by Tenant to Landlord as of the date of the Partial Taking shall be paid in full.

ARTICLE VII

CONDITION OF PREMISES

7.1. Condition; Title. The Premises are demised and let in an "as is" condition as of the Commencement Date. The Premises are demised and let to Tenant subject to: As-Is. Notwithstanding anything to the contrary contained herein, upon Tenant taking possession of the Premises, Tenant shall be deemed to have accepted the Premises in its "as-is" and "where-is" condition, with any and all faults, and with the understanding that the Landlord has not offered any implied or expressed warranty as to the condition of the Premises and/or as to it being fit for any particular purpose, provided, however, that the foregoing shall not in any way limit, affect, modify or otherwise impact any of Landlord's representations, warranties and/or obligations contained in this Lease.

Tenant shall, within thirty (30) days following the Lease Date, obtain a title commitment to insure Tenant's leasehold interest in the Premises. Tenant shall advise Landlord as to any title matters that Tenant deems objectionable and Landlord/Landlord shall address same in accordance with Section 7.3, below.

7.2. No Encumbrances. Landlord covenants that Landlord has full right and lawful authority to enter into this Lease in accordance with the terms hereof and to grant the estate demised hereby. Landlord represents and warrants that there are no existing mortgages, deeds of trust, easements, liens, security interests, encumbrances and/or restrictions encumbering Landlord's

fee interest in the Land other than the Permitted Encumbrances. Landlord's fee interest shall not hereafter be subordinated to, or made subject to, any mortgage, deed of trust, easement, lien, security interest, encumbrance and/or restriction except for an encumbrance that expressly provides that it is and shall remain subject and subordinate at all times in lien, operation and otherwise to this Lease and to all renewals, modifications, amendments, consolidations and replacements hereof (including new leases entered into pursuant to the terms hereof and extensions). Landlord covenants that it will not encumber or lien the title of the Premises or cause or permit said title to be encumbered or liened in any manner whatsoever, and Tenant may reduce or discharge any such encumbrance or lien by payment or otherwise at any time after giving thirty (30) days' written notice thereof to Landlord. Tenant may recover or recoup all costs and expenses thereof from Landlord if the Landlord fails to discharge any such encumbrance within the said thirty (30) day period. Such recovery or recoupment may, in addition to all other remedies, be made by setting off against the amount of Rent payable by Tenant hereunder. Landlord and Tenant agree to work cooperatively together to create such easements and rights of way as may be necessary or appropriate for the Premises.

7.3. Landlord's Title and Quiet Enjoyment. Landlord represents and warrants that Landlord is seized in fee simple title to the Premises, free and clear and unencumbered, other than as affected by the Permitted Encumbrances. Landlord covenants that, so long as Tenant pays rent and performs the covenants herein contained on its part to be paid and performed, Tenant will have lawful, quiet and peaceful possession and occupancy of the Premises and all other rights and benefits accruing to Tenant under the Lease throughout the Term, without hindrance or molestation by or on the part of Landlord or anyone claiming through Landlord. Landlord further represents and warrants that it has good right, full power and lawful authority to enter into this Lease. Tenant shall have the right to order a title insurance commitment on the Premises. In the event the title insurance commitment shall reflect encumbrances or other conditions not acceptable to Tenant ("Defects"), then, Landlord, upon notification of the Defects, shall immediately and diligently proceed to cure same and shall have a reasonable time within which to cure the Defects. If, after the exercise of all reasonable diligence, Landlord is unable to clear the Defects, then Tenant may accept the Defects or Tenant may terminate the Lease and the parties shall be released from further liability, so long as Tenant is not in default hereunder beyond any grace period applicable thereto. Tenant's possession of the Premises will not be disturbed by Landlord, its successors and assigns.

Notwithstanding Section 7.3 above, Landlord and its agents, upon reasonable prior notice to Tenant, shall have the right to enter the Premises for purposes of reasonable inspections performed during reasonable business hours in order to assure compliance by Tenant with its obligations under this Lease.

ARTICLE VIII

DEFAULTS AND TERMINATION

8.1. Default.

The occurrence of any of the following events shall constitute an event of default (*Event of Default*) hereunder:

(a) if Tenant fails to pay when due any Rent or other impositions due hereunder pursuant to Article III (except where such failure is addressed by another event described in this

Section 8.1 as to which lesser notice and grace periods are provided), and any such default shall continue for thirty (30) days after the receipt of written notice thereof by Tenant from Landlord; or

(b) If Tenant fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder not addressed by any other event described in this Section 8.1, and shall fail to cure, correct or remedy such failure within thirty (30) days after the receipt of written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Tenant proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof within a reasonable period of time; provided, however, that for such time as Landlord or its affiliate is the management agent retained by Tenant, Tenant shall not be in default hereunder due to actions or inactions taken by Landlord or its affiliate in its capacity as the management agent; or

(c) If any representation or warranty of Tenant set forth in this Lease, in any certificate delivered pursuant hereto, or in any notice, certificate, demand, submittal or request delivered to Landlord by Tenant pursuant to this Lease shall prove to be incorrect in any material and adverse respect as of the time when the same shall have been made and the same shall not have been remedied to the reasonable satisfaction of Landlord within thirty (30) days after notice from Landlord; or

(d) If Tenant shall be adjudicated bankrupt or be declared insolvent under the Federal Bankruptcy Code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts (collectively called **Bankruptcy Laws**), or if Tenant shall: (a) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, United States Trustee or Tenant or liquidator (or other similar official) of Tenant or of any substantial portion of Tenant's property; (b) admit in writing its inability to pay its debts generally as they become due; (c) make a general assignment for the benefit of its creditors; (d) file a petition commencing a voluntary case under or seeking to take advantage of a Bankruptcy Law; or (e) fail to controvert in a timely and appropriate manner, or in writing acquiesce to, any petition commencing an involuntary case against Tenant pursuant to any bankruptcy law; or

(e) If an order for relief against Tenant shall be entered in any involuntary case under the Federal Bankruptcy Code or any similar order against Tenant shall be entered pursuant to any other Bankruptcy Law, or if a petition commencing an involuntary case against Tenant or proposing the reorganization of Tenant under the Federal Bankruptcy Code shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within ninety (90) days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (a) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of Tenant, (b) the appointment of a receiver, custodian, trustee, United States Trustee or liquidator (or other similar official of Tenant) of any substantial portion of Tenant's property, or (c) any similar relief as to Tenant pursuant to Bankruptcy Law, and any such proceeding or case shall continue undismissed, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect for ninety (90) days; or

(f) Tenant vacates or abandons the Premises or any substantial part thereof for a period of more than thirty (30) consecutive days (or, if applicable, such longer period as may be permitted in accordance with Section 6.1 or 6.2); or

(g) This Lease, the Premises or any part hereof are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not stayed or discharged within ninety (90) days after its levy; or

(h) Tenant makes any sale, conveyance, assignment or transfer in violation of this Lease.

8.2. Remedies for Tenant's Default.

Upon or after the occurrence of any Event of Default which is not cured within any applicable cure period, and so long as same remains uncured, Landlord may terminate this Lease by providing not less than thirty (30) days' written notice (which notice may be contemporaneous with any notice provided under Section 8.1) to Tenant, setting forth Tenant's uncured, continuing default and Landlord's intent to exercise its rights to terminate, whereupon this Lease shall terminate on the termination date therein set forth unless Tenant's default has been cured before such termination date. Upon such termination, Tenant's interest in the Premises shall automatically revert to Landlord, Tenant shall promptly quit and surrender the Premises to Landlord, without cost to Landlord, and Landlord may, without demand and further notice, reenter and take possession of the Premises, or any part thereof, and repossess the same as Landlord's former estate by summary proceedings, ejectment or otherwise without being deemed guilty of any manner of trespass and without prejudice to any remedies which Landlord might otherwise have for arrearages of Rent or other impositions hereunder or for a prior breach of the provisions of this Lease. The obligations of Tenant under this Lease which arose prior to termination shall survive such termination.

8.3. Termination. Termination by Landlord: The occurrence of any of the following shall give Landlord the right to terminate this Lease upon the terms and conditions set forth below:

(a) Tenant fails to cause (i) HUD approval of all applicable evidentiary documents and a disposition by HUD to occur, and (ii) the Commencement Date to occur, within eleven (11) months following the Lease Date.

(b) Tenant and Landlord fail to obtain final approval of this Lease by the Miami-Dade Board of County Commissioners, which shall be within the Board's sole discretion (signature of this Lease by the Landlord shall be *prima facie* evidence of such approval).

(c) Institution of proceedings in voluntary bankruptcy by the Tenant.

(d) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of Ninety (90) days or more.

(e) Assignment of Lease by Tenant for the benefit of creditors.

(f) A final determination of termination of this Lease in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the Landlord against Tenant.

(g) Tenant's failure to cure, within thirty (30) days following Tenant's receipt of written notice from Landlord with respect to Tenant's failure to cure a condition posing a threat to health

or safety of the public or patrons (or such longer period if the default is not capable of being cured in such 30 day period).

8.4. Remedies Following Termination. Upon termination of this Lease, Landlord may:

1. retain, at the time of such termination, any Rent or other impositions paid hereunder, without any deduction, offset or recoupment whatsoever, and
2. enforce its rights under any bond outstanding at the time of such termination; and
3. require Tenant to deliver to Landlord, or otherwise effectively transfer to Landlord any and all governmental approvals and permits, and any and all rights of possession, ownership or control Tenant may have in and to, any and all financing arrangements, plans, specifications, and other technical documents or materials related to the Premises.

8.5. Regulatory Default.

Notwithstanding anything herein to the contrary, the following shall apply to any default declared as a result of any failure by Tenant to comply with the provisions of Section 8.1:

Upon a determination by Landlord that Tenant has materially breached or defaulted on any of the obligations under Section 8.1 (a **Regulatory Default**), Landlord shall notify Tenant of (i) the nature of the Regulatory Default, (ii) the actions required to be taken by Tenant in order to cure the Regulatory Default, and (iii) the time, (a minimum of sixty (60) days or such additional time period as may be reasonable under the circumstances), within which Tenant shall respond with reasonable evidence to Landlord that all such required actions have been taken.

(a) If Tenant shall have failed to respond or take the appropriate corrective action with respect to a Regulatory Default to the reasonable satisfaction of Landlord within the applicable time period, then Landlord shall have the right to terminate the Lease or seek other legal or equitable remedies as Landlord determines in its sole discretion, provided, however, that if prior to the end of the applicable time period, Tenant seeks a declaratory judgment or other order from a court having jurisdiction that Tenant shall not have incurred a Regulatory Default, Landlord shall not terminate this Lease during the pendency of such action.

(b) In addition to and not in limitation of the foregoing, if Landlord shall determine that a Regulatory Default shall have occurred by reason of a default by Tenant's management agent, and that Tenant shall have failed to respond or take corrective action to the reasonable satisfaction of Landlord within the applicable cure period, then Landlord may require Tenant to take such actions as are necessary in order to terminate the appointment of the management agent pursuant to the terms of its management agreement and to appoint a successor management agent of the Premises.

8.6. Performance by Landlord.

If Tenant shall fail to make any payment or perform any act required under this Lease, Landlord may (but need not) after giving not less than thirty (30) (except in case of emergencies and except where a shorter time period is specified elsewhere in this Lease) days' notice to Tenant and without waiving any default or releasing Tenant from any obligations, cure such

default for the account of Tenant. Tenant shall promptly pay Landlord the amount of such charges, costs and expenses as Landlord shall have incurred in curing such default.

8.7. Costs and Damages.

Tenant shall be liable to, and shall reimburse, Landlord for any and all actual reasonable expenditures incurred and for any and all actual damages suffered by Landlord in connection with any Event of Default, collection of Rent or other impositions owed under this Lease, the remedying of any default under this Lease or any termination of this Lease, unless such termination is caused by the default of Landlord, including all costs, claims, losses, liabilities, damages and expenses (including without limitation, reasonable attorneys' fees and costs) incurred by Landlord as a result thereof.

8.8. Remedies Cumulative.

The absence in this Lease of any enumeration of events of default by Landlord or remedies of either party with respect to money damages or specific performance shall not constitute a waiver by either party of its right to assert any claim or remedy available to it under law or in equity.

8.9 Permitted Leasehold Mortgages.

Neither the Tenant nor any permitted successor in interest to the Premises or any part thereof shall, without the prior written consent of the Landlord in each instance, engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Premises, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Premises, except for the Permitted Encumbrances and the leasehold mortgages securing the loans which will be obtained by Tenant for renovation of the Improvements and closed on or about the Commencement Date (the "**Permitted Leasehold Mortgages**"). With respect to the Permitted Leasehold Mortgages, the following provisions shall apply:

(a) When giving notice to the Tenant with respect to any default under the provisions of this Lease, the Landlord will also send a copy of such notice to the holder of each Permitted Leasehold Mortgage (each a "**Permitted Leasehold Mortgage**"), provided that each such Permitted Leasehold Mortgagee shall have delivered to the Landlord in writing a notice naming itself as the holder of a Permitted Leasehold Mortgage and registering the name and post office address to which all notices and other communications to it may be addressed.

(b) Each Permitted Leasehold Mortgagee shall be permitted, but not obligated, to cure any default by the Tenant under this Lease within the same period of time specified for the Tenant to cure such default. The Tenant authorizes each Permitted Leasehold Mortgagee to take any such action at such Permitted Leasehold Mortgagee's option and does hereby authorize entry upon the Premises for such purpose.

(c) The Landlord agrees to accept payment or performance by any Permitted Leasehold Mortgagee as though the same had been done by the Tenant.

(d) In the case of a default by the Tenant other than in the payment of money, and provided that a Permitted Leasehold Mortgagee has commenced to cure the default and is

proceeding with due diligence to cure the default, the Landlord will refrain from terminating this Lease for a reasonable period of time (not to exceed 120 days from the date of the notice of default, unless (i) such cure cannot reasonably be completed within 120 days from the date of the notice of default, and (ii) a Permitted Leasehold Mortgagee continues to diligently pursue such cure to the reasonable satisfaction of the Landlord) within which time the Permitted Leasehold Mortgagee may either (i) obtain possession of the Premises (including possession by receiver); (ii) institute foreclosure proceedings and complete such foreclosure; or (iii) otherwise acquire the Tenant's interest under this Lease. The Permitted Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which was the subject of the notice shall have been cured. Notwithstanding the foregoing, the Landlord will refrain from terminating this Lease in the event such Permitted Leasehold Mortgagee is enjoined or stayed in such possession or such foreclosure proceedings, and provided that the Permitted Leasehold Mortgagee has delivered to Landlord copies of any and all orders enjoining or staying such action, Landlord will grant such Permitted Leasehold Mortgagee such additional time as is required for such Permitted Leasehold Mortgagee to complete steps to acquire or sell Tenant's leasehold estate and interest in this Lease by foreclosure of its Permitted Leasehold Mortgage or by other appropriate means with due diligence; however, nothing in this Section shall be construed to extend this Lease beyond the Term.

(e) Any Permitted Leasehold Mortgagee or other acquirer of Tenant's leasehold estate and interest in this Lease pursuant to foreclosure, an assignment in lieu of foreclosure or other proceedings, any of which are permitted without the Landlord's consent, may, upon acquiring the Tenant's leasehold estate and interest in this Lease, without further consent of the Landlord and without HUD's consent, sell and assign the leasehold estate and interest in this Lease on such terms and to such persons and organizations as are acceptable to such Permitted Leasehold Mortgagee or acquirer and thereafter be relieved of all obligations under this Lease, provided such assignee has delivered to the Landlord its written agreement to be bound by all of the provisions of this Lease. Permitted Leasehold Mortgagee, or its nominee or designee, shall also have the right to further assign, sublease or sublet all or any part of the leasehold interest hereunder to a third party without the consent or approval of Landlord.

(f) In the event of a termination of this Lease prior to its stated expiration date, the Landlord will enter into a new lease for the Premises with the Permitted Leasehold Mortgagee (or its nominee), for the remainder of the term, effective as of the date of such termination, at the same Rent payment and subject to the same covenants and agreements, terms, provisions, and limitations herein contained, provided that:

(1) The Landlord receives the Permitted Leasehold Mortgagee's written request for such new lease within 30 days from the date of such termination and notice thereof by the Landlord to the Permitted Leasehold Mortgagee (including an itemization of amounts then due and owing to the Landlord under this Lease), and such written request is accompanied by payment to the Landlord of all amounts then due and owing to Landlord under this Lease and, within 10 days after the delivery of an accounting therefor by the Landlord, pays any and all costs and expenses incurred by the Landlord in connection with the execution and delivery of the new lease, less the net income collected by the Landlord from the Premises subsequent to the date of termination of this Lease and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the Rent payment thereafter becoming due under the new lease, provided however, that the Permitted Leasehold

Mortgagee shall receive full credit for all capitalized lease and Rent payments previously delivered by the Tenant to the Landlord; and

(2) Upon the execution and delivery of the new lease at the time payment is made in (1) above, all subleases which thereafter may have been assigned and transferred to the Landlord shall thereupon be assigned and transferred without recourse by the Landlord to the Permitted Leasehold Mortgagee (or its nominee), as the new Tenant.

(3) If a Permitted Leasehold Mortgagee acquires the leasehold estate created hereunder or otherwise acquires possession of the Premises pursuant to available legal remedies, Landlord will look to such holder to perform the obligations of Tenant hereunder only from and after the date of foreclosure or possession and will not hold such holder responsible for the past actions or inactions of the prior Tenant. Permitted Leasehold Mortgagee's liability shall be limited to the value of such Permitted Leasehold Mortgagee's interest in this Lease and in the leasehold estate created thereby.

Notwithstanding the foregoing and to the extent permitted by Section 42 of the Code, the deadline to complete construction of the Improvements set forth in Article V shall be extended for such period of time as may be reasonably required by the Permitted Leasehold Mortgagee or its nominee to complete construction.

ARTICLE IX

SOVEREIGNTY AND POLICE POWERS

9.1. County as Sovereign

It is expressly understood that notwithstanding any provision of this Lease and the Landlord's status hereunder:

1. The Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for tax exemption, building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and
2. The Landlord shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for tax exemption, building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

9.2. No Liability for Exercise of Police Power.

Notwithstanding and prevailing over any contrary provision in this Lease, or any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation including but not limited to the following:

- (i) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;
- (ii) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;
- (iii) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or
- (iv) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Board of County Commissioners, the Planning and Zoning Department, DERM, the Property Appraiser or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any tax exemptions, zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy or tax exemption will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of tax exemption, permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of County-owned property shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

ARTICLE X

PUBLIC RECORDS ACT

10.1 As it relates to this Lease and any subsequent agreements and other documents related to the Development, Tenant and any of its subsidiaries, pursuant to Section 119.0701, Florida Statutes, shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by Landlord in order to perform the service;
- (b) Upon request of from Landlord's custodian of public records identified herein, provide the public with access to public records on the same terms and conditions that Landlord would provide the records and at a cost that does not exceed the

cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law:

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease's term and following completion of the work under this Lease if Tenant does not transfer the records to Landlord; and
- (d) Meet all requirements for retaining public records and transfer to Landlord, at no cost to Landlord, all public records created, received, maintained and/or directly related to the performance of this Lease that are in possession of Tenant upon termination of this Lease. Upon termination of this Lease, Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Landlord in a format that is compatible with the information technology systems of Landlord.

For purposes of this Article X, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of Landlord.

In the event Tenant does not comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and this Article VIII, Landlord shall avail itself of the remedies set forth in Article 19 of this Lease.

IF TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, PLEASE CONTACT LANDLORD'S CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade County
Miami-Dade Public Housing and Community Development
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attention: Jacqueline Dana
Email: JDANA@miamidadade.gov

ARTICLE XI

RIGHT OF FIRST OFFER; RIGHT OF FIRST REFUSAL

11.1. Landlord's Intent to Market Premises.

If Landlord, in its sole discretion (but subject to any applicable HUD requirements relating to disposition and State laws relating to the sale or conveyance of County-owned property), decides to sell its interest in the Premises, then, prior to marketing the Premises, Landlord shall give written notice of such intent to Tenant setting forth the terms and conditions on which Landlord desires to sell the Premises (*Sales Notice*). Tenant shall have sixty (60) days thereafter:

within which to notify Landlord of its intent to purchase the Premises offered for sale upon such terms and conditions as are set forth in the Sales Notice. If such Sales Notice is timely given, the Closing shall be ninety (90) days after the date of the Sales Notice. The status of title to be delivered and the instruments to be executed pursuant thereto shall be as stated in the Sales Notice and the amount of earnest money that Tenant shall be required to deposit with the notification of intent to purchase by matching the offer shall be as stated in the Sales Notice. Failure of Tenant to so notify Landlord in a timely manner shall be deemed an election not to purchase. In the event Tenant does not so timely notify Landlord of its intent to purchase the offered property upon the terms and conditions stated in the Sales Notice, Landlord shall be free to market such property on its own or through a broker and thereafter may sell the property, subject to all of the terms and conditions of the Lease and any applicable requirements of HUD or any other legal requirements; provided that Landlord may not sell the Premises on terms and conditions that are materially different from those contained in any Sales Notice received by Tenant without first offering Tenant the opportunity once again to purchase the Premises in accordance with this Section 11.1 upon such materially different terms and conditions upon which Landlord bases its offer of sale.

11.2. Right of First Refusal.

If Landlord is not marketing the Premises as provided in Section 11.1 above, but receives a written offer in acceptable form from an unrelated third party that Landlord is willing to accept for the purchase of the Premises (a *Sales Offer*), Landlord shall notify Tenant of the terms and conditions of such Sales Offer. Tenant shall then have sixty (60) days within which to notify Landlord of its intent to purchase the Premises by matching said Sales Offer and, in the event of such timely response, the closing of the purchase and sale of the Premises shall be in accordance with the terms of such Sales Offer. In the event that timely notice is not given by Tenant to Landlord, Tenant shall be deemed to have elected not to match said Sales Offer, and Landlord shall be free to sell the Premises to such third party on the terms and conditions set forth in the Sales Offer, subject, however, to all terms and conditions of this Lease and any applicable requirements of HUD or any other legal requirements. If Landlord fails to sell the Premises to such third party for an aggregate sales price not less than ninety-five percent (95%) of the sales price set forth in the Sales Offer and otherwise in accordance with the terms of the Sales Offer within one hundred and eighty (180) days after Landlord is entitled to sell the Premises to such third party, the right of first refusal created in this Section 11.2 shall be revived and again shall be enforceable.

11.3. Mortgagee Rights. Tenant's rights with respect to any option to purchase the Premises as set forth in this Section 11 shall be assignable to and may be exercised by any Permitted Leasehold Mortgagee which succeeds in interest to the Tenant, without requiring any consent or approval by Landlord.

ARTICLE XII

INDEPENDENT PRIVATE INSPECTOR GENERAL
AND MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEWS

12.1. Inspector General.

(a) Independent Private Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the Landlord has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the Landlord deems it appropriate to do so. Upon written notice from the Landlord, the Tenant shall make available to the IPSIG retained by the Landlord, all requested records and documentation pertaining to this Lease for inspection and reproduction. The Landlord shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Tenant incur any charges relating to these IPSIG services. The terms of this provision herein, apply to the Tenant, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the Landlord to conduct an audit or investigate the operations, activities and performance of the Tenant in connection with this Lease. The terms of this Section shall not impose any liability on the Landlord by the Tenant or any third party.

(b) Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 93-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Miami-Dade County agreements, throughout the duration of said agreements, except as otherwise provided below.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Miami-Dade County agreements including, but not limited to, those agreements specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed Landlord and Tenant contracts, transactions, accounts, records, agreements and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to a contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Tenant, its officers, agents and employees, lobbyists, Landlord staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Tenant from the Inspector General or IPSIG retained by the Inspector General, the Tenant shall make all requested records and documents available to the

Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Tenant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE XIII

ADDITIONAL PROVISIONS PERTAINING TO REMEDIES

13.1 Reinstatement. Notwithstanding anything to the contrary contained in the Lease, in the event Landlord exercises its remedies pursuant to Article VIII and terminates this Lease, Tenant may, within 90 days following such termination reinstate this Lease for the balance of the Term by paying to Landlord an amount equal to the actual damages incurred by Landlord as a result of the breach that resulted in such termination and any actual costs or expenses incurred by Landlord as a result of such reinstatement of this Lease.

13.2 Notice. Notwithstanding anything to the contrary contained in the Lease, Landlord shall not exercise any of its remedies hereunder without having given notice of the Event of Default or other breach or default to the Investor (following the admission of the Investor) simultaneously with the giving of notice to Tenant as required under the provisions of Article VIII of the Lease. The Investor shall have the same cure period after the giving of a notice as provided to Tenant, plus an additional period of 60 days. If the Investor elects to cure the Event of Default or other breach or default, Landlord agrees to accept such performance as though the same had been done or performed by Tenant.

13.3 Investor. Notwithstanding anything to the contrary contained in the Lease, following the admission of the Investor, the Investor shall be deemed a third-party beneficiary of the provisions of this Section for the sole and exclusive purpose of entitling the Investor to exercise its rights to notice and cure, as expressly stated herein. The foregoing right of the Investor to be a third-party beneficiary under the Lease shall be the only right of Investor (express or implied) to be a third-party beneficiary hereunder.

13.4 New Manager. Notwithstanding anything to the contrary contained in the Lease, Landlord agrees that it will take no action to effect a termination of the Lease by reason of any Event of Default or any other breach or default without first giving to the Investor reasonable time, not to exceed 60 days, to replace Tenant's manager and/or admit an additional manager and cause the new manager to cure the Event of Default or other breach or default; provided, however, that as a condition of such forbearance, Landlord must receive notice from the Investor of the substitution or admission of a new manager of Tenant within 30 days following Landlord's notice to Tenant and the Investor of the Event of Default or other breach or default, and Tenant, following such substitution or admission of the manager, shall thereupon proceed with due diligence to cure such Event of Default or other breach or default. In no event, however, shall Landlord be required to

engage in the forbearance described in this section for a period longer than six (6) months, regardless of the due diligence of the Investor or the new manager.

ARTICLE XIV

MISCELLANEOUS

14.1. Construction.

Landlord and Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section thereof.

14.2. Performance Under Protest.

In the event of a dispute or difference between Landlord and Tenant as to any obligation which either may assert the other is obligated to perform or do, then the party against whom such obligation is asserted shall have the right and privilege to carry out and perform the obligation so asserted against it without being considered a volunteer or deemed to have admitted the correctness of the claim, and shall have the right to bring an appropriate action at law, equity or otherwise against the other for the recovery of any sums expended in the performance thereof and in any such action, the successful party shall be entitled to recover in addition to all other recoveries such reasonable attorneys' fees as may be awarded by the Court.

14.3. Compliance with Governing Requirements.

Notwithstanding anything to the contrary herein, Landlord and Tenant hereby agree to comply with any and all applicable HUD notice and consent requirements set forth in the Governing Documents by providing notice to HUD as required in the Governing Documents.

14.4. No Waiver.

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any other provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them whether exercised by said party or not, shall be deemed to be in exclusion of any other; and two or more or all of such rights and remedies may be exercised at the same time.

14.5. Headings.

The headings used for the various articles and sections of this Lease are used only as a matter of convenience for reference, and are not to be construed as part of this Lease or to be used in determining the intent of the parties of this Lease.

14.6. Partial Invalidity.

If any terms, covenant, provision or condition of this Lease or the application thereof to any person or circumstances shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, provisions and conditions of this Lease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable, provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

14.7. Decision Standards.

In any approval, consent or other determination by any party required under any provision of this Lease, the party shall act reasonably, in good faith and in a timely manner, unless a different standard is explicitly stated.

14.8. Bind and Inure.

Unless repugnant to the context, the words *Landlord* and *Tenant* shall be construed to mean the original parties, their respective successors and assigns and those claiming through or under them respectively. The agreements and conditions in this Lease contained on the part of Tenant to be performed and observed shall be binding upon Tenant and its successors and assigns and shall inure to the benefit of Landlord and its successors and assigns, and the agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its successors and assigns and shall inure to the benefit of Tenant and its successors and assigns. No holder of a mortgage of the leasehold interest hereunder shall be deemed to be the holder of said leasehold estate until such holder shall have acquired indefeasible title to said leasehold estate.

14.9. Estoppel Certificate.

Each party agrees from time to time, upon no less than fifteen (15) days' prior notice from the other or from any Permitted Leasehold Mortgagee, to execute, acknowledge and deliver to the other, as the case may be, a statement certifying that (i) this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Rent has been paid, and that no additional rent or other payments are due under this Lease (or if additional rent or other payments are due, the nature and amount of the same), and (iii) whether there exists any uncured default by the other party, or any defense, offset, or counterclaim against the other party, and, if so, the nature of such default, defense, offset or counterclaim.

14.10. Recordation.

Simultaneously with the delivery of the Lease the parties have delivered a memorandum, notice or short-form of this Lease or this Lease which Tenant shall record in the appropriate office of the Public Records of Miami-Dade County. If this Lease is terminated before the Term expires, the parties shall execute, deliver and record an instrument acknowledging such fact and the date of termination of this Lease.

14.11. Notice.

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Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing, may be delivered on behalf of a party by such party's counsel, and shall be deemed given when received, if (i) delivered by hand, (ii) sent by registered or certified mail, return receipt requested, or (iii) sent by recognized overnight delivery service such as Federal Express, addressed as follows:

If to the Landlord: Miami-Dade County
c/o Miami-Dade Public Housing and Community Development
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attn: Michael Liu, Director

and a copy to: Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Attn: Terrance A. Smith, Esq.
Assistant County Attorney

If to Tenant: Brisas del Este Apartments, LLC
315 South Biscayne Boulevard
Miami, FL 33131
Attn: Alberto Milo, Jr.

and a copy to: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130
Attention: Patricia K. Green, Esq.

A party may change its address by giving written notice to the other party as specified herein.

14.12. Entire Agreement.

This instrument contains all the agreements made between the parties hereto and may not be modified in any other manner than by an instrument in writing executed by the parties or their respective successors in interest.

14.13. Amendment.

This Lease may be amended by mutual agreement of Landlord and Tenant, provided that all amendments must be in writing and signed by both parties and that no amendment shall impair the obligations of Tenant to develop and operate the Premises. Tenant and Landlord hereby expressly stipulate and agree that, they will not modify this Lease in any way nor cancel or terminate this Lease by mutual agreement nor will Tenant surrender its interest in this Lease, including but not limited to pursuant to the provisions of Section 6.3, without the prior written consent of all Permitted Leasehold Mortgagees and, following the admission of the Investor, the Tenant's Investor. No amendment to or termination of this Lease shall become effective without all such required consents. Tenant and Landlord further agree that they will not, respectively, take advantage of any provisions of the United States Bankruptcy Code that would result in a termination of this Lease or make it unenforceable.

14.14. Governing Law, Forum, and Jurisdiction.

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This Lease shall be governed and construed in accordance with the laws of the State of Florida. Any dispute arising from this Lease or the contractual relationship between the Parties shall be decided solely and exclusively by State or Federal courts located in Miami-Dade County, Florida.

14.15. Relationship of Parties; No Third Party Beneficiary.

The parties hereto expressly declare that, in connection with the activities and operations contemplated by this Lease, they are neither partners nor joint venturers, nor does a principal/agent relationship exist between them.

14.16. Access.

Tenant agrees to grant a right of access to the Landlord or any of its authorized representatives, with respect to any books, documents, papers, or other records related to this Lease in order to make audits, examinations, excerpts, and transcripts until 3 years after the termination date of this Lease.

14.17. Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has 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 public health unit.

14.18. Non-Merger.

Except upon expiration of the Term or upon termination of this Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Lease or Tenant's estate created hereunder with the fee estate of the Premises or any part thereof by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (a) this Lease, Tenant's estate created hereunder or any interest in this Lease or Tenant's estate (including the Improvements), and (b) the fee estate in the Premises or any part thereof or any interest in such fee estate (including the Improvements), unless and until all persons, including any assignee of Landlord and, having an interest in (i) this Lease or Tenant's estate created hereunder, and (ii) the fee estate in the Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

14.19. Compliance with Governing Documents. Notwithstanding anything to the contrary herein, Landlord and Tenant hereby agree to comply with any and all applicable HUD notice and consent requirements set forth in the Governing Documents by providing notice to HUD as required in the Governing Documents.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

LANDLORD:

MIAMI-DADE COUNTY

Yvonne Ramirez
Witness
Print Name: Yvonne Ramirez

By: *[Signature]*

Print Name: MAURICE L. KEMP

Title: DEPUTY MAYOR

MIAMI-DADE CTY FL

Date: 8/21/2019

[Signature]
Witness
Print Name: Ingrid B. ...

Attest: *[Signature]*
Harvey Ruvim, Clerk of the Board

Approved as to form and legal sufficiency



[Signature]
Terrence A. Smith
Assistant County Attorney

TENANT:

BRISAS DEL ESTE APARTMENTS, LLC, a Florida limited liability company

By: Brisas del Este Apartments Manager, LLC, a Florida limited liability company, its manager

[Signature]
Witness
Print Name: Leonardo Apiccol

By: *[Signature]*
Alberto Mila, Jr., Vice President

[Signature]
Witness
Print Name: Guillermo Maguina Maron

EXHIBIT A

Land

A portion of Tract "A" of "FORMAN SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 90, at Page 99, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the NE Corner of said Tract "A"; thence S02°30'10"E along the East Boundary Line of said Tract "A", said line also being the West Right of Way Line of NW 18th Avenue, for 297.08 feet; thence S87°42'42"W for 17.28 feet to a Point of Curvature of a circular curve to the left, concave to the Southeast; thence Southwesterly along the arc of said curve, having for its elements a radius of 41.00 feet, a central angle of 50°17'42", for an arc distance of 35.99 feet to a Point of Tangency; thence S37°25'01"W for 21.88 feet; thence N02°37'25"W for 87.95 feet; thence S87°55'01"W along a line parallel with and 241 feet South of the North Boundary Line of said Tract "A", for 115.28 feet; thence N02°30'42"W for 241.00 feet; thence N87°55'01"E along the North Boundary Line of said Tract "A", for 178.42 feet to the Point of Beginning.

EXHIBIT B

Insurance Requirements

(a) Prior to the commencement of construction by Tenant, Tenant shall furnish an "All Risk Builder's Risk Completed Value Form" policy for the full completed insurable value of the Premises in form satisfactory to Landlord.

(b) The Tenant shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance (for professionals performing services for Tenant) in an amount not less than \$1,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY RFP NUMBER AND TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve Tenant of their liability and obligation under this section or under any other section of this agreement.

Execution of this Lease is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Landlord's notification to Tenant to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Lease, the Tenant shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Tenant fails to submit the required insurance documents in the manner prescribed in this Lease within twenty (20) calendar days after Landlord's notification to comply, it shall be an Event of Default pursuant to the Lease.

The Tenant shall be responsible for assuring that the insurance certificates required in conjunction with this Exhibit remain in force for the duration of the Term of the Lease, including any and all option years or extension periods that may be granted by the Landlord. If insurance certificates are scheduled to expire during the Term, the Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Landlord shall provide thirty (30) days written notice to Tenant to cure the noncompliance. In the event Tenant does not replace the expired certificates with new or renewed certificates which cover the contractual period, it shall be an Event of Default pursuant to the Lease.

(c) The Tenant agrees to cooperate with the Landlord in obtaining the benefits of any insurance or other proceeds lawfully or equitably payable to the Landlord in connection with this Lease.

(d) The "All Risk Builder's Risk Completed Value Form" policy with respect to the Premises shall be converted to an "all risk" or comprehensive insurance policy upon completion of the Improvements, naming Landlord as an additional insured hereunder and shall insure the Project in an amount not less than the full insurable replacement value of the Premises. The Tenant hereby agrees that all insurance proceeds from the All Risk Builder Risk Completed Value Form policy (or if converted, the "all risk" or comprehensive policy) shall be used to restore, replace or rebuild the Improvements, if the Tenant determines that it is in its best interest to do so, subject to the requirements of any approved mortgage lien holder's rights secured against the Premises and subject further to the terms of Article VI of the Lease.

(e) All such insurance policies shall contain (i) an agreement by the insurer that it will not cancel the policy without delivering prior written notice of cancellation to each named insured and loss payee thirty (30) days prior to canceling the insurance policy; and (ii) endorsements that the rights of the named insured(s) to receive and collect the insurance proceeds under the policies shall not be diminished because of any additional insurance coverage carried by the Tenant for its own account.

(f) If the Premises is located in a federally designated flood plain, an acceptable flood insurance policy shall also be delivered to the Landlord, providing coverage in the maximum

amount reasonable necessary to insure against the risk of loss from damage to the Premises caused by a flood.

(g) Neither the Landlord nor the Tenant shall be liable to the other (or to any insurance company insuring the other party), for payment of losses insured by insurance policies benefiting the parties suffering such loss or damage, even though such loss or damage might have been caused by the negligence of the other party, its agents or employees.

FLORIDA HOUSING FINANCE CORPORATION
Site Control Certification Form

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

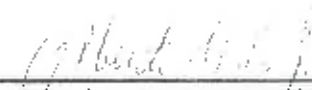
Brisas del Este Apartments, LLC

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

Alberto Malo, Jr.
Name (typed or printed)

Principal of the Applicant
Title (typed or printed)

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

(Form Rev. 08-18)



Exhibit A as modified on 8-14-19, 8-27-19, and 9-6-19

- (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:

[Click here to enter text.](#)

e. Proximity

- (1) PHA Proximity Point Boost

Does the proposed Development qualify for the PHA Proximity Point Boost?

No

If "Yes", provide the required letter as **Attachment 6**.

- (2) Transit Services

Provide the location information and distance for one of the four Transit Services on which to base the Application's Transit Score below.

Service	Latitude	Longitude	Distance (rounded up to the nearest hundredth of a mile) *
Public Bus Stop 1	<u>Latitude Coordinates</u>	<u>Longitude Coordinates</u>	<u>Distance</u>
Public Bus Stop 2	<u>Latitude Coordinates</u>	<u>Longitude Coordinates</u>	<u>Distance</u>
Public Bus Stop 3	<u>Latitude Coordinates</u>	<u>Longitude Coordinates</u>	<u>Distance</u>
Public Bus Transfer Stop	<u>Latitude Coordinates</u>	<u>Longitude Coordinates</u>	<u>Distance</u>
Public Bus Rapid Transit Stop	<u>25.521989</u>	<u>-80.425662</u>	<u>0.28</u>
SunRail Station, MetroRail Station, or TriRail Station	<u>Latitude Coordinates</u>	<u>Longitude Coordinates</u>	<u>Distance</u>

*Distance between the coordinates of the Development Location Points 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).

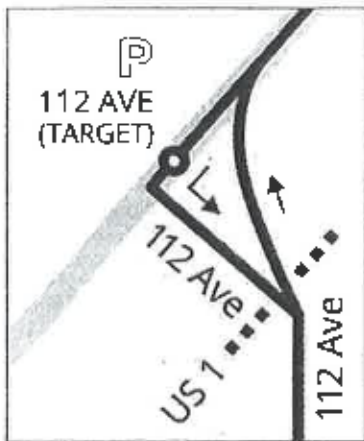




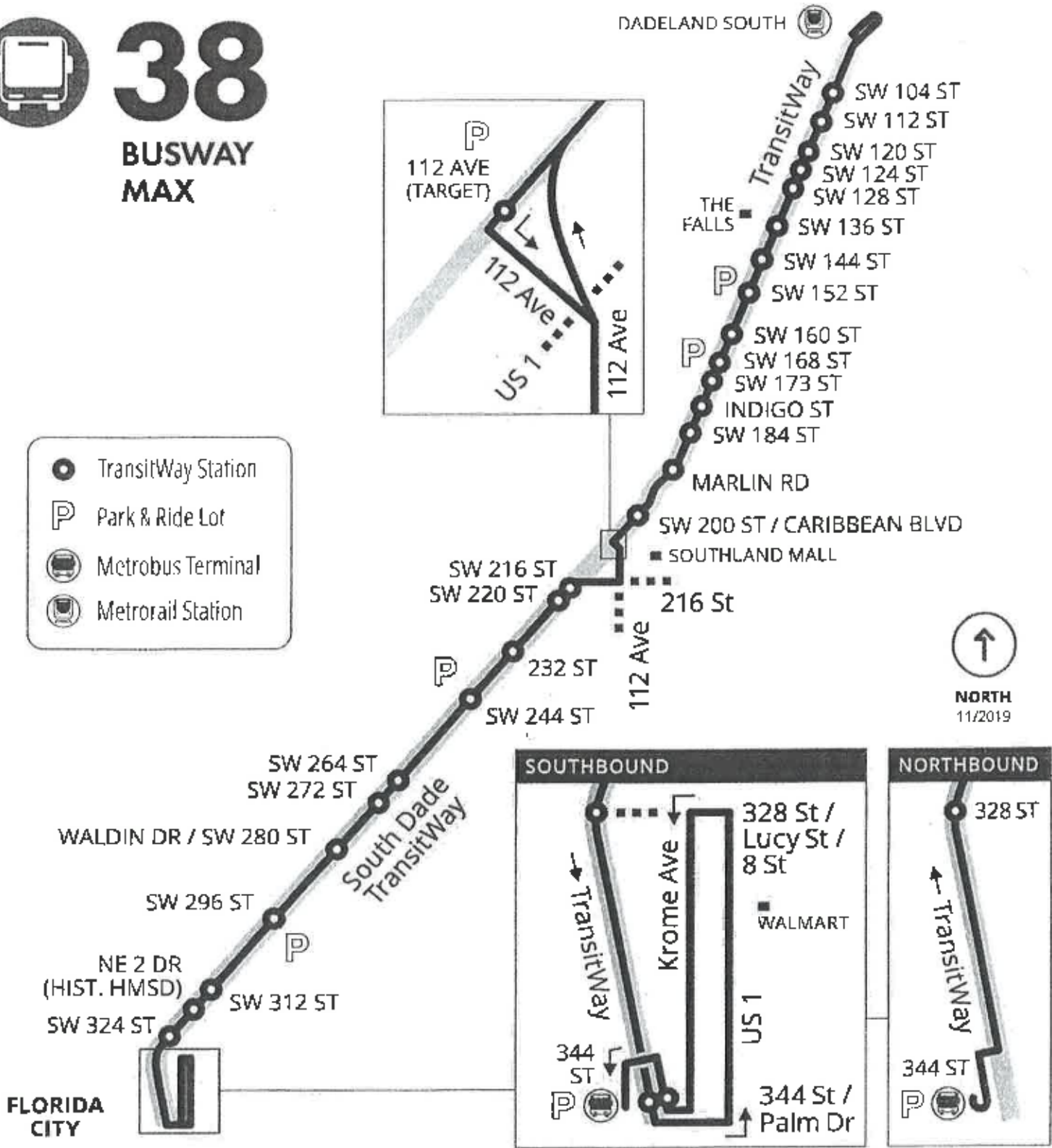
38

BUSWAY MAX

DADELAND SOUTH



- TransitWay Station
- Park & Ride Lot
- Metrobus Terminal
- Metrorail Station



@GoMiamiDade

MDT Tracker | EASY Pay Miami

11.2019 www.miamidade.gov/transit 311 or 305.468.5900 TTY/Fla Relay: 711





Schedule



38 Busway MAX

Weekday (Start/End)

BUSWAY SW 251 ST

5:16 AM

Dest: MAX to Florida City

6:32 AM

Dest: MAX to Florida City

7:01 AM

Dest: MAX to Florida City

7:36 AM

Dest: MAX to Florida City

7:56 AM

Dest: MAX to Florida City

8:11 AM

Dest: MAX to Florida City

8:26 AM

Dest: MAX to Florida City

8:41 AM

Dest: MAX to Florida City

8:56 AM

Dest: MAX to Florida City

9:11 AM

Dest: MAX to Florida City

9:26 AM

Dest: MAX to Florida City

9:41 AM

Dest: MAX to Florida City

9:56 AM

Dest: MAX to Florida City

10:11 AM

Dest: MAX to Florida City

10:31 AM

Dest: MAX to Florida City

10:51 AM

Dest: MAX to Florida City

11:11 AM

Dest: MAX to Florida City

11:31 AM

Dest: MAX to Florida City

11:51 AM

Dest: MAX to Florida City

12:11 PM

Dest: MAX to Florida City

12:31 PM

Dest: MAX to Florida City

12:51 PM

Dest: MAX to Florida City

} 25 MINUTES - Does not meet the 20 minute window requirement

[Back](#)

Schedule

**1:31 PM**

Dest: MAX to Florida City

1:51 PM

Dest: MAX to Florida City

2:11 PM

Dest: MAX to Florida City

2:31 PM

Dest: MAX to Florida City

2:52 PM

Dest: MAX to Florida City

3:13 PM

Dest: MAX to Florida City

3:23 PM

Dest: MAX to Florida City

3:34 PM

Dest: MAX to Florida City

3:45 PM

Dest: MAX to Florida City

3:55 PM (4 min)

Dest: MAX to Florida City

4:05 PM

Dest: MAX to Florida City

4:15 PM

Dest: MAX to Florida City

4:25 PM

Dest: MAX to Florida City

4:35 PM

Dest: MAX to Florida City

4:45 PM

Dest: MAX to Florida City

4:55 PM

Dest: MAX to Florida City

5:05 PM

Dest: MAX to Florida City

5:15 PM

Dest: MAX to Florida City

5:25 PM

Dest: MAX to Florida City

5:35 PM

Dest: MAX to Florida City

5:45 PM

Dest: MAX to Florida City

5:55 PM

Dest: MAX to Florida City

6:05 PM

Dest: MAX to Florida City

6:15 PM

Dest: MAX to Florida City

[Back](#)

Schedule

**6:35 PM**

Dest: MAX to Florida City

6:45 PM

Dest: MAX to Florida City

6:55 PM

Dest: MAX to Florida City

7:05 PM

Dest: MAX to Florida City

7:14 PM

Dest: MAX to Florida City

7:21 PM

Dest: MAX to Florida City

7:30 PM

Dest: MAX to Florida City

7:38 PM

Dest: MAX to Florida City

7:45 PM

Dest: MAX to Florida City

7:55 PM

Dest: MAX to Florida City

8:05 PM

Dest: MAX to Florida City

8:20 PM

Dest: MAX to Florida City

8:35 PM

Dest: MAX to Florida City

8:50 PM

Dest: MAX to Florida City

9:05 PM

Dest: MAX to Florida City

9:20 PM

Dest: MAX to Florida City

9:35 PM

Dest: MAX to Florida City

9:50 PM

Dest: MAX to Florida City

10:04 PM

Dest: MAX to Florida City

10:31 PM

Dest: MAX to Florida City

11:01 PM

Dest: MAX to Florida City

11:31 PM

Dest: MAX to Florida City

12:01 AM

Dest: MAX to Florida City

12:31 AM

Dest: MAX to Florida City

Back

Schedule



2:20 AM

Dest: MAX to Florida City

3:18 AM

Dest: MAX to Florida City

4:18 AM

Dest: MAX to Florida City



[view full web site](#)

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Exhibit A as modified on 8-14-19, 8-27-19, and 9-6-19

(3) Community Services

Service	Service Information	Latitude	Longitude	Distance (rounded up to the nearest hundredth of a mile):*
Grocery Store	Walmart: 14325 SW 268th Street, Naranja, FL 33032	25.520723	-80.423606	0.28
Medical Facility	<u>Service Name and Address</u>	<u>Latitude coordinates</u>	<u>Longitude coordinates</u>	<u>Distance</u>
Pharmacy	Walmart Pharmacy: 14325 SW 268th Street, Naranja, FL 33032	25.520723	-80.423606	0.28
Public School	Miami Douglas MacArthur South Senior High School: 13990 SW 264th St, Homestead, FL 33032	25.521462	-80.418380	0.32

*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).

6. Number of Building and Units

- a. Total number of units in the proposed Development: 180
- b. Set Aside Commitments

(1) Select one (1) of the following minimum set-aside commitments:

Average Income Test

(2) Total Set-Aside Breakdown Chart

- (a) Applicants committing to the minimum set aside commitment of 20 percent of the total units at 50 percent of the Area Median Income or less or 40 percent of the total units at 60 percent of the Area Median Income or less must complete the following chart:

Type of Units	Percentage of Residential Units	AMI Level
Housing Credit	Enter Number %	At or Below 25%

