

**STATE OF FLORIDA  
FLORIDA HOUSING FINANCE CORPORATION**

JASMINE HOUSING, LTD. and  
THE GATEHOUSE GROUP, LLC,

Petitioners,

vs.

FLORIDA HOUSING FINANCE  
CORPORATION,

Respondent.

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STATE COURT BUILDING  
TALLAHASSEE, FLORIDA

FHFC Case No. 2016-016BP  
APPLICATION NO: 2016-252C  
REQUEST FOR APPLICATIONS: 2015-108

**FORMAL WRITTEN PROTEST OF AWARD  
AND PETITION FOR ADMINISTRATIVE HEARING**

Pursuant to Sections 120.569 and 120.57(3), Florida Statutes, and Chapter 28-110 and Rule 28-106.201, Florida Administrative Code, Petitioner, Jasmine Housing, Ltd and Petitioner, The Gatehouse Group, LLC (collectively, the "Petitioners"), file this Formal Written Protest of Award and Petition for Administrative Hearing and state:

**Affected Agency**

1. The agency affected is the Florida Housing Finance Corporation ("Florida Housing" or "the Corporation"), 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329. The telephone number is 850-488-4197.

**Petitioners**

2. Petitioners' address is 120 Forbes Blvd, Suite 180, Mansfield, Massachusetts 02048. Petitioners' telephone number is 305-528-0166. For purposes of this proceeding, Petitioners' address is that of its undersigned counsel.

3. Petitioners are the owners and developers of a proposed affordable housing development to be located in Miami-Dade County, Application #2016-252C. The Gatehouse Group, LLC is a “Developer” as defined by Florida Housing Finance Corporation in Rule 67-48.002(28), Florida Administrative Code. Petitioners and its affiliated entities have successfully completed the construction of several affordable housing developments from funding sources allocated by Florida Housing Finance Corporation.

**Petitioners’ Counsel**

4. Counsel for Petitioners and Petitioners' address for this proceeding is:

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**Background**

5. Florida Housing administers various affordable housing programs including the Housing Credit (“HC”) program pursuant to Section 42 of the Internal Revenue Code and Section 420.5099, Florida Statutes. Florida Housing is designated as the Housing Credit agency for the State of Florida within the meaning of Section 42(h)(7)(A) of the Internal Revenue Code, and Chapters 67-48 and 67-60, Florida Administrative Code. Section 420.5099, Florida Statutes.

6. Florida Housing administers competitive solicitation processes to implement the provisions of the HC program under which developers apply for funding. Chapter 67-60, Florida Administrative Code.

7. The failure of an application to include required information in accordance with the competitive solicitation shall be grounds for a determination of non-responsiveness and not being considered for funding. Rule 67-60.006(1), Florida Administrative Code.

8. Furthermore, by submitting an application, each applicant certifies that:

Proposed Developments funded with Housing Credits under this RFA will be subject to the requirements of the RFA, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the credit underwriting and program requirements for Housing Credits outlined in Rule Chapter 67-48, F.A.C., and the Compliance requirements of Rule Chapter 67-53, F.A.C.

(RFA 2015-108, Pg. 8).

9. Because the demand for HC funding exceeds that which is available under the HC program, qualified affordable housing developments must compete for this funding. To assess the relative merits of proposed developments, Florida Housing has established a competitive solicitation process known as the Request for Applications (“RFA”) pursuant to Chapters 67-48 and 67-60, Florida Administrative Code.

10. On or about September 21, 2015, Florida Housing issued RFA 2015-108 Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County. (“RFA”). The application deadline for the RFA was November 19, 2015 (“Application Deadline”).

11. The RFA sets forth the information required to be provided by an applicant, provides a general description of the type of projects that will be considered eligible for funding and delineates the submission requirements. See RFA, pgs. 2-43. The RFA sets forth a list of Mandatory Items and Point Items that must be included in a response. See RFA, pg. 45. The RFA also sets forth the funding selection criteria. See RFA, pg. 42. The RFA expressly provides that “[o]nly Applications that are eligible for funding will be considered for funding selection.” See RFA, pg. 42.

12. Specifically, Florida Housing's solicitation process for RFA 2015-108, as set forth in Rules 67-60.001 - .009, Florida Administrative Code, involves the following:

- a) Florida Housing publishes its competitive solicitation (RFA) in the Florida Administrative Register;
- b) applicants prepare and submit their response to the competitive solicitation;
- c) Florida Housing appoints a scoring committee to evaluate the applications;
- d) the scoring committee makes recommendations to Florida Housing's Board, which are then voted on by the Board; and
- e) applicants not selected for funding may protest the results of the competitive solicitation process.

**Notice of Agency Action**

13. Petitioners received notice of Florida Housing's Final Agency Action entitled "RFA 2015-108 Recommendations" dated May 6, 2016 ("Corporation's Notice"), on or about May 6, 2016. See attached Exhibit A.

**Notice of Protest**

14. On May 11, 2016, Petitioners timely filed its Notice of Protest in which it challenged, among other matters, the scoring and eligibility of the applications submitted in response to the RFA in the Corporation's Notice. See attached Exhibit B.

**Substantial Interests**

15. Petitioners timely submitted an application in response to RFA 2015-108. Pursuant to Application #2016-252C ("Application"), Petitioners applied for an allocation of

\$2,397,397 in annual federal tax credits<sup>1</sup> to help finance the development of its project, a 96-unit high-rise apartment complex. As reflected in Florida Housing's RFA 2015-108 Applications Submitted Report, Petitioners were assigned lottery number 2. Petitioners were scored as having satisfied all mandatory and eligibility requirements for funding and scored 28 out of 28 Total Points. See attached Exhibit C. On May 6, 2016, Florida Housing's Board of Directors adopted the scoring committee's recommendations and tentatively authorized the selection of Jasmine Housing, Ltd. for funding.

16. The Village Miami Phase II ("The Villages") timely submitted an application in response to RFA 2015-108. Pursuant to Application #2016-257C, The Villages applied for an allocation of \$2,561,000 in annual federal tax credits to help finance the development of its project, a 120-unit High-Rise apartments complex. As reflected in Florida Housing's RFA 2015-108 Applications Submitted Report, The Villages was assigned lottery number 4. The Villages was scored as having satisfied all mandatory and eligibility requirements for funding and scored 28 out of 28 Total Points. See attached Exhibit C.

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<sup>1</sup> The United States Congress has created a program, governed by Section 42 of the IRC, by which federal income tax credits are allotted annually to each state on a per capita basis to help facilitate private development of affordable low-income housing for families. These tax credits entitle the holder to a dollar-for-dollar reduction in the holder's federal tax liability, which can be taken for up to ten years if the project continues to satisfy IRC requirements. The tax credits allocated annually to each state are awarded by state "housing credit agencies" to single-purpose applicant entities created by real estate developers to construct and operate specific multi-family housing projects. The applicant entity then sells this ten-year stream of tax credits, typically to a syndicator, with the sale proceeds generating much of the funding necessary for development and construction of the project. The equity produced by this sale of tax credits in turn reduces the amount of long-term debt required for the project, making it possible to operate the project at below-market-rate rents that are affordable to low-income and very-low-income tenants. Pursuant to section 420.5099, F.S., Florida Housing is the designated "housing credit agency" for the State of Florida and administers Florida's tax credit program under its Housing Credit (HC) Program. Through the HC Program, Florida Housing allocates Florida's annual fixed pool of federal tax credits to developers of affordable housing.

17. As set forth herein, the eligibility determination, scoring and preliminary ranking of The Villages' application did not recognize or take into account The Villages' failure to respond to Mandatory or Total Points items required by the RFA. As a result, The Villages' scoring, ranking and eligibility are based on an incorrect determination of development's eligibility for funding under the RFA. Because of errors in the eligibility determination, scoring and ranking process, The Villages has been included in the rankings but should have been disqualified or scored lower than Petitioners' Application. As discussed below, Florida Housing improperly determined that The Villages satisfied the RFA eligibility, Mandatory Point and Total Point requirements.

18. Petitioners are currently ranked in the funded range and are entitled to an allocation of housing credits from the 2015-108 RFA. Petitioners are filing this petition in order to maintain that funding determination.

19. Through this proceeding Petitioners challenge and are seeking a determination that Florida Housing erred in the scoring and eligibility decision of The Villages Application. But for Florida Housing's error in its scoring and eligibility decision, The Villages would not have standing to challenge Petitioners' Application and The Villages could not successfully contend that its Application would have been ranked in the funded range.

**Defects in Water and Sewer Letter from Miami-Dade County**

20. The RFA specifically provides that an Applicant must demonstrate certain Ability to Proceed elements as of the Application Deadline. Section 4.A.5.f.(5) of RFA 2015-108, lists the requirements for demonstrating Sewer Capacity. The instructions provide, in relevant part:

Availability of Sewer. The Applicant must demonstrate that as of the Application Deadline sewer capacity, package treatment or septic tank service is available to the proposed Development site by providing as **Attachment 12** to Exhibit A:

(a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 11-14); or

(b) A letter from the waste treatment service provider that is Development-specific and dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

21. The Villages' Application does not demonstrate availability of sewer services as of the Application Deadline. In an attempt to demonstrate Availability of Sewer, The Villages included in its application a letter from Miami-Dade Water and Sewer Utilities Department ("WASU") dated November 17, 2015. See attached Exhibit D. The WASU letter states, in relevant part:

Due to the current Conditional Moratorium status of Pump Station 62, the existing gravity sewer associated with said pump station, which abuts the developer's property, is not available for connection at the present time. At the time the Conditional Moratorium status of PS 62 is lifted, or if the developer can provide the Department with an active sewer allocation letter issue by the County Regulatory and Economic Resources Department (RER), then the developer shall connect to an existing ten (10) inch gravity sewer (manhole #383) in N.W. 69 Street at N.W. 7 Court, provided there is sufficient capacity and depth, and subject to the Department's rules, regulations, and standards, and any applicable governmental approvals and restrictions.

22. By its terms, the WASU letter specifically states that sewer services to The Villages' development is not available, as the adjacent pump station is subject to a Conditional Moratorium. In order to demonstrate the availability of alternate sewer services, The Villages must first provide WASU with a sewer allocation letter from the County Regulatory and Economic Resources Department. Clearly no allocation letter was provided to WASU prior to the issuance of the attached letter and no allocation letter was included in the Application. Even if an allocation letter had been issued, The Villages could connect to the alternate sewer service only if there was "sufficient capacity and depth." The Application also fails to provide any

information showing that the alternate sewer service has sufficient capacity to support The Villages Development.

23. Given The Villages' failure to satisfy this Mandatory RFA requirement, The Villages Application should have been scored as ineligible.

**Public Bus Transfer Stop**

24. In order to satisfy RFA eligibility requirements, an applicant is required to achieve a Minimum Transit Service Score of 1.5 points. See RFA pg. 18. Transit Service points vary depending on the type of transit service provided. In order to calculate the value of the points, an applicant is required to include a Surveyor Certification form attesting to the Development's Location Point, the type of transit service claimed and the distance (proximity) between the transit service and the Development's location. The maximum point value for the various transit services include 2 points for a Public Bus Stop and 6 points for a Public Bus Transfer Stop. The RFA defines a Public Bus Transfer Stop as:

[a] fixed location at which passengers may access at least three routes of public transportation via buses. Each qualifying route must have a scheduled stop at the Public Bus Transfer Stop at least hourly during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis. This would include both bus stations (i.e., hubs) and bus stops with multiple routes. Bus routes must be established or approved by a Local Government department that manages public transportation.

See RFA pg. 19 (emphasis added).

25. The Villages' Surveyor Certification Form refers to a public bus transfer stop as its qualifying Transit Service. The Surveyor Certification Form suggests that the claimed stop is .38 miles from the Development's Location Point. See attached Exhibit G. If the information provided was correct, The Villages would be entitled to 5.5 Transit Points. See RFA pg. 23. However, the proposed stop fails to qualify as a Public Bus Transfer Stop.



26. According to Petitioners' surveyor, the location identified in the Villages' Surveyor Certification Form references a bus stop located northeast of the intersection of NW 7th Avenue and NW 62 Street in the City of Miami. See attached Exhibit H. There are only two scheduled routes that stop at this location and not the mandatory three routes as required by the RFA. At most, the claimed transit service may be considered a Public Bus Stop, with a maximum point total of 2 points. However, under the RFA scoring grid, in order to receive any points for a Public Bus Stop, the distance between the Public Bust Stop and the Development's Location Point cannot exceed .30 miles. See RFA pg. 22.

27. In light of the foregoing, The Villages failed to select a qualifying Transit Service and its Application should have been scored as ineligible.

#### **Local Government Contribution**

28. In order to obtain the maximum 5 points for the Local Government Contributions an applicant "must provide evidence of a Local Government grant, loan, fee waiver and/or fee deferral...." See RFA pg. 32. In order to be eligible, the contribution must be "dedicated solely for the proposed development. See RFA pg. 33. However, The Villages contribution form refers to RFA 2015-08 and not RFA 2015-108 which is the subject of the application. See Attached Exhibit E.

29. Additionally, the Local Government Verification form requires the applicant to reference the official action through the citation of the ordinance or resolution that waived the reference fee. See RFA pg. 33. The Villages form references Miami-Dade County Ordinance #88-12 as the ordinance authorizing the fee waiver. However, Ordinance #88-12 addresses the powers, duties and functions of the Public Works Department of the County and does not refer to fee credits.

### Non-Corporate Funding Proposals

30. As previously discussed, Housing Credits are a source of funds that are used to lower the cost of constructing affordable housing developments. If an applicant receives an allocation of Housing Credits, the applicant can sell those credits to a syndicator (investor), with the sale proceeds generating a significant amount of funding for the construction of the project. This source of funds, along with construction and permanent financing, is considered Non-Corporate Funding. Financing proposals which refer to the purchase of Housing Credits are often referred to as “Equity” letters. Financing proposals which refer to construction and permanent loans are often referred to as “Debt” letters.

31. In order to be considered a source of funds, Section 4.A.11.d. provides:

In order for funding, other than deferred Developer fee, to be counted as a source on the Construction/Rehab and/or Permanent Analysis, the Applicant must provide documentation of all financing proposals from both the construction and the permanent lender(s), equity proposals from the syndicator, and other sources of funding. The financing proposals must state whether they are for construction financing, permanent financing, or both, and all attachments and/or exhibits referenced in the proposal must be included. Insert documentation for each source as **Attachment 18** to Exhibit A and continue with sequentially numbered attachments for each additional funding source. Evidence for each funding source must be behind its own sequentially numbered attachment.

32. As its equity proposal, The Villages provided an Equity letter from SunTrust Capital, LLC. See attached Exhibit F. Although certain required information is provided in the Equity letter, the letter prohibits The Villages from using the Equity letter as a proposal in support of its application.

This Term Sheet is for your confidential use only and is sent to you on the condition that neither the existence of this Term Sheet nor its contents will be disclosed publicly or privately to any person or entity, except to those of the Company’s officers, employees, agents, counsel or accountants directly involved with this proposed financing and then only on the basis that it not be further disclosed. Without limiting the generality of the foregoing, none of such persons shall use or refer to the Bank of any of its affiliates in any disclosure made in

connection with the proposed transaction without the Bank's prior written consent.

See, attached Exhibit F, pg. 3.

33. Similarly, The Villages provided a Debt letter from SunTrust Bank which also precluded The Villages from using it in its Application.

This proposal Letter is for your confidential use only and is sent to you on the condition that neither the existence of this Proposal Letter nor its contents will be disclosed publicly or privately to any person or entity, except to those of the Company's officers, employees, agents, counsel or accountants directly involved with this proposed financing and then only on the basis that it not be further disclosed. Without limiting the generality of the foregoing, none of such persons shall use or refer to the Bank of any of its affiliates in any disclosure made in connection with the proposed transaction without the Bank's prior written consent.

See attached Exhibit F, pg. 2.

34. The Application fails to provide written consent from SunTrust Capital, LLC or SunTrust that the Villages was authorized to include the Equity or Debt proposals in The Villages Application. As a result of this deficiency, there is a funding shortfall and the Application should have been scored an ineligible.

#### **Disputed Issues of Material Fact and Law**

35. Disputed issues of material fact and law include those matters pled in this petition, and include but are not limited to the following:

- a) Whether the provisions of the RFA have been followed with respect to The Villages' eligibility and Total Points determinations;
- b) Whether the criteria and procedures for the scoring, ranking and eligibility determination of The Villages Application are arbitrary, capricious, contrary to competition, contrary to the RFA requirements, and/or contrary to prior Florida Housing interpretations of the applicable statutes and administrative rules;
- c) Whether the RFA's criteria for determining eligibility, ranking and evaluation of The Villages Application were properly followed;

- d) Whether the preliminary rankings properly determine the eligibility of potential applicants for funding in accordance with the standards and provisions of the RFA;
- e) Whether The Villages' Application should be deemed ineligible under the RFA as a result of The Villages' failure to satisfy RFA sewer requirements as of the Application Deadline;
- f) Whether The Villages' Application should be deemed ineligible or suffer a Point Item reduction under the RFA as a result of The Villages' failure to satisfy RFA Transit Service requirements as of the Application Deadline;
- g) Whether The Villages' Application should be deemed ineligible under the RFA as a result of The Villages' failure to satisfy RFA requirements for non-corporate funding as of the Application Deadline;
- h) Whether The Villages' Application should be deemed ineligible under the RFA because The Villages Local Government Contribution failed to disclose the correct RFA or ordinance through which the contribution was made;
- i) Whether The Villages' eligibility determination and ranking is consistent with fair and open competition for the allocation of tax credits;
- j) Whether The Villages' eligibility determination and ranking are based on clearly erroneous and/or capricious eligibility determination, scoring or ranking;
- k) Whether The Villages' eligibility determination and ranking improperly incorporate new policies and interpretations that impermissibly deviate from the RFA specifications, existing rules and/or prior Florida Housing interpretations and precedents; and,
- l) Such other issues as may be revealed during the protest process.

36. Petitioners reserve the right to seek leave to amend this petition to include additional disputed issues of material fact and law that may become known through discovery.

#### **Statement of Ultimate Facts and Law**

37. As a matter of ultimate fact and law, The Villages failed to complete their application in accordance with the competitive solicitation and, therefore, its application should not have been considered for funding.

38. As a matter of ultimate fact and law, The Villages application was not responsive to and failed to comply with RFA 2015-108, and, therefore, its application should not have been considered for funding.

39. As a matter of ultimate fact and law, Florida Housing improperly determined that The Villages application was completed in accordance with the competitive solicitation and was responsive to RFA 2015-108, and, therefore, its application should not have been considered for funding.

40. As a matter of ultimate fact and law, Florida Housing improperly scored The Villages Application as having satisfied mandatory requirements as of the Application Deadline.

41. As a matter of ultimate fact and law, Florida Housing improperly determined that The Villages was scored as an eligible Application.

#### **Statutes and Rules**

42. Statutes and rules governing this proceeding are Sections 120.569 and 120.57(3), and Chapter 420, Florida Statutes, and Chapters 28-106, 67-48 and 67-40, Florida Administrative Code.

**WHEREFORE**, Petitioners request that:

A. Florida Housing refer this Petition to the Division of Administrative Hearings for a formal administrative hearing and the assignment of an Administrative Law Judge pursuant to Section 120.57(3), Florida Statutes,

B. The Administrative Law Judge enter a Recommended Order determining that:

a) The Villages failed to complete their application in accordance with the competitive solicitation; that their application was non-responsive to and failed to comply with RFA 2015-108; and that their application should not have been considered for funding or scored as having

satisfied mandatory or total point requirements as prescribed by RFA 2015-108;

- b) Florida Housing improperly determined that the application submitted by The Villages was completed in accordance with the competitive solicitation;
- c) Florida Housing improperly determined that The Villages' application was responsive to RFA 2015-108;
- d) Florida Housing improperly determined that The Villages application was eligible for funding under RFA 2015-108;

C. The Administrative Law Judge enter a Recommended Order recommending Florida Housing deny The Villages their requested tax credit funding;

D. Florida Housing enter a Final Order awarding Petitioners their requested tax credit funding; and,

E. Petitioners be granted such other relief as may be deemed appropriate.

Respectfully submitted this 23d day of May, 2016.



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**CERTIFICATE OF SERVICE**

I certify that the original of the foregoing has been filed by Hand Delivery with the Corporation Clerk, Florida Housing Finance Corporation, 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301 and a copy furnished to Hugh Brown, Esq., General Counsel, Florida Housing Finance Corporation, 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301 this 23rd day of May, 2016.



Crag D. Varn

**RFA 2015-108  
Recommendations**

**Total HC Available for RFA** **4,920,258.00**

Application Number	Name of Development	Name of Contact Person	Name of Developers	Demographic	HC Request Amount	Eligible For Funding?	Qualifies for the Non-South Miami Goal?	Total Points	Development Category Funding Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
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**Application selected to meet the Non-South Miami Goal**

2016-252C	The Jasmine	Nick A Inamdar	The Gatehouse Group LLC	E	2,397,397.00	Y	Y	28	Y	Y	A	Y	2
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**Other Application selected for funding**

2016-238C*	Princeton Park	Matthew Rieger	HTG Princeton Park Developer, LLC	F	2,561,000.00	Y	N	28	Y	Y	A	Y	1
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\* This Application could not be fully funded. Per the RFA, the Applicant will receive a Binding Commitment for \$38,139.

On May 6, 2016, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion and staff recommendation to select the above Applications for funding and invite the Applicant to enter credit underwriting.

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



# Michael G. Maida, P.A.

Attorney at Law

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Civil Circuit Mediator

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May 11, 2016

Via Hand Delivery  
Via Electronic Mail: [CorporationClerk@floridahousing.org](mailto:CorporationClerk@floridahousing.org)

Ms. Kate Flemming  
Corporation Clerk  
Florida Housing Finance Corporation  
227 N. Bronough St., Ste. 5000  
Tallahassee, FL 32301

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RE: RFA 2015-108 Housing Credit Financing for Affordable Housing  
Developments Located in Miami-Dade County ("the RFA") - Notice of Protest

Dear Ms. Flemming:

On behalf of applicant Jasmine Housing, Ltd., Application No. 2016-252C ("The Jasmine") and developer The Gatehouse Group, LLC., ("Gatehouse Group"), this letter constitutes a Notice of Protest ("Notice") filed pursuant to sections 120.569 and 120.57(3), Florida Statutes, Rules 28-110 and 67-60.009, Florida Administrative Code and the RFA. The Jasmine and Gatehouse Group hereby give notice of their intent to protest Florida Housing Finance Corporation's ("Corporation") intended decision with respect to the eligibility, scoring, ranking and selection of applications in the RFA, including but not limited to those applications selected for funding as identified in the notice of intended decision attached as Exhibit "A."

This Notice is being filed within 72 hours (not including weekends) of the posting of the Corporation Board's notice of intended decision on the Corporation's website on Friday, May 6, 2016 at 11:10 a.m. The Jasmine and Gatehouse Group reserve the right to file a formal written protest within (10) days of the filing of this Notice pursuant to section 120.57(3), Florida Statutes. Although The Jasmine is currently in the funded range, this Notice is being filed to, among other matters, preserve its funding and ability to initiate or intervene in proceedings that may impact that scoring, ranking and funding determination.

Please acknowledge receipt of this filing by stamping the date and time on the enclosed copy of this Notice.

Sincerely,

  
Michael G. Maida

MGM/sem  
Attachment

Exhibit B

**RFA 2015-108  
Recommendations**

**Total HC Available for RFA** **4,970,258.00**

Application Number	Name of Development	Name of Contact Person	Name of Developers	Demographic	HC Request Amount	Eligible for Funding?	Qualifies for the Non-South Miami Goal?	Total Points	Development Category Funding Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
<b>Application selected to meet the Non-South Miami Goal</b>													
2016-253C	The Baseline	Nick A. Mandar	The Greenhouse Group LLC	E	2,397,397.00	Y	Y	28	Y	Y	A	Y	2

**Other Application selected for funding**

2016-239C*	Princeton Park	Matthew Rieger	HTG Princeton Park Developer LLC	F	2,561,000.00	Y	N	28	Y	Y	A	Y	1
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\* This Application could not be fully funded. Per the RFA, the Applicant will receive a Binding Commitment for \$38,139.

On May 6, 2016, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion and staff recommendation to select the above Applications for funding and invite the Applicant to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-80.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

**Exhibit A**

RFA 2015-108 All Applications

Application Number	Name of Development	Name of Contact Person	Name of Developers	HC Funding Amount	Eligible For Funding?	Qualifies for the Non-South Miami Goal?	Total Points	Development Category Funding Preference	Per Unit Construction Funding Preference	Development Category	Total Corp Funding Per Set-Aside	Leveraging Classification	Florida Job Creation Preference	Lottery Number
<b>Eligible Applications</b>														
2016-221C	Silver Palm Apartments	Elizabeth Wong	APC Silver Palm Development, LLC	2,169,000.00	Y	Y	28	Y	Y	NC	114,829.41	B	Y	3
2016-222C	The Vineyard	Nick A Inamdar	The Gatehouse Group LLC	2,525,536.00	Y	Y	28	Y	Y	NC	113,694.12	B	Y	23
2016-223C	The Gardens at the Pearl	Nick A Inamdar	The Gatehouse Group LLC	1,841,597.00	Y	Y	28	Y	Y	NC	113,694.15	B	Y	44
2016-224C	Virginia Place	Kimberly M. Murphy	Royal American Development, Inc.	2,175,000.00	Y	Y	28	Y	Y	NC	107,554.95	A	Y	14
2016-225C	Highland Park Senior Apartments	Donald W Paxton	WOB Beneficial Development 16, LLC	2,481,915.00	Y	Y	28	Y	Y	NC	111,686.18	A	Y	35
2016-226C	Vista Allapattah	Kimberly M. Murphy	Royal American Development, Inc.	2,561,000.00	Y	Y	28	Y	Y	NC	100,213.04	A	Y	5
2016-227C	Armstrong Gardens	Matthew Rieger	HTG Armstrong Developer, LLC	1,851,477.00	Y	Y	28	Y	Y	NC	110,874.99	A	Y	26
2016-228C	Northside Transit Village III	Elizabeth Wong	APC Northside Property III Development, LLC	2,561,000.00	Y	Y	28	Y	Y	NC	96,844.54	A	Y	46
2016-229C	Bella Vida	Nick A Inamdar	The Gatehouse Group LLC	2,088,409.00	Y	N	28	Y	Y	NC	113,694.15	B	Y	17
2016-230C	Tequesta Point	Matthew Rieger	HTG Tequesta Point Developer, LLC	1,550,523.63	Y	Y	28	Y	Y	NC	110,874.99	A	Y	37
2016-232C	Rosemary Cove	Matthew Rieger	HTG Rosemary Cove Developer, LLC	2,499,494.00	Y	N	28	Y	Y	NC	100,620.66	A	Y	28
2016-233C	City Place Apartments	Francisco A Rojo	Landmark Development Corp.	2,561,000.00	Y	Y	28	Y	Y	NC	115,245.00	B	Y	49
2016-235C	Northside Urban View	David O. Deutch	Pinnacle Housing Group, LLC	1,940,000.00	Y	Y	28	Y	Y	NC	111,707.84	A	Y	40
2016-236C	Rio at Flagler	Kimberly M. Murphy	Royal American Development, Inc.	1,825,000.00	Y	Y	28	Y	Y	NC	109,500.00	A	Y	10
2016-237C	Serenity Tower	David O. Deutch	Pinnacle Housing Group, LLC	2,240,000.00	Y	Y	28	Y	Y	NC	112,000.00	A	Y	30
2016-238C	Princeton Park	Matthew Rieger	HTG Princeton Park Developer, LLC	2,561,000.00	Y	N	28	Y	Y	NC	109,546.07	A	Y	1
2016-239C	Naranja Lakes	Alberto Milo, Jr.	Naranja Lakes Apartments Developer, LLC	2,073,980.00	Y	N	28	Y	Y	NC	102,466.21	A	Y	21
2016-240C	Club Mariner Apartments	Alberto Milo, Jr.	Club Mariner Apartments Developer, LLC	1,593,666.00	Y	Y	28	Y	Y	NC	113,960.02	B	Y	42
2016-241C	Casaluna	Matthew Rieger	HTG Casaluna Developer, LLC	1,946,472.00	Y	Y	28	Y	Y	NC	110,874.99	A	Y	12
2016-242C	Regatta Place	Mara S. Mades	Cornerstones Group Partners, LLC	2,100,000.00	Y	Y	28	Y	Y	NC	116,442.31	B	Y	33
2016-245C	Mandarin Village Seniors	Matthew Rieger	HTG Mandarin Village Seniors Developer, LLC	2,221,772.38	Y	N	28	Y	Y	NC	110,874.99	A	Y	6
2016-246C	Courtside Apartments, Phase III	Matthew Rieger	AMC HTG 3 Developer, LLC	1,971,111.00	Y	Y	28	Y	Y	NC	110,874.99	A	Y	47
2016-247C	Urban Poine Senior Residences	David O. Deutch	Pinnacle Housing Group, LLC	2,421,000.00	Y	Y	28	Y	Y	NC	108,945.00	A	Y	38
2016-248C	Little River Apartments	Alberto Milo, Jr.	Little River Apartments I Developer, LLC	2,561,000.00	Y	Y	28	Y	Y	NC	88,650.00	A	Y	29

RFA 2015-108 All Applications

Application Number	Name of Development	Name of Contact Person	Name of Developers	HC Funding Amount	Eligible For Funding?	Qualifies for the Non-South Miami Goal?	Total Points	Development Category Preference	Per Unit Construction Funding Preference	Development Category	Total Corp Funding Per Set-Aside	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2016-249C	City Terrace	Stephanie Williams	Opalocka Community Development Corporation, Inc.	1,852,806.00	Y	Y	28	Y	Y	NC	106,892.65	A	Y	20
2016-250C	Courtside Apartments, Phase II	Matthew Rieger	AMC HTG 2 Developer, LLC	2,561,000.00	Y	Y	28	Y	Y	NC	96,037.50	A	Y	11
2016-251C	Pinnacle at Urban Pointe	David O. Deutch	Pinnacle Housing Group, LLC	2,420,000.00	Y	Y	28	Y	Y	NC	108,900.00	A	Y	31
2016-252C	The Jasmine	Nick A Inamdar	The Gatehouse Group LLC	2,397,397.00	Y	Y	28	Y	Y	NC	112,377.98	A	Y	2
2016-253C	Coral Bay Cove	Francisco A Rojo	Landmark Development Corp.	2,010,000.00	Y	N	28	Y	Y	NC	109,425.52	A	Y	22
2016-254C	Brisas del Este	Alberto Milio, Jr.	Brisas del Este Apartments Developer, LLC	2,546,428.00	Y	Y	28	Y	Y	NC	86,810.05	A	Y	43
2016-256C	Harmony Tower	David O. Deutch	Pinnacle Housing Group, LLC	2,515,000.00	Y	Y	28	Y	Y	NC	110,955.88	A	Y	34
2016-257C	The Villages Apartments, Phase II	Elon J Metzger	New Urban Development, LLC, Cornerstone Group Partners, LLC	2,561,000.00	Y	Y	28	Y	Y	NC	96,037.50	A	Y	4
2016-258C	Mandarin Village Family	Matthew Rieger	HTG Mandarin Village Family Developer, LLC	2,332,861.00	Y	N	28	Y	Y	NC	110,874.99	A	Y	25
2016-259C	The Mosaic	Nick A Inamdar	The Gatehouse Group LLC	2,021,229.00	Y	Y	28	Y	Y	NC	115,694.13	B	Y	45
2016-260C	Citrus Point	Matthew Rieger	HTG Citrus Point Developer, LLC	2,221,772.38	Y	N	28	Y	Y	NC	110,874.99	A	Y	16
2016-261C	Windmill Farms	Francisco A Rojo	Landmark Development Corp.	2,005,000.00	Y	N	28	Y	Y	NC	109,153.32	A	Y	36
2016-262C	Los Molinos	David O. Deutch	Pinnacle Housing Group, LLC	2,490,000.00	Y	Y	28	Y	Y	NC	107,740.38	A	Y	7
2016-264C	Puerta del Sol	David O. Deutch	Pinnacle Housing Group, LLC	2,490,000.00	Y	Y	28	Y	Y	NC	109,852.94	A	Y	48
2016-265C	Santa Cruz Isles	Lewis V. Swezy	Lewis V. Swezy, RS Development Corp.	2,154,566.00	Y	N	28	Y	Y	NC	108,020.17	A	Y	18
2016-269C	Metro Spring Garden Apartments	Donald W Paxton	WOB Beneficial Development 16 LLC	2,066,173.00	Y	Y	28	Y	Y	NC	113,387.54	A	Y	41
2016-270C	Northside Transit Village II	Elizabeth Wong	APC Northside Property II Development, LLC	2,561,000.00	Y	Y	28	Y	Y	NC	105,729.36	A	Y	32

RFA 2015-108 All Applications

Application Number	Name of Development	Name of Contact Person	Name of Developers	HC Funding Amount	Eligible For Funding?	Qualifies for the Non-South Miami Goal?	Total Points	Development Category Preference	Per Unit Construction Funding Preference	Development Category	Total Corp Funding Per Set-Aside	Leveraging Classification	Florida Job Creation Preference	Lottery Number
<b>Ineligible Applications</b>														
2016-231C	Antillean	William T. Fabbri	The Richman Group of Florida, Inc.	1,700,000.00	N	Y	28	Y	Y	NC	107,161.94		Y	8
2016-234C	Old Town Floridian Village	Kimberly M. Murphy	Royal American Development, Inc., Green Mills Holdings, LLC	2,375,000.00	N	N	28	Y	Y	NC	109,404.59		Y	19
2016-243C	Centera	Mara S. Mades	Cornerstone Group Partners, LLC	2,060,000.00	N	N	10	Y	Y	NC	118,617.60		Y	24
2016-244C	Sunset Pointe	Mara S. Mades	Cornerstone Group Partners, LLC	1,600,000.00	N	N	10	Y	Y	NC	116,848.03		Y	15
2016-255C	The Villages Apartments, Phase III	Elon J Metzger	New Urban Development, LLC, Cornerstone Group Partners, LLC	2,561,000.00	N	Y	28	Y	Y	NC	109,757.14		Y	13
2016-263C	Mallorca Isles	Lewis V. Swezy	Lewis V. Swezy, RS Development Corp.	2,164,566.00	N	N	28	Y	Y	NC	108,020.17		Y	27
2016-266C	Princeton Crossings	Lewis V. Swezy	Lewis V. Swezy, RS Development Corp.	2,560,297.00	N	N	28	Y	Y	NC	95,826.50		Y	39
2016-267C	Crystal Villas	Lewis V. Swezy	Lewis V. Swezy, RS Development Corp.	2,560,297.00	N	N	28	Y	Y	NC	95,826.50		Y	9
2016-268C	Stadium Tower Apartments	Lewis V. Swezy	Lewis V. Swezy, RS Development Corp.	2,079,206.00	N	Y	28	Y	Y	NC	117,705.05		Y	50

On May 6, 2016, 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., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.



miamidade.gov

**Water and Sewer**  
PO Box 330316 • 3071 SW 38 Avenue  
Miami, Florida 33233-0316  
T 305-665-7471

November 17, 2015

The Village Miami LLC  
8500 N.W. 25 Avenue  
Miami, Florida 33147

**Re: Water and Sewer Availability for (15-310502) for "The Villages Apartments, Phase II", construction and connection of 120 apartments, located on the south side of N.W. 69th Street, approximately 125 feet southwest of the intersection of NW 69th Street and NW 8th Avenue, Miami, Florida, Folio # 01-3114-071-0010.**

**Ladies and Gentlemen:**

This letter is in response to your inquiry regarding water and sewer availability to the above-referenced property for the construction of one hundred twenty (120) apartments.

The County owns and operates an existing twenty-four (24) inch water main in N.W. 10 Avenue at N.W. 69 Street, to which the developer shall connect and install a twelve (12) inch water main easterly in N.W. 69 Street to the northeast corner of the property, interconnecting to an existing six (6) inch water main at that location. Any public water main extension within the property shall be twelve (12) inches minimum in diameter. If two (2) or more fire hydrants are to be connected to a public water main extension within said property, the water system shall be looped with two (2) points of connection.

Due to the current Conditional Moratorium status of Pump Station 62, the existing gravity sewer associated with said pump station, which abuts the developer's property, is not available for connection at the present time. At the time the Conditional Moratorium status of PS 62 is lifted, or if the developer can provide the Department with an active sewer allocation letter issued by the County Regulatory and Economic Resources Department (RER), then the developer shall connect to an existing ten (10) inch gravity sewer (manhole #383) in N.W. 69 Street at N.W. 7 Court, provided there is sufficient capacity and depth, and subject to the Department's rules, regulations, and standards, and any applicable governmental approvals and restrictions. If unity of title does not apply, then any gravity sewer within the property shall be public and eight (8) inch minimum in diameter. Otherwise the developer shall install a private pump station, as long as all legal requirements are met. The developer shall connect to an existing twenty (20) inch sewer force main in N.W. 14 Avenue south of N.W. 61 Street and extend an eight (8) inch sewer force main as necessary to provide service to the subject property. Other points of connection may be established subject to approval of the Department.

There are existing sewer mains within the property, either in existing dedicated rights-of-way or easements, which need to be removed and relocated if in conflict with the proposed development. Easements associated with mains to be removed and relocated shall be closed and vacated before starting construction in the easement areas. In case of rights-of-way to be closed and vacated within the property, mains shall be removed and relocated, if needed, before closing/vacating them. Services to existing customers cannot be interrupted.

Construction connection charges and connection charges shall be determined once the developer enters into an agreement for water and sewer service, provided the Department is able to offer those services at the time of the owner's request. Information concerning the estimated cost of facilities must be obtained from a consulting engineer. All costs of engineering and construction will be the

Exhibit D

responsibility of the property owner. Easements must be provided covering any on-site facilities that will be owned and operated by the Department.

Please be advised that the right to connect the referenced property to the Department's sewer system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the County and the United States, the State of Florida and/or any other governmental entity, including but not limited to, the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

This letter is for informational purposes only and conditions remain in effect for thirty (30) days from the date of this letter. Nothing contained in this letter provides the developer with any vested rights to receive water and/or sewer service. The availability of water and/or sewer service is subject to the approval of all applicable governmental agencies having jurisdiction over these matters. When development plans for the subject property are finalized, and upon the owner's request, we will be pleased to prepare an agreement for water and/or sewer service, provided the Department is able to offer those services at the time of the developer's request. The agreement will detail requirements for off-site and on-site facilities, if any, points of connection, connection charges, capacity reservation and all other terms and conditions necessary for service in accordance with the Department's rules and regulations.

If we can be of further assistance in this matter, please contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Douglas Pile', with a stylized flourish extending to the right.

**Douglas Pile, Esq.**  
**New Business Contracting Officer**

**LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - FEE WAIVER FORM**

Name of Development: The Villages Apartments, Phase II  
On the south side of NW 69th Street, approximately 125 feet southwest of the intersection of NW  
Development Location: 69th Street and NW 8th Avenue, Miami, Florida  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of Miami-Dade County, pursuant to  
(Name of City or County)

Ordinance #88-12, waived the following fees: \_\_\_\_\_  
(Reference Official Action, cite Ordinance or Resolution Number and Date)  
Road Impact Fees

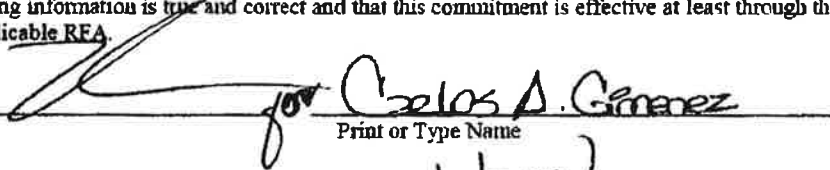
Amount of Fee Waiver: \$ 376,864.49

No consideration or promise of consideration has been given with respect to the fee waiver. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. This fee waiver is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable REA.

Signature



Print or Type Name

Print or Type Title

NOTE TO LOCAL GOVERNMENT OFFICIAL: Waivers that are not specifically made for the benefit of this Development but are instead of general benefit to the area in which the Development is located will NOT qualify as a contribution to the Development. Further, the fact that no impact fees or other fees are levied by a local jurisdiction for ANY type of development DOES NOT constitute a "Local Government Contribution" to the proposed Development. Similarly, if such fees ARE levied by the local jurisdiction but the nature of the proposed Development exempts it (e.g., typically, a Rehabilitation Development is not subject to impact fees), for purposes of this form, no "Local Government Contribution" exists and no points will be awarded.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or "white-out" or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, P.A.C.

(Form Rev. 01-14)

REA 2015-08





Donna Kelce  
FIRST VICE PRESIDENT

SunTrust Community Capital, LLC  
200 South Orange Avenue, 5<sup>th</sup> Floor  
Orlando, FL 32801  
Tel 407-237-8019  
donna.kelce@suntrust.com

November 16, 2015

Mr. Elon Metoyer  
The Village Miami Phase II, Ltd.  
8500 NW 25<sup>th</sup> Ave.  
Miami, FL 33147

**Re:** The Villages Apartments, Phase II, a new construction apartment complex to-be-built with 120 units of elderly affordable housing located in Miami, FL.

Dear Elon:

This letter expresses the intent and summarizes the terms and conditions pursuant to which an affiliate of Suntrust Community Capital, LLC ("Limited Partner") will purchase a limited partnership interest in The Village Miami Phase II, Ltd. The General Partner agrees and acknowledges that all information provided herein shall be true, correct, and complete in all material respects.

**1. Summary:**

**Beneficiary of Equity Proceeds:** The Village Miami Phase II, Ltd.

**Equity Paid Prior to Construction Completion:** \$7,042,045

**Eligible Housing Credit Request Amount:** \$2,561,000 of annual tax credits

**Dollar Amount of Housing Credit Allocation to be Purchased:** \$25,607,439 of total tax credits (10 years of tax credits times the Limited Partner's 99.99% ownership)

**Total Equity to Be Provided** \$28,168,183

**2. Project Information:**

**Partnership Name:** The Village Miami Phase II, Ltd. a Florida limited partnership ("Partnership").

**Project Name/Description:** The Villages Apartments, Phase II. A 120-unit new construction apartment complex and related site amenities.

**General Partners:** Cornerstone Village II, LLC, a Florida limited liability company and ULGM Village II, LLC a Florida limited liability company.

**Developers:** Cornerstone Group Partners, LLC and New Urban Development, LLC will act as the Developers of the property, pursuant to a Development Agreement acceptable to Limited Partner.

**General Contractor:** CSG Construction, LLC, will be the general contractor.

**Management Company:** CSG Management Services, LLC shall be the initial Management Company.

**Limited Partner Pay  
In Schedule:**

**Capital Contribution #1:** (15%) \$4,225,227 to be provided prior to or simultaneously with the closing of the Construction Loan.

**Capital Contribution #2:** (10%) \$2,816,818 upon receipt of 1) Certification by Limited Partner Construction Inspector that the Project is 75% complete in accordance with the plans and specifications.

**Capital Contribution #3:** (15%) \$4,225,227 upon receipt of 1) certification by Limited Partner Construction Inspector that the Project was completed in accordance with the plans and specifications, and 2) acknowledgement by Lender of completion of the Project in accordance with the Project documents.

**Capital Contribution #4:** (53%) \$14,929,137 upon the latest to occur: 1) evidence that application has been made for Forms 8609 on all LIHTC units, 2) final Accountant's Cost Certification certifying the amount of the Annual Credits, and all costs, 3) physical occupancy of 90% of the units by qualified tenants at pro forma rents and qualified leases, and 4) achievement of debt service coverage of all contemplated payments of principal and interest of 1.15x on first mortgage must pay debt for a period of three (3) consecutive calendar months.

**Capital Contribution #5:** (7%) \$1,971,774 upon the latest to occur of: 1) receipt of properly executed Forms 8609 representing all LIHTC units, 2) stabilized physical occupancy of 93% of the units by Section 42 compliant tenants at pro forma rents and compliant leases for 90 consecutive days, 3) all permanent loans have closed on the property and 4) debt service coverage of all payments of principal and interest of 1.20x on 1<sup>st</sup> mortgage hard debt for three (3) consecutive calendar months.

**Representations and Warranties:** Customary representations and warranties with respect to the Project, the Partnership, and the low income tax benefits to Limited Partner will be made jointly and severally by the General Partner and the Guarantors, as set forth in the Project Documents.

**Replacement Reserve**

The Partnership will establish and maintain a reserve for capital replacements at the higher of \$300.00 per unit per year (increased annually by 3%) or an amount required by the permanent lender.

**Cash Flow:**

After payment of all operating expenses and debt service, cash flow (after the stabilization of the Project) will be distributed within ninety (90) days after the end of each fiscal year, in the following priority:

- (i) Pay STCC for any amounts due as a result of any unpaid Credit Adjuster amount to be outlined in the Project Documents and not reimbursed by the Guarantors
- (ii) Restore Working Capital Reserve
- (iii) Distribute funds to the Partners as necessary to enable them to pay taxes on their respective shares of taxable income from the Partnership
- (iv) Voluntary Partner Loans
- (v) Asset Management Fee
- (vi) Deferred Developer Fee
- (vii) Negative Cash Flow Loans;
- (viii) Incentive Management Fee, if applicable
- (ix) The balance, 90% to the General Partner and 10% to Limited Partner

**Capital Transactions:**

During the LIHTC compliance period, Limited Partner must approve terms and conditions related to any financing, refinancing or substitute credit enhancement of the Project. Use of proceeds from any sale, financing or refinancing would be prioritized as follows:

- (i) Debts and obligations, including expenses associated with sale or refinancing
- (ii) Pay Limited Partner for any amounts due as a result of any unpaid Credit Adjuster amount to be outlined in the Project Documents and not reimbursed by the Guarantors
- (iii) Funding of any required Reserves (if refinancing)
- (iv) Voluntary Partner Loans
- (v) Asset Management Fees
- (vi) Deferred Developer Fee
- (vii) Negative Cash Flow Loans
- (viii) \$1,000 to the Special Limited Partner
- (ix) The balance, 90% to the General Partner and 10% to Limited Partner.

*This Term Sheet is for your confidential use only and is sent to you on the condition that neither the existence of this Term Sheet nor its contents will be disclosed publicly or privately to any person or entity, except to those of the Company's officers, employees, agents, counsel or accountants directly involved with this proposed financing and then only on the basis that it not be further disclosed. Without limiting the generality of the foregoing, none of such persons shall use or refer to the Bank or any of its affiliates in any disclosure made in connection with the proposed transaction without the Bank's prior written consent.*

*This entire proposal is made based on representations by the General Partner, the Developer, and/ or their agents, as to all facts regarding the Project, including but not limited to , the credit worthiness and financial viability of the General Partner, project Partnership, and the Guarantors. STCC's investment is subject to receipt, review and approval of all environmental and geological reports, site inspections, appraisal, market study, personal and / or corporate financial statements of the Guarantors and General Partners, revised construction budgets, revised development budget and total project costs, plans and specifications, financing sources, cash flow projections, the construction contract and other items deemed necessary by STCC to make an informed investment decision. Terms are subject to change upon the completion of STCC's due diligence, and changes to the financial projections and other pertinent information provided by you or your agents. STCC's investment is contingent upon final STCC approval, regulatory approval, and mutually acceptable terms and conditions contained in the Project Documents. The Project Documents will supersede this letter.*

*We are pleased to have this opportunity to partner with you on this property. Should you have any questions or comments please give me a call. Unless acknowledged, this proposal will expire on November 30, 2015. Once acknowledged, the proposal will remain in effect until June 30, 2016.*

Sincerely,



Donna R. Kelce  
First Vice President

Agreed to and accepted this 16th day of November, 2015, by:

The Village Miami Phase II, Ltd



By: \_\_\_\_\_  
Mara S. Madas, Vice President, Cornerstone Village II, LLC

Its: Co-General Partner

**SURVEYOR CERTIFICATION FORM**

Name of Development: The Villages Apartments, Phase II  
 Development Location: On the south side of NW 69th Street, approximately 125 feet southwest of the intersection of NW 69th Street and NW 8th Avenue, Miami, Florida

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site<sup>1</sup> where the Development Location Point is located.)

The undersigned Florida licensed surveyor confirms that the method used to determine the following latitude and longitude coordinates conforms 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).*

State the Development Location Point: <sup>2</sup>	N <u>25</u> Degrees	<u>50</u> Minutes	<u>15.40</u> Seconds (represented to 2 decimal places)	W <u>80</u> Degrees	<u>12</u> Minutes	<u>39.90</u> Seconds (represented to 2 decimal places)
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To be eligible for proximity points, Degrees and Minutes must be stated as whole numbers and Seconds must be represented to 2 decimal places.

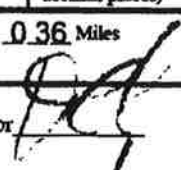
Transit Service – State the latitude and longitude coordinates for one (1) Transit Service on the chart below.<sup>3</sup>

	Latitude			Longitude		
	N Degrees	Minutes	Seconds (represented to 2 decimal places)	W Degrees	Minutes	Seconds (represented to 2 decimal places)
Public Bus Stop						
Public Bus Transfer Stop	N <u>25</u> Degrees	<u>49</u> Minutes	<u>57.25</u> Seconds (represented to 2 decimal places)	w <u>80</u> Degrees	<u>12</u> Minutes	<u>30.31</u> Seconds (represented to 2 decimal places)
Public Bus Rapid Transit Stop	N Degrees	Minutes	Seconds (represented to 2 decimal places)	W Degrees	Minutes	Seconds (represented to 2 decimal places)
SunRail Station, MetroRail Station, or TriRail Station	N Degrees	Minutes	Seconds (represented to 2 decimal places)	W Degrees	Minutes	Seconds (represented to 2 decimal places)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Transit Service is:						<u>0.38</u> Miles

Community Services - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.<sup>3</sup>

Grocery Store:	Latitude			Longitude		
	N Degrees	Minutes	Seconds (represented to 2 decimal places)	W Degrees	Minutes	Seconds (represented to 2 decimal places)
Name - <u>Presidente Supermarket</u> Address - <u>645 NW 62nd St</u> <u>Miami, FL 33150</u>	N <u>25</u> Degrees	<u>50</u> Minutes	<u>00.30</u> Seconds (represented to 2 decimal places)	w <u>80</u> Degrees	<u>12</u> Minutes	<u>27.34</u> Seconds (represented to 2 decimal places)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Grocery Store is:						<u>0.36</u> Miles

Initials of Surveyor



**SURVEYOR CERTIFICATION FORM**

Medical Facility:	Latitude			Longitude		
Name - <u>CAC Medical Center</u> Address - <u>6269 NW 7th Ave</u> <u>Miami, FL 33150</u>	N <u>25</u> Degrees	<u>49</u> Minutes	<u>58.62</u> Seconds (represented to 2 decimal places)	W <u>80</u> Degrees	<u>12</u> Minutes	<u>30.02</u> Seconds (represented to 2 decimal places)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Medical Facility is:					<u>0.36</u> Miles	
Pharmacy:	Latitude			Longitude		
Name - <u>Walgreens</u> Address - <u>6200 NW 7th Ave</u> <u>Miami, FL 33150</u>	N <u>25</u> Degrees	<u>49</u> Minutes	<u>57.39</u> Seconds (represented to 2 decimal places)	W <u>80</u> Degrees	<u>12</u> Minutes	<u>31.95</u> Seconds (represented to 2 decimal places)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Pharmacy is:					<u>0.37</u> Miles	
Public School:	Latitude			Longitude		
Name - _____ Address - _____	N _____ Degrees	_____ Minutes	_____ Seconds (represented to 2 decimal places)	W _____ Degrees	_____ Minutes	_____ Seconds (represented to 2 decimal places)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Public School is:					_____ Miles	

If the Corporation discovers that there are any false statements made in this certification, the Corporation will forward a copy to the State of Florida Department of Business and Professional Regulation for investigation.

**CERTIFICATION** - Under penalties of perjury, I declare that the foregoing statement is true and correct

  
\_\_\_\_\_  
Signature of Florida Licensed Surveyor

LS 5118  
\_\_\_\_\_  
Florida License Number of Signatory

Daniel C. Laak  
\_\_\_\_\_  
Print or Type Name of Signatory

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

This certification consists of 3 pages. This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. If the certification is inappropriately signed, the Application will not be eligible to receive proximity points. If this certification contains corrections or 'white-out', or if it is altered or retyped, the form will not be considered. The certification may be photocopied. To be considered for scoring purposes, at least pages 1 and 2 of this 3 page certification form must be provided by the Applicant.

**SURVEYOR CERTIFICATION FORM**

<sup>1</sup> "Scattered Sites," as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a "Scattered Site"). For purposes of this definition "contiguous" means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street.

<sup>2</sup> "Development Location Point" means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.

<sup>3</sup> The latitude and longitude coordinates for all Proximity Services must represent a point as outlined on the Coordinates Location Chart set out below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds represented to 2 decimal places. If the degrees and minutes are not stated as whole numbers and the seconds are not represented to 2 decimal places, the Applicant will not be eligible for proximity points for that service.

Coordinates Location Chart																									
Service	Location where latitude and longitude coordinates must be obtained																								
Community Services	Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.																								
Transit Services	<p>For Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, TriRail Rail Stations and MetroRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the bus or train.</p> <p>For the following Phase 1 SunRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the train:</p> <p style="text-align: center;"><u>Phase 1 SunRail Station Name</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Altamonte Springs Station</td> <td style="width: 50%;">Church Street Station</td> </tr> <tr> <td>DeBary Station</td> <td>Florida Hospital Station</td> </tr> <tr> <td>Lake Mary Station</td> <td>LYNX Central Station</td> </tr> <tr> <td>Longwood Station</td> <td>Maitland Station</td> </tr> <tr> <td>Orlando Amtrak/ORMC Station</td> <td>Sand Lake Road Station</td> </tr> <tr> <td>Sanford/SR46 Station</td> <td>Winter Park/Park Ave Station</td> </tr> </table> <p>For the following Phase 2 SunRail Rail Stations, coordinates must represent coordinates listed below:</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;"><u>Phase 2 SunRail Station Name</u></th> <th style="text-align: left;"><u>Coordinates</u></th> </tr> </thead> <tbody> <tr> <td>Deland Amtrak Station</td> <td>N 29 01 02.25, W 81 21 09.24</td> </tr> <tr> <td>Meadow Woods Station</td> <td>N 28 23 12 19, W 81 22 26.59</td> </tr> <tr> <td>Osceola Parkway Station</td> <td>N 28 20 35 55, W 81 23 24.07</td> </tr> <tr> <td>Kissimmee Amtrak Station</td> <td>N 28 17 34.93, W 81 24 17.37</td> </tr> <tr> <td>Poinciana Industrial Park Station</td> <td>N 28 15 32 04, W 81 29 08.17</td> </tr> </tbody> </table>	Altamonte Springs Station	Church Street Station	DeBary Station	Florida Hospital Station	Lake Mary Station	LYNX Central Station	Longwood Station	Maitland Station	Orlando Amtrak/ORMC Station	Sand Lake Road Station	Sanford/SR46 Station	Winter Park/Park Ave Station	<u>Phase 2 SunRail Station Name</u>	<u>Coordinates</u>	Deland Amtrak Station	N 29 01 02.25, W 81 21 09.24	Meadow Woods Station	N 28 23 12 19, W 81 22 26.59	Osceola Parkway Station	N 28 20 35 55, W 81 23 24.07	Kissimmee Amtrak Station	N 28 17 34.93, W 81 24 17.37	Poinciana Industrial Park Station	N 28 15 32 04, W 81 29 08.17
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If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location.

**AFFIDAVIT**

Before me, the undersigned authority, personally appeared Mark Steven Johnson, who being duly sworn, states that he personally knows the following facts and that the same are true and correct.

1. My name is Mark Steven Johnson. I am licensed by the State of Florida as a professional surveyor. My license numbers is 4775. I am submitting this Affidavit on behalf of Jasmine Housing, Ltd. ("Jasmine") and I am not related to Jasmine or any principals or financial beneficiaries of Jasmine.
2. Jasmine is challenging an application filed by The Village Miami, Phase II, Ltd. ("Villages") submitted under RFA 2015-108 to Florida Housing Finance Corporation (application #2016-257C).
3. As part of the Application, Villages submitted as Attachment 12 a "Surveyor Certification Form" ("Certification") indicating the location of certain transit services and community services and their proximity to the development proposed by Villages. Attached as Exhibit "A" is a copy of the Certificate. Under the subheading "Public Bus Transfer Stop", coordinates were entered indicating the location of such bus stop.
4. On May 19, 2016, under my supervision, a Schwebke-Shiskin & Associates, Inc. survey crew visited the location and the specific coordinates referenced above, and determined that such coordinates corresponded to a bus stop located on the east side of NW 7<sup>th</sup> Avenue and approximately 107 feet northeast of the centerline intersection of NW 7<sup>th</sup> Avenue and NW 62 Street in the City of Miami.

Under penalties of perjury, I declare that these statements are true and correct.

 05/20/16

Mark Steve Johnson

Professional Surveyor and Mapper

State of Florida License No. 4775

Dated May 19, 2016

**Exhibit H**

State of Florida )  
 )SS  
County of Broward )

Sworn to and subscribed before me this 20 day of May, 2016 by Mark Steven Johnson, who is personally known to me or has produced his Driver's License as identification. Witness my hand and official seal this 20 day of May, 2016.

*Lynda M Deeser*

Notary Public

State of Florida

My Commission Expires:

