STATE OF FLORIDA FLORIDA HOUSING FINANCE CORPORATION

MHP FL VIII LLLP,

FHFC Case No. RFA No. 2020-205

Petitioner,

App. No. 2021-266BSN

v.

FLORIDA HOUSING FINANCE CORPORATION

Respondent.

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

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

The Parties and the RFA

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

- 2. Florida Housing is a public corporation created by section 420.504, Florida Statutes, to administer the governmental function of financing or refinancing affordable housing. Florida Housing's statutory authority and mandates are found in Part V, Chapter 420, Florida Statutes. *See* §§ 420.501- 420.55, Fla. Stat.
- 3. Florida Housing administers competitive solicitations to make and service mortgage loans for new construction or rehabilitation of affordable housing through several programs, including the State Apartment Incentive Loan (SAIL) Program. *See* ch. 67-60, Fla. Admin. Code.
- 4. Florida Housing published Request for Applications No. 2020-205 (the "RFA") in order to solicit proposals for the development of affordable housing for Families and for the Elderly using SAIL Program funding as gap funding in conjunction with Tax-Exempt Bond Financing, Non-Competitive Housing Credits, and National Housing Trust Funds.
- 5. Through the RFA, Florida Housing announced that it expected to offer an estimated \$88,959,045 comprised of a part of the Family and Elderly demographic portion of SAIL funding approved by the 2020 Florida Legislature.
- 6. MHP is a Florida limited partnership in the business of providing affordable housing. MHP is located at 601 Brickell Key Drive, Suite 700, Miami, Florida 33131. For purposes of this proceeding, MHP's address, telephone number and email address are those of its undersigned counsel.
- 7. MHP submitted a proposal in response to the RFA, Application No. 2021-266BSN, as did several other applicants.
- 8. MHP's Application was fully responsive to the requirements of the RFA but was not selected for funding.

- 9. Applications filed by Fulham Terrace, Ltd. ("Fulham Terrace"), and Quiet Meadows, LTD ("Quiet Meadows") were all selected for funding, as were other applicants.
- 10. As set forth below, the Applications filed by Fulham Terrace and Quiet Meadows failed to satisfy material requirements of the RFA, or were deemed to be eligible for certain preferences for which the Applications did not qualify.

Notice and Authority for Petition

- 11. On October 15, 2020, Florida Housing issued the RFA.
- 12. On October 21, November 3, and November 9, Florida Housing modified the RFA.
- 13. Applications in response to the RFA were due November 18, 2020.
- 14. Florida Housing received ninety (90) applications in response to the RFA.
- 15. MHP is a responsible applicant that filed an application that was fully responsive to the material requirements of the RFA. MHP was deemed eligible for funding by Florida Housing, but was not selected for financing.
- 16. MHP received notice of Florida Housing's preliminary RFA scoring and ranking through electronic posting on January 22, 2021 at 2:55 p.m. A copy of the Notice posted on Florida Housing's website is attached as Exhibit "A".
- 17. On January 27, 2021, MHP timely filed its Notice of Intent to Protest, attached as Exhibit "B".
- 18. MHP's First Protest and Petition was timely filed on February 8, 2021, pursuant to Sections 120.569, 120.57(1) and 120.57(3), Florida Statutes, and Florida Administrative Code Chapters 28-110, 67-48, and 67-60.
- 19. MHP now files its Amended Formal Written Protest and Petition for Formal Administrative Proceedings.

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

RFA 2020-205 Goals and Criteria

- 21. The RFA sought proposals for affordable housing that would serve Families or the Elderly. The RFA also announced certain preferences, including preferences for proposals that met the needs of Veterans and Applicants that were "Self-Sourced." ¹
 - 22. The RFA provided the following funding goals:
 - Two Elderly, New Construction Applications located in a Large County, with a preference for at least one Application that qualifies for the Veteran's Preference.
 - Three Family, New Construction Applications located in a Large County, with a preference that at least two Applications are from Self-Sourced Applicants.
 - One Elderly, New Construction Application located in a Medium County, with a preference for Applications that qualify for the Veteran's Preference.
 - Two Family, New Construction Applications located in a Medium County, with a preference that at least one Application is from a Self-Sourced Applicant.

See RFA § 5, B.3.

Requirement to Submit Responsive Applications

- 23. The RFA contained instructions regarding what must be provided in each responsive application. In order to be selected for funding, Applications were required to meet Eligibility Requirements. *See* § 5, A.1.
- 24. Eligibility items included the selection of a demographic category (Family or Elderly).

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

- 25. Each applicant was also required to identify the location of its proposed development, and identify whether the location was in a small, a medium, or a large county, and evidence of site control, meaning a demonstration that the applicant controlled the land on which it proposed to construct affordable housing.
- 26. Each type of application had certain portions eligible for scoring and portions eligible for funding preferences. For example, an application was eligible to earn "proximity points" based on the distance between the development and points of interest to consumers, including community services such as medical facilities and pharmacies.
- 27. Once deemed eligible, Applications were then scored by a committee of Florida Housing, using scoring guidelines contained within the RFA.

Application Sorting Order

- 28. The RFA then provided a sorting order in order to select applicants for funding. The RFA provided that the highest scoring Applications would be determined by first sorting all eligible Applications from highest score to lowest score, with any scores that are tied separated in the following order:
 - a. By the Application's eligibility for the Per Unit Construction Funding Preference (which is outlined in Section Four A.11.d. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
 - b. Next, by the Application's Leveraging Level number (which is outlined in Item 3. of Exhibit C) with Applications that have a lower Leveraging Level number listed above Applications that have a higher Leveraging Level number; Complete RFA reflecting 11-3-20 and 11-9-20 modifications;
 - c. By the Application's eligibility for the Proximity Funding Preference (which is outlined in Section Four A.5.e. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the preference;
 - d. By the Application's eligibility for the Grocery Store Funding Preference (which is outlined in Section Four A.5.e. of the RFA) with Applications that qualify for the preference listed above Applications that do not qualify for the

preference;

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

Funding Selection Process

- 29. The RFA mandated a Funding Selection process for the selection of seven Medium and Large County, New Construction Applications. *See* RFA, § 5, B.5.
- 30. The first application was to be awarded to the highest ranking Application located in Miami-Dade or Broward County, regardless of whether the Application would serve the Family or Elderly demographic or other preferences.
- 31. The second Application was dependent on the first award. If the first award was for Miami-Dade Elderly, then the second award would go to a Broward Application for Family housing, with a preference awarded to a Self-Sourced Application. If the first award went to an Elderly Application in Broward, then the second award would go to a Family Application in Miami-Dade, again with a preference for Self-Sourced Applications. The RFA's Funding Selection Process went on to specify that if the first award was for Family demographic in Miami-Dade, then the second award would go to a Broward Application that either: (i) is for the Elderly and qualifies for a Veteran's preference; or (ii) is a Family Application with a preference for Self-Sourced Applications. Finally, if the first award went to a Family Application in Broward, then the second award would be made to a Miami-Dade Application that either: (i) is Elderly and

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

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

Review Committee Scoring and Selections

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

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

2021-2215	Cutler Manor II	Miami-Dade	L	F
2021- 199BSN	University Station	Broward	L	F
2021-244BS	Princeton Crossings	Miami-Dade	L	F

1 2021-246BS 1	Cadenza at Hacienda Lakes	Collier	М	E, Non- ALF
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2021-258S	Nathan Ridge	Clay	M	F

2021-222BS	St. Peter Claver Place Phase I	Lee	M	F
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Small County Application(s)

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

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

Large County Application(s)

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

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

Quiet Meadows Failed to Demonstrate Site Control

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

- 37. Like all applicants, Quiet Meadows was required to demonstrate site control as a mandatory requirement of the RFA. *See* RFA § 4.A.7, and § 5.A.1. The failure to demonstrate site control would render Quiet Meadows' Application ineligible for selection and funding.
- 38. Quiet Meadows Application failed to demonstrate site control in the manner required by the RFA.
- 39. At Attachment 8 of its Application (attached as Exhibit "D" to this Petition), Quiet Meadows identifies a contract between McCurdy Senior Housing Corporation ("McCurdy") and the City of Belle Glade to sell property (located at 350 S.W. 10th Street in Belle Glade) to McCurdy, dated February 11, 2019. Quiet Meadows' Application also includes another Agreement between McCurdy and McCurdy Center, Ltd. ("McCurdy Center") to sell tracts of land identified as Tracts C, D, and F of the Plat of BELLE GLADE ALF to McCurdy. Quiet Meadows' documentation of site control also includes an Assignment of those Purchase Contracts from McCurdy to the Applicant, Quiet Meadows, Ltd., dated December 1, 2019.
- 40. Thus, Quiet Meadows provided 3 site control documents in Attachment 8 to its Application: (1) Assignment of Purchase Contracts; (2) Contract for Sale & Purchase of a property described as "Property Control No. 04-37-43-31-01-028-0020"; and (3) Contract for Sale & Purchase of properties described as Tracts C, D, and F of the attached plat.
- 41. Section 3.a. of the Contract for the property described as Property Control No. 04-37-43-31-01-028-0020 included the following term:

- 3. <u>CLOSING, EXPENSES AND POSSESSION</u>: The CITY's obligation to close this sale is conditioned upon approval by the City Commission. The CITY will deliver possession of the Property to the BUYER at Closing, at which time the BUYER shall pay the balance of the purchase price. The following are additional details of the Closing:
 - a. Time and Place: The Closing shall take place either (1) within two (2) years after the date this Contract is last executed, contingent upon the current tenant, the Boys and Girls Clubs of Palm Beach County, Inc. ("Tenant"), vacating the Property within those two years; or (2) within sixty (60) days of the Tenant receiving a certificate of occupancy on its new location at 1101 Dr. Martin Luther King, Jr. Blvd. W., Belle Glade (PCN: 04-37-43-31-01-028-0030) provided Tenant has vacated the Property, whichever occurs first. In either case, the Closing is also contingent upon the expiration, termination or surrender of the CITY's lease with the Tenant, dated November 12, 2002 ("Club Lease"). The Closing shall take place at a time and location of mutual agreement among the CITY and the BUYER and BUYER'S lender:
- 42. According to this term, this Contract has a term that expires no later than two years after the date the Contract was last executed on February 11, 2019. Thus, the Contract expires by its own terms on February 11, 2021.
- 43. Notably, this contract for the purchase of property described as Property Control No. 04-37-43-31-01-028-0020 was signed by the Buyer and the Seller, but the Seller neglected to provide the date of their signature. The Buyer's signature was dated February 11, 2019.



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

- 45. However, the RFA requires that eligible contracts must have a term that does not expire before May 31, 2021, or contains extension options solely dependent on additional payment. See RFA § 4.A.7.a.(1)(a).
- 46. In order to be deemed eligible, Section 4.A.7.a.(1)(a) of the RFA requires that any contract to purchase property for development must have a term that does not expire before May 31, 2021:
 - (1) An eligible contract must meet all of the following conditions:
 - (a) It must have a term that does not expire before May 31, 2021 or that contains extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than May 31, 2021.
 - It must specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance;
 - (c) The Applicant must be the buyer unless there is an assignment of the eligible contract, signed by the assignor and the assignee, which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant; and
 - (d) The owner of the subject property must be the seller, or is a party to one or more intermediate contracts, agreements, assignments, options, or conveyances between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to sell the property to the seller. Any intermediate contract must meet the criteria for an eligible contract in (a) and (b) above.

See RFA, § 4.A.7.(1)(a).

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

- 48. Additionally, Quiet Meadows failed to include an intermediate agreement for the purchase of its intended property. According to Section 3.a. of the Contract for property described as Property Control No. 04-37-43-31-01-028-0020, the Closing is "contingent upon the current tenant, the Boys and Girls Clubs of Palm Beach County, Inc. ("Tenant") vacating the Property."
- 49. Quiet Meadows' Application did not include the City of Belle Glades' lease with the Boys and Girls Club, dated November 12, 2002 ("Club Lease"). Without it, it is impossible to know the term of the lease and whether or not the Seller has the exclusive right to terminate the lease.
- 50. Finally, according to Section 14 of the same Contract, the Buyer may assign the Contract with the prior written consent of the City. The applicant did not provide any such consents within the Quiet Meadows Application. If the Seller, the City of Belle Glade, never gave written consent, the Assignment would be deemed invalid.
- 51. Quiet Meadows attempted to demonstrate site control through contracts for several parcels of property. However, those contracts fail to meet the mandatory requirements of the RFA. See RFA § 4.A.7.a.
- 52. The failure to demonstrate site control renders Quiet Meadows' Application ineligible for selection and funding. See RFA § 5.A.1.

Quiet Meadows Failed to Achieve Minimum Transit Service Points

53. Like all applicants that were not eligible for the PHA or RD Proximity Point Boost, Quiet Meadows was required to achieve a minimum of 2 Transit Service Points to be eligible for funding. The failure to achieve a minimum of 2 Transit Service Points would render Quiet

Meadows' Application ineligible for selection and funding. *See* RFA § 4.A.5.e. p 25 of 181, and § 5.A.1., p 85-86 of 181.

- 54. Under the RFA, an applicant was entitled to six (6) Transit Service Points for three (3) Public Bus Stops located within 0.30 miles of the Development Location Point. *See* RFA Exh. C, 2.a., Transit Scoring Chart, p. 127 of 181.
 - 55. The RFA defined what was meant by a "public bus stop":

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

. .

Large Counties: 18 scheduled stops".

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

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

- 57. The coordinates for Public Bus Stop 3 located at 26.682176 and -80.678247 correspond with a bus stop near the southwest corner of Southwest Martin Luther King Boulevard and Southwest 10th Street, PalmTran Bus Stop ID 5068. However, contrary to the RFA, this bus stop does not qualify as a Public Bus Stop as defined in the RFA because (i) it only serves one bus route, Route 47 Southbound, that does not stop hourly during the times of 4pm to 6pm Monday through Friday and (ii) does not have at least 18 scheduled stops within a 24 hour period, Monday through Friday. A copy of the bus route schedule for Route 47 Southbound at Bus Stop 5068 is attached as Exhibit "G."
- 58. The coordinates for Public Bus Stop 1 located at 26.683591 and -80.679125 do not correspond with any bus stop established or approved by a Local Government department that manages public transportation. A copy of the PalmTran bus stop map reflecting all of its bus stops within the surrounding areas of Quiet Meadows' Development Location Point is attached as Exhibit "H".
- 59. Thus, Quiet Meadows was not entitled to any Transit Service Points for the identified bus stops because Public Bus Stop 2 and Public Bus Stop 3 do not meet the definition of Public Bus Stop as stated in Exhibit B of the RFA and there is no bus stop at the location identified as Public Bus Stop 1.
- 60. Quiet Meadows should have been deemed ineligible for its failure to achieve a minimum of 2 Transit Service Points.

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

61. As part of its application, Quiet Meadows identified Alabama Georgia Grocery located at 748 Dr. M.L.K. Jr Blvd W, Belle Glade, FL 33430, as a nearby Grocery Store. If the

Grocery Store qualified as one within the meaning of the RFA, it would entitle Quiet Meadows to four (4) proximity points. *See* RFA Exh. C, 2.b., Transit Scoring Chart, p. 128 of 181.

- 62. Per the RFA, a Grocery Store is defined, in relevant part, as "[a] retail food store consisting of 4,500 square feet or more of contiguous air-conditioned space available to the public, that has been issued a food permit, current and in force as of the dates outlined below, issued by Florida Department of Agriculture and Consumer Service (FDACS) which designates the store as a Grocery Store or Supermarket within the meaning of those terms for purposes of FDACS-issued food permits." See RFA, Ex. B, Definitions, p. 116 of 181.
- 63. Alabama Georgia Grocery does not satisfy this definition because (i) the grocery store did not have a current and in force food permit issued by FDACS as of the date that is 6 months prior to the Application Deadline and (ii) the grocery store is not designated as a Grocery Store or Supermarket within the meaning of those terms for purposes of FDACS-issued food permits. Rather, Alabama Georgia Grocery is designated as "Convenience Store Significant FS AND/OR Packaged Ice" according to FDACS. A copy of the relevant FDACS Food Safety Inspection Report dated December 28, 2020 is attached as Exhibit "I".
- 64. Further, Alabama Georgia Grocery does not satisfy this definition as the grocery store does not occupy "4,500 square feet or more of contiguous air-conditioned space available to the public." The building only contains, at most, 2,400 square feet of contiguous air-conditioned space available to the public, which is classified as "Convenience Store" according to the Palm Beach County Property Appraiser.
- 65. Consequently, Quiet Meadows should not have received any proximity points for its purported Grocery Store.

Quiet Meadows Failed to Achieve Minimum Total Proximity Points

- 66. All applicants under the RFA are required to achieve a minimum of 10.5 total proximity points to be eligible for funding. *See* RFA § 4.A.5.e. p 25 of 181, and § 5.A.1., p 85-86 of 181.
- 67. In light of the previous statements regarding Quiet Meadows Transit Service and Grocery Store deficiencies, Quiet Meadows should have only been awarded 10 proximity points. Thus, Quiet Meadows should have been deemed ineligible for funding.

Fulham Terrace Failed to Earn Community Service Points

- 68. Fulham Terrace also submitted an Application in response to the RFA, Application No. 2021-252SN.
- 69. The location of each Application's proposed development was reviewed and scored pursuant to the requirements of the RFA. *See* RFA § 4.A.5.
- 70. Additionally, the RFA offered Applicants the opportunity to earn proximity points that might be used to achieve a "Proximity Funding Preference." *See* RFA § 4.A.5.e. Proximity points were made available to Applications which demonstrated that the development location point was in close proximity to transit and community services, such as medical facilities. *Id*.
- 71. The RFA defined what was meant by a "medical facility" that might qualify for proximity points:

"Medical Facility"

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

that only treat specific classes of patients (e.g., age, gender) will not be accepted.

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

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

- 72. In an effort to earn proximity points, Fulham Terrace identified a medical facility named "Cano Health Riverview" as proximate to the development. However, Cano Health Riverview only makes itself available to a specific class of patients, adults 18 years of age and older. Cano Health Riverview is not available to provide medical care to persons under the age of 18 whether by walk-in or by appointment.
- 73. According to Cano Health Riverview's website, that location is a medical provider that specializes in senior care.
- 74. Fulham Terrace's Application was awarded 4 proximity points for its claim that Cano Health Riverview met the definition of a "Medical Facility" for which such points were available.
- 75. When combined with other community service and transit service proximity points, Fulham Terrace was awarded 15.5 proximity points.

(3) Community Services

Private	Transportation	- 2	nts
	. i di lopoi tationi	-	2.0

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

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

- 76. However, the applicant should have been awarded 0 points for its proposed Medical Facility because Cano Health Riverview is restricted to treating adults, especially the elderly, and is not available to provide general medical treatment to patients under the age of 18 by walk-in or by appointment.
- 77. If the applicant receives 0 points for Medical Facility, the applicant will have a total of 11.5 proximity points.
- 78. According to the RFA, the applicant must achieve 12.5 or more points to achieve the Proximity Funding Preference. *See* RFA § 4.A.5.e. Because Fulham Terrace will not achieve the Proximity Funding Preference, MHP will be ranked higher than Fulham Terrace and will be selected for funding under the Two Elderly, Large County, New Construction Applications Goal.

Recalibration and Substantial Effect

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

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

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

Disputed Issues of Material Fact and Law

- 81. Disputed issues of material fact and law entitle MHP to formal administrative proceedings pursuant to section 120.57(1), Florida Statutes. Disputed facts include, but are not limited to:
 - a. Whether Florida Housing's actions in determining that Quiet Meadows was eligible was arbitrary and capricious;
 - b. Whether Florida Housing's actions in determining that Quiet Meadows was eligible was contrary to competition;
 - c. Whether Florida Housing's actions in determining that Quiet Meadows was eligible was clearly erroneous
 - d. Whether Florida Housing's decision to award proximity points to Quiet
 Meadows was arbitrary and capricious;
 - e. Whether Florida Housing's decision to award proximity points to Quiet

 Meadows was contrary to competition;
 - f. Whether Florida Housing's decision to award proximity points to Quiet
 Meadows was clearly erroneous;

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

Statutes and Rules Entitling Relief

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

Ultimate Statement of Facts and Law

- 83. Quiet Meadows' Application was ineligible for funding because it failed to demonstrate site control or failed to achieve a minimum of 10.5 total proximity points.
 - 84. Fulham Terrace's Application did qualify for certain proximity points.
- 85. A correct application of the RFA's specifications would have resulted in funding of MHP's Application.
- 86. MHP reserves the right to amend this Petition if additional disputed issues of material fact arise during discovery.

Request for Relief

87. MHP requests the following relief:

a. That Application funding process be halted until this protest is resolved by

final agency action;

b. That Florida Housing provide an opportunity to resolve this Protest by

mutual agreement within seven days of the filing of this Petition, as

provided in section 120.57(3)(d)1., Florida Statutes;

c. If this protest cannot be resolved by agreement, that the matter be referred

to the Division of Administrative Hearings for formal administrative

proceedings involving disputed issues of material fact pursuant to section

120.57(1) and (3), Florida Statutes;

d. That the assigned administrative law judge determine, as a matter of fact

and law, that the Application of Quiet Meadows is ineligible for funding

and that Fulham Terrace's Application did not merit certain proximity

points, and that MHP's Application should be funded;

e. That Florida Housing adopt the administrative law judge's recommendation

to fund MHP's Application by final order; and

f. Such other relief as is just and equitable.

Dated on this 10th day of March, 2021.

PARKER, HUDSON, RAINER & DOBBS, LLP

/s Seann M. Frazier

Seann M. Frazier

Florida Bar No. 971200

Marc Ito

Florida Bar No. 61463

215 South Monroe Street, Suite 750

Tallahassee Florida 32301

Telephone: (850) 681-0191

sfrazier@phrd.com; mito@phrd.com

21

EXHIBIT "A"

RFA 2020-205 Board Approved Preliminary Awards

SAIL Funding Balance Available

1,575,936.00

Small County Funding Balance Available

Family Demog	raphic Funding Bala	nce Available		653,341.00				Medium Cou	nty Funding	Balance Availa	ble		-								
Elderly Demog	graphic Funding Bala	ince Available		922,595.00				Large County	Funding Ba	lance Available		1,575	,936.00								
Self-Sourced A	Applicant Funding Ba	ilance		MERGED																	
Non-Self-Sour	ced Applicant Fundi	ng Balance		MERGED				NHTF Funding	g will be 100)% allocated in	accordanc	e with Exh	ibit H								
Application Number	Name of Development	County	County Size	Name of Authorized Principal	Name of Developers	Dev Category	Demo. Commitment	SAIL Request	ELI Request	Total SAIL Request (SAIL + ELI)	Veterans Preference?	Self-Sourced Applicant?	Total Number of Units	Total Points	Per Unit Construction Funding Preference	Leveraging Level	Proxímity Funding Preference	Grocery Store Funding Preference	Community Service Funding Preference	Florida Job Creation Preference	Lottery Number
Two Elderly Large County New Construction Applications																					
2021-2165N	Quiet Meadows	Palm Beach	L		Quiet Meadows, LLC; McCurdy Senior Housing Corporation - Managing Member; Palm Beach County Housing Authority Member	NC	E, Non- ALF	3,000,000	600,000	3,600,000	Y	N	132	25	γ	1	Y	Υ	Υ	Y	72
2021-2525N	Fulham Terrace	Hillsborough	L	Terry S. Cummins	Fulham Terrace Developer, LLC	NC	E, Non- ALF	4,000,000	600,000	4,600,000	Y	N	116	25	γ	3	Υ	Υ	Υ	Υ	18
Three Family	Large County Ne	w Construction	Applica	tions																	
2021 2215	Cutler Manor II	Miami Dade	L	Aaron Gornstein	Preservation of Affordable Housing, LLC	NC	F	3,000,000	600,000	3,600,000	N	N	113	25	Y	1	Υ	Y	Y	Υ	6
7071-199BSN	University Station	Broward	ι	Matthew A. Rieger	University Station I Developer, LLC	NC	F	6,309.360	600.000	6,909,360	Ν	γ	216	25	Υ	1	Υ	Υ	γ	Υ	81
2021-244BS	Princeton Crossings	Miami-Dade	L	Lewis V Swezy	RS Development Corp.; Lewis V. Swezy	NC	F	4,020,000	600,000	4,620,000	N	Υ	150	25	Υ	2	Y	Υ	Υ	Y	38
One Elderly I	Medium County N	lew Constructio	n Appli	cation																	
2021-246BS	Cadenza at Hacienda Lakes	Collier	М	Christopher L Shear	MHP FL VII Developer, LLC; CORE FL Developer VII LLC	NC	E, Non- ALF	6,000,000	600,000	6,600,000	Y	N	160	25	Υ	3	Υ	Υ	Υ	Υ	8
Two Family f	Medium County N	lew Constructio	n Appli	cations																	
2021-2585	Nathan Ridge	Clay	М		TVC Development, Inc.	NC	F	5,675,000		5,675,000	N	Υ	192	25	Y	5	Υ	Υ	Y	Υ	28
2021 222BS	St. Peter Claver Place Phase I	Lee	м	Fric C. Miller	National Development of America, Inc.; St. Peter Claver Developer, Inc.; LCHA	NC.	F	4,075,000	600,000	4,675,000	N	N	136	25	Y	2	Y	Y	Y	Y	51

RFA 2020-205 Board Approved Preliminary Awards

Application Number	Name of Development	County	County Size	Name of Authorized Principal	Name of Developers	Dev Category	Demo. Commitment	SAIL Request	ELI Request	Total SAIL Request (SAIL + ELI)	Veterans Preference?	Self-Sourced Applicant?	Total Number of Units	Total Points	Per Unit Construction Funding Preference	Leveraging Level	Proximity Funding Preference	Grocery Store Funding Preference	Community Service Funding Preference	Florida Job Creation Preference	Lottery Number
Small County	Application(s)																				
2021 209BS*	Sweetwater Apartments Phase II	Columbia	s	Matthew A. Rieger	Sweetwater Apartments II Developer, LLC; The Greater Lake City Community Development Corporation, Inc.	NC	F	5,053,949	408,800	5,462,749	N	N	84	25	Y	5	Y	Y	¥	Y	21
Medium County Application(s)																					
2021-251BS	The Willows	Saint Lucie	М	Clifton E. Phillips	Roundstone Development, LLC	NC	E, Non- ALF	6.000,000	600.000	6,600,000	γ	N	136	25	Υ	4	Υ	Υ	γ	Υ	16
2021-206BS	Rosewood Pointe	Osceola	М	Scott Zimmerman	BDG Rosewood Pointe Developer, LLC	NC	F	6,000,000	600,000	6,600,000	N	N	192	25	٧	3	Υ	Υ	Υ	Y	15
2021-255SN	Somerset Landings	Seminole	М	Jonathan L. Wolf	Somerset Landings Developer, LLC, SHA Development, LLC	Redev	F	2,800,000	600,000	3,400,000	N	N	84	25	Y	3	Υ	Y	Y	Y	85
Large County 2021-245BS	Application(s) Stadium Towers	Miami-Dade	L	Lewis V Swezy	RS Development Corp., Lewis V.	NC	F	4,321,000	600,000	4,921,000	N	Y	149	25	Y	3	Y	Y	γ	Y	6/
2021 203BSN	Fern Grove Apartments	Orange	ı		BDG Fern Grove Developer, LLC	NÇ.	E. Non-	5,400.000	600,000	6,000,000	γ	N	138	25	γ	3	Υ	Υ	Y	Υ	26
2021-212BSN	Tallman Pines - Phase I	Broward	ι	Matthew A. Rieger	HTG Tallman Villas Developer, LLC; Building Better Communities, Inc.	NC	F	2,320,000	600,000	2,920,000	N	Ŋ	80	25	Y	1	Υ	Υ	Υ	Υ	48
2021-269SN	Southwick Commons	Orange	L	Jonathan L. Wolf	Southwick Commons Property Developer, LLC	NC	F	7,000,000	600,000	7,600,000	N	N	195	25	Y	3	Υ	Y	Y	Υ	32
2021 2255	Island Cove Apartments	Palm Beach	L	Darren J. Smith	SHAG Island Cove, LLC; Delray Housing Group, Inc.	NC.	F	3,000,000	600,000	3,600,000	N	N	54	25	Y	4	Υ	Y	Y	Υ	2

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

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

EXHIBIT "B"



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

January 27, 2021

RECEIVED

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

JAN 27 2021 11:44 AM

FLORIDA HOUSING FINANCE CORPORATION

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

Dear Corporation Clerk:

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

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

Sincerely,

Seann M. Frazier

cc: Hugh Brown, General Counsel

RFA 2020-205 Sixting Sheets

	Contributes/	2021-1901SH	2021 191BSN	2021-19285N	2021-193056	7071-194 9 5N	2021 19585N	2021 196BS
Development Name	Reparter	The Grove	Grove VIIIas	Orchid Lafe	Island Ylew	Parc Tower	Cuprats Ridge	Cédar Corre
Points pwarded								
bookmarkeng Attachments pe or to subon sslon (Saction Three, A.Z.6.) (5 p ं ाड)	(sa N			,				
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3 to (3)(1) 67EB20-1 Fisher Annual (5 p. 105) 3 to (2) Submission of Print pad DistAssure Follow than			5			-		
is either (e) stempod "Approved at Seast 16 Catendar Days prior to the Applicat in Deadline or (b) stamped "Deceived" by the "appraison as least M Catendar Days pilot south Application Deadline	nuteb							
ANC stamped "Approved" pill i till the Appt 12006 Deadlice								
III to cal Government Co. Bibbytoon (p.t. 5 points	1m							
Total Points Imaximum of 25 point	1	25	25	25	25	25	(25	25
Eligibaty Requirements						¥		
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3.1. Demographic Commitment selected		Ť	Y	r	'			
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3 a (2) Evidence Applicant is a legal y formed entray provided		Y	γ		1	·		
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3 c (3) Principals for Applicant and Dimiliopin(s) Disclosize form provided and meets isquirements	Mach); ;	7	v		,		
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å biff (levelopmen) Category selected		'n	'n	Y	,		 	
4 b (2) Development Category Qualifying Constators their		r	y	٧			,	
4 c. Development Type provided, and breakdown of roumber of units associated with early Development		7	y	γ	i		,	
Type, if applicable 5 a County identified		<u>γ</u>	y	Y	 			

RFA 2020-205 Storing Shoots

	Cortailbutor/	2021-190BSN	2021-19195N	2041-152034	2021 L938SN	2021 19485N	7021 19505N	2021 19685
Development Name	Reporter	The Grove	Grave Villas	Orchid take	filand View	Part Tower	Eypresi Ridga	Cassi Care
5 h. Address of Development Site promised		,	;		γ	7		
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ord Other Required Information (If Non-Corporation								
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RFA 2020-205 Scoring Sheets

	Contributor/	2021-15085N	2021-19184M	2041-1948SN	2021 19385N	1021 194 6 5N	7021-19505N	2021 19685
Oevelopment Name	Reporter	The Grave	Grove Villas	Orchid Lake	(pland View	Part Tower	Cypross Aldgo	CEOM Cave
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atters Number (Section from [14 e.)	Inspector General	71	20	10	97	— ı	- -	54

READ.212-05 ing Sheets

	e. 11 4	2021-1908SN	2023 191BSW	7021 L9285N	2021-193B\$N	7021-19465N	2021-19505N	2021-19695
Dévélopment Nacre	Contributerf Reporter	The Grove	Chowle Allian	Orchid Calle	Istand Vice	Parc Towner	Cypress Ridge	Codar Cove
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I all of the above requirements are met, the Applica- Sourced Applicant	nt qualifies as a Seli	N	N	! \$	N	N	N	N

RFA 2020-200 Scoring Sheets

	2021 -197B\$W	3051-14002N	7021-19985N	2021-200ESN	2021-20185N	1021 20185	2021 203BSA	2021 204BSM
Development Majore	Attarla an 916	Counside Apartments, Phase b	University Station	The Beskley	Gould Harber	Whaten ng Claks	Fern Grove Apartments	Вэглен удаз
Polinita awarded								
Restantishing Afterhorents prior to submission (Section Three, A.2.0.) IS policy	5	5	5	5				
3 ti [3][b] Developer Experience Wishdapwal Dislocentive (Suppirts)	5	5	5	5	_			
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8 c (2) Submission of Paincipal Estatosure Form to it is a material Naminel (Approved A) beaut (3) calendar Days prior to the Application Days and the implication of legal (4) (4) (4) (4) (4) (4) (4) (4) (4) (4)	5	5	5	5				
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3 of 12) Prices General Management Company Experience regularment mad	¥	Y	v v	γ	у	ÿ	Y	Y
2 e (1) Authorized Principal Representative provided and meets regulie-ments	κ.	•	v	Y	Y	¥	٧	7
4.a. Name of Proposed Development provided	κ.	N.	 		r	T		7
4.0.[3] Ownelopment Category (elected	×.	W W	<u> </u>	<u>'</u>	r	· ·	Y	
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REA 2020-265 Sconing Sheets

	1021-15785N	2021-1 98 85N	2021-1998SN	2011-20085N	2021-20185N	2021-20205	2031-2030SM	2023-20485N
Development étame	Astoria de 91h	Courtside Apartments, Phase ()	University Station	The Berkhy	Gould Harbo	Whispering Oaks	Fern Grave Apagmenti	Barment VIIIas
5.b. Address of Bavelopment Site provided	y	7	•	Υ	٧	Y	Y	¥
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7.b (3) Availability of Sewer demonstrated	٧.	N'	γ γ	Y	7	y	Y	Y
8 if Green Building Certification or in nimusii Additional Green Building Feolures selected as apokable	Ý	Ý	ķ	γ	7	۲	Y	Y
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10 a (1) Applicant's 50t Funding Request Anteent presided	Y	¥	Y	7	y	7	Y	y
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10 a (2) Applicant's Ron- ompetitive HC Request Amount provided	4	Y	r	Ÿ	7	Y	Y	,
10.a (3) Applicant's MMRB Request Amelian (il Corporation Guerd Bords) or Bond Request Amount and Other Required Information (if Man Corporation speed Bonds) provided	٧	v	Y	,	7	т	Y	٧

BFA 2020-205 Scoring Streets

	2021 1978511	2021-191854	2011-19965N	2021-2008514	2021-20185N	2021 20281	2021 10985N	2023 2048SN
Development Name	Astoria on 9th	Courtilde Aparlments, Phase II	University Station	The Barkley	Gould Harbor	Whispening Cake	Fern Grove Apartments	Carnett Villas
10.c. Oeverspiners Eest Pro Forms provided [Storg reperiors of confidences on confidences of control technologies and Perimaneral analysis [International Store reprinted reputs of controls of contr	ì	,	v	Y	,			
Intel Development Cost Per Ural Landation met ISocaron Flor, A.J. J	γ	٧	Y	Υ	,			,
Venification that the Applicability and color and grap the [fax Exempt Bond financing prior to the Applicasing Deadline (Section One, C)	ĵ.		Y	Y	,			,
Vehila Aborrol in prince acceptance to an imatalization for enter credit underwriting fee the same Direct princes in a previous RTA (Section Fixe IA-1)	j.	Y	۲	γ			,	
Verdication of no recent devolugations (Socion Final A.1.)	٠,	۲	Y	· C			,	1
Financial Acrears Met (Section Five, 5.1.)	Y	Ÿ	Y	,	1			
All Eligibility Requirements Me(?	'n	ĸ	γ	7	Y.	Y	У	N
Tie-Broakors								•
10 d. Per Urst Construction funding Preference 1 applicable (Section Flor, B.4.6.)	r	٧	Υ	· ·				
S # Proscoilly Conding Preference	· ·	ť	<u> </u>	· 'y	,			
Sie Gracery Store Franking Prefesence		Y	У	η				"
S.e., Community Service Preference	Y	٧	7	Υ		,		
Florida içb Cieaçión Prefetence (Section Fixe, 8.4 d.).		*	7	y		,		
Catlery Number (Section Five, B.A.e.)	17	52	BL	53	٠.	71	26	2.5

RFA 2020-205 Scoring Sheets

	2021-19785N	1021-19 385 %	7071-19985N	2021-200BSN	2021-20185N	1071-20205	2021-203ESN	2021-2048\$N
Development Name	Asto-la on 9th	Courtifde Apartments, Phase II	University Station	The Sarkley	Gewild Harbon	Whispering Qalis	Fem Grave मैंक्रेनीसाहार्यङ	Barnett Villas
Vétérans Preference			·			±		
2 b. If commissing to the Elderle Geologiaphic Commission, disease application quality for the Velorons Professione?	γ	н	н	Y	ħ	и	r	¥
Seff-Sourced Applications			·——	-				
3 a [f)[b) Applicant clased that diwas a Solf Sourced Application	11	h	Y	N	ř4	Ŋ	и	ř1
2.a. Demographic Commitment of Family was selected	n	и	Y	rı	74	P.	м	ř¢
Ob Development Eategory of New Continuological ways relected	**	и	y	N	И	ei .	Н	n;
5 g. Development is not an EDA Development	n	N	- Y	N	K	N	N	/4
bid. At least 5% of the resal units were set apple below 50% Afric	н	н	7	N	и	P1	н	PH
10 b (2)()) The Self-Sowerd Fenancing Commune of Verification Form (Rev. 11-39) was proceded and executed by Metural Person Formipal of the Applican stated on the Principal Chicksvire Form	н	и	Y	N	T4	P.	N	r•
ID to (2)(I) Verification that the films, and is self- revised financing committed from the Principal railed on the Self-Sevient Films, use Commitment And self-tion from was the greatured a least half of the eligible, 55% income amount as Stimbles.	и	N	, ,	N	n	21	н	N
if #il of the above requirements are mot, the AppR() Sourced Applicant	*1	N	Y	N	*	ě,	R	N

REA 2020-205 Scoring Sheets

	7021 -105B\$#	2021-20683	2021-2078514	1021-2045N	ZQ11-2098S	2021 21085	2021-211SN	2011 841414
	1021-10303	1011-2000)	2021-2028314	2021-2045M		2021 21085	MINITUSN	2021 212 0 54
Desclopmant Hama	Tivin Later Estates - Phase III	Rosewood Pointe	Tallman Pings - Phale II	The Arbors at Valhalla Pond	Sweetwater Apartments Phase II	Corret Pointe	Azinbow VIII age	Tarmam Pines Phase i
Polinta awarded				·				
Buckmarking Artathrhenty prior to submission	5	5	5	5		ſ		
(Section Three, A.7 b.) 15 calors	·	<u> </u>						
J-b [3)[b] Developer Experience Withitswall	ι,	5	4				•	
Ottonentine [5 points]								
3 h Bilet (7E0 20-1 Distocentive [5 go-612)	.5	5	5	۲,				
3 C [] [Submassion of Principal Ecoloruse Form that								
weither (a) scamped "Approved" 23 Jean (d		t l						
சென்னை Pays prior to the AppAcation Beadtine, er		ł.						
[b) stamped "Received" by the Corporation at least	5	5	5	5				
3-1 Calendar Gays prior to the Application Boodline		ļ .						
ARD scatters "Approved" price to the depotestion		!						
Seastine					L			
11 Cutal Government Contribution (Up to 5 pixers)	5	5	5	5				
Total Points (maximum of 25 poen	25	25	25	25	25	25	25	25
Eligibility Requirements					·	<u> </u>		
Submission Requirements met (section Three, A.)	N Y	۲	7	Y	i v	,		
5 Executed Applicant Entilligation and			_ `					
Ar knywiedgement in mr yubm (ted	۲	γ	•	۲	۲		,	. •
2 a Demographic Commitmism intersed	Y	Y	7	Υ	Y	У		
3.a (1) Name of Applicant provided	Y	Y .	7	- Y	Y	7		
J = (2) Evidence Applicant is a legally formed antity	y	Y	Y	۲			,	
pipaded	,	<u>'</u> ,		ı ı	Υ	,	,	
3 b (1) Name of Each Developes provided	Y	Y	Ÿ	Y .	7			
3.5 (2) (widerice that each Developer entity is a	,	Υ	Y	Y			`	
legally formed senity pyeoded	'	<u> </u>	ŗ	'	Υ	۲	٧	Y.
3.t.[31[a] Bountager Experience Regulative of the L	Y	γ	7	Y	Υ	Ÿ	Y	Ψ.
3 CH1 Principals for Applicant and Developer(s)					·		,	
Cisclosure form provided and meets requirements	Y Y	۲	ir i	Y	Υ	۲	₹	Y
l d.[t) Monagerment Company information provided	v	۲	¥	7	Υ	γ	v	Y
3 of [2] Pirol Cernetal Management Company			-				 	
(sperience requirement met	٧	N N	'r	Y	j Y	۲	¥	Y
1 e (1) Authorized Pincipal Representative provided							· · · —	
Orbi niegłą sęgynijements	Υ	Ÿ	*	Y	۲ .	Y	*	7
4.a. Marine of Proposed Development provided	۸,	- 	Y	-····	<u>,</u>	Y	· ·	<u>v</u>
4 b Development Calegory sale(ted	Y ·	γ	7	· ·	Ϋ́	- ;	· · · · · · · · · · · · · · · · · · ·	
4 b.(2) Development Category (basistory Conditions			·			-		
met	٧	N.	*	٧	۲	Y	3	٧
dic. Development Type provided, and to eakdown of						· ·	· -	
multibut of unity associated with each Development	٧ ٧	Y Y	'r	7	7	y	¥	Y
Eype, if applicable					1	· ·	, ,	•
5 a County Identified	Υ	· · ·	 ,	Ÿ	ν	y	<u>-</u> -	7

RFA 2020-205 Scoring Sheats

							·	
	2021-205 8 5N	202J-206BS	2021-107B5A	2021-20156	2021-20905	2021/21085	\$021-2335M	2021-21265N
Gevelopment Name	Twin Lakes Essates - Phase M	Ansewood Poisue	Tallmaan Pines - Phase N	The Arbors at Valhalla Pond	Iméélwátér Aparimenti Pháse II	Cortes Points	Hambow Ville	Tallmars Pines - Phang t
5 b. Aligness of Pevelocoment Ste or Ivided	γ	7	Y	777 Y	۲	y	Y	· V
Sici Question whether a Scottland Sins	y	٧ .	7 - <u>v</u>	, 1	y			
Development suswered	,	<u> </u>	,	1 1	r	Y	¥	Y
5 d CIE Development Location P Int procided	ү	Y	Y	. Y	Υ	Y	Y	Y
Sit (2) tailtude and Long sude Coordinates for any — Scattered Sites provided, if applicable	7	r	Y	P.	Y	Y	Y .	۲
5 e (2) Minimum Transit Score met lif acci i ablet	γ	,	y	Υ	y	7	Υ	
Sie Minimum I Bal Programmy Sciro mas	'	 	Y	'	 ;	,	· ·	<u> </u>
5 f. Mundal 17 Details Requirement met	· · · · · · · · · · · · · · · · · · ·	'	Y Y	Y	· ·	, , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , ,	
5 g. Limited Development Area [DA] conditi namet,			·	'	,	<u> </u>	<u> </u>	' ' -
it abolicates	γ	7	Y	Y	7	7	۲	¥
Gis. Total Number of Units or indeed and within smile	γ	Y	٧	٧	r	y	Y	¥
6 b. Number of new c. has define once and							"	
rehabi tati nivnits provided	Y	7	۴ -	Υ	7	¥	۲	7
Go. Occupancy status of any existing units pri vided, If Rehabli dutlou	γ	7	γ	Ϊ	۲	7	Y	¥
6 d (1) kin mun Set-Aside eta 1 in pro-dati	7	-	γ	, <u> </u>	y	Y		
6 d (2) folal Sel Aside Breakdown - harr property		<u> </u>	'	· · · · · ·		'	Y	Y
Completed	γ	у	Y	۲	,	Y	N	¥
6 n. Unit mix provided and meets registeries is	7	Y	'n	 	Y	¥	·- v	, , _
61 Number of resistential buildings provided and	···				•	· ·	'	·
Moeth requirements	γ		ř	i "	T	Y	۲	4
7.a. Evidence of Ote Control provided	Υ	Y	7	7	Y	γ	Y	Y
/ b (1) According stell along domenstrated	7	Y	· -	Ÿ	Ţ	Y	γ '-	٠,
7.5 (2) Availabel by of Water demonstrated	(Y	ř	T 7	¥	Y	Y	7
7.6 (3) Availability of Sewer demandrated	i	r	_	γ.	n'	Y	Y	v
3 d. Green Building Certification or minimum	ĺ		, ,,,,,=,	1			1	
Addatonal Chien Building Features selected ins	γ			γ	y	τ	Y	₩.
apo caple	Į	L						
9 Ministrum "sumber of Resident Programs @Satist	'n	, r	,	7	·¥	Y	Y	Υ Υ
10 + (1) Applicant's SAR Tunding Request Amount				·				
อเองสังว์	7			۲	¥	4	Ÿ	۲
30 a (L.E. gible SAIL Request Amount Mee);				<u> </u>				
All-remiins Request Amount (M. am) Cade County	¥	۲	y	7	Y	۲	y	۲
Only	,,_	 		_				
10.a (2) App. ramik Non-Compensive HC Recess Account polivided	Y	i,		Y	۲	Y	y	۲
10 # (3 Appricant's MMRB Request Amount [5	 "	1			-	i	 	
Corpo at in Lipsed Bondal of Bond Reguest Amount	l .		l)	1	
and Other Required Information (If Non Corporation		,			Y	۲	,	Y
stred B. del provided				L	l	1	1	

RFA 2020-205 Seeing Streets

	1071-2050594	2021-20685	2021-2078514	2021-2085A	2021-709BS	2021-21085	2021/233574	2021-21285N
Dévélápident Name	lwintates Estates - Pluse (iii	Rosewood Poince	Talinsan Pings - Phase II	The Arbors at Valhaila Pond	Aparlengnés Phase II	Cortat Foinle	Asinbow YAme	Talinum Pines - Phara I
10 c. Development Cost Profitamia provided (Insting experies or inves) and Construction/Rehab analytic and Parmatient analysis (Inting amices) – Socies most equal or extend uses	,	·	r	۲	¥	*	Y	7
Intal Development Cost Per Unil Lemiación mer (Soction Five, A. f.)	Y	γ	¥	' t	Υ	,	Y	7
Performent that the Applicant has not closed on the Law Exempt Bood financing prior to the Application Deviluon (Suglish Corp. C.)	7	,	Y	4	۲	,	ĭ	ī
Sendication of no piec acceptance to an enotation to occur tradit onderwroning for the same Decelopment in a pressous RFA. (Section Five, A.1.)	٧	ķ	Y	r	Υ	Y	۲	7
Verdication of our recent de lebogations (Socoton Cost.) A 1.)	τ "	,	۲	7	۲	Y	Y	'n
Financial Arrears (Act (Section Five A.1.)	7	Y	N	r	۲,	Y	Y	1
All Eligibility Requirements Met?	тт	Υ	r	Y	7	Y	N	Y
Ne-Breakers								· · · · · · · · · · · · · · · · · · ·
100 Per Onli Construction Funding Preferance, II applicable (Section Inve. 6.4 h.)	γ	r	'n	٧	۲	y	Υ	7
5 a Proximity Funding Preference	γ	Ŋ	•	7	· ·	y	4	γ
die Grobery Slove Funding Preference	7	Y	W	<u> 7</u>	Y	y	ĭ	7
S.e. Community Service Profesence	Y	Υ	γ γ	r	Y	Ÿ	7	7
Florida Joh Gregiuso Preference (Section Five, B 4 d)	7	Y	Y	γ	¥	y	•	Y
Cottery Number (Section five, B.4.#)	M	15	-53	74	21	12	19	.13

	2021 20585N	2021 2068\$	2021 20785W	2023 2085N	2021-20985	2021-21005	202J-2115N	2021 212#\$N
Development Name	Tudo Later Estates - Phase Al	Rosewaad Painte	Tallman Pines - Physa II	The Arbors at Vethelle Pond	Sweetwater Apartments Phase II	Coriez Palnje	Rainbow Village	Tallman Pines Phasas
Veterans Preference								
2 h. If committing to the Elderly Demographie		,					3	
Commit wait does the Application quality for the	l n	ří	۲	19	N	M	18	и
Veterans Preferent e ^o								
Self-Sourced Applications						•		
3.a (1) b. Assuka i stated that it was a Self Sourced. Application	R	tı	H	ė)	N	Ŋ	N	к
2.a. Cernographi - errimitment of Fomby was selected	н	N	hz .	N	N	 N	N	N
4 h Dev-Topment - alegory of Ffe # Construction was selected	N	N -	и	м	N	fi.	ų	н
5 g. Deu-liteita it a not an tOA Develorment	N	- tı	N	N	- 14	- 24	N	. N
6년 At least 5명 of the total units wore set asida below 등 성공M	N	N	и	H	N	61	н	н
JD.b. [2] The Self-Sport of Eigencing Commitment Verifiest on Form (Rev. 13-19) was provided and ecocoed by Natural Person - Principal of the Applicant stated in the Principal Disclosure Form	и	N	н	2	N	N	и	N
10 bit 2. I Ver lirosion that the Amount of Igili sourcod linating somotted from the Principa stated to the Set Lite of Fertiting Committees vortical Conform was the greater. Lat least hall of the engine ESML request amount in \$1 million.	и	M	น	ti	N	51	ы	н
र्त all of the above regoverness are met, the AppRo Sourced Applicant	£4	N	M	N	N	ŕı	N	N

RFA 2020-205 Socring Sheals

	1021-211 55 W	2021-21405W	2021-215BS	2021-2165N	7021-2175N	2021 Z185N	2021 2195N	2021 22083N
Development frame	Villa Alexandria	Osprąy Poinąg II	Hibiscus Appriments Phase Two	Quiet Meadowi	Auturen Ridge	Citrus Gárdens	Coltynan Párk Ronalsyance	Ozkwoad Presenie
Points awarded			-				·	
BookiBarking Attachments prior to submission	-	5	5	4			·	· ·
(Section Three, A.2.6.) (5 points)	,			7				·
3 b (3Nb) Revolutor Experience Withdrawal	5.	5	5	5				
Districtive (5 points)			*					
J b (35):1671 920-1 Desire entire (5 ponts)	5	5	. 5	5	<u> </u>			
3 s (2) Supprission of Principal Disclassics Feets that				,				
is alther fall stamped "Approved" at least 14								
Celer-day Days prior to the Application Deadline, or								
[b] stailsped "Beceived" by the Corporation at least	5	5	5.	5				
14 Cafer-day Days pinor to the Application Depoline								
AND (temped "Approved" prior to the Application								
D-sadlina								
LE Local Government Conscibution (Up to 5 points)	5	5	5	5				
Total Points (mashnum of 25 point	25	25	25	25	25	25	20	
Eligib—ty Respulsements		·			,, 1.,	4.3	20	20
Sub-mission Registraments that (Suction Three, A.)	n'	Ÿ	٧.	Y"	γ	,	,	r
L. Executed Applicant (extification and				1		· · · · · · · · · · · · · · · · · · ·	,	
Ackr-rwiedgement form subvotoud	٧	V	۲	•	Y	r	,	*
2.a. Demographic Commonwest selected	ı.	Y	٧.	Y	Y		· · · · · · · · · · · · · · · · · · ·	
3 à (3) Narte, et Appliquet provided	Y	y	, ,	· v	- ·	,	,	 -
3 is (2) Descence applicant is a legally formed ocuty		· · · -	•		,			·
t-couper	r	۲	7	Y .	Y	1	ſ	١
3 b (1) flame of Fack Developer provided	¥	Υ Υ	Y	Y	Y	···		
3 b (2) (vidence that each Developer entity is a							••	· · · ·
logally formed entry prodest	r'	۲	Y	,	Y	γ	Y	Y
3 b (3)(4) Decembrer Experience Requirement met	γ	7	Y	Y	- Y	Y	Y	- ,
3 c [1] Precipals for Appleant and Door (ports)		i '—'i	•		,			•
Disclotule (cam pipoded and meets requirements	r	٧	¥:	1 (γ	y	y	l y
processors combioentales these a Ledon Sins Ins		ļ						
3 d.(1) Management Company of planet in privided		۲	γ	r	Y	y	· ·	Y
3 of {2} Pluso General Management Company								
i ogspræde reguliement met Experiente reguliement met	Y	Y	Y	(Y	Y	y	γ
I in [1] Authorited Principal Representative or sufed				·		-		
Dug salesif sedikessa Salif Din (1) Sommer on the sedikes salike (1) (1) Salike	¢	Υ	۲	f	٧	γ	7	y
A a Name of Proposed Osvolopmost projected	, <u> </u>	γ	٧	r				
4 b (1) Development Category Selected	· ·		· · · · · · · · · · · · · · · · · · ·		Y	Y	y	Y
3 b (2) Revelopment Category Qualifying Conditions		 		•	Ϋ́	γ	Y	7
ust	r	۲	Y	¥.	Y	Y	¥	Y
4 c. Development Type provided and breakdown of				 	 -	-		
dymber of unit associated with early Beveloure of	۲	Y I	Y	r				
Type. If applicable		l , l	ı	'	Y	۲	7	γ
S a. Econts Identified	Υ	Y Y	Y	· Y	Ϋ́Υ	γ	Y	,

	2021-21385N	2021-214BSM	7071-71505	2021-2165H	2021-2175N	2021-21459	2021-2195N	2021-220BSN
Development (¥ams	elibnerelk effiv	Osprey Pointe II	Hibiteur Apartments Fitate Two	Quiet Mezdows	Ayturen Ridge	Citrus Gædens	Coleman Park Remaksiance	Oakwood Preterve
b. Address of Development Site pri vided	ľ		Ϋ́Υ	Y.	Y	۲	7	Y
i c. Quastion whether a Science Stres			,	,	Y	, , , , , , , , , , , , , , , , , , ,	'n	
Savelopment answered	<u> </u>		· '	(т	Т	,	r
ddll) Development Location Point groy ded	٧	i'	Ý	<u> </u>	۲	Y	, Y	۲
5.3(2) katitude and Longnucie Coethoutes for any	ų.	, —	Y	,		Y Y		_
kattered Sites provided, व applicable	<u> </u>	[']	,	' '	Y	Ť	7	7
e (2) Minimum Transil Score met (il applicable)	*	ĸ	Ť	j , y	Y	γ ' ''''	¥	Y
e Konlovum Tatal Freahisty (x. recse)	¥.		. 4	Y	Ϋ́	Y	Y	7
I. Mundatory Distance Reprogramment met	Y			7	Y	Y	7	7
i g. Dowled Development Area (LDA) conditions mat, Supplicable	۲	r		γ	٢	Y	7	¥"
a Tatal Number of Units provided and walito limits.		٧	Ÿ	· ·	γ	¥	y	¥
i b. Number of new Construction on 15 4pd				1				
ehabétation units provided	N .	٧.	۴	7	Υ	Y	,	¥
or Occupancy status of any existing came go wided						-	-	
(Kahalilit - ֆիրս	Y	¥		1	Y	۲	7	7
(4.11) Kinsmun Set Aside electrin provided	Y	, v	Ÿ	Y	Y	7	Ÿ	7
i d [2] total Set Aside Breakdown - ban preperty		-						
մուրել <u>՝</u> ույ	Y	Y	,	*	Y	Y	Y	Ť
e. Un't mix promised and meets requirements	٧	<u> </u>	N	Y	Y	y	···· v	¥
i Number of residential buildings provided and				·		,		
magis iegyliemegis	Ŋ	۲	Y	r	۲	۲	ì	Y
a Evidence of Ste Control provided	۲,	- Y	,	•	Ÿ	7	Υ	Y
Leavit neeroù ginne? ordingere 4 [1].d.	٧	ν	Ÿ	——·;	Y	7 Y	7	- -
Lb [3] Availability of Water demonstrated	- <u>Y</u>	8		· ·	Y	Ÿ	Y	Y
7 h 131 Availability of Sewer demonstrated	γ	٧,	,	Y.	Ÿ	- '	-	Ÿ
d Green Building Certification or minimum							-	-
Notice of Green Building Features selected as	Y	Y	Y	¥	Y	Y	٧	
oppleable						, i	,	,
B Mariation rouniber of Roslands Programs selected	Y	۲	,	۲	γ	Y	7	Y
ili a (1) Appăcani's SAR Funding Request Amount			,		· · · · · ·			
novaes	Ÿ	۲.	ľ	1	Y	γ	٧	*
ID.a.[]) Ebgible SAIL Respoyst Armount Meets								
Minimum Request Amount (Mismil Dade County	γ	٠,	¥	· v	Y	y	v	¥
Doly	•		-	,	'		,	1
ID.4 (2) Apple 461's (ton-CompetAng HC Request			-					
Amourt previded	۲	Y Y	v	Υ	7	Y	¥	٧
ill n.[3] Applicant's MMRB Request Amount (il						1	 -	
Economic Services for the Board Removal Amount]						
and Other Required Information [4] Non-Corporation-	۲	, v	N.	Y	y	y	Y	4
tronil Bonds) pográdest						1		

	2021-113B\$N	1021-11481H	2011-21585	2021-2165N	2021 2175H	2023 Z185N	2021 2195N	2021 22005N
Development Name	VIIIa Mesandria	Dsprzy Polnyę (i	Hiblicus Apartmenti Phase Two	Quéet Meadows	Aulumn Ridge	Chiwi Gardens	Coleman Park Ronaissance	Dahlaragd Preserve
10 c. Development Cost Pro-Formal previded Jüssing experies of taket Jand Constitution/Behab analysis and Permonent analysis (Jahing Sources) = Sourtes must agood or extenditures	v	٧	r	,		,		,
Total Dave Spinest (1931 Per Unit Limitation met Section File, 4.1.)	٧	Y	Y	4	-	,	1	,
Verification that the Applicabilities not closed on the Lin-Exempt Bood linancing provito the Application Deadline (Section Orio, E.)	٧	'n	۲	ï		1	¥	
Particianum of no prior acceptance to an ineclation to intercreted underwriting for the same Development in a peavious RFA (Section (ive, A.).)	v.	Y	4	٠		,		
Portlication of no recent de obligations (Section Five 6.1.)	Y	۲	γ	· · ·		,	_	,
markial Ariears Mei (Section Fee, 0.3.)	Y	Y	Y	7		· .	-	,
W EUgiblity Recollements Met?	1	, k	, N	ì	T	Y	Ψ	У
ie-Breakers					_			
Old - Per Unit Constitution Funding Preference, if publisher (Section Live, B.4 b.)	'n	Ŋ	γ	¥	,		,	ı
e. Personnity Fonding Engletence	ν .	7	¥.	Y				
er, Oscoriy Stose Funding Partejence	Y	N N	Y	Y	,	·	1	
e. Community Service Preference	γ	Ÿ	Α.	7				
orida tob Creation Pustarenco (Section កែក្រុង មិន ភ្នំ)	*	¥.	۲	y		,		1
nttery Number (Section Five, Biole.)	79	40	76	7.2	1.		7.9	1,1

	2021-211054	2021-21485N	2021-215B\$	2021-2165N	2021-2175N	2021-2185N	2021-2195M	2021-220654
Development Name	Villa Alexandria	Osprey Politice (i	Hibişcuş Apartments Phasa Two	Quiet Messlows	Autuma Ridge	Erisul Gardens	Cofeman Park Renaissance	Dakwyod Preserve
Veterans Preference				· ·- ·				
7 U. Misemmusag tij the (Metik Demographic					•			"
formul-ment, does the Application quality for the	Y	Y	ře.	y	Y	N	Ŋ	y
/nter≥ns Platelen(e?								
ed-Sourced Applications				-		·		
Fe (1)(h) Apperant stated that it was a Solf Sourced Operation	и	и	14	N	N	N	N	N
? a Comography (combinent of form-y was referred	н	ĸ	ř*	N	N	N	N N	N
b Development Category Thew instruction was effected	N	н	м	N	H	н	N	и
g Deve-comerci is neg an ICA Development	R	и 1	ř.	l N	М	N	N	N
6 d. At least 5%. I the fill dipoly were not aside below \$0°. Also	и	Ħ	N.	N	N	н	N	N N
10 to [2]() The left is orded Financing Communitation Perform From [Rev. 13, 12](was provided and exercised by Natural Forsers Principal of the Penginant Stated on the Principal Disclosure Form	н	и	и	N	19	k	¥	N
OD 12 jo ver licer in that the Appaint I self coursed financing committed from the Principal (Organization for was the ground of membranization form was the ground Let least by the of Inchighte SA Lieguest amount 155 m. on	ti	М	В	п	M	ta	И	N
fall of the above requirements are mai, the Application test Application	k	ri	14	N	N	N	z	N

RFA 2020-205 Scanng Shoots

	2021-2215	2021-22285	2021-223B5	1021-1145	2021-2255	2021-2265	7021 7775	2011 2285A
Development Name	Contex Menor =	\$1. Peler Clarer Place Phase I	Cres Sia Jusa Diego	Westover Senior Inquising	island Cove Apartments	H≐Acreit Reserve	Villas et Academy Place	AAeadowitirosA. Senior
Policia awarded			· · · · · - ·	·		1	<u>'</u>	
Bookistacking Astaz lunwors prior to submission	5		5			· · ·		
[Section Three, A.2 b.) (Spoints]	*	5-	•	5				
3 b.[3][b] Developer Experience Withdrawal	5	5	5	5				
Distintantive (Sipoints)	,	, ,	*] ' [
R.h. [RIIG] 67EII 20-1 Distacembre (5 pecrás)	5	5	5	(5			ì	,
3.t [7] Submettern of Petergral Continues Form that	ı		ĺ	1		1		
is either (a) stamped "Approved" at Mass (3								
Calemiar Days prior to the AppAcaston Beadline; or		!						
[b] stamped "Received" by the Corporation at Jeast	5	5	5	5				
l4 Calemiar Bays prior to the Application Deadline	Ì	l						
AMD Mamped "Approved" plaid to the Application				1				
Depding							!	
II lo¢al Gerernment Contribution (Up to 5 peras)	<u>5</u>	5	5	5				
Total Points (maximum of 25 poin	23	25	25	25	75	23	25	25
Eligibility Requirements	•			•				
Submigrani Requirements met (section Three, A.)	4	γ	7	Υ	,	7	,	· ·
L. Executed Applicant Executivation and	Y		'n			1	i	
Acknowledgement form submitted	·	7	, ,	7		1	1 '	,
2 a Demographic Commitment selected	Y	۲	γ	Y				
3.a.H) Name of Applicant provided	N'	7	7	¥		, '	,	,
3 a [2] Fooderize Applicant is a legally loaned entity	Υ	7	۲ ،	Y		ĺ		
provided	,	<u>'</u>	<u>'</u>	'			(
3.b (1) Name of Each Deceloper provided	Y	7	7	۲ .				1
3 b (2) Evidence that outh Developer entity: 5 a	Y	1	y	Y		Y	7	
lepally formed entity pri i this	·	<u> </u>		'	, , , , , , , , , , , , , , , , , , ,	'	,	Y
3.b [3](a) Developer Experience Radio rement met	Υ		<u> </u>	7	۲	Y	T T	Y
3 r (1) Prent ip Ay Car Apply ant and level spec(s)		1	1					
Disclosure Form provided and more regularments	7) P	7	۲	Y	Y	•	Y
			1	ļ				
3 d (1) f3-anugement importy of implication or softest	۲	7	7	۲	Y	Y	τ	· 7
3 ff (2) Риск Белога Маладетель — горалу		· · · · ·		<u> </u>		· · · · · ·		
Experience requirement met	Y	7	¥	۲	Y	۲	Y	γ
Jie (3) Authorized Print pa3 Representative ge is and	y	7				†		1
and river to require members	· · ·	, , , , , , , , , , , , , , , , , , ,	l *	Y	٧.	۲	٣	۲
4.5. Numeral Princised Gevelopment provided	ΥΥ	Y	r r	· ·	Y	Y	r	γ
4 b (1) Devel preent Category selected	N N		,	Y	Y	γ	v	ř
4 b (2) Development Extegory Qualitying Conditions		y	N.	4	u			1.
mel	l		<u> </u>	' I	Y	Y	٧	γ
ic Development Type provided and breakdown of								1
number of units a socialed with each (level, proept)	Y		Ý	۲	Y	γ	Y	7
Гуре. If apc- rable	<u></u>							
5 a County Identified	7	Y .	Y	Y	Y .	Y	Ÿ	¥

	2021-2215	2021-22285	1011-111B5	2021-22=5	2021-2522	2021-1765	2021-2275	2021-2285N
Development Name	Euriter Manor II	SI. Peter Claver Place Phase (Casa San Juan Diego	Westaver Senior Housing	lsland (ove Aparlmenti	Hillicresi Reserve	Villar at Academy Place	Meadowbrook Senior
5.b. Address of Development Site provided	Y	٧	٧ -	y y	٠,	Y	Y	· · ·
Se Question whether a Scattered Stes	¥.	Y	, v			1 .	···	
Development answerest	,	1	ļ	· '		1	Y	Y
5 dift) Demiopment Intation Point recylded	¥	¥.	N .	Y)	Y	Y	Υ
5 d (2) latitude and Longitude Cooldinates for any	ĸ	Y	γ.	y	7	1	Y	Y
Scattered Scot provided, ill applituide								·
5.e (2) Rinamum Transit Score met (Il applicable)	Y .	٧	¥	γ γ	Y	Y	۲	Y
5 # Minarram Total Propintly Score met	i'	Y	٧	7	<u> </u>	Y	Y	Y
5.1 Mandat iry Distance Regolument miet	Y	٧	٧	7	Y	T	Y	Y
Sig. Limited Edunlopment Area (LDA) conditions met, if applicable	Ϋ́	Y	۲	7	7	Y	٠ [¥
6 a Total Number of Units provided and within kinds	<u> </u>	Y	۲	Y	Y	Y	Y	¥
5 h. Murcher of new construction works and	Y	· -	۲.	,				
rehabātial <u>n</u> ibit ti picooled			,	·	Y	١,	Y	Y
60 Occupantly status of any existing units provided	ì	Y	Υ	y			•	· · ·
if Eehabihiation	•	1	l. *	'	7	Y	Y	Y
6 d (1) Ministralin Set Arkle elect - provided	Y	v	Y	r	۲ -	Y	¥	
6 d (2) Total Set Atide Breakdow: Chart property	γ	N.	8	,		1	· · ·	
completed	•	<u> </u>	,	'	7	Y	٧.	Y
6 e - Un 1 mis più a dad and meet lien auements	γ	Y	ν '	Y	Y	v	Y	
61 Number of residential bold on provided and	Y	N.	۲	P.	7	1	· v	Y Y
meets requirements								
/ a. Evidente ni Sta Contra provided	Y	1	- Y	Y-	· 'Y	Y	Y Y	Y
7 b (1) App op: 4te Zoning demonst ated		, r	¥	γ _	· · ·	, Y	١	<u> </u>
7.5 (2) Avacability of Water demonstrated	- <u>r</u>	*	٧	7	<u> </u>	Υ	γ	<u>"</u>
7.0 (3) Avarability of Solver demonstrated	· · ·	T T	Y	Y	7	Y	Y	Y
Bidli Green Bullding Cettific places or minimum Additional Green Building Features solected last peyficable	ř	*	¥	γ	Y	y	т	Y
9 Milhimum nijmber of Resident Programs selected	ř	N N	*	Y	γ	Y	т	Y
10 a [1] Applitam's 50% Futiding Request Amount provided	ř	+	r	Y	γ	т .	,	Ψ.
10 a fil Elig ble SAIL Request Amount (Avels							-	
Minimum Raquert Albount (Migmi-Cyde Courdy	Y	Υ	v.	۲	γ	1	¥	٧
Qnl _p)								
10 x (2) Applitant's Ron Compositive HE Request Ameunt provided	γ	ï	· v	, –	7	y	,	٧
ID a [3] Applicant's MMRB Request Amount (d								
Corporation issued Bonds or Bonds Reguest Americal and Other Required Information (if Non Corporation	γ	j'	r	۲	Y	7	,	٧'
issued Bondsi provided								

	2021-2215	2011-22785	2021-223mS	2021-2245	2021-2255	2021-2265	2021-2275	2021-2285N
Development Hame	Cutler Manor II	St. Peter Obrei Place Phage I	Cara San Juan Diégo	Wastawar Sevice Housing	क्षांभावे Cave मेठ्यालाहमाऽ	Hillquess Reserve	VIIIas at Academy Placa	Aeadowbrook Senior
IP o Cave apment Cost Pro forma promised (listing expenses or ours) and Construction/Religible analysis end Permanent analysis (listing sources) – Sciences must require that it is a series must require to a series.	ĭ	Y	Y	,	v	٧	γ	Y
Tatal Development Cost Per Unit Constation met (Section Five, A.1.)	Y	Y	Y	,	Y	7	7	- ·
Serdication that the Applicant has not closed on the Tax-Exempt Band Chancing prior to the Application Dendline (Section One, C.)	7	Y	Υ	Ÿ	۲	Y	Y	٧
Verskvalson of no perchatospilonde to an ómotapion to enter chedit under spiting for the same Decelopinein In a previous REA (Societis Filo), A. []	γ	×	γ	r	Y	Y	۲	Y
Selektation of no recent devobligations (Section Five, 4.1.]	7	v	۲	,	٧	Y	¥	Υ
Fenancial Arreats Met (Section Five, A.1.)	ı ı	Ý	Y	N	3,	7	Y	7
All (Lighthill) Requirements Met?	۲	т	Y.	1 N	Υ	Y	Y	Ŋ
Ne Breakers 10 d - Par Unit Coestruçtiya funding Preferençe, d	7	· ·	· · · · · · · · · · · · · · · · · · ·	· ·	<u> </u>	, y	,	· · · · · · · · · · · · · · · · · · ·
pplicuble (Section Floe, B.4.b.)		, ,		,,,		'	,	
5 e. Provently Handing Preference 5.0. Grossky State Endeling Preference	Υ		<u> </u>	7	7	ļ r	Y	۲
5.0. Submur by Service Preference	Y	v	Y Y	7	9	Y	Υ	Y
Foresta Job Execution Preference (Section Five, B.4 d.)		,	Y	Y	y Y	,	Y	N v
eiten/Rumber (Spition Figs. (Cd.e.)	6	51	59	72	<u>:</u>	45	73	20

	5031-5572	2021-22283	2021-22385	2021-2245	2021-7255	2021/2265	2021-2275	2023-228514
Development Name	Curter Afainar II	St. Pétér Cliver Pface Phase I	Casa San Iuan Diego	Westower Senior Howsing	istansi Cove Apartmenti	Hilloresi Reserve	VIIInn at Academy Place	Meadlowbrook Senior
Veterans Preference				4.		<u> </u>	l <u> </u>	
2 h. Il (sepmitting to the Elderly Demographic				· · · · ·				••
Commitment, does the Application quality for the	и	ķ	н	Y	M	N		¥
Veterans Preferenco?		·		· ·				7
Self-Sourced Applications				·				
3 a (1)(b) Applicant stated that II was a Self Sourced Application	и	Н	N	н	н	N	rr	ы
2 क Demographic Commitmees of Family was स्रोत्सादर्व	и	N	N	N	N	И		P.I
4-b. PriveInprovent Category of New Epostruction was selected	n .	N	fi	rı .	N	,,	N	
5 g . Developinges is not an 1/14 Development	18	. н	N	. и	Ŋ	ы	· F4	
6.8. At least 5% of the total units were see aside below 50% AM2	14	r.c	N	rı .	N	. н	N N	· · · · · · · · · · · · · · · · · · ·
10 b (2)(d) the Sell Sourceil Empiriong Commitment Verification form (Rev. 11.19) was provided and executed by National Person Prescipal of the Applicant stated on the Prescipal Disclassive Form	и	н	N	н	N	N	н	14
10 % [2][i] Verdication that the Ameural of soill sourced fizancing committed from the Principal stated on the Salf Sourced Elizancing Commitment Verification Form was the greater of at least half of the elegate Salf seases a zamount or \$1 million.	N	rı	(4	N	N	N	N	N
H all of the above requirements are met, the Applica Sourced Applicant	N	N	N	PJ.		N.	N	N

	2021-72985	2021-23085N	2021-23185N	1021-23185	2021-2338SN	2021 2345	2021 231BSM	2021 2365
Devslopmeni Name	AAisty Creek Prasyssa	Çallışa Polnişe	Wajęrulęw Presente	Residences at 506ALPare	Vista Breeze	Residences at Ope- Locks	Hermosa Fort	Magnolla Family II
Points awarded				·				<u> </u>
Bookmarking Attachman is piese to submission	5	5			1			<u>"</u>
[Section Three, 4.2 b.1 [5 points]	7	· ·	5	5	j			
J. b.[30]b] Developer Esperiamon Withdrawal	5	5	5	3				—
Divinentive (5 points)				,	j			
3 h Bilet 67E920-1 Disoceptive (5 points)	5.	5	5	5			,	
३८ 📳 Subdurius गाए। Principal Discionare Form () अ			1	i		"		
н aithor (a) scainped "Approjyed" ai leans 13					•			
ि≱रिजर्वका Bays prior to shu Application Deadtine ः					[
(b) stamped "Received" by the (reposition at least	5	5	5	5				
14 Calendar Goys prior to the Application (IAAB)						1		
ARD stainperd "Appropred" prior to the Application								
(Regilline				<u> </u>				
15 tutal Government Exellabation (Up to 5 paints	5	5	5	5	•			
Total Points (maximum of 25 poin	25	25	25	25	- 25	25	25	25
Eligibility Requirements		· · · · · · · · · · · · · · · · · · ·	-		17			4.7
Submission Requirements men Jacobso Holey, & 3	Y	8	у у	, '	Y	Υ	7	T
1. Executed Applicant Certification and			,					'
ACIncreie deement form submitted	Y	Υ.	7	Y	*	۲	Y	,
2.a. Demographic Commitment selected	V	۲	٧.	7	Y	· · · · · ·		,
3.a () Name of Applicant provided	· · · · · · · · · · · · · · · · · · ·	, , , , , , , , , , , , , , , , , , ,	γ	Y		,		,
3.4 (2) Evidence Applicant is a legally formed source	y						•	
ಖರಕರತತ	,	Y	Y	γ.	Y	Y	1	•
3.25(1) Name of Each Developer provided	Y	¥.	ν "-	γ	т т	,	•	
3 is (2) Evidence that each Developer entity is a	٧.	Y	y	, ,		<u> </u>	_	
Regular for mediansing proceded	, , , , , , , , , , , , , , , , , , ,	1 1	ļ i	, ,	Ť	¥	γ) Y
3.0.(3) Dy Covelopet (approence Reportement met	Y	٧.	٧	Y	'n	Y	y	'n
3 c H1 Principals for Applicant and Developm(s)						`		
Cisclosure Form provided and meets requirements	٧	Y	Υ.	7	¥	Y	Y) y
to tequirement								
1 에 (t) Management Company information provided	Y	Y T	ķ	Y	y	Y	'n	γ
3 d (2) Prior Gangtal Management Company		· ·				 	 -	+
(specience requirement me)	۲	N N	۲	Y	T	Y	7	Y
Te (1) Authorized Principal Representative process	"							
3rtd arrests lengthements	V	8	Y	Y	7	Y	Y	7
4.a. Name of Proposed Development provided	۲.	٧	٠,	, -	v	٠,		-
J. b. Development Category sewered	N N	न	v	Y	Ť.	· ·	- '	· · · · · ·
4 b.(2) Desolopement Category Qualifying Conditions	<u> </u>			*		1		
met	Y.	N N	Y	γ	Y	۲	Y	Y
1 c. Development Typo provided, and bakakdown of	•			ı -—				···
number of ourse apoplated with each Bevelopment	۲	*	Y	Y	,	Y	Y	Υ
Type. If applicable								
\$ a . County Identified	· v	7	· v	Y	Ÿ	٧	Υ .	Υ

<u>.</u>	2021-22945	2021-210USN	2031-531B2N	2021-23285	2021-231 85 0	2021-254S	2021-235-85N	2021-2365
Development (‡ame	Misty Creek Freterve	Çaluşa Polnuş	Walingviges Preserve	Residentes at SoMil Parc	Vista Breezg	Residences at Ope	Hermosa Fort Atjera sa Evans	Magnolia Famēy II
5-b. Address of Development Site provided	Y.,	۲	, s	,	r	Y	Y	r
S.s. Question whether a Scattered Stee	,	×		7		y		·
Development answered	•	·	 *	· '	۲	' i	Y	Y
5 d (3) Develorment toration Front provided	Y	۲	N Y	Υ	¥	Y	Y	Y
5.d.[2] tataude and Longillude Electricates for any	ĸ	Y		ı,		1		
Swittered Ster provided, if applicable	•	*	Υ	'	τ	7	Y	۲
S.e (2) Streenum Transit Score met (If applicable)	Y	٧.	Y	, ""	Y	7	Y	Y
S.e. Afternum Total Proximity State test	¥.	Y	Ψ —	Ÿ	¥	7	¥	Y T
5.1 Matilatury Distance Regularment met	r	Y	Ϋ́	γ	۲	,	¥	Y
5 g. Comited Development Avea (LDA) conditions met.	¥			ì	·			
d applicable	۲	8	۲	<u> </u>	۲ .	۲	Y	۲
0 a Fotal Number of Urets provided and within lentis	V	γ	7	¥	Υ	y	7	٧
โดโม Rumbar of แผน ของเกมอุตอง องการจุดสั	٧.		i -			1		
rehebildation units provided	Y	۲	7	۲	, ,	γ.	۲	Y
Gr. Occupancy status of any existing units provided,			1	·				
III Rehabbitation	٧.	٧	۲	1	۲	,	7	۲
find [3] Minimum bet-hyde election regarded	Y	'n	7	Y	7	y	7	7
6 d (2) Intal Set Aside Breakdown Chart properly			1					†
(e sipletes	٧.	7) r	۲	Y	۲ ۲	γ	Y
6 s. Unit mus provided and meets requirements	γ	γ	7	4	···· ·	Y	Y	 ;
G.f. (Pamber of residential buildings provided and	•							
iKanta requirements	٧.	7	1,	۲	۲	r	9	Y
7.4 [sulence of Sile Control provided	Y	۲ أ	7	Y	· 	٧	Y	y
7.b [1] Approcesate Zessing demonstrated	7	 	7	777 Y	Ÿ		7	7
7.b (2) Availability of Water demonstrated	Y	7 -	Y	Y	,	· ·	7	,
7.5 (3) Availability of Sewer demonstrated	Ψ	7	7		7 "	Y	Y	7
Rid Green Buchen Certification or minimum		-		****	<u> </u>		_	· '
Additional Green Building Coytures selected, as applicable	γ	,	r	۲	٧	*	Y	r
9 Minimum number of Resident Programs wheated	γ	Y	,	۲ -	γ	*	7	¥
10 × (1) Applicant's SAIL Funding Request Amount provided	۲	'n	r	Y	Y	Y	1	7
10 a (1) Flig-ble SAS Request Automat Myeja] -		·	-
Minimum Decrest Amount [Minimu Dade Counsy	r	y	Y Y	,	y	ų	¥	N N
Onb)	•	1 '		· '	1 '	, T	, ,	1
30 a (2) Applicant's New-Competitive HC Request		 			 • • • • • • • • • • • • • • • • • • •			
Amount provided	7	T	T T	Y	γ	Y	¥	۳
10 v (3) Applicant's MMRB Request Amount (d		 	-	-		\. .		-
Estpenships in strong Bondi) or Broad Rengest Amount (a				}	1			
and Other Required Information (if Ran Corporation)	γ	1	4	[v	Y	Y	¥	7
					1			
issoed Rends] potended		L		<u> </u>	1	l	J	

	2021-22985	2011-33085N	2021-23185N	2021-23285	2021-23385N	3021-2345	2021-23585N	2021-2365
Dezelopmont flame	Мику Ст ара Ртеметуе	Calvisa Pourite	Waterview Přetervé	Majidences an Solal Parc	Vista Breeze	Recidences at Opa- Locka	Hermosa Force Mysess at Evans Y Y Y Y Y Y Y Y Y Y Y Y Y	Magnolia Family 0
10 c. Ósvelöpment Cost Pro Roema providod (Issue) Reperises or Dens) and Construction/Rehab malysis and Permanent analysis (Istay sources) – Sources mich oggal/or neseed syes	۲	v	*	ř	٧	Y	Ť	γ
Total Development Cost Per Unit Lemilston met ISection Five, A.1.)	Ÿ	Y	7	¥	۲	Y	7	y
Verification that the Applicant has conclosed on the Like Exernal Bond branking prior to the Application Deadling (Section Deg. C.)	Y	Ÿ	r	۲	Y	Y	Y	,
Varification of the peter algeptume to entrophytomate lenter credit underwriting for the same Development In a previous REA Section Five, A.1.	Ÿ	4	ï	۲	¥	Y	y	Y
Venification of no recent de-obligations (Section Five, 4.3.)	٧	r	Y	*	Y	Y	γ	7
Finantial Arreats Met Section Five, A.1.)	" Y	(v)	'F		Y	Υ Υ	Ÿ	7
AS Eligibility Requirements Met?	. Υ	<u> </u>	Y	Y	۲	γ	Y	· y
Tie Breakers 10.0 Par Unit Codssportion Supplying Preference, d applyinable (Section Five, 8.4.6.)	Y	7	'n	¥	7	v	Y	Υ
Sign Protomity Furnding Preference	Y	<u>Y</u>	Y	Y Y	- 	T Y		·
5.e. Grotory State Funding Preference	ĭ	. 7	γ	Y	Y	T -		7
5 n. Colombia ty Service Preference	۲	٧ :		Y	γ	1 17	Y	Ý
Foreda Job Escation Professors (Snotlan Fire, 8-4 d)	Y	γ	γ	1	Y	Y	Y	Y
Lettery Number (Spraign Five, B.4 e.)	5.0	5 5	ь	36		- 83	20	27

	2011-229B\$	7021-73085N	202J-231BSM	2021-23285	7021-2338SN	2021-2345	2021-2038SN	2021 2365
Development Name	Mhty (1461 Preserve	Cakira Potote	Watonsew Preserve	Residences at SaMi Parç	Victa Brogge	Residences at Opa Locks	Herrinosa Port Myerr अ Evens	Magnolia Family I
Veterant Preference		1				ابر الما		<u> </u>
2 b if committing to the Elself, Descripting Commitment, does the Replication quality for the Voterans Profesence?	и	В	¥	N	И	И	Y	٠,
Self-Sources Applications			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•		·		·
3 a [1)(h) Applicant stated that it was a Self Sourced implication	N	N	น	v	h	N	ы	F)
2.a Secretary is Committeed of Lamily was selected	и	fr	N	Y	M	N	h	•,
4.b. Development Calegory of New Construction was selected	и	14	fiz.	· · · · · · · · · · · · · · · · · · ·	ř4	н	ы	N N
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Developmen) Name	Phys Trail Apartments	Culmer Aparimanti (III	Culmor Aparlments II	Quali Aport Transit Villago IV	Wynwed 2.1 Apatramu	Arthur Mays Serior Residences	Uberiy Renalissance	Princeton Crossings
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5 g. Development is not an LDA Development	N	' 14	14	1 N	N	74	N	
6 B. At least 5% of the conductor were yet upde below 50% AMI	N	N	N	14	N	N	14	٧
10 6 (2)(i) the Self-Sourced Financing Commitisient Verification Forms (Fee: 11-19) was provided and executed by Ratural Person Principal of tha Applicant stated on the Principal Oholosuse Form	N	H	N	N	N	rı .	f4	¥
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if all of the above requirements are mot, the Applica Sourced Applicaci	พ	h	N	и	N	N	N	*

RFA 2020-106 Sconing Sheets

	2021-24585	2021-246BS	2021-24785N	7021-24885	7021-24985	2021-2505	2021-25185	2021-2525N
Development Name	Stadium Towers	Çadenşa at Hac le nda takes	Quail Roost Transle Vallage V	Cordova Estates	Vista at Cocompt Palm	Magnolia Senkor	The Willows	Fulltum Ferrace
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3x.[2] Submission of Princo(A) Disc. Form that in either [a] Mamped "Approved" as least 18 calendar Days Julian to stic App. Aron Dendline, or [b] stomped "Received" by the Corporation at least 14 Calendar Days Julian to the App. Alson Dendline Arthurstance "Approved" pe or to the Application	5	5	5	s		, -		
11 Sucultive estate (Contribution (Up to 5 p. ints)	3	5						1
Potal Points Imaximum of 25 point	- 25	25	25	25	74			
Eligibility Requirements		43	25	7.7	25	25	25	25
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7.a. Dambgruphic Commitment selected	۲	'n	· ·	Y	У	τ		7
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3 a (2) Evidence Applicaen is a Legally lumbed entity provided	۲	y	7	•	Y	γ	· ¥	,
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5 d (?) Lastinge and Emigringe Copart rates for any Scattered Sites provided, if applicable	¥	'n.	Ÿ	,	y v	1	Υ	۲
5 e 121 Minimum Transili Scale mes (il applicato)	ν	γ	Y	У	'n		Y	٧.
5 ու Miñimum Tatial Propilmaty (governe)		Ÿ	7	,	'	Ÿ	' _Y	Y Y
5 f. Marstetory Distance Regusement mer	7	· · ·	· v	7	Ÿ	· ;	· · · · · · · · · · · · · · · · · · ·	1 7
5 g. Umsted Development Area (IDA) conditions mes.			·			'	,	
if applicable	Y	Ý	Ÿ	γ	Ť	Υ	Y	۲
6.8. Total Number of Units processed and within himits	٧	Y	۲	Y	Y	Y	Y	γ
6 b. Romber of new construction units and								†
rehabilitation units previdad	Y	Y.	٧ .	Y	*	٧	¥	۲
6 C. Ostrupancy status of any existing units proyeded.			i					} ·
if Rehabilitation	Y	۲	۲	r'	¥	Y	Y	٧
Gold Minimum Set Aside election provided	· Y	γ -	7	y	Y	Υ	¥	Y
6 d (2) Tabil San Assle Birahdgam (b.sr) property					,	1		1
completed	Y	j Y	۶ -	7	Y	Y	Y	٧
Ge. Unit mis peoinded and meets requirements	Y	Υ	Ÿ	Y	· · · ·	Ÿ.	Y	Y
64 Number of residential buildings provided and	γ				_			1
meels requirements	Y	Y.	۶ -	7	۲	۲	Ÿ	Y
To Evidence of the Control provided	Y	Υ "	,	Y	Y	Y	Y	7
/ b.(1) Appropriate Johns digramostrates	Y	Y	7	7	Υ	Y	y	1
7.5 (2) Availability of Water deministrated	γ	· ·		γ	7	-î _y	y	Y Y
7 b (3) Availability of Sewer deministrated	, v	Y	, " ₇	Y	Ý	Y	Y	Y
5 ti Green Building Feri, feat on or (Kissonia) Adultional Green Building Features selected as	Y	Y.	'n	7			y	
ocolespie	<u> </u>		(Y	Y	7	, ,
9 Minutom Bunder of Resident Programs selected	γ	Y	٠,	r	Y	Y	γ	,
10 a (1) App. rant's SAIL Funding Request Amount	Υ Υ	Y	γ γ		Y	γ	· · · · · · · · · · · · · · · · · · ·	,
<u>ยเอกซ์คร์</u>			!				'	ļ. <u>'</u>
30 à (Elig&re \$4ll, Request Amount Meets			1					
Maranam Reguest Amiliant (Mioral-Dade Copoly Only)	γ	Y	,	7	Ÿ	٧	7	7
30 ± (2) Applicant's from impertaine (C Regues)			1		 		•	
Amount provided	γ	¥	,	1	Ÿ	γ	Ÿ	Y
10 a (3) Applicant's MIMEB Request Amount (if	1	1	 -			}	_	1
Corporation, must Bonds) or Bond Request Amount						i I		
and Other Required Information (I Non-Cooperation-	Y	Y	Y	*	٧.	Υ	γ	Y
ntried Boods provided	l '	1		1]		

RFA 2020-205 Society Sheets

	2021-24585	2021-248BS	2021-24785N	2023-248BS	2021-24985	2021-2503	2021-25185	2021-2525N
Development Mame	Stadium Towers	Cadenza at Hacienda (akes	Quad Roost Transit Village V	Cordova Emales	VIMI NE Coconor Palm	Magnolia Senior	Піф Маламі	Грапана Тептасе
10 c. Development Cost Pro Forma poweried (listing				-		1		}
expenses or uses) and Construction/Rehab analysis								
and Perinanent englacy (Esting sources) - Sources	Ý	V	*	۲	γ.	Y	Y	ł Y
most equal or esceed uses								1
Rola? Developinent East Pur Urst Hamilatour mei (Sestion Fire: A. 1.)	¥.	ï	¥	γ	7	γ,	Y	Y
Vendestion that the Applicant has not closed on the		-						
Tak-Exempt Botol Intacking prior to the Application	y	· ·	,	ļ _v	,	Y	ř	¥
Deadline (Section One, E.)				<u> </u>		·	·	'
Verification of no prior accoplance to an investables no								
etilet tied: udderwilling for the 14 mg Development.		۲ ·	٠,	y y	Y	Υ	Y	۲.
cra previous RTA (Section Fixe, A.1.)		}						
Verification of the recent desobligations (Section Five,	Y	,		· ·			· · · ·	
A ()	<u> </u>	L ′	7	l '	Y	Y	Y	Υ.
Financial Arreais Mos (Section Fire, A.L.)	Υ	γ	Y	· · · · ·	, Y	۲	7	r
All Eligibility Requirements Met?	Ť	۲	T	۲	Υ	т	Y	Y
Tin Brankert								· ·
10 d. Per Unit Construction Functing Preforeixe, II	Y	r	¥	7	,			
applicable (Section Fine, B.4 b.)	'	,	<u>'</u>	<u>'</u>	,	٦	Y	۲
5 e. Promouty Lunding Preference	Y	э. У	۲	7	· · · · · ·	Y	Υ	7
S.e., Grocery Store Funding Prefurenza	7	γ	¥.	, y		Í	7	,
S.E. Commissional Shruch Preference	Y	γ	¥	· 'r	N	Y	Ÿ	T
Norida Jab Creation Preference (Section Five, B.4. d.)	γ	'n	۲.	,	,	Υ	y	Y
Lottery Number (Section Fig. B.4 +)	67	8 -	41	63	65	20	ιú	15

	2021-245B\$	2021-14685	2011-24785A	2021-248BS	2021-24905	7021-7303	2011-25185	2021-2525N
Development Name	Stadlum Towers	Cadenta at Haclenda Cales	Owall Roost Transit Village V	Cordova Estates	Visia at Coconut Palm	Mag nolia Sentor	Тье Willows	Fullham Terrace
Veterans Preference					· · · · · · · · · · · · · · · · · · ·	\		<u> </u>
b If commenting to the Elderly Demographic commence: I, does the Application quality for the retorous Professors*	и	γ	۲	и	ř+	Y	γ	Ψ
elf-Sourced Applications					·	·	<u> </u>	· · · · · · · · · · · · · · · · · · ·
3 a 10)(b) Applicant stated that diwas a Self-Sourced Coplication	γ	*1	н	н	Y	N	×	ы
la Demographic Controllment of Camily was elected	Υ	61	N	N	Y	N	*	ř.
b. Development Easygory of Now Economic Into war, elected	4	N	и	n n	Y	N	N	, n
g Development is not an IDA Development	Y	11	и	ři	ÿ	N	21	N.
od. At least 3% of the total units were sen as de relew 50% AtAi	γ	N	14	n	Y	N	N	נח
10 b (2)51 The Self-Sourced Financing Commitment Jedik abon Form (Rev. 1), 10) was privided and received by National Person Piercipal of the Applicans stands on the Principal Operative Form	Y	N	74	н	y	N	Þj	N
Dib CRM Verification that the Amount of (effi- natived linancing committed from the Principal Lated on the Sulf-Sourted financing Commitment endoctron form was the greater of at least half of the eligible 50% teconst amount on Schmöten.	Y	н	и	N	,	N	, u	נח
I All of the above requirements are met, the Application of Applic	۲	#1	N	N	Y	Ŋ	N	N

	Z021-Z53B5M	2021-25465At	2021-2555N	2021-2565	2021-257 8 5N	2021 2585	2021 259854	7023 260 0 5
Development Name	Arbor Park	Princeton Gravij	Somersat Lindings	Sérenity Grave	Flats at Bald isin Park	Nathun Aldge	Douglas Gardens	Azia Aganmania
Pbl/43 Swarded		*			······		·	
Sookmarktig Attachmonis prou to inteniglap	5	5	5	D		• • • • •		
Section Three A 2 b 1 S polnts		<u> </u>		"	ļ			
1 6 (3)(b) Developer Experience Withdrawal	5	5	5	5			, <u> </u>	
Cistingentiae (5 points)				, , , , ,			<u> </u>	
1 6 (3)(r) 67[6](t) Corrective (5 points)	5.	5	5	5]	
3 c.[2] கூரிங்கான நி Pringpy I நிருஞ்ணை செரு that		1		. —				
n either (a) stamped "Approved" at 4220-14					ĺ			
Calendar Days prior to the Application Deadline or				1	<u> </u>			
(b) stamped "Received" by the Corporations at \$455	5	5	5	3				
t4 Calendar Days prior to the Application Deadline		l j		1				
ARTI stamped "Approved" pelor to the Application								
ÜBadlıng		ļ		-	ļ			
tt loud Geenament Contrikation (Up to 5 paints)	5	0	5	5			1	
Fetal Points (maximum of 25 point	25	20	25	20	25	25	25	
ligibility Regultersents			,	1 20		13	25	25
Submission Reguliements met fuection Three, A.	_'	N 1	Y	7	· ·		· -	1
L. Executed Applicant Certification and	· <u> </u>	 	_		} 			<u> </u>
Acknowledgement form submitted	Y	Y.	Y	۲	7		۲	*
2 a Demographic Commission (selected	Y	N N	¥.	7	' у		, -	,
3 a 131 Name of Applicant provided	Y	V	٧.	· ·	Y			
3 a [7] Evaluate Applicant is a legally formed entity	γ	,		i Total		,		·
corvided	r	! ' <u> </u>	V	Υ	y		ì	1
Dib (1) Harme of Each Davelaper (see et al.)	Y	<u> </u>	8	" "	۲	_		<u>-</u>
3 b (2) Evidance that each Daveloper epitty is a	Y	T ,		<u> </u>	•••			· -
lepally formed entity provided	•	<u>' </u>	Y	γ	y	*	Ÿ	۲
3.b (3)(a) Developer Experionze Regultement mot	Y	1	Y.	Y	Y	Y	Y	Y
3 c (1) Piowipale for Apple and and Developeds)							`	·
Distribution From provided and makes regularized;	Y	N I	۲	Y	y	γ	7	Y
The same your products in most of state in the same in								
Hd (I) Management Company information provided	ř	v	Y	Y	γ	7	7	Y
d (2) Price Beneral Management Company					· · · · · · · · · · · · · · · · · · ·		-	
Experience requirement mel	Y	h h	Y	۲	Y	Y	γ	Y
Te.[1] Authorized Principal Representative provided				 	l 			
and media regularitani i	¥		Y	۲	7	y	Y	٧
4 5. Nattle of Proposed Cevelopment projects	Y	,	۲	- 	, -	Y	· ,	Υ Υ
i b (II) Development Category selected	- ·	- 1	<u> </u>	· ·	· '	7	'	Y
4 b (2) Development Catagory Qualifying Conditions		<u> </u>	•			•		ļ '
ri n I	¥	۲	Y	۲	Y	γ	Υ	Y
C Gavelapment Type provided, and breakdown of								
number of units assestated with each (topic) properly	Y	()	Y	Y	,	,	ų	¥
Type, at applicable]		1	,		'	'
5 a County Identified	- γ	-	r	٧	· Y		· ·	Ψ

	1021-253BSW	2021-25485N	2021-2555N	N21-2545	1021-25785N	2021-2585	2021-239BSN	2021-26085
Gerekopment Name	Arbor Park	Printeton Grave	Somerlet Land ing s	Serently Grave	Flats at Ballowin Park	Nəthan Ridge	Douglas Gerdens	Aria Apartmenti
5.6 Address of Overelagonent Sterps (aded)		j v i	,	Y	7	γ	Y	γ .
5 c. Gvestion whether a Scottered Sins	y	, —I	,	,				
Decelopinalis entweled	<u> </u>	.] '	r	'	Y	Y	7	γ
S.R.F.I. Development Local on Point provided	γ	Y	7	Y	7	γ	Y	7
5 d (2) Latitude and Longaude Coordinates for any	T T	, ' _Y	¥	т	Y	, v	,	y
Scattered Shat provided If புறாக கூட்ட		, ,	r			Υ	,	7
5 x [3] Min mum Trainint Serve met [if acolerable]	γ	Y.	Y	T_	۲	Y	Y	7
S.e. Molmum 1. Itas Presi mity Scare iner	Y	Ψ	Y	Y	Y	Y	Y	7
5.f. Mandatury Distance Requirement met	Y	Y	'n	т	Y	Y	Y	7
5 & timited Development Area (tD4) conditions met	Y	Y	7	y	Y	u u		
il applicable		<u> </u>		'	ا ' ا	۲	7	7
6 a Total Number of Enlis or vided and within units	٧	۲	٧	ν "	¥	y	У	7
if b. Number of new construction units and	Y	γ		1				·-
tehebilitation units provided	Υ	l '	7	•	Y	۲	,	Y
6 < Octubrocy clotus of any existing units provided,	Y						1	·
if Rehabilization	r	۲	ř	i'	Y	۲	¥	γ
h.d (1) Minneum Set Assie electron pro-ided	Y	Υ	,	· · · ·	۲	γ	y	γ
6 d (2) Traal Set-Aside Breakdown Chart properly	y		,		<u> </u>			
re-mplate s	r	Υ	r	٠,	٧	۲	Y	· ·
6.6. Unit role provided and meets requirements		γ	N .) Y	Y	Y	У	У
ि। शिज्ञादेश of ves-dential buildings provided and	γ				—			**
meess requirements	r	Y	¥	*	۲	۲	7	``
7.a. Eviden e of 5 le Contr. I propodest	· †	γ	,	•	۲	Y	· · · · · · · · · · · · · · · · · · ·	y
7.b (1) App. occuste 200 ng demonstrated	Ÿ	Y	Y	T T	۲	Y	Ÿ	Y
J.b.121 Availability of Water demonstrated	Υ	[Y	¥	r	Y	Y)	7
7.b [3] Availability of Server demonstrated	Υ	γ	•	Y	Υ	Y	y	Y
Bill Literal Budding (செர்மிர்ச) நடிகள் காறாரமா								·—··
ಗಿನನೆಯಾಗುವ Green Bulking Features ಕಾರ್ಟೀಚಿತ್ರ ಎಂ	γ	۲	Y	Y	Y Y	Y	7	7
≱jqdn.ab le					 _			
9 Minimum number of Resident Programs ratected	γ	٧	Y	۲	۲	Y	Y	7
10.5 [1] Applicant's SAIL Ferraing Request Amount provided	Y	7	ŗ	Ý.	Y	Y	7	ï
10.a [1] Ligitës 542 Regoesi Ameriai Maats		}		 -	-			
Mildham Beilgeri Amgant (Miami-Dade County	r	γ	¥		۲ ا	y	1	
ընդի ընդի	•	'	•	'	'	,	y	¥
10 a [2] Applicans's Non-Compatitive #61 Respect		} 		1-				
Amount provided	r	γ	Y	N.	Y	7	y	¥
10 a [3] Applicant's MARR Request Amount (if		}		 	 			
(Ceporation Issued Bonds) or Bond Exquest Amagos		}						
and Other Required Information (if Non Epiporahete	r) v)	V.	۲	۲	y	¥
issued Bands) provided		1						

RFA 2:20-205 Storing Shoots

	2021-253BSN	2021-25489N	2021-255\$N	1071-2565	7021-2578SN	2021-2545	2021-25985N	2023-26085
Development Flame	Arbor Park	Princeton Grove	Samers ac Candings	Serenity Grave	flats at Baldwin Pari	Neihen Rädge	Douglas Carden	Arla Apariments
10 i Disvelonment Cost Pro Forma provided Jishing expenses of usest Jand Constroit on Rechalismanys s and Perinacient analysis — ulting scarries) — Storices must equal or exceed uses.	v.	Y	γ	•	,	Y	Y	Y
Total Development East Per Urc Jan Jaton met Section Eng. 4.3.1	v	Y	7	Y	¥	Ϋ́	γ	Ÿ
Ver feature that the Applicant has not access on toe Tax French (Bond Informing prior to the Application Deal Mer (Section Ond, C.)	У		r		Y	γ	Y	γ
Ver ficialism of no prior acceptance (to am invitation to entil Gredi) grader writing for the same Deschillement In a previous RSA (Section Five A.). }	۲	y		*	,	Ÿ	γ	y
Vyu f≼akigh ol novrecen) de objigato is (° tiln Five 4.1.)	Y	<u> </u>		,	Y	¥	y	γ.
Financial Arceas Most Section Five July	F	(, , , , , , ,	-	r	۲ ا	Y	¥	Y
AD ENGINERY Requirements (Net?	۲ .	<u> </u>	Y	N	r	T	Y	у у
Tie-Grookers						•	•	•
10 d - er Unit - obstruction functing Preference के बाहर कोई: (Sectors Fire, 8 d.b.)	ĭ	<u>}</u>			Y	¥	γ	γ
5 n - overally Funding Preference		7			Y	 ;	Y	¥
S.a. r. ceryStoro€tstoling P. element.e	Y	Y			γ	٧	γ	Y
5.n - Cotationary Service Preference	Y	γ	. Y		н	Y	γ	y
Florkladab Creation Preference (Secrit in Florida 4 d)	γ	Y	¥	7	Y	4	۲	Y
Lattery Bomber (Section Fire, 8.4 p.)	29	82	85	61	36	it.	L3	34

	2021-25385N	2023-254#SN	2021-255 5 97	2011-1965	2021-257BSN	2021-2533	2021-259 6 5N	2021-160BS
Development Name	Arbor Park	Princeton Grove	50roerset Landings	Serenlly Grave	Plants at Bulchesen Plank	Nathan Aidge	Douglas Gardem IV	Ariz Aparimonis
Veterans Preference	**	,	•	1	1			
J b - If committing to the Essety Gemographic Comminment, উচ্চাই কিছু বিচ্চাই কালে আন্তর্মানু for the Veterory Creference?	Y	у [ř.	F ₁	н	N	7	N
Self-Sourced applications		•					\	<u>' </u>
3 a (1)(b) Appărazii stalęd ifist ii was a Self Scorred Appăration	ħ	и	ħ	ţı.	М	γ	н	н
To Demographic Commitmees of Family was salocted	h	н	N	н	N	Y	и	N
4 b. Development Calegray of New Econtraction was selected	n	N	N	N	N	Y	N	N
5 g. Developicent is not an UDA Development	N	и (N	N	N	¥	N	· N
6 if ACS-uni 5% of the total units were set asidn below 50% AMI	н	Ŋ	М	И	N	Y	ы	N
10 to (2)(i) the Self Search Emailting Committinent Verification Form (New 11-19) was provided and executed by Natural Passon Principal of the Applicant stated on the Principal Disclosura Form	ų	н	N	N	N	Y	н	N
10 h (2)p) Verification that the Amesint of self senced financing remotited from the Princess stated on the Self Sourced Favorsing Commission Verification form was the greater of all least folk of the eligible SAIL request amount or \$1 millions.	И	te .	N	N	M	¥	N	N
if all of the above regolverients are met, the AppAca Sourced Applicant	te	1%	N	24	N	Υ	21	N

RFA 2020-205 Scoiling Streets

	2021-261B3AV	2021-26285N	2021-2615	2021-26485	2031-2655N	2021-264059	2021 26785	2021 2588SN
Öevelopment Name	Uncola Gardens Elderly	Sigrra Bay	Oskhumt Trace	Pinnexie Gardens		The Avalun	Puerca del Sal	Dayside Breeze
Points awarded				·	`			
Dookmarking Attachments prior so submission Section These, A 2 is \$15 points!	5		"					
3 h () (h) Developer Capertence Withdrawal Districtantive (5 points)	5		1	5				
3.6 (3)(4) 676820-3 Полосия (5 русти)	, 7	3		· · · · · · · · · · · · · · · · · · ·			í –	
3 c (2) Submission of Principal Exactories Form than				····-				
is either (a) stamped "Appropred" at least 14								
Calculdar Days price to the Application Cambridge or								ļ
[b] stamped "Received" by the Corporation at least								}
14 Cileticar Days plant to the Application Cearline								l
ARU stemped "Approved" price to the Application								1
Deadline								
It Total Government Consultation [05 to 5 points]		,						
Total Polists (maximum of 25 poin	25	75	23	25	25	25	25	25
Eligibility Requirements							1	
Submission Bergultaments met (rection Three, A.)	Π γ	*	, v	γ	,	1		,
L. Executed Applicant Centification and				<u> </u>		·	†	
Atknowladgament form rubsolited	γ	٧.	Y	Y	,	1	1	*
Z a - Demograpiko, Communent pelepted	· - y	7	¥	7	ν	1		,
) a IDI Name of Applicant provided	Y	Ŋ,	Y	1		Y		, , , , , , , , , , , , , , , , , , ,
3 a (2) Evidence Applicant is a legally lonned entity provided	γ ,	N	ı v	,	т	1	,	,
1 b (1) Name of Each Developer provided			Υ	7	ï	,	1	,
3 D (2) Evidence that each Dovolegor onity is a	•	· .	· ·		•	· '		'
legally formed entity provided	γ	¥	Į v	Υ	Y	Y	7	y .
16 (3/la) Developer Esperience Regultemens mes	r	٧.	· · · · · ·	· ·	v	,	7	
		,	 	•	 '	,	'	Y
3.c.(1) Principals for Applicaes and Diversoper(s) Condomine Form provided and meets reguliements	<u> </u>	γ	y y	,	v	Y	۲	γ
3 d.(t) Management Company ကြေးကျခဲ့ရာ ျပခွာတို့ချေ	,	۲	Y	Y	Y	Y	7	y
1 d.[J] Prior General Management Company Experience requirement	Υ	Y	۲	Ţ	Y	γ	7	۲,
I = (I) Anthonical Principal Representative provided and meets repulsements	r	v	Y		Y	γ	γ	Y
4.3. Name of Evoposed Development propiled	,	Y	V	· ·	Y	γ	,	- · · · ·
4 b [3] Development Category selected	· ·	γ	7	· · · · ·	Y	7	 -	· ·
4.6.(3) Development Category Qualifying Coreid: one met	ľ	Y	Y	í	٧.	, ,	y	۲
4 a. Development Type provided, and breakdown of number of unds associated with each Development	۲	¥	Y	1	Y	y	т	Y
Type, If applicable	<u>-</u>		<u>ļ</u>	ļ <u></u>	<u></u>			
5.a. County abentified	V V	! Y	, v	Y) Y	Y	,	7

	2021-261BSN	2021-262BSN	2021-2625	2021-26405	2021-2655N	2021-26605N	2021-26785	2021-26885N
Development (4-sine	Lincoln Gardens (Merly	Steera Bay	Oakhursi Trace	Pineacie Gardeni	Dunedin Seniar	The Avalor	Puerta del Sol	Bayldé Breeze
5 b. Aildiess of Development Site ov 17 ded	7	Y	Y Y	Y	y	Y	,	,
5 c. Question whether a Scattered Sires	y	,	· v				· ·	
Savalupment antwered	<u>'</u>	,	,	γ	7	¥	γ.	۲
Sid (1) Development till ation Point provided	Ÿ,	٧.	Y Y	Y	Ÿ	Ý	Y	7
5 of (2) Cultitude and L. ngillude Cop Beares for any	y	1	8	l y	Ÿ		7	7
Scattered Sites provided, il anpirable			ļ	!		'	<u>'</u>	<u>'</u>
5 e (2) Minimum Tran It Score met (Tappiliable)	۴	٧.	٧	<u> </u>	7	Y	Y	y
Sie Minimum fasal Pri desdy Score mer	7	N N	٢	7	Y	Y	Y	Y
5 f. Mandalory Distance Requisiment met	Y	1	, v	Y	Y	Y	7	Y
Sign (umited Developmen) Area (LCA) conditions mas, if acolicable	γ	v .		Υ	'n	Y	7	Y
6.a. Tecal Mondae, of Units pri vided and with in limits	¥	٧		,	γ	Y	Y	y
6b Number of news install in Australia	7	· v	Υ.					
(aliabittatiito unity pri soled	<u>'</u> .	,	,	Y	۲	Y	y	7
各で、Occupancy status - Langles straturits peolidad。 if Rehabilitations	y	٧	٧	,	y	Ψ.	Y	Y
6 d (D M.nenum Ser Alide election provided	ř	Y	Υ .	Y	7	Y	,	· ,
6 विद्या forul Ser Auste Breat diten (Inari proper y		_						· ·
completed	н	N N	V	γ	y	¥	γ	Υ Υ
6 n - Ultil Bix planded and meets requirements	γ	٧.	N N	Y	Y	Y	Υ	ν
5.1. Number of residential buildings price dad and	y	Y	۲.	,	y		,	
<u>westricanequentr</u>	<u> </u>	, , , , , , , , , , , , , , , , , , ,	,	, '		۲	, ,	Y
Zia Edistencia ed Site Control provided	¥	٧.	۲	Ϋ́	7	Y	Y	γ
7.6 (1) Appropriate Zoning demonstrated	γ	Υ -	Υ	Y	7	Y	Y	Ψ
7.0-{21 Availability of Waley demonstrated	γ	Υ	٧.	Y	Y	4	γ '	Y
7.b (3) Avadability of Sewer demonstrated	Y_	٧	۲	Y	Y Y	Y	Υ	7
ald Green Building Certification or minimum		-	1					
Add tional Green Building Features (स्ट्रिस्ट) तर	7	Y	۲	Y	¥	Y	y	Υ
abbleapile								
9 főrormum rezmber of Resident Programs soleetæs	γ	Y	y y	٧ .	¥	Y	γ	Y
tülə (1) Apsticani's ŞAB Funding Request Amount puroided	Ť	Y	Y	۲	'n	ν	7	y
10 a (1) Eligible SAIL Request Amount Meets							 	
Millamoth Request Amount Migral-Dade Course	¥	¥	8	۲ ۲	¥	Y	Y	y
Onlei			l		,		· '	'
20 a (2) Applicant's Non Compension HC Request				·				
Amount provided	ř	Y	Y.	۲	7	Y	Y	γ
Silla (3) Applicant's MMR6 Request Amount (d	"			t	· -			
Corporation is isred Bondi ex Bond Redges) Appount								
अर्क Cither Required Information वं Mon Corporation:	ř	٧	ν.	۲	¥	T	۲	Y
-ssued Bonds provided							I	

RFA 2020-216 Scanng Shepts

	2021-26185N	Z021-Z6Z85!4	2021-2635	2021-264BS	Z021-Z6552I	2021-3668241	2021-267BS	2021 258BSN
Development Name	Uncoln Gardens Elderly	Slerra Bay	Dakhurst frace	Pinnəciq Gardqısş	Duzsedin Seniar	The Avalan	Puerta del 501	Baysida Breeze
ID c. Pecelupment Coxt Pro Forms provided (listeg expenses on uses) and Construction/Rehali analysis and Permanent amalysis (listing sources) — Source i must equal or excent uses	7	ìr	۲	Y	۲	Y	т	,
Total Development Case Per Unit Comitation met [Section Tive, A.1.)	γ	ï	Ý	Y	Y	Y	'n	
Servication that the Applicant has ont closed on site Law-Exempt flood Sinancing peops to the Application Duadling (Section One, C.)	r	ï	Ÿ	Y	¥	ï	۲	,
Werilitation of no prior acceptants to an incitation to econt triulit only reguling for the same Development In a previous RFA, (Soction Five, A.) }		¥	*	Y	y	Y		,
Verilliaissi of obliggent de säägations (Section Fire A.1.)	,	Y	,	Y	y	т	γ	
Financial Amears Mei (Section Sive, f. 1.)	γ	¥	١	** Y	r	¥		<u> </u>
All Eligibility Recodement Me17	N	¥	Y	Ť	۲	,	Ť	Υ
Tie-Breakers								
lD d. Per Unit Construction Forming Preference of applicable (Section Tree, 6まも)	Y	Y		v	γ	y		
5 n Proximity Funding Preference	Ÿ	У	77 77	Y		7	Y	}
Sile. Grecery Steva Fonding Profesionary	Y	'n		У	γ -	Y	,	,
S.e., Commonny Service Preference	Y	. V	Y	Y	Y	9	Y	7,
Florida Ich Creation Preference (Section Flori B.4.8.)	'n	Þ	· ·	Y.	¥	ï	٧	ı
Lattery Number (Secress Eng. 6 4 p.)	55	86		35			34	14

R. A 2:(2): 205 Seo. -g \$1996b.

	2021-14185N	2021-262BSM	2021 2635	2021-26485	2021-2655N	202 L-Z6685N	2011-26785	2021-26883/4
Development Mane	Closelo Gardens Elderly	Steera Bay	O#huns frace	Pinnacie Gardens	Dussedin Straige	The Availar	Puërtë del Sਨੀ	Mayalde Breeze
Veteram Preference			 -	<u></u>			L	
2.5 Committing to the Esterly Demographic	· 			Ţ				1
Committeels, dust the Apply algoriging like for the	٧			ta .	Y	¥	N	ы
Vezerans Preference?					·			
Self-Sourced Applications	·· ·· · · · ·		· · · · · · · · · · · · · · · · · · ·	·	•			
3 a (C(0) Applicant stated that it was a SAIT Sourced	м	и	H	M	N	М	N	N
News Comm			ļ ——					`
0 a Demographic Commonwest of Fairaly was ভালত লব	12	14	řs.	ļ ~ !	f)	N	N	N
4 b. Development Extegory of New Consistetion was selected	и	н	М	P1	ы	N	N	rı .
Sign Cosolopiment is out an ICA Development	и	N	T4	N	N	N	N .	И
Rid: At Fast 5% of the Total Units were set asido Celow 50% AMI	и	11	В	h :	N	м	N	N
10 0 (7)[i] The fast Squised Financing Compastinent Verification Form (Rev. 13-19) was provided and erodoxid by Ratinal Person Principal of the Applicant stated on the Frinapol Disclosural Form	и	и	и	řa .	į,	N	N	N
16 b (NIP) Vertication that the Amount of self- sourced limiting committed from the Principal stated on the Self Sourcid Producing Commitment Verd Carotin From wary the greater of at Peart half of the eigeble Self request amount of \$1 million.	И	te	fu	N	N	17	В	74
If all of the above requirements are met, the AppAca Sourced AppAcant	k	14	N	N	N	N	R	N

	2021-2695N	2021-2705	2021-27185N	2021-27285M	2021-2715	2021 27485N	2021 375050	2021 27655N
Оеувіоризені Ізатіе	Sauthwick Common	Metro Grande II	Royal Pointe	Park Ridge (I	The Villages Aparimanti, Phase II	Beihany Gardens Aparlments	Hermoth North Fort Mygri	Orange on 14th Street
Points avvarded								
Bookinsaking Aitechments groot to submission Section Three, A.2.6.[[5 points]	5	5	5	5,				
3 b.[3][b] DoveSoper Experien; e \Mithdox and Drywentise (5 points)	5	5	5	3			•	•
S.b.(1)((c) 67ER/20 f Disinterflice (5 panies)	. 5	1 - 1	5	5				
Jic (2) Sobrancian of Pfincipal Disclosure Soem (Azan A arthur (a) Stamped "Approved" at least 10 (alendar Days prior to the Application Deadling, int (b) Stamped "Reserved" by the Corporation at least 14 Calendar Coys prior to the Application Deadline ARC Stamped "Approved" point to the AppAcation	5	5	5	3				
Designe		·!		— ·				
11 Cocal Government Contribution (Up to 5 prints)	5	5	5	5				
Total Points (maximum of 25 poin	25	25	25	25	75	10	20	25
(Ngiblity Requirements				<u> </u>				
Submission Requirements men (section Three, A.)	1 1	Y	ħ .	y "	Y	¥	, ,	
1 Executed Applicant Certification and Administrative mens form submitted	ř	٧.	ř	Ÿ	٦	N	,	
Za. Demographic Commitment selected	γ .	Y	Y	7	y		,	
3.2 (I) Itame of Applicant provided		7	Ÿ	Y	ï	٧.		
F + (2) (vidence AppArant is a legally formed amily provided	ř	۲	y	r	Y	۲	,	1
3 b.(3) Name of Each Developer provided	Y	Y Y	Ψ	7	7''			
3 lt [2] Exidence that eath Developer entray is a legally formed entry provided	r	Y	۴	,	Y	۲,	Y	Y
E.b.[3][2] Developer Expenserce Requirement met	Y	Ϋ́	Υ	Y	¥.	Y	Y	7
3 c 12] Principals for Applicant and Developaris) Disclasion Forto populsed and meets requirements	r	۲	۲	y	¥	N	۲	Y
ડ d.[3] Manazemont Company Information provide:l	+	Y	Ÿ	ï	Y	4	Y	Y
3 d [2] Print General Management Company Experience regularment mot	Y	γ	Y	Ÿ	Ϋ́	Y	1	Y
3 e. [1] Authoriued Practipal Representative proceded	· ·	ν	Y	Y	y	Y	Y	٧
4.2. Flame of Priiposed Development provided	· Y	<u> </u>	Y	,	<u> </u>	Y	٠,	
4 b.[3] Dovel - pittern Category Felevier	· ·	Ϋ́	7	- ;	Ÿ	- 1 V	γ -	· ·
4 h [3] Darefenment Category Qualifying Londitions met	r	Y	Y	Y	Υ Υ	Y	Y	٧.
4.c. Development Type provided, and breaktiown of hoother of units associated with each Development Type, if any cable	r	N.	····	r	ì	Y	Y	γ
		,						

	2021 2695M	3021-270S	202J-271B3M	2021-373 0 5N	2071-2755	2021-2748574	2021-27505N	2021-27685N
Developmeni Name	Southwick Commons	Mqtro Grande III	Royal Palme	Park Aldge II	The YUIIzes Apartments Phase R	Bothany Gardens Aparlments	Mermosa North Fort Mygri	Orange on 14th Street
S.b. Address of everapment in parmilled	· v	· ·		ř	Y	y	γ γ	У
57. Question whether a Scattered Sites	*	y	,	,				
Development answered	,	<u>[</u>		,	٧	۲	7	٣
5.d.[11 Devel priorit Lucation Perori priori ded	*	γ	Y	Y	Y	y	Υ	;
5 d.[7] [actiode institiong (lode Coordinates for any Scattered 5 tes provided, if applicates	¥	Y	γ	ï	¥	Y	Y	۲
S.e.(2) Maximum Transit Sc. (e-met (il 3005 4514)	Y Y	Y	'n	7	γ	,	γ	
S.≠. Michimuth Total Programity Score met	V	1	7	y		· ·	Ÿ	,
5.1 Mandatine Distance Regulerment mot		7	γ	- ;	· ·	'	Y	· ·
Sig Limited Development Area (LCA) conditions mel.		1 1	_					
ő amplicable	. Y	7	7	¥	٢	۲	¥	7
6.a- Fotal Number of Units pri পঠিল্ল আৰু চুচ্চ ফিল্ডাব্ৰ	r			٧	γ	Y	٧	N.
6 h. Nordjer of new construction units and						·		·
ishabilitat in unitu picooled		'	Y	,	۲	۲	₹	γ.
6 C. Occupancy states of any existing upda provided in the Skehalin 1911 in	•		ip.	j	۲	Y	¥	7
(id II) Mill muin Set-Asida electron provided	ν .	, ;	 ,	, –	γ	Y.	Y	γ
6 d.[2] Total Set Aside Bresslitgen (bart proper y		 			'	· · ·		- '
completed	٧		•	•	Y	۲	1	Y
6 e Und mix or is ded and meets regularments	v "	 	-	ν	Y	y	· · ·	Y
61 Number of resident albuick opening declared	,	<u> </u>			'	<u> </u>	<u> </u>	 -
meets regulements	Y	l 'i	*	ľ		۲	٦	γ
J → Eviden e of Ste C etc. provided	-		7	, -	,	N	r	Y
7.b.(1) Appropriate (ning dampostrates	r	 	,		 -	N		,
7 h []) Availability of Water demonstrated		7		;	¥	N	- · i	'-
7 h låt Availability of Sewer demonstrated	Υ	7	7	7	Y	fe	N	Ÿ
5 d. Green Building Certification of thorrown					'	† ' "		 - ′
Additional Green Building Features seiscled as	v	y	r	¥	Y	Y	1	Y
ac blk appr		L						· ·
9 Martinuss Pomber of Resident Programs selected	У.	7	,	¥	۲	Y	y	7
10 - (1) Applicant's SAR Funding Registed Amount	¥	Y	7	,	٧	Y	y y	,
pionde3		ļ		·		1		<u></u>
10 a (1) Eligible SAIL Bequest Amount Meets		I I				1		
M. Gamura Request Amount (Atlanta Dada Ççyesiy Onlig)	r	Y	4	¥	۲	7	Y.	۲
10 = (2) Applicant's Non-Competitive HC Request Amount provided	r	r	7	y	Y	Y	η.	γ
10 a (3) Applicant's MMRB Regions: Alteriorit (d		†			•			
Corperation-invest Boods) or Bond Request Amount and Othor Required Information (if Mon-Corporation invest Bonds) provided	h	۲	7	v	Y	Y	v	Y

	2031-5693N	2021 2705	2021-27185N	2021-27285H	2021-2715	2021-2748574	2021-2758514	2021-27695/9
Development Marne	Southwick Caramont	Metro Grandeli	Royal Painte	Park Redge II	The Villages Aparimonis, Phase II	Bethvariy Gardger Apartments	Hermosa North Fork Myers	Orange on 14th \$1rest
10 c. Divelopment Cost Pro Forma provided (lister experise on uses) and Constructory Behald analysis and Pertinanent analysis (biting sources) - Sources must equal or expectorss	v	,	,	,		Y	Y	1
Total Dovelopinam Eost Per Unit (imitalism mei Sestion Erge, N.).	v.	Y		Y	,	y	γ	7
Verification that the Appelrant has not closed on itse Tax-Exemps Bond Intancing paiss to the Apolication Deadline (Section Sins. C.)	у			4		Y	γ	3
Verification of no prior acceptance to an institution of enter credit underwriting for the same flevel i proent In a previous RFA (Section FNa, A.3.)	v	γ	'n	,		Y	1	Y
Vorthcanen et ne recent de obligations (- chan five a p)	У	γ		r		Y	Y	Y
Financial Arreats Mot Setsion Five, A.).]	Y	N N	¥	Y	-	y	۲	4
All Eligibilisy Requirements Met?	Ţ	۲ .	7	7	Ť	N	N	N
Tie Brankers								
10 d - Per Unit Construction Funding Profesion e. d applicable (Section Fine, B.4.6.)	Ý	γ		7		y	Y	,
S.e. Proximate Funding Preference	Y	N N		77 Y		7	v	¥
s.e. Grocery Store Funding Preference	Y	Ϋ́				7	N	,
S.E. CDIP-TION: by Shringe Preference	v	Y	γ	Y		γ	7	н
Roomla Job (seation Preference (Section Five B.4.0.)	Y	Y	¥	y			٧	y
Lestery Rember (Section Fire, B.4 e.)	3.2	43	39	- H-1	51	1	23	7

	2021-2695N	2021-2705	1021-27185N	2031-27285M	2021-2715	2021-274B5f4	Z0Z1-27585N	2021 27685N
Development Name	Southwick Commons	Matro Grande II	Royal Pointe	Park Aldge H	The Villages Aparimonis, Phase II	Bethany Gardens Aparlments	Heimopia North Fort Myers	Orange on 14th Siraga
Velerans Profocence						1		
2.5. Il (computing to the [45es]y lemegrap minitmens, devisit is Applican legishly for the Detector Preference.	'n		н	,	Н	н	и	4
Se≅-Sourced Applications				· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	1	·	
in (1)(b) Applicant stated that it was a Self Sourced Application	и	N	н	N	N	N	N	ė.
A Gernagraphic Commitment of Ramily was ✓ exted	12	N N	ří	N N	N	N	N	ĸ
4 b Doublepinent Calegory of New Const. It in was wested	N	M	rı .	N	ы	N	24	21
g. Development a not all 1. A Development	Ŋ	N I	ř.	N N	N	и		ير د
6 d. At least \$15 of \$15 total units were set as de alow 50% Afail	н	61	H	N	N	N	N	N
O.b (2[p) The Self Sourced Financing Consontment Perification Form (Rev. 17-19) was provided and executed by Natura Person Procipal of the Applicant (lated on the Principal Cliclosere Feets	и	N	N	N	N	и	М	И
10 lk (2 ti) benitasi on that the Amount of sets sourced imanders committed trumple Place pall stated on the Self Sourced Bracking Commitment Verification From which the greater of a teach ball of the eligible (bit inequal amount or \$1 m 0.5).	ti	n	(4	N	14	N	М	N
if all of the above requirements are met, the Applica Sourced Applicant	N	. N	N	N	N	н —	Pi	N

	2021-2775	2021-2785	2021-27 95 N	a of Applications
Devélópment Name	351 L/3621 Ceretard Avenue	Edkon Towers Apartments	Semonarilesd Semior Approperti	ाम्बर्ग धांचे नहा सहदर्भ वस्युमीरहेतां स्वाध
Points awarded				
Bookmarking Attachments poor to submission (Socian Thier, 4.2.6.) (Septime)	5	5		L
3 h (1)(b) Pereinpe: Experience Withdrawal Druncentwa i5 colois]	5	5	,	
3.b.[3][c] 67EB2O 1 Diameterative (5 points)	5	5	-	1
3.c (7) Submission of Principal Dissolution Fearn Hay in either (4) stamped "Approved" at Peast 14. Edlendar Days prior to the Application Geodine; or bit of temped. Received "by the Corporation or 14. Calendar Days prior to the Application Deadline 39/Distamped "Approved" prior to the Application.	5	5		ι
[@adlane				
11 Tecation roomen Contribution (Up to 5 paints)	5	Ð		,
Total Points (maximum of 25 point	75	M	25	,
Eilphillity Requirements	·			* ••
Subiristica Requirements met (vertion Three, a.)	¥	¥		
1 Energited Applicant Certification and Acknowledge steps form substituted	٧	Y	,	t
7.4 Briding (aghie, Gudamitmen) selected	8	Ÿ		,
3 a II) Name of Applicant provided	Y	Y		
3 a.[2] Evidence Applicant is a legally formul lengthy provided	Y	γ	•	
3 b (3) Name of Coch Developer provided	3	Y		
3 b [7] Evidence that ducti Davidoper entity is a legally formed antity provided	٢	Ÿ	,	
3 b (3)fa) Developer Experien le Requirement met	8	7		ľ
3 c (3) Principals for Applicant and Devoloper(s) Disclosure Form provided and meets registements	۲	Y	,	1
3 d (1) Management Company intermation provided	Y	Ÿ		
3 d (2] Prior General Management Company Experience regudement met	v	Y		1,
3 e [1] Authorited Provincial Departmentative provided and recois requirements	γ	Υ		
4 a. Name of Proposed Davelopment consided	· ¥	γ		·-
4 b (II (tereligement) (stegony selected	Ψ	Y	,	
d b (2) Development Estegary Gua dy zg Condition i iner	٧	۲		
4 c. Davelopment Type provided, and breakdown of roomber of units associated with each Development Type, it applicable	Ý	r	,	
5 a Learnty identified	Y		•	

REA 2020-205 Scotting Streets

	2021-2775	2021-27#5	7021-2795N	A of Applications
Development Nama	3611/3621 Cleveland Avenue	Edison Taweri Aparlmenti	Summerfletd Sersior Approximents	ांच्या होते तथा सारक्ष स्ट्यूपारश्यकास
Site Address of Development Site provided	Y	γ	*	ú
S.c. Question whether a Starteged Stees	i ,]	,	y	ú
(Nevelopment answered		, ,	,	u
S.d.(1) Cevelopment Equation Polymprovided	'n	7	,	ū
5.25.(2) Tabaudu and Longhude Comdinates for any	ا ۲	y	Y	0
Scattered Sites provided of applicable	·	·		9
5 e (2) Minimum Transil Store met (il applicable)	Ϋ́	<u> </u>	γ	- 0
S.e. AGO muni Tatal Proximity Syring met	Y	<u> </u>	γ	ū
5.1 Mandators Distance Requirement met	<u> </u>	Y	7	ČI
5 g. Lended Development Area (LDA) conditions ewit, if applicable.	4	У	Y	ū
G → Total Number of Units prosided and within files	4	f	,	1
fills Marmber of these constitutions units and rehabilitation units provided	γ	¥.	ý	0
Bit. Decupancy states of any entiring units provided. If Behildstration.	Y	۲ "	ÿ	4
6 d (2) Minimum Set-Aside election provided	7	Y	Y	- 31
6 d [7] Total Set Aside Biezh dizan Cleari properh			· · ·	<u> </u>
: minpleted	γ	8	1	2
6 e. Mail mor provided and meets requirements	11	r	Y	†·····
Dif Humber of residential buildings provided and				
inacts requirements	y	4	۲	1
T.a. Istdence of 5.te Ecostrol provided	7	3	Y	1
7.b (3) Appropriate Zonnig demonstrated	,	- · · ·	Y	1
2 ls [2] Avisi als " by it! Waters them instructed	y	Y	1	
7 b (3) Availability of Sewer demonstrated		- · ·	Y	;
Bid Green Building Certification or no i mulis එස්වා : ha i rivan පිරුවුණකු Features selected, as app cable		Y	Y	ı
S. Min morn number of Resident P., grams selected	v	Y		ì
10 a [1] App cont is Sett Funding Request Amilians provided	v	Y		:
ID a 1 F apr in Ship Request Am int hierts				· - · -
Minimum Request Am uni (Mari - Bade County Daily)	Y	γ		
10.3 [7] Applicant's Non- empetitive H. Heguest Amo nt n. ded	Y	Ÿ		
10 a (3) Applicant's MMR8 Request Amount (all Corporation inspect Bonds) or 8 and 8 agest Amount and Otter Required information (18) in a paper successful for all parts of the control of	v	γ	1	

RFA 2020-205 Sconng Sheets

	2041-2775	2011-2785	2021 2795N	■ of Applications
Development Name	3611/3621 Edition Towers Cleveland Avenue Apartments		Summerfield Seriar Apartmenti	iban did non meel nequirements
10 c Davelopmens Cost Pro Forma provided (listing expenses or uses) and Construction/Reliab attalyes and Promingrap analysis (listing sources) - Sources	y.	۲	-	1
must coup) or exceed uses				
Total Development Cost Per Unit Emiliation met (Section Five, A 1.)	٧	Y		
Verdication (ha) The Applicant has not closed on the Tak-Frampi Botol Fixabong prior to the Application Deadline ISection Dire. C.	Ÿ	· ·	٠	
Verification of no puter acceptance to an instance to under credit underwinding for the same Elevekopment in a previous REA. [Section Five, A.1.]		γ		,
Verificación of no recent de cólogistions (Section fine, a.g.)	r	,		
Financial Airears Med (Section Five, A.3.)	7	Y		1
All Eligibility Reputitements Met?	R	Ý	Y	17
Tie-Breikert				•
10 di Per Unit Construction Fonding Profesione, il Applicable (Section Tive, 0.3 b.)	r	Υ		,
Sie Proximity Funding Preference	γ	Y	,	1
Se. Grovery Spice Funding Producento	'n	Y	"	1
S.e., Community Setular Preference	· · ·	Y		7
Horida tob Creation Preference (Section five, 8.4.8)	'n	۲		1
Lockesy Number (Section Fine, B.4 e.)	30	B.Y	75	

RFA 2020-205 Scoring Sheets

····	2021-2775	2021-2735	2021-27 95 N	¥ srf App8čatáons
Development Name	3511/3621 Orreland Avenue	Edison Towgry Apartments	Summarföeld Senlor Aparamerus	।शेक्षर चीर्च not meet réqu≐ertents
Veterant Preference	·	•		
26 Besmmitting to the Elderly Demographic				T
Commitment does the Application goaldy for the	и	Y	Y	33
Veterans Frederence?	L			
Self-Sourced Applications				
3 a (1)(b) Applicant spated that it was a Self 5 or led floodsplice	и	н	н	6
7.5 Demographic Economeror of Fancy was relegied	Ħ	и	- N	<u> </u>
4 h. Development Category of New Construction was velecied.	и		N	
5 g Equelopment is not an IOA Development	N	н	N	
Aid As least 5% of the total units were set away below 50% AMI	н	N	N	
10 ti [1] is the Self-Sourced Cours, ing Control Iment Verification Form (Roy 10 15) was provided and executed by Natural Person Prior pul of the inpolicant stated on the Erinopus Disclosural Germ	н	и	N	
10 b 12(ii) Verification than the Amount of self sources Gitamore committed from the Prox, passisted on the Self Sourced Entating Committings) verification Form sens the greater of at feast hall of the engine Self Self regress amount or \$1 in this	ţe.	H	N	
if all of the above requirements are mes, the AppAct Sourced Applicant	и	N	М	E

Paga 1et.

RFA 2020-205 Board Approved Preliminary Awards

At Funding &	Mence Avadebas			1.575,911.00				Sand # Comple	Familie Ba	intr Armilit a											
क्षाची व विकास	tyles funding take	ne a Kranlatte		est int wo				Medison Cour	rir fytsding	Salarse Arrelai	- <u>-</u>										
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Page 2 of 2

RFA 2020-205 Board Approved Preliminary Awards

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EXHIBIT "C"

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

5. The Funding Selection Process

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

The first Application selected for funding will be the highest ranking eligible New Construction Application that is located in Miami-Dade County or Broward County, regardless of the Demographic Commitment, the Application's qualifications for the Veterans Preference, or the Applicants' status as a Self-Sourced Applicant or Non-Self-Sourced Applicant.

- (b) Second Application
 - If the first Application selected for funding was an Elderly Application located in Miami-Dade County, the second Application will be the highest-ranking Family Application located in Broward County, with a preference that it be a Self-Sourced Application located in Broward County.
 - If the first Application selected for funding was an Elderly Application located in Broward County, the second Application will be the highest-ranking Family Application located in Miami-Dade County, with a preference that it be a Self-Sourced Application located in Miami-Dade County.

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

This goal will be met under the following circumstances:

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

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

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

This goal will be met under the following circumstances:

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

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

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

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

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

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

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

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

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

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

(1) Self-Sourced Applications

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

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

(2) One Application that meet the Veterans Preference

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

(3) Remaining Medium County Funding

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

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

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

(1) Self-Sourced Applications

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

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

(2) One Application that meet the Veterans Preference

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

(3) Remaining Large County Funding

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

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

6. Returned Funding

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

SECTION SIX AWARD PROCESS

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

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

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

EXHIBIT "D"

Date Submitted: 2020-11-16 16:45:34.217 | Form Key: 7505

Attachment 8

Date Submitted: 2020-11-16 16:45:34.217 | Form Key: 7505

FLORIDA HOUSING FINANCE CORPORATION Site Control Certification Form

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

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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 Λ .7.a. of the RFA:

- Eligible Contract
- Deed or Certificate of Title
- Lease

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

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

Signature of Authorized Principal Representative

Joseph Glucksman
Name (typed or printed)

Pres. of Managing Member of General Partner

Title (typed or printed)

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

ASSIGNMENT OF PURCHASE CONTRACTS

(CITY OF BELLE GLADE & QUIET WATERS DEVELOPMENT PROPERTIES)

from

MCCURDY SENIOR HOUSING CORPORATION, A FLORIDA NOT FOR PROFIT CORPORTAION

in favor of

QUIET MEADOWS, LTD., A FLORIDA LIMITED PARTNERSHIP

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

WITNESSETH:

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

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

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

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

- NOW THEREFORE, in consideration the further development and operation of the City Property and the McCurdy Center Property for an affordable housing facility and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:
- MEADOWS all the right, title and interest of MSHC in the contracts to purchase the City Property and the McCurdy Center Property attached hereto as Exhibit "A" and Exhibit "B". QUIET MEADOWS hereby accepts all right, title and interest of MSHC with respect to the contracts for the City Property and the McCurdy Center Property and agrees to be bound by and perform all of the obligations, restrictions and covenants contained therein.
- Section 2. <u>Representations.</u> MSHC hereby represents and warrants to QUIET MEADOWS that it has the full right and authority to transfer and assign its rights under the City Property and McCurdy Center Property contracts to QUIET MEADOWS.
- Section 3. <u>Miscellaneous</u>. In case any one or more of the provisions contained in this Assignment are invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby.
- Section 4. <u>Counterparts: Electronic Signatures</u>. This Assignment may be executed in any number of counterparts, each executed counterpart constituting an original, but all counterparts together constituting only one instrument. To the fullest extent permitted by applicable law, electronically transmitted or facsimile signatures shall constitute original signatures for all purposes under this Assignment.
- Section 5. Governing Law. It is the intention of the parties hereto that this Assignment and the rights and obligations of the parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of Florida, without reference to its conflicts of laws and principles.

Assignment of Contracts 2

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

ASSIGNOR:

MCCURDY SENIOR HOUSING CORPORATION, a Florida not for profit corporation

Same: Voseph Głucksman

Title: President

ASSIGNEE:

QUIET MEADOWS, LTD., a Florida limited partnership

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

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

Name: Joseph Glucksman

Title: President

WITNESSES TO BOTH SIGNATURES

Date Submitted: 2020-11-16 16:45:34.217 | Form Key: 7505

EXHIBIT A (EXECUTED COPY OF CITY PROPERTY CONTRACT)

RESOLUTION NO. 2019-3500

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

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

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

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

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

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

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

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

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

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

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

Date Submitted:	2020 11 16	16-45-24 217	Form Voy	7504
Date Submitted:	2020-11-10	10:43:34.217	Form Key:	730.

Resolution No.	2019-3500	Continued
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the Purchase and Sale Agreement attached hereto as Exhibit "A" (incorporated herein by this reference) and any other documents required by the Agreement or otherwise.

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

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

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

DONE and RESOLVED at Regular Session of the City Commission of the City of Belle

Glade, Florida, this 18 day of March . 2019.

AYE NAY

Mayor Wilson _______

Vice Mayor Wilkerson <u>Y</u> _____

Commissioner Burroughs

Commissioner Martin

Commissioner Underwood ______

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

(a,b)

Glen J. Torcivia. City Attorney

[MUNICIPAL SEAL]

Attest:

Debra R. Buff, MMC, City Clerk

OMDOCS/RESOLUTTI2019/Approving McCurdy Furchase and Sale Agmit does

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

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

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

under the laws of the State of Florida

ADDRESS: City of Belle Glade

Attn: City Manager's Office

110 Dr. Martin Luther King, Jr. Blvd, West

Belle Glade, FL 33430-3900

BUYER: McCurdy Senior Housing Corporation, (the "BUYER"), a not for profit corporation

created and existing under the laws of the State of Florida.

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

Attn: Mr. Joseph Glucksman, President

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

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

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

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

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

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

- c. Expenses: The BUYER shall pay all costs of closing including, but not limited to, all costs incurred through appraisal of the property and survey costs. The normal SELLER customary and reasonable real estate closing expenses, including documentary stamp tax on the deed, recording fees, abstract or title insurance fees, or title attorney's fees ("Seller's Costs"), shall also be paid by the BUYER. SELLER shall provide BUYER with copies of all Seller's Costs at least two weeks before Closing and BUYER shall have the right to dispute Seller's Costs and Closing shall be delayed until all Seller's Costs are resolved and agreed upon. The BUYER shall choose the title company to close this transaction and provide all title services. BUYER shall pay any costs charged by such company or agent for this closing service. If BUYER obtains a survey, nothing contained therein shall affect the purchase price or terms of this contract.
- d. <u>Title:</u> CITY shall convey to BUYER insurable title to the Property, subject only to the Permitted Exceptions set forth on **Exhibit "B"** attached hereto. BUYER'S title company shall have until sixty (60) days after this Agreement is last executed to obtain and examine a title commitment for the Property and to notify CITY as to any exception which is unacceptable to Buyer ("Objections"). CITY shall have the right, but not the obligation, to take the actions necessary to have the Objections deleted or insured over by the title company, or transferred to bond so that the Objections are removed from the Title Commitment. If CITY notifies BUYER that it is unwilling or unable to cure the Objections, BUYER shall have the option, to be exercised at any time before Closing to either (a) proceed to Closing and accept the title in its existing condition, or (b) terminate the Contract by sending written notice to CITY and obtain a refund of the BUYER'S deposit. The BUYER shall not be entitled to the return of the BUYER'S deposit, if the Objections are related to the Deed Restrictions, as modified, or to the right of reverter.
- e. Survey. BUYER shall until sixty (60) days after this Agreement is last executed to, at its expense, obtain and examine a survey of the Property. If the Survey shows any encroachment on the Property, or that any improvement located on the Property encroaches on the land of others, or if the Survey shows any other defect which would affect either the insurability of BUYER'S intended use of the property for affordable housing, BUYER shall notify CITY and such defect shall be treated in the same manner as title defects are treated under this Contract.
- 4. REAL ESTATE TAXES, EASEMENTS, ENCUMBRANCES, RESTRICTIONS, RIGHT OF REVERTER AND PAYMENT IN LIEU OF TAXES: CITY agrees to pay all outstanding real estate taxes, if any, prorated up to the day of closing. The BUYER agrees to take title to the Property subject to any special liens or assessments, zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, reservations or matters of record.
 - a. <u>Deed Restrictions; reverter</u>: The BUYER understands that the Property is subject to the "Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Modification of Restrictions Deed No. 18599" as modified

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

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

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

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

5. **BUYER CERTIFICATION; INDEMNIFICATION:**

- a. <u>Buyer Certification</u>: Within ninety (90) days of the date this Contract is last executed, the BUYER shall deliver to the CITY an Assignment of Certain Rights under Modification of Restrictions recorded in Official Records Book 20575, Page 0671 of the Public Records of Palm Beach County which assigns to Buyer any and all of the rights of McCurdy Center, Ltd. to purchase the Property, in the form attached hereto as Exhibit "D".
- b. Indemnification: BUYER, its officers, employees, agents, contractors, successors and assigns (collectively, the "Releasors") hereby releases the CITY, its officers, attorneys, employees and agents (collectively, the "Released Parties") and shall indemnify and hold harmless the Released Parties, from and against all claims, liabilities, damages, losses, costs and expenses, including but not limited to, reasonable costs, collection expenses, attorneys' fees, fees and charges of engineers, architects and other professionals, construction labor and material costs, and all court, arbitration or other dispute resolution costs, which may arise directly or indirectly due to a challenge of or otherwise related to the right of the BUYER/Releasors to enter into this Contract, purchase, own, possess, or otherwise use the Property, including if the same is due in whole or in part to the negligence of the Released Parties. The BUYER/Releasors recognize the broad nature of this provision and voluntarily make this covenant and expressly acknowledge the receipt of such good and valuable consideration provided by the CITY in support of this covenant.
- c. These provisions shall survive the closing and will otherwise survive the termination or expiration of this Contract.
- 6. **PERMITTING:** The Property may be subject to the permitting requirements of the DEP or the South Florida Water Management District, or any other applicable government agency, with which the BUYER shall comply.
- 7. CONDITION OF THE PROPERTY: The BUYER agrees to accept the Property and any improvements in "AS IS, WHERE IS CONDITION." The CITY makes no representations regarding its authority to sell the Property to the BUYER under the Deed Restrictions. Additionally, the CITY makes no promises or representations related to the current or future assignment on the Property by the CITY of any future land use designation or zoning district designation; or related to any implied or express approvals for specific permitted uses or special exception uses allowed on the Property in the future. CITY and

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

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

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

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

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

22. **DISCLOSURES**.

- a. RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- b. PERMITS DISCLOSURE: Except as may have been disclosed by CITY to BUYER in a written disclosure, CITY does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- e. MOLD: Mold is naturally occurring and may cause health risks or damage to property. If BUYER is concerned or desires additional information regarding mold, BUYER should contact an appropriate professional.
- d. FLOOD ZONE; ELEVATION CERTIFICATION: BUYER is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by BUYER'S lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, BUYER may terminate this Contract by delivering written notice to CITY within 20 days after Effective Date, failing which BUYER accepts existing elevation of buildings and flood zone designation of Property.
- e. ENERGY BROCHURE: BUYER acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by section 553,996, F.S.
- LEAD-BASED PAINT: If Property includes pre-1978 residential housing, a leadbased paint rider is mandatory.

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

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

SELLER

CITY OF BELLE GLADE, a

Municipal corporation created and existing
Under the laws of the State of Florida

By: AAYOR STEVE B. WILSON

(OFFICIAL SEAL)

1

ATTEST:

Ву:

FBRA R. BUFF, MMO OITY CLERK

STATE OF FLÖRIÐA

Jessica Figurana

Miness Perris

ROGITE / PILICE : Print/Type Witness Name

Page 9 of 27

PALM BEACH COUNTY

	vas acknowledged before me this day of B. Wilson, as Mayor and Debra R. Buff, as Clerk of the City sonally known to me.
	Notary Public, State of Florida
	Print/Type Name
	BUYER:
	McCurdy Senior Housing Corporation
$\frac{\sqrt{\sum_{i \in \mathcal{N}} \sum_{j \in \mathcal{N}} \mathbf{v}_{ij}}}{\mathbf{Witness}} = \frac{1}{2} \sum_{i \in \mathcal{N}} \mathbf{v}_{ij}$	By: Joseph a Lectron Joseph GLUCKSMAN Title: President Date: 2 11 . 2019
Print Type Witness Name Witness Witness	Date: $2\sqrt{1}$, 2019
Christina Lalung	
STATE OF FLORIDA PALM BEACH COUNTY	
Johnand 2019, by Josep	was acknowledged before me this day of the Glucksman, as President on behalf of McCurdy Senior onally known to me or who has provided the following
Noting Posts State of Princip Otherstate Detailery My Commission GG 1990 Supple 08/00/200	Notary Public State of Florida Chu Shra Blancy Print/Type Name

EXHIBIT "A"

Record & Return to:

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

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

QUIT CLAIM DEED WITH RIGHT OF REVERTER

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

WITNESSETH:

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

[INSERT LEGAL DESCRIPTION FROM CERTIFIED SURVEY SECURED BY BUYER]
Property Control No. 04-37-43-31-01-028-0020
Street address: 350 SW 10th Street, Belle Glade, Florida

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

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

SUBJECT TO THE FOLLOWING REVERTER CLAUSE:

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

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

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

This conveyance is made subject to the following matters:

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

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

CITY OF BELLE GLADE, a municipal corporation created and existing under the laws of the State of Florida MAYOR STEVE B. WILSON Witness Print/Type Witness Name (OFFICIAL SEAL) Witness ATTEST: Print/Type Witness Name DEBRA R. BUFF, MMC, CITY CLERK STATE OF FLORIDA PALM BEACH COUNTY The foregoing instrument was acknowledged before me this day of by Steve B. Wilson, as Mayor and Debra R. Buff, as Clerk of the City of Belle Glade, Florida. They are personally known to me. Notary Public. State of Florida Print/Type Name

EXHIBIT "B" (PERMITTED EXCEPTIONS)

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

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

Date Submitted: 2020-11-16 16:45:34.217 | Form Key: 7505

EXHIBIT "C"

PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT

THIS AGREEMENT, made as of the, and, 2019, by and between the City of Belle Glade, a municipal corporation created and existing under the laws of the State of Florida (as "City"), and, a Florida not for profit corporation (the "Owner");							
RECITALS							
WHEREAS, pursuant to Resolution No, adopted by the City Commission on 2019, the City has agreed to enter into a Purchase and Sale Agreement with McCurdy Senior Housing Corporation for the purchase of property located at 350 S.W. 10th Street, Belle Glade, Florida (the "Property") for the development of an affordable housing facility (the "Project") (the "Purchase Agreement"); and							
WHEREAS, the Owner has advised the City that, under Florida law, the Owner is entitled to an exemption from ad valorem taxes resulting from its status as a 501(c)(3) organization as well as its intention to operate the Project as an affordable housing development as required by Florida Statutes providing for such ad valorem exemption; and							
WHEREAS, the Owner has voluntarily agreed to make payment to the City of the City's proportionate share of ad valorem taxes to the extent it is not otherwise required to do so in connection with payment by the Owner of ad valorem taxes applicable to the Project generally; and							
WHEREAS, the parties to this Agreement agree that Florida law permits the payments described herein and that each is voluntarily entering into this Agreement; and							
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and in consideration of the mutual covenants and agreements herein contained. City and Owner agree:							
1. Recitals. The recitals set forth above are true and correct and hereby incorporated by this reference.							
 Consideration. The consideration for this Agreement is the City's agreement to transfer the Property at the price agreed to in the Purchase Agreement referenced above in exchange for the Owner's compliance with this Agreement. 							
 3. Payments Payments under this Agreement shall be made as follows: a. Commencement. The Owner shall make an annual payment to the City, on or before December 31st of each year commencing (a) twenty-four (24) months from the issuance of the building permit or when occupancy of the Project reaches 95% of the units, whichever occurs sooner. b. Amount. The annual payment shall be in an amount equal to the portion of ad valorem taxes to which the City would otherwise be entitled to receive for the Property as if the Project were fully taxable in accordance with standard taxing procedures implemented in Palm Beach County, Florida, plus the fire/rescue assessment levied by Palm Beach County for services provided to the City. This amount shall be less any such ad valorem taxes otherwise paid by the Owner pursuant to tax brills received by the Owner from the Palm Beach County Property Tax Collector. By way of example, in the event it is determined that the Property is entitled to an 80% exemption from ad valorem taxes pursuant to Florida law, and the portion of ad valorem taxes that would be received by the City of Belle Glade absent such exemption is \$10,000.00, the Owner would remit to the City \$8,000.00 on or 							

c. Early, late payments. If the Owner makes the annual payment by November 30 in any year, the Owner shall be entitled to the discount provided by state statute on real property taxes paid on or before November 30. Any late

Appraiser shall be multiplied by the millage rate established by the City each year.

before December 31st of the year in question calculated as follows: \$10,000.00 (based upon a full payment with no exemptions) minus \$2,000.00 (based upon 20% of the Project being deemed taxable and which the City would receive under standard Palm Beach County taxing procedures). For purposes of determining the annual payment to be made by the Owner, the Property's assessed value as determined by the Palm Beach County Property

- payment made by the Owner after April 1 in any year shall bear interest at the rate charged by the Palm Beach County Property Appraiser for the late payment of taxes.
- d. Lien. In the event the City does not receive any payment when payable, the City may provide the Owner five (5) business days' prior written notice of the Owner's time to cure. If the Owner fails to pay the outstanding balance of payments then owing within the five business days, the Owner hereby authorizes the City, without further notice required, to record a lien against the Property in the amount of the outstanding payments plus interest at the rate charged by the Palm Beach County Property Appraiser for the late payment of taxes. Notice and a time to cure shall only be required when the City wishes to record a lien against the Property for a late payment(s). The Owner agrees that the City may pursue this remedy and any other remedy available at law or in equity to enforce this provision or to otherwise collect any outstanding payments plus interest.
- 4. Successors. This Agreement shall be binding on the Owner's successors and assigns and shall remain in effect only so long as the Project is owned by a qualified 501(c)(3) organization which qualifies for the exemption provided by Florida law. In the event of: (i) a transfer to a non-qualified organization; or (ii) a discontinuance of the use of the Project in a manner which qualifies as affordable housing under the applicable Florida Statutes; or (iii) a change in Florida law which discontinues the exemption from ad valorem taxation currently applicable to the Project, this Agreement shall be of no further force and effect. Thereafter the owner of the Property shall timely pay all ad valorem real property taxes and assessments, general and special, levied or assessed by a lawful authority against all or any portion of the Property.
- 5 Memorandum of Agreement. The Owner shall cause a memorandum of agreement to be recorded in the public records for Palm Beach County, Florida.
- 6. Covenant not to sue. The Owner agrees and covenants not to sue or claim in any legal proceeding or otherwise that this Agreement and specifically the payments the Owner is required to make to the City under this Agreement are illegal, void, or unconstitutional except if state statutes are amended or adopted making the payment illegal. Owner shall utilize its best efforts to defend the validity of this Agreement and specifically the payments to be made by the Owner under this Agreement in any and all legal or other proceedings. The Owner understands the waiver made above, acknowledges the receipt of adequate consideration for the same, and makes such waiver with the assistance of legal counsel.
- 7. Run with the land. The parties acknowledge and agree that this Agreement and its covenants run with the land, and are binding on the successors and assigns of the parties hereto and shall be appurtenant to and shall run with the title to the Property and shall inure to the benefit of subsequent owners of the Property.
- 8. Inducement. The parties acknowledge and understand that this Agreement induced the City to enter into the Purchase Agreement for the Property and to agree to transfer the Property at the price agreed to therein. The parties also acknowledge and understand that the Purchase Agreement is conditioned upon the continuing validity of this Agreement. The parties' acknowledge that the City has and will provide services to the Owner as a result of the Owner's status as a tax exempt entity. If it is ever determined by a court of competent jurisdiction or by amendment to state statute(s) that the method of determining the payment to be made by the Owner under this Agreement is invalid, illegal and/or unenforceable, the Owner shall pay to the City an amount determined by an alternative method reasonably agreed to by the parties, which shall not exceed that amount the Owner would pay annually as determined under the above Payments paragraph of this Agreement. If the parties cannot agree to an alternative method, they shall participate in good faith in mediation to agree to an alternative method. If the parties are unable to agree to an alternative method after mediation, the matter shall be submitted to a panel of three arbitrators. (one selected by each party and these two arbitrators selecting the third) for a final and binding decision.
- 9. <u>Authority: binding effect</u>. The undersigned hereby represent that they are duly authorized to execute this Agreement on behalf of the respective parties to this Agreement. This Agreement is intended to be, and shall be, binding upon the City and the Owner and its successors, assigns, transferces and grantees except as specifically provided herein.
- 10. <u>Severability</u>. If any provision of this Agreement or part thereof as to any person or circumstance shall, to any extent, held invalid by a court of competent jurisdiction, the remainder of this Agreement or the application of such provision to circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

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

CITY OF BELLE GLADE:

	By: Steve B. Wilson, Mayor
Witness #1 Signature	Attest: (Municipal Seal)
Print Witness #1 Name	
Witness #2 Signature	Debra R. Buff, MMC City Clerk
Print Witness #2 Name	
	OWNER:
	Ву:
Witness #1 Signature	Title:
Print Witness #1 Name	
Witness #2 Signature	
Print Witness #2 Signature	

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STATE OF FLO	PRIDA			
COUNTY OF		re e late	4	2019
The for	egoing instrument was acknowledged	d before me this	day or	— — , 2019,
by	, 85	_ of the	Owner. He/She is per	rsonally known to
me or has provid	led the following identification		···	
	Notary Publi	c, State of Fiorida		
	Print/Type N	ame		

EXHIBIT "D"

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

(Reserved)

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

from

MCCURDY CENTER, LTD., A FLORIDA LIMITED PARTNERSHIP

In favor of

MCCURDY SENIOR HOUSING CORPORATION, A FLORIDA NOT FOR PROFIT CORPORTAION

with the consent of

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

And with the consent of

THE LIMITED PARTNERS OF MCCURDY CENTER, LTD.

Dated as of	;	201	9
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ASSIGNMENT OF CERTAIN RIGHTS UNDER MODIFICATION OF RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 20575, PAGE 0671 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

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

WITNESSETII:

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

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

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

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

WHEREAS, on May 31, 2006, the 1 rustees approved certain further modifications to the Restrictions as set forth in that certain Modification of Restrictions instrument recorded in Official Records Book 20575, Page 0671 of the Public Records of Palm Beach County, Florida ("Third Modification") to allow the City to convey a portion of the Property to MCCURDY CENTER for the development and operation of an affordable housing facility: and

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

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

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

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

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

- WHEREAS, MCCURDY CENTER desires that the City sell to MCCURDY SENIOR HOUSING CORPORATION the remaining portion of the 1.950 Acre Property retained by the City for the further development and operation of an affordable housing facility as more particularly described in the Third Modification and the LIMITED PARTNERS are willing to consent thereto, and
- WHEREAS, MCCURDY CENTER desires to assign and transfer to MCCURDY SENIOR HOUSING CORPORATION all its right, title and interest in and to the Remaining Property under and pursuant to the Third Modification, and MCCURDY SENIOR HOUSING CORPORATION desires to acquire MCCURDY CENTER'S rights, title and interest in and to the Remaining Property under and pursuant to the Third Modification in accordance with the terms hereof, and the CITY and the LIMITED PARTNERS are joining in the execution of this Assignment in order to evidence their consent and acceptance hereof.
- **NOW THEREFORE**, in consideration the further development and operation of the Remaining Property for an affordable housing facility as more particularly described in the Third Modification and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:
- Section 1. <u>Definitions</u>. All words and phrases defined in the First Modification, the Second Modification and the Third Modification have the same meanings in this Assignment, which definitions are incorporated herein by reference, unless a different definition is set forth in this Assignment.
- Section 2. <u>Assignment</u>. MCCURDY CENTER sells, assigns and sets over and transfers to MCCURDY SENIOR HOUSING CORPORATION all the right, title and interest of MCCURDY CENTER with respect to the Remaining Property in, to and under the Third Modification. This Assignment is made and shall be without recourse, warranty or representation of MCCURDY CENTER. MCURDY SENIOR HOUSING CORPORATION hereby accepts all right, title and interest of MCCURDY CENTER with respect to the Remaining Property in, to and under the Third Modification and agrees to be bound by and perform all of the obligations, restrictions and covenants contained therein with respect to the Remaining Property.
- Section 3. <u>Miscellaneous</u>. In case any one or more of the provisions contained in this Assignment are invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby.
- Section 4. <u>Counterparts: Electronic Signatures.</u> This Assignment may be executed in any number of counterparts, each executed counterpart constituting an original, but all counterparts together constituting only one instrument. To the fullest extent permitted by applicable law, electronically transmitted or facsimile signatures shall constitute original signatures for all purposes under this Assignment.
- Section 5. <u>Governing Law.</u> It is the intention of the parties hereto that this Assignment and the rights and obligations of the parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of Florida, without reference to its conflicts of laws and principles

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

		ASSIGNOR:
		MCCURDY CENTER, LTD., a Florida limited partnership
		By: MCCURDY SENIOR HOUSING, LLC a Florida limited liability company, its sole general partner
		By: MCCURDY SENIOR HOUSING CORPORATION, a Florida not for profit corporation, its Managing Member
		By: Name: Joseph Glucksman Title: President
	ACKN	OWLEDGMENT
STATE OF FLORIDA)	
COUNTY OF PALM BEACH)	
GLUCKSMAN, as President of M Managing Member of MCCURDY parmer of MCCURDY CENTER.	CCURDY SENIC / SENIOR HOUS LTD., a Florida li	ed before me this day of ,2019, by JOSEPH DR HOUSING CORPORATION, a Florida corporation as the ING, LLC a Florida limited liability company, the sole general imited partnership, on behalf of the corporation and the limited person is personally known to me or has produced a valid
		Notary Public's Signature
		My commission expires:
(SEAL)		

Date Submitted: 2020-11-16 16:45:34.217 | Form Key: 7505

		ASSIGNEE:
		MCCURDY SENIOR HOUSING CORPORATION, a Florida nonprofit corporation
		By: Name: JOSEPH GLUCKSMAN Title: PRESIDENT
	ACK	NOWLEDGMENT
STATE OF FLORIDA)	
COUNTY OF PALM BEACH)	
GLUCKSMAN President of MCG	CURDY SENIO	ged before me this
		Notary Public's Signature
		My commission expires:
(SFAL)		

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

provisions thereof of such Assign	
	LIMITED PARTNERS:
	CITY LIII TAX CREDIT FUND III, LLC an Indiana limited liability company
	By: CITY REAL ESTATE ADVISORS, INC. an Indiana corporation, its Managing Member
	By: Name: Title:
	ACKNOWLEDGMENT
STATE OF INDIANA))
ADVISORS INC the managing	ont was acknowledged before me thisday of, 2019, by, as of CITY REAL ESTATE a member of CITY LIII TAX CREDIT FUND III, LLC an Indiana limited liability oration and the limited liability company. Said person is personally known to me or ense as identification.
in witness where	OF, I have hereunto set my hand and official scal.
	Notary Public's Signature
(SEAL)	My commission expires:
(UD)	

NATIONAL CITY COMMUNITY DEVELOPMENT CORPORATION, an Ohio corporation

	By:
	Name:
	Title:
ACK	NOWLEDGMENT
STATE OF OHIO)	
COUNTY OF	
The foregoing instrument was acknowled	ged before me this day of, 2019, by of NATIONAL CITY COMMUNITY poration, on behalf of the corporation. Said person is personally
IN WITNESS WHEREOF, I have hereun	·
	Notary Public's Signature
	My commission expires:
(SEAL)	
The undersigned, being the CHTY OF BE hereby acknowledges receipt and acceptance there the terms and provisions thereof of such Assignment	LLE GLADE, FLORIDA referred to in the foregoing Assignment, of and consent and agree to the Assignment made therein and to ent.
	CITY OF BELLE GLADE, FLORIDA
	A municipal corporation of the State of Florida
	By:
	Name:

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Date Submitted: 2020-11-16 16:45:34.217 | Form Key: 7505

	Title, Mayor
	By:
	Name:
	Fitte: City Clerk
	APPROVED FOR LEGAL FORM AND SUFFICIENCY
	Harnala H. Ryan
	Name Pamala H. Kyan
	Title, City Attorney
:	ACKNOWLEDGMENT
STATL OF FLORIDA)	
COUNTY OF PALM BEACH ()	
The foregoing instrument was ackno	wledged before me this day of 2019, by Named and by as City Clerk of
the City of Belle Glade, Florida, a municipal a have produced a valid driver's license as iden	Mayor and by, as City Clerk of corporation of the State of Florida. They are personally known to me or itification.
	Notary Public's Signature
	My commission expires

EXHIBIT A

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

EXHIBIT B

LEGAL DESCRIPTION OF REMAINING PROPERTY

Date Submitted: 2020-11-16 16:45:34.217 | Form Key: 7505

EXHIBIT B

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

CONTRACT FOR SALE AND PURCHASE AND DEPOSIT RECEIPT

THIS CONTRACT is made as of the date last executed below in the date in py and between the SELLER and the BUYER, and in consideration of the mutual promises contained herein and other good and valuable consideration of which the nurties bereto acknowledge receipt of the same, the parties agree as follows:

SELLER: McCordy Center, Itd., (the "ShLLhR"), a limited partnership created and

existing under the laws of the State of Horida.

ADDRESS: co-CREA SEP. 11 C

Attm. General Counse, Brian Villa, Esq. 30 South Mendian Street, State 600.

Indianapolis, IN 46204

BUYER: Medurdy Senior Housing Corporation, time (BUYER), a not for profit

corporation created and existing under the laws of the State of Florida.

Address: 306 S.W. 10⁶ Street Belle Glade, FL 33430

Attir Mr. Joseph Glacksman, President

AGREEMENT TO SELL: The SELLUR hereby agrees to sell and the Bl. YER hereby agrees to buy in accordance with this Contract all that certain roal property, together with all improvements, cases on's and approximates a note particularly described as follows the "Property":

TRACTS C. D and F of the Plan of BELLI F GEADE ALE, according to the Plan thereof, as recorded in Plat Book 1.1. Page 47, of the Public Records of Paim Boach County Florida

Street address, 350 S.W. 10° Street, Belle Giade, Florida.

- PURCHANE PRICE; FINANCING: BUYER hereby agrees to put SELLER Thirty
 Five Thousand Dollars (\$35,000,000) which shall be paid in the form of a Certified or
 Cashier's Check in the following manner.
 - a. Deposit: BUYER has deposited with SUITER the sum of One Thousand Dollars (\$1,000,00) in the form of a Certified or Cashier's Check unde payable to SELLER. Said deposit shall be credited to the BUYER default, the deposit shall be released to SELLER and shall cover all faundated damages relating to said default.

- Balance: The balance of the purchase price in the amount of Thirty hour Thousand Dollars (\$34,000,00) shad be paid by Certified or Cashier's Check at the time of closing. In addition to the purchase price, any costs of said mearined by the Sicklier as more particularly described in Section 3 c. below (Sector's Costs") shall be paid by the Bl York by Certified or Cushier's Check made payable to the ShklichR at the time of closing.
- c. Financing: This Contract is contingent upon BUYER having freen awarded an allocation of federal his credits, multifamily mortgage revenue bonds or similar public tands made by or through a governmental authority in an amount sufficient in BUYER'S sole and absolute discretion, to complete the construction of BUYER'S contemplated improvements of affordable bonsing whose rents meet the requirements of Section 42 of the Internal Revenue Code.
- CLOSING, EXPENSES AND POSSESSION: The SELFER'S obligation to close this sale is conditioned upon approval by the limited partners of SEFFER SEFFER will deliver possession of the Property to the BUYER at Closing, at which time the BUYER shall pay the balance of the purchase price. The following are additional details of the Closing:
 - Time and Place: The Closing shall take place within two (2) years after the date this Contract is last executed o'Closing Date'', and is contingent upon BLYER having been awarded an allocation of federal tax credits, obtained multitamily mortgage revenue bonds and or similar public funds made by or through a governmental authority, and or private funding in an amount sufficient in BLYER's sole and absolute discretion, to complete the construction of BLYER's contemplated improvements of attendable housing whose rents meet the requirements of Section 42 of the Internal Revenue Code. The Closing shall take place at a time and location of mutual agreement among SELLER and BLYER and BLYER's lender.
 - b. Conveyance: At Closing, SELLER will deliver to the BUYER a fully executed special warranty claim deed (the "Deed") conveying the Property and any improvements. The form of the Special Warranty Deed shall substantially comply with the form attached hereto as Exhibit "A" and
 - c. Expenses: The BUYER shall may all costs of closing including, but not limited to, all costs incurred through appraisal of the property and survey costs. The formal SELLER castomary and reasonable real estate closing expenses, including documentary stamp tax on the deed, recording tees, abstract or fitle insurance fees, or fitle attorney's fees ("Selfer's Costs"), shall also be paid by the BUYER SELLER shall provide BUYER with copies of all Selfer's Costs at least two weeks before Closing and BUYER shall have the right to dispute Selfer's Costs and Closing shall be delayed until all Selfer's Costs are resolved and agreed upon the BUYER shall choose the title company to close this transaction and provide all title services. BUYER shall pay any costs charged by such company or agent for this closing service. It BUYER obtains a survey, nothing contained therein shall affect the numbers price or terms of this contract.

- d. Fitle: Si LLER shall convey to BUYER insurable title to the Property, subject only to the Permitted Exceptions set forth on Exhibit "B" attached herein BUYER'S title company shall have until sixty (6% days after this Agreement is last executed to obtain and examine a fitle commitment for the Property and to notify SELLER as to any exception which is unacceptable to Buyer ("Objections"). SELLER small have the right, but not the obligation, to take the actions necessary to have the Objections deleted or insured over by the title company, or transferred to bond so that the Objections are removed from the Title Commitment. If SELLER netifies BUYER that it is unwilling or unable to care the Objections. BUYER shall have the option, to be exercised at any time before Closing to either (a) proceed to Closing and accept the title in its existing condition, or (5) terminate the Contract by sending written notice to SELLER and obtain a return of the BUYER'S deposit.
- Survey. BUYER shall have until sixty (60) days after this Agreement is last executed to, at its expense, obtain and examine a survey of the Property. If the Survey shows any encroachment on the Property, or that any improvement located on the Property encroaches on the land of others, or if the Survey shows any other defect which would affect either the insurability of BLYFR'S intended use of the property for affordable housing. BLYFR shall notify ShillFR and such defect shall be treated in the same manner as title defects are treated under this Contract.
- REAL ESTATE TAXES, EASEMENTS, ENCLMBRANCES, RESTRICTIONS, RIGHT OF REVERTER AND PAYMENT IN LIFU OF TAXES: SITTLER agrees to pay all outstanding real estate taxes, if any, proruted up to the day of closing. The BLYER agrees to take title to the Property subject to any special liens or assessments, zoning and other governmental restrictions, plat restrictions and qualifications, public utility cusements, restrictive covenants and all other cusements, restrictions, reservations or matters of record.
 - Deed Restrictions: BUYER understands that the Property is subject to the "Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Modification of Restrictions Deed No. 18599" as modified on May 28, 2002, March 17, 2005, and May 31, 2006, (all of which are incorporated as if set forth in full herein and otherwise of record (collectively, the "Deed Restrictions"). The BUYER and SELLER understand and agree that in order to facilitate the sale of the Property and in connection with the funding of the development of the Property, a mortgage or lien may be placed upon the fee simple title to the Property, but any such mortgage or lien shall be subordinate to the Deed Restrictions, and the Deed Restrictions shall survive any foreclosure of any mortgage or lien upon the fee simple title to the Property.
 - b Improvements: The BUYER agrees to construct affordable housing and ancillary direct support facilities on the Property (1) which meet the income and rent restriction requirements of Section 42 of the Internal Revenue

- Code, and (2) which comply with the use restrictions set forth in the Deed Restrictions (the "Contemplated Improvements").
- c. Easements: BUYER and SELLER agree to cooperate with each other and the City of Belle Glade and other governmental authorities with jurisdiction over the Property and agree to grant to each other mutual non exclusive easements for ingress, egress, parking, retention and public utilities to serve their respective properties which are adjacent to each other. The final terms and conditions of any casements shall be mutually satisfactory to both BUYER and SELLER.

5 BUYER INDEMNIFICATION:

- a. Indemnification: BLYER, its officers, employees, agents, contractors, successors and assigns (collectively), the "Releasors") hereby receases the SFILER, its officers, attorneys, employees and agents (collectively), the "Released Parties") and shall indemnify and hold harmless the Released Parties from and against all claims, hambities, damages, losses, costs and expenses, including out not limited to, reasonable costs, collection expenses, attorneys' tees, tees and charges of engineers, architects and other professionals, construction labor and material costs, and all court, arbitration or other dispute resolution costs, which may arise directly or indirectly due to a challenge of a cheefwise related to the right of the BUYTR Releasors to enter into this Contract, purchase, own, possess or otherwise use the Property. The BUYTR Releasors recognize the broad nature of this prevision and voluntarily make this covenant and expressly acknowledge the receipt of such good and valuable consideration provided by the SELLIRR in support of this governant.
- b. Survival: These provisions shall survive the closing and wal otherwise survive the termination of expiration of this Contract.
- 6. PERMITTING: The Property may be subject to the permitting requirements of the State of Florida Department of Environmental Protection or the South Florida Water Management District, or any other applicable government agency, with which the BUYER shall comply
- CONDITION OF THE PROPERTY: The BUYFR agrees to accept the Property and any improvements in "AS IS, WHERE IS CONDITION." SELLER makes no warranties or representations whatever as to the condition of the property or any improvements located thereon, or the fitness of either for any particular uses or purpose.
- 8. PROPERTY INSPECTION: RIGHT TO CANCEL. BUYER accepts the physical condition of the Property (including all improvements) in an TAS IS WHERE IS CONDITION" and accepts any violation of governmental, building, environmental, and sufety codes, restrictions, or requirements, and BUYER shall be responsible for any and

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

- 9. RISK OF LOSS: In the event of any substantial damage to the Property circles sof \$5,000 between the date of this Contract and the date of closing. SHITER shall have the option of restoring, the Jamaged Property to its condition immediately prior to the occurrence chasing the damage, in which event, BLYTR shall complete the transaction as originally planned. If these repairs are not completed prior to Closing Date, closing will be extended until such time as the repairs are completed. If SULLER elects not to repair the damaged Property, the BLYER'S who remedy shall be the right to rescind this contract by giving written outlee to SFITER and to receive a reland of the carnest money deposit on elternatively, to proceed to closing on the Property, as gaininged without adjustment in the purchase price. In the event of any lesser damage, the parties shall proceed to closing as though no damage had occurred.
- DEFAULT: It BUYER tails to perform any covenants of this Contract. SELLER may retain the earnest money deposit without walking any action for damages resulting from BUYER'S default. It SELLER tails to perform any covenants of this Contract office than a failure to convey the Property, the deposit shall be returned to BUYER in which event all parties shall be released of their rights and obsquations under this Contract. This is BUYER'S sole remedy except for a failure to convey the Property in which event BUYER shall have the right of specific performance.
- DEVELOPMENT ORDER: BUYER represents that the Property will be developed for a public purpose that is affordable housing consistent with the Deed Restrictions BUYER agrees to comply with the terms of any development order required by an applicable governmental authority.
- SUCCESSORS: Upon execution of this Contract by the BUYER this Contract shall be binding upon and indue to the benefit of the BUYER, its beits, successors or assigns.
- 13. **RECORDING:** This Contract may be recorded in the Public Records for Palm Beach County. Florida, at the sore discretion and expense of the BUNER.
- 14. ASSIGNMENT: The BUYER may assign this Contract to an entity controlled by Buyer with the prior written consent of SITIER which shall not be correspondity withheld.

- provided that the assignee agrees to comply with all of the terms and conditions of this Agreement
- 15. TIME OF FSSENCE: Time is of the essence in the performance of this Contract.
- AMENDMENTS: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing and signed by all parties.
- CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS: This Contract consists of all exhibits thereto, all of which are incorporated herein by this reference
- SURVIVAL: The covenants of this Contract will survive closing, delivery and recording of deed, and possession of the property
- 19 ACCEPTANCE OF OFFER: This contract shall not bind the SELLUR in any manner until it is approved by the limited partners of SFELER and legally executed.
- NOTICES: Any notice, request, demand, instruction or other document to be given bereamder shall be in writing and shall be undelivered personally, or (b) sent by a reputable overnight delivery service (such as FedFx), prepaid and specifying next day delivery or (c) sent by it nited States registered or certified mail, return receipt requested, postage prepaid, and in each case addressed to the parties at the respective addresses set forth in the introductory paragraph hereof, and the same shall be effective, as the case may be (i) upon receipt if delivered personally, (ii) or a business day after deposit with a reputable overaight delivery service, or (iii) two business days after deposit on the mailed, or (iv) upon the facsimile transmission thereof to the number shown below. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.
- 20. BROKFRAGE. The parties represent and warrant to one another that they have not dealt with any broker.

22. DISCLOSURES.

- a RADON GAS. Radon is a naturally occurring radioactive gas that when it is accompliated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. I evers of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- b MOLD: Mold is naturally occurring and may cause health risks or damage to properly. If BUYLR is concerned or desires additional information regarding mold, BUYLR should contact an appropriate professional.

- c. FLOOD ZONF; EUFVATION CERTIFICATION—BUYER is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by BUYER'S lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- d ENERGY BROCHURE: BUYER acknowledges receipt of Florida Energy-Lifficiency Rating Information Brochure required by section 553,99%, F.S.
- c. LEAD-BASED PAINT. If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.
- I. PROPERTY TAX DISCLOSURE SUMMARY BUYER SHOULD NOT RELY ON THE CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IT YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- h. SELLER DISCLOSURE. SELLER knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to BUYER. The SELLER is not involved in any litigation regarding the Property and has not been threatened with any litigation regarding the Property.

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

SELLER

MUCURDY CENTER 11D., a clorida limited partnership

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

CORPORATION, a Florida not for profit corporation, its Manacing Member

By Son Glassian President

Witnesses

Summer Procedural

STATE OF FLORIDA PALM BEACH COUNTY

The foregoing instrument was acknowledged perfore me this ISE day of ISE 2019, by Joseph Glacksman, as President of McCardy Semor Housing Corporation, the managing member of McCardy Semor Housing, ITC, a Lorida limited liability company and the sole general partner of McCardy Center, Ltd., a Florida limited partnership, the is personally known to me.

Second Number A Treadwill
MY COMMISSION # GG 172285
EXPORES January 13, 2022 On one Bandon Ton, Notice Public Universities

Notary Public. State of Florida

Print Type Name

BUYER:

McCurdy Senior Housing Corporation

By: JOSI PH GEL CREMAN
Like, President

Date: _7 16 _ 2014

Witness 12 L-

STATE OF FLOREDA PALM BLACH COUNTY

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

MENNETHA TREALMENT
MY COUMISSON & GG 17/266
EXP.RSS. Jenuary 13, 3/22
Berdad Trushron Auto. Uncommons

Notary Public, State of Horica

Print Type Name

EXHIBIT "A"

Record & Return to:	
In a mark of the	
Property Control No	

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DUED, made and executed this day 0. 20 by McCordy Center, I td., a Florica limited matter ship where address is the SW 10. Street. Belle Godde blomat 13430, commer, to McCurdy Sensor Housing Corporation, a Librida notice professor on whose address is 496 KW 16. Street. Belle Godde, Elonda, 53470, Grantee

WILLSESSETH:

That the said Granton for and in consideration of the sam of HN DXREARS (\$10.00 narrother valuable consideration to it in hand paid to the and Grantee, the receipt and sufficiency if which are hereby acknowledged, does headly inture, borgain, and all telian onto the laid Grantee forever, all the report title, authers and chair which Granton may have in and to the following described, laids, should living and being in the Chaoty of Pairs Beach State of Florida the "Property" (10 with

TRACTS C. Duand First the Plan of BELLE GLADICALL incording to the Pion thereof as recorded in Plant Blook LLI, Page 47 of the Public Records of Palm Blook County, Lactica

Property Control No. Street Belle Glade, Honda.

the Cland to

To have and to note the same together with a conducingular togrammers thereads belonging or an argue of amorphisms, and all the estate origin, take a refer togethy and community were of German, office, in low of equity, for the use and benefit of same Grantee forever.

TORIS THER WITH all of Country's right, title and inverest is and to all by large, structures and either improvements located for the Familian Fany and all fistures anached to or incorporated within such buildings structures and other maps sements, collectively me improvements.)

All of the property and property fights described above shall be referred to betein as the "Property".

To have and to note the Property, and all the estate right, take interest, can and county whatsoever of orantor with respect to same, either in law or in equals, to the proper use and benefit of furnities, its successors and discense in Section 16.

8. BHECT TO all a venants, restrictions, resements, matters of record and taxes for the current inspections seems, and

Treator does hereby covenant with Granice that an the none of the delivery of this Dece, the Property was free from any endumbrance made by Granics, and that Granics will appeal by warrant title to the Property and will defend it against the lawfol claims of all persons claiming by through or or let Granics, but against here or or experiences.

IN WITNESS WET REOF. Grador my executed this deed on the directors' move write a

		MCCC RDY (FN FR, LTE), a climate that the second for ted mannership	
		By: MCC FDY SINIOR HOUS to orida timited, and to company, purpose to MCC FDY NENDROLES (N. 1988), a rida not for profession profession profession.	is old areal NG CORPORATION (2)
Witness.	·	By	
Print Type Witness Same			
Date.	Minu.		
W 19686			
Froit Expe Witness Name			
STATE OF FLORIDA PALM BEACH COUNTY	V		
the Managang Member of	-President of McCordy -McCordy Senior Fina	odged before me this day of s Senior Heasing's organism, a Flunds sing, CLC, a Flor da Irmited Rabibly co organization. He is personally known t	i nv. tot profit capyedine. denne incide sid denem
	Notary P	tarshir State of Florida	
	Print "V	rpe Name	

EXHIBIT "B"

PERMITTED EXCEPTIONS

1	Taxes and assessments for the year 2019 and subsequent years, not yet due and payable.
· .	Restrictions and Right of Reversion cor tained in Official Records Book 14264, Page 58, Official Records Book 14436, Page 738, as corrected in Official Records Book 15192, Page 1125, Official Records Book 20575, Page 862, and in Official Records Book 20526, Page 301
•	Easement in layor of the City of Belle Glade in Official Records Book 658, Page 532.
•	Restrictions, dedications, and casements as contained on the Plat of BLLLU GLADI-Aliburecorded in Plat Book 111, Page 47, or the Public Records of Plam Beach County
5 .	Restrictions contained in instrument recorded in Deed Book 674, Page 534, as amended in Official Records Book 14151, Page 909, Official Records Book 19574, Page 1275, and Official Records Book 20575, Page 671
ð.	Land Use Restriction Agreement by and between McCardy Center, Etd. and Florida Housing Emance Corporation recorded on June 16, 2008, in Official Records Book 22702, Page 1484.
-	Non-Exclusive Access Fasement in favor of the City of Belle Glade recorded in Orficla Records Book 23777, Page 472

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

EXHIBIT "E"

-80.678359

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

e. Proximity

- (1) PHA or RD 515 Proximity Point Boost
 - (a) Does the proposed Development qualify for the PHA Proximity Point Boost?

No

If "Yes", provide the required letter as Attachment 7.

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

No

If "Yes", provide the required letter as Attachment 14.

(2) Transit Services

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

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

<u>No</u>

(b) Other Transit Services

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

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

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

(3) Community Services

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

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

f. Mandatory Distance Requirement

Does the proposed Development meet the Mandatory Distance Requirement automatically?

No

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

EXHIBIT "F"

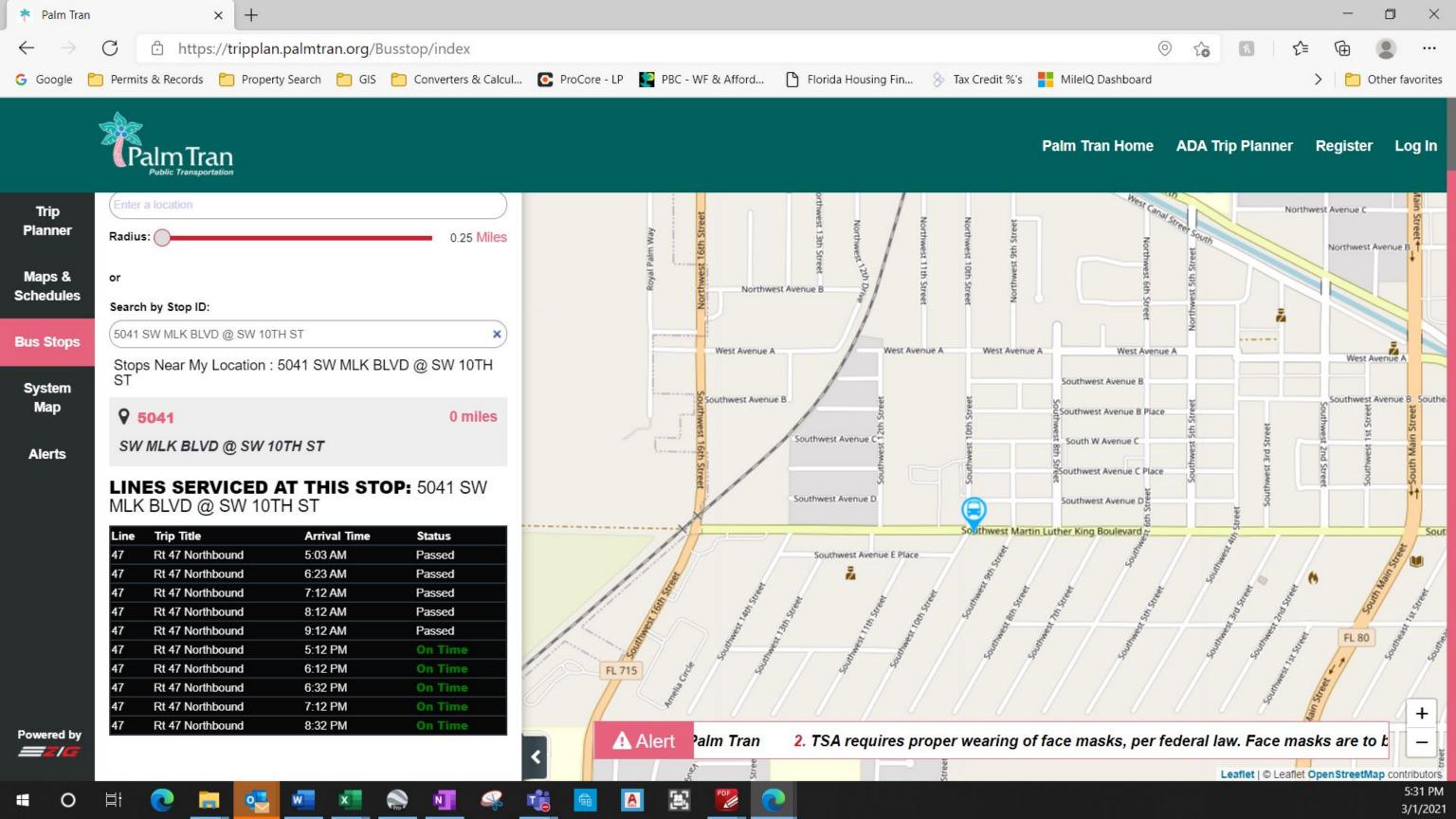


EXHIBIT "G"

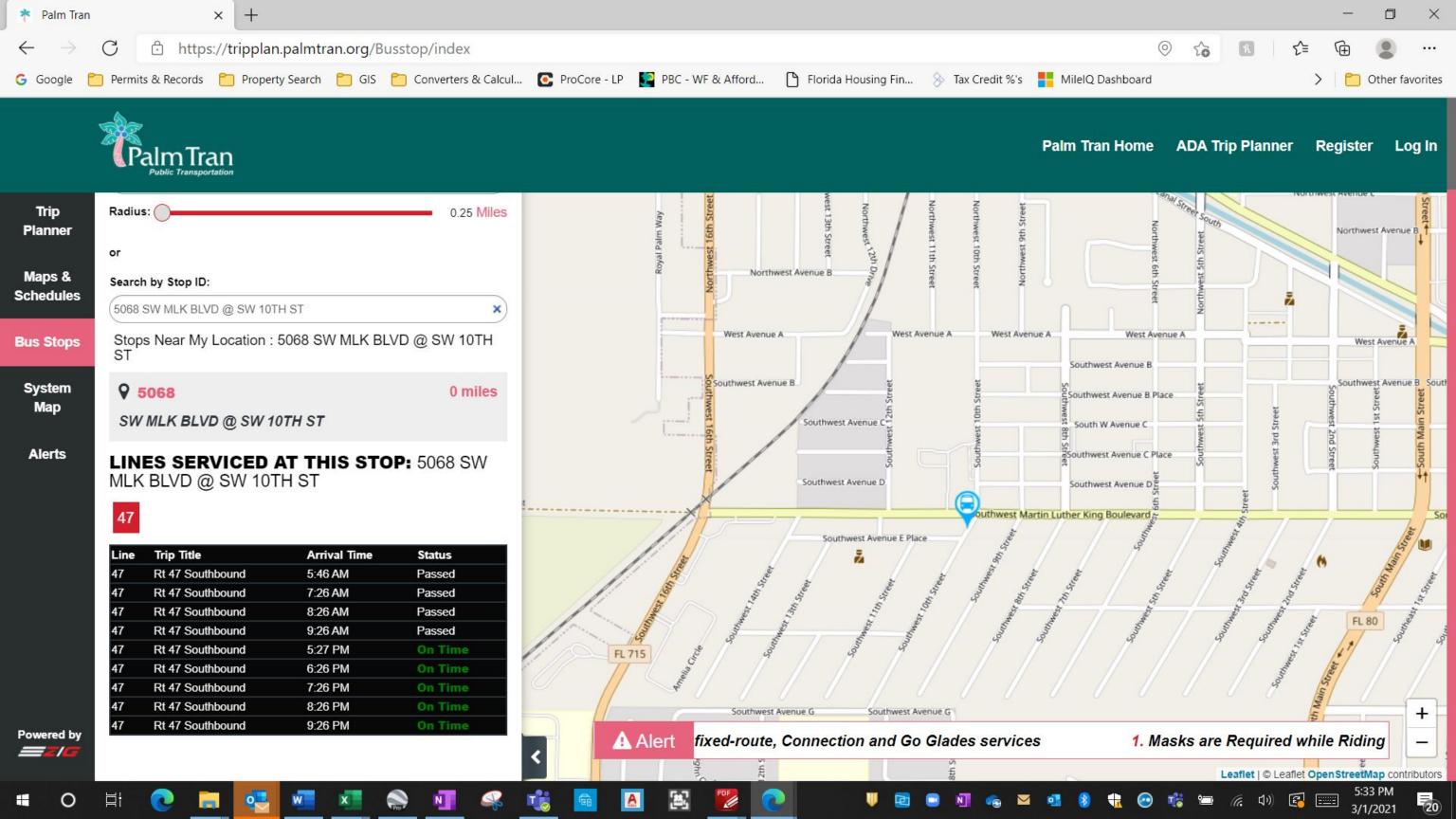


EXHIBIT "H"

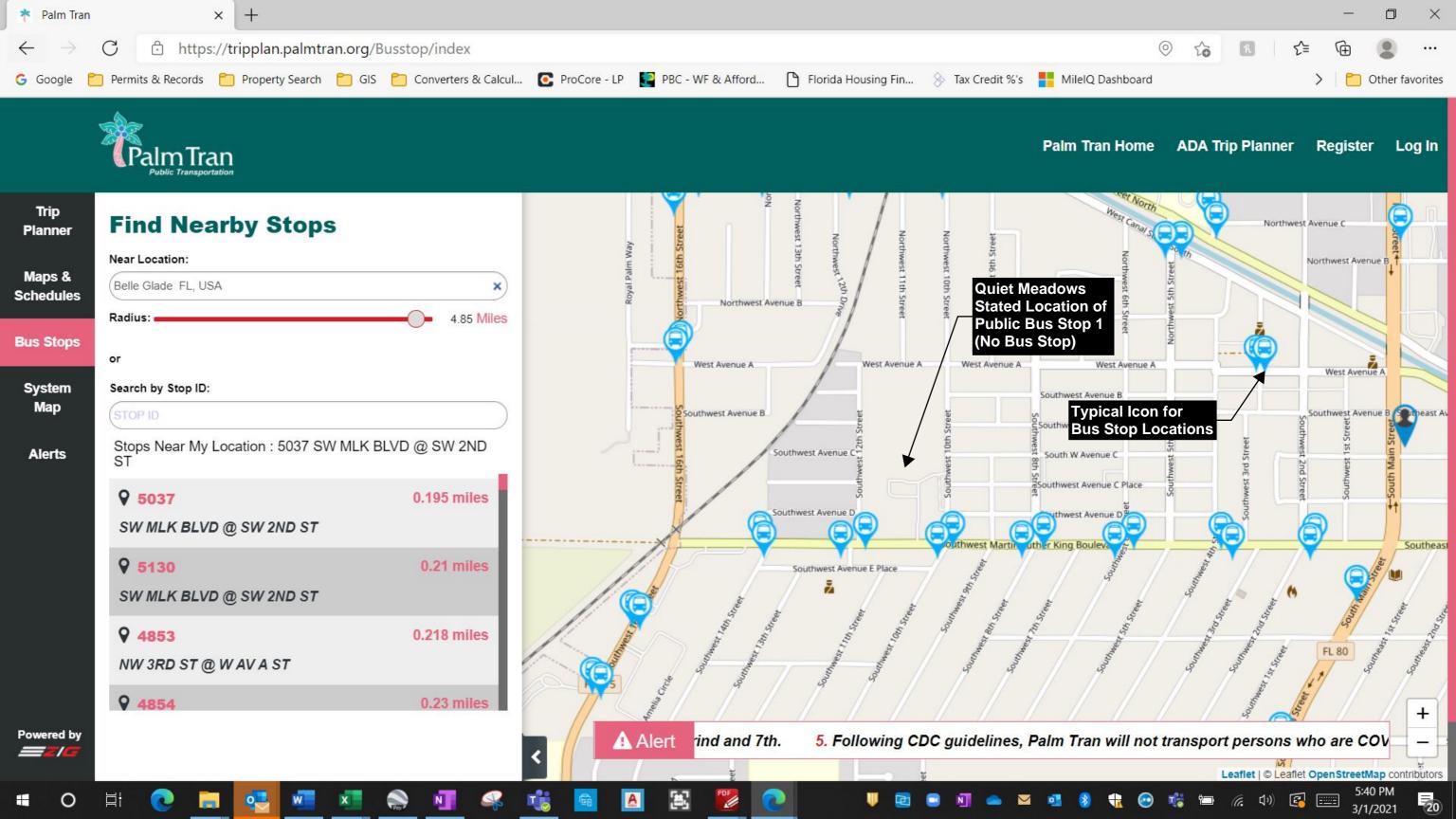


EXHIBIT "I"



FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes (850) 245-5520

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

Print Date: December 28, 2020

Food Entity Number:

Food Entity Name: Alabama Georgia Grocery
Date of Visit: December 28, 2020

Food Entity Address: 748 DR Martin Luther King JR Blvd W Belle Glade, FL 33430-3733
Food Entity Mailing Address: 748 DR Martin Luther King JR Blvd W Belle Glade, FL 33430-3733
Food Entity Type/Descriptio 124/Convenience Store Significant FS AND/OR Packaged Ice

Food Entity Owner: MLK Meat Market & Grocery Inc

Owner Code:

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

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

PERMIT APPLICATION INFORMATION

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

COMPLIANCE KEY

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

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

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

FDACS 14205 Rev. 07/13

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FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes (850) 245-5520

Visit # 9999-7182-1539-84
Bureau of Food Inspection

Attention: Business Center 3125 Conner Boulevard, C-26 Tallahassee, FL 32399-1650

Print Date: December 28, 2020

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

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

GOOD RETAIL PRACTICES

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

OBSERVATIONS AND CORRECTIVE ACTIONS

COS = Corrected on Site

P = Priority Citation

Pf = Priority Foundation Citation

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

INSPECTION: RISK BASED



FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes (850) 245-5520

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

Print Date: December 28, 2020 INSPECTION: RISK BASED

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



FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes (850) 245-5520

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

Tallahassee, FL 32399-1650

Print Date: December 28, 2020 INSPECTION: RISK BASED

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

INSPECTION: GRP

<u>Violation</u>
<u>Number</u> <u>Citation Description</u> <u>COS</u> <u>Observation</u>



FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes (850) 245-5520

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

Print Date: December 28, 2020 INSPECTION: GRP

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

material. 4-101.19



FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes (850) 245-5520

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

Print Date: December 28, 2020 INSPECTION: GRP

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

COMMENTS

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

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

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



FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes (850) 245-5520



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

Print Date: December 28, 2020

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

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

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

ACKNOWLEDGMENT

I acknowledge receipt of a copy of this document, and I further acknowledge that I have verified the location and mailing addresses on the first page of this document are correct, or I have written the correct information on the first page of this document.			
(Signature of FDACS Representative)	(Signature of Representative)		
JANNET CRISOSTOMO, SANITATION AND SAFETY SPECIALIST	MUNTAZIM TAMIN, PERSON IN CHARGE		
	Print Name and Title		