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 SECOND AMENDED FORMAL WRITTEN PROTEST AND PETITION FOR FORMAL ADMINISTRATIVE PROCEEDINGS

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

The Parties and the RFA

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

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

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

Notice and Authority for Petition

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

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

RFA 2020-205 Goals and Criteria

- 21. The RFA sought proposals for affordable housing that would serve Families or the Elderly. The RFA also announced certain preferences, including preferences for proposals that met the needs of Veterans and Applicants that were "Self-Sourced."
 - 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	٦	F
2021-244BS	Princeton Crossings	Miami-Dade	L	F

2021-246BS	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).

- Quiet Meadows identified three (3) Public Bus Stops in the Transit Service table in Exhibit A of its application (attached as Exhibit "E" to this Petition), all of which were located within 0.3 miles of its Development Location Point. The coordinates for Public Bus Stop 2 located at 26.682336 and -80.677780 correspond with a bus stop near the northeast corner of Southwest Martin Luther King Boulevard and Southwest 10th Street, PalmTran Bus Stop ID 5041. However, contrary to the RFA, this bus stop does not qualify as a Public Bus Stop as defined in the RFA because (i) it only serves one bus route, Route 47 Northbound, that does not stop hourly during the times of 4pm to 6pm Monday through Friday and (ii) does not have at least 18 scheduled stops within a 24 hour period, Monday through Friday. A copy of the bus route schedule for Route 47 Northbound at Bus Stop 5041 is attached as Exhibit "F".
- 57. The coordinates for Public Bus Stop 3 located at 26.682176 and -80.678247 correspond with a bus stop near the southwest corner of Southwest Martin Luther King Boulevard and Southwest 10th Street, PalmTran Bus Stop ID 5068. However, contrary to the RFA, this bus

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

- 58. The coordinates for Public Bus Stop 1 located at 26.683591 and -80.679125 do not correspond with any bus stop established or approved by a Local Government department that manages public transportation. A copy of the PalmTran bus stop map reflecting all of its bus stops within the surrounding areas of Quiet Meadows' Development Location Point is attached as Exhibit "H".
- 59. Thus, Quiet Meadows was not entitled to any Transit Service Points for the identified bus stops because Public Bus Stop 2 and Public Bus Stop 3 do not meet the definition of Public Bus Stop as stated in Exhibit B of the RFA and there is no bus stop at the location identified as Public Bus Stop 1.
- 60. Quiet Meadows should have been deemed ineligible for its failure to achieve a minimum of 2 Transit Service Points.

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

- 61. As part of its application, Quiet Meadows identified Alabama Georgia Grocery located at 748 Dr. M.L.K. Jr Blvd W, Belle Glade, FL 33430, as a nearby Grocery Store. If the Grocery Store qualified as one within the meaning of the RFA, it would entitle Quiet Meadows to four (4) proximity points. *See* RFA Exh. C, 2.b., Transit Scoring Chart, p. 128 of 181.
- 62. Per the RFA, a Grocery Store is defined, in relevant part, as "[a] retail food store consisting of 4,500 square feet or more of contiguous air-conditioned space available to the

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

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

Quiet Meadows Failed to Achieve Minimum Total Proximity Points

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

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

Quiet Meadows Failed to Meet Eligibility Requirements - Bond Request

- 68. The RFA requires that if Applicants are using County HFA-issued Tax-Exempt Bonds as a source of funding that they must, provide a letter from the entity issuing the Tax-Exempt Bonds that, among other things, "confirms that the Applicant has submitted an application for Tax-Exempt Bonds for the Development proposed in this RFA." RFA at pp. 68-69.
- 69. The letter submitted from Executive Director of the Housing Finance Authority of Palm Beach County confirms that Quiet Meadows, LLC has applied for Tax Exempt Bonds. Quiet Meadows, LLC, however, is not the Applicant but rather the general partner of the Applicant, Quiet Meadows, Ltd. A true and correct copy of the letter from the Housing Financing Authority of Palm Beach County is attached hereto as Exhibit "J."
- 70. The issuance and use of tax-exempt bonds is fundamental and critical to the award of 4% housing credits and competitive SAIL funding awarded under the RFA. To qualify for 4% housing credits under Section 42 of the Internal Revenue Code, the Applicant entity must be the recipient/borrower of the tax-exempt bonds. If the general partner is the borrower of the tax-exempt bonds the development will not qualify for housing credits. The distinction is material and cannot be considered a minor irregularity.
- 71. Quiet Meadows should be deemed ineligible for failing to satisfy an Eligibility Item which requires applicants to provide Applicant's MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds). RFA at p. 87.

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

Quiet Meadows' Invalid Financing Proposal

- 73. The RFA requires that applicants provide documentation of all Non-Corporation Funding Proposals to be counted as a source on the Development Cost Pro Forma. RFA at p. 71. "Financing proposal documentation, regardless of whether the documentation is in the form of a commitment, proposal, term sheet, or letter of intent, **must** meet the following criteria.
 - 74. Each financing proposal shall contain:
 - Amount of the construction loan, if applicable;
 - Amount of the permanent loan, if applicable;
 - Specific reference to the Applicant as the borrower or direct recipient; and
 - Signature of lender.

RFA at p. 72.

- 75. The Applicant included a letter from R4 Capital Funding which was addressed to Joseph Glucksman, McCurdy Senior Housing Corporation (the "R4 Capital letter"). The R4 Capital letter fails to mention the Applicant, Quiet Meadows, Ltd., or make any specific reference to the Applicant as the borrower or direct recipient. A true and correct copy of the R4 Capital Letter is attached hereto as Exhibit "K".
- 76. All Applicants must complete the Development Cost Pro Forma listing the anticipated expenses or uses, the Detail/Explanation Sheet, if applicable, and the Construction or Rehab Analysis and Permanent Analysis listing the anticipated sources(both Corporation and non-

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

- 77. The R4 Capital letter does not meet the mandatory requirements of the RFA. Thus, the bonds described within the letter should not be counted or included as a source on the Development Cost Pro Forma resulting in both a construction funding shortfall and permanent funding shortfall. This error is not a minor irregularity that can be waived.
- 78. Exclusive of the lack of any reference to the Applicant, there is no way to demonstrate that the R4 Capital Letter pertains to the Quiet Meadows Development Site. The only references to specific locations in the R4 Capital Letter are (i) "Quiet Meadows, Belle Glade, FL" and (ii) "306 SW 10th Street, Belle Glade, FL 33430". Reference (i) includes no specific address and thus, cannot be relied upon to determine the location of the Development Site with any specificity. Reference (ii) provides an address which is inconsistent with Quiet Meadows' (a) address of Development Site in Exhibit A of its application, (b) Development Location Point, (c) contracts for purchase and sale of property in Attachment 8, (d) zoning verification form in Attachment 9, (e) verification of water availability in Attachment 10, and (f) verification of sewer availability in Attachment 11. Thus, it cannot be demonstrated that the R4 Capital Letter pertains to the Applicant or Development Site.

Quiet Meadows' Invalid Equity Proposal

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

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

- (ii) If syndicating/selling the Housing Credits, the **Housing Credit equity proposal must** meet the following criteria:
 - Be executed by the equity provider;
 - Include specific reference to the Applicant as the beneficiary of the equity proceeds;
 - State the proposed amount of equity to be paid prior to construction completion;
 - State the anticipated Housing Credit Request Amount;
 - State the anticipated dollar amount of Housing Credit allocation to be purchased; and
 - State the anticipated total amount of equity to be provided.

RFA at p. 67 (emphasis added).

- 80. The Applicant submitted an equity letter from CREA (the "CREA Letter") addressed to Joseph Glucksman, McCurty Senior Housing Corporation. The letter fails to include a specific reference to the Applicant as the beneficiary of the equity proceeds.² A true and accurate copy of the correspondence is attached hereto as Exhibit "L". This error is not a minor irregularity that can be waived.
- 81. Exclusive of the lack of any reference to the Applicant, there is no way to demonstrate that the CREA Letter pertains to the Quiet Meadows Development Site. The only references to specific locations in the CREA Letter is "306 SW 10th Street, Belle Glade, FL 33430". This address is inconsistent with Quiet Meadows' (a) address of Development Site in Exhibit A of its application, (b) Development Location Point, (c) contracts for purchase and sale of property in Attachment 8, (d) zoning verification form in Attachment 9, (e) verification of water availability

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

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

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

Quiet Meadows Principals Disclosure Deficiencies

- 83. Quiet Meadows also failed to properly disclose certain officers and directors of the Palm Beach County Housing Authority ("PBCHA") as of the application deadline.
 - 84. As it relates to principals disclosure, the RFA provides in pertinent part:
 - c. Principals Disclosure for the Applicant and for each Developer (**5 points**)
 - (1) Eligibility Requirements

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

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

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

RFA at p. 15.

- 85. Florida Administrative Code Rule 67-48.002(94) defines "Principal" as follows:
- (94) "Principal" means:
- (a) For a corporation, each officer, director, executive director, and shareholder of the corporation.
- (b) For a limited partnership, each general partner and each limited partner of the limited partnership.
- (c) For a limited liability company, each manager and each member of the limited liability company.
- (d) For a trust, each trustee of the trust and all beneficiaries of majority age (i.e.; 18 years of age) as of Application deadline.
- (e) For a Public Housing Authority, each officer, director, commissioner, and executive director of the Authority.
- 86. In the third principal disclosure level, Quiet Meadows failed to list the following officers and directors of the PBCHA: (1) Kerry James, Chief Administrative Officer, PBCHA; (2) Tammy McDonald, Chief Development Officer, PBCHA; and (3) Gloria Bowens, Housing Choice Director, PBCHA. The failure to disclose these officers and directors is a material deviation from the requirements of the RFA. This error is not a minor irregularity that can be waived.

Fulham Terrace Failed to Earn Community Service Points

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

"Medical Facility"

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

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

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

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

(3) Community Services

IFTIVALE ITALISDULIALIUM - Z DIS	Private	Transportation	- 2 pts
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Service	Service Name	Service Address	Distance (rounded up to the nearest hundredth of a mile):*	
Grocery Store	Save A Lot	9624-A US-301, Riverview, FL 33578	.48	3.5 pts
Medical Facility	Cano Health Riverview	10508 Gibsonton Dr, Riverview, FL 33578	.18	4 pts
Pharmacy	cvs	10623 Gibsonton Dr, Riverview, FL 33569	.31	3.5 pts
Public School	Riverview High School	11311 Boyette Rd, Riverview, FL 33569	1.25	2.5 pts

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

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

Recalibration and Substantial Effect

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

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

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

Disputed Issues of Material Fact and Law

- 100. Disputed issues of material fact and law entitle MHP to formal administrative proceedings pursuant to section 120.57(1), Florida Statutes. Disputed facts include, but are not limited to:
 - a. Whether Florida Housing's actions in determining that Quiet Meadows was eligible was arbitrary and capricious;
 - 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

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

Ultimate Statement of Facts and Law

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

Request for Relief

106. MHP requests the following relief:

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

final agency action;

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

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

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

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

to the Division of Administrative Hearings for formal administrative

proceedings involving disputed issues of material fact pursuant to section

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

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

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

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

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

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

to fund MHP's Application by final order; and

f. Such other relief as is just and equitable.

Dated on this 23rd day of March, 2021.

PARKER, HUDSON, RAINER & DOBBS, LLP

/s Seann M. Frazier

Seann M. Frazier

Florida Bar No. 971200

Marc Ito

Florida Bar No. 61463

215 South Monroe Street, Suite 750

Tallahassee Florida 32301

Telephone: (850) 681-0191

sfrazier@phrd.com; mito@phrd.com

26

EXHIBIT "A"

RFA 2020-205 Board Approved Preliminary Awards

SAIL Funding B	Balance Available			1,575,936.00				Small County	Funding Ba	lance Available	ġ.		10								
Family Demog	raphic Funding Bala	nce Available		653,341.00				Medium Cou	nty Funding	Balance Availa	ble		7-								
Elderly Demog	raphic Funding Bala	nce Available		922,595.00				Large County	Funding Ba	lance Available	8	1,575	936.00								
Self-Sourced A	pplicant Funding Ba	lance		MERGED				-						5							
Non-Self-Sour	ced Applicant Fundi	ng Balance	0.	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	Proximity Funding Preference	Grocery Store Funding Preference	Community Service Funding Preference	Florida Job Creation Preference	Lottery Number
Two Elderly I	Large County New	Construction	Applicat	ions						**							0				
2021-2165N	Quiet Meadows	Palm Beach	L	Joseph Glucksman	Quiet Meadows, LLC; McCurdy Senior Housing Corporation - Managing Member; Palm Beach County Housing Authority Member	NC	E, Non- ALF	3,000,000	600,000	3,600,000	Y	N	132	25	У	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	V	116	25	Y	3	Υ	Υ	Y	Υ	18
Three Family	Large County Ne	w Construction	Applica	itions																	
2021 2215	Cutler Manor II	Miami Dade	L	Aaran Gornstein	Preservation of Affordable Housing, LLC	NC	E	3,000,000	600,000	3,600,000	N	N	113	25	Y	1	Y	Y	Y	Y	б
7021-199RSN	University Station	Broward	ı	Matthew A. Rieger	University Station I Developer, LLC	NC	F	6,309.360	600.000	6,909,360	Ν	γ	216	25	Υ	1	Ÿ	Y	γ	Ý	81
2021-244BS	Princeton Cross ngs	Miami-Dade	L	Lewis V Swezy	RS Development Corp.; Lewis V. Swezy	NC	E	4,020,000	600,000	4,620,000	N	Υ	150	25	Y	2	Y	Υ	Υ	Y	38
One Elderly I	Medium County N	ew Construction	ilaaA no	cation																	
2021-246BS	Cadenza at Hacienda Lakes	Callier	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	V	160	25	γ	3	Υ	Υ	Υ	Υ	8
Two Family f	Vledium County N	ew Construction	n Appli	cations																	
2021-2585	Nathan Ridge	Clay	M	James R. Hoover	TVC Development, Inc.	NC	F	5,675,000		5,675,000	N	Υ	192	25	Y	5	Y	Υ	Υ	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	Υ	Υ	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	y Application(s)																				
2021 209BS*	Sweetwater Apartments Phase II	Columbia	s	Matthew A. Rieger	Sweetwater Apartments II Developer, LLC; The Greater Lake City Community Development Corporation, Inc.	NC	F	5,053,949	408,800	5,462,749	N	N	84	25	Y	5	Y	Y	Y	Y	21
Medium Cou	inty Application(s)																			
Z021-251BS	The Willows	Saint Lucie	М	Clifton E. Phillips	Roundstone Development, LLC	NC	E, Non-	6.000,000	600.000	6,600,000	γ	N	136	25	Y	4	Υ	Υ	γ	Y	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	Y	3	Y	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	Υ	3	Υ	Y	Υ	Y	85
Large County 2021-245BS	y Application(s) Stadium Towers	Miami-Dade	L	Lewis V Śwezy	RS Development Corp., Lewis V.	NC	F	4,321,000	600,000	4,921,000	N	Y	149	25	Y	3	Y	Y	Y	Y	6/
2021 203BSN	Fern Grove Apartments	Orange	ī	Scott Zimmerman	BDG Fern Grove Developer, LLC	NC	E. Non-	5,400.000	600,000	6,000,000	Υ	٧	138	25	γ	3	Y	Υ	γ	Y	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	N	80	25	γ	1	γ	Υ	Υ	Y	48
2021-269SN	Southwick Commons	Orange	Ĺ	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	Y	2

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

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.5 /(3), Ha. Stat., Rule Chapter 28-110, H.A.C., and Rule 6/-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 170, Fla. Stat.

EXHIBIT "B"



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

January 27, 2021

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

RECEIVED

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 Sixxing Eneets

	Contributor/	2021-19015H	2021 1918SM	2021-19285N	2021-1930561	2021-194 0 3N	2021 19SIISN	2021 19685
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RFA 2020-205 Scoring Shoots

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RFA 2020-205 Scoring Sheets

Development Name	Contributor/	2021-15085N	2021-S9384M Grove Villas	2041-19484N Orthid Lake	2021 1938SN Hand View	2023 194B\$N Part Tower	2021-19585N Cypross Aldga	2021 19685 C∎d⊯ Cave
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REA 2: 21/21/05 Ing Sheets

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10 bifeill The Sell Sources Ficançoig Cimentones) Verbeal-on Form (Rev. 10-19) was provided a lid endoted by Abtural Pers, in Principal of the Applicant stated on the Pilliage. Discovere Film	Lm×	ь	н	и	N	И	N	n
Dip (2:6) year exploration that the Amount of reli- peuted instituting continuiting little the Companion stated on the Self-Sourced Financing Elomina in the Medican on Form was the greater of at Seat Half of the digital SAM resourch mount on \$1 million.		h.	ti.	н	14	N	N	n
ll at of the above requirements are met, the Applica- Sourced Appikant	nt qualifies as a Seli	N	N	74	N	и	N	N

RFA 2020-200 Scoring Sheets

	2021-197B3W	3057-14002N	7021-19985N	2021-200ESN	2021-20185N	2021 20285	2021 201BS/4	2021 204BSM
DevelopmentName	Attaria an 91h	Cecatife Apartments, Phase b	University Station	The Berkley	Gould Harbor	Wh is per ng Caka	Ferra Grave Apartments	Barnett Villas
Pointrawarded				2,120				
Restantishing Afterhammer prior to submission [Section Three, A.2.0.] 15 policis	5	5	5	5				
3 tr [3][b] Deselegier Experiency Wishdapizal Districentive (Supports)	5	5	5	5		*		
3.b (Mic) 6/ER20 1 Districentive (5 points)	5	٤,	5	5		1	····	i
3 c (2) Submission of Parelipal Estatosere Form Lot 15 either felt Mangheil "Approved" as least 15 Lalendar Days prior to the Application Boodfare 16 (Mangheil "Received" by the Corporation at least 14 Calendar Days peror to the Application Beading AND stronged "Approvent" prior to the Application Doubline	5.	5	5	5				
LE Local Government Contribution (Sep to 5 paiess	5	5	5	5		1	•	
Total Points (maximum of 25 po n	25	25	75	25	25	25	25	23
Ellelbility Resultements			1.7		2.5		***	
Submission Requirements that (suches Thora, A.)	y	'r	Y				· ·	
l - Executed Applicacy (epitify strong and Asknowledgement form submitted	Y	Y	Y	٧		83	2	
2 a Demographic Commomont selected	γ	Ÿ		- 7	7	· · · · ·		,
La (3) Name et Applicant propried	9	7	Α,,	7				1
Lu (2) Destence Applicant is a legally formed entity providual	ÿ)¥	Y	Y	i.	-	•	,
3 b (I) Rume of Each Dayeloper provided	ř	ř	Y	Y				,
1.5 (2) Evidence that each Developer entity is a legally formed entity provided.	Y	y	Y	Y	۲	٧.	Y	Ÿ
3 is (3)(4) December: (aperience Republisment met	Y	90	Y	γ	· · ·	,	·	· ·
J.c.[1] Prexipals for Applicant and Developor(s) Ricklosure (turn purpos) and meets regulierments	r	¥	Y	Y	۲	7	Y	Y
3 d.[1) Management Company information pro-ൽ-ർ)	Y	Y	Ÿ.	Y	y.	Y	Y
3 d (2) Prior General Management Company Experience regularment mad	×	Y	Y	7	Y	Y	Υ Υ	Y
3 e.(1) Authorized Pallices Al Representative provided and meets regularments	(K)	000	Y.	Y	Y	Y	Ÿ	,
4.a. Harne of Proposed Development provided	κ'	N.C.	Y	γ	r	T	¥	γ
4.0.(3) Ossalopment Category telested	×		γ (γ	r		- i	
4 h 12) Pevelopment Calegory (Luabfying Conditions) mat	×	Y.	, ,	7	Y	1	¥	Y
t in Denstagmann Type provided, and breekingar, et number of units associated with each Cevelopment Type if applicable	¥	4	٧	r.	Y	4	Y.	γ
S.a. County identified	Y	Υ.	Y	·- y	· ·	,	Ψ	У У

	2021-15785N	2021-19885N	2021-1998SN	2021-20085N	Z021-20165N	2021-20205	2031-20305H	2023-20-185N
Development flame	Arresia on 9th	Cour(side Apartments, Phase ()	Mniversity Station	The Berkbey	Gould Harbor	Whispering Oaks	Fern Grave Apartments	Barment VIIIas
5.b. Address of Exvelopment Site provided	γ .	7		Y	4	7	Y	4
5 t. Djoëstabli whether a Spattered Sites	y .	'n	r	Υ.	· ·	Y	91	59.
Development answered		if.	•	1	T	Y.	۲	۲
5.d.111 Development Location Point provided	Y	Y	Y	Y	Y	Y	Ψ.	Y
5.0 (2) Cathude and Inngiting Coordinates for any Scottered Sites provided, if sonicable	γ	r	Y.	۲	Y	Y	۲	ĭ
S.e.(2) Minimum Francis Szess men (if applicable)	Y	7		7	4	Υ Υ	Y.	Y
5 & Minlinum Total Proximity (spre met		T'	٧,	¥	Ϋ́	7	Α,	۲
5.1 Mandatory Detance Requirement met	<u></u> }	'n	Y	Y	Tr.	7	Υ	4
5 g. Climited Devslopment Area (\$154) conducent met, il applicable	Y	7	4	n'	Y	Y	۲	۲
6 a. fotal Number of Units provided and within limits	ř	Y	Y	γ		Y	Y	Υ
file Rumber of new monthington gods and	Y	Tr.					***	
rehabilitation units provided	,		Y	Y	Y	Y	۲	۲
6 ட Ostupanty status of am/narding limits proyided. II செந்தந்தேர்	γ	y.	Y	7	Y	7	Ý.	Y
6 d (1) Minussum Set Asste election provided			Y	Y	· · · · · ·	7 -	Y	8
6 d (2) Total Sat Addy Panakilewn Chart property completed	Y	T	4	4	Y	7	Y	7
Gr. Unit mis provided and meets requirements of	 ,	r	Y	y		· · · · · · · · · · · · · · · · · · ·		
6.1 Mainte of test dental buildings provided and	-	***	1	· · · ·	4	. ,	Y	ř4
meels regovernenis	Y	1	Y	7	Ψ	4	Y	Y
7.a. Existence of Site Control provided	Y	N.	Y	Υ	4	· ·	Υ	¥
7.b (1) Apploptiate Joning demonstrated	n'	<u> </u>	٧	Υ	7	γ_	7	Y
7 b (2) Availability of Water demonstrated	Υ	N.	Υ	Y	7	7	Υ.	Y
7.b (3) Availability of Sewer demonstrated	٧.	N N	Y	Y	۲.	Y	Y	ΨΥ
Bid Green Building Certification or en nimus: Add-transi Green Building Features selected i as apokable	*	1	v	γ	7	Y	Y	Υ
9. Minumum number of Resident Programs selected	*	*	Y	Y	Y	Y	Y	Y
tDla (1) Applicand's 50E Funding Request Amount phonology	Υ	N.	Y	*	v.	T	Y	y
10 a (1) Ungdie SAIL Besonst Amount Meets Minamum Request Amount (2) are. Dade Cauchy Only)	٧	Ŋ	Y	7	Y	Y	Υ.	,
10 • (2) Applicant's Ron- ompetitive HC Request Amount provided	٧	Y	ř	Y	7.	Y	Y	,
10.a (3) Applicant's NIMBB Request America (il Corporation diwed Bords) or Pond Request Amount and Other Required Information (id Man Corporation round Bonds) provided	*	Y	¥	·	*	т	Υ Υ	¥

	2021 1978511	2021-191554	2011-19965N	2021-200BSN	2021-20185N	2021 20283	2021 10385H	2021 20485N
Development Name	Astoria on 9th	Courtilde Aparlments, Phase II	University Seasion	The Barkley	Gould Harbor	Whispening Clake	Fern Gative Apartments	Barnett Villas
(O.C. Oeve Symmers East Pro Farms provided [Stong represes on except and Construction/Hebab analysis and Permanent analysis [Interpretations). Shore as most engaged represedances.	ŗ	×	,	*	č	ř.	н	3
fotel Development Cost Per Ural Lemilation met Section Flor, A.J. J	7	1	Y	Y	r			
Actification flat the Applicant has not covering so she last Exempt Bond financing prior to the Applicant is Deadline (Section One, C)	,		Y	Ÿ.		,		,
Selds, altion of my poor exceptance to an installion to enter credit underwriting fee the same Decel (pities) n epienoos RTA (testion five IA-1)	ĸ	Υ.	Y	Y.	D. Alead		,	
Verégation of no recent devolvigations (Socion Final 8-1.)	1	۲	7	•				
Inancial Access Met (Section Fixe, 7.1.)	Y	Ÿ	Y			1		
All Eligibility Requirements MeO	ì	¥	Y	7	Y	Y	Y	N
Ne-Broakors					•			
10 d. Per Urst Construction funding Preference 1 oppkaable (Section Floy, B.4.6.)	r	۲	Y	7	e e			
s & Proceedity Conduct Preference	i i	r		· ·				
Se. Gracery Store Funding Preference		Y	Y	1	10000			
Siel, Community Service Preference	7	8	Υ	Υ	-			
Florida içib Ciraçıbı Prefiqiençe (Şerçiyo Fiye 84 d.)		*	٧	•		,	***************************************	
tatlery Number (Section Five, B.A.e.)	17	52	BL	53		1 71	Ji.	55

	Z021-19785N	102 (-19885A)	3071-19985N	2021-200BSN	2021-20185N	1071-20105	2021-203ESN	2021-2048\$N
Development Name	Ástáila on 9th	Courtilde Apartments, Phase II	University Station	The Saukley	Gould Harbon	Whispering Quis	Fem Grove	Barnett Villas
/étérans Preference			-					
b If commissing to the Elderly Gemographic connectment, diver the Application quality for the returns Froferance?	7	н	м	Y	t4	ık	i.	4
Self-Sourced Applications			· · · · · ·					·
3 a [1][6] Applicant clased that diwas a Salf Sourced Application	1)	ļi.	Y	й	ři.	Ŋ	N	ř1
2.a. Demographic Commitment of Family was selected	n	и	Y	и —	ři.	Pi .	N	14
th Development Category of New Continue top was selected	н	и	Y	ы	И	Pi .	N.	n
F Development is not an EDA Development	n	Ŋ	Y	N	*	N	N	14
of At least 5% of the resal units were set usule selew \$0% Atti	н	н	7	N	и	P.I.	H	N
10 b (2011 the Self-Sourced Ferancing Commonwell Verification Form (River 11-39) was provided and executed by Matural Person Emergal of the Applicant stated contin Principal Chicksoure Form	н	и	Y	и	řs .	P.	и	19
Dib (2)()) Verification that the Amount of self- outcod financing committed from the Principal Caled on the Self-Educinf Financing Commitment Verdication Form was the greatured at least half of the Alighte SAT Inguest amount is Sign-disco	и	N	y	N	ь	21	В	N
f 4th of the above requirements are most, the AppR() ourced Applicant	9)	н	Y	N	N	Ŋ	rł	2

	2021-105B\$N	2021-20683	2021-2078574	2021-2085N	2041-20985	2021 21085	20221-2 LLSN	2021 212059
Deuglopmant Hame	Toda Later Estates - Phase III	Rosewood Pointe	7allman Pilnes - Phate II	The Arbors at Valhalla Pond	Sweetwater Apartments Phase II	Corret Pointe	Asinbow Village	Ta man Pines Phase i
Polints awarded			100					
Buckmarking Areachments prior to submission [Section Three, A.7 b. [15 colors]	5	5	5	5				
J. b (3) b] DeseSoper Experience Withilisess Oster entire [5] points]	5	5	5	j,	7			
3 h (B)(c) n2E020-1 Districentive (5 go-sta)	t,	1,	5	ξ,				
1 c [7] Substassion of Principal Declarate Form that whether (a) stamped "Approved" at least [3] Calendar Days prior to the Application Deadline, or "by stamped" Received" by the Corporation as Teast 14 Calendar Days prior to the Application Deadline ARD stamped "Approved" price to the Application Caustine.	5	5	5	3			77	
21 Cucil Government Contribution (Up to 5 pixers)	r,	5	5	5	· · · · ·			
Total Points (maximum of 25 poen	- 14							
Englishing Requirements	25	25	25	25	25	25	25	25
Submission Requirements met (section Three, A.)	y							
5 Executed Applicant Fertility (payant)		Y	_ r	Y	Υ	18		
Acknowledgement form submitted	Y	γ	9	Y	۲	-		
La Demokrachik Commitmismi salarsad	Y	Y	. 1	Y	<u> </u>	Ÿ		
3.a () Name of Applicant provided	Y Y	Y	Y	Y	Y	- 6		· ·
1 = (2) Evidence Applicant is a legally formed entity provided	y	Y	Y	Y	Y	7		
3 b.(1) Name of Each Developes proyeded	Y	Y	7	Y	7		0.0	
3.5 (2) Conferent that each Developer encity is a legally formed sently provided	٧.	Y	r	۲	Y	Ť	Ý	Y
3.6.[31]a) Bounkiper Expurigacy Regularized pref	Y	7	γ	Y	Υ	y	Y	7
) e (1)) Principals for Applicant and Developar(s) Cisclasure Form provided and meets requirements	٧	¥	r	Y	Y	۲	т	Y
1 d.[t) Management Company information provided	Y	Y	i.	7	Y	Y	,	Y
3 of (2) Pirot General Management Company Coperings requirement met	· v	Y	ŗ	Y	Y	Y	4	y
1 e (1) Authorized Piloxipal Representative proceded	Ÿ	γ	*	Y	۲	7	Ψ,	¥
1.2 Name of Proposed Development provided	۸.	Ÿ	Y	٧	Υ	Y	Ψ.	
4 h If Desciopment Calegory sale(teil	ν -	· v	7	, ·	Y	- ;	,	Y
4 b.(2) Development Category (1939) for g Conditions met	v	v v	,	γ	Y	Y	· ·	<u>'</u>
ic. Development Type provided, and to each own of multiples of costs associated with each Development	γ	y	-	4	+	γ	Y	,
Type, if applicable				15	100		3//	10.

	2021-20505N	2021-206BS	2021-207B5N	2011-1015N	2021-20905	2021-21085	2021-2335N	2021-21255N
Oevelopment Name	Twin Lakes Estates - Phase M	Ansewood Pointe	Tallmaan Pines - Phase N	The Arbors at Valhalla Pond	Imeelwater Aparlments Phase II	Cartes Faints	Azinbow Village	Tallman Pines - Phang t
5 b. Alichess of Pevelocoment Ste or Indeed	γ	r	Y	Y	Y	y	Y	· · ·
Sicilities tion whether a Scottered Sizes Development auswered	3	۲	Y	· 1	Y	Y	Y	y
5 d (Uk Development Location P int provided	y	Ŷ	Y	· · · ·	Y	y	۲.	7
Sid (2) basitude and Long sude Coordinates for any Scatterest Siles provided, if app able	,	ř	Y	۲.	Y	Y	٠,	Ý
5 e (2) Minimum Transil Score met lif apia i ablet	γ	7	γ	,	Y	7	Y Y	7
Sie Min mam Tilfal Proximity Sci volinas	. ч	7	Y	Y	- -ÿ	9	<u> </u>	,
S.E. Mandai, 19 Distance Regulement met	γ ""—	Y	Y	1	7		Y	- ;
5 g. limited Development Area (IDA) conditi insimet, if apolicativ		*	Y	Y	Y	۲	۲	Ÿ
Gis. Total Number of Units or inded and within smile	7	Y	4	¥	r	7	Ŷ	Ÿ
6 b. Mamber of new clinic conton against and rehabilitation counts provided	Ÿ	7	ř	Y	¥	,	Y	¥
G.C. Occupancy status of any existing uracs prily ded, If Rehabli nation	7	Y	Y	Y	'n	7	۲	Y
6 d (1) klin myin Sel-Aside eta Lin pro-ded	Y	5	γ	¥''''—	y	T T	, ,	n -
6 d (2) folal Sel Apide Breakdown - harr property completed	y	7	r	Y	۲	γ	N	Ÿ
6 n. Unit mix provided and meets requirements	7	Y	'n	7.4			Υ	7 '-
61 Number of residential buildings provided and models requirements	y		ī	Y	т	Υ.	Y	¥
7.a. Evidence of title Control provided	Y	т	Y	Y	Y		γ	,
/ b (1) Accompriste Zining domonstrated	7	Y	90	Ÿ	7	Y	¥	Y
7 to [2] Availated by of Water demonstrated			7	Ť.	Y	,	T Y	7
7.6 (3) Availability of Sewer demandrated	i		77 6/10/04/1	Y	Υ	4	7	, v
3 di Green Building Certification or minimum Addotorat Chilen Building Features solested las apolicable	Y	<u></u>		٧	¥	*	Y	Y
9 Minimum Humber of Resident Programs #20184	γ	٧	. 1	7	۲	,	Ŷ	۲
10 a (1) Applicant's SAR Tunding Request Amount provided	r			γ	÷	¥	r	Y
30 a (1. E. gible SAIL Request Amount Meg); Alaremum Request Amount [M. am+ Code County Only]	Y	۲	¥	7	1	٧	,	y
10.a (2) Applicant's Roll-Collegelities HC Recession unit privided		ĭ		7	Y	Y	Ŷ.	Y
10 a (3) opprisant's fifthf9 Reguest Amount [3] Corpolation (see Special) or Book Reguest Amount and Other Reguired Information (if Non Corporation issued 8. oblyphoxidad		Y	2,7200		۲	Y	· ·	۲

	1071-2010524	2021-20685	2021-2078514	2021-2085AI	2021-709BS	2021-21085	2021-233\$74	2011-21785N
Dévélápráent Name	l'win Lates Estates - Pluse III	Rosewaod Poince	Talinsan Pings - Phase II	The Arbora at Valhaila Pond	ävrdetwäter Aparlenginks Phase II	Cortat Foine	Rainbow ViAnge	Talinum Pines - Phase i
UD c. Development Cost Profitions provided (listing expenses or inves) and Construction/Rehab analytic and Parmatient analysis (listing senices) – Socies most equal or extend uses	1	,	r	Y	N.	r	Y	Ÿ
Intal Development Cost Per Unit Lemiacian mer (Soction Five, A. E.)	Y	Y	T	7	γ.	y	Y	Y
Perdicution that the Applicant has not closed on the favilteering Bood financing prior to the Application Deadling (Society Coe. C.)	7	y	Y	r	ir i	,	Y	,
Pendication of no puso acceptance to an enalation to accur trouts underwrining for the same Development in a pressous RFA. (Section Fixe, A.1.)	Y	V	Y	,	۲	۲	١,	*
Verdication of no recent de obligacións (Socción fine). A 1.}	r "	,	1,	7	Y	ÿ	Y	Υ
Financial Arrears Met (Section Fine A.1.)	7	Y	N .	Y	8	Y	Y	- 1
All Eligibility Requirements Met?	T	Y .	Y	¥	7 '	У	N	Y
Ne-Breakers								
10 d. Per Unit Construction Funding Preferance, II app_cable (Section Inve. 6.4 h.)	γ	Υ.	3	Y	۲	1	1	,
5 m. Prezionity Funding Preference	7	Y I	•	7		Y	, 1	
Sie - Grobery Store Funding Preference	7	Y	· ·	Y	Υ	y	1	7
S.e. Community Service Profesence	Y	Y	Y	7	Υ		۲ ا	~ ,
Florida joh Gregiuso Abelerence (Section Free, B 4 d)	7	Y	Y	Y	Y	9		ř
ottery Number (Section Tive, B.4.#)	31	15	£3	74	21	42	19	33.

	2021 20585N	2021 2068\$	2021 20785N	2023 2085N	2021-20985	2021-21005	2021-2115N	2021 212#54
Development Name	Twin Later Estates - Phase Mi	Rösewaad Painte	Tallman Pines - Phase II	The Arbors at Vehalla Pond	Sweetwater Apartments Phase II	Corles Pairie	Rainbow Village	Tallman Pines Phases
referans Preference		• • • • • • • • • • • • • • • • • • • •		<u> </u>	· · · · · · · · · · · · · · · · · · ·	1		
The III compositing to the Elderly Demographic Commit waith does the Application quality for the Voterans Preference ²	и	ts.	Y	F9	ы	н	18	N.
Self-Sourced Applications	***	•		(c)	Mr. An - Galladoudin			
Na (L)(b. Applica i stated that It was a Self Sourced - Roplication	н	tı	н	ei	N	Ŋ	N	14
2.a. Cernograph) — eromoment of Family was relected	н	N	н	×	N	N	ы	N
Ch. Devylopment - alegory of New Lonstruction was selected.	н	N .	м	н	N	ы	и	н
5 g. Development 1 s not an COA Development	и	t:	N	N	н		ы	N
6 of Ar least 5% of the total units wore set and a below 5 - 8 AM	н	N	и	н	N	ė1	н	н
10.b (2 - i) The Self-Spor and Cipanaling Commitment Verified professing (Rev. 10-19) was provided and ecologists by National Pays — Principal of the Applicant stated in the Principal Disclosing Form	М	N	н	2	N	N	N	No
19 b (2) I Ver lination that the Amazon of sqlf courted links lig. computed from the Poincipa stated or the Self Line of Francis of Commutation overfacts on Form was the greater. List leads hall of the engine EAML regulation record. (3) million	н	ÞI	и	ti	N	61	ų	н
fall of the above regovernments are met, the AppRca Journed Applicant	14	N .	N	N	N	М	N	ĸ

RFA 2020-205 Sporing Sheals

	1021-111 53 W	2021-21405W	2021-Z15BS	2021-2165N	7021-2175N	202J 2185N	2021 2195N	2021 22085N
Development frame	Villa Alexandria	Dsprije Polnije II	Hibiscus Apartments Phasa Two	Quiet Meadowi	Autumn Ridge	Citrus Gardens	Coleman Park Romalsyance	Ozlovosid Přesenie
Points awarded								
Bookinarking Altachments prior to submission (Section Three, A.2.6) (5 points)	ş	5.	5	4.				
3 to (3)(b) Revolution Finderless e Withdrawal Districtive (5 points)	3	5	5	5				
J b (35%) 671 920-3 Codingention (5 points)	5	5	5	5				
3 o [3] Seemission of Principal Disclosure Form that is either (a) stamped Toporoces? at least 14 Celer-day Object from the Application (beading, in (b) stamped "Beceived" by the Corporation at least 14 Celer-day Days provide the Application Department AND stamped "Toporoced" prior to the Application Department	5	5	3	S				
LL Loral Government Conscibution (Up to 5 points)	5	5	5	5				
Total Points (mailmum of 25 point	25	25	25	25	25	25	20	20
Eligibility Respulsements						L 43	20	- 20
Submission Registraments that (Suction Three, A.)	Y	Y T		, , , , , , , , , , , , , , , , , , ,	Y		· ·	Y
L. Esekuted Applicant Certification and						· · · · · · · · · · · · · · · · · · ·		<u>-</u>
Ackrewledgement form submitted	Y	Y	Y	*	Y	ř	t _i	3
2.a. Demographic Commoment selected	Υ	Y	٧.	1	Y	1	7	,
3 a [3] Name of Applicant provided	Y	7	γ -	1 1	- ;	,	,	
Fig. (2) Existence Applicant is a legally formed emity provided.	r	Y	γ	ř	Ý	7	,	,
3 b.(1) flame of Fack Developer provided	Y	Υ Υ	Y	1 7	Υ			
3 b (2) Cyldence that each Developer entry is a	r.	ų	· Y		Y	,	γ	ų ·
ngalis formed entry pr. dest					_			
3 b (3%) Developer Experience Requirement met	Υ	7	Y	, , , , , , , , , , , , , , , , , , ,	Υ'	Y	Y	7
) t [1] Precipals for Applicant and Drose (ports) Disclosion of primal provided and meets requirements.	r	v	٧	•	Ÿ	y	Ŷ	Y
dd(t) Management Lamparry of others in privaded		Y	Ÿ	r	Y	Y	r	Y
3 & (2) Pluso General Management Company Experience regularment man	×	۲	Y	r	Y	Y	y	Ÿ
In (1) Authoritad Principal Representative pri voted and meets represented is	٠.	¥	Y	· ·	٧	Y	Ÿ	y
a a Name of Proposed Osyolopmont proceded	ı,	Ÿ	Y.	· -	Y	Y	Y	Y
8 big 13 Development Category selected			Y	· ·	7	Y	¥	ý
3 B (2) Development Category Qualifying Conditions met	Y	۲	γ	v	Ý	Y	4	Y
4 c. Devalopment Typn provided land breakdown of comber of units associated with early Development Type. If applicable	1	Y	۲	•	Y	۲	۲	y
S a. Econts Identified		γ	Y	1	Y	ų · · · · ·	¥	,

	2021-21385N	2021-214BSN	7071-71585	2521-21650	2021-2175N	2021-21459	2024-2195N	2021-220BSN
Development Mamb	Villa Alexandria	Osprey Pointe II	Hibistur Apartments Fitate Two	Quiệt Mezdows	Auturen Ridge	Citrus Gardens	Coleman Park Remaksiance	Oakwood Preferve
S.b. Address of Development She pr. vided	ľ	r	Υ Υ	, i	۲	١	*	Y
Sic Quastion whether a Science of Stees		, –		,		7	Ÿ	0.00
Cavelopment answered			r.	5.	Y	Į t	,	r
Siddly Development Location Point provided	*	Y.	Y	(7	Y	r	7
5.03(2) katitude and Longnude Cocaboutes for any	v	Υ	¥	1 ,	¥	, , , , , , , , , , , , , , , , , , ,	¥	7
kattered lites provided, if applicable			*	1 '		E		
Sie (2) Minimum Transii Score met (il applicable)	*	N .	r	f., v	4	Υ	¥	γ γ
Ser Klinbrum Total Proabbery Schemet	N N	T T	. *	۲ ا	۲ -	Y	٧	9
FT Mundatory Distance Reprocement met	۲	Y		7	۲ .	Y	4	7
រំ g. Dowled Development Area (LDA) conditions mae, «applicable	Y.	r	24.	7	۲	Y	۲	Y
Ga. Total Number of Units provided and waldu limes.		۲	r	Y	γ	¥	ÿ.	Y'
6 b. Number of new construction on 15 and rehabilitation units provided.	Y	٧	Y	7	Ÿ	Ÿ	7	Y
6 t. Ouropanry status of any existing usins general and 4 Rehabilitation	Y	Y			¥	Y	Ÿ	,
6.d (f) Missengus Set Aside electrin provided	Y	Y	Ÿ	Y	Y	7	+	¥
6 d (2) total Set Aside Breakdown I barn property	**	· -				""		
: 6mple; su)	Y	Y.	Y	*	٧	Ÿ	Ÿ	Y
6 e - Urst mix promded and meets reautiements	٧	۲ ۱	N N	Y	Ŷ	Ÿ	777	
6 i Number of residential buildings provided and meets requirements	Y	۲	Y	r	Y	γ	1	Y
Ta Evidence of Ste Control provided	ν'	- 8	,		Ÿ	7	Υ Υ	
7.b.[11Aporoprism Zonnig domon traced	Y	Υ	Ÿ	T Y	Y	Y	7	- Y
7.b [3] Availability of Water demonstrated	7	8	,	r	Y	Y	Y	'n
7 h 13) Availability of Sewer demonstrated	Y	8'	, -	1 1	Y	7	Ţ	- 1
Bid Green Building Certification or minimum Additional Green Building Features selected las	Y	Y	,	ų.	Y	γ	¥	Y
anpleable								
9 Mazimum reunition of Roslands Programs selected	Y	Y	1	5.	Y	Y	4	Y
This {I} Applicant's SAN Funding Request Amount provided	γ	Y	i	Ť	¥	7	¥	٠
10.a.[[] Eligible Skil, Request Amount Meets Minimum Request Amount [Mismil Dade County Only]	γ	Ý	TW:	V.	Y	y	y	y
10.4 (2) Apple 461's Mon-Competance HC Request Amount provided	Y	Y		۲	¥	Y	Ÿ	Υ
19 n.[3] Applicant's MMBB Request Arsecut (d Cerpotution in Sizel Rends] or Rend Rendert Arcount and Other Required Information (d Non-Cerporation- itional Bondy provided	Y	v	•	Y	Y	y	Y	*

	2021-113B\$N	4021-11485H	2011-21585	2021-2165N	2021 21759	2023 2185N	2021 2195N	2021 22095N
Development Name	VIIIa Merandria	Disprey Polinge II	Hiblicus Agartmenti Phase Two	Quiet Meadows	Autumn Ridge	Crival Gardens	Coleman Park Ronalssance	Dahlaragd Preserve
10 c. Development Cost Pro Formal pervided (liseing experies of useful and Constitution/Rehabitation/syl- and Permonent analysis (listing sociales) = Sout (is must agoul by expenditures	۲	Y	7	*			i i	,
Total Development (195) Per Upit Limitation met Section Five, 4.1.1	٧	7	Y	Y	21		i	
Verification that the Applicabilities not closed on the lan-fixemp1 Bood linancing provide the Application Deadline (Section One, E)	۲	Y	Y	ř		,	Ÿ.	
Varification of no prior actives angle (i.e., included to enter coold underwriting for the same Devinlagment in a praivious RFA (Sacrison (cye, A.).)	٧	۲	r	٠				
Portlication of no recent de obligations (Section Five 6.1.)	Ÿ	Ť	γ	7		i.		
Financial Arrages Met (Sestion Fave, 4,3-1)	۲	Y	Y	,				,
AD EUglbülty Regulrements Met?	ì	۲	N	'n	T	Υ	¥	У
Ge Breakers						<u> </u>		
10 d. Per Unit Constitution Funding Preference, if contents (Section Live, 8.4 b.)	Y	Y	Ÿ	γ	e e			1
e. Proximity Funding Fruderance	γ		Y.	γ				
Sat. Glocety Stote Funding Purference	Y	Υ	Y	V	7	· · · · · ·		
Fire. Community Service Preference	Y	۲	, Y	7	0.00		•	
lorida tob Creation Parlacento (Section Eng. 8.5 g)	1	٧	۲	Y	ž.	,		,
Luttery Number (Section Five, Bid.e.)	79	40	76	72	1.1		- 13	5.1

RFA 2020-205 Secring Shoots

0.2	2021-211056y	2021-23485N	2021-21585	2041-2165W	2021-2175N	2021-2185N	2021-2195N	2021-220652
Development Name	VIIIa Ateratorità	Osprey Poince is	Hibtscus Apartments Phasa Two	Quiet Meadows	Autuma Ridge	Crisus Gardens	Cofeman Park Manafisarice	Dakwood Preserve
/eterans Preference		200			100 200 200 E			
7 U. Histoministing in the fase of Demographic promitment ideas the Application and ly for the interact Plase ence?	Y	Y	ře	,	Y	T4	Ŋ	Ÿ
etf-Sourced Applications						10.000	_	
+ (1)(h) Apporant stated that it was a Solf Sourced Pro-Heatien	и	и	14	N	N	ы	N	N
a Domographk Complement of Formy was elected	н	н	řs.	N	N	N	н	N
b Development Calegory Free Instruction was elected	N	н	n	n	М	н	N	N
g Development is net an IDA Development	и	и	te	. N	14	~	н	N
id At least 5%. I the till Libroria were reflaside relay 50°, laker	N	н	В	н	N	н	ы	N
10 fr [3]]) The cell is priced Financing Connection of Parlication Form [Rev. 18, 19], was provided and exercised by Natural Forseer Principal of the Replace of State of the Principal Discourse Form	н	N	ř4	N	7.9	k	и	N
Ob 12 Jo Ver lication fibrithe Amount I self- outsed financing committed from the Principal Litted on the Self-Supposed foresting commitment rentration form was the general facility by for- ing nighble SA Leguestamou 1 (15) m., on	и	н	н	и	М	ta .	N	N
all of the above requirements are mai, the Application red Application	h	N	te.	N	N	N	N	N

	ZD21-2Z15	2021-22285	2021-223B5	1021-1145	2021-2255	2021-2265	2021 2275	2041 2285N
Development Name	Curber Menor =	51. Peter Clarer Place Phase I	CMI SIA JUIA Diego	Westover Senior Inquiling	island Cove Apartments	Hillerest Reserve	Villas et Academy Place	Meadowbrosh Senior
Policia Invarded			· · · · · · · · · · · · · · · · · · ·	·		1	· · · · · · · · · · · · · · · · · · ·	
Bookmarking Astachinensis prior to submission	5	5						
Section Three, A.2.6.) (Septints	3	5	5	5				
3 b.[3][b] Developer Experience Withdrawal	5	15				1		
Distincentive (Sipplints)	,	2	5	5		WASHING OF		
3.h [3][c] 67EII 20-1 Districentive (5 postás)	<u>z</u>	5	5	5 -			ì	
3.c [2] Submets on all Pelegipal Diversione Form that				i i	V-1		1	
is either (a) stamped "Approved" at Musi (4								
Calendar Days prior to the Appécation Deadline; or		ĺ						
[b] stamped "Becound" by the Corporation at least	i,	5:	5	5				
14 Colembar Days prior to the Application Deadline		1						
AVD clamped "Approved" prints to the Application				1				
Dep3Ime					200		<u> </u>	
11 Total Generalism Contribution (Up to 5 piscas)	5	5	5	5				
Total Points (maximum of 25 poin	23	25	25	25	75	23	25	25
Eligibility Requirements	- 24			•				-
Submigraph Requirements met (section Three, A.)	4	7	7	Y		T	i e	· .
L. Executed Applicant EartHeatlan and								
Acknowledgement form submitted	Y	Y	7	7	**	1	•	•
2 a Demographic Commitment selected	Y	7	7	Y			7	
3.a.(1) Name of Applicant provided	4	7	7	7			- /	
3 = [2] Fooderize Applicant is a legally latined entity			1					
brostgeg	Y	Ą	r	Y	3,5,6		(
3.b (1) Name of Each Developer provided	Y	7	7	7		i i i		-
3 b (2) Evidence that outh Developer entity 3.3	Y		4		20.70	1		
lepally formed entity product	Ţ		7	יר	۲	Y	7	Y
3.b [3](a) Developer Exponence Radu rement met	Y			· · · · · · · · · · · · · · · · · · ·	7	· -	Υ	Y
3 c (1) Pure ip Ay for Applicant and inveloper(s)			1					
Disclosure Form provided and more recovery	7	Y	7	Y	Y	Y	•	Y
rant-sant count breamen a rounding a randout			1		77			17279
3 d (I) Management I importy of I matter provided	γ	'e	•	Y	Y	Y	•	· · · · · ·
3 if (2) Pieck Denota Management Impany			-					
Experience requirement met	Y	7	7	Y	Y	Y	Y	Y
Jie (1) Authorized Print pal Representative per a dial	9			"		7		
and the ellifed was ment;	7	7	*	Y	٧.	Ψ	Υ.	۲
4.5. Name of Pr. p. sed Gevelopment provised	Y	7	r	Y	Y	Y	Ť	Y
4 b (1) Covel preent Category selected	Ÿ	-	1.00	Y	Y	1 4	Y	Y
4 b (2) Development Europery Qualitying Conditions			Y		6728		322	
mel		Y	3	γ	Y	Y	7	Y
is Development Type provided, and breakdown of					·		0.200	1
number of units a socialist with early (tevel project)	7	61	*	۲	Y	Y	· Y	¥
Type. If apc- rable					10			
5 a County Identified	'n	l l	Y	Y	Y	Y	Y	Y

	2021-2215	2021-22285	1011-11185	2021-22#5	3031-3522	2021-2765	2021-2275	2021-2285N
Development Name	Eurlier Manor II	SI. Peter Claver Place Phase I	Casa San Juan Diego	Westover Senior Housing	Island Cove Aparlments	Hillicresi Reserve	Villas at Academy Place	Meadlawbrook Senior
5.b. Address of Development Site provided	Y	. 4	Y	7	- ,	1	ν .	γ
Se Question whether a Scattered Stes	¥	Y	Υ.			1/4		
Development angwereit	*	1	۲	, ,	•	7	۲	y
5 ddf] Demlopment Intation Point consided	N .	Y.	Y	Y	'n	¥	Y	· ·
5 d (2) lataude and tongitude Cooldinates for any	×	Y	ę	7			1	
Scattered Scot provided, il appli pilla	2.50	T.	,	1 1	Υ.	1	۲	Y
5.e (2) Rimmunt Transit Score met (If applicable)	Y	3'	Y	7	4	γ	7	¥
Sie Bdusingim Total Proporatly Score met	i'	Y	¥.	7		γ	Y	7 Y
5.1 Mandati ry Distantu Regoverneni niel	n n	Y	4	7	Υ "	1	7	Ÿ
5 g. Littillæð Dáválapment Área (LÚA) conditions met, íf acmissable	Y	Y	1	7	,	Y	۲	7
6 a Total Number of Units provided and within kinds	τ	Y	Y	Y	Y	Y	· ·	¥
5 h Murcher of new construction walls and				 			-	
schabätal in bit ti pipoiled	a'	Y	۲'	7	Y	*	Y	Ÿ
Sie Oktopanty stelor of any exist ig units provided			170					
if Echabilitation	1	۲	4	γ.	· ·	7	Y	Y.
6 d (1) Maximin Set Arkin elect proyected	Y Y	Y	Υ -	7	 ,	1		
6 d (2) Total Set Atide Breakdow (hart property	100	- -	-	 		· · · · · ·	X	· · ·
completed	Υ	Y	4	7	Y	7	. «	Y
6 e. Un timis provided and meet i regionements	У.	Y	ν	Y	Y	····		
61 Number of residential bodd on provided and			78.0		-	1		re
meets requirements	Υ	Y	۲	P.1	*	7	¥.	Ÿ
La. Evidenta of Sta Contr. provided	- y	7	Y	Y	γ.	1	7	 -
7 b (1) App op: 4te Zoning demonstrated		n i	- 4	7	· · · · · ·	 	-:	
7 5 (2) Availability of Water demonstrated	r	-	7	' -	· Y	· · ·	' -	
7.0 (3) Availability of Sower Sementingted	· Y		· · ·	Y	'	,	7	- Y
B. B. Green Building Certification or minimum						· · · · · · · · · · · · · · · · · · ·		
Addition-al Green Building Features solocied এর acylicatele	ř	¥	Υ.	٧	Y	Y	т	Y
ि Milhimum number of Resident Programs selected	ř	v	1	γ	Y	7	т	Y
10 a [1] Applitam's 56% Futiding Request Amigunt provided	7	•	r	Y	Y	T	,	¥
10 x (1) Eligible SAIL Request Amount (Acets								
Minimum Request Attopunt Migmi-Carbe County Only)	Y	Ϋ́	v	Y	4	1	Y	8
10 a (2) Applicant's Non Compositive HE Respect Amount provided	Y	T	v	Y	Υ.	7	i,	v
ID a [3] Applicant's MMRB Request Amount (d			-	 	120			
Corporation issued Bonds or Book Request Ameunt								
and Dibet Required information (if Kon Corporation issued Bonds) provided	Y	T.	r	Y	Y	7	ř	٧.

REA 2020-205 Spying Sheels

	2021-2255	2031-22785	2023-223m5	2021-2245	2021-2255	1021-2265	2021-2275	2021-2285N
Development Hame	Cutter Manor II	31: Peter Cloves Place Phase I	Casa San Juan Diégo	Wastquar Senior Housing	त्रांजाते Cave Apariments	Hillçieu Reserve	VIIIas at Academy Pface	Aleadowbrook Senior
IP's Covelapment Cost Pro forma provided (listing expenses or ours) and Construction (Rehist-Applica), and Permanent analysis (listing sources) — Secrices must expel to accreding	j	Y	۲	7	v	· ·	ÿ	Y
Total Pereloporent Cost Per Unit Conitation met Bectson five, A.1.)	y	Y	Υ	1	Y	Υ	Ÿ	- · · · · · · · · · · · · · · · · · · ·
Verdicatem that the Applicant has not closed on the Tax-Exempt Band Changing prior to the Application Dendline (Section One, C.)	7	Y	Y	7	ř	Y	Y	٧
Verdzalish of no prior acceptionce to an ômitation to enter credit underwoiting for the same Development In a previous REA (Societis Film, A.)	γ.	v	γ	ř	×	Ÿ.	Ĭ.	¥
Ventication of no recent desobligations (Section Five, 4.1.)	ÿ	v	Y	ř	¥	Y	¥	Y
Fedancial Arreats Met Section Five, A.1	í	Ý	Y	N	Υ	1 ,	i v	 ,
All (Lighthly Requirements Met?	Y	Ţ "	r	N	۲ ,-	Y	Y	N
Tle-Breakerr								
10 d. Par Unit Constituções funding Preferençe, d. applicable (Section Flor, B.4.b.)	γ	Y	1	¥	7	1	4	Y
S.e. Proversity Funding Preference	Y	7	7		7	7	, ·	
5.a. Gracery State Entelling Preference	Y	. 7			4	1 1	Ϋ́	,
5 n. Contimue by Service Preference	Y	7	Ÿ	7	¥	· ·	· ·	N
Konska Job Exception Preference (Section Five, B.4 of)	Y	r	•	Y	Y	,	¥	v
lettery Rumber (Section Figs. (6.8 e.)	6	51	59	77	<i>)</i>	45	71	7.1

27-282	2021-5572	2021-22285	2021-22385	2021-2245	2021-2255	2021-2265	3031-2375	2023-228574
Development Name	Corter Associati	St. Peter Claver Prace Phase I	Casa San Juan Diego	Westower Senior Housing	Island Cove Apartments	Hill(res) Réserve	Villas at Academy Plaça	Meadlowbrook Senior
Velerans Preference							L1	
2 h - tl committing to the 4 lisely Demographol Commitment, does the Application quality for the Veterann Preference?	н	ţs	н	Y	Н	N	ч	·· -
Self-Sourced Applications	8.0 0.00						1	
3 a (1)(b) Applicant stated that II was a Self Sourced Application	N	Ħ	ห	н	N	N	rr	FJ.
2 ক Demographic Commitmees of Facility জন্ম ক্লোকেট	н	н	N	rı .	N	N	M	PI
4 b. Development Category of New Edestruction was refected.	и	и	Pa .	н	N	,,	N	- N
§ g. Development is not un (ITA Gevelopment	N	н	N	N	Ŋ	ы	- 1	N
fild: At least 5% of the foliation its were set aside below 50% AMs	н	н	N	и	N	, K	N	N
00 b (2)(s) the Solf Sourced Environing Commitment Verification Form (Rev. 11, 19) was provided and executed by Natural Purson Proxingl of the AppOcent Stated on the Principal Oxidiation Form	ĸ	94	М	н	Ŋ	N	N	14
10.5 [2]) Verdication that the Americal of soll accuracy fizariting continued from the Principal stated on the Solf Source's financing Commitment Verification Form was the greater of at least half of the eligible Solf resourch amount or \$1 million.	k	и	(a	N	N	N	N	м
d all of the above requirements are met, the Applica Sourced Applicant	N	N	N	PJ.	n.	r.	N N	N

	2021-72905	2021-23085N	ZOZ1-23185N	7021-23285	2021-2338SN	2021 2345	2021 235BSM	2021 2365
Osvelopmeni Name	Preserve	Çaluşa Polniye	Waterview Preserve	Residences at 5040 Parg	Vista Breese	Residences at Ope- Locks	Hermosa Fort	Magnolla Family II
Politti awarded				1	-	1		1
Bookmarking Attachments piece to submission [Section Three, 4,2 b.1 [Septimis]	5	5.	5	5	1			
J. b.[3][b] Developer Expresence Withdrawal Distribution [Supplies]	5	5	5	5				-
3 h Bilet 67ER20-1 Disoceptive (5 points)	5	5	5	5				<u> </u>
Colff Substances of Principal Distinguise Form (Latinathor (4) stamped "Asymptod" at least \$4. Chemian Ovys prior to the Application Deadline — (b) stamped "Received" by the Cosporation at least \$4. Calendar Coys prior to the Application Deadline (ACO stamped "Anniaved" prior to the Application Coesdine.	5	5	5	s				2
				_			·-	-
11 tural Government Exhibition (Up to 5 paints	5	5	5	5				
Total Points (maximum of 25 poin	25	25	25	25	75	25	25	25
Eligibility Requirements		, , , , , , , , , , , , , , , , , , , ,		1200 TANDE				15.000 10.000
Submission Requirements that (section library & 3	Y		Y	y	T.	,	7	7
Esecuted Applicant Certification and Kürczeńscigement form submitted	Y	۲	Y	۲	Ť	Y	Y	
2.a. Demographic Commitment selected	¥	Y	- 4	7	Y	,		, , , , , , , , , , , , , , , , , , ,
3.a () Name of Applicant provided	N.	8	γ	7	Y	,		,
3 a Q Evidence Applicant is a legally formed smitty counded	Y	۲	Y	7	,	1		,
3.25(1) Name of Each Developer provided	Y	N'	Y	7	Υ Υ	,		
3 is (2) (withoute that each Developer entity is a regular formed onsity provided	v	۲	Y	7	7	Y	r	Ÿ
3.0.(3)(a) Doveloper (apringing Registrement met	Y	N'	γ —	7) h	- Y	 ,	ì
Te III Principals lise Applicant and Developaris) Gisclasure Form provided and meets requirements	Y	١,	٧	7	Ŷ	v	Y Y	Ÿ
1 d (t) Atmagement Company information provided	Ÿ	۲	¥	7	y.	Υ.	r	Y
3 di(2) Prior General Management Company (aperience requirement med	4	N N	Y	Y	T	Y	7	y ·
Te (1) Authorized Principal Representative proceded and overly legalisments	Y	٧.	Y	¥	7	Υ	Ÿ	,
4.4. Hame of Proposed Development provided	ν	٧	٧.	, -	Y			
J to [12 Development Calegory selected	X	7	γ	Ÿ	1	, -	- Y	Y
4 b.(2) Devolopment Calegray Qualifying Conditions met	Y	Y.	Y	V	v	Y	7	· ·
is Development type provided, and breaking one of sumber of unity alpostated with each flevelopment Type. If applicable	*	٧.	Y	Ť	7	Y	Ÿ	Y
S.a. County Identified		7	٧.	Y Y	Ÿ		124	1 .

<u>.</u>	7021 22345	2021-210USN	S031-531B5N	2021-232B\$	2021-211836	2021-254S	2021-23585N	2021-2365
Development Hame	Misty Creek Preserve	Çaluşa Polnuş	Waterview Preserve	Residentes at SoMi Parc	Vista Breetg	Residences at Ope	Hermosa Fort Myera sa Evans	Magnolia Family I
5 b. Arthress of Development Site provided	1.	1	8	,	r	Y	Y	r
5.s. Question whether a Scattered Stree Development answered	,	×	۲	r	Υ	Y	۲	Y
5 d (3) Development Constion Forni provided	· Y	4	Y.	Y	¥	Í Y	γ	Y
5.d.[2] Catifude and Longitude Eresidenties for any Scattered Sites provided, if applicable	v.	Y	Y	*	Ť	γ	Y	Y
5.e (2) %:remum fransit Score met (if applicable)	Y	Υ	Υ.	r	Y	У	Y	Υ'
S.E. At remum Total Proposity Water Inch	v.	Y .	-	7	4	i v	Y	Y
5.1 Manuatury Distance Regularment met	r	Y	Y	T	۲.	· · · · · · · · · · · · · · · · · · ·	Y	†
Sig. Conted Development Avea (LSA) conditions met, il applicable.	Y	y	¥		4	Y	Y	,
6 # Fotal Number of Urets provided and within lentis	Y	y	7	¥	Υ	7.	Y	٧.
Bib. Rumbar of new computation on the and rehabilitation units provided	3"	۲	Y	٧	٧.	,	Y	Y
Gr. Occupancy status of any existing units provided, If Rehabilitation	3	¥	Y	٠, -	۲	7	7	Y
fi il [3] Minimum Set-Apple election cervided	Y	Y	7	Y	· ¥	7	7	7
6 d (२) Total Set Aside Preakdown Chart property regipleted	3	Y	r	۲	· ·	Y	Y	Y
file. Unit mis provided and meets requirements	7	7	7	Y	γ γ	Y	Ϋ́	7
G (- 19umber of residential buildings provided and utdats requirements	٧	r	7	Y	· P	r	*	Y
7.4 Evilence of Sile Control provided	Y	Y	'n	Y	Υ Υ	Υ	Y	7
2.b (1) Approcenate Jenning demonstrated	7	7	7	Y	Y	Ÿ	9	7
7.b (2) Availability of Water demonstrated	Y	7	7	Y	7	r	7	7
7.6 (3) Availability of Sewer Gerngristrated	Y	7	Y	Y	7	1	Y	,
R if Green Budding Cestification or missimum Additional Green Building Festures selected, as applicable	¥	(g)	ŗ	Y	٠	4		ř
9 Minimum number of Resident Programs Westers	Y	Y		۲	Y	7	T	*
10 x (1) Applicant's SAIL Funding Request Amount consided	Y	P	r	Y	Y	Y	'n	7
10 a (1) Flighthe SAS, Request Ambount Myeth Minimum Request Amount (Miami Gade Counsy Only)	r	Y	1	٧	7	Y	۲	Y
10 a (2) Applicato's Ren-Competitive HC Request Amount provided	r	Y	•	Y	Y	Y	¥	¥
104 (\$) Applicant's MIABB Briggest Amount (if Corporation (glood Bookly) or Brood Region) Amount and Other Required Information (if Bon Corporation- isseed Bookly provided)	,	1	4	Y	Y	Y	٦	¥

REA 2020-205 Schring Sheels

<u> </u>	2021-22985	3052-33082H	2021-23185N	2021-23285	2021-23385N	1021-2345	2021-23585N	2021-2365
Elezefopmont flame	Mility Creek Preserve	Calusa Pourse	Waterview Přetervé	Majidences an Solal Parc	Vista Breeze	Residences at Opa- Locks	Hermous Fort Myers at Evans	Magnolas Family 0
10 c. Osvelopment Cost Pro Forma provided thereg expenses or Dens And Construction/Rehab analysis and Permanent analysis (listing sources) – Sources must equal or accordance	Y	Y	,	,	Ψ.	Y	Υ	Y
Total Development Cost Per Unit Lemistron met (Section Five, A.1.)	y	7	1	۲	Y	Y	7	y
Verification than the Applicant has eet closed on the Life Exercisi Bond bracking prior to the Application Deadline (Section Des. C.)	Y	γ	r	۲	Y	Y	Y	۲
Verification of the peter at epitomic to knowlet onto enter credit underwriting for the same Developmuna In a previous REA (Section Five, A.1.)	y	7	r	7	¥	Y	Y	Y
Venification of no recent de-obligations (Section Five, 0.3.)	¥.	r	Y	· e	Y	Y	γ	Y
Finantial Arreats Kiet (Section Five, A.1.)	Y	7 1	r	•	Y	Y Y	Ý	,
AS (Eighbling Requirements Met?	Υ	7 i	۲	Y	r	1 7	Y	, ,
Tie Breakers	0.00.0001	\$76-06			·		_	1
10.0 Per Unit Codstruction Endling Preference, of applicable Bection Five, B.4.b.]	7	7	r	¥	۲	Y	Ÿ.	Y
Sie. Protomity Euresing Preference	Y	Y 1	7	Y	Y	} 	 ,	
5.e. Grotory State Funding Preference	i	7	7	7	Y	7	Ý	· ·
5 a. Colombia ty Service Preference	۲	, y ;	ř			1 77	Y	Y
Hiorida Job Escation Professors (Socialism From B.4 d.)	Y	γ	7	1	Y	Y	Y	Y
Latters Number (Spraint Five, B.d.e.)	2.2	5 5	Ę4	35	" A?	- 53	29	77

	2011-229B\$	7021-73085H	2021-231BS/4	2021-23285	7021-2938SN	2021-2345	2021-20385N	2021 2365
Development Name	Mhip Creek Preserve	Cakura Polinje	Watensew Preserve	Residences at SaMi Parç	Vista Broese	Residences at Opa Locks	Hermosa Fort Myers at Evens	Марпока Раграў і
Veterant Preference			 -			da		
2 bill committing to the Estery Descriptors (commitment, does the Replication quality for the Voterans Preference?	и	н	¥	м	N	N	Υ	ü
Self-Sourced Applications		*		NATIONAL AND A				1
3 a [1][h) Applicant stated that it was a Self Sourced inplication	н	N	и	Y	n	N	ы	ы
2.a Secretary applies Committee of a Sillamily was selected	N	fr	н	γ	Α	N	N	.,
4.b. Development Calegory of New Construction was selected	и	ts.	fiz.	· ·	ři.	ři .	Ñ	N
5 g. Gevelopment is not an LDA Development	ře.	N	91	ı,	75	N	ы	61
6 d. 41 least 5% of the total terms were set asole below 50%, ARN	В	Js.	N	r	И	н	N	Ŋ
10 b (21b) The Self-Searce of Grance of Commitment Verification Form (Rev. 15-19) was previded and energied by Natural Person Principal of the Applicant stated on the Principal Disclosure Form	и	h	И	r	И	N	Ŋ	н
10 h [2]].) Verilliarean that the Amboust of Self- sourced Ginearing committed from the Pirocipal stated to this Self-Sourced Truncking Commitment Verification form was the greater of at least half of the Highle SAIL Legions since of the 31 million.	В	Je .	₽¥	Υ	76	, N	ÞI	Ŋ
of all of the above requirements are met, the Applica Sourced Applicant	н	Ps.	N	Y	N	N	N	N

	2021-23765M	2021-23885N	2011-23985N	2021-24005N	2021-24185	1021-14165	2021-24385	2021-24485
Gévélopment Name	River Trail Apiriments	Culmay Aparlments III	Cu≜mer Apartments (I	Quali Roosi Transij Village (V	htymwood 2). Apiniments	Arīhur Mays Senior Residences	Uberty Agraighance	Princeton Oronwego
Folnis awarded								
Bookmarking Attachments prior to submission (Section Mises, A.7.6.) (5 possis)	5	5	5					5
3 6 (3)(0) Goveloper Experience Wilhdrawal Oisloceause (5 porms)	5	5	5	5				_
3 to (3Kt) 67EB20-1 Coardination (5 points)	3	5	5	3 "		—		5
Dic (2) Submission of Principal Disclosure from that in Albert (4) stamped Principal Alinaza 14 Calendar Days product the Application Designer or the Application Designer of (4) Stamped Received to the Corporation at Mass 14 Calendar Days plant to the Application Designer ARO stamped Papricipal or the Application Designer of Papricipal Organization Designer.	5	5	5	.5				
IT Local Constitution (sectority to a Constitution of the Specials)		5			ro.			
Total Polms (maximum of 25 point		300				ļ	_	
Eligibility Requirements	73	25	25	25	- 23	25	25	25
Substitution Regularments met (section libree, A.)	×			1 .				
		۲	7	١	Ý	7		7
L. Executed Applicant Certification and Acknowledgement form inhibition	Y	γ	,	ď	Υ		ř	r
2.a. Estinographic Commitment referred	v	۲.	7	γ	7	7		Y
3 a [3] Name of Applicant provided	Y	γ	7	7	Y		7	Y
To (2) Endersic Applicant is a legibly lottical entity provided	V	γ	'n	Y	۲			1
3 b (1) Name of Early Developer provided	٧.	Y	Y	1*	Y			- 7
3 b (2) Evidence that each Dowlopes entity is n legally formed entity provided	Y	γ	Y	۲	Y	7	7.	y
3 b (3)Cel Developer Experience Requiremorn (ive)	Y	Ÿ	7	Υ.	N	у у	 ,	1
3 c.(1) Principals for Applicans and Deceloper(s) Disubstate Form provided and meets requirements	Y	۲	7	i	۲	7	¥	Y
3 d (I) Manageinum Company information provided	v.	Ÿ	Y	Y	۲	γ	ř	ŗ
3 d (2) Poist General Management Company Experience regulied induines	٧	Ÿ	٧	٧.	Y	¥	·	,
Tir (३) Assissed en Principal Representative prosided and meets requirements	۲	Y	ī	٧	v	, ,	Y	,
4 a. Rame of Proposed Development provided		٧	· ·	V V	7	y	7	Y
8 b (1) Development (Alegory selected	Y	i i	7	7	 ;	Ÿ	7	Ý
d b (2) Development Category Qualifying Coedin and met	Y	Y	7	Y	٧.	,	7	
4 c. Osvolojiment Type provided, and beakdown of eximber of units associated with each Dovolopment Type, it applicable	Y	1	Y	۲.	Y	۲	Ÿ	Y
S. a. Casonty Electrical	۲	Y Y	7	Y	- Y	Y	, ,	Y

	2021-23785N	2071-23865W	2021-23985N	2021-240B514	2021-20185	2021-24285	2021-24385	2021-24485
Development Marrie	River Trail Apartments	Culmer Apartments III	Culmer Apartmenta ()	िक्कि में About Transa Village IV	Virginwood 21 Apartments	Arthur Mays Sénior Réaldences	Liberty Renalisance	Princeton Craisings
5.b. Address of Development Site provided	Y	Υ	Y	N	Y	γ	N'	Tri Tri
5 & Question whether a Scattered Sites Cevelopment answered	Y	۲	۲	i	Ý	•	Ÿ	Y
3 d. (t) Revolutional Location Point provided	Y	Y	'n	Y -	Y	7	Ÿ	7
도리 (2) twittude and Longdude Coordinates for any Stattered Stes Stovides, d applicable	¥	۲	Y	7	Y	7	Ÿ	٧
S.e. (2) Minimum Transili Score met lif applicable)	Y Y	۲	'n	,	Y	7	Ÿ	,
Sig Minimum Total Psoulmidy Score met	γ	1,1	4	7	· · · · · ·	· ·	· Y	Y
S.I. Mandatory Distance Regularishes that	i'	Υ	Y	7	γ -	Y	7	Ÿ
Signification of the control of the second s	۲	۲	*	•	Y	7	Υ	٧
Ga. Fosal Number of Units provided and $get (\mathbb{R}^n)$	¥	Y	Y	*	Y	y	٧	Y
6 h. Numšer oš new construction units and rehabitration uplis promited		۲	Y	7	Y	Y	Ÿ	N.
6 c. Occupancy status of any existing units provided, if Rehabilitation	853 2000	٧.	Y	7	Ÿ	y	۲	۲
fi d D M-Netrum Sch-Aussa alegtion presided	,	7	ï	Y	Y	Y	Y Y	1
5 d (2) folul Se (-hade Breakdown Chart properly		4	, ,	7	ÿ	7		¥
committed 6 e. Ur: 1 mis provided and theety requirements		٧						
61 Number of recidents) buildings provided and	-	*	Y	Y	Υ	Y	8	,
тееть келинетелть		۲	Ÿ	1	7	7	Ÿ	y
7.a. Evidence of Site Control provided		۲	Ÿ	۲	Υ	۲	Y .	7
7.b.(D.Appropriate Zoning demonstrated	- Y	8	7		P.	y	Ÿ	Y
7 h D1 femilib-life of Water demonstrated	٧'	٧.	٧	. 7	γ	7	, Y	N .
7.b.[3 Availab IIIIg of Solver doin moraled	Y	۲	'	۲	Y	_ '	Υ	Y
Sid. Green Building Cernife at on in immengra Julidnione? Freen Building Feabures (1/4/cced), as 20pt/cable	Ť	Y	ř	Y	Y	,	Y	*
9. Microum number of Resident Programs selected	Ý	٧.	,	Y	Ÿ	Y	۲	۲
1≱{1} Applitant's SAT Handing Request Amount provided	Υ	γ	٧	Y	Y	7	Y	Y
1 - a { } Chipible SAIL Request Amount Muuss Minimum Request Alin - oo } [M-qm]-Cade County Only)	Y	۲	*	,	Y	,	r	Y
1 a {2} Appòrant's Ron Competitive HC Request 6 ortiprovided	Y	۲	Ÿ	٧	ř	,	Ÿ	Y
1. 3. 3) Applican's MMRR Request Amount (if 100 attornment Bonds) or Bond Request Amount 3. digitals Required Information (if Rom Corporation 3. digitals Regulated Information)	Y	Y	٧	Y	Y	Y	Ÿ	۲

	1021-23785N	2021-233-85N	2021-239B\$/4	3021-24005N	7071-24185	2021-24285	2021-24385	2011-20405
Dezelopment Nama	Bwer Traff Apartmenia	-Culenge Apartments PI	Çulmei Aparlments II	Quall Repost Transit Village IV	Wynwood 21 Apartments	Arthur Mays Senior Residences	Uberty Renaksance	Princeton Crossings
(Ulic Ceveta - eni Cost éta forma pi li ded (listing execusor or li segi und Contribution) - chah analysis und Permanent analysis (listing sour es) - Sources must agostion paceed mass		r	۲.	Y	,	Y	1	ÿ
fatal Gevelopment Cost Per Unit (imitation me) Section Five, A.1	Ŧ	r	У	¥	r	γ	۲	,
VerAkation (hat Die Applicant has ont closed austin las Esempl⊝ood Faantrog prior to lite Application Daadling (Seitt in One, C.)	γ	r	ķ	,	,	7	1	y
Peldicalado i fino publi acceptation to an importation to interpredition derividing for the same Development Il a premouve i Al (Soction Cover A.L.)	γ	7	٧	*	¥	Y	1	Y
Princation of locatent devoltgation (Section Five	ř	r	Y	Υ	¥	Y	Y	r
Inancel Arter's Met (Section True, A. L.)	7		7	7	т	 	Y	7
M EllyΦliky Requirements Met?	Y	Y	Ÿ	Y	N	У	Y	1
Ne-Breakers Did: Firs Unit Consists tight Forning 1. (1/) g	-							
speciable (Sect in five, 8.4.6.)	Y	Y	4	7		y	۲	Y
B Proceeding Funding Freference	γ	γ	۲	Y	4	7	٠,	···
is - Gretary Stero Foliding Politeian a	γ	7	7	7	Y	7	Ψ	7
n - Community Secure Preference	•	y.	۲'	Y	7	· '	4	7
lorida Job Creation Prelimenta (Section Flor B.4 d.)	γ	y	Y	y	v	,	- 14 - 1	Y
Attery from ber (Sept son Trye, () 0 e.)	80	L)	50	24	47	46	65	38

	2021-23JB5N	2031-218654	2021-239856	2021-240BSA	7021-74115	2021-24285	2011-243BS	2021-24465
Devolupment Kame	Phor Trall Aportments	Culmer Apariments (III	Culmor Apáriments II	Quall Roost Transat Villago IV	Wyrмооd 2.1 Аржітемн	Arthur Mays Serifor Residences	Uberry Renalisance	Princeton Crossings
Veterans Preference				1				
2 b. El committing to the lifestly Demographic Commitment, does the Sophishion quality for the Voterans Purselence?	7	۲	Ħ	N	N	,	Y	М
Self-Sourced Applications		·		1				-
3 x (1](h) App≥cami stated that it was a falf Sourced App>cameri	и	к	te.	N	N	M	N	Y
2 a Domographic Commitment of Comity was referred.	и	н	I.f	N	н	N	ř4	Y
1 b. Deselopment Calagory of Now Construction was selected.	N	N	н	N	и	M	14	V.
5 g. Development is not an IDA Sevelopmens	и	н	ře .	1 11	N	74	N	
5 B. At least 5% of the combiness were yet upde below 50% at/at	. н	N	N	N	и	и	14	· v
10.6 [2][c) the Self-Sourced Financing Commitisent Varilitation Point (Rev. 10.49) was provided and executed by Natural Person Principal of the Applicant stated on the Principal Obclosuse Form	и	н	И	N	N	74	T4	¥
ID b [2]() Verification that the Amount of self- usurs of finacting committed from the Principal tabled on the Self-Suprised Towars ing Commitment Serification Form was the greater of at linest half of the shellle SAIL regings prograf as \$2 mpton.	и	и	и	N	И	N	74	y
fall of the above requirements are mot, the Applica Sourced Applicaci	H	h	N	N	N.	N N	N	4

	2021-24585	2021-Z46BS	2021-24785N	7021-24885	7021-24985	2021-7505	2021-25185	2023-2525N
Development Name	Stadium Towners	Çadqnşa at Hacienda takes	Ovail Rabst Transli Vallage V	Cordova Ettates	Vista at Coconet Palm	Magnolla Sentor	The Willows	Fulham Ferrace
Polais seurded		M.4			-			'
Bookmarking Attachments pilos tersabmisslen (Section Three, A.2 b.) (5 pp. nr.)	,	5	5			3	5	2
3 h [3][b] Developer Emerience Withdrawa Dancentric [5 points]	5	5.	5	5		3	5	
3.6 [3][c] 67EB2O 1 D Moracing (5 g- mh)	5	5	5.	;		5	5	1
3x.[2] Submission of Principal Disc. Fore Torm That is either [a]; stamped "Approved" as least 14 Calendar Oxy Into the title Application (Deadline, or [b]) stamped "Received" by the Eorporation as fassi 14 Calendar Days puts the title Application of the Application of the Application (Deadline Arthstamped "Approved" prior to the Application Deadline	5	5	5	s		, .		
11 GROB (invertinhen) (gehörbut (ge 1655)	5	5					_	
Potal Points Imaximum of 25 point	25	25	25	25	25	25	25	25
Digiblity Requirements	100 to - 100 to -	12 12 1000	0.000	t e			****	
Salithistich Berguliements met (sertion Three, 4.)	y	Y	7	9	7	т [Y	7
1. Creatived Applicant Certification and Advanced Systematic forth substituted	У	r	Ÿ	r	7	ï	Y	v
7.4: District Commitment selected	Y	Y	9	1	Υ.	τ ''''	Y	7
3 a (1) Marne of Applicant pr. vided		Y	Y	Y	Y	7	7	4
5 a (2) Evidence Applicant is a legally lighted entity provided	Y	y	Y	,	Y	٧	¥	7
3.6 D) Name of Cach Developer pr. ded	Y Y	Y	Y Y	1	Y	N 14	7	,
3.b (7) Eudon it that back Dove oper entity is a legally formed entity ps inded				Y	Ť	4	Y	Y
3.6 (3)(a) Developer Excesserve Recollement met				¥	Y	Υ .	7	4
3x [3] Principals for AppScastrated Desail (pe:(5) Pnolessive Form priivided and meet proguiteetenos	r	γ	r	r	۲	,	¥	· ·
bab v oper objection years an emergended [4].b.E	1100	'n	7	r	4	•	,	Y
3 d (2) Prior - eneral Management Company Expertishes teglerantspot met	Y	ir i	y	٠	Y	¥	Y	Y
3 A-[1] Zuithox Jed Pr. pal Representative pr. vided and media regulirements	Y		r	r	Y	v	γ.	Y
4.a. Name of FY - posed Devel- propert property	Y	7	y	· ·		÷	77	*
4 h [2] Devel - pment Category - elected		· ·	·		¥	1	Y	
à b (2) Development Categiny Disablying Conditions nist	Y	r'		Υ.	Y	¥	y	4
Air Daveltonnert Type principled, and breakdown of number of units associated with each Daveltonment Type: It app. 4 ble	Y.		,	٠	×	Υ .	Y	Υ
5.a. County afent Sied	7		7	Y	7	, -	Y	-

	7D21-245B5	2021-24605	2021-247 6 5N	2021-24885	2021-24985	2021-2505	2021-251BS	2021-252514
Development Name	Stedlen Towers	Cadenta at Hatianda Lakes	Quali Renst Transit Willage V	Cordona Estates	Vista at Coconus Palm	Magnoba Servior	The Willows	Fulham Terrace
5 b. Address of Cerolog-mora San provided	r	7 47	۲	- Y	۲	ï	Y	7
5 c. Quasten whether a Scattered Sites Development answered	Y	,	۲	7	7.	1	۲	Y
5 d (1) Devekonment Location Positi provided	i i	r	Ŷ	i y	т у	7	Y	1 3
5 d (2) Cashide and Emignide Cossiderates for any Scattered Siles provided, if applicable	Y	î,	4.	,	T.	,	Y	7
5 e 121 Minimum Transill Scale கைப்(பி applicates)	ν		۲	Y	'n		Y	۲.
5 n. Minimum Tatal Proximate Score met		Ŷ.	7	· ·	:	· ·	ķ	Y
5 f. Mandatory Distance Reputement met	Y	ľ	, v	7	· ·	'	'	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
5 g. Umsted Developmani Alea (IDA) conditions mes, il applicable	Y	¥	T.	Y	· ·	Y	Ť	Υ
6.5. Total Number of Units proceeded and wijkinstimats	٧	¥	Y	7	Y	Y	Y	y
GB Romber of new construction units and rehabilitation units provided	Y	١,٠	¥	Ÿ.	۲	٧	¥	Y
6 c. Company status of any existing units provided. If Rehabilitation	Y	۲	Y	r'	·	γ	Y	,
6 d CL Minimum Set Aside election provided	٧'	Y T	7	,	Y	Υ	Y	Y
6 d (2) Total San Assie Bleakdgam (ber) properly completed	Y	۲	۶	7	Y	Ÿ	Ÿ	¥
Ge. Unit mit peconded and meets reguliements	٧	١	Y	Y	4		Y	Y
64. Number of residential buildings provided and meets requirements.	Y	٧	7	7	Y	Y	7	γ
La. Expense of 9te Control provided	N.	Y	,	7	4"	,	Y	7
7 b.(1) Appropriate Zolling digraphstrated	Y	Y	У	7	Υ	۲ ا	7)
7.5 (2) Availability of Water deministrated	γ	· ·		7 "	1	T Y	7	, , , , , , , , , , , , , , , , , , ,
2 b (3) Availab litty of Sewer dem instrared	Y	۲	7	· ·	Υ	¥	- -	Ÿ
8 di Green Bullding i erification or illinamium Alilptional Green Duilding Features relected las poolsable	Ÿ	۲	7	т	۲	Y	Y	,
9 Minuteum Burdeur of Resident Programs selected	Y	Y	٧	r	Y	Y	Y	,
10 a (1) App. cont's SAIL Funding Request America Globulad	Y	Y	Y		Y	Y	Ý	Ÿ
30 a (1) Eligái e SAIL Request Amount Meets Mararaom Request Amount (Morni-Dada County Only)	7	Y	,	4	٧	¥	ř	7
39 4 (2) Applicant's Ron - empetitive to: Request Amount provided	γ	T	Y	•	٧.	Ÿ	ř	Ÿ
101 x (3) Applicant's MMSB Request Amount (if Corporation invertible of Band Request Amount and Other Required Information (if Mgs. Corporation intend Bonds provides	Y	V	¥	1	٧	Ÿ	r	Y

	2021-24585	2021-248BS	2021-247BSN	2021-248BS	2021-24985	2021-2503	2021-251BS	2021-25250
Development Name	Stadium Towers	Cadenza at Hacienda Lakes	Quad Roast Transit Village V	Cardova Estates	Visia at Coconor Palm	Magnolia Senior	The Watawa	Грапана Тегтасе
10 c. Development (lost Pro Forma papelided (listing experiees on uses) and Ecostituction/Rehab analysis and Posting sources} - Sources must equal to exceed uses.	ý	Y	,	Y	Y	Y	۲	Y
Rola? Development East Pur Urst his nation isset Seption Fire, A.1.1	٧.	r		y	'n	7	Y	Y
Verification that the Applicant has not closed on the TaseExempt Bond Indector prior to the Application Beadfine (Section One. C.)	5	¥	•	۲	Y	Y.	١	Y
Verification of no prior acceptance to an invitation of other credit inderection for the same Development 다 a previous 전체 (Section Fha, A.J.)	y	r	۲	Y	Y	Υ	Y	Y
Verification of the respect on-obligations [Section Fixe, $A(\mu)$]	Y	7	۲	7	Υ	'n	Y	У
Financial Arreais Mos (Section Five, A. I.)	Ÿ	Y	Y	7	Y	7	Ÿ	r
All Eligibibly Requirements Mar?	Ť	Y	T	Y	Y	т	Υ	Y
Tin-Breakerr								
10 d. Per Unit Construction Funding Preference, II applicable (Section Fine, B.4 b.)	Y	۲	1	7	¥	•	Y	7
5 e. Prompiny funding Preference	Y	Y	7	i ,	1	Y	7	7
S.e. Grocery Store Funding Prefurorem	7	γ	Ý	7		7	Y	,
5.C. Commonsy Shreet Pielhretice	Y	Y	1	γ	ы	,	Y	7
Florida Job Creation Preference (Sersion Five, 8.4 d)	γ	P	4	Y	Υ	Υ.	¥	Y
Loitery Number Section Fire , B.4 +	67	21	41	63	65	30	ιώ	15

	2D21-Z45B5	2021-14685	2021-24785AV	2021-248BS	2021-24905	7021-7505	2021-25185	2021-2525N
Development Name	Stadlers Towers	Cadenta at Haclenda Cakes	Quali Roost Transit Village V	Cordova Estates	Visia at Cotonut Palm	Magnolia Sentor	The Willows	Full tim Terrace
Véterans Preference		Terral				·		<u> </u>
b If commenting to five Elderly Demographic commitment, does the Application quality for the retorons Prafarance?	и	γ	۲	N	T+	4	γ.	4
elf-Sourced Applications	90 C	NOTE TO A SECULIAR SECU		***				· · · · · · · · · · · · · · · · · · ·
3 × 11)(b) Applicant divided that diwas a Self-Sourced Coplication	Y	H	н	ř4	γ	h	×	ы
2 a Demographic Contolliment of Camily was selected	Y	ěi.	Ŋ	М	Y	h .	ы	ř.
b. Development Easegory of Now Eessustantin was released	Y	N	и	М	Y	N	N	, n
g Development is not an IDA Development	Y	21	14	ři.	-	N	21	N
od. At least 5% of the Iolal urses were set aware relew 50% AMI	Y	H	N	и	Y	N	N	L)
10 b (2)() The Self-Sourced Financing Commitment Zeofkalton form (Rev. 1), 10) was principal and executed by National Person Principal of the Applicans Canadian (the Principal Onclosure Form	Ÿ	N	řs.	н	¥	N	ÞJ	N
Dib (2)(i) Verification that the Amount of (efficience) from the Principal Latadian the Sulf Sourted filescope Committee) for the Principal Latadian the Sulf Sourted filescope Commitment (education form was the greater of all least balf of the slightle 50% teleparatization on 5 from the substitution of 5 from the sub	Ÿ	H	И	M	,	N	'n	N
Fall of the above requirements are met, the Applications of Ap	۲	61	N	N	Y	и	N	N

	ZDZ1-Z53B5M	2021-25463A(2021-2955N	2021-2565	2021-25785A	2021 2585	2021 259854	2021 260ms
Development Name	Arbor Park	Princeton Gravii	Somerset Widfrigh	Sérenity Grave	Flats at Baldwin Park	Nathan Aldge	Douglas Gardens (V	Azia Aganmenia
Polista awarded		·	_	1 ,				·
Sookmarking Astachmonts provide intensiples (Sestion Thiree, A.2 b.) [Sipolats]	5	5	5	D				
1 h (3)(b) Developer Experience Withdrawal Costocencye (5 points)	5	5	5	5			24-	
1.6 (3)(r) 67[820-] (symmetrice (5 points)	4	5	5	5			<u> </u>	-
3 c.j.)) sebinstater of Princoval Divologue Form that in either (a) stamped "Approved" at least ja di Carockar Days prior to the Application Deadline or (b) stamped "Roce rand" by this Colporations at least 181 Calendar Days prior to the Application Deadline ARCI stamped "Approved" palar to the Application Oragina.	ş	5	5	5				
th local Government Contribution (Up to 5 points)	5.	Ü	5	5				
Fetal Points (maximum of 25 point	25	20	25	20	25	75	25	25
EligibRey Regulrements	5 - 10 - 10 - 10 - 10 - 10 - 10 - 10 - 1			·	-			***
Submission Remuliements met fuection three, A.I.	Υ	N I	Y	7	7		r	,
L. Executed Applicant Certification and Advantage lightness form submitted	¥	۲.	Y	۲	Y	-	1	,
2.a. Demographic Commitment selected	T Y	N N	Y	1 7	7	- · ·	, -	,
3 a 131 Rame of Applicant provided	Υ "	4	٠. ٧	1 7	Y			¥ .
3 2 [7] Exalence Applicant is a legally formed entity consided	γ	٧	7	T	,		1	,
) b (1) Name of Each Davelaper (xcoded)	Y	*	Υ'	· · ·	Y	-		 :
3 b (2) Evidence that each Developer entity is a legally formed entity provided	Y	· v	Y	γ.	· v	7	ý	Y
3.b (5)(a) Developer Experience Regultement met	Y	1	Υ.	Y	7	· Y	Y	— · · ·
3 c (1) Pioselpala les Applicant and Developer(s) Distribuire Form pronded and month repulsements	Y	Y	Y	Y	v	,	Y	Y
3 d (Management Company information provided	ř	v	Y	Y.	γ.	,	Ÿ	Y
3 d (2) Priev Boneral Macagement Citmpany Experience requirement met	Y	•	Y	Y	y	7	Ÿ	Υ Υ
Tel()] Authorized Principal Representative provided and meets regularized is	· ·		v	Y	Y	y	Ý	٧
4.5. Name of Proposed Cevelspment provided	r	· · · · · ·	٧	Ÿ	, -	7	Υ	·
4 b CH Development Category selected	· Y	Y	×.	T Y	Y	7	1	y Y
4 b (2) Development Canagory Qualitying Conditions dwt	ř	۲	ĭ	Y	y	,	Y.	γ ,
4 C Gavelopment Type provided, and breakdown of number of units associated with each Development Type, it applicable	r	· C	Y	Y	Υ.	,	Y	٧
5 a County Identified	γ	7		¥	- ·	7	· · ·	¥

	4021-253B5N	2021-25485N	2021-2555N	N021-2545	1011-25785N	2021-2545	2021-25985N	2021-26085
Decelopment Name	Arbor Park	Printeton Grave	Somertet Landings	Serently Grove	Flats at Ballowin	Nəthan Ridge	Douglas Gerdens IV	Aria Aparements
5.6 Address of Oevelopment Ste priorded	7	, y	, -	Y	4	.ye	У.	¥
5 c. Guestion whether a Scottered Sins	S	y —	,	,	5328	100		
Dece opinalis answeled				'	Y.	Y	7	Y
5 HTTI Development Local on Point provided	7	3'	,	1	1	, –	7	7
5 d [2] Latilised and Longaude Coordinates for any	T	Y	· · · ·					
Scattered Slies plumled, if your able	a.	1	,	T	Y	Υ	Α	,
5 & [3] Min mum Transin Scroe met [if applicable]	Ÿ	Y Y	γ		. 7	7.	Y	7
Sie, Molmum 1. las Proximity Score iner	Y	Υ Υ	Y	Y	N N	Y	7	Y
5.f. Mandatury Distance Requirement met	Y	Ÿ	· ·	T	γ	Y	1 ,	7
5 & Limited Development Area (LDV) conditions met	y.	1					1	
il applicable		Y	, r)F)	۲	Y	۲	۲
6 a. Tolla? Romber of Enlis or vided and within units	3	3'	y	y	¥	y	· ·	7
6 b. Rumber of new construction units and	90.0	7.00	600					
tehabilitation units proyided	Y	7	r		Y	Ť	31	7.
6 C. Octubency status of any existing units or leafed.	290	200	26		-		├	
il Behabikation	Y	۲	•	a'	N N	Y	7	Y
6.0 (1) Mininture Set Apple electron printigled	Y	Y Y	(٧.	- · · · · ·	· ·	7
6 d (2) Traal Set-Aside Breakdown Chart property		1						
re-mplate 5	y	Y	ř	*	Y	Ť	Y	9
6.6. Unit role provided and meets requirements	7	7 7	3	1	Y	,	, ,	,
6.1. (Symber of residential buildings provided and		1				· · · ·	 	
meess requirements	Ÿ	۲	7	*	Y	Y	γ.	Y
7.a. Evilon e of 5 ig Contt. Lamoiles	ì	Y Y	,	 	Y	y	,	,
7.6 (11 App. newate 2oning demonstrated		¥ '	······································	 	Y Y	· ·	· ·	7
U.b.(2) Appliability of Water demonstrated	7	Y	y:	1	- '	Y	,	
7.0 [3] Availability of Server demonstrated	Y	y v		· ·	Ÿ	4	7	
Bill Literal Budding (அரிக்கு) நடிக்கு நடிக்கு மு		- "	/	 		· · · · · · · · · · · · · · · · · · ·		<u>-</u>
Additional Green Building Features selected, as	γ	Y	Y	Y	Υ.	Y	7	7
Applanak #		12.	37			15	5.	
	1.5	1		+				
9 Minimum number of Resident Fregraies ratected	7	Y	¥	ť	Y	Y	Y	7
18.5 [1] Applicant's SAIL Funding Request Amount	Y	Y	,			,	. A.A.	
provided			•	1	Y	, ,	r	9
10.a [1] Eligibée SAR. Request Ameioni Missits							†	
Mildinian Beijser Amount (Mani-Dade County	Y	Υ		Y.	۲	y		4
Dr.ֆ/)				-575				
10 a [2] Applicans's Novi Compatible# ##5 Respess				1				
Amount provided	Y	Y	Y	¥.	Y	7	· y	Y
ID a [3] Applicant's MARB Request Amount (if		1		1		Control Control		
Corporation Issued Bonds) or Bond Farquest Amagra		{		200	2000		200	for i
and Other Required Information (if Non Epiparahette	Y	1 7		Y	۲	۲	7	¥
issuest Bonds) provided		j						

RFA 2:20-205 Storing Shepts

	2021-253B5N	2021-25489N	2021-25550	3071-3565	7021-2578SH	2021-2545	2021-25985N	2021-26085
Development Plane	Arbor Park	Princeton Grove	Samers as Candings	Serenity Grave	Flats at Baldwin Park	Neihan Ridge	Douglas Gardens	Arla Apartments
10) Disvelopment Cost Pro Forms provided Jissing expenses of uses Jaind Controlled Reball was you and Perinaneot analysis. Librg sources his bources must equal or exceedy that	*	y	γ		,	1	Y	Y
Total Development East Per Unit Law Jotion met Section Free, 4,3-1	Y	۲	7	Y	¥	,	Y	Y
Ver feature that the Applicant has not obsert out of Tax Familian Band financing prior to the Application Deal Met Sect in Onal C.)	8		Y	14	,	×.	Y	Y
Ver ficialism of no prior acceptance (to am invitation to entil i Gredi i inderventing for the same Deck Ligiment In a previous RSA (Section E. o. A.). }	۲	γ		*	,	Sec.	Y	٧
V#J f Z≱icch Stroprecent de objector s (° t. n. F. ve. 4.3.1	Υ		188	у.	Y		,	Y
Financial Arrears Mot Sect in Five Ail	.2	7	•	,	7	Y	Y	¥
AD ENGINETY REQUIREMENTS (Net?	γ	(Y	Y	N	r	T	Y	Ψ
Tie-Gronkern				4-1-0-000		0.1		×
10 d. er Unit - obstruction functing Preferen 후 경 apple 하는 (Section Fice, B & b.)	í	. 1	34	200	7	ĭ	Y	Y
5 m - assessiv Funding Preference		7		· -	7		Y	γ
S.a. r. cery Storo Etsphilig P. elwarse	Y	Y			7		ÌΨ	Y
5.8 Costilluiday Series & Preference	Y	7	· 'r		н	,	Y	4
Florida Job Creation Profesence (Secrit in Florida 184 &)	Y	7	,	7	¥	1	Y	Y
Lottory Burnber (Sortion Fire, 8 4 g.)	E9	B2	85	61	26	12	13	34

	2021-25)85H	2021-2548SN	2021-255\$W	2021-7365	2021-257BSN	2021-2535	2021-25965N	2021-160BS
Development Name	Aubor Park	Princeton Grove	Somerset Landings	Serenlly Grave	Flats at Balthese Piirk	Nathan Aidge	Douglas Gardeon IV	Arla Apanimonis
Veterans Preference	AC. (4)			1	I			
J b - If committing to the fishely Gemographic Commission, উচ্চঃ the Application আন্তর্যাপুর্বত the Veterors Preference?	Y	ν	ře	ħ,	и	N	1	N
Self-Sourced Applications		De de		•			·	
3 a (TI(b) Applicasii staled ihist ii was a Self Sopried Application	N	14	fa .	H	N	Y	ы	н
2 a Demographic Consmitment of Family was selected	h	Ħ	N	ы	N	Y	ы	н
4 b. Gevelopment Calegray of New Econtraction was selected	N	h	м	м	N	Y	и	N
5 g. Development is not an ULA Gevelopment	N	N I	N	N	N	Y	N N	- 14
6 if At Seast 5% of the total units were set asids below 50% AMI	N	н	И	ы	N	Y	ы	N
10 in (2)() the Self-Sourcid Financing Commuticent Verification Form (New 11-19) was provided and osteored by Natural Pussion Procipal of the Applicant stated on the Principal Disclosura Form	И	м	N	N	N	Y	ы	N
(Ob. [2])) Verification that the Ameunt of self sourced financing terminated from the Princes! Stated for the Self Sourced Hearing Communician Verification form was the greater of in least 643 of the depth 6431, request amount of \$1 minor.	й	fq .	N	и	N	¥	N	N
if all of the above regolversepts are met, the AppAca Sourced Applicant	k	14	N	મ	N	Υ Υ	21	и

REA 2020-205 Scoling Streets

	2021-261B3AV	2021-26285N	2021-2615	2021-264B\$	2021-2655N	2021-264059	2021 26785	2021 25885N
Oevekapment Name	Uncale Gardens Elderly	Signra Bay	Oalsburst Trace	Pinnacie Gardens	Dumedin Senior	The Avalon	Puersa del Sal	¶øyside Breeze
Points awarded	· · · · · · · · ·						·	
Deptimar ling Attachments prior to submission [Section These, A.2 h [75 points]	5.							
3 h (3)(h) Developer Capertence Withdrawal Olstocardise (5 points)	5			5				
3.6 (3)(4) 67ER20-5 Distriction (5 pgm/s)	5. 1	3		·		1.64	f	
3 o (2) Submission of Principal Discreture Form that is either (a) stamped "Discrete" at least 14. Latendar Days priod to the Application Gendline, or [b] stamped "Received" by the Corporation at least 14. Calendar Days priod to the Application Cearline. ARII stamped "Applicated" prior to the Application Overfline.							*	
It Total Supernitent Contribution (45 to 5 paints)		<u> </u>						
Total Polisis (maximum of 25 point	25	25	25	25	25	25	25	25
Eligibility Regularments		- 17			13	,		
Submittion Bergulluments met (section Three, A.)	7	*	Α'	9		,		
L. Exercited Applicant Certification and				··		 -	}	
Arknowledgement forth rubmitted	У	٧.	١	Ÿ		1		Y
Z a Demograpikat Communicativeleried	7	۲	٧.	i v	,	1	1	.
) a (1) Name of Applicant provided	Ϋ́	- N	N	7		v v	1	,
3 o (2) Exidence Applicant is a legally lonned entity provided	γ	٧	Y	,	т	· ·	,	,
16 (I) Name of Each Developer processed		١,	Υ	7	-		1	· · · · · ·
3 to (2) Evidence that each Dovoloper onning is a legally formed entity provided	Y	Y	Y	Y	Y	Y	7	,
1 b (3)ls) Developer Experience Peaulitemens mex	ì	١,	γ "-		-	7	,	¥
3 z.41) Principals for Applicant and Developer(s) Osselvinie Form provided and meets reguliements	Y	γ	Y	ı	Y	Y	7	r
3 d.(1) Management Contpany infolmetion provided	÷	۲	Y	T	Y	Y	7	7
1 d.[2] Prior General Management Company Especiation regulation over	γ	γ	Y	C	Y	7	·	Y
1 = (1) Authorized Principal Representative provided and meets requirements	ř	٧	7	r	Υ.	Ÿ	7	Y
4.3. Name of Evopound Development projekt	r	Y	Y	· ·	Υ	γ	,	- 7
4 li [1] Devalopment Category selected	Y	7	7	· ·	Υ	y		7
4.b.(3) Development Category Qualifying Coedifices	r	Y	Y	Ť	۲	ý	¥	Y
4 c Berstopmern Type provided, end breickdown of number of units associated with each Development Type, it applicable	*	¥	Y	1	۲	γ	T	Ŧ
5.4. Experty identified		· v	· · ·	, · · · ·	Y	γ.	- ,	τ

	2021-261BSN	2071-267BSN	1071-1615	2021-28485	202J-2655N	2021-26685N	2021-26785	2031-36885M
Development (4-ame	Uncoln Gardens (Merly	Sterra Bay	Oakhursi Trace	Pineakie Gardeni	Dunedin Seniar	The Avalon	Puerta del Sol	Bayside Breeze
S.b. Aildiess of Development Site ov inded	7	۲.	7	Y	4	Y Y	7	7
5 c. Question whether a Scattered Stes	Y	1	8	7	¥	-		
Savalupment antwered	74	1	3	5.	7.		,	Y
5 if (1) Development till ation Point provided	, ү	Y.	۲	Y	¥	Ý	Y	7
5 र्ज (2) Cultitude and Lingillude Coo decares for any	γ.	1	8	Y	¥		Ÿ	
Scattered Ster provided, il applicable		10	1	1 ,		T	,	۲
5 e (7) Ministrum Trun III Score met (Tapp: lab.e)	Y	h*	Y	Y	۲	, v	γ	y
S.e. Minimum Total Fr. ilmity Score mer	γ.	N.	8	γ	7	Y	γ.	Y
5 f. Mandalory Distance Requirement met	1	_ 1	Υ	y	Y	7	7	Y
5 g Turnied Developme TArea (184) conditions may,	v	No.		T v	7	1		· .
d acoleable				1 19		1	Y	Ÿ
6 a Total Mander of Units prije ded and with infinite	Y	٧			Y	Y	Ý	y
6b Number of news institution is and	Y		2027			***		
gelgebättetuknunliggi, soljedi.	Y	۲.	٧.	7	¥	4'	¥.	۲
&c. Occupancy status il any existing units persidad, il Rehabilitations	Y	Y	¥	Y			Ÿ	Y
6 d (1) Minendin Ser Alide election provided	T T	3'	Υ	Y	4	,	,	·,
6 if (2) Folul Set Aude Breakd (whi Chart properly								· '
completed.	н	Y	Y	Υ	ν.	7	Ÿ	¥
6 n - Ultin this planned and meets requirements	7	- Y	· v	Υ	Y	Υ	Y	Y Y
5.1. Number of resident at buildings provided and		16						'
тель герикатылы	y	Y	Y	4	Y	7	Y	Y
Fall Foldeting of Ste Control provided	ř	n'	Y	Y	7		Y	у
7 b (1) Appropriate Zinning demonstrated	'n	Y	Y	V V	7	-	- ; -	Ý
/ bid2) Availability of Wales demonstrated	γ	Υ.	Υ.	7	· ·	7	,	· ·
7.b (3) Avadability of Sower demonstrated	ř	N'	Y	Y	7	· Y	r	ý
aid. Steen Building Certification or minimum			1		-	-		
Add tippe? Green Building Features priested as	γ	×	¥		¥		y.	
appleable.					10			
9 (dinormum reamber of Resident Programs referred	7	٧	Υ.	Y	7	· ·	Ÿ	Y
tica (1) Applicant's SAIL funding Request Amount				1				
provided	4	Y	Y	Y	Y		۲	y
10 a (1) Eligible SAIL Request Amount Meets				1				+
Milkomoth Request Amount (Milard-Dade Course	Y	Y.	×	Υ	¥		Y	y
Only					1.0	10	,	, i
10 a (2) Applicant's Non-Compension HC Request			— —					
Amount provided	Y.	Y	Y	γ	Y	Y	Y	y
50 a (3) Applicant's MMRB Request Amount In	"		ř					
Corporation is used Bonds or Bond Resturn Amount								
and Other Regulard Information 4 Non Corporation	ř	٧.	Y	Y	Υ	T	Y	Ÿ
ssued Bends) provided								

RFA 2020-206 Sconng Shepta

	2021-261BSN	2021-2628514	2021-2635	2021-264BS	2021-26559	3031-3668241	2021-267BS	2021 258BSN
Development Name	Lincoln Gardens Elderly	Slerra Bay	Dakhurst Trace	Pinnacia Gardens	Dumedin Seniar	The Avalon	Puerta del 5gi	Baysido Breeze
ID c. Pereluptuent Cost Pro Forma provided (Instag expenses or uses) and Construction (Behah Analysis and Permanent analysis (Insting sources) – Sources must equal or exceed uses	7	r	۲.	Y	Y	Y	т	,
fosal Development Cast Per Unit Comitation met (Section Five, A.1.)	7	ï	Ý	Y	Y	Y	۲	· ·
Verification that the Applicant has not closed an sin- law-Exempt flood Sinkneing prior to the Application Duadling (Section One, C.)	1	7	Y	Y	Y	T	ч	,
Verification of no prior acceptants to an invitation to écont triulit unifermating for the same Development In a previous RFA, (Soction Five, A.).		Y	٧	Y	ų	Y		,
Verilitation of oa lettent de säägations (Section Fire A.T.)	7	r	۲.	Y	4	т	Υ	
Financial Amears Met (Section Sive, fr.).	7	Y	١	Y	7			
All Eligibility Reautement Met?	N	y	Y	Ť	۲	۱ ۱	Ť	Y
Tie-Brethers			3/3/7-18		W	10/10/4		
LD d. Per Unit Construction Funding Preference 네 applicable (Section Live, 6 호 b)	Y	ï	•	Y	Y	ÿ		2
5 n Proximity Funding Preference	Ÿ	7	ř	Y	Y	· · · · · · · · · · · · · · · · · · ·	¥	
S. Gresely Steva Fonding Findenance	γ	Y	1	ν .	Υ -	Y	,	
S.e., Commonny Servick Preference	Y	. 9	Y	γ '''-	Y	y	9	1,
Florida Ich Creation Preference (Section Flor, B.4.8.)	γ	,		Υ.	¥	7	÷	-
Lattery Number (Secress Erre, \$14 e.)	55	86	(3	35	i i	25.	مد	14

R. A 2:(2): 205 Sco. og \$100b.

<u></u>	2021-461BSN	2021-262BSM	2023 2635	2021-26485	2021-2655N	202 L-26685N	2021-26785	2021-25881/4
Development Mane	Cincoln Gardens Elderly	Steera Bay	O#hurit frace	Pinnasie Gardens	Dussedin Sprior	The Araban	Puerta del Sol	Mayside Breeze
feterams Preference			-					
2 h - Cleommitting to the Elderly Demographic Control Health dues the Application guality for the Reservois Preference?	Y	77	,	te .	Y	Y	N	ы
ett-Sourced Applications			601 664 664			-	·	-
La (C(0) Applicant stated that it was a Self Sonicred fronkstern	и	N	н	ĸ	N	M	N	N
Clariforming regulation Commissioner of Ballindy west where and	h	и	ře	Te .	М	м	N	N
The Development Category of New Consistetion was elected.	и	и	н	ři .	и	M	N	n
Countoprotent is mot an ICA Development	R	н	ře .	N	ÞĮ.	N	N	N
Fig. Asterast 5% of the total units were set aside celow SON APAT	н	ħ.	N	h	N	м	N	N
CO (17[q) The Self Squised Financing Compastinent Perification Form (Rev. 13: 19) was provided and produced by National Person Principal of the Applicant stated on the Fallingfol Discladed Form	и	и	и	ta .	ė,	N	N	н
6 bid [1] Venezation that for Amauni of self- corded linaliting committed from the Purcepal stated on the Self-Sourcial Francing Contributions food carbon From was the greater of all Seat half of the eligible 500 request amount of \$1 million.	и	te.	f4	N	и	P	R	r¢
fall of the above requirements are met, the AppAca oursed Applicant	h	14	N	N	. N	и	R	N

	2021-2695N	2021-2705	2021-27185N	2021-27285M	2023-2735	2021 27485N	2021 215059	2021 27655N
Development Name	Sauthwick Communy	Metre Grande II	Aoyal Pointe	Park Ridge (I	The Villages Apartmants, Phase II	Bethany Gardens Aparlments	Hermoth North Fort Myter	Orange on 14th Street
Points awarded								
Booking Alterbrien's given to submission (Section Three, A.2.6.[15.pojnis]	5	5	5	5				
3 0.[3][6] DoseSoper Experience Synthitrawal Deservative (5 coints)	5	5	5	5				
5.b.(1)(c) 67ER/O T Districentive (5 panits)	5	5	5	5				10
Ac (2) Submission of Principal Distrosure Form (No.) waither Jay Stamped "Approved" in Least 10 Calendor Days prior to the Application Deadling, in July Stamped "Received" by the Corporation at Least 14 Calendor Coys prior to the Application Deadling 48CO stamped "Approved" prior to the Application.	5	5	5-	3			·	
Deadlane								
11 Cocal Government Contribution (Up to 5 printy)	5	5	5	5	170		Section 1	
Total Pelots (maximum of 25 poin	25	25	25	25	75	10	20	25
(Ngiblity Requirements	20.000			Norm				
Submission Requirements men (section Three, A.)) "	7	Ť.	3.	Y	7		
Executed Applicant Certification and Actional Edge mens form submitted	Y	4	r	У	N:	N		
Zai Demographic Econoritissor volected	¥ .	Ÿ	7	y'	7	4	· · · · · ·	
3.4 (I) Itame of Applicact provided	Y	7	'n	7	7	Y		
B + (2) (vidence Apparant is a legally formed amity provided	ř	۲	y	r	Y	¥		1
3 b.(3) Name of Each Developer provided	¥	T V	Ψ	y	Y		4.30	
3 b [2] Evidence that each Developer entay is a legally formed entry provided	(F)	Y	7	,	Y	4	Y	Y
E.b.[3][a] Developer Expendence Requirement met	Y	Y	4		Y	Y	Y	7
3 c (2) Principals for Applicant and Developed(s) Disclasion Fortis popularit and meets requirements	r	۲	۴	v	Ŷ	N	Y	Ý
5 d.[3] Managemont Company Information provided		Y	ł,	1	·Y	٧	Y	Y
3 d [2] Print General Management Company Laperience regularment mot	Y	Y	r	,	Ϋ́	Y	+	Y
3 e.[1] Authorized Practipal Representative processed	· ·	Y	,		*	Υ	Y	y
4.2. Name of Pr. posed Development provided	·· Y	Y	Y	,	-	Y	· v	
4 b.[11 Devel pinem Lategory selected	· ·	i v	· 'r	, –	`	, , , , , , , , , , , , , , , , , , ,	Y	, , , , , , , , , , , , , , , , , , ,
4 b DT Decisionment Category Quablying Londitions met	Y	iy.	Y	Y	Y	Y	٧	v v
4.r. Development Type provided, and breakdown plants with each Development		٧	, r		1	Y	Y	γ
fyte if app cable								

REA 2020-205 Scotting Sheets

	2021 2695M	3021-270S	202J-271B5M	2021-27205N	2071-2735	2023-2748574	2021-27505N	2021-27685N
Developmeni Name	Southwick Commons	Matro Grande III	Royal Painte	Park Aldge II	The YMages Apartments, Phase B	Bothany Gardens Apartments	Hermosa North Fort Mygra	Orange on 14th Street
5.b Address of everopment in paradert	¥		1	Y.	۲	8	Y Y	Y
57. Questico whether a Scattered Sites Development answered	1	r	,	1	¥	Υ -	Ť	Y
5.d.[11 Devel priorit Lucation Peror priorided		1	r	Y	Y	7	- Y	,
5 d.131 (athloge and tongitude Coordinates for any Scattered 5 tex provided, if applicates	¥	4	Y	T	Ψ	Y	Y	Y
5.e.(2) Blackman Translation in met (diappi 451-)) i	Y	'n	7	Ÿ	· ' '	Y	,
5 ₹ Bl.drimith Total Proximity Score met	V	7	7	7	· ·	ļ , -	Ÿ	, "
5.1 Mandatine Distance Regulerment mot	- ,	7 3	γ	- ;	· -	 	Y	· · ·
Sig. Limited Devisionment Area (LCA) conditions met, 6 amplicable	Y	70	Y	190	۴	Ť	ï	y
G.a. Fotal Number of Units pt. vided and wijthon kinds	Y			γ	Ÿ	7	Ÿ	e.
6 h. Number of pewis instruction units and instruction and said in the provided in the period of the			Y	7	Y	Y	7	y
6 C. Occupancy states of any existing units provided 6 Rehalicity in	•		Y	ř	۲	Y	Ÿ	7
fed (E) Me muin Set-Asido election provided		, ,		, –	Ŷ	V.	Y	Y
6 d.[2] Total Set Atide fire tithywn (bart proper y completed	Y		,	ř	Y	Y	â	7
6 e. Und mix or is ded and meets regularments	¥		- ,	γ"	Y	7	· · ·	Y
61. Number of troldent albu kings provided and meets real nements.	Ÿ			ľ		Y	1	7
J → Eviden e of Ste C ntr provided			7	Y		N	- r	7
7. b.[1] Acotopr ate 7. ning damonstrates		i — i	7	ÿ.		N		,
7 li [2] Availability of Water demonstrated	Ϋ́	7	Y	- 4	Y	N	_ · _ ·	7
7 h DTAvailability of Sewer demonstrated	r	7	Y	7	Y	fe	N	7
5 d. Green Building Certification or thinistom Julianiumsk Green Building Features selected as applicable	x	y	Ÿ	Ÿ	٧	Y	1	Y
9 Matembili Panikar of Resident Programs selected	¥	Y	•	Y	4	Y .	Ť	7
10 -> (1) Applicant's SAR Funding Request Amount provided	Y	Y	Y	y	٧	,	Ÿ	ÿ
40 a { } Eligible SAIL Request Amount Meets Minimum Request Amount (Minimi Dada County Only)	ř	Y	7	ř	Y	Y	Y	Y
30 ± (2) Applicant's Non-Competitive HC Request Amount provided	r	r	*	ų.	Y.	Ÿ	7	Y
10 a (3) Applicant's MMRB Regions Althout (if Compression insert Bonds) to Bond Regions Amount and Other Regional Information (if Mon-Compression insert Bonds) provided:		۲	٠	¥	Y	Y	y	Y

RFA 202 205 Scoling Sheets

2400	2021-2695N	2021 2705	2021-27185N	2031-27285M	2021-2715	2021-2748574	2021-2758514	2021-27695/9
Ωevelopment F4ame	Southwelck Cartimoni	Metro Grande II	Royal Painte	Park Ridge II	The Villages Aparimonia Phase II	Bethany Gardinor Apartments	Hermosa North Fork Myers	Orange on 14th Street
[Oc. Disvelopment Cost Pro Forma provided (listed experies on uses) and Construction/fishab analysis and Pertinancial analysis (billing sources). Scarces must equal or expect uses.	· ·	y	,	,	(4)	Y	۲	ĭ
Total Davelopinen East Per Unit (imitaliga met (Seption Fige, & 1.)	v.	Υ		7	[0]	y	Υ.	,
Verification that the Appeleant has not closed on the Tax-Exempt Bond Intenting prize to the Application DealStre (Section Ons. C.)	y			,		Y	Y	ĭ
Verification of no prior acceptance to an incoation to enter credit index writing for the same Devel ipment In a previous RFA (Section FNa, A.3.)	y	γ	7	,	10	¥	ř	Y
Varihazinan et no recent de abbigations (l'ation fixe a gi)	Y	Y	%	r		Y	Y	Y
Financial Arreats Mos (Session Five, A. 2.)	Y	Y	Y	Y		,	Y	4
All Eligibility Requirements Met?	T	۲.	'n	۲	T	N	N	h
Tie Brankert			*					
10 d. Per Unit Construction Funding Professor et il applicable (Section Five, B.4 b.)	*	ĭ	3.	7	io el evil	y	Y).
Se. Proximate Funding Preference	Y	Y		7	7-7	7	Ψ	¥
S.E. Grocery Store Funding Preference	Y	Y			10	1 Y	N	,
S.E. COIP-Trottity Shringe Profesence	Y.	Y	9	7		į v	7	ы
Roords Job Creation Preference (Section Five B 4 d)	Y	Y	9	y				y
Lestery Remitor (Soction Five, B.4 e.)	3.7	43	19	H-1	51	3	23	,

RFA 2020-205 Scoring Sheets

0.000	2021-269514	2021-2705	1021-27185N	2011-27285M	2021-2715	2021-2748574	Z0Z1-27585N	2021 27685N
Development Name	Southwick Communs	Matro Grande II	Royal Pointe	Park Ridge H	The Villages Aparimonis. Phase II	Bethany Gardens Aptriments	Henroopa North Fort Myers	Orange on 14th Street
Veterans Professore					100000000000000000000000000000000000000	· · · · ·		
2 - Il (comptong to the [45e3]) emegrap minitimens, desist a Applican gpality - the Deterant Preference	н	4	N	,	Н	н	н	¥
Self-Sourced Applications				•				
La (1)(b) Applicant stated that I was a Salt Sourced Application	H	N	н	и	н	N	й	
 ◆ Gernagraphic Commitmens of Family was exceed. 	h	N	ří	N	N	и	ม	ы.
4 b. Development Calegory of New Const. It in was selected.	N	N	rs ·	N	ы	н	મ	21
g. Development a not all 1. A Development	N	N	ře.	н	N	1 11	N	٠٠ باذ
6 d. At least \$15 of the total units were set as de alow 50% prat	н	P	H	и	н	N	N	ы
d.b (2)() the Self Coursed Financing Consontinent Verification Form (Rev. D-19) was provided and executed by Rusura Fersion Provipal of the Applicant Hated on the Principal Distingue Form	и	ы	И	и	N	N	น	и
10 It (2)(i) Verifical on that the Amount of self- scorped financing committed from the Principal Varied by the Self-Sourced transcring Communium Verification Festimans the greater of at Egaph half of the engible SM request amount of SM million.	и	n	(4	N	F4	l N	И	N
if all of the above requirements are met, the Applica Sourced Applicant	Ŋ	N	N	N	N		N	N

RFA 2020-209 Scoring Sheets

	2021-2775	2021-2785	2021-27 9 5N	a of Applications
Devélópment Name	361 L/3621 Carreland Avenue	Edison Towers Apartments	Stamengrillesd Sendor Apartroensi	ihai tid nei meet requirementi
Points avaranded				
Bookmarking Attachments piece to submitsion Sattion Three, 4.2 b.1 (5 points)	5	5	5030%	ı
3 h (1)(b) Develope: Experience Withdrawal Districenting (Sicolols)	5.	5		
3.b.[3][c] 67EB2O 1 Diameterative (5 paper);	5	5		1
3. C[2] Submission of Principal Dissolution a Ferm that in either [4] stamped "Approved" at Peast 14. Calendar Days prior to the Application Depaiding or [b) stamped. Received" by the Corporatios or heast 14. Calendar Days prior to the Application Depaiding MVD stamped "Approved" prior to the Application Deadlow.	5	5	56	Ü
11 lecalibos romano Egotobarian (Upito 5 points)	5	-O	800,00	,
Total Points (impuintum of 25 point	75	M	25	
Eligibility Requirements	43	AU I		
Substituted Requirements met (section Three, a.)	Y.	¥		, ,
1 Executed Applicant Certification and		'		-
Acknowledgament form submitted	Ý	Y	¥	ŧ
7.4 Bambglüglis, Commitment selected	8	Υ .		
3 a ID Name of Applicant provided	A	Y		
Siz.[2] Evidence Applicant is a legally formul writing provided	Υ	Y	ž.	
3 b (3) Name of Cach Developer provided	8	Y		4 23
3 b [7] Evidence that duch Doublinger entity is a legably formed grafty provided.	Y	Y		
3 b (3)(4) Developer Experien le Regis rement met	ν'	Y	***	1
3 r () Printipals for Applicant and Pernieper(s) Distinues Form provided and meets requirements	Y.	Ä	ž	1
3 d (1) Management Company information provided	Y	Ÿ		-
3 d (2] Prior General Management Company Experience regudement met	ÿ	Y		1,
3 x [1] Authorized Provipal Depresentative provided and receive requirements	γ	Υ	·	1
4 p. Name of Proposad Davelopment consider		9	_	·
4 b (II Decelopment Category sele ted	Y	- ;		-
6 b (2) Development Estegary Quality of Conditions	· ·	Y	-	
Arc Baselapittem Type provided, and breakdown of reamber of units associated with each Development Type, it applicable	ÿ	r		
5 à Leunty deutsties	- 7	- ,		

RFA 2020-205 Scoring Streets

	2021-2775	2021-2785	2021-2795N	A of Applications
Deselopmeni Namų	3611/3621 Cleveland Avenue	Edison Tawers Aparlments	Summerfletd Senior Apartments	ihat did not meet requirements
S.b. Address of Development S.a provided	γ	Y	ř	ū
S.c. Question whithing a Stationed Sites		ÿ	· ·	ú
(Nevelopment answered		r.		u
S.d. Lis Gevelopment Location Permi provided	Y		,	ū
S.d.(2) Talkudu and Long tude Comdinates for any	· ·	¥	,	0
Scattered Sites provided of applicable	,	5		U
5 e (2) Minimum Transit Store met (il applicable)	1)	Y	ú
5-e. Afre muni Total Proximity Sense met	Y	Ÿ	¥.	ū
5.1 Mandatois Distance Requirement met	Y	y	۲	Ō
5 g. Lended Development Area (EDA) conditions ewit, diapplicable.	7	Y	Y	ı,
6 a Total Number of Units prosided and within fines	7	ř	¥	1
filh. Number of trev construction units and rehabilitation units provided.	γ	Ÿ	ý	- 0
Bir. Bezupancy status of any entiring units provided, if Behalphration.	7	Y .	У	1
6 d (2) Normum Set: Aside election provided	7	۲	¥	31
6 d [7] Total Set Aside Brezhilizam Chart properly completed	γ.	Ÿ	7	2
li e. Unit mor provided and meets requirements	PJ.	8	γ	
6 f. Number of residential buildings provided and insets resultements	· ·	۲	Y	1
T.a. Istdence of Site Control provided	7	8	Y	1
7.b (3) Appropriate Zuning themonstrated			· ·	1
7 ls [7] Availahi isy sil yyakin deministrated	- 2	7	7	1
7 b (3) Availability of Sewer demo. Strated		 ;	Ÿ	
Bid Green Building Certification or no multi- ਮੇਰਹੇਗਾ na muon ਇਹ ਕਿੰਗੂ Features selected, ac app. cabis		¥	Y	F
S. Min more number of Resistent P. grams selected	,	Y		
It's [1] App cent's SAIL Funding Regions Amilian provided	,	y		1
ID a [3] Eight in SAR Request Am Lint Ments Minimum Request Am unit [Mar - Dadle County Doly)	Y	¥	ī	
titlla [7] Applicant's Non-competitive (4.1 Request Amount in	,	Ÿ		19
To a (3) Applicant's MARRA Request Amount of Colored Interest Services of the Request Amount on Other Request Amount on Other Required Services (IRI in Including Included Benefit) provided	y	y	ī	

REA 2020-205 Sconng Sheets

	2041-2775	2011-2785	2021 2795N	■ of Application:
Development Name	3611/3621 Cleveland Avenue	Edison Towers	Summerfield Servior Apartments	i han did non yneel requirmment
10 e. Davelojimans Cost Pro Forma provided (listing expenses or uses) and Construction (Polisti Arrahjes and Permissen) analysis (listing sources) – Sources must equal or exceed uses.	٧	ĭ.	T	1
Tosal Development Cost Per Unit Education met (Section Fixe, A.1.)	¥	۲		Ĭ i
Verdication that the Applicant has not closed on the Tax-Frempi Band finabring prior to the Application Deadline ISection Dire, C.J.	¥.	Y	i.	
Verification of no peror acceptance to an finite conso- uniter (cedit underweiting for the same Nevelopment in a pressour #IA [Section Five, 4-1.)	×	Ÿ.	ž	r.
Verification of no recent de solujations (Section fixe, 4.1.)	γ -	۲	¥	
Financial Airears Med (Section Rive, A.3.)	,	r		1
All Eligibility Requirements Met?	Pi	Y	Y	17
Tie-Breakert			. 10 1000	
10 d. Per Und Construction Funding Frafetieree, if applicable (Section Five, 0.3 b.)	y	r		1
Sie Proximity Funding Preference	Y	7		
Sie. Grovery Sons Funding Profesence	y	Y		1
S.e. Community Setulca Preference	γ .	Y		7
Horida tob Creation Preference (Section five, B.4.d.)	3	۲		1
Lottesy Number (Section Five, B.4 e.)	30	B.7	75	<u> </u>

RFA 2020-205 Scoring Sheets

	2021-2775	2021-2735	2021-27 95 N	¥srf Applications
Development Name	351L/3621 Christiad Avenue	Edison Towgra Apartments	SummerSeld Senior Aparamerus	ižiat siki not meet requiiensenta
Veterant Preference	NOTE OF STREET			20-00-00-00-00-00-00-00-00-00-00-00-00-0
To Becommiting to the Elderly Demographic Commitment does the Application quality for the Veterans Preference?	н	Y	Y	ы
Self-Sourced Applications				
Ta (1)(b) Applicant stated that it was a 5glf 5 or editoplication	и	н	н	6
7.5 Demographic Eemintensen of Fancy was selected	H	и	r4	
4 h. Development Calegory of New Construction was selected	и	н	ř4	
5 g Equelopment is not an ICA Development	и	N	H	
6 d. At least 5% of the total units were set away. below 50% AMI	н	н	н	
10 tr [1] ji The Self-Sourced Francing Commisment Verification Form (Rev. 13-15) was previded and Associated by Matura. Person Prior pulsas the Opplicant stated on the Frincipus Disclosure Cerm.	н	и	N	
18 b (2)(i) Verification than the Amount of self sourced financing committed from the Prox postated on the Self Sourced Financing Committees when Self Sourced Financing Committees when for the Self Sourced Financing Committees For each the greater of at Seast half of the engigle Self request amount or \$1 m (5m)	te	н	N	
If all of the above requirements are mes, the AppAka Sourced Applicant	N	N	N	

RFA 2020-205 Board Approved Preliminary Awards

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ately Demogr	night funding Esta	ne Kraslatte		eritinito)			Med-se Cou	riz futiding	Salare e Armist	ía.	1		i						
John J. Dermog	raphy funding Bala	nca Ava Euble		\$22,395,00)			Large County	funding by	ares Annitation		1,573	PHAG	1						
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lkree Family	Large County No.	e Construction	a poplika	offper.														11/422		
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two Family I	riedium County M	ew Compression	on éssil	leatons	300 30 30 31								•	•	•					
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RFA 2020-205 Board Approved Preliminary Awards

Page 2 of 2

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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"

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 Δ .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 Representative stated in Exhibit A.

ASSIGNMENT OF PURCHASE CONTRACTS

(CITY OF BELLE GLADE & QUIET WATERS DEVELOPMENT PROPERTIES)

from

MCCURDY SENIOR HOUSING CORPORATION, A FLORIDA NOT FOR PROFIT CORPORTAION

in favor of

QUIET MEADOWS, LTD., A FLORIDA LIMITED PARTNERSHIP

This ASSIGNMENT OF PURCHASE CONTRACTS executed as of December OL, 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

Name 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 16:45:34.217 | Form Key: 7505

Resolution No. 2019-3500 Commued

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

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

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

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

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

AYE NAY

Mayor Wilson

Commissioner Burroughs _____

Commissioner Martin

Commissioner Underwood ______

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

- Tunala H. Thye-

Glen J. Torcivia, City Attorney

[MUNICIPAL SEAL]

Attest:

Debra R. Buff, MMC, Cuty Clerk

QUIDOCS/RESOLUTE/2019/Approving Mediurdy Futchase and Sale Agant 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:

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

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

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

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

AGREEMENT TO SELL: The CITY hereby agrees to sell and the BUYER hereby 1. 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 contiguous to the boundaries on the Plat and south boundaries of the Property be adjacent to the Property. Any revised legal description shall be determined by a survey acceptable to both CITY and BUYER.

PURCHASE PRICE; FINANCING: BUYER hereby agrees to pay the CITY One 2. 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. Balance: The balance of the purchase price in the amount of One Hundred Twenty Six Thousand Dollars (\$126,000.00) shall be paid by Certified or Cashier's Check at the time of closing. In addition to the purchase price, any costs of sale incurred by the CITY as more particularly described in Section 3 c. below ("Seller's Costs") shall be paid by the BUYER by Certified or Cashier's Check made payable to the City of Belle Glade at the time of closing.
- c. Financing: This Contract is contingent on BUYER obtaining a written loan commitment which confirms loan approval for a loan to purchase the Property or other proof of financing acceptable to the CITY (collectively, the "Loan Approval") within 30 days after the date this Contract is last executed. If BUYER does not deliver to the CITY written notice of Loan Approval within the time given herein, CITY may thereafter cancel this Contract by delivering written notice (the "Cancellation Notice") to BUYER, but not later than five (5) days prior to closing. CITY's Cancellation Notice must give the BUYER three (3) days to deliver to the CITY the Loan Approval, or the Contract shall be cancelled and the full amount of BUYER'S deposit shall be returned to BUYER upon said notice.
- 3. CLOSING, EXPENSES AND POSSESSION: The CITY's obligation to close this sale is conditioned upon approval by the City Commission. The CITY will deliver possession of the Property to the BUYER at Closing, at which time the BUYER shall pay the balance of the purchase price. The following are additional details of the Closing:
 - a. <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.
- c. 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 Quit Claim Deed.
- c. Payment in lieu of taxes (PILOT): The BUYER agrees that this Agreement is contingent upon the BUYER entering into the PILOT Agreement in a form substantially similar to the form attached hereto as Exhibit "C" and incorporated herein. The BUYER hereby covenants with the CITY to enter into the PILOT Agreement on or before the date of closing. If the BUYER

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

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

5. **BUYER CERTIFICATION; INDEMNIFICATION:**

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

- 11. **DEVELOPMENT ORDER:** The BUYER acknowledges that the CITY has the right to enter a development order prior to issuing a permit to develop the Property. BUYER agrees to comply with the terms of said development order. BUYER represents that the Property will be developed for a public purpose that is affordable housing consistent with the Restrictions.
- 12. <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.
- c. MOLD: Mold is naturally occurring and may cause health risks or damage to property. If BUYER is concerned or desires additional information regarding mold, BUYER should contact an appropriate professional.
- d. FLOOD ZONE; ELEVATION CERTIFICATION: BUYER is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by BUYER'S lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, BUYER may terminate this Contract by delivering written notice to CITY within 20 days after Effective Date, failing which BUYER accepts existing elevation of buildings and flood zone designation of Property.
- e. ENERGY BROCHURE: BUYER acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by section 553,996, F.S.
- 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.
- b. 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

(OFFICIAL SEAL)

ATTEST:

Ву:

WERA R. BUFF, MMO OTTY CUI

STATE OF FLÖRIDA

Jessica Figurary

Balgile & Pur s

Rint/Type Witness Name

Page 9 of 27

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The foregoing instrument was a 2019, by Steve B. Will of Belle Glade, Florida. They are personall	cknowledged before me this day of son, as Mayor and Debra R. Buff, as Clerk of the City y known to me.
No	tary Public, State of Florida
Pı	int/Type Name
	BUYER:
Witness Print type Witness Name	McCurdy Senior Housing Corporation By: JOSERH GLUCKSMAN Title: President Date: 2 11 . 2019
Witness Valency Print/Type Witness Name	
STATE OF FLORIDA PALM BEACH COUNTY	
The foregoing instrument was a construction of the construction of	icksman, as President on behalf of McCurdy Semon known to me or who has provided the following
My Commission GG 1446 of Supples Osmic 02010	chastine of Florida Chastine 1 Elany rint/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

OUIT 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

EXHIBIT "C"

PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT

THIS AGREEMENT, made as of the
RECITALS
WHEREAS, pursuant to Resolution No, adopted by the City Commission on
WHEREAS, the Owner has advised the City that, under Florida law, the Owner is entitled to an exemption from advalorem taxes resulting from its status as a 501(c)(3) organization as well as its intention to operate the Project as a affordable housing development as required by Florida Statutes providing for such advalorem exemption; and
WHEREAS, the Owner has voluntarily agreed to make payment to the City of the City's proportionate share ad valorem taxes to the extent it is not otherwise required to do so in connection with payment by the Owner of ad valore taxes applicable to the Project generally; and
WHEREAS, the parties to this Agreement agree that Florida law permits the payments described herein and the each is voluntarily entering into this Agreement; and
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which a acknowledged by the parties and in consideration of the mutual covenants and agreements herein contained. City at 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 pri- 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 ye commencing (a) twenty-four (24) months from the issuance of the building permit or when occupancy of a 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 we standard taxing procedures implemented in Palm Beach County, Florida, plus the fire/rescue assessment levil by Palm Beach County for services provided to the City. This amount shall be less any such ad valorem tax otherwise paid by the Owner pursuant to tax bills received by the Owner from the Palm Beach County Prope Tax Collector. By way of example, in the event it is determined that the Property is entitled to an 80% exemptifier and 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 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 decimed taxable and which the City would be made by the Owner, the Property's assessed value as determined by the Palm Beach County Property is a sessed value as determined by the Palm Beach County Property's assessed value as determined by the Palm Beach County Property's assessed value as determined by the Palm Beach County Property is assessed value.

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

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

- 11. Applicable law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida without regard to the principles of conflicts of law.
- 12. Attorneys' Fees and Waiver of Jury Trial. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorney's fees. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- 13. <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. E City Clerk	Buff, MMC
Print Witness #2 Name		
	OWNER:	
	Ву:	
Witness #1 Signature	Title:	
Print Witness #1 Name		
Witness #2 Signature		
Print Witness #2 Signature		

Page 16 of 27

STATE OF FLORIDA				
COUNTY OF			SAU YE	
The foregoing ins	trument was acknowledged before me	this d	ay of, 2019	9.
The state of the s	, 85	of the Owner.	He/She is personally known to	0
me or has provided the foli	owing identification		v.¥	
	Notary Public, State of F	lorida	_	
	Print/Type Name			

EXHIBIT "D"

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

(Reserved)

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

from

MCCURDY CENTER, LTD., A FLORIDA LIMITED PARTNERSHIP

In favor of

MCCURDY SENIOR HOUSING CORPORATION, A FLORIDA NOT FOR PROFIT 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		15 Nr. 10	, 2019

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

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

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

	ASSIGNOR:
	MCCURDY CENTER, LTD., a Florida limited partnership
	By: MCCURDY SENIOR HOUSING, LLC a Florida limited liability company, its sole general partner
	By: MCCURDY SENIOR HOUSING CORPORATION, a Florida not for profit corporation, its Managing Member
	Name: Joseph Glucksman Title: President
ACKN	OWLEDGMENT
STATE OF FLORIDA)	
COUNTY OF PALM BEACH)	
JLUCKSMAN, as President of MCCURDY SENIO Managing Member of MCCURDY SENIOR HOUS parmer of MCCURDY CENTER, 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:
	ACKN	NOWLEDGMENT
STATE OF FLORIDA)	
COUNTY OF PALM BEACH)	
GLUCKSMAN President of MCC	URDY SENIOR	ed 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 provisions thereof of such Assignment.

provisions thereof of such Assignment.	
	LIMITED PARTNERS:
	CITY LIII TAX CREDIT FUND III, LLC an Indiana limited liability company
	By: CITY REAL ESTATE ADVISORS, INC. an Indiana corporation, its Managing Member
	By: Name: Title:
ACKN	OWLEDGMENT
STATE OF INDIANA)	
COUNTY OF)	
ADMISORS INC the managing member of CITY	of CITY REAL ESTATE OF CITY REAL ESTATE LIII TAX CREDIT FUND III, LLC an Indiana limited liability ed liability company. Said person is personally known to me or on.
IN WITNESS WHEREOF, I have hereunte	o set my hand and official scal.
	Notary Public's Signature
	My commission expires:
(SEAL)	

NATIONAL CITY COMMUNITY DEVELOPMENT CORPORATION, an Ohio corporation

	Ву:
	Name:
	Title:
ACKNO	DWLEDGMENT
STATE OF OHIO	
COUNTY OF	
The foregoing instrument was acknowledged, as DEVELOPMENT CORPORATION, an Ohio corpora known to me or has produced a valid driver's license. IN WITNESS WHEREOF. I have hereunto a	
	Notary Public's Signature
	My commission expires:
(SEAL)	
The undersigned, being the CHTY OF BELL hereby acknowledges receipt and acceptance thereof the terms and provisions thereof of such Assignment	E GLADE, FLORIDA referred to in the foregoing Assignment, and consent and agree to the Assignment made therein and to
	CITY OF BELLE GLADE, FLORIDA
	A municipal corporation of the State of Florida
	By:
	Name:

Page 24 of 27

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

	Title, Mayor
	By:
	Name:
	Fitle: City Clerk
	APPROVED FOR LEGAL FORM AND SUFFICIENCY
	Hamala H. Ryan
	Title. City Attorney
Α	CKNOWLEDGMENT
STATE OF FLORIDA)	
COUNTY OF PALM BEACH ()	
The foregoing instrument was acknow	yledged before me this day of 2019, by
the City of Belle Glade, Florida, a municipal o have produced a valid driver's license as ident	as City Clerk of a comporation of the State of Florida. They are personally known to me or iffication.
	Notary Public's Signitute
	My commission expues

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 SFI LhR and the BUYFR, and in consideration of the mutual promises contained herein and other good and valuable consideration of which the narties hereto acknowledge receipt of the same, the parties agree as follows:

SELLER: McCords Center, I td., (the "ShLLirR"), 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. 36 South Mendian Street, State 600 (adianapous, IN 46204)

BUYER: Medicidy Senior Housing Corporation, (the 'BUYER'), a not for profit corporation created and existing under the lows of the State of Florida.

Address: 306 S.W. In Street Belle Glade, FL 3343).

Attn. Mr. Joseph Glacksman, President

AGREEMENT TO SELL: The SELLIR hereby agrees to sell and the Bl. VER hereby agrees to may in accordance with this Contract all that certain real property, together with all improvements, cases earls and appartenances, more particularly described as follows the "Property":

TRACES C. D and F of the Plat of BELLEF GLADE ALE, according to the Plat thereof, as recorded in Plat Book 1.1, Page 47, of the Public Records of Paim Boach Courty Florida.

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

- PURCHANE PRICE; FINANCING: BUYER hereby agrees to put SELLER Thirty
 Five Thousand Dollars (\$35,000.00) which shall be paid in the form of a Certified or
 Cushier's Check in the following member.
 - a. Deposit: BUYER has deposited with SUITER the sum of One Thousand Dollars (\$1,000,000) in the form of a Certified or Cushier's Cleeck made payable to SELLER. Said deposit shall be credited to the BUYER default, the deposit shall be released to Shillin and shall cover all figurdated damages relating to said default.

- Balance: The balance of the purchase price is 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 incurred by the SELLER as more particularly described in Section 3 c. below 1 Seller's Costs") shall be paid by the BUYDR by Certified or Cushier's Check made payable to the SELLER at the time of closing.
- c. Financing: This Contract is contingent upon BUYER having been awarded an allocation of federal 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 "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 BTER'S sole and absolute discretion, to complete the construction of BTER'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 BTYR and BTYTR'S lender.
 - 5. 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 casiomary and reasonable real estate closing expenses, including documentary stamp tax on the deed, receiting tees, abstract or title insurance fees, or title attorney's fees ("Selfer's Costs"), shall also be paid by the BUYER SELLER shall provide BUYER with copies of all Seiler'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 servey, nothing contained therein shall affect the nurchase price or terms of this contract.

- d. Title: Si LITR shall convey to BUYER insurable fille to the Property, subject only to the Permitted Exceptions set forth on Exhibit "B" attached hereb BUYER'S title company shall have until sixty (60) days after this Agreement is last executed to obtain and examine a fille communion for the Property and to notify SPITER as to any exception which is unacceptable to Buyer ("Objections"). SELLI R 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 band so that the Objections are removed from the Title Commitment. If SELIFR netifies BUYER that it is animaling 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 (b) 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, FASEMENTS, ENCUMBRANCES, RESTRICTIONS, RIGHT OF REVERTER AND PAYMENT IN LIFT OF TAXES: SUITER 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, piat 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 Resenue

- 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.

BUYER INDEMNIFICATION:

- a. Indemnification: BLYER, its officers, employees, agents, contractors, successors and assigns (collectively), the "Releasors") hereby recesses the SELLER, its officers, automoys, 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 charlenge of crictherwise related to the right of the BUYER Releasors to enter into this Contract, purchase, own, possess or otherwise use the Property. The BUYER 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 SELLER in support of this covenant.
- 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 BUYFR shall comply
- CONDITION OF THE PROPERTY: The BUYFR agrees to accept the Property and any improvements in "ASTS, 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 safety 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 concition of the Property which it may deem necessary, including but not limited to, soil borings, percolation tests, engineering and ropogrammed studies, environmental audits, welland jurisdictional surveys, and investigations of the availability of utilities, all of which inspections and investigations shall be undertaken at BLYFR'S cost and expense. Upon its completion of inspections and investigations, BLYER'S inspections, BLYER'S shall repair all damage to the Property resulting from BLYFR'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 clipity (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 BLYER shall not be entitled to a refund of any deposits.

- 9. RISK OF LOSS: In the event of any substantial damage to the Property cir excess of \$5,000 between the date of this Contract and the date of closing. SELLER shall have the option of restoring, the Jamaged Property to its condition immediately prior to the occurrence causing 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 SELLER elects not to repair the damaged Property, the BLYER'S is le remedy shall be the right to rescind this contract by giving written notice to SELLER and to receive a refund 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. If SELLER tails 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 obliquations 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 inure to the benefit of the BUYER, its beity, 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 wrong 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
- 18. SURVIVAL: The covenants of this Contract will survive closing, delivery and recording of deed, and possession of the property
- 19 ACCEPTANCE OF OFFER: This contract shall not bind the SELLER in any manner until it is approved by the limited partners of SFULER and legally executed.
- NOTICES: Any notice, request, demand, instruction or other document to be given bereauder shall be in writing and shall be in delivered personally, or this sent by a reputable overnight delivery service (such as Fedha), prepaid and specifying next day delivery or (c) sent by a 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) to business day after deposit with a reputable overaight delivery service, or (iii) two business days after deposit in the mail: (i) mailed, or (iv) upon the flic simile transmission thereof to the number shown below. A party tray change its address for receipt of notices by service of a notice of such change in accordance herewith.
- 2). BROKERAGE. The parties represent and warrant to one another that they have not dealt with any broker.

22. DISCLOSURES.

- RADON GAS. Radon is a naturally occurring radioaetive gas that when it is accurridated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. I even 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.

- e. 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 553,906, F.S.
- LEAD-BASED PAINT. If Property includes pro-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 FEGURE 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 BUYIR. 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 CLN.ER 1.1D., a cloud limited nature slap

By MCCLRDY SENIOR HOUSING, LLC, a Florida limited liability company, its sole general partner By: MCCLRDY SENIOR HOUSING CORPORATION, a Florida not for profit

By Sodah Gluckham Prasiden

corporation, its Manacine Member

Witnesses

San Poraduill

STATE OF HORDA PACM BEACH COUNTY

The foregoing instrument was acknowledged before me this 1014 day of 114 Line 1 2019, by Joseph Glacksman, as President of McCurdy Semor Housing Corporation, the managing member of McCurdy Semor Housing, ITC, a Lorada limited liability company and the sele general partner of McCurdy Center, Ltd., a Florida limited partnership. He is personally known to me.

MY COMMISSION 9 GG 172285

EXPURES Jacusty 13, 2072

Birdot Tor. Noticy Public Universities

Notary Public. State of Horida

Print Type Name

BUYER:

McCurdy Senior Housing Corporation

JOSI PHI GRUCKSMAN

Date: _7 16 .2014

Witness 12 L-

Wikiness Wiking

STATE OF FLORIDA PALM BLACH COUNTY

The toregoing instrument was acknowledged before me this of day of Julie 1, 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:

MY COUMISSAON 8 GG 172286
EXPRES. January 13, 2022
Banda: Trustation Rule, Uncorrectors

Notary Public, State of Horida

Print Type Name

EXHIBIT "A"

Record & Return to:	
dreperty Control No	

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executes this day it. 20 by McCordy stenter, I to a Plank's limited partnership whose address is the SW to Street. Belle Goode Florida 13430, strenter, to Met urely sensor Housing Corporation, a Limita notice profit corporation whose address is 406 KW 161 Street. Belle Goode, Florida 33470, Grantee.

WIINESSETHE

That the said Grenter for and in consideration of the sean on HN Dx § EARS (\$0.000) and other valuable consideration to it in hand paid by the and Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby from, bargain, and culticlain unto the said Grantee prevent all the rejet case, accrease and chair which Grantee may have a und to the following described. Such smaller lyste and being in the Chapty of Pairs Read State of Florida the "Property") to with

TRACTS C. Diand First the Plat of RECLE GLADE ALL incording to the Pior thereoil as recorded in Plat Blook III. Page 47 of the Public Records of Palm Blook County, Lordon

Property Control No. Street Belle Glace, Honda.

the Cand :

To have and to his of a same together with a condisingular together more appearances thereads belonging or an anywhole appearance, and all the estate right, take interest her equity and community whethere is all familiar, either by of equity, for the use and benefit of some Grantee forever.

TOKA THER WITH all of Country's rapit, talle and inverest 'a and to all our physic structures and either improvements located for the Familian Lang and all fistures anached to or inverporated within such posterious structures and other impassements, contentively me. Improvements.)

All of the property and property a ghts described above shall be referred to better as the "Property".

The have and the note that the persy, and all the estate ment, take interest, i.e., and county whatsoever or circums with respect to same, either in law or in equity, to the proper use and heretit of finances, its successors and disagns, forever in legislippie.

8 BHECT TO all a venants, restrictions, resements, matters of record and taxes for the current magsubsection vents, and

Granter does beceby devenue t with Grantee that in the time of the delivery of this Deco, the Property was free from any encumbrance made by Granter, and that Granter will appealably warrant title to the Property and will contend it against the lawful claims of alterescens claiming by the high of an let Grant in rational assessment error

IN WITNESS WEITREOF Grandor has executed this deed on the date first move write a

	By MCG FDY SINJUR HOUSING THE STATE of conditional fland to company, its ode control partner. Its MCG FROY SINJUR TO RESIDENCE CORPORATION of the radiation for profession permittent to take Managin, Member 1997.
Williams.	Iss
Print Type Witness Name	
Date. tpm	
Witness ¹	
Print Expe Winness Name	
STATE OF FLORIDA PALM BLACH COUNTY	
The toregoing astromert was 2.4% whedging the people of McCardy State Managing Member of McCardy Senior House surface of McCardy Coster 111, a Florada Landing to 2	eriest Heusing Corporation, L. Foundaire into profit conjugation to U.S. C. Florida impressionables communication the soft measured
Notary Pers	fil State of Flor de
[from Corne	N 70%

MOTERDS (ENFRANTELL) Florida for ted numerobio

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 cortained 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 26575, Page 862, and in Official Records Book 26626, Page 301
;	Fasement in layor of the City of Belle Glade in Official Records Book 658, Page 232.
4	Restrictions, dedications, and cusements as contained on the Plat of BLLLU GLADF Al.h. recorded 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 900, Official Records Book 19574, Page 1275, and Official Records Book 20575, Page 671
6.	Land Use Restriction Agreement by and between McCardy Center, Etd. and Florida Housing Finance Corporation recorded on June 16, 2008, in Official Records Book 22702, Page 1484.
-	Non-Exclusive Access hasement in favor of the City of Belle Glade recorded in Orficial Records Book 23777, Page 472

All recording references shall refer to the Public Records of Pulm 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>	0.09
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	.05
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"

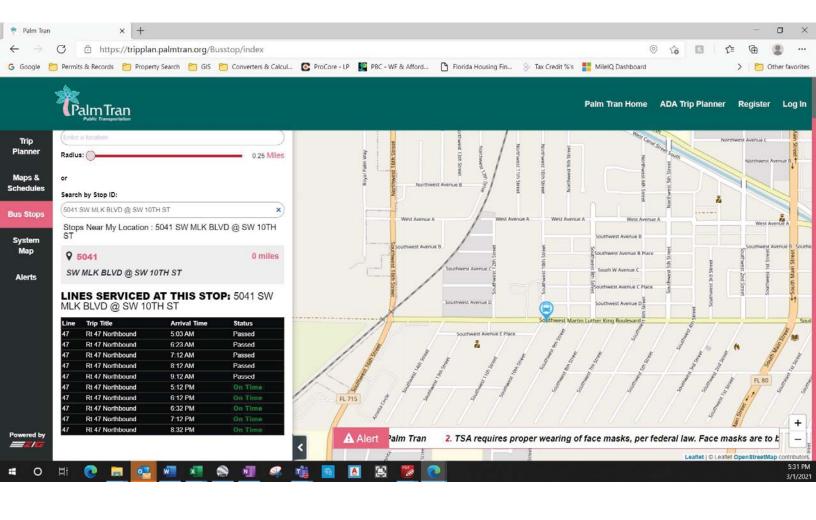


EXHIBIT "G"

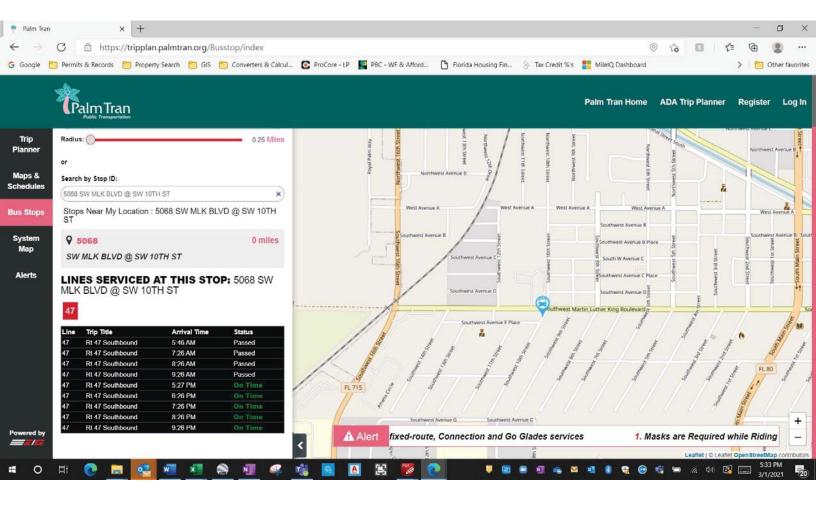


EXHIBIT "H"

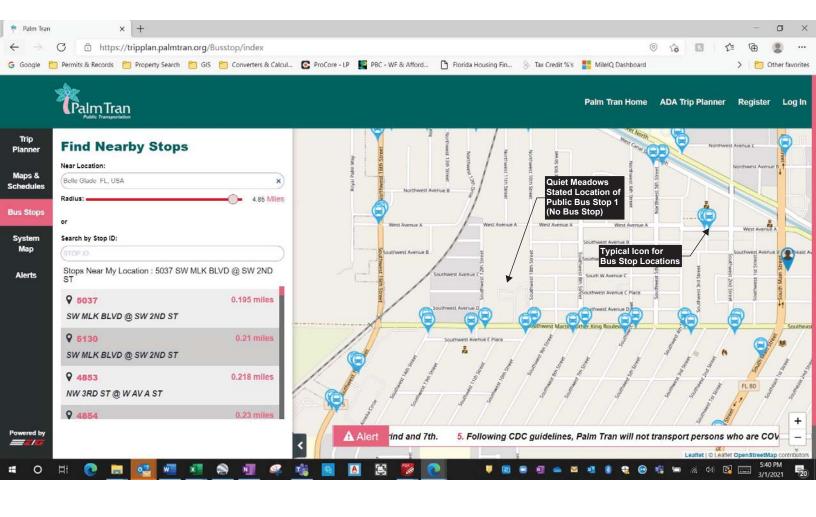


EXHIBIT "I"



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

Violation	Compliance	
Number	<u>Status</u>	Violation Description
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



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

Violation	Compliance	
<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>				
<u>Number</u>	<u>Citation Description</u>	cos	Observation	
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	区	FOOD SERVICE AREA: EMPLOYEE DID NOT WASH HANDS IN BETWEEN CHANGING TASKS WHILE PROCESSING READY TO EAT FOOD. COS: EMPLOYEE WAS INFORMED OF WHEN TO WASH HANDS. EMPLOYEE CORRECTLY WASHED HANDSDURING VISIT.	P
9	Food not obtained from sources that comply with law. 3-201.11(A) P	X	RETAIL AREA: PREPACKAGED ICE BAGS AND ICE CUPS OBTAINED FROM AN UNAPPROVED SOURCE. COS: ICE VOLUNTARILY DISCARDED DURING VISIT.	P
13	Food not protected from cross contamination by storage in packages, covered containers or wrappings. 3-302.11(A)(4)	\boxtimes	FOOD SERVICE AREA: OPEN DELI MEATS IN DELI CASE STORED UNCOVERED. COS: DELI MEATS COVERED DURING VISIT.	



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<u>Violation</u>	Citation Description	സ	<u>Observation</u>	
<u>Number</u> 14	Equipment food-contact surface or utensil not clean to sight and touch. 4-601.11(A) Pf	<u> </u>	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	\boxtimes	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	⊠	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

Violation 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



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Violation Number	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

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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 acknown the first page of this document are correct, or I have written the contract of the con	· ·
(Signature of FDACS Representative)	(Signature of Representative)
JANNET CRISOSTOMO, SANITATION AND SAFETY SPECIALIST	MUNTAZIM TAMIN, PERSON IN CHARGE
	Print Name and Title

EXHIBIT "J"



Housing Finance Authority of Palm Beach County

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

www.pbchfa.org

Chairperson

Bobby "Tony" Smith

Vice Chair

Robin B. Henderson

Secretary

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Clark D. Bennett Gary P. Eliopoulos James H. Harper, Sr. Charles V. St. Lawrence

Executive Director

David M. Brandt dbrandt@pbcgov.org (561) 233-3652

Administrative Assistant

Jennifer M. Hamilton jhamilto@pbcgov.org (561) 233-3656

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

November 6, 2020

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

Re: Florida Housing RFA 2020-205

Dear Mr. Glucksman:

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

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

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

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

Sincerely,

David Brandt Executive Director

EXHIBIT "K"



November 6, 2020

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

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

Dear Mr. Glucksman:

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

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

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

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

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

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

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

Very truly yours, R4 CAPITAL FUNDING LLC

By:

James D. Spound President

Please acknowledge receipt of this letter by signing below.

By: Joseph Glucksman

R4 Capital Funding

EXHIBIT "L"



727 329 5479 CREALLC COM

November 10, 2020

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

Re: Quiet Meadows (the "Project")

Dear Mr. Glucksman:

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

1) Project Information and Assumptions

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

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

b) Participants

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

c) Project Timeframe

Closing Date: July 1, 2021

Construction Completion Date: January 1, 2023

Qualified Occupancy Date: July 1, 2023

Stabilized Operations Date: October 1, 2023

d) Tax Credit Delivery and Pricing

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

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

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

\$664,066 (50%) in 2023

\$1,328,132 (100%) in 2024 through 2032

\$664,066 (50%) in 2033

The Financial Forecasts will reflect equity amounts calculated as follows:

LIHTC Equity

Total Federal Equity:

2020 Federal LIHTC Request: \$13,282,784

Limited Partner Interest: 99.989%

Credit Price: \$0.95

TOTAL LIMITED PARTNER EQUITY \$12,617,257

\$12,617,257

\$100

CREA SLP, LLC Equity:

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

2) Limited Partner's Capital Contribution

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

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

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

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

- occupancy of at least 90%, (iii) closing and funding of the Permanent Loan has occurred, and (iv) the Project has satisfied the Debt Coverage Ratio Requirement.
- 5) \$630,863 (5.00%), (the "Fifth Installment"), will be funded upon the later to occur of January 1, 2024 and satisfaction of the following conditions, as determined by the SLP:
 - a) the IRS Form 8609 for all buildings;
 - b) receipt of the approved and recorded Restrictive Covenant; and
 - c) an executed copy of the Deferred Developer Fee Note; and
 - d) a copy of the filed 168(h) election (if applicable).
- b) All equity Installments during the construction period (including the Construction Completion installment) will be funded on a monthly draw basis. Concurrently with the date a construction draw request is made to a lender, or when an Installment is requested during the construction period, the General Partner will furnish to the SLP a copy of any documents submitted to a lender as part of a construction draw or as otherwise required herein.

3) Cash Flow Distributions

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

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

4) CREA Fees

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

5) Other Matters

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

(signature page follows)

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

Very truly yours,

CREA, LLC

Name: Mike Boyle Title: Senior Vice President

Agreed and Accepted:

Developer

EXHIBIT "B"

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 SECOND AMENDED FORMAL WRITTEN PROTEST AND PETITION FOR FORMAL ADMINISTRATIVE PROCEEDINGS

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

The Parties and the RFA

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

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

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

Notice and Authority for Petition

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

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

RFA 2020-205 Goals and Criteria

- 21. The RFA sought proposals for affordable housing that would serve Families or the Elderly. The RFA also announced certain preferences, including preferences for proposals that met the needs of Veterans and Applicants that were "Self-Sourced."
 - 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	٦	F
2021-244BS	Princeton Crossings	Miami-Dade	L	F

2021-246BS Cadenza Haciend	l Collier	М	E, Non- ALF
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2021-258S	Nathan Ridge	Clay	М	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

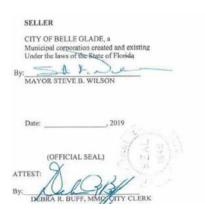
35. However, two of the Applications selected for funding did not meet the eligibility requirements of the RFA or failed to qualify for preferences they were awarded. The Applications of Quiet Meadows, LTD. and Fulham Terrace, Ltd. should not have been selected for funding.

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.

Quiet Meadows Failed to Meet Eligibility Requirements – Bond Request

- 68. The RFA requires that if Applicants are using County HFA-issued Tax-Exempt Bonds as a source of funding that they must, provide a letter from the entity issuing the Tax-Exempt Bonds that, among other things, "confirms that the Applicant has submitted an application for Tax-Exempt Bonds for the Development proposed in this RFA." RFA at pp. 68-69.
- 69. The letter submitted from Executive Director of the Housing Finance Authority of Palm Beach County confirms that Quiet Meadows, LLC has applied for Tax Exempt Bonds. Quiet Meadows, LLC, however, is not the Applicant but rather the general partner of the Applicant, Quiet Meadows, Ltd. A true and correct copy of the letter from the Housing Financing Authority of Palm Beach County is attached hereto as Exhibit "J."
- 70. The issuance and use of tax-exempt bonds is fundamental and critical to the award of 4% housing credits and competitive SAIL funding awarded under the RFA. To qualify for 4% housing credits under Section 42 of the Internal Revenue Code, the Applicant entity must be the recipient/borrower of the tax-exempt bonds. If the general partner is the borrower of the tax-exempt bonds the development will not qualify for housing credits. The distinction is material and cannot be considered a minor irregularity.
- 71. Quiet Meadows should be deemed ineligible for failing to satisfy an Eligibility Item which requires applicants to provide Applicant's MMRB Request Amount (if Corporation-issued Bonds) or Bond Request Amount and Other Required Information (if Non-Corporation-issued Bonds). RFA at p. 87.

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

Quiet Meadows' Invalid Financing Proposal

- 73. The RFA requires that applicants provide documentation of all Non-Corporation Funding Proposals to be counted as a source on the Development Cost Pro Forma. RFA at p. 71. "Financing proposal documentation, regardless of whether the documentation is in the form of a commitment, proposal, term sheet, or letter of intent, **must** meet the following criteria.
 - 74. Each financing proposal shall contain:
 - Amount of the construction loan, if applicable;
 - Amount of the permanent loan, if applicable;
 - Specific reference to the Applicant as the borrower or direct recipient; and
 - Signature of lender.

RFA at p. 72.

- 75. The Applicant included a letter from R4 Capital Funding which was addressed to Joseph Glucksman, McCurdy Senior Housing Corporation (the "R4 Capital letter"). The R4 Capital letter fails to mention the Applicant, Quiet Meadows, Ltd., or make any specific reference to the Applicant as the borrower or direct recipient. A true and correct copy of the R4 Capital Letter is attached hereto as Exhibit "K".
- 76. All Applicants must complete the Development Cost Pro Forma listing the anticipated expenses or uses, the Detail/Explanation Sheet, if applicable, and the Construction or Rehab Analysis and Permanent Analysis listing the anticipated sources(both Corporation and non-

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

- 77. The R4 Capital letter does not meet the mandatory requirements of the RFA. Thus, the bonds described within the letter should not be counted or included as a source on the Development Cost Pro Forma resulting in both a construction funding shortfall and permanent funding shortfall. This error is not a minor irregularity that can be waived.
- Reclusive of the lack of any reference to the Applicant, there is no way to demonstrate that the R4 Capital Letter pertains to the Quiet Meadows Development Site. The only references to specific locations in the R4 Capital Letter are (i) "Quiet Meadows, Belle Glade, FL" and (ii) "306 SW 10th Street, Belle Glade, FL 33430". Reference (i) includes no specific address and thus, cannot be relied upon to determine the location of the Development Site with any specificity. Reference (ii) provides an address which is inconsistent with Quiet Meadows' (a) address of Development Site in Exhibit A of its application, (b) Development Location Point, (c) contracts for purchase and sale of property in Attachment 8, (d) zoning verification form in Attachment 9, (e) verification of water availability in Attachment 10, and (f) verification of sewer availability in Attachment 11. Thus, it cannot be demonstrated that the R4 Capital Letter pertains to the Applicant or Development Site.

Quiet Meadows' Invalid Equity Proposal

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

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

- (ii) If syndicating/selling the Housing Credits, the Housing Credit equity proposal must meet the following criteria:
 - Be executed by the equity provider;
 - Include specific reference to the Applicant as the beneficiary of the equity proceeds;
 - State the proposed amount of equity to be paid prior to construction completion;
 - State the anticipated Housing Credit Request Amount;
 - State the anticipated dollar amount of Housing Credit allocation to be purchased; and
 - State the anticipated total amount of equity to be provided.

RFA at p. 67 (emphasis added).

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

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

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

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

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

Quiet Meadows Principals Disclosure Deficiencies

- 83. Quiet Meadows also failed to properly disclose certain officers and directors of the Palm Beach County Housing Authority ("PBCHA") as of the application deadline.
 - 84. As it relates to principals disclosure, the RFA provides in pertinent part:
 - c. Principals Disclosure for the Applicant and for each Developer (5 points)
 - (1) Eligibility Requirements

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

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

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

RFA at p. 15.

- 85. Florida Administrative Code Rule 67-48.002(94) defines "Principal" as follows:
- (94) "Principal" means:
- (a) For a corporation, each officer, director, executive director, and shareholder of the corporation.
- (b) For a limited partnership, each general partner and each limited partner of the limited partnership.
- (c) For a limited liability company, each manager and each member of the limited liability company.
- (d) For a trust, each trustee of the trust and all beneficiaries of majority age (i.e.; 18 years of age) as of Application deadline.
- (e) For a Public Housing Authority, each officer, director, commissioner, and executive director of the Authority.
- 86. In the third principal disclosure level, Quiet Meadows failed to list the following officers and directors of the PBCHA: (1) Kerry James, Chief Administrative Officer, PBCHA; (2) Tammy McDonald, Chief Development Officer, PBCHA; and (3) Gloria Bowens, Housing Choice Director, PBCHA. The failure to disclose these officers and directors is a material deviation from the requirements of the RFA. This error is not a minor irregularity that can be waived.

Fulham Terrace Failed to Earn Community Service Points

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

"Medical Facility"

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

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

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

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

(3) Community Services

Private Transportation - 2 pts

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

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

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

Recalibration and Substantial Effect

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

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

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

Disputed Issues of Material Fact and Law

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

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

- g. Whether Cano Health Riverview is restricted to serving a class of patients, those over 18 years of age;
- h. Whether Florida Housing's decision to award proximity points to Fulham

 Terrace was arbitrary and capricious;
- i. Whether Florida Housing's decision to award proximity points to Fulham
 Terrace was contrary to competition;
- j. Whether Florida Housing's decision to award proximity points to Fulham
 Terrace was clearly erroneous; and
- k. Such other disputed issues as are raised in this proceeding or identified during discovery.

Statutes and Rules Entitling Relief

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

Ultimate Statement of Facts and Law

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

Request for Relief

MHP requests the following relief:

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

Dated on this 23rd day of March, 2021.

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