



MEMORANDUM

Amended
Agenda Item No. 14(A)(3)


TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: September 18, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution authorizing execution
of amendments to ground leases
with Mourning Family Foundation,
Inc. a Florida Not-For-Profit
Corporation
Resolution No. R-750-12

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Audrey M. Edmonson.




R. A. Cuevas, Jr.
County Attorney

RAC/smm

Date: September 18, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez 
Mayor

Subject: Amendments to the Lease Agreements with Alonzo Mourning Charities, Inc. – for the development of the site adjacent to the County's Culmer Neighborhood Service Center

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution which authorizes the following:

- Execution of the *Amendment to Ground Lease for Phase I (Family Units)* and consent to the *Amendment to Sublease Agreement (Family)*; and
- Execution of the *Amendment to Ground Lease for Phase II (Elderly Units)* and consent to the *Amendment to Sublease Agreement (Elderly)*.

The attached Amendments to Ground Leases and Amendments to Sublease Agreements have been prepared by the Internal Services Department at the request of Community Action and Human Services and are subject to the following provision: Pursuant to Article 6.3 of the leases being amended by this item, Lessee agree to, at Lessees sole expense, incorporate facade improvements to businesses along NW 3rd avenue, North of NW 16th street and south of NW 17th street, which abut the property. The obligation to perform such facade improvements are not impacted by the amendments set forth in this item and Lessee shall continue to have the obligation to perform those facade improvements at Lessees sole expense and in a time and manner acceptable to and approved by the County.

The Ground Leases for both phases are between the County and the Mourning Family Foundation, Inc., a Florida not-for-profit corporation formerly known as Alonzo Mourning Charities, Inc. Amendments to Ground Leases for both phases do the following:

- change the name of the Lessees from Alonzo Mourning Charities, Inc. to Mourning Family Foundation, Inc.;
- change the "Commencement Date" of Phase I of the development to one year from the approval of this Amendment by the Board, as opposed to when the Lessee closes on its construction financing and receives low-income housing tax credits;
- change the time periods for the both the commencement and completion of construction for all phases to December 31, 2012 from June 30, 2012;
- reduce the number of family units from 95 to 79;
- increase the number of elderly units from 95 to 114;
- increase the total number of units in the project from 180 to 193;
- reduce the number of parking spaces to be built from 107 to 70;
- provide for payments to the County in total amount of \$111,000 to offset the reduced parking requirement;
- In addition to the Base Rent of \$1.00 per year for each Phase, provide for four additional payments to the County of \$25,000 each to assist the Community Action and Human Services Department with programming at the Culmer Neighborhood Service Center;
- add language regarding the rebuilding of Demised Premises following a casualty.

Amendments to Sublease Agreements do the following:

- provide for Mourning Family Foundation, Inc. to sublease to AMC GTG 1 Phase I of the development and to sublease to AMC HTG 2 Phase II of the development.

SCOPE

The County-owned property is located at the Southwest corner of NW 3 Avenue and NW 17 Street, in Commission District 3.

FISCAL IMPACT/FUNDING SOURCE

The County will generate \$211,000 in revenue from payments by the developer.

TRACK RECORD/MONITOR

The County has no record of negative performance issues with Mourning Family Foundation, Inc. Leland Salomon, Acting Assistant Director, Internal Services Department is the project's monitor.

DELEGATION OF AUTHORITY

Authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

BACKGROUND

This property was originally leased and approved for development by the Alonzo Mourning Charities, Inc. on December 2, 2008 by Resolution R-1369-08 for a term of 65 years. On January 5, 2012, AMC HTG 1, Ltd. and AMC HTG 2, Ltd. submitted a new Financial Plan as provided for in Section 21.2.7 of the Lease Agreement. Staff reviewed the new plan and met with the developer to restructure the lease to allow for a new funding model as well as new time periods to allow them to complete the development. On June 7, 2012 the Board approved Resolution R-522-12 granting the parties an extension of 180 days to complete negotiations.

Additional property details are as follows:

TENANT:

Mourning Family Foundation, Inc. is subleasing the property as follows:

- AMC HTG 1 Ltd., as the sub lessee of the Tenant for Phase I, and
- AMC HTG 2 Ltd. as a sub-sub lessee of Tenant for Phase II.

COMPANY PRINCIPALS:

Alonzo Mourning – CEO, Director
Allen Furst – Treasurer, Director
Albert E. Dotson, Jr. – Director
Tracy W. Mourning – President, Director

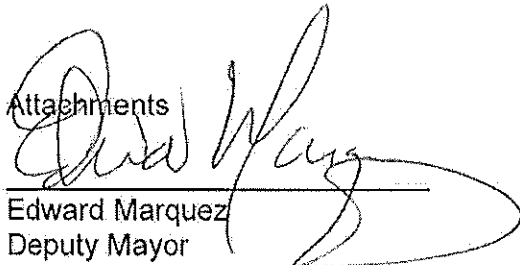
USE:

Approximately 255,258 square feet of County-owned land for the development of affordable housing.

EFFECTIVE DATES
OF AMENDMENT:

Commencing on the first day following the passage of this Resolution by the Board and terminating as provided for in the Lease.

Attachments

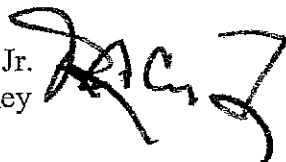

Edward Marquez
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: September 18, 2012

FROM: R. A. Cuevas, Jr.
County Attorney 

SUBJECT: Amended
Agenda Item No. 14(A)(3)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 14(A)(3)
9-18-12

RESOLUTION NO. R-750-12

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENTS TO GROUND LEASES WITH MOURNING FAMILY FOUNDATION, INC. A FLORIDA NOT-FOR-PROFIT CORPORATION, (FORMERLY KNOWN AS ALONZO MOURNING CHARITIES, INC.) WITH A TOTAL FISCAL IMPACT TO THE COUNTY INCREASING REVENUE BY \$211,000; CONSENTING TO AMENDMENTS TO SUBLEASES; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Amendments to Lease and Amendments to Sublease Agreements between Miami-Dade County and Mourning Family Foundation, Inc., a Florida not-for-profit corporation (formerly known as Alonzo Mourning Charities, Inc.) for premises to be utilized by the Mourning Family Foundation, Inc., for the development of affordable housing with a total fiscal impact to Miami-Dade County increasing revenue by \$211,000, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor's designee to execute the Amendments to Leases and Consent to the Amendments to Subleases for and on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner **Audrey Edmonson**,
who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz**,
and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	aye	
	Audrey M. Edmonson, Vice Chairwoman	aye	
Bruno A. Barreiro	aye	Lynda Bell	absent
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

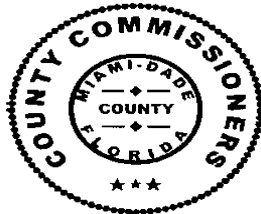
The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of September, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Christopher Agrippa

By: _____
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "SDS", is written over a horizontal line.

Shannon D. Summerset

AMENDMENT TO GROUND LEASE
PHASE I (Family Units)

This Amendment to Ground Lease ("Amendment") is made as of _____, 2012, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "COUNTY" or the "LESSOR" and MOURNING FAMILY FOUNDATION, INC., a Florida not-for-profit corporation, f/k/a Alonzo Mourning Charities, Inc., hereinafter called the "LESSEE."

WHEREAS, LESSOR and Alonzo Mourning Charities, Inc. ("AMC"), entered into that certain Ground Lease dated December 19, 2008 (the "Ground Lease");

WHEREAS, AMC changed its name to Mourning Family Foundation, Inc. on July 5, 2012; and

WHEREAS, LESSOR and LESSEE desire to enter into this Amendment to amend the Ground Lease;

NOW THEREFORE, for good and sufficient mutual consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed to by LESSOR and LESSEE as follows:

1. The Ground Lease remains in full force and effect, and remains unmodified except as expressly amended hereby. The foregoing recitals are true and correct and incorporated herein.

2. Exhibits:

- A. EXHIBIT "A", the Legal Description of the DEMISED PREMISES, is hereby deleted and replaced with the attached Exhibit "A".
- B. EXHIBIT "B", the Project Timeline is hereby deleted and replaced with the attached Exhibit "B".
- C. EXHIBIT "C", the attached Preliminary Site Plan, is hereafter part of the Ground Lease.

3. The second paragraph of Section 3.1 of the Ground Lease is hereby deleted and replaced with the following:

3.1 In the event that the LESSEE (i) fails to close on the Tax Exempt Bonds from the Miami-Dade County Housing Finance Authority and fails to receive a Grant from the Southeast Overtown/Park West Community Redevelopment Agency by one year from the approval of this Amendment by the Board of County Commissioners, this Lease and the Lease Agreement for PHASE II (Elderly Units) shall terminate automatically. Evidence of the above shall be delivered to LESSOR within thirty (30) days of its receipt by LESSEE. The Term

of this Amendment may only be extended, as allowed by the terms of this LEASE.

4. Section 5.2 of the Ground Lease is hereby deleted and replaced with the following:

3.2 LESSEE agrees to pursue an allocation of Tax Exempt Bonds from the Miami-Dade County Housing Finance Authority and a Grant from the Southeast Overtown/Park West Community Redevelopment Agency, both of which shall close by one year from the approval of this Amendment by the Board of County Commissioners.

5. Sections 4.1.1 and 4.1.2 of the Ground Lease are hereby deleted and replaced with the following:

4.1.1 Approximately seventy nine (79) affordable family residential housing units (the "Residential Units"), all of which shall be rented to households with gross incomes at or below sixty percent (60%) of Adjusted Median Income (the "Income Requirement"), together with common areas and amenities appurtenant thereto, to be leased or provided to persons qualifying under Sec. 42 of the Code and Miami-Dade County Surtax guidelines. Notwithstanding the foregoing, one (1) unit occupied by a property management employee, may be exempt from the Income Requirement, and

4.1.2 A Parking Lot substantially in accordance with the attached Exhibit "C," containing not less than 70 spaces, shall be constructed as part of this Phase I of the Development for the exclusive use of LESSOR. The Residential Units, plus related amenities, together with other improvements, fixtures and structures and the Parking Lot, are hereinafter referred to as the "Development."

4.1.2.1 In lieu of building an additional 37 parking spaces, the LESSEE agrees to pay the sum of one hundred and eleven thousand and no/100 dollars (\$111,000.00) to the LESSOR in four (4) equal payments of twenty-seven thousand seven hundred and fifty and no/100 dollars (\$27,750.00). The first payment is due within fifteen (15) days of LESSEE's closing on its construction loan and the three (3) subsequent payments shall each be due ninety (90) days from the previous payment.

6. Section 4.1.3 of the Ground Lease is hereby deleted.

7. Section 4.7 of the Ground Lease is hereby deleted.

8. Section 5.2 is hereby inserted as follows:

5.2 In addition to the Base Rent, the LESSEE agrees to pay LESSOR the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) in two installments of Twenty-five Thousand and no/100 Dollars (\$25,000.00) each, the first payment becoming due upon the closing of the construction financing for this Phase I of

the project and the second payment becoming due twelve (12) months from the closing of the construction financing for this Phase I of the project. In the event neither LESSEE nor its sublessee closes on construction financing, no additional amounts will be owed.

9. The last sentence of Section 8.1 of the Ground Lease is hereby deleted and replaced with the following:

All construction required pursuant to this LEASE shall be completed by December 31, 2014, unless a later date is approved in writing by the County Mayor or the County Mayor's designee.

10. Section 11.1 is hereby modified to add the following at the end thereof:

Notwithstanding the foregoing, during the thirty (30) year period commencing upon the issuance of a certificate of occupancy for Phase I ("Restoration Period"), in the event the improvements to the DEMISED PREMISES suffer any casualty, damage or destruction LESSEE shall restore the Development to its pre-casualty condition, as soon as practical thereafter, irrespective of available insurance proceeds. The termination rights of LESSEE set forth in this Section 11.1 shall not be available to LESSEE until the expiration of the Restoration Period.

11. Section 21.2.7 of the Ground Lease is hereby deleted and replaced with the following:

21.2.7. Failure of the LESSEE to comply with the provisions of Section 3.1 as amended herein.

10. Section 23.1 of the Ground Lease is hereby deleted and replaced with the following:

23.1 It is understood and agreed between the PARTIES hereto that written notice addressed and sent by any nationally recognized overnight delivery service or by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

IF TO LESSOR:

Miami-Dade County Mayor
Stephen P. Clark Center
111 N.W. First Street
Twenty Ninth Floor
Miami, Florida 33128

with copy to:

County Attorney

Stephen P. Clark Center
111 N.W. First Street
Suite 2810
Miami, Florida 33128

and

Internal Services Department
Director
Stephen P. Clark Center
111 NW 1st Street
Suite 2103
Miami, Florida 33128

IF TO LESSEE:

Richard Goldstein, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
200 S. Biscayne Blvd., Suite 2500
Miami, Florida 33131

with copy to:
Randy Rieger
Principal
Housing Trust Group, LLC
3225 Aviation Avenue, Suite 602
Miami FL 33133

with additional copy to:

Richard E. Deutch, Jr., Esq.
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

11. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Ground Lease, the terms and provisions of this Amendment shall control. Any capitalized terms not defined in this Amendment shall have the meaning as set forth in the Ground Lease.

12. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Amendment and any signatures thereof shall be considered for all purposes as originals.

(Signatures on Following Page)

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Amendment to be executed by their respective and duly authorized officers the day and year first above written.

LESSEE:

WITNESSES:

MOURNING FAMILY FOUNDATION, INC., a Florida non-profit corporation, f/k/a Alonzo Mourning Charities, Inc.

Isabelle Duran
Print Name: Isabelle Duran

By: Allen S. First

Courtney Callendo
Print Name: Courtney Callendo

Name: Allen S. First

Title: Secretary/Treasurer

(OFFICIAL SEAL)

LESSOR:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

By: _____
County Manager

Approved as to form and legal sufficiency:

Assistant County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Exhibit "A"

LEGAL DESCRIPTION:

A portion of Tract "10", of "TOWNPARK SUBDIVISION 4 U.R. PROJECT FLA. R-10", according to the Plat thereof, as recorded in Plat Book 87, Page 52, of the Public Records of Miami-Dade County, Florida. More particularly described as follows:

Commence at the Southeast corner of said Tract 10; thence S87deg49min21secW, along the South line of said Tract 10 for 170.98 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence N02deg26min09secW, for a distance of 96.17 feet; thence S88deg29min15secW, for a distance of 18.78 feet; thence S88deg25min41secW, for a distance of 127.00 feet; thence N01deg32min10secW, for a distance of 97.52 feet to a point on the South line of a 40.00 feet Utility Easement; thence S87deg43min18secW, along said South Line of a 40.00 feet Utility Easement, for a distance of 153.71 feet; the next three(3) courses and distances being along the West Line of said Tract 10; 1) thence S01deg34min19secE, for a distance of 133.50 feet to a point of curvature of a circular curve to the left, 2) concave to the Northeast; thence South, Southeasterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 57deg46min09sec for an arc distance of 25.21 feet to a point of reverse curvature of a circular curve to the right, 3) concave to the Southwest; thence Southeasterly along the arc of said curve, having for its elements a radius of 50.00 feet, through a central angle of 85deg05min44sec for an arc distance of 48.08 feet to a point on the South Line of said Tract 10, thence N87deg49min21secE, along said South Line, for a distance of 255.92 feet to the POINT OF BEGINNING.

Containing 42,996.51 Square Feet or 0.99 Acres more or less.

LEGEND

- P.O.C. - POINT OF COMMENCE
- P.O.B. - POINT OF BEGINNING
- P.O.T. - POINT OF TERMINATION
- P.B. - PLAT BOOK
- PAGE - PAGE
- M - MONUMENT LINE
- C.L. - CENTER LINE

CULMER CENTER 1600 NW 3rd AVE-PARCEL C



FORD, ARMENTEROS & MANUCY, INC.
 1950 N.W. 94th AVENUE; 2nd FLOOR.
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805.

TYPE OF PLOT:	SKETCH AND LEGAL DESCRIPTION		
SKETCH NO.:	LEGAL DESCRIPTION TO ACCOMPANY SKETCH		
PROJECT NO.:	HOUSING TRUST GROUP, LLC		
DATE:	LD.	DATE:	10-06-08
DATE CHECKED BY:	SCALE:	N/A	
DATE:	PROJECT NO.:	08-047-1000	
2			of 3 sheets

EXHIBIT "B"
PROJECT TIMELINE*

6/30/12 - CRA Board Approval of Grant funding

5/1/12 to 8/31/12 - Final Underwriting Process by Miami-Dade County Housing Finance Authority and Florida Housing Finance Corporation for Housing Credits; Permitting activities.

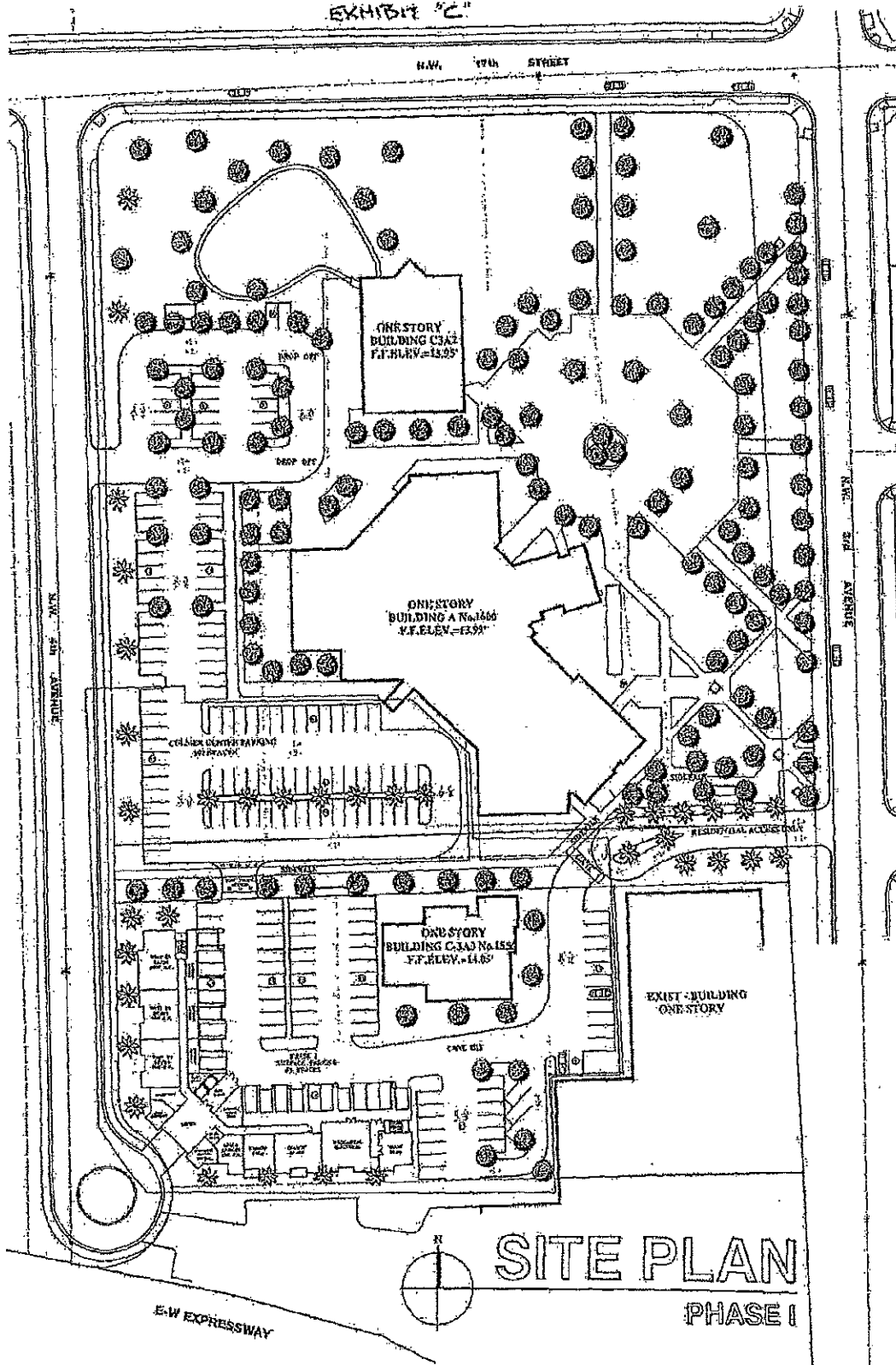
12/1/12 - Commence construction.

4/30/14 - Certificate of Occupancy

5/1/14 - Residents move in.

*All dates are estimates only.

EXHIBIT "C"



SITE PLAN
PHASE I

AMENDMENT TO SUBLEASE AGREEMENT

(Family)

This Amendment to Sublease Agreement ("Amendment") is made as of this _____ day of _____, 2012, by and between **MOURNING FAMILY FOUNDATION, INC.**, a Florida not-for-profit corporation, *flk/a* Alonzo Mourning Charities, Inc. ("Sublessor"), and **AMC HTG I, LTD.**, a Florida limited partnership ("Sublessee").

WITNESSETH:

A. Sublessor, as lessee, leased from Miami-Dade County, Florida, as lessor ("Landlord" or "County"), certain lands ("Demised Premises"), pursuant to that certain Ground Lease dated December 19, 2008, which was amended by that certain Amendment to Ground Lease, dated _____, 2012 ("Ground Lease Amendment"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (collectively herein known as the "Lease").

B. Sublessor and Sublessee entered into that certain Sublease Agreement, dated April 22, 2009 (the "Sublease"), pursuant to which Sublessor has agreed to sublease to Sublessee the Demised Premises.

C. Alonzo Mourning Charities, Inc., changed its name to Mourning Family Foundation, Inc., on July 5, 2012.

D. Sublessor and Sublessee intend to modify and amend the Sublease and acknowledge the Ground Lease Amendment.

E. **NOW, THEREFORE**, for value received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Lease and/or Sublease.

2. Sublessee agrees to perform and be bound by all of the obligations of the lessee under the Lease and specifically the modifications as noted in the Ground Lease Amendment, as it may be further amended from time to time, and to fully and faithfully observe and perform each and every term, covenant, and condition of the Lease, as it may be amended from time to time, which the lessee thereunder is obligated to observe and perform, except as specifically modified by the Sublease.

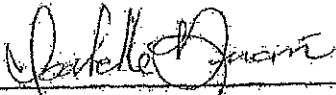
3. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Sublease, the terms and provisions of this Amendment shall control.


4. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Amendment and any signatures thereof shall be considered for all purposes as originals.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument, as of the day and year first above written.

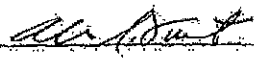
WITNESSES:


Name: Isabelle Duran


Name: Courtney Callondo

SUBLESSOR:

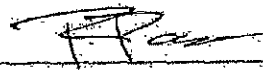
MOURNING FAMILY FOUNDATION, INC., a Florida non-profit corporation, d/b/a Alonzo Mourning Charities, Inc.

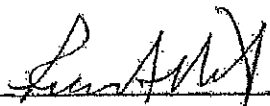
By: 

Name: Allen S. Fucet

Title: Secretary/Treasurer

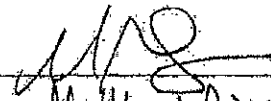
SUBLESEE:


Name: Rodrigo Paredes


Name: Richard A. Mettief

AMC HTG 1, LTD., a Florida limited partnership

By: AMC HTG 1 GP, LLC, a Florida limited liability company, its managing general partner

By: 

Name: Matthew Rieger

Title: Vice President

AMENDMENT TO GROUND LEASE
PHASE II (Elderly Units)

This Amendment to Ground Lease ("Amendment") is made as of _____, 2012, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "COUNTY" or the "LESSOR" and MOURNING FAMILY FOUNDATION, INC., a Florida not-for-profit corporation, f/k/a Alonzo Mourning Charities, Inc., hereinafter called the "LESSEE."

WHEREAS, LESSOR and Alonzo Mourning Charities, Inc. ("AMC"), entered into that certain Ground Lease dated December 19, 2008 (the "Ground Lease");

WHEREAS, AMC changed its name to Mourning Family Foundation, Inc. on July 5, 2012; and

WHEREAS, LESSOR and LESSEE desire to enter into this Amendment to amend the Ground Lease;

NOW THEREFORE, for good and sufficient mutual consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed to by LESSOR and LESSEE as follows:

1. The Ground Lease remains in full force and effect, and remains unmodified except as expressly amended hereby. The foregoing recitals are true and correct and incorporated herein.

2. Exhibits:

- A. EXHIBIT "A", the Legal Description of the DEMISED PREMISES, is hereby deleted and replaced with the attached Exhibit "A".
- B. EXHIBIT "B", the Project Timeline is hereby deleted and replaced with the attached Exhibit "B".
- C. EXHIBIT "C", the attached Preliminary Site Plan, is hereafter part of the Ground Lease.

3. The second paragraph of Section 3.1 of the Ground Lease is hereby deleted and replaced with the following:

3.1 In the event that the LESSEE i) has not received written notice by December 31, 2013 from FHFC that the Housing Tax Credits have been allocated (Allocation Letter), or ii) fails to close on the construction loan and syndication of the Housing Credits by December 31, 2014, this Lease Agreement for PHASE II (Elderly Units) shall terminate automatically. Evidence of the above shall be delivered to LESSOR within thirty (30) days of its receipt by LESSEE. The Term of this Amendment may only be extended, as allowed by the terms of this LEASE.

4. Section 3.2 of the Ground Lease is hereby amended as follows:

3.2 "...the Effective Date of this LEASE and 2013."

5. Section 4.1.1 of the Ground Lease is hereby deleted and replaced with the following:

4.1.1 Approximately one-hundred and fourteen (114) affordable elderly residential housing units (the "Residential Units"), all of which shall be rented to households with gross incomes at or below sixty percent (60%) of Adjusted Median Income (the "Income Requirement"), together with common areas and amenities appurtenant thereto, to be leased or provided to persons qualifying under Sec. 42 of the Code and Miami-Dade County Surtax guidelines. Notwithstanding the foregoing, one (1) unit occupied by a property management employee, may be exempt from the Income Requirement, and

6. Section 5.2 is hereby inserted as follows:

5.2 In addition to the Base Rent, the LESSEE agrees to pay LESSOR the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) in two installments of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) each, the first payment becoming due upon the closing of the construction financing for this Phase II of the project and the second payment becoming due twelve (12) months from the closing of the construction financing for this Phase I of the project. In the event neither LESSEE nor its sublessee closes on construction financing, no additional amounts will be owed.

7. The last sentence of Section 8.1 of the Ground Lease is hereby deleted and replaced with the following:

All construction required pursuant to this LEASE shall be completed by December 31, 2015, unless a later date is approved in writing by the County Mayor or the County Mayor's designee.

8. Section 11.1 is hereby modified to add the following at the end thereof:

Notwithstanding the foregoing, during the thirty (30) year period commencing upon the issuance of a certificate of occupancy for Phase I ("Restoration Period"); in the event the improvements to the DEMISED PREMISES suffer any casualty, damage or destruction LESSEE shall restore the Development to its pre-casualty condition, as soon as practical thereafter, irrespective of available insurance proceeds. The termination rights of LESSEE set forth in this Section 11.1 shall not be available to LESSEE until the expiration of the Restoration Period.

9. Section 21.2.7 of the Ground Lease is hereby deleted and replaced with the following:

21.2.7. Failure of the LESSEE to comply with the provisions of Section 3.1 as amended herein.

10. Section 23.1 of the Ground Lease is hereby deleted and replaced with the following:

23.1 It is understood and agreed between the PARTIES hereto that written notices addressed and sent by any nationally recognized overnight delivery service or by certified or registered mail, return receipt requested, first class, postage-prepaid and addressed as follows:

IF TO LESSOR:

Miami-Dade County Mayor
Stephen P. Clark Center
111 N.W. First Street
Twenty Ninth Floor
Miami, Florida 33128

with copy to:

County Attorney

Stephen P. Clark Center
111 N.W. First Street
Suite 2810
Miami, Florida 33128

and

Internal Services Department
Director
Stephen P. Clark Center
111 NW 1st Street
Suite 2103
Miami, Florida 33128

IF TO LESSEE:

Richard Goldstein, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
200 S. Biscayne Blvd., Suite 2500
Miami-Florida 33131

with copy to:

Randy Rieger
Principal
Housing Trust Group, LLC

3225 Aviation Avenue, Suite 602
Miami FL 33133

with additional copy to:

Richard E. Deutch, Jr., Esq.
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

11. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Ground Lease, the terms and provisions of this Amendment shall control. Any capitalized terms not defined in this Amendment shall have the meaning as set forth in the Ground Lease.

12. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Amendment and any signatures thereof shall be considered for all purposes as originals.

(Signatures on Following Page)

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Amendment to be executed by their respective and duly authorized officers the day and year first above written.

LESSEE:

WITNESSES:

MOURNING FAMILY FOUNDATION, INC., a Florida non-profit corporation, f/k/a Alonzo Mourning Charities, Inc.

Isabelle Duran
Print Name: Isabelle Duran

By: Allen S. First

Courtney Callendo
Print Name: Courtney Callendo

Name: Allen S. First

Title: Secretary / Treasurer

(OFFICIAL SEAL)

LESSOR:

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Manager

Approved as to form and legal sufficiency:

Assistant County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Exhibit "A"

LEGAL DESCRIPTION:

A portion of Tract "10", of "TOWNPARK SUBDIVISION 4 U.R. PROJECT FLA. R-10", according to the Plat thereof, as recorded in Plat Book 87, Page 52, of the Public Records of Miami-Dade County, Florida. More particularly described as follows:

Commence at the Southeast corner of said Tract 10; thence N03deg21min00secW, along the East line of said Tract 10 for a distance of 690.69 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence North, Northwesterly, and Westerly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 87deg37min25sec for an arc distance of 39.23 feet; to a point of tangency; thence S89deg01min35secW, along the North Line of said Tract 10, for a distance of 158.27 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S89deg01min35secW, for a distance of 242.15 feet to a point of curvature of a circular curve to the left, concave to the Southeast; thence Westerly, Southwesterly, and Southerly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 90deg35min54sec for an arc distance of 39.93 feet; to a point of tangency; thence S01deg34min18secE, along the West Line of said Tract 10, for a distance of 453.76 feet; thence N87deg43min18secE, along the North Line of a 40.00 feet Utility Easement, for a distance of 105.35 feet; thence N01deg34min23secW, for a distance of 239.94 feet; thence N89deg48min38secE, for a distance of 49.25 feet; thence N00deg35min33secW, for a distance of 170.15 feet; thence S89deg58min43secE, for a distance of 110.67 feet; thence N02deg05min25secW, for a distance of 79.05 feet to the POINT OF BEGINNING.

Containing 72,498.20 Square Feet or 1.66 Acres more or less.

together with the Legal Description contained on the following page:

0. VERO COMPANES SUTHERBY & COMPANY (PHYSICAL) 1111 N.W. 107th Ave, Suite 100, Coral Gables, FL 33134

LEGEND

- P.O.C. - POINT OF COMMENCE
- P.O.B. - POINT OF BEGINNING
- P.O.T. - POINT OF TERMINATION
- P.B. - PLAT BOOK
- PL - PAGE
- N - NORTH LINE
- E - CENTER LINE

CULMER CENTER 1600 NW 3rd AVE-PARCEL A



FORD, ARMENTEROS & MANUACY, INC.
 1050 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-8472
 FAX (305) 470-2805

TYPE OF RECORD: SKETCH AND LEGAL DESCRIPTION			
SUBJECT NAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH			
PROPOSED FILE: HOUSING TRUST GROUP, LLC			
DATE FILED:	L.D.:	DATE:	10-06-09
DATE INDEXED BY:	INDEX:	INDEX:	N/A
RECORD NO.:	PRELIMINARY NO.:	PRELIMINARY NO.:	88-047-1000

2

of 3 sheets

LEGAL DESCRIPTION:

A portion of Tract "10", of "TOWNPARK SUBDIVISION 4 U.R. PROJECT FLA. R-10", according to the Plat thereof, as recorded in Plat Book 87, Page 52, of the Public Records of Miami-Dade County, Florida. More particularly described as follows:

Commence at the Southeast corner of said Tract 10; thence N03deg21min00secW, along the East line of said Tract 10 for a distance of 235.84 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue: N03deg21min00secW, for a distance of 454.85 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence North, Northwesterly, and Westerly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 87deg37min25sec for an arc distance of 38.23 feet; to a point of tangency; thence S89deg01min35secW, along the North Line of said Tract 10, for a distance of 158.27 feet; thence S02deg05min25secE, for a distance of 116.15 feet; thence N89deg59min58secE, for a distance of 70.42 feet; thence S06deg36min43secE, for a distance of 264.03 feet; thence East, for a distance of 20.89 feet; thence S02deg30min28secE, for a distance of 99.85 feet to a point on the North Line of a 40.00 feet Utility Easement; thence N87deg43min18secE, along said North Line of a 40.00 feet Utility Easement, for a distance of 79.85 feet to the POINT OF BEGINNING.

Containing 57,338.47 Square Feet or 1.32 Acres more or less.

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LEGEND

- P.O.C. - POINT OF COMMENCE
- P.O.B. - POINT OF BEGINNING
- P.O.T. - POINT OF TANGENCY
- P.L. - PLAT BOOK
- P. - PAGE
- N. - NORTH LINE
- C.L. - CENTER LINE

CULMER CENTER 1600 NW 3rd AVE- PARCEL B



FORD, ARMENTEROS & MANUQUE, INC.
 1950 N.W. 54th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH: (305) 477-6472
 FAX (305) 470-2805

PROJECT NAME	SKETCH AND LEGAL DESCRIPTION		
DRAWN BY	LEGAL DESCRIPTION TO ACCOMPANY SKETCH		
PROPOSED BY	HOUSING TRUST GROUP, LLC		
DRAWN BY	L.D.	DATE	10-06-08
SCALE	N/A		
PROJECT NO.	08-047-1000		
			2 of 3 sheets

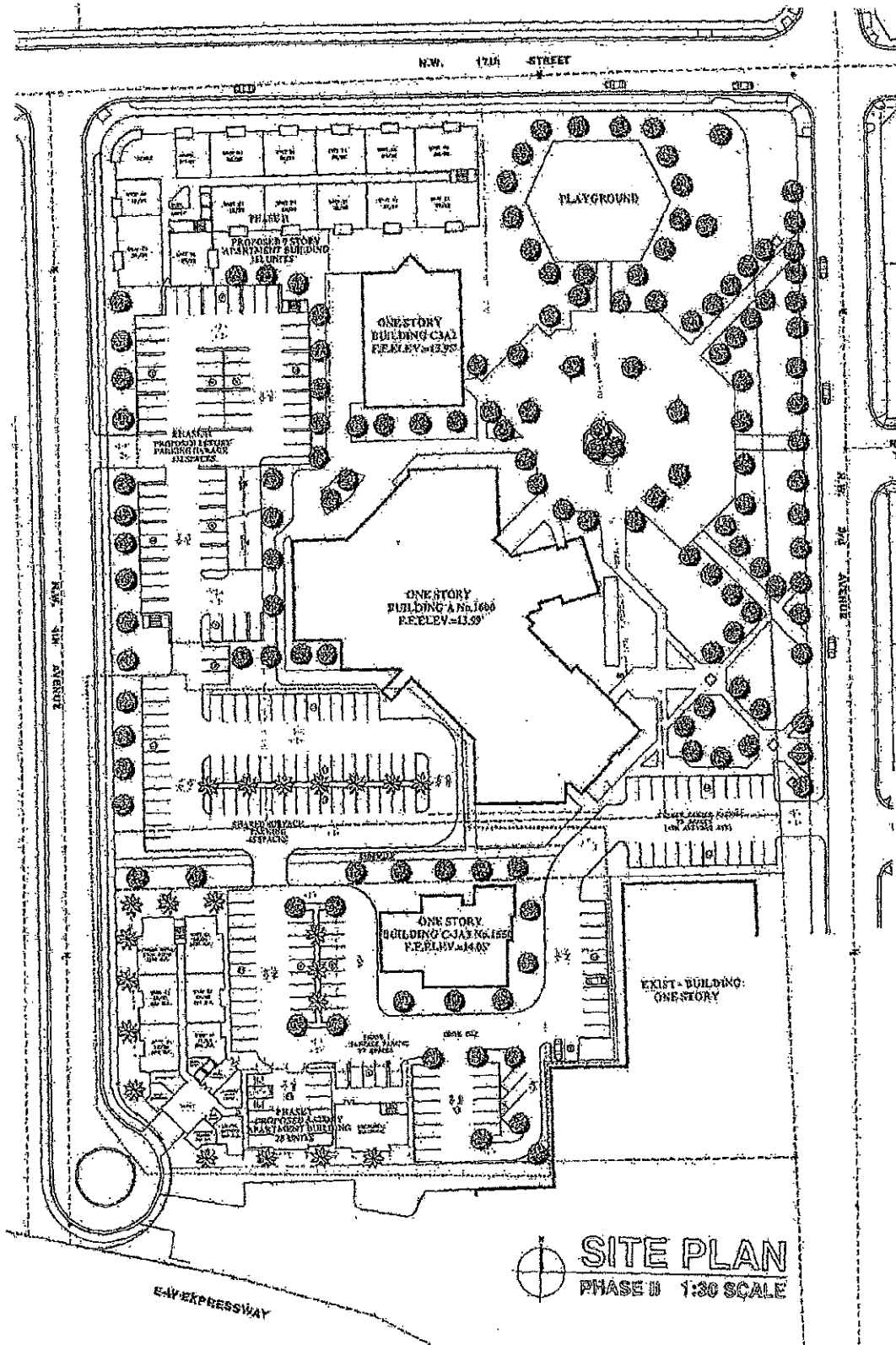
EXHIBIT "B"

PROJECT TIMELINE*

Early 2013 - Apply to Florida Housing Finance Corporation for Tax Credit Financing
Mid 2013 - FHFC issues Final Scores
Mid 2013 - FHFC Board Approval
Late 2013 - Underwriting Process (and permitting) by Florida Housing Finance Corporation
for SAIL Loan and/or Housing Credits
2013 - 2014 - Project Approval by FHFC Board
2014 - Commencement of Construction (estimated to be approximated 18 months)
Not later than 12/31/15 - Certificate of Occupancy

*All dates are estimates only.

EXHIBIT "C"
PRELIMINARY SITE PLAN



AMENDMENT TO SUBLEASE AGREEMENT

(Elderly)

This Amendment to Sublease Agreement ("Amendment") is made as of this _____ day of _____, 2012, by and between **MOURNING FAMILY FOUNDATION, INC.**, a Florida not-for-profit corporation, f/k/a Alonzo Mourning Charities, Inc. ("Sublessor"), and **AMC HTG 2, LTD.**, a Florida limited partnership ("Sublessee").

WITNESSETH:

A. Sublessor, as lessee, leased from Miami-Dade County, Florida, as lessor ("Landlord" or "County"), certain lands ("Demised Premises"), pursuant to that certain Ground Lease dated December 19, 2008, which was amended by that certain Amendment to Ground Lease dated _____, 2012 ("Ground Lease Amendment"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (collectively herein known as the "Lease").

B. Sublessor and Sublessee entered into that certain Sublease Agreement, dated April 22, 2009 (the "Sublease"), pursuant to which Sublessor has agreed to sublease to Sublessee the Demised Premises.

C. Alonzo Mourning Charities, Inc., changed its name to Mourning Family Foundation, Inc., on July 5, 2012.

D. Sublessor and Sublessee intend to modify and amend the Sublease and acknowledge the Ground Lease Amendment.

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Lease and/or Sublease.

2. Sublessee agrees to perform and be bound by all of the obligations of the lessee under the Lease and specifically the modifications as noted in the Ground Lease Amendment, as it may be further amended from time to time, and to fully and faithfully observe and perform each and every term, covenant, and condition of the Lease, as it may be amended from time to time, which the lessee thereunder is obligated to observe and perform, except as specifically modified by the Sublease.

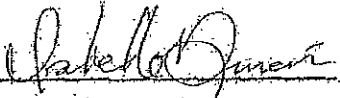
3. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Sublease, the terms and provisions of this Amendment shall control.

4. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Amendment and any signatures thereof shall be considered for all purposes as originals.

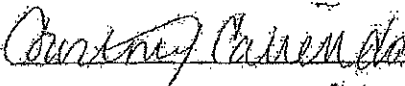
(Signatures Appear on Following Page)

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument, as of the day and year first above written.

WITNESSES:



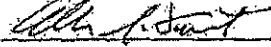
Name: Isabella Duran



Name: Courtney Caliendo

SUBLESSOR:

MOURNING FAMILY FOUNDATION, INC., a Florida non-profit corporation, f/k/a Alonzo Mourning Charities, Inc.

By: 

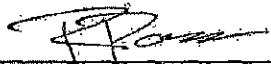
Name: Allen S. Furst

Title: Secretary / Treasurer

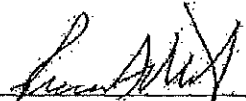
SUBLESEE:

AMC HTG 2, LTD., a Florida limited partnership

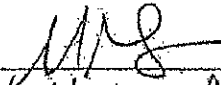
By: AMC HTG 2 GP, LLC, a Florida limited liability company, its managing general partner



Name: Rodrigo Paredes



Name: Richard A. Motto

By: 

Name: Matthew Rieger

Title: Vice President

EXHIBIT "A"

Copy of Amendment to Ground Lease

#2272175 v1 Sublease Agreement Amendment, eIdetly 38354-0001