Memorandum

MIAMI-DADE COUNTY

Date: May 12, 2016

EPC
Agenda Item No. 3G

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award RUDG, LLC as Developer of Liberty Square and Lincoln Gardens in Response to Request for Application No. 2015-01, Execution of Ground Leases and Master Development Agreement

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Recommendation:
It is recommended that the Board of County Commissioners (Board):

1) Approve the selection of RUDG, LLC as the developer of Liberty Square and Lincoln Gardens (Liberty Square Rising);

2) Authorize the County Mayor or the County Mayor's designee to execute ground leases (Leases) with RUDG, LLC or its subsidiaries (Related Urban) for the purpose of providing site control of the Lincoln Gardens and Liberty Square public housing sites to Related Urban, which is required for their application for Low Income Housing Tax Credits (Housing Tax Credits) from the Florida Housing Finance Corporation (Housing Finance Corporation); to consent, at the County Mayor or the County Mayor's designee's sole discretion, to Related Urban, entering into sub-ground leases, where applicable and as may be required, to meet the requirements of the Housing Finance Corporation and/or U.S. Department of Housing and Urban Development (Housing and Urban Development);and to execute additional ground leases as may be required to preserve Related Urban's site control over the development;

3) Authorize the County Mayor or County Mayor's designee to execute a Master Development Agreement with Related Urban , subject to the Housing and Urban Development's approval, for the development of Liberty Square Rising;

4) Authorize the County Mayor or County Mayor's designee to exercise any amendments, modification, cancellation, termination, and renewal provisions, and any other rights contained in the Master Development Agreement and the Leases.

5) Delegate to the County Mayor or the Mayor's designee the authority to determine the value and sufficiency of the alternative form of security in lieu of a payment and performance bond for Liberty Square and Lincoln Gardens (Liberty Square Rising), provided that, in determining the sufficiency and value of the alternative security the County Mayor or the County Mayor's designee will consider the nature, history, and financial capabilities of Related Urban, the contractual obligations secured by the alternative security and the contractual safeguards in place to protect payments to persons performing the work, and require that, prior to commencement of the work or purchase of supplies, any and all contractors hired by Related Urban to perform work for Liberty Square Rising has executed, delivered, and recorded in the public records a statutory payment and performance bond in the full amount of the contract naming the County as an obligee, as required by Section 255.05 of the Florida Statutes;

6) Authorize the County Mayor or the County Mayor's designee to execute all necessary mixed-finance agreements and all other documents with Related Urban, including but not limited to amendments, agreements, releases and ground leases, subject to Housing and Urban Development's approval;

7) Authorize the County Mayor or the County Mayor's designee to submit a demolition and disposition application for the Liberty Square public housing site and a disposition application for the Lincoln Gardens public housing site to Housing and Urban Development;

8) Authorize the County Mayor or the County Mayor's designee to execute an amendment(s) to the Annual Contribution Contract(s), which provides for the County's receipt of public housing subsidy, subject to Housing and Urban Development's approval; and

9) Waive the requirements of Resolution No. R-130-06, which requires that all contracts must be fully negotiated and executed by a non-County party since neither the County, nor Related Urban, can execute any mixed finance agreements, including but limited to the Master Development Agreement and the Leases, without Housing and Urban Development's prior approval.

CONTRACT NO:	Request for Applications No. 2015-01
CONTRACT TITLE:	Request for Applications No. 2015-01, Redevelopment of Liberty Square and Lincoln Gardens; "Liberty Square Rising."
DESCRIPTION:	Subject to Housing and Urban Development's approval, Related Urban or its subsidiary, will execute necessary mixed-finance documents, including but not limited to a master development agreement, with the County and perform all requirements indicated therein. Related Urban will plan and implement all aspects of the redevelopment plan in close coordination with the Miami-Dade Public Housing and Community Development Department (Department). Related Urban will provide an extensive community engagement and planning process to review and obtain input on all aspects of the redevelopment and will work cooperatively with the Department, Liberty Square residents, their resident council, and other stakeholders, including the City of Miami (including City Manager, Building and Zoning, City of Miami Police Department, etc.), the School Board, social services agencies, community groups, private foundations and companies, etc. The scope of work is further described in the Master Development Agreement.

TERM:	75 years from the construction financing closing date (commencement date) pursuant to Ground Leases
CONTRACT AMOUNT:	For Liberty Square Rising, the total estimated development cost is $307,216,350.00.
DEVELOPER:	RUDG, LLC
USING/MANAGING AGENCY:	Miami-Dade Public Housing and Community Development Department (Department).
LIVING WAGE:	The services provided are not covered under the Living Wage Ordinance.
LOCAL PREFERENCE:	Not applicable due to public housing federal subsidy funding restrictions against applying geographical preferences.
ESTIMATED CONTRACT COMMENCEMENT DATE:	Upon the approval of all mixed-finance documents by Housing and Urban Development
DELEGATED AUTHORITY:	The County Mayor or the County Mayor's designee will have the authority (1) to execute ground leases for purpose of providing Related Urban with site control of Lincoln Gardens and Liberty Square; (2) to execute a master development agreement with Related Urban for the development of Liberty Square Rising, subject to the Board and Housing and Urban Development's approval; (3) to execute any additional ground leases that may be necessary to preserve site control with Related Urban, subject to Housing and Urban Development's approval; (4) to consent, at the County Mayor or the County Mayor's designee's sole discretion, to Related Urban or entering into sub-ground leases, where applicable and as may be required, to meet the requirements of the Housing Finance Corporation and/or Housing and Urban Development; (5) to determine the value and sufficiency of the alternative form of security in lieu of a payment and performance bond for Liberty Square Rising, provided that, in determining the sufficiency and value of the alternative security the County Mayor or the County Mayor's designee will consider the nature, history, and financial capabilities of Related Urban, the contractual obligations secured, by the alternative security, and the contractual safeguards in place to protect payments to persons performing the work and require that, prior to commencement of the work or purchase of supplies, any and all contractors hired by Related Urban to perform work for Liberty Square

Rising has executed, delivered, and recorded in the public records a statutory payment and performance bond in the full amount of the contract naming the County as an obligee, all as required by Section 255.05 of the Florida Statutes; (6) to submit a disposition and demolition application for the Liberty Square public housing site and a disposition application for the Lincoln Gardens public housing site to Housing and Urban Development; (7) to execute amendments to annual contributions contracts, if required; (8) to execute any agreements, releases from declarations, and any other documents on behalf of the County that may be required by Housing and Urban Development, and/or Florida Housing Finance Corporation; and (9) to exercise amendments, modifications, cancellation, termination, and renewal clauses contained therein.

SCOPE:

Development of Liberty Square Rising will occur on two (2) existing public housing sites Liberty Square and Lincoln Gardens, with a total of 1,572 units. The development of the Liberty Square site, bounded by NW 67 Street and NW 62 Street, NW 15 Avenue and NW 12 Avenue, will include 1,332 units comprised of 640 public housing units, 632 non-public housing rental units and 60 homeownership units. Development of the Lincoln Gardens site, located at 4701 NW 24 Court, Miami, Florida, 33147, will include a total of 240 rental units comprised of 117 public housing units and 123 non-public housing units. Green areas, parking areas, community spaces, retail spaces, and other amenities and uses are also contemplated for the project. The project will include multiple phases so that families are not displaced off-site during demolition and construction. Additional project details are enumerated in the master development agreement.

Liberty Square Rising is located within District 3, which is represented by Commissioner Audrey Edmonson.

COUNTY FUNDING SOURCE/
FISCAL IMPACT

Fiscal impact to the County for Liberty Square Rising is anticipated at approximately $32,300,000.00 in General Obligation Bonds (GOB) as approved by Resolution No. R-852-15; $6,000,000.00 in Documentary Surtax funding (with $2,000,000 over three (3) Surtax funding cycles 2015, 2016, and 2017); and $8,000,000.00 from the Capital Fund Financing Program (CFFP) funds, for a total of approximately $46,000,000.00 Pursuant to the Master Development Agreement the County will receive a financial benefit from the Developer totaling $48,078,466.00 (see Exhibit B of the

Master Development Agreement).

TRACK RECORD/MONITORING: Jorge R. Cibran, AIA, Director of Development Division for the Department

Background:

The Department issued a competitive solicitation on May 27, 2015 titled: Request for Applications No. 2015-01 to Developer Pool Pursuant to RFQ #794A, #794B and #794C for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"* (RFA). Liberty Square is the County's largest and oldest public housing site. It contains approximately 57 acres and is bounded by NW 67 Street and NW 62 Street, NW 15 Avenue and NW 12 Avenue. Lincoln Gardens is a vacant 9 acre site located at 4701 NW 24 Court (approximately two (2) miles from Liberty Square). The development of these two (2) sites comprises the project commonly known as "Liberty Square Rising." The services to be provided under this contract will include but are not limited to: (1) obtaining project financing; (2) providing employment opportunities for very low-, low- and moderate-income residents' housed in development areas; (3) providing participation for small and minority firms, and women-owned enterprises, certified pursuant to Section 3 of the Housing and Urban Development Act of 1968; (4) engagement with community stakeholders and residents to receive input on various aspects of the project, such as crime prevention through environmental design, unit configurations, amenities and job training; and (5) providing development of both public and non-public housing, and other uses with a mixed-finance, mixed-income, and mixed-use approach.

Six (6) proposals were received in response to the solicitation by the due date of July 9, 2015. Subsequently, a ten (10)-member selection committee was appointed comprised of individuals from the community, the resident council of Liberty Square, academia, and County staff. The Chairwoman of the selection committee was a non-voting member. The voting selection committee members reviewed the proposals and scored them based on evaluation criteria indicated in the solicitation. There was a 45 point differential between the two (2) top-ranked firms, Atlantic Pacific Communities, LLC (Atlantic Pacific) and Related Urban. Even though Atlantic Pacific received the highest overall point total, eight (8) out of nine (9) voting selection committee members scored Related Urban higher than Atlantic Pacific.

On January 20, 2016, the selection committee chair forwarded a memorandum advising me of the scoring results (Exhibit A). A decision was made that the County would proceed by requesting best and final offers, which is permitted under the solicitation, from the two (2) highest-ranked firms, (Exhibit B). On January 22, 2016, the selection committee chair forwarded a letter to Atlantic Pacific and Related Urban informing them of our decision. The intention of the best and final offer was to secure the best possible financial return to the County, and most beneficial combination of housing options and amenities consistent with the best interest of the residents of Liberty Square and Miami-Dade County. Atlantic Pacific and Related Urban submitted their best and final offers by the due date of February 5, 2016.

The voting selection committee evaluated the best and final offers submitted by Atlantic Pacific and Related Urban, and scored them based on the evaluation criteria indicated for the best and final offers. The results were then forwarded to me on March 2, 2016 by the selection committee chair, along with a recommendation to enter into negotiations with the Related Urban. I approved the recommendation to enter into negotiations with the highest ranked proposer, Related Urban. The result of the best and final offers, the recommendation to enter into negotiations, and my approval of the recommendation is attached as Exhibit C of this memorandum. Negotiations resulted in ground leases for Liberty Square and Lincoln

Gardens, and a master development agreement, which are attached as Exhibits A, B, and C to the resolution. Therefore, it is recommended that the Board award the development of Liberty Square Rising and site control, through ground leases, to Related Urban. It is the County's intent to negotiate other mixed-finance agreements with Related Urban after Housing and Urban Development's approval of the County's demolition and disposition applications.

In order to proceed with the development of public housing sites, the County, as a public housing authority, must seek prior approval from Housing and Urban Development. This requires the submission, to Housing and Urban Development, of a demolition and disposition application for the existing Liberty Square public housing development, and a disposition application for the Lincoln Gardens public housing site. This Board adopted Resolution No.R-1017-08, authorizing the County Mayor or the County Mayor's designee to submit a demolition and disposition application to Housing and Urban Development for Lincoln Gardens. The application was submitted to Housing and Urban Development on March 23, 2009 and approved for demolition on July 24, 2009. In its application, the Department proposed to retain the 9.06 acres of vacant land in anticipation of future redevelopment as mixed-finance housing for low-income families. The County cannot submit its applications to Housing and Urban Development without first obtaining approval from the Board. Therefore, it is recommended that the Board approve the attached resolution, authorizing the County Mayor or the County Mayor's designee to submit a disposition and/or demolition application for the Liberty Square site and a disposition application for the Lincoln Gardens site.

The information provided on Exhibit D of this memorandum is being submitted as required by Resolution Nos. R-376-11 and R-333-15.

Attachments

Jack Osterholt, Deputy Mayor

EXHIBIT A

Memorandum

MIAMI-DADE COUNTY

Date: January 20, 2016

To: Carlos A. Gimenez
Mayor

Through: Michael Liu
Director, Public Housing and Community Development

From: Indira Rajkumar-Futch
Chairwoman, Selection Committee

Subject: Report of Competitive Selection Committee for Request for Application No. 2015-01 for Liberty Square Rising

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Public Housing and Community Development (PHCD) issued a competitive solicitation on May 27, 2015 titled: Request for Applications No. 2015-01 to Developer Pool Pursuant to RFQ #794A, #794B and #794C for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"* (RFA). Liberty Square is the County's largest and oldest public housing site which is currently occupied by 636 families. It contains approximately 57 acres and is located at 1415 NW 62nd Street, Miami, FL 33147. Lincoln Gardens is a vacant 9 acre site located at 4701 NW 24th Court, Miami, FL 33147 (approximately two miles from Liberty Square). The development of these two sites comprises the project titled Liberty Square Rising. The services to be provided under this contract will include but are not limited to: 1) obtaining project financing, 2) providing employment opportunities for very low-, low-, and moderate income residents' housed in development areas, 3) providing Section 3, small and minority and women business enterprises participation, and 4) providing development of both public and non-public housing and other uses using a mixed finance and mixed-income approach. Both sites are located in Commission District 3 represented by Commissioner Audrey Edmonson.

Six proposals for the RFA were received by the due date of July 9, 2015. Subsequently, a ten-member Selection Committee was appointed comprised of individuals from the community, the Resident Council of Liberty Square, academia, and County staff. The Chairwoman of the Selection Committee was a non-voting member. The Selection Committee reviewed the proposals and scored them based on evaluation criteria indicated in the RFA.

Committee Selection meeting dates:
August 18th, 2015 (Kick-Off Meeting)
September 15th, 2015 (Technical Evaluation Meeting)
September 29th, 2015 (Initial Evaluations/ Preliminary Scores)
October 1st, 2015 (Final Evaluations/ Scores)

Verification of compliance with contract measures:
Contract measures are not applicable to RFQ794A-C.

Verification of compliance with minimum qualification requirements and responsiveness:
The County sought proposals from the pre-qualified Developer Pool pursuant to RFQ #794A, 794B, and 794C with demonstrated capabilities, expertise, and resources to pursue and obtain financing and successfully perform the Scope of Work for the proposed site(s) as indicated in RFA No. 2015-01.

Local Certified Veterans' Business Enterprise Preference:
Veteran's preferences are not applicable to RFQ794A-C.

Summary of scores:

The Competitive Selection Committee was tasked with evaluating and scoring the proposals. Two (2) technical discussions and evaluation meetings were held to review the development potential and ability to obtain funding sources, as well as experience, qualifications, resident employment and training opportunities in order to meet the operational needs of Miami-Dade County. The Competitive Selection committee conducted scoring in accordance with the criteria outlined within the RFA No. 2015-01. The composite scores, aggregating all Committee members' scores (from the highest ranked to the lowest) are as follows:

Rank	Name of Proposer	Address	Score
1	Atlantic Pacific Communities, LLC.	2950 SW 27 Ave, #200, Miami, FL 33133	1251.5
2	RUDG, LLC. (Related Urban)	315 S. Biscayne Blvd, Miami, FL 33131	1206.5
3	Community Housing Partners Corp. & Miami Waymark 2.0 Joint Venture, LLC.	4915 Radford Ave, #300, Richmond, VA 23230	1046
4	Carrfour Supportive Housing, Inc.	1398 SW 1 ST, 12th Floor, Miami, FL 33135	1015
5	Centennial Management Corp.	7735 NW 146 ST, #306, Miami Lakes, FL 33016	960.5
6	Miami Redevelopment Partners, LLC.	205 E. Central Blvd, #304, Orlando, FL 32801	942

Miscalculations occurred and were corrected during the publicly noticed meeting. Copies of the score sheets are attached for each Competitive Selection Committee member, as well as a composite score sheet.

Local Preference:
Local preference is not applicable to RFQ794A-C.

Summary of Results:
There is a 45 point differential, between the two toped ranked firms. Even though Atlantic Pacific received the highest overall point total, Related Urban received the highest point total from seven out of nine Selection Committee members. Additionally, eight out of nine Selection Committee members scored Related Urban higher than Atlantic Pacific.

There was no consensus among all of the Selection Committee members resulting from the scoring. This report is presented to you in order to seek direction for negotiations.

The RFA allows for the County Mayor or designee to determine with which Proposer(s) the County shall negotiate, if any. The RFA further indicates that, in his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens

"Liberty Square Rising"

Selection Committee Members Scoring Summary

Selection Committee Members	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0	Miami Redevelopment Partners	RUDG, LLC. (Related Urban)
Nathaniel Wilcox	142	117	119	144	71	145
Sara Smith	154	96	61	66	58	64
Andrea Heuson	146	129	142	137	117	148
Christina Salinas-Cotter	129	121	116	121	122	132
Adela Garcia	142	129	130	128	130	148
Clarence Brown	147	98	102	108	106	151
Jorge R. Cibran	135	107	79	117	111	147
Jose A. Galan	124	109	125	109	113	131
Jose A. Rodriguez	132.5	109	86.5	116	114	140.5
TOTAL:	**1251.5**	**1015**	**960.5**	**1046**	**942**	**1206.5**
Rankings:	1	4	5	3	6	2

N. Wilcox

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC. (Related Urban)
1. Proposer's demonstrated qualifications, experience, capacity and past performance in mixed-financed/HUD-subsidized family housing and other proposed uses of similar size, scope, complexity and financing strategy as the project(s) proposed by developer. **(Refer to TAB 2)**	18	16	15	12	16	16	16
1.1. Proposer's Financial Strength **(Section 3.5)**	4	4	2	2	3	2	4
1.2. Proposers Experience partnering (as a co-owner or co-developer) with small and minority firms and/or women-owned enterprises. **(Section 3.5)**	3	3	3	3	3	0	3
2. Development Team's demonstrated qualifications, experience, (including past performance on PHCD and/or County projects) and capacity, including key personnel of developer, consultants, and legal counsel that will be assigned to the project proposed by Developer with similar complex projects and development of multi-family rental housing for HUD. **(Refer to TAB 3)**							
2.1. Development Team key personnel experience developing similar complex projects. **(Section 3.6)**	10	10	7	10	10	5	10
2.2. Development Team key personnel experience in developing multi-family rental housing for HUD projects **(Section 3.6)**	5	5	3	3	4	4	5
2.3. Experience interacting with community, residents, and media. **(Section3.6)**	5	4	3	2	5	3	5
2.4. Development Team key personnel experience in completing complex projects with phased completion (i.e. Phase I completion - 24 months, all other phases completion - 36 months. **(Section 3.6)**	9	9	7	6	9	4	9
2.5. Capability of building family units at no more than $225,000/unit of Total Development Cost (TDC). **(Section 3.6)**	6	6	6	6	6	3	6
2.6. Management experience. **(Section 3.7)**	4	4	4	3	4	2	4
2.7. Architect's experience. **(Section 3.8)**	4	4	4	2	3	4	4
2.8. Legal Counsel experience with mixed-finance HUD transactions, HUD Disposition/Demolition approval process, and other HUD requirements. **(Section3.9)**	7	7	5	3	7	3	7

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Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

UCLY DESIGNS

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC (Related Urban)
3. Development concept and financial strategies for designated project. (Refer to TAB 3)							
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (Section 3.10)	12	12	12	12	12	7	12
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (Section 3.10)	13	12	12	13	12	10	12
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (Section 3.11)	20	15	9	15	16	2	15
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (Refer to TAB 3)							
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (Section 3.12)	7	6	6	3	7	2	7
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. (Section 3.12)	7	5	1	6 (25)	7	0	6
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (Section 3.12)	7	6	4	6	6	2	6
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (Section 3.12)	7	7	7	7	7	2	7
4.5. Training and employment of ex-offenders (Section 3.12)	2	2	2	0	7	0	2
Sub-Total	**150**	142	117	119	149	71	145
Optional additional points based on proposer being a Certified Section 3 business	5	5	5	5	5	0	5
Grand Total					144		

NATHANIEL J. WILCOX
Print Name:

Nathaniel J. Wilcox
Signature:

SEPT. 21, 2015
Date:

José A. Rodríguez

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC. (Related Urban)
1. Proposer's demonstrated qualifications, experience, capacity and past performance in mixed-financed/HUD-subsidized family housing and other proposed uses of similar size, scope, complexity and financing strategy as the project(s) proposed by developer. **(Refer to TAB 2)**	18	10	12	8	12	16	14
1.1. Proposer's Financial Strength **(Section 3.5)**	4	2	2	2	4	4	4
1.2. Proposers Experience partnering (as a co-owner or co-developer) with small and minority firms and/or women-owned enterprises. **(Section 3.5)**	3	3	1	2	0	1	3
2. Development Team's demonstrated qualifications, experience, (including past performance on PHCD and/or County projects) and capacity, including key personnel of developer, consultants, and legal counsel that will be assigned to the project proposed by Developer with similar complex projects and development of multi-family rental housing for HUD. **(Refer to TAB 3)**							
2.1. Development Team key personnel experience developing similar complex projects. **(Section 3.6)**	10	7	7	5	6	7	7
2.2. Development Team key personnel experience in developing multi-family rental housing for HUD projects **(Section 3.6)**	5	5	3	3	5	5	3
2.3. Experience interacting with community, residents, and media. **(Section3.6)**	5	4	3	3	3	4	5
2.4. Development Team key personnel experience in completing complex projects with phased completion (i.e. Phase I completion - 24 months, all other phases completion - 36 months. **(Section 3.6)**	9	8	4	4	4	8	7
2.5. Capability of building family units at no more than $225,000/unit of Total Development Cost (TDC). **(Section 3.6)**	6	6	6	4	5	5	6
2.6. Management experience. **(Section 3.7)**	4	4	4	3	4	3	4
2.7. Architect's experience. **(Section 3.8)**	4	2	4	2	4	2	3
2.8. Legal Counsel experience with mixed-finance HUD transactions, HUD Disposition/Demolition approval process, and other HUD requirements. **(Section3.9)**	7	7	7	7	7	7	7

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC (Related Urban)
3. Development concept and financial strategies for designated project. (Refer to TAB 3)							
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (Section 3.10)	12	10	10	5	10	8	11
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (Section 3.10)	13	12	12	7	12	12	13
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (Section 3.11)	20	20	6	11	11	13	20
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (Refer to TAB 3)							
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (Section 3.12)	7	6	5	2	4	5	7
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. (Section 3.12)	7	7	5	4	7	7	7
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (Section 3.12)	7	7	5	5	7	4	7
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (Section 3.12)	7	6	7	4	5	3	7
4.5. Training and employment of ex-offenders (Section 3.12)	2	1.5	1	.5	1	0	.5
Sub-Total	150	127.5	104	81.5	111	114	135.5
Optional additional points based on proposer being a Certified Section 3 business	5	5	5	5	5	0	5
Grand Total		132.5 /	109 /	86.5 /	116 /	114 /	140.5 /

JOSÉ A. RODRÍGUEZ
Print Name:

Signature:

10/1/15
Date:

Jose A. Cabrera

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC. (Related Urban)
1. Proposer's demonstrated qualifications, experience, capacity and past performance in mixed-financed/HUD-subsidized family housing and other proposed uses of similar size, scope, complexity and financing strategy as the project(s) proposed by developer. **(Refer to TAB 2)**	18	14	12	12	11	14	14
1.1. Proposer's Financial Strength **(Section 3.5)**	4	2	3	3	3	3	3
1.2. Proposers Experience partnering (as a co-owner or co-developer) with small and minority firms and/or women-owned enterprises. **(Section 3.5)**	3	2	2	3	2	2	2
2. Development Team's demonstrated qualifications, experience, (including past performance on PHCD and/or County projects) and capacity, including key personnel of developer, consultants, and legal counsel that will be assigned to the project proposed by Developer with similar complex projects and development of multi-family rental housing for HUD. **(Refer to TAB 3)**							
2.1. Development Team key personnel experience developing similar complex projects. **(Section 3.6)**	10	7	4	7	5	7	7
2.2. Development Team key personnel experience in developing multi-family rental housing for HUD projects **(Section 3.6)**	5	4	3	4	3	4	4
2.3. Experience interacting with community, residents, and media. **(Section3.6)**	5	4	4	4	4	4	4
2.4. Development Team key personnel experience in completing complex projects with phased completion (i.e. Phase I completion - 24 months, all other phases completion - 36 months. **(Section 3.6)**	9	7	5	7	3	7	7
2.5. Capability of building family units at no more than $225,000/unit of Total Development Cost (TDC). **(Section 3.6)**	6	3	6	6	5	5	6
2.6. Management experience. **(Section 3.7)**	4	4	3	4	4	4	4
2.7. Architect's experience. **(Section 3.8)**	4	4	4	4	4	4	4
2.8. Legal Counsel experience with mixed-finance HUD transactions, HUD Disposition/Demolition approval process, and other HUD requirements. **(Section3.9)**	7	5	7	7	6	7	7

Jose A. Galan

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Weymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC (Related Urban)
3. Development concept and financial strategies for designated project. (Refer to TAB 3)							
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (Section 3.10)	12	12	12	8	10	10	12
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (Section 3.10)	13	10	8	10	8	10	10
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (Section 3.11)	20	15	10	16	15	15	16
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (Refer to TAB 3)							
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (Section 3.12)	7	6	6	6	6	6	6
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. (Section 3.12)	7	6	6	6	6	6	6
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (Section 3.12)	7	6	2	7	2	2	6
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (Section 3.12)	7	6	5	4	5	3	7
4.5. Training and employment of ex-offenders (Section 3.12)	2	2	2	2	2	0	1
Sub-Total	150	119	104	120	104	113	126
Optional additional points based on proposer being a Certified Section 3 business	5	5	5	5	5	0	5
Grand Total		124 /	109 /	125 /	109 /	113 /	131 /

Jose A. Galan
Print Name:

Signature:

9/29/15
Date:

10/1/15

C. Brown

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC. (Related Urban)
1. Proposer's demonstrated qualifications, experience, capacity and past performance in mixed-financed/HUD-subsidized family housing and other proposed uses of similar size, scope, complexity and financing strategy as the project(s) proposed by developer. **(Refer to TAB 2)**	18	18	13	15	10	16	18
1.1. Proposer's Financial Strength **(Section 3.5)**	4	4	2	3	2	2	4
1.2. Proposers Experience partnering (as a co-owner or co-developer) with small and minority firms and/or women-owned enterprises. **(Section 3.5)**	3	3	3	0	1	0	3
2. Development Team's demonstrated qualifications, experience, (including past performance on PHCD and/or County projects) and capacity, including key personnel of developer, consultants, and legal counsel that will be assigned to the project proposed by Developer with similar complex projects and development of multi-family rental housing for HUD. **(Refer to TAB 3)**							
2.1. Development Team key personnel experience developing similar complex projects. **(Section 3.6)**	10	10	8	8	5	10	10
2.2. Development Team key personnel experience in developing multi-family rental housing for HUD projects **(Section 3.6)**	5	5	0	0	2	5	5
2.3. Experience interacting with community, residents, and media. **(Section3.6)**	5	4	3	2	2	5	5
2.4. Development Team key personnel experience in completing complex projects with phased completion (i.e. Phase I completion - 24 months, all other phases completion - 36 months. **(Section 3.6)**	9	9	0	0	0	9	9
2.5. Capability of building family units at no more than $225,000/unit of Total Development Cost (TDC). **(Section 3.6)**	6	3	5	6	6	6	6
2.6. Management experience. **(Section 3.7)**	4	3	3	4	4	3	4
2.7. Architect's experience. **(Section 3.8)**	4	4	4	4	3	4	4
2.8. Legal Counsel experience with mixed-finance HUD transactions, HUD Disposition/Demolition approval process, and other HUD requirements. **(Section3.9)**	7	7	5	5	7	7	7

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

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Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC (Related Urban)
3. Development concept and financial strategies for designated project. **(Refer to TAB 3)**							
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. **(Section 3.10)**	12	11	11	11	11	10	11
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. **(Section 3.10)**	13	11	10	10	10	13	13
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. **(Section 3.11)**	20	20	10	15	20	12	18
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. **(Refer to TAB 3)**							
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. **(Section 3.12)**	7	7	3	3	3	2	7
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. **(Section 3.12)**	7	7	2	4	3	2	7
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. **(Section 3.12)**	7	7	2	2	7	0	7
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. **(Section 3.12)**	7	7	7	5	5	0	7
4.5. Training and employment of ex-offenders **(Section 3.12)**	2	2	2	0	2	0	1
Sub-Total	150						
Optional additional points based on proposer being a Certified Section 3 business	5	5	5	5	5	0	5
Grand Total		147	98	97 10	108	106	151

Clarence D. Brown
Print Name:

Clarence D. Brown
Signature:

10/1/2015
Date:

17

C. Salinas. CoH

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC. (Related Urban)
1. Proposer's demonstrated qualifications, experience, capacity and past performance in mixed-financed/HUD-subsidized family housing and other proposed uses of similar size, scope, complexity and financing strategy as the project(s) proposed by developer. **(Refer to TAB 2)**	18	16	14	13	12	16	15
1.1. Proposer's Financial Strength **(Section 3.5)**	4	0	1	3	3	4	4
1.2. Proposers Experience partnering (as a co-owner or co-developer) with small and minority firms and/or women-owned enterprises. **(Section 3.5)**	3	3	3	3	0	3	3
2. Development Team's demonstrated qualifications, experience, (including past performance on PHCD and/or County projects) and capacity, including key personnel of developer, consultants, and legal counsel that will be assigned to the project proposed by Developer with similar complex projects and development of multi-family rental housing for HUD. **(Refer to TAB 3)**							
2.1. Development Team key personnel experience developing similar complex projects. **(Section 3.6)**	10	8	8	6	8	8	8
2.2. Development Team key personnel experience in developing multi-family rental housing for HUD projects **(Section 3.6)**	5	4	4	4	4	5	4
2.3. Experience interacting with community, residents, and media. **(Section3.6)**	5	5	4	2	5	5	5
2.4. Development Team key personnel experience in completing complex projects with phased completion (i.e. Phase I completion - 24 months, all other phases completion - 36 months. **(Section 3.6)**	9	7	7	6	6	9	7
2.5. Capability of building family units at no more than $225,000/unit of Total Development Cost (TDC). **(Section 3.6)**	6	5	4	6	6	4	6
2.6. Management experience. **(Section 3.7)**	4	4	3	4	4	3	4
2.7. Architect's experience. **(Section 3.8)**	4	4	2	4	2	4	4
2.8. Legal Counsel experience with mixed-finance HUD transactions, HUD Disposition/Demolition approval process, and other HUD requirements. **(Section3.9)**	7	6	7	6	7	6	7

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC (Related Urban)
3. Development concept and financial strategies for designated project. (Refer to TAB 3)							
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (Section 3.10)	12	8	11	10	10	10	10
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (Section 3.10)	13	9	11	8	10	10	11
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (Section 3.11)	20	17	10	17	14	16	16
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (Refer to TAB 3)							
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (Section 3.12)	7	7	7	2	5	4	5
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. (Section 3.12)	7	7	5	3	5		7
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (Section 3.12)	7	6	6	6	6	rescore 5	7
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (Section 3.12)	7	6	7	6	7	5	7
4.5. Training and employment of ex-offenders (Section 3.12)	2	2	2	2	0	0	2
Sub-Total	150	124	116	111	116	122	137
Optional additional points based on proposer being a Certified Section 3 business	5	5	5	5	5	0	5
Grand Total		129	121	116	121	122	132

Christine Salinas Cotter — Print Name:
Christine Cotter — Signature:
10/1/15 — Date:

A. Heuson

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC. (Related Urban)
1. Proposer's demonstrated qualifications, experience, capacity and past performance in mixed-financed/HUD-subsidized family housing and other proposed uses of similar size, scope, complexity and financing strategy as the project(s) proposed by developer. **(Refer to TAB 2)**	18	big, local 18	(vulnerables) 15	small local (naranja) 15	not local / [illegible] 13	big, not local 5	[illegible] 8
1.1. Proposer's Financial Strength **(Section 3.5)**	4	3 unaudited	3 unaudited	4 Suezy	2 loss in 2014	4	4
1.2. Proposers Experience partnering (as a co-owner or co-developer) with small and minority firms and/or women-owned enterprises. **(Section 3.5)**	3	3	3	3	great partners 3	3	3
2. Development Team's demonstrated qualifications, experience, (including past performance on PHCD and/or County projects) and capacity, including key personnel of developer, consultants, and legal counsel that will be assigned to the project proposed by Developer with similar complex projects and development of multi-family rental housing for HUD. **(Refer to TAB 3)**							
2.1. Development Team key personnel experience developing similar complex projects. **(Section 3.6)**	10	10	10	10	10	8 small [illegible]	10
2.2. Development Team key personnel experience in developing multi-family rental housing for HUD projects **(Section 3.6)**	5	5	5	5	5	5	5
2.3. Experience interacting with community, residents, and media. **(Section3.6)**	5	5	5	5	5	no engage 0	5
2.4. Development Team key personnel experience in completing complex projects with phased completion (i.e. Phase I completion - 24 months, all other phases completion - 36 months. **(Section 3.6)**	9	9	9	9	9	5 yrs Bore 7	9
2.5. Capability of building family units at no more than $225,000/unit of Total Development Cost (TDC). **(Section 3.6)**	6	leg 4 4	6	6	6	238 [illegible] 4	6
2.6. Management experience. **(Section 3.7)**	4	4	4	4	4	4	4
2.7. Architect's experience. **(Section 3.8)**	4	4	4	4	4	4	4
2.8. Legal Counsel experience with mixed-finance HUD transactions, HUD Disposition/Demolition approval process, and other HUD requirements. **(Section3.9)**	7	7	7	7	7	7	7
		72	71	72	68	61	75

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3548bdr
63.5/bdr

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC. (3471/82k/bd)	Carrfour Supportive Housing, Inc.	Centennial Management Corp. (2100bd/63k/bd)	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV (2504bd/50k/bdr)	Miami Redevelopment Partners (2543bd/94.7k/bd)	RUDG, LLC (Related Urban)
3. Development concept and financial strategies for designated project. (Refer to TAB 3)	carry over p.1	72	71	72	68	61	75
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (Section 3.10)	12	no seniors [illegible] 8	[illegible] 6	[illegible] 11	12	no seniors 8	no seniors 10
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (Section 3.10)	13	existing r/o 13	" " 10	[illegible] 13	10 vague	vague [illegible] 10	13
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (Section 3.11)	20	10% extra 20 MDC	$150 mill short 10	min to MD good [illegible] small 16	min to MD 2504 small 18	min to MD 16	min to MD 18
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (Refer to TAB 3)							
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (Section 3.12)	7	7	7	7	7	vague 5	7
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. (Section 3.12)	7	7	4 vague	vague 4	[illegible] 3	residents, trades 7	7
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (Section 3.12)	7	7	7	7	7	vague 5	7
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (Section 3.12)	7	7	7	vague [illegible] 5	[illegible] 7	vague 5	ymca school 5
4.5. Training and employment of ex-offenders (Section 3.12)	2	0	2	2	0	0	3.12, [illegible] 1
Sub-Total	**150**	141	124	137	132	117	143
Optional additional points based on proposer being a Certified Section 3 business	5	5	5	5	5	5 0	5
Grand Total		146 /	129 /	142 /	137 /	~~122~~ 117 /	148

vendor visit a sec 3 certified business 5/6 117 points IRF

Andrea J. Hewson
Print Name:

Andrea J. Hewson
Signature:

10/1/2015
Date:

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC. (Related Urban)
1. Proposer's demonstrated qualifications, experience, capacity and past performance in mixed-financed/HUD-subsidized family housing and other proposed uses of similar size, scope, complexity and financing strategy as the project(s) proposed by developer. **(Refer to TAB 2)**	18	18	13	9	9	10	10
1.1. Proposer's Financial Strength **(Section 3.5)**	4	4	2	1	1	1	1
1.2. Proposers Experience partnering (as a co-owner or co-developer) with small and minority firms and/or women-owned enterprises. **(Section 3.5)**	3	3	2	1	1	1	1
2. Development Team's demonstrated qualifications, experience, (including past performance on PHCD and/or County projects) and capacity, including key personnel of developer, consultants, and legal counsel that will be assigned to the project proposed by Developer with similar complex projects and development of multi-family rental housing for HUD. **(Refer to TAB 3)**							
2.1. Development Team key personnel experience developing similar complex projects. **(Section 3.6)**	10	10	10	4	6	8	8
2.2. Development Team key personnel experience in developing multi-family rental housing for HUD projects **(Section 3.6)**	5	5	2	4	5	1	1
2.3. Experience interacting with community, residents, and media. **(Section3.6)**	5	5	2	2	1	1	1
2.4. Development Team key personnel experience in completing complex projects with phased completion (i.e. Phase I completion - 24 months, all other phases completion - 36 months. **(Section 3.6)**	9	9	2	2	1	1	1
2.5. Capability of building family units at no more than $225,000/unit of Total Development Cost (TDC). **(Section 3.6)**	6	6	3	3	1	1	1
2.6. Management experience. **(Section 3.7)**	4	4	4	1	1	1	1
2.7. Architect's experience. **(Section 3.8)**	4	4	4	2	2	1	1
2.8. Legal Counsel experience with mixed-finance HUD transactions, HUD Disposition/Demolition approval process, and other HUD requirements. **(Section3.9)**	7	7	4	4	2	1	1

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC (Related Urban)
3. Development concept and financial strategies for designated project. (Refer to TAB 3)			0	0	0	0	0
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (**Section 3.10**)	12	11	5	0	0	0	0
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (**Section 3.10**)	13	13	12	10	10	9	9
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (**Section 3.11**)	20	20	12	8	10	8	8
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (**Refer to TAB 3**)			0	0	0	0	0
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (**Section 3.12**)	7	7	7	0	0	1	2
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. (**Section 3.12**)	7	7	7	5	5	5	5
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (**Section 3.12**)	7	7	0	0	0	4	4
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (**Section 3.12**)	7	7	0	0	4	4	4
4.5. Training and employment of ex-offenders (**Section 3.12**)	2	2	0	0	2	0	0
Sub-Total	150	154	88	54	53	54	54
Optional additional points based on proposer being a Certified Section 3 business	5	5	5	5	5	5	5
Grand Total		154.55	96.55	61.55	67.55	63.05	64.55

Sara L. Alvin-Smith
Print Name:

Signature:

Date:

Vendor isn't a Certified Sec 3 business 5/6 58 points IRF

A. Garcia

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC. (Related Urban)
1. Proposer's demonstrated qualifications, experience, capacity and past performance in mixed-financed/HUD-subsidized family housing and other proposed uses of similar size, scope, complexity and financing strategy as the project(s) proposed by developer. **(Refer to TAB 2)**	18	18	15	16	7	18	18
1.1. Proposer's Financial Strength **(Section 3.5)** E	4	1	1	4	3	2	4
1.2. Proposers Experience partnering (as a co-owner or co-developer) with small and minority firms and/or women-owned enterprises. **(Section 3.5)** F	3	3	2	2	3	3	3
		No audited FS	No audited FS for 2014				
2. Development Team's demonstrated qualifications, experience, (including past performance on PHCD and/or County projects) and capacity, including key personnel of developer, consultants, and legal counsel that will be assigned to the project proposed by Developer with similar complex projects and development of multi-family rental housing for HUD. **(Refer to TAB 3)**				developed no public housing projects			
2.1. Development Team key personnel experience developing similar complex projects. **(Section 3.6)**	10	10	10	8	8	10	10
2.2. Development Team key personnel experience in developing multi-family rental housing for HUD projects **(Section 3.6)**	5	5	5	3	4	5	5
2.3. Experience interacting with community, residents, and media. **(Section3.6)**	5	5	5	4	4	5	5
2.4. Development Team key personnel experience in completing complex projects with phased completion (i.e. Phase I completion - 24 months, all other phases completion - 36 months. **(Section 3.6)**	9	9	8	7	7	9	9
2.5. Capability of building family units at no more than $225,000/unit of Total Development Cost (TDC). **(Section 3.6)**	6	5	6	6	6	5	6
2.6. Management experience. **(Section 3.7)**	4	4	4	4	3	4	4
2.7. Architect's experience. **(Section 3.8)**	4	4	4	4	4	4	4
2.8. Legal Counsel experience with mixed-finance HUD transactions, HUD Disposition/Demolition approval process, and other HUD requirements. **(Section3.9)**	7	7	7	6	7	7	7

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC (Related Urban)
3. Development concept and financial strategies for designated project. (Refer to TAB 3)							
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (Section 3.10)	12	12	10	12	10	10	12
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (Section 3.10)	13	13	13	12	10	10	11
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (Section 3.11)	20	15	10	15	15	15	15
			Commitment Letter			TDC $18,225,000	
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (Refer to TAB 3)			Not executed $135,000 gap				
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (Section 3.12)	7	7	No actual commitment on Sec 3 vendors contractors 5	6	7	6	7
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. (Section 3.12)	7	7	5	6	7	6	7
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (Section 3.12)	7	7	5 paid contractors not identified	6	7	7	7
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (Section 3.12)	7	7	7	2	7	6	7
4.5. Training and employment of ex-offenders (Section 3.12)	2	2	2	2	2	0	2
Sub-Total	150	141	124	125	123	130	143
Optional additional points based on proposer being a Certified Section 3 business	5	5	5	5	5	0	5
Grand Total		146 /	129	130 /	128 /	130 /	148

Print Name: Zaida Garcia

Signature:

Date: 10/1/15

J. Cibran

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC. (Related Urban)
1. Proposer's demonstrated qualifications, experience, capacity and past performance in mixed-financed/HUD-subsidized family housing and other proposed uses of similar size, scope, complexity and financing strategy as the project(s) proposed by developer. **(Refer to TAB 2)**	18	14	12	6	9	16	17
1.1. Proposer's Financial Strength **(Section 3.5)**	4	1	2	1	4	4	4
1.2. Proposers Experience partnering (as a co-owner or co-developer) with small and minority firms and/or women-owned enterprises. **(Section 3.5)**	3	3	0	3	0	0	3
2. Development Team's demonstrated qualifications, experience, (including past performance on PHCD and/or County projects) and capacity, including key personnel of developer, consultants, and legal counsel that will be assigned to the project proposed by Developer with similar complex projects and development of multi-family rental housing for HUD. **(Refer to TAB 3)**		–	–	–	–	–	–
2.1. Development Team key personnel experience developing similar complex projects. **(Section 3.6)**	10	8	7	4	6	8	9
2.2. Development Team key personnel experience in developing multi-family rental housing for HUD projects **(Section 3.6)**	5	5	4	2	4	5	4
2.3. Experience interacting with community, residents, and media. **(Section3.6)**	5	5	3	4	2	4	5
2.4. Development Team key personnel experience in completing complex projects with phased completion (i.e. Phase I completion - 24 months, all other phases completion - 36 months. **(Section 3.6)**	9	9	6	4	5	9	9
2.5. Capability of building family units at no more than $225,000/unit of Total Development Cost (TDC). **(Section 3.6)**	6	3	5	6	6	5	6
2.6. Management experience. **(Section 3.7)**	4	4	4	2	4	2	4
2.7. Architect's experience. **(Section 3.8)**	4	3	4	2	4	4	4
2.8. Legal Counsel experience with mixed-finance HUD transactions, HUD Disposition/Demolition approval process, and other HUD requirements. **(Section3.9)**	7	7	7	7	7	7	7

VNC

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"*
Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC.	Carrfour Supportive Housing, Inc.	Centennial Management Corp.	Community Housing Partners Corp. & Miami Waymark 2.0 JV, LLC., a JV	Miami Redevelopment Partners	RUDG, LLC (Related Urban)
3. Development concept and financial strategies for designated project. **(Refer to TAB 3)**		–	–	–	–	–	–
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. **(Section 3.10)**	12	8	8	4	10	8	11
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. **(Section 3.10)**	13	12	11	4	11	11	12
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. **(Section 3.11)**	20	19	6	12	13	13	19
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. **(Refer to TAB 3)**		–	–	–	–	–	–
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. **(Section 3.12)**	7	7	4	1	5	5	5
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. **(Section 3.12)**	7	6	5	2	7	6	7
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. **(Section 3.12)**	7	7	4	3	6	2	7
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. **(Section 3.12)**	7	7	6	5	7	2	7
4.5. Training and employment of ex-offenders **(Section 3.12)**	2	2	2	2	2	0	2
Sub-Total	150	130	102	74	112	111	142
Optional additional points based on proposer being a Certified Section 3 business	5	5	5	5	5	0	5
Grand Total		135	107	79	117	111	147

JORGE R. CIBRAN
Print Name:

Jorge R. Cibran
Signature:

10/1/15
Date:

EXHIBIT B

Memorandum

MIAMI-DADE COUNTY

Date: January 20, 2016

To: Indira Rajkumar-Futch
Chairwoman, Selection Committee

Through: Michael Liu
Director, Public Housing and Community Development

From: Carlos A. Gimenez
Mayor

Subject: Approval to Seek Best and Final Offer for Liberty Square RFA (RFA No. 2015-01)

I have carefully reviewed your January 20, 2016 report of the evaluation process for the referenced RFA. Based on the proximity of the final scoring for the two top ranked firms, Atlantic Pacific Communities, LLC. and Related Urban, LLC., I am directing you to request best and final offers from these two firms.

The best and final offers shall concentrate on securing the best possible financial return to the County, and most beneficial combination of housing options and amenities consistent with the best interest of residents of Liberty Square and Miami-Dade County.

The Selection Committee will review and evaluate the best and final offers, and a recommendation will be provided to me for negotiations of a master development agreement, long term ground lease and other applicable agreements.

Please be advised that the Cone of Silence remains in place for this solicitation.

Memorandum

MIAMI-DADE COUNTY

Date: March 2nd, 2016

EXHIBIT C

To: Carlos A. Gimenez
Mayor

Through: Michael Liu
Director, Public Housing and Community Development

From: Indira Rajkumar-Futch
Chairwoman, Selection Committee

Subject: Report of Competitive Selection Committee for Request for Application No. 2015-01 for Liberty Square Rising/ Best and Final Offers

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Public Housing and Community Development (PHCD) issued a competitive solicitation on May 27, 2015 titled: Request for Applications No. 2015-01 to Developer Pool Pursuant to RFQ #794A, #794B and #794C for Redevelopment of Liberty Square and Lincoln Gardens *"Liberty Square Rising"* (RFA). The services to be provided under this contract will include but are not limited to: 1) obtaining project financing, 2) providing employment opportunities for very low-, low-, and moderate income residents' housed in development areas, 3) providing Section 3, small and minority and women business enterprises participation, 4) engagement with community stakeholders and residents to receive input on various aspects of the project such as crime prevention through environmental design, unit configurations, amenities and job training, and 5) providing development of both public and non-public housing and other uses using a mixed finance and mixed-income approach. Both sites are located in Commission District 3 represented by Commissioner Audrey Edmonson.

On January 20, 2016, I forwarded a Report of Competitive Selection Committee for Request for Application No. 2015-01 for Liberty Square Rising to you, to seek direction for negotiations. On that same date, you directed me to seek Best and Final Offers (BAFO's), which is permitted under the solicitation, from the two top ranked firms (Atlantic Pacific Communities, LLC, and Related Urban) which would concentrate on securing the best possible financial return to the County, and most beneficial combination of housing options and amenities consistent with the best interest of the residents of Liberty Square and Miami-Dade County. Atlantic Pacific Communities, LLC and Related Urban submitted BAFO's on the due date of February 5th, 2016. Both BAFO's included improvements to housing options and amenities. In addition, a greater financial return to the County was included in the BAFOs, as summarized in Attachment A.

The Selection Committee was tasked with reviewing, evaluating and scoring the BAFO's from Atlantic Pacific Communities, LLC, and Related Urban. The Selection committee evaluated the BAFO's and scored them on the evaluation criteria indicated in the BAFO's (See Attachment B – Instructions to the Selection Committee). The Selection Committee met on February 18th, 2016 to review BAFO and tabulate scoring by Selection Committee members. The composite scores, aggregating all Committee members' scores (from the highest ranked to the lowest) are as follows:

Final Scores:

Rank	Name of Proposer	Address	Score
1	RUDG, LLC. (Related Urban)	315 S. Biscayne Blvd, Miami, FL 33131	1236
2	Atlantic Pacific Communities, LLC.	2950 SW 27 Ave, #200, Miami, FL 33133	1197

Local Preference:
Local preference is not applicable to RFQ794A-C.

Negotiations:
Based on the highest ranked score received by the Selection Committee members, I am requesting your approval for the County to enter into negotiations with the highest ranked Proposer, Related Urban. The following individuals will participate in the negotiations:

Michael Liu, Director, Public Housing and Community Development
Jorge Cibran, Division Director, Public Housing and Community Development
Julie Edwards, Assistant Director, Public Housing and Community Development
Clarence Brown, Division Director, Public Housing and Community Development
Steven Mayers, Real Estate Advisor, Internal Services Department

Copies of the BAFO score sheets are attached for each Selection Committee member, as well as a composite score sheet. Your approval of the Selection Committee recommendation is requested.

Approved

Carlos A. Gimenez
Mayor

Date

ATTACHMENT A
Summary of financial return to the County

Financial benefit/County participation proposed by Related Urban:

Item	Original Proposal	BAFO Proposal
Capitalized Ground Lease Payments	$2,585,000	$3,720,000
Developer Fee to the County	30% (estimated by developer at $8,525,000)	40% (estimated by developer at $18,087,176)
Surplus Cash Flow to the County	50%*	50% (estimated by developer at $6,685,503)
Homeownership Proceeds	30% (estimated by developer at $1,272,000)	50% (estimated by developer at $1,393,489)
Surtax and CFFP interest (years 1-15)	(not addressed in original proposal)	1% (estimated by developer at $2,100,000)
Sale or Refinancing Proceeds (year 15)	(not addressed in original proposal)	$11,002,298, based on market conditions
Surtax Loan repayment	(not addressed in original proposal)	$4,700,000

* Where no amount is indicated, the developer did not provide a dollar amount.

Financial benefit/County participation proposed by Atlantic Pacific Communities, LLC:

Item	Original Proposal	BAFO Proposal
Capitalized Ground Lease Payments	$0.00	$7,775,000
Developer Fee to the County	40%*	40% (estimated at nearly $17M)
Surplus Cash Flow to the County (no anticipated amount noted by the Developer)	50%*	50%*
Surtax interest (no CFFP interest)	Percentage interest was not stipulated by developer	Percentage interest was not stipulated by developer
Option to County to purchase General Partner's interest at the stated amount of $100, upon payment of deferred developer fee and expiration or assumption of its guarantees, subject to lender and investor approval	(option not provided by developer)	Option provided by developer for $100
Leveraging County Funds: Developer contemplates not using entire amount of $46 million made available by the County. Contemplated savings are shown. *(Note: this figure is based on an assumption by developer that two phases of the project will receive 9% Low-Income Housing Tax Credit (LIHTC) allocation from the Florida Housing Finance Corporation (FHFC) which is not assured by any policy FHFC. If these phases do not receive the 9% LIHTC, there will not be any "savings" from the $46 million.)*	$4,500,000	$4,000,000
Scholarship fund: Developer proposes $500,000 college/vocational scholarships fund for Liberty Square residents, from the $4M in "savings" noted above. *(Note: by law, savings from Surtax, CFFP and GOB funding cannot be used for scholarships.)*	(not addressed in original proposal)	$500,000

* Where no amount is indicated, the developer did not provide a dollar amount.

Note: taxes which would be provided to the County, regardless of the developer selected, were not indicated above as a benefit provided to County by Atlantic Pacific Communities, LLC or Related Urban.

ATTACHMENT B

INSTRUCTION SHEET FOR THE SELECTION COMMITTEE MEMBERS

REQUEST FOR APPLICATION (RFA) No. 2015-01 / LIBERTY SQUARE RISING
Best and Final Offer (BAFO)

INCLUDED IN THIS PACKET

- Implementing Order (IO) No. 3-34 (Scoring Guidelines)
- Evaluation Criteria Scoring Sheet
- Best and Final Offer (BAFO) Letter to the Proposers
- One (1) thumb drive containing **Atlantic Pacific Communities, LLC's** proposal submittal.*
- One (1) thumb drive containing **RUDG, LLC (Related Urban)'s** proposal submittal.*

**Bring all of the necessary documents to complete your evaluation to every meeting.*

The RFA, the original proposals from the two proposers identified above, and the original scoring sheets from the original evaluation, will also be made available to you upon written request in advance of the meeting or at the meeting upon request.

EVALUATION/SELECTION COMMITTEE TASK

In accordance with the RFA solicitation, Selection Committee members are asked to independently review the two (2) BAFO Proposals and, at the meeting of the Selection Committee which is currently scheduled for February 18, 2016 to review, evaluate and score the proposals following the evaluation criteria in the BAFO Letter and I.O. 3-34 (Scoring Guidelines). Detailed instructions for evaluation of the BAFO are included herein. Each of the Selection Committee members is required to evaluate the offers and score, and to vote independently. You will have the opportunity to discuss the BAFO Proposals at the evaluation selection meeting. Once the scores has been computed, the Committee Chair will share the outcome of the evaluation with the selection committee members and forward a recommendation for negotiations to the County Mayor.

CONE OF SILENCE- REFER TO SECTION 1.6 OF THE SOLICITATION

The Cone of Silence **prohibits any communication** regarding RFPs or RFQs between, among others, potential proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs, and any member of the Selection Committee.

The provisions do not apply to, among other communications, to oral presentations before selection committees, contract negotiations during any duly noticed public meeting, or communications in writing (written communications may be in the form of e-mail to the contact person, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov) at any time with any County employees, officials, or member of the Board of County Commissioners unless specifically prohibited by the applicable solicitation document.

INSTRUCTIONS TO SELECTION COMMITTEE MEMBERS

- Please read everything included in this packet.

- Please review **all** of the information submitted in the two BAFO offers in order to evaluate the BAFO proposals correctly. Please evaluate the responses.

- The Selection Committee will review, evaluate and score each BAFO. The score for each BAFO (BAFO Score) shall consist of the scores previously given for Sections 3.5 through 3.9, and optional points for US HUD Section 3 Preference, added to the scores which the Selection Committee will give in the attached form for the Evaluation Criteria related to the BAFO items, Sections 3.10, 3.11, and 3.12. Please be prepared to provide final scores for the two proposals at the Selection Committee meeting to negotiate with a single proposer for a master development agreement, long term ground lease, and other applicable mixed-finance agreements for RFA No. 2015-01.

- At the meeting, you will have an opportunity to ask questions about the BAFO. The final BAFO evaluation meeting will take place on February 18, 2016 at Robert King High Board Room located at 1407 NW 7th Street, Miami, Florida 33125 at 3:30p.m.

- The Committee meetings are publicly noticed meetings (not public hearings). As such, members of the public may choose to attend, but will not be addressing the Committee.

If you need anything further, please contact the Committee Chairperson via email at indi@miamidade.gov copying the Clerk of the Board at clerkbcc@miamidade.gov.

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens
"Liberty Square Rising"
Best and Final Offer (BAFO) Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC	RUDG, LLC. (Related Urban)
3. Development concept and financial strategies for designated project. (**Refer to TAB 3**)			
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (**Section 3.10**)	12	12	10
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (**Section 3.10**)	13	13	11
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (**Section 3.11**)	20	20	18
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (Refer to TAB 3)			
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (**Section 3.12**)	7	7	6
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. (**Section 3.12**)	7	7	5
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (**Section 3.12**)	7	7	5
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (**Section 3.12**)	7	7	5
4.5. Training and employment of ex-offenders (**Section 3.12**)	2	2	2
Total	**75**	75	62

Sara L. Smith
Print Name:

Sara L. Smith
Signature:

2/18/16
Date:

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens
"Liberty Square Rising"
Best and Final Offer (BAFO) Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC	RUDG, LLC. (Related Urban)
3. Development concept and financial strategies for designated project. (**Refer to TAB 3**)			
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (**Section 3.10**)	12	7	12
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (**Section 3.10**)	13	8	12
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (**Section 3.11**)	20	16	19
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (Refer to TAB 3)			
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (**Section 3.12**)	7	7	7
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. **(Section 3.12)**	7	6	7
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (**Section 3.12**)	7	5	7
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (**Section 3.12**)	7	5	7
4.5. Training and employment of ex-offenders (**Section 3.12**)	2	1	2
Total	**75**	55	73

JORGE R. CIBRAN
Print Name:

Signature:

2/18/16
Date:

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens
"Liberty Square Rising"
Best and Final Offer (BAFO) Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC	RUDG, LLC. (Related Urban)
3. Development concept and financial strategies for designated project. (**Refer to TAB 3**)			
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (**Section 3.10**)	12	8	11
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (**Section 3.10**)	13	10	12
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (**Section 3.11**)	20	12	18
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (Refer to TAB 3)			
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (**Section 3.12**)	7	4	6
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. (**Section 3.12**)	7	4	6
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (**Section 3.12**)	7	4	5
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (**Section 3.12**)	7	6	6
4.5. Training and employment of ex-offenders (**Section 3.12**)	2	2	2
Total	**75**	50	66

Christina Salinas Cotter — Print Name:
Christina Cotter — Signature:
2/18/16 — Date:

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens
"Liberty Square Rising"
Best and Final Offer (BAFO) Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC	RUDG, LLC. (Related Urban)
3. Development concept and financial strategies for designated project. (**Refer to TAB 3**)			
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (**Section 3.10**)	12	9	12
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (**Section 3.10**)	13	11	11
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (**Section 3.11**)	20	16	18
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (Refer to TAB 3)			
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (**Section 3.12**)	7	5	5
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. **(Section 3.12)**	7	5	5
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (**Section 3.12**)	7	5	5
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (**Section 3.12**)	7	5	5
4.5. Training and employment of ex-offenders (**Section 3.12**)	2	2	2
Total	**75**	58	63

Jose A. Galan
Print Name:

Signature

2-18-16
Date:

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens
"Liberty Square Rising"
Best and Final Offer (BAFO) Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC	RUDG, LLC. (Related Urban)
3. Development concept and financial strategies for designated project. (**Refer to TAB 3**)			
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (**Section 3.10**)	12	9	10
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (**Section 3.10**)	13	9	11
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (**Section 3.11**)	20	18	18
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (Refer to TAB 3)			
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (**Section 3.12**)	7	5	6
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. (**Section 3.12**)	7	5	6
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (**Section 3.12**)	7	4	7
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (**Section 3.12**)	7	5	7
4.5. Training and employment of ex-offenders (**Section 3.12**)	2	2	2
Grand Total	**75**	57	67

Adela Suarez Garcia
Print Name:

Adela Suarez Garcia
Signature:

2/19/16
Date:

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens
"Liberty Square Rising"
Best and Final Offer (BAFO) Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC	RUDG, LLC. (Related Urban)
3. Development concept and financial strategies for designated project. (**Refer to TAB 3**)			
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (**Section 3.10**)	12	10	8
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (**Section 3.10**)	13	9	11
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (**Section 3.11**)	20	16	13
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (Refer to TAB 3)			
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (**Section 3.12**)	7	7	7
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. **(Section 3.12)**	7	ah 4	7
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (**Section 3.12**)	7	5	3
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (**Section 3.12**)	7	7	5 ah
4.5. Training and employment of ex-offenders (**Section 3.12**)	2	2	2
Total	**75**	60	~~56~~ 56 ah

Andrea J. Hewson
Print Name:

Andrea J. Hewson
Signature:

2/18/2016
Date:

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens
"Liberty Square Rising"
Best and Final Offer (BAFO) Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC	RUDG, LLC. (Related Urban)
3. Development concept and financial strategies for designated project. (**Refer to TAB 3**)			
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (**Section 3.10**)	12	9	12
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (**Section 3.10**)	13	11	13
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (**Section 3.11**)	20	18	19
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (Refer to TAB 3)			
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (**Section 3.12**)	7	6	7
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. (**Section 3.12**)	7	6	7
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (**Section 3.12**)	7	6	7
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (**Section 3.12**)	7	7	6
4.5. Training and employment of ex-offenders (**Section 3.12**)	2	1	1.5
Total	75	64	72.5

José A. Rodríguez
Print Name:

Signature:

2/18/16
Date:

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens
"Liberty Square Rising"
Best and Final Offer (BAFO) Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC	RUDG, LLC. (Related Urban)
3. Development concept and financial strategies for designated project. (**Refer to TAB 3**)			
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (**Section 3.10**)	12	11	12
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (**Section 3.10**)	13	13	13
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (**Section 3.11**)	20	20	18
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (Refer to TAB 3)			
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (**Section 3.12**)	7	7	6
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. **(Section 3.12)**	7	6	7
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (**Section 3.12**)	7	6	7
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (**Section 3.12**)	7	6	7
4.5. Training and employment of ex-offenders (**Section 3.12**)	2	2	1
Total	**75**	71	71

NATHANIEL J. WILCOX — Print Name:

Nathaniel J. Wilcox — Signature:

FEB. 15, 2016 — Date:

Request for Application (RFA) No. 2015-01 for Redevelopment of Liberty Square and Lincoln Gardens
"Liberty Square Rising"
Best and Final Offer (BAFO) Evaluation Criteria Scoring Sheet

Evaluation Criteria	Maximum Points	Atlantic Pacific Communities, LLC	RUDG, LLC. (Related Urban)
3. Development concept and financial strategies for designated project. (**Refer to TAB 3**)			
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (**Section 3.10**)	12	10	11
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (**Section 3.10**)	13	10	13
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (**Section 3.11**)	20	15	18
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. (Refer to TAB 3)			
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (**Section 3.12**)	7	7	6
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. **(Section 3.12)**	7	7	7
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (**Section 3.12**)	7	6	7
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (**Section 3.12**)	7	7	7
4.5. Training and employment of ex-offenders (**Section 3.12**)	2	2	2
Total	**75**	64	71

Clarence D. Brown
Print Name:

Clarence D. Brown
Signature:

2/18/2016
Date:

COMPOSITE EVALUATION OF BEST AND FINAL OFFER (BAFO) PROPOSALS

Request For Applications (RFA) No. 2015-01 / Liberty Square Rising Best And Final Offer (BAFO)

EVALUATION CRITERIA	Maximum Points Per Criterion	Selection Committee Members	Maximum Total Points (Per member)	Proposer's Name: BAFO For Atlantic Pacific Communities, LLC	Proposer's Name: BAFO For RUDG, LLC (Related Urban)	Selection Committee Members BAFO, Original Score For Evaluation Criteria Sections 3.5 - 3.9, and additional points for Section 3 Preference For Atlantic Pacific Communities, LLC	Selection Committee Members BAFO, Original Score For Evaluation Criteria Sections 3.5 - 3.9, and additional points for Section 3 Preference For RUDG, LLC (Related Urban)
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. (Section 3.10)	12	Jorge R. Cibran	75	55	73	122	150
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. (Section 3.10)	13	Jose A. Rodriguez	75	64	72.5	127	140.5
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. (Section 3.11)	20	Clarence Brown	75	64	71	139	151
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. (Section 3.12)	7	Christina Salinas-Cotter	75	50	66	117	138
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. (Section 3.12)	7	Jose A. Galan	75	58	63	119	130
4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. (Section 3.12)	7	Nathaniel Wilcox	75	71	71	148	149
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. (Section 3.12)	7	Sara Smith	75	75	62	155	94
4.5. Training and employment of ex-offenders (Section 3.12)	2	Adela Garcia	75	57	67	133	147
Total Points	75	Andrea Heuson	75	60	56	137	136
		Total Points	Maximum Total Points (9 members) 675	554	602	1197	1236
		Proposer's Ranking		2	1	2	1

Signature: INDIRA RAJKUMAR-FUTCH

Chairperson

Michael Lin Michael Lin

Reviewed By

Exhibit D

PROPERTY INFORMATION IN ACCORDANCE WITH RESOLUTION R-376-11 and R-333-15

Development / Folio / HUD -Fla Number	Location / Address	Short Legal Description	Zoning	Lot Size Sq. Ft. / Acre	Existing Structure (if applicable)	Type of Deed County Acquired Parcel	Past Estimated Annual Costs	Commissioner District	2015 Market Value	2015 Assessed Value	Total Amount of Completed Projects	Proposed Future Investment
Lincoln Gardens 30-3122-004-0010 FL 005-818	4771 NW 24 Court Miami, FL 33142	Lincoln Gardens PB 48-56 Tracts 1 thru 4 & 25 Ft Alley & 50 Ft Strip FKA 24 Ct LYG Within & S 25 Ft 48 St LYG N & ADJ Per R-636-73	Miami Dade County **RU-2** 2 Family use and **RU-4** 50 du / acre	394,658 Sq. Ft./ 9.06 Acres	Vacant	The 1951 DOT states that the City of Miami is the "Local Authority." This site was conveyed to the County through a Quit Claim Deed from the City of Miami, which was subsequently recorded, as directed by the Board on 3-2-10, via R-206-10.	$72,422 Annual Costs (FY '15 AMP Expenditures, includes other costs)	3	$739,984	$739,984	2011 Demolition cost $153,945	$46,000,000 (indicates County investment based on RFA No. 2015-01)
44 **Liberty Square** 01-3114-009-0010 FL 005-005	1415 NW 63 Street Miami, FL 33147, 6304 NW 14 Avenue Miami, FL 33147 and 6413 NW 15 Avenue Miami, FL 33147	14 53 41 17.6 AC PB 34-99 Low Cost Housing Project No H 4602 BLKS 1 thru 6 INC Less W10 Ft. of BLKS 2-4 & 6	City of Miami **T4 R** (R-3) 36 du/ acre	885,575 Sq. Ft./ 20.33 Acres	36 residential buildings, 176 dwelling units, 1 non-dwelling unit and 3 non-residential buildings	These sites were conveyed to the County from the City of Miami in 1968. Resolution R-206-10 formalized the transfer of these sites to the County. The document was recorded 3/11/2010.	$1,374,465 Annual Costs (FY '15 AMP Expenditures) or other costs	3	$12,621,668	$12,621,668	2009 to 2016 Combined Projects Liberty Square FL 005-002 FL 005-003 FL 005-005 $5,415,182	
Liberty Square 01-3114-002-0010 FL 005-002 and FL 005-003	1415 NW 63 Street Miami, FL 33147	Public Housing Project FL 5-2 & 5-3 PB 53-71 BLKS 1 thru 6	City of Miami **T4 R** (R-3) 36 du/ acre	1,597,345 Sq. Ft./ 36.67 Acres	93 residential buildings, 532 dwelling units	These sites were conveyed to the County from the City of Miami in 1968. Resolution R-206-10 formalized the transfer of these sites to the County. The document was recorded 3/11/2010.	$4,647,094 Annual Costs (FY '15 AMP Expenditures) or other costs	3	$17,984,033	$17,984,033		

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: June 7, 2016

FROM: Abigail Price-Williams County Attorney

SUBJECT: Agenda Item No.

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**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor'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 Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING SELECTION OF RUDG, LLC, PURSUANT TO REQUEST FOR APPLICATION NO. 2015-01, AS THE DEVELOPER OF LIBERTY SQUARE AND LINCOLN GARDENS PUBLIC HOUSING SITES (LIBERTY SQUARE RISING), WHICH WILL BE PARTIALLY FUNDED WITH BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDING IN AN AMOUNT OF APPROXIMATELY $32,300,000.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GROUND LEASE AGREEMENTS, ADDITIONAL GROUND LEASES, AND SUBLEASES TO PROVIDE SITE CONTROL OF THE DEVELOPMENTS, A MASTER DEVELOPMENT AGREEMENT, AND ALL NECESSARY MIXED-FINANCE AGREEMENTS AND OTHER DOCUMENTS WITH RUDG, LLC OR ITS SUBSIDIARIES (RELATED URBAN) FOR THE DEVELOPMENT OF LIBERTY SQUARE AND LINCOLN GARDENS, SUBJECT TO UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S APPROVAL, ANY AMENDMENTS, MODIFICATIONS, CANCELLATION, TERMINATION, RENEWAL PROVISIONS, AND ALL OTHER RIGHTS IN THE GROUND LEASES AND MASTER DEVELOPMENT AGREEMENT, TO SUBMIT A DEMOLITION AND DISPOSITION APPLICATION FOR THE LIBERTY SQUARE PUBLIC HOUSING SITE AND A DISPOSITION APPLICATION FOR THE LINCOLN GARDENS PUBLIC HOUSING SITE TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, TO EXECUTE AMENDMENT(S) TO ANNUAL CONTRIBUTION CONTRACT(S), AGREEMENTS, RELEASES, AND ANY OTHER DOCUMENTS THAT MAY BE REQUIRED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND/OR FLORIDA HOUSING FINANCE CORPORATION; DELEGATING TO COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE AUTHORITY TO DETERMINE THE VALUE OF ALTERNATIVE FORM OF SECURITY IN LIEU OF PAYMENT AND PERFORMANCE BOND TO BE PROVIDED TO THE COUNTY BY RUDG, LLC SUBJECT TO CERTAIN PARAMETERS SET FORTH IN THIS RESOLUTION; AND WAIVING THE REQUIREMENTS OF RESOLUTION NO. R-130-06

WHEREAS, there has been no formal bid protest received by the County; and

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:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board approves the selection of RUDG, LLC as the developer of Liberty Square and Lincoln Gardens ("Liberty Square Rising"), which will be partially funded with Building Better Communities General Obligation Bonds in an amount of approximately $32,300,000.00 as set forth in Resolution No. R-852-15.

Section 3. This Board authorizes the County Mayor or the County Mayor's designee to execute ground lease agreements with RUDG, LLC or its subsidiaries (Related Urban), in substantially the form attached hereto as Exhibits "A" and "B" and made a part hereof, to provide site control of Lincoln Gardens and Liberty Square public housing sites to Related Urban for the purpose of submitting applications for low income tax credit to Florida Housing Finance Corporation (Finance Corporation). This Board also authorizes the County Mayor or the County Mayor's designee to execute any additional ground leases that may be necessary to preserve site control with Related Urban, subject to Housing and Urban Development's approval. This Board further authorizes the County Mayor or the County Mayor's designee to consent, at the County Mayor or the County Mayor's designee's sole discretion, to Related Urban entering into sub-ground leases, where applicable, and as may be required to meet the requirements of the Finance Corporation and/or Housing and Urban Development.

Section 4. This Board approves the terms and authorizes the County Mayor or the County Mayor's designee to execute a Master Development Agreement with Related Urban for the development of Liberty Square Rising, in substantially the form attached hereto as Exhibit "C", subject to Housing and Urban Development's approval.

Section 5. This Board further authorizes the County Mayor or the County Mayor's designee to exercise any amendments, modification, cancellation, termination, and renewal provisions and any other rights contained in the ground leases and master development agreement.

Section 6. This Board also authorizes the County Mayor or the County Mayor's designee to execute all necessary mixed-finance agreements, amendments to the annual contribution contract and all other documents with Related Urban, including but not limited to amendments, agreements, releases, ground leases and any other documents, subject to Housing and Urban Development's approval.

Section 7. This Board delegates to the County Mayor or the Mayor's designee the authority to determine the value and sufficiency of the alternative form of security in lieu of a payment and performance bond for Liberty Square Rising, provided that, in determining the sufficiency and value of the alternative security the County Mayor or the County Mayor's designee will consider the nature, history and financial capabilities of Related Urban, the contractual obligations secured by the alternative security, and the contractual safeguards in

place to protect payments to persons performing the work and require that, prior to commencement of the work or purchase of supplies, any and all contractors hired by Related Urban to perform work for Liberty Square Rising has executed, delivered, and recorded in the public records a statutory payment and performance bond in the full amount of the contract naming the County as an obligee, all as required by Section 255.05, Florida Statutes.

Section 8. This Board authorizes the County Mayor or the County Mayor's designee to submit a disposition and demolition application for the Liberty Square public housing site and a disposition application for the Lincoln Gardens public housing site to Housing and Urban Development. This Board also authorizes the County Mayor or the County Mayor's designee to execute amendments to annual contributions contracts, if required, to execute any agreements, releases from declarations, and any other documents on behalf of the County that may be required by the Housing and Urban Development, and to exercise amendments, modifications, cancellation, and termination clauses contained therein.

Section 9. This Board waives the requirements of Resolution No. R-130-06, which requires that all contracts must be fully negotiated and executed by a non-County party since neither the County, Related Urban can execute any mixed finance agreements, including but limited to the Master Development Agreement for Liberty Square and Lincoln Gardens and ground leases for Lincoln Gardens and Liberty Square, without Housing and Urban Development's prior approval.

Section 10. The County Mayor or the County Mayor's designee is hereby directed to provide to the Property Appraiser's Office executed copies of the ground leases and operating agreements within 30 days of their execution.

Section 11. The County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, shall record in the public record all ground leases, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and shall provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. The Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of June, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

EXHIBIT A

GROUND LEASE

Dated as of _____, 2016

between

MIAMI-DADE COUNTY

Landlord

and

RUDG LINCOLN GARDENS, LLC

Tenant

GROUND LEASE

THIS GROUND LEASE (this "**Lease**"), made as of _____, 2016 (the "***Lease Date***") by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida and a "public housing agency" as defined in the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*, as amended) ("***Landlord***") and **RUDG LINCOLN GARDENS, LLC**, a Florida limited liability company ("***Tenant***").

WITNESSETH:

WHEREAS, Landlord is the owner of the Land (as defined below) consisting of certain real property located in Miami-Dade County, Florida, which is commonly known as Lincoln Gardens (FLA 5-019).

WHEREAS, Tenant has proposed to construct approximately 240 units on the Land or the maximum amount allowed by applicable zoning requirements.

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

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

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

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

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

ARTICLE I

DEFINITIONS

1.1. Definitions.

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

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

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

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

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

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

(f) ***Base Rent*** means the rent due from Tenant to Landlord as set forth in Section 3.1.

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

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

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

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

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

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

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

(n) ***Hazardous Substances*** means (i) "hazardous substances" as defined by CERCLA or Section 311 of the Clean Water Act (33 USC § 1321), or listed pursuant to Section 307 of the Clean Water Act (33 USC § 1317); (ii) "hazardous wastes," as defined by RCRA; (iii) any hazardous, dangerous or toxic chemical, waste, pollutant, material, element, contaminant or substance ("pollutant") within the meaning of any Environmental Law prohibiting, limited or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant; (iv) petroleum crude oil or fraction thereof; (v) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. §2011 et seq. and amendments thereto and reauthorizations thereof; (vi) asbestos-containing materials in any form or condition; (vii) polychlorinated biphenyls or polychlorinated biphenyl-containing materials in any form or condition; (viii) a "regulated substance" within the meaning of Subtitle I of RCRA, as amended from time to time and regulations promulgated thereunder; (ix) substances the presence of which requires notification, investigation or remediation under any Environmental Laws; (x) urea formaldehyde foam insulation or urea formaldehyde foam insulation-containing materials; (xi) lead-based paint or lead-based paint-containing materials; and (xii) radon or radon-containing or producing materials.

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

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

(q) ***Land*** means that certain real property located in Miami-Dade County, legally described in Exhibit A, together with all easements, rights, privileges, licenses, covenants and other matters that benefit or burden the real property.

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

(s) ***Landlord/Tenant Documents*** means all applicable documents to be executed between Landlord and Tenant with respect to the Premises.

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

(u) ***Lease Date*** means the date hereof.

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

(w) ***Partial Taking*** has the meaning set forth in Section 6.2(d).

(x) ***Permitted Leasehold Mortgage(s)*** has the meaning set forth in Section 8.9.

(y) ***Permitted Leasehold Mortgagee*** has the meaning set forth in Section 8.9(a).

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

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

(bb) ***Personal Property*** means all fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), fittings, appliances, apparatus, equipment, machinery, chattels, building materials, and other property of every kind and nature whatsoever, and replacements and proceeds thereof, and additions thereto, now or at any time hereafter owned by Tenant, or in which Tenant has or shall have an interest, now or at any time hereafter affixed to, attached to, appurtenant to, located or placed upon, or used in any way in connection with the present and future complete and comfortable use, enjoyment or occupancy for operation and maintenance of the Premises, excepting any personal property or fixtures owned by any tenant (other than Tenant) occupying the Premises and used by such tenant in the conduct of its business in the space occupied by it to the extent the same does not become the property of Tenant under the lease with such tenant or pursuant to applicable law.

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

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

(ee) ***Public Housing Units*** means approximately 117 units on the Premises regulated as public housing units in accordance with the Regulatory and Operating Agreement to be entered into with respect to the Development (the "***Regulatory and Operating Agreement***").

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

(gg) ***Rent*** means Base Rent.

(hh) ***Sales Notice*** has the meaning set forth in Section 12.1.

(ii) ***Sales Offer*** has the meaning set forth in Section 12.2

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

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

(ll) ***Tenant*** means RUDG Lincoln Gardens, LLC, a Florida limited liability company.

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

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

1.2. Interpretation.

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

1.3. Exhibits.

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

ARTICLE II

PREMISES AND TERM

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

ARTICLE III

RENT

3.1. Rent. Tenant covenants and agrees to pay to Landlord as rent under this Lease (i) an annual rental amount equal to $53,000.00 (increasing each year at four percent (4%) per year) ("***Annual Rent***"), payable out of fifty percent (50%) of the available (net) cash flow that is distributable by Tenant to its manager, after payment of any deferred developer fees and (ii) a one-time capitalized lease payment, to be paid upon the Commencement Date, in the maximum amount of $600,000.00 (the "***Capitalized Payment***"), which amount is calculated by multiplying the maximum number of units (*i.e.*, 240) *times* $2,500.00 "***Base Rent***" means the sum of Annual Rent and the Capitalized Payment. If fewer than 240 units are constructed at the Premises, the Capitalized Payment shall be reduced on a unit-for-unit basis. The Capitalized Payment shall be due upon the Commencement Date. Any portion of the Annual Rent not paid in any given year shall be deferred to the following year. No Annual Rent shall accrue until after full payment of any deferred developer fees. Base Rent shall be made payable to the Board of County Commissioners, c/o Public Housing and Community Development, 701 N.W. 1st Court, 16th Floor, Miami, Florida 33136, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein. Prior to the Commencement Date, Tenant is not obligated to pay Base Rent or any other sums to Landlord under this Lease.

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

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

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

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

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

ARTICLE IV

INDEMNITY, LIENS AND INSURANCE

4.1. Indemnity for Tenant's Acts. Landlord shall continue to operate the Premises until the Commencement Date as provided in Section 5.1(b), below. From the Commencement Date and thereafter, Tenant shall indemnify and hold harmless Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by Tenant or its employees, agents, servants, members, principals or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon

provided, however, nothing herein contained shall obligate or hold Tenant responsible prior to the Commencement Date for any costs, expenses, claims or demands made by any party associated with the Premises or for any claims stemming from Landlord's and/or its officers', employees' or agents' misconduct or negligence, unless such costs, expenses, claims or demands arise from the acts or omissions of Tenant, its agents, contractors, employees, members, or invitees.. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend Landlord or its officers, employees, agents and instrumentalities as herein provided..

4.2. Landlord's Environmental Responsibility and Representations.

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

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

1) except as may be referenced in the Environmental Assessments, as applicable, and to the best of Landlord's actual knowledge, neither the Land nor any part thereof has been used for the disposal of refuse or waste, or for the generation, processing, storage, handling, treatment, transportation or disposal of any Hazardous Substances;

2) except as may be referenced in the Environmental Assessments, as applicable, and to the best of Landlord's actual knowledge, no Hazardous Substances have been installed, used, stored, handled or located on or beneath the Land, which Hazardous Substances, if found on or beneath the Land, or improperly disposed of off of the Land, would subject the owner or occupant of the Premises to damages, penalties, liabilities or an obligation to perform any work, cleanup, removal, repair, construction, alteration, demolition, renovation or installation in or in connection with the Premises ("***Environmental Cleanup Work***") in order to comply with any Environmental Laws;

3) except as may be referenced in the Environmental Assessments, as applicable, and to the best of Landlord's knowledge, no notice from any governmental authority or any person has ever been served upon Landlord, its agents or employees, claiming any violation of any Environmental Law or any liability thereunder, or requiring or calling any attention to the need for any Environmental Cleanup Work on or in connection with the Premises, and neither

Landlord, its agents or employees has ever been informed of any threatened or proposed serving of any such notice of violation or corrective work order; and

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

4.3. Liens.

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

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

(c) Tenant shall have the right to contest any such lien or encumbrance by appropriate proceedings which shall prevent the collection of or other realization upon such lien or encumbrance so contested, and the sale, forfeiture or loss of the Premises to satisfy the same; provided that such contest shall not subject Landlord to the risk of any criminal liability or civil penalty, and provided further that Tenant shall give reasonable security to insure payment of such lien or encumbrance and to prevent any sale or forfeiture of the Premises by reason of such nonpayment, and Tenant hereby indemnifies Landlord for any such liability or penalty.

Upon the termination after final appeal of any proceeding relating to any amount contested by Tenant pursuant to this Section 4.3, Tenant shall immediately pay any amount determined in such proceeding to be due, and in the event Tenant fails to make such payment, Landlord shall have the right after five (5) business days' notice to Tenant to make any such payment on behalf of Tenant and charge Tenant therefor.

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

4.4. Insurance Requirements.

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

ARTICLE V

USE OF PREMISES; COVENANTS RUNNING WITH THE LAND

5.1. Use; Covenants.

(a) Tenant and Landlord agree that Tenant shall construct or rehabilitate multifamily residential housing for low-income, family, elderly, disabled, special needs or other population and uses acceptable to the County on the Land after HUD's approval of Landlord's disposition application and all applicable mixed-finance agreements and documents. Notwithstanding the preceding sentence, it is understood by the parties that HUD's approval of the Landlord's disposition application and the mixed finance agreements and documents is not a condition precedent to entering into this Lease or a condition precedent to Tenant's obtaining site control of the Premises.

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

1) 100% of the units in the Premises will be set aside as Public Housing Units workforce or market-rate housing and other housing to be occupied by low, very low and extremely low income households.

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

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

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

Notwithstanding the foregoing, prior to the Commencement Date, Tenant agrees that Landlord shall have a continued right of entry onto the Premises for the purposes of Landlord's continued operation of the Improvements existing as of the Lease Date and maintenance of the Premises during the period prior to the Commencement Date. Landlord shall, during this period, continue to operate the Improvements in the manner in which Landlord has operated them prior to the Lease Date and shall be responsible for all aspects of maintaining, leasing, operating, insuring and administering the Premises. If, prior to the Commencement Date, the Premises is destroyed or damaged, or becomes subject to a Taking, to any extent whatsoever, Tenant may, in its sole discretion, terminate this Lease by written notice to Landlord, whereupon neither party hereto shall have any further rights or obligations hereunder.

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

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

5.2. Residential Improvements.

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

Tenant and assist Tenant in obtaining all required licenses, permits, authorizations and the like, and shall sign all papers and documents at any time needed in connection therewith, including without limitation, such instruments as may be required for the laying out, maintaining, repairing, replacing and using of such services or utilities. Any and all buildings, fixtures, improvements, trade fixtures and equipment placed in, on, or upon the Premises shall remain the sole and exclusive property of Tenant and its subtenants, notwithstanding their affixation to, annexation to, or incorporation into the Premises, until the termination of this Lease, at which time title to any such buildings, fixtures, Improvements trade fixtures and equipment that belong to Tenant shall vest in Landlord.

(b) Tenant shall take no action to effectuate any material amendments, modifications or any other alterations to the development proposals and applications or to the Plans and Specifications, nor shall Tenant take any action to increase or decrease the total number of Public Housing Units, other housing units, and/or other uses on the Land, unless authorized in accordance with Landlord/Tenant Documents or otherwise approved by Landlord in writing and in advance.

5.3. Tenant's Obligations.

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

(b) Except as may otherwise be approved or deemed approved in accordance with the Landlord/Tenant Documents, Tenant shall not make any alteration, improvement, or addition to the Premises having a cost greater than $50,000.00 or demolish any portion thereof, without first presenting to Landlord complete plans and specifications therefor and obtaining Landlord's written consent thereto, which consent shall not unreasonably be withheld so long as, in Landlord's reasonable judgment such alteration, improvement, addition or demolition will not violate this Lease or impair the value of the Property.

5.4. Compliance with Law.

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

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

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

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

5.5. Ownership of Improvements/Surrender of Premises.

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

5.6. Easements.

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

5.7. Transfer; Conveyance; Assignment.

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

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

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

5.8 Creating Sustainable Buildings.

a) Tenant shall design the Development to be consistent with a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design ("**LEED**"); Florida Green Building Coalition **("FGBC")** or ICC 700 National Green Building Standards ("**NGBS**"), but shall not be required to obtain a Silver certification rating from LEED, FGBC or NGBS relative to the Development. Though Tenant's goal is to obtain such certification rating, if Tenant does not obtain such certification rating, provided it has used its commercially reasonable efforts to do so, Tenant shall not be in default under this Lease and Landlord shall have no right to enforce the terms of this Section 5.8 or exercise any remedies relative to such absence of a certification rating.

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

c) Further, the LEED Silver certification or designation, NGBC or NGBS certification is a description or label designed to establish the level of energy efficiency and sustainability for Buildings and Improvements of the overall Development; and should substantially improve the "normal" or "regular" energy efficiency and indoor air quality for the overall Development. Beyond these environmentally responsible steps, Tenant specifically agrees to consider additional steps or means to improve and/or protect the environment with regard to the Development, and to inform Landlord of any and all such additional methods or ways that Tenant will utilize "green building standards" in the design and construction of the overall Development in an effort to achieve the important goals of creating a healthy place to work as well as an environmentally responsible development in the community. Tenant's decision whether to incorporate or adopt any such additional steps or means shall be made in Tenant's sole and absolute discretion.

ARTICLE VI

CASUALTY AND TAKING

6.1. Casualty.

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

Notwithstanding anything contained in this Section 6.1, or otherwise in this Lease to the contrary, as long as Tenant's leasehold interest is encumbered by any Permitted Leasehold Mortgage, this Lease shall not be terminated by Landlord or Tenant in the event that the Premises is partially or totally destroyed, and, in the event of such partial or total destruction, all insurance proceeds from casualty insurance as provided herein shall be paid to and held by the

Permitted Leasehold Mortgagee, or an insurance trustee selected by the Permitted Leasehold Mortgagee to be used for the purpose of restoration or repair of the Premises. Permitted Leasehold Mortgagee shall have the right to participate in adjustment of losses as to casualty insurance proceeds and any settlement discussion relating to casualty or condemnation.

6.2. Taking.

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

(b) Award. Subject to the terms of the Permitted Leasehold Mortgages (as defined in Section 8.9), Landlord and Tenant agree that, in the event of a Taking that does not result in the termination of this Lease pursuant to Section 6.2(c) or 6.2(d), this Lease shall continue in effect as to the remainder of the Premises, and the net amounts owed or paid to Landlord or pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking, less any costs and expenses incurred by Landlord in collecting such award or payment (the "***Award***") will be disbursed in accordance with Section 6.2(c) or 6.2(d) (as the case may be) to Landlord and/or Tenant. Tenant and, to the extent permitted by law, any Permitted Leasehold Mortgagee, shall have the right to participate in negotiations of and to approve any such settlement with a condemning authority (which approval shall not be unreasonably withheld).

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

(d) Partial Taking. In the event of a permanent Taking of less than all of the Premises (a "***Partial Taking***"), if Tenant reasonably determines that the continued development, use or occupancy of the remainder of the Premises by Tenant cannot reasonably be made to be economically viable, structurally sound, then Tenant may terminate this Lease, and Tenant's portion of the Award shall be paid to Tenant, provided that any and all monetary obligations of Tenant have been fully and completely complied with by Tenant as of the date of said Partial Taking. If Tenant shall not elect to terminate this Lease, Tenant shall be entitled to a reduction of rent of such amount as shall be just and equitable. Subject to the terms of the Permitted Leasehold Mortgages, if there is a Partial Taking, Tenant shall be entitled to receive and retain an equitable portion of the Award and, if Tenant does not terminate this Lease, Tenant shall

apply such portion of the Award necessary to repair or restore the Premises or the Improvements as nearly as possible to condition the Premises or the Improvements were in immediately prior to such Partial Taking. Subject to the terms of the Permitted Leasehold Mortgages, if there is a Partial Taking which affects the use of the Premises after the term hereof, the Award shall be apportioned between Tenant and Landlord based on the ratio of the remaining term hereof and the remaining expected useful life of the Premises following the term hereof. Subject to the terms of the Permitted Leasehold Mortgages, notwithstanding any provision herein to the contrary, Landlord shall be entitled to receive and retain any portion of the Award apportioned to the land upon which the Improvements are located. Should such award be insufficient to accomplish the restoration, such additional costs shall be paid by Tenant. Notwithstanding any provision of the Lease or by operation of law that leasehold improvements may be or shall become the property of Landlord at the termination of the Lease, the loss of the building and other improvements paid for by Tenant and such additional relief as may be provided by law shall be the basis of Tenant's damages against the condemning authority if a separate claim therefore is allowable under applicable law, or the basis of Tenant's damages to a portion of the total award if only one award is made.

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

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

6.3. Termination upon Non-Restoration.

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

ARTICLE VII

CONDITION OF PREMISES

7.1. Condition; Title. The Premises are demised and let in an "as is" condition as of the Commencement Date. The Premises are demised and let to Tenant subject to: As-Is.

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

Tenant shall, within thirty (30) days following the Lease Date, obtain a title commitment to insure Tenant's leasehold interest in the Premises. Tenant shall address same in accordance with Section 7.3.

7.2. No Encumbrances. Landlord covenants that Landlord has full right and lawful authority to enter into this Lease in accordance with the terms hereof and to grant the estate demised hereby. Landlord represents and warrants that there are no existing mortgages, deeds of trust, easements, liens, security interests, encumbrances and/or restrictions encumbering Landlord's fee interest in the Land other than the Permitted Encumbrances. Landlord's fee interest shall not hereafter be subordinated to, or made subject to, any mortgage, deed of trust, easement, lien, security interest, encumbrance and/or restriction except for an encumbrance that expressly provides that it is and shall remain subject and subordinate at all times in lien, operation and otherwise to this Lease and to all renewals, modifications, amendments, consolidations and replacements hereof (including new leases entered into pursuant to the terms hereof and extensions). Landlord covenants that it will not encumber or lien the title of the Premises or cause or permit said title to be encumbered or liened in any manner whatsoever, and Tenant may reduce or discharge any such encumbrance or lien by payment or otherwise at any time after giving thirty (30) days' written notice thereof to Landlord. Tenant may recover or recoup all costs and expenses thereof from Landlord if Landlord fails to discharge any such encumbrance within the said thirty (30) day period. Such recovery or recoupment may, in addition to all other remedies, be made by setting off against the amount of Rent payable by Tenant hereunder. Landlord and Tenant agree to work cooperatively together to create such easements and rights of way as may be necessary or appropriate for the Premises.

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

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

ARTICLE VIII

DEFAULTS AND TERMINATION

8.1. Default.

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

(a) if Tenant fails to pay when due any Rent or other impositions due hereunder pursuant to Article III (except where such failure is addressed by another event described in this Section 8.1 as to which lesser notice and grace periods are provided), and any such default shall continue for thirty (30) days after the receipt of written notice thereof by Tenant from Landlord; or

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

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

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

in a timely and appropriate manner, or in writing acquiesce to, any petition commencing an involuntary case against Tenant pursuant to any bankruptcy law; or

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

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

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

(h) Tenant makes any sale, conveyance, assignment or transfer in violation of this Lease which is not rescinded within sixty (60) days after notice from Landlord.

8.2. Remedies for Tenant's Default.

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

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

(a) Tenant fails to cause the Commencement Date to occur within eleven (11) months following the Lease Date.

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

(c) Institution of proceedings in voluntary bankruptcy by Tenant

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

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

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

(g) Tenant's failure to cure, within thirty (30) days following Tenant's receipt of written notice from Landlord with respect to Tenant's failure to cure a condition posing a threat to health or safety of the public or patrons (or such longer period if the default is not capable of being cured in such 30 day period).

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

1) retain, at the time of such termination, any Rent or other impositions paid hereunder, without any deduction, offset or recoupment whatsoever; and

2) enforce its rights under any bond outstanding at the time of such termination; and

3) require Tenant to deliver to Landlord, or otherwise effectively transfer to Landlord any and all governmental approvals and permits, and any and all rights of possession, ownership or control Tenant may have in and to, any and all financing arrangements, plans, specifications, and other technical documents or materials related to the Premises.

8.5. Regulatory Default.

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

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

(a) If Tenant shall have failed to respond or take the appropriate corrective action with respect to a Regulatory Default to the reasonable satisfaction of Landlord within the

applicable time period, then Landlord shall have the right to terminate the Lease or seek other legal or equitable remedies as Landlord determines in its sole discretion; provided, however, that, other than if fraud on the part of Tenant is the Regulatory Default alleged by Landlord, if prior to the end of the applicable time period, Tenant seeks a declaratory judgment or other order from a court having jurisdiction that Tenant shall not have incurred a Regulatory Default, Landlord shall not terminate this Lease during the pendency of such action.

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

8.6. Performance by Landlord.

If Tenant shall fail to make any payment or perform any act required under this Lease, Landlord may (but need not) after giving not less than thirty (30) (except in case of emergencies and except where a shorter time period is specified elsewhere in this Lease) days' notice to Tenant and without waiving any default or releasing Tenant from any obligations, cure such default for the account of Tenant except to the extent Tenant is in the process of curing same. Tenant shall promptly pay Landlord the amount of such charges, costs and expenses as Landlord shall have incurred in curing such default.

8.7. Costs and Damages.

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

8.8. Remedies Cumulative.

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

8.9 Permitted Leasehold Mortgages.

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

Mortgages"). With respect to the Permitted Leasehold Mortgages, the following provisions shall apply:

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

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

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

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

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

provisions of this Lease. Permitted Leasehold Mortgagee, or its nominee or designee, shall also have the right to further assign, sublease or sublet all or any part of the leasehold interest hereunder to a third party without the consent or approval of Landlord.

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

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

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

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

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

ARTICLE IX

SOVEREIGNTY AND POLICE POWERS

9.1. County as Sovereign

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

(a) Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for tax exemption, building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and

(b) Landlord shall not by virtue of this Lease be obligated to grant Tenant any approvals of applications for tax exemption, building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises but will cooperate with Tenant's attempt to secure same.

9.2. No Liability for Exercise of Police Power.

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

(a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist Tenant, regardless of the purpose required for such cooperation;

(b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(c) To apply for or assist Tenant in applying for any county, city or third party permit or needed approval; or

(d) To contest, defend against, or assist Tenant in contesting or defending against any challenge of any nature;

shall not bind the Board of County Commissioners, the Planning and Zoning Department, DERM, the Property Appraiser or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any tax exemptions, zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of Landlord or any other applicable governmental agencies in the exercise of its police power; and Landlord shall be released and held harmless, by Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy or tax exemption will require

Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, Landlord shall have no obligation to approve, in whole or in part, any application for any type of tax exemption, permit, license, zoning or any other type of matter requiring government approval or waiver. Landlord's obligation to use reasonable good faith efforts in the permitting of the use of County-owned property shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of Landlord to adopt any of Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

ARTICLE X

PUBLIC RECORDS ACT

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by Landlord in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to Landlord, at no Landlord cost, all public records created, received, maintained and/or directly related to the performance of this Lease that are in possession of Tenant upon termination of this Lease. Upon termination of this Lease, Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Landlord in a format that is compatible with the information technology systems of Landlord.

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

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

ARTICLE XI

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

11.1. Independent Private Inspector General Reviews.

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

11.2 Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Miami-Dade County agreements, throughout the duration of said agreements, except as otherwise provided below.

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

Upon written notice to Tenant from the Inspector General or IPSIG retained by the Inspector General, Tenant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in Tenant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of

the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE XII

RIGHT OF FIRST OFFER; RIGHT OF FIRST REFUSAL

12.1. Landlord's Intent to Market Premises.

If Landlord, in its sole discretion (but subject to any applicable HUD requirements relating to disposition and State laws relating to the sale or conveyance of County-owned property), decides to sell its interest in the Premises, then, prior to marketing the Premises, Landlord shall give written notice of such intent to Tenant setting forth the terms and conditions on which Landlord desires to sell the Premises ("***Sales Notice***"). Tenant shall have sixty (60) days thereafter within which to notify Landlord of its intent to purchase the Premises offered for sale ("***Tenant's Notice***") upon such terms and conditions as are set forth in the Sales Notice. If such Sales Notice is timely given, the Closing shall be ninety (90) days after the date of Tenant's Notice. The status of title to be delivered and the instruments to be executed pursuant thereto shall be as stated in the Sales Notice and the amount of earnest money that Tenant shall be required to deposit with the notification of intent to purchase by matching the offer shall be as stated in the Sales Notice. Failure of Tenant to so notify Landlord in a timely manner shall be deemed an election not to purchase. In the event Tenant does not so timely notify Landlord of its intent to purchase the offered property upon the terms and conditions stated in the Sales Notice, Landlord shall be free to market such property on its own or through a broker and thereafter may sell the property, subject to all of the terms and conditions of the Lease and any applicable requirements of HUD or any other legal requirements; provided that Landlord may not sell the Premises on terms and conditions that are materially different from those contained in any Sales Notice received by Tenant without first offering Tenant the opportunity once again to purchase the Premises in accordance with this Section 12.1 upon such materially different terms and conditions upon which Landlord bases its offer of sale.

12.2. Right of First Refusal.

If Landlord is not marketing the Premises as provided in Section 12.1 above, but receives a written offer in acceptable form from an unrelated third party that Landlord is willing to accept for the purchase of the Premises (a "***Sales Offer***"), Landlord shall notify Tenant of the terms and conditions of such Sales Offer. Tenant shall then have sixty (60) days within which to notify Landlord of its intent to purchase the Premises by matching said Sales Offer and, in the event of such timely response, the closing of the purchase and sale of the Premises shall be in accordance with the terms of such Sales Offer. In the event that timely notice is not given by Tenant to Landlord, Tenant shall be deemed to have elected not to match said Sales Offer, and Landlord shall be free to sell the Premises to such third party on the terms and conditions set forth in the Sales Offer, subject, however, to all terms and conditions of this Lease and any applicable requirements of HUD or any other legal requirements. If Landlord fails to sell the Premises to such third party for an aggregate sales price not less than ninety-five percent (95%) of the sales price set forth in the Sales Offer and otherwise in accordance with the terms of the

Sales Offer within one hundred and eighty (180) days after Landlord is entitled to sell the Premises to such third party, the right of first refusal created in this Section 12.2 shall be revived and again shall be enforceable.

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

ARTICLE XIII

ADDITIONAL PROVISIONS PERTAINING TO REMEDIES

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

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

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

13.4 New Managing Member. Notwithstanding anything to the contrary contained in the Lease, Landlord agrees that it will take no action to effect a termination of the Lease by reason of any Event of Default or any other breach or default without first giving to the Investor reasonable time, not to exceed 60 days, to replace Tenant's managing member and/or admit an additional managing member and cause the new managing member to cure the Event of Default or other breach or default; provided, however, that as a condition of such forbearance, Landlord must receive notice from the Investor of the substitution or admission of a new managing member of Tenant within 30 days following Landlord's notice to Tenant and the Investor of the Event of Default or other breach or default, and Tenant, following such substitution or admission of the managing member, shall thereupon proceed with due diligence to cure such Event of Default or other breach or default. In no event, however, shall Landlord be required to engage in the forbearance described in this section for a period longer than six (6) months, regardless of the due diligence of the Investor or the new managing member.

ARTICLE XIV

MISCELLANEOUS

14.1. Construction.

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

14.2. Performance Under Protest.

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

14.3 Compliance with Governing Requirements.

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

14.3. No Waiver.

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

14.4. Headings.

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

14.5. Partial Invalidity.

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

14.6. Decision Standards.

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

14.7. Bind and Inure.

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

14.8. Estoppel Certificate.

Each party agrees from time to time, upon no less than thirty (30) days' prior notice from the other or from any Permitted Leasehold Mortgagee, to execute, acknowledge and deliver to the other, as the case may be, a statement certifying that (i) this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Rent has been paid, and that no additional rent or other payments are due under this Lease (or if additional rent or other payments are due, the nature and amount of the same), and (iii) whether there exists any uncured default by the other party, or any defense, offset, or counterclaim against the other party, and, if so, the nature of such default, defense, offset or counterclaim.

14.9. Recordation.

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

14.10. Notice.

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

If to Landlord:	Miami-Dade County c/o Miami-Dade Public Housing and Community Development 701 N.W. 1st Court, 16th Floor Miami, Florida 33136 Attn: Michael Liu, Director
and a copy to:	Miami-Dade County Attorney's Office 111 N.W. 1st Street, Suite 2810 Miami, Florida 33128 Attn: Terrence A. Smith, Esq. Assistant County Attorney
If to Tenant:	RUDG Lincoln Gardens, LLC 315 So. Biscayne Boulevard Miami, FL 33131 Attn: Alberto Milo, Jr.
and a copy to:	Reno & Cavanaugh PLLC 455 Massachusetts Avenue NW Suite 400 Washington, DC 20001 Attention: Efrem Levy, Esq.

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

14.11. Entire Agreement.

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

14.12. Amendment.

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

respectively, take advantage of any provisions of the United States Bankruptcy Code that would result in a termination of this Lease or make it unenforceable.

14.13. Governing Law, Forum, and Jurisdiction.

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

14.14. Relationship of Parties; No Third Party Beneficiary.

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

14.15. Access.

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

14.16. Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

14.17. Non-Merger.

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

(SIGNATURES ON FOLLOWING PAGE)

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

LANDLORD:

MIAMI-DADE COUNTY

By: _____

Name: JACK OSTERHOLT

Title: Deputy Mayor

Date: _____

Attest: HARVEY RUVIN, Clerk

By: _____
Deputy Clerk

_____
Witness
Print Name: _____

_____
Witness
Print Name: _____

Approved as to form and legal sufficiency:

_____
Terrence A. Smith
Assistant County Attorney

TENANT:

RUDG LINCOLN GARDENS, LLC, a Florida limited liability company

By: RUDG Lincoln Gardens Manager, LLC, a Florida limited liability company, its manager

By: _____
Alberto Milo, Jr., Vice President

_____
Witness
Print Name: Luis Castellon

_____
Witness
Print Name: Tony Del Pozzo

EXHIBIT A

Land

LEGAL DESCRIPTION

Tracts 1, 2, 3 and 4, Lincoln Gardens, according to the Plat thereof as recorded in Plat Book 48 at Page 56 of the Public Records of Miami-Dade County, Florida. Together with those portions of the Platted Alleys and NW 24TH Court as vacated pursuant to Resolution R-1059-66. And together with that portion of NW 48TH Street vacated pursuant to Resolution R-636-73.

Lying and being in Section 22, Township 53 South, Range 41 East, Miami-Dade County, Florida.

EXHIBIT B

Insurance Requirements

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

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

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance (for professionals performing services for Tenant) in an amount not less than $1,000,000.

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

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

or

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

GROUND LEASE

Dated as of _____, 2016

between

MIAMI-DADE COUNTY

Landlord

and

RUDG LIBERTY SQUARE, LLC

Tenant

GROUND LEASE

THIS GROUND LEASE (this "**Lease**"), made as of _____, 2016 (the "***Lease Date***") by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida and a "public housing agency" as defined in the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.,* as amended) ("***Landlord***") and **RUDG LIBERTY SQUARE, LLC**, a Florida limited liability company ("***Tenant***").

WITNESSETH:

WHEREAS, Landlord is the owner of the Land (as defined below) consisting of certain real property located in Miami-Dade County, Florida, on which is located the public housing development known as Liberty Square (FLA 5-005, 5-002, 5-003).

WHEREAS, Tenant has proposed to construct approximately 1332 units on the Land or the maximum allowed by applicable zoning requirements.

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

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

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

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

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

ARTICLE I

DEFINITIONS

1.1. Definitions.

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

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

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

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

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

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

(f) ***Base Rent*** means the rent due from Tenant to Landlord as set forth in Section 3.1.

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

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

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

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

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

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

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

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

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

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

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

(q) ***Land*** means that certain real property located in Miami-Dade County, legally described in Exhibit A, together with all easements, rights, privileges, licenses, covenants and other matters that benefit or burden the real property.

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

(s) ***Landlord/Tenant Documents*** means all applicable documents to be executed between Landlord and Tenant with respect to the Premises.

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

(u) ***Lease Date*** means the date hereof.

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

(w) ***Partial Taking*** has the meaning set forth in Section 6.2(d).

(x) ***Permitted Leasehold Mortgage(s)*** has the meaning set forth in Section 8.9.

(y) ***Permitted Leasehold Mortgagee*** has the meaning set forth in Section 8.9(a).

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

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

(bb) ***Personal Property*** means all fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), fittings, appliances, apparatus, equipment, machinery, chattels, building materials, and other property of every kind and nature whatsoever, and replacements and proceeds thereof, and additions thereto, now or at any time hereafter owned by Tenant, or in which Tenant has or shall have an interest, now or at any time hereafter affixed to, attached to, appurtenant to, located or placed upon, or used in any way in connection with the present and future complete and comfortable use, enjoyment or occupancy for operation and maintenance of the Premises, excepting any personal property or fixtures owned by any tenant (other than Tenant) occupying the Premises and used by such tenant in the conduct of its business in the space occupied by it to the extent the same does not become the property of Tenant under the lease with such tenant or pursuant to applicable law.

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

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

(ee) ***Public Housing Units*** means the up to 640 units on the Premises regulated as public housing units in accordance with the Regulatory and Operating Agreement to be entered into with respect to each phase of the Development (each, a "***Regulatory and Operating Agreement***").

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

(gg) ***Rent*** means Base Rent.

(hh) ***Sales Notice*** has the meaning set forth in Section 12.1.

(ii) ***Sales Offer*** has the meaning set forth in Section 12.2

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

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

(ll) ***Tenant*** means RUDG Liberty Square, LLC, a Florida limited liability company.

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

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

1.2. Interpretation.

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

1.3. Exhibits.

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

ARTICLE II

PREMISES AND TERM

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

ARTICLE III

RENT

3.1. Rent. Tenant covenants and agrees to pay to Landlord as rent under this Lease (i) an annual rental amount equal to $280,885.00 (increasing each year at four percent (4%) per year) ("***Annual Rent***"), payable out of fifty percent (50%) of the available (net) cash flow that is distributable by Tenant to its manager, after payment of any deferred developer fees and (ii) a one-time capitalized lease payment, to be paid upon the Commencement Date for an applicable phase of the Development, in the maximum amount of $3,330,000.00 (the "***Capitalized Payment***"), which amount is calculated by multiplying the maximum number of units (*i.e.*, 1332) *times* $2,500.00. "***Base Rent***" means the sum of Annual Rent and the Capitalized Payment. The Capitalized Payment shall be apportioned among the phases of the Development on a *pro rata* basis, calculated by multiplying $2,500.00 *times* the total number units to be constructed in an applicable phase. If fewer than 1332 units are constructed at the Premises, the Capitalized Payment for an applicable phase shall be reduced on a unit-for-unit basis. The Capitalized Payment for an applicable phase of the Development shall be due upon the Commencement Date for such phase. Any portion of the Annual Rent not paid in any given year shall be deferred to the following year. No Annual Rent shall accrue until after full payment of any deferred developer fees. Base Rent shall be made payable to the Board of County Commissioners, c/o Public Housing and Community Development, 701 N.W. 1st Court, 16th Floor, Miami, Florida 33136, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein. Prior to an applicable Commencement Date for a phase of the Development, Tenant is not obligated to pay Base Rent or any other sums to Landlord under this Lease for such phase or any subsequent phase.

3.2. Surrender. Upon the expiration of this Lease by the passage of time or otherwise, Tenant will quietly yield, surrender and deliver up possession of the Premises to Landlord. In the event Tenant fails to vacate the Premises and remove such personal property as Tenant is allowed to remove from the Premises at the end of the Term, or at the earlier termination of this Lease, Landlord shall be deemed Tenant's agent to remove such items from the Premises at

Tenant's sole cost and expense. Furthermore, should Tenant fail to vacate the Premises in accordance with the terms of this Lease at the end of the Term, or at the earlier termination of this Lease, Tenant shall pay to Landlord a charge for each day of occupancy after expiration or termination of the Lease in an amount equal to 150% of Tenant's Rent prorated on a daily basis. Such charge shall be in addition to any actual damages suffered by Landlord by Tenant's failure to vacate the Premises, for which Tenant shall be fully liable, it being understood and agreed, however, that Tenant shall under no circumstances be liable to Landlord for any incidental, indirect, punitive or consequential damages (including, but not limited to, loss of revenue or anticipated profits).

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

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

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

ARTICLE IV

INDEMNITY, LIENS AND INSURANCE

4.1. Indemnity for Tenant's Acts. Landlord shall continue to operate the Premises until the Commencement Date as provided in Section 5.1(b), below. From the Commencement Date and thereafter, Tenant shall indemnify and hold harmless Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by Tenant or its employees, agents, servants, members, principals or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Landlord, where applicable, including appellate

proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon provided, however, nothing herein contained shall obligate or hold Tenant responsible prior to the Commencement Date for any costs, expenses, claims or demands made by any party associated with the Premises or for any claims stemming from Landlord's and/or its officers', employees' or agents' misconduct or negligence, unless such costs, expenses, claims or demands arise from the acts or omissions of Tenant, its agents, contractors, employees, members, or invitees.. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend Landlord or its officers, employees, agents and instrumentalities as herein provided..

4.2. Landlord's Environmental Responsibility and Representations.

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

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

1) except as may be referenced in the Environmental Assessments, as applicable, and to the best of Landlord's actual knowledge, neither the Land nor any part thereof has been used for the disposal of refuse or waste, or for the generation, processing, storage, handling, treatment, transportation or disposal of any Hazardous Substances;

2) except as may be referenced in the Environmental Assessments as applicable, and to the best of Landlord's actual knowledge, no Hazardous Substances have been installed, used, stored, handled or located on or beneath the Land, which Hazardous Substances, if found on or beneath the Land, or improperly disposed of off of the Land, would subject the owner or occupant of the Premises to damages, penalties, liabilities or an obligation to perform any work, cleanup, removal, repair, construction, alteration, demolition, renovation or installation in or in connection with the Premises ("***Environmental Cleanup Work***") in order to comply with any Environmental Laws;

3) except as may be referenced in the Environmental Assessments, as applicable, and to the best of Landlord's knowledge, no notice from any governmental authority or any person has ever been served upon Landlord, its agents or employees, claiming any violation of any Environmental Law or any liability thereunder, or requiring or calling any attention to the need for any Environmental Cleanup Work on or in connection with the Premises, and neither Landlord, its agents or employees has ever been informed of any

threatened or proposed serving of any such notice of violation or corrective work order; and

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

4.3. Liens.

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

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

(c) Tenant shall have the right to contest any such lien or encumbrance by appropriate proceedings which shall prevent the collection of or other realization upon such lien or encumbrance so contested, and the sale, forfeiture or loss of the Premises to satisfy the same; provided that such contest shall not subject Landlord to the risk of any criminal liability or civil penalty, and provided further that Tenant shall give reasonable security to insure payment of such lien or encumbrance and to prevent any sale or forfeiture of the Premises by reason of such nonpayment, and Tenant hereby indemnifies Landlord for any such liability or penalty.

Upon the termination after final appeal of any proceeding relating to any amount contested by Tenant pursuant to this Section 4.3, Tenant shall immediately pay any amount determined in such proceeding to be due, and in the event Tenant fails to make such payment, Landlord shall have the right after five (5) business days' notice to Tenant to make any such payment on behalf of Tenant and charge Tenant therefor.

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

4.4. Insurance Requirements.

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

ARTICLE V

USE OF PREMISES; COVENANTS RUNNING WITH THE LAND

5.1. Use; Covenants.

(a) Tenant and Landlord agree that Tenant shall construct or rehabilitate multifamily residential housing for low-income, family, elderly, disabled, special needs or other population and uses acceptable to the County on the Land after HUD's approval of Landlord's disposition application and all applicable mixed-finance agreements and documents. Notwithstanding the preceding sentence, it is understood by the parties that HUD's approval of the Landlord's disposition application and the mixed finance agreements and documents is not a condition precedent to entering into this Lease or a condition precedent to Tenant's obtaining site control of the Premises.

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

1) 100% of the units in the Premises will be set aside as Public Housing Units, workforce or market-rate housing, and other housing to be occupied by low, very low and extremely low income households.

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

3) Except as otherwise provided in the Act, no portion of the Premises may be disposed of before the expiration of the 10-year period beginning upon the

conclusion of the fiscal year for which such amounts were provided, as required by Section 9(e)(3) of the Act (or any successor provision);

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

Notwithstanding the foregoing, prior to the Commencement Date, Tenant agrees that Landlord shall have a continued right of entry onto the Premises for the purposes of Landlord's continued operation of the Improvements existing as of the Lease Date and maintenance of the Premises during the period prior to the Commencement Date. Landlord shall, during this period, continue to operate the Improvements in the manner in which Landlord has operated them prior to the Lease Date and shall be responsible for all aspects of maintaining, leasing, operating, insuring and administering the Premises. If, prior to the Commencement Date, the Premises is destroyed or damaged, or becomes subject to a Taking, to any extent whatsoever, Tenant may, in its sole discretion, terminate this Lease by written notice to Landlord, whereupon neither party hereto shall have any further rights or obligations hereunder.

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

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

5.2. Residential Improvements.

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

replacing and using of such services or utilities. Any and all buildings, fixtures, improvements, trade fixtures and equipment placed in, on, or upon the Premises shall remain the sole and exclusive property of Tenant and its subtenants, notwithstanding their affixation to, annexation to, or incorporation into the Premises, until the termination of this Lease, at which time title to any such buildings, fixtures, Improvements trade fixtures and equipment that belong to Tenant shall vest in Landlord.

(b) Tenant shall take no action to effectuate any material amendments, modifications or any other alterations to the development proposals and applications or to the Plans and Specifications, nor shall Tenant take any action to increase or decrease the total number of Public Housing Units, other housing units, and/or other uses on the Land, unless authorized in accordance with the Landlord/Tenant Documents or otherwise approved by Landlord in writing and in advance.

5.3. Tenant's Obligations.

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

(b) Except as may otherwise be approved or deemed approved in accordance with the Landlord/Tenant Documents, Tenant shall not make any alteration, improvement, or addition to the Premises having a cost greater than $50,000.00, or demolish any portion thereof, without first presenting to Landlord complete plans and specifications therefor and obtaining Landlord's written consent thereto, which consent shall not unreasonably be withheld so long as, in Landlord's reasonable judgment such alteration, improvement, addition or demolition will not violate this Lease or impair the value of the Property.

5.4. Compliance with Law.

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

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

(c) Tenant shall operate the Premises in compliance with all Environmental Laws applicable to Tenant relative to the Premises and shall identify, secure and maintain all required governmental permits and licenses as may be necessary for the Premises. All required governmental permits and licenses issued to Tenant and associated with the Premises shall

remain in effect or shall be renewed in a timely manner, and Tenant shall comply therewith and cause all third parties to comply therewith. All Hazardous Substances present, handled, generated or used on the Premises will be managed, transported and disposed of in a lawful manner. Tenant shall not knowingly permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Substances, except in such amounts as are ordinarily used, stored or generated in similar projects, or otherwise knowingly permit the presence of Hazardous Substances in, on or under the Premises in violation of any applicable law.

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

5.5. Ownership of Improvements/Surrender of Premises.

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

5.6. Easements.

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

5.7. Transfer; Conveyance; Assignment.

(a) Except as otherwise permitted hereunder, Tenant agrees for itself and its successors and assigns in interest hereunder that it will not (1) assign this Lease or any of its

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

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

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

5.8 Creating Sustainable Buildings.

a) Tenant shall design the Development to be consistent with a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design ("**LEED**"); Florida Green Building Coalition **("FGBC")**; or ICC 700 National Green Building Standards ("**NGBS**"), but shall not be required to obtain a Silver certification rating from LEED, FGBC or NGBS relative to the Development. Though Tenant's goal is to obtain such certification rating, if Tenant does not obtain such certification rating, provided it has used its commercially reasonable efforts to do so, Tenant shall not be in default under this Lease and Landlord shall have no right to enforce the terms of this Section 5.8 or exercise any remedies relative to such absence of a certification rating.

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

may not necessarily be constructed in a manner so as to achieve a Silver certification rating from LEED or certification from FGBC or NGBS.

c) Further, the LEED Silver certification or designation, FGBC or NGBS certification is a description or label designed to establish the level of energy efficiency and sustainability for Buildings and Improvements of the overall Development; and should substantially improve the "normal" or "regular" energy efficiency and indoor air quality for the overall Development. Beyond these environmentally responsible steps, Tenant specifically agrees to consider additional steps or means to improve and/or protect the environment with regard to the Development, and to inform Landlord of any and all such additional methods or ways that Tenant will utilize "green building standards" in the design and construction of the overall Development in an effort to achieve the important goals of creating a healthy place to work as well as an environmentally responsible development in the community. Tenant's decision whether to incorporate or adopt any such additional steps or means shall be made in Tenant's sole and absolute discretion.

ARTICLE VI

CASUALTY AND TAKING

6.1. Casualty.

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

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

6.2. Taking.

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

(b) Award. Subject to the terms of the Permitted Leasehold Mortgages (as defined in Section 8.9), Landlord and Tenant agree that, in the event of a Taking that does not result in the termination of this Lease pursuant to Section 6.2(c) or 6.2(d), this Lease shall continue in effect as to the remainder of the Premises, and the net amounts owed or paid to Landlord or pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking, less any costs and expenses incurred by Landlord in collecting such award or payment (the "Award") will be disbursed in accordance with Section 6.2(c) or 6.2(d) (as the case may be) to Landlord and/or Tenant. Tenant and, to the extent permitted by law, any Permitted Leasehold Mortgagee, shall have the right to participate in negotiations of and to approve any such settlement with a condemning authority (which approval shall not be unreasonably withheld).

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

(d) Partial Taking. In the event of a permanent Taking of less than all of the Premises (a "***Partial Taking***"), if Tenant reasonably determines that the continued development, use or occupancy of the remainder of the Premises by Tenant cannot reasonably be made to be economically viable, structurally sound, then Tenant may terminate this Lease, and Tenant's portion of the Award shall be paid to Tenant, provided that any and all monetary obligations of Tenant have been fully and completely complied with by Tenant as of the date of said Partial Taking. If Tenant shall not elect to terminate this Lease, Tenant shall be entitled to a reduction of rent of such amount as shall be just and equitable. Subject to the terms of the Permitted Leasehold Mortgages, if there is a Partial Taking, Tenant shall be entitled to receive and retain an equitable portion of the Award and, if Tenant does not terminate this Lease, shall apply such portion of the Award necessary to repair or restore the Premises or the Improvements as nearly as possible to condition the Premises or the Improvements were in immediately prior to such Partial Taking. Subject to the terms of the Permitted Leasehold Mortgages, if there is a Partial Taking which affects the use of the Premises after the term hereof, the Award shall be apportioned between Tenant and Landlord based on the ratio of the remaining term hereof and the remaining expected useful life of the Premises following the term hereof. Subject to the

terms of the Permitted Leasehold Mortgages, notwithstanding any provision herein to the contrary, Landlord shall be entitled to receive and retain any portion of the Award apportioned to the land upon which the Improvements are located. Should such award be insufficient to accomplish the restoration, such additional costs shall be paid by Tenant. Notwithstanding any provision of the Lease or by operation of law that leasehold improvements may be or shall become the property of Landlord at the termination of the Lease, the loss of the building and other improvements paid for by Tenant and such additional relief as may be provided by law shall be the basis of Tenant's damages against the condemning authority if a separate claim therefore is allowable under applicable law, or the basis of Tenant's damages to a portion of the total award if only one award is made.

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

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

6.3. Termination upon Non-Restoration.

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

ARTICLE VII

CONDITION OF PREMISES

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

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

7.2. No Encumbrances. Landlord covenants that Landlord has full right and lawful authority to enter into this Lease in accordance with the terms hereof and to grant the estate demised hereby. Landlord represents and warrants that there are no existing mortgages, deeds of trust, easements, liens, security interests, encumbrances and/or restrictions encumbering Landlord's fee interest in the Land other than the Permitted Encumbrances. Landlord's fee interest shall not hereafter be subordinated to, or made subject to, any mortgage, deed of trust, easement, lien, security interest, encumbrance and/or restriction except for an encumbrance that expressly provides that it is and shall remain subject and subordinate at all times in lien, operation and otherwise to this Lease and to all renewals, modifications, amendments, consolidations and replacements hereof (including new leases entered into pursuant to the terms hereof and extensions). Landlord covenants that it will not encumber or lien the title of the Premises or cause or permit said title to be encumbered or liened in any manner whatsoever, and Tenant may reduce or discharge any such encumbrance or lien by payment or otherwise at any time after giving thirty (30) days' written notice thereof to Landlord. Tenant may recover or recoup all costs and expenses thereof from Landlord if Landlord fails to discharge any such encumbrance within the said thirty (30) day period. Such recovery or recoupment may, in addition to all other remedies, be made by setting off against the amount of Rent payable by Tenant hereunder. Landlord and Tenant agree to work cooperatively together to create such easements and rights of way as may be necessary or appropriate for the Premises.

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

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

ARTICLE VIII

DEFAULTS AND TERMINATION

8.1. Default.

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

(a) if Tenant fails to pay when due any Rent or other impositions due hereunder pursuant to Article III (except where such failure is addressed by another event described in this Section 8.1 as to which lesser notice and grace periods are provided), and any such default shall continue for thirty (30) days after the receipt of written notice thereof by Tenant from Landlord; or

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

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

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

(e) if an order for relief against Tenant shall be entered in any involuntary case under the Federal Bankruptcy Code or any similar order against Tenant shall be entered pursuant to any other Bankruptcy Law, or if a petition commencing an involuntary case against Tenant or proposing the reorganization of Tenant under the Federal Bankruptcy Code shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within ninety (90) days after such filing, or if a proceeding or case shall be commenced in any court of

competent jurisdiction seeking (a) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of Tenant, (b) the appointment of a receiver, custodian, trustee, United States Trustee or liquidator (or other similar official of Tenant) of any substantial portion of Tenant's property and not discharged within ninety (90) days, or (c) any similar relief as to Tenant pursuant to Bankruptcy Law, and any such proceeding or case shall continue undismissed, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect for ninety (90) days; or

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

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

(h) Tenant makes any sale, conveyance, assignment or transfer in violation of this Lease which is not rescinded within sixty (60) days after notice from Landlord.

8.2. Remedies for Tenant's Default.

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

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

(a) Tenant fails to cause the Commencement Date to occur within eleven (11) months following the Lease Date.

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

(c) Institution of proceedings in voluntary bankruptcy by Tenant

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

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

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

(g) Tenant's failure to cure, within thirty (30) days following Tenant's receipt of written notice from Landlord with respect to Tenant's failure to cure a condition posing a threat to health or safety of the public or patrons (or such longer period if the default is not capable of being cured in such 30 day period).

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

(a) retain, at the time of such termination, any Rent or other impositions paid hereunder, without any deduction, offset or recoupment whatsoever; and

(b) enforce its rights under any bond outstanding at the time of such termination; and

(c) require Tenant to deliver to Landlord, or otherwise effectively transfer to Landlord any and all governmental approvals and permits, and any and all rights of possession, ownership or control Tenant may have in and to, any and all financing arrangements, plans, specifications, and other technical documents or materials related to the Premises.

8.5. Regulatory Default.

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

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

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

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

8.6. Performance by Landlord.

If Tenant shall fail to make any payment or perform any act required under this Lease, Landlord may (but need not) after giving not less than thirty (30) (except in case of emergencies and except where a shorter time period is specified elsewhere in this Lease) days' notice to Tenant and without waiving any default or releasing Tenant from any obligations, cure such default for the account of Tenant except to the extent Tenant is then in the process of curing same. Tenant shall promptly pay Landlord the amount of such charges, costs and expenses as Landlord shall have incurred in curing such default.

8.7. Costs and Damages.

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

8.8. Remedies Cumulative.

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

8.9 Permitted Leasehold Mortgages.

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

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

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

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

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

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

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

(1) Landlord receives the Permitted Leasehold Mortgagee's written request for such new lease within 30 days from the date of such termination and notice thereof by Landlord to the Permitted Leasehold Mortgagee (including an itemization of amounts then due and owing to Landlord under this Lease), and such written request is accompanied by payment to Landlord of all amounts then due and owing to Landlord under this Lease and, within 10 days after the delivery of an accounting therefor by Landlord, pays any and all costs and expenses incurred by Landlord in connection with the execution and delivery of the new

lease, less the net income collected by Landlord from the Premises subsequent to the date of termination of this Lease and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the Rent payment thereafter becoming due under the new lease, provided, however, that the Permitted Leasehold Mortgagee shall receive full credit for all capitalized lease and Rent payments previously delivered by Tenant to Landlord; and

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

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

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

ARTICLE IX

SOVEREIGNTY AND POLICE POWERS

9.1. County as Sovereign

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

(a) Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for tax exemption, building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and

(b) Landlord shall not by virtue of this Lease be obligated to grant Tenant any approvals of applications for tax emption, building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises but will cooperate with Tenant's attempt to secure same.

9.2. No Liability for Exercise of Police Power.

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

(a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist Tenant, regardless of the purpose required for such cooperation;

(b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(c) To apply for or assist Tenant in applying for any county, city or third party permit or needed approval; or

(d) To contest, defend against, or assist Tenant in contesting or defending against any challenge of any nature;

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

ARTICLE X

PUBLIC RECORDS ACT

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by Landlord in order to perform the service;

(b) Provide the public with access to public records on the same terms and

conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to Landlord, at no Landlord cost, all public records created, received, maintained and/or directly related to the performance of this Lease that are in possession of Tenant upon termination of this Lease. Upon termination of this Lease, Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Landlord in a format that is compatible with the information technology systems of Landlord.

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

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

ARTICLE XI

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

11.1. Independent Private Inspector General Reviews.

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

11.2 Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General

which may, on a random basis, perform audits on all Miami-Dade County agreements, throughout the duration of said agreements, except as otherwise provided below.

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

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

ARTICLE XII

RIGHT OF FIRST OFFER; RIGHT OF FIRST REFUSAL

12.1. Landlord's Intent to Market Premises.

If Landlord, in its sole discretion (but subject to any applicable HUD requirements relating to disposition and State laws relating to the sale or conveyance of County-owned property), decides to sell its interest in the Premises, then, prior to marketing the Premises, Landlord shall give written notice of such intent to Tenant setting forth the terms and conditions on which Landlord desires to sell the Premises ("***Sales Notice***"). Tenant shall have sixty (60) days thereafter within which to notify Landlord of its intent to purchase the Premises offered for sale ("***Tenant's Notice***") upon such terms and conditions as are set forth in the Sales Notice. If such Sales Notice is timely given, the Closing shall be ninety (90) days after the date of Tenant's Notice. The status of title to be delivered and the instruments to be executed pursuant thereto shall be as stated in the Sales Notice and the amount of earnest money that Tenant shall be required to deposit with the notification of intent to purchase by matching the offer shall be as stated in the Sales Notice. Failure of Tenant to so notify Landlord in a timely manner shall be deemed an election not to purchase. In the event Tenant does not so timely notify Landlord

of its intent to purchase the offered property upon the terms and conditions stated in the Sales Notice, Landlord shall be free to market such property on its own or through a broker and thereafter may sell the property, subject to all of the terms and conditions of the Lease and any applicable requirements of HUD or any other legal requirements; provided that Landlord may not sell the Premises on terms and conditions that are materially different from those contained in any Sales Notice received by Tenant without first offering Tenant the opportunity once again to purchase the Premises in accordance with this Section 12.1 upon such materially different terms and conditions upon which Landlord bases its offer of sale.

12.2. Right of First Refusal.

If Landlord is not marketing the Premises as provided in Section 12.1 above, but receives a written offer in acceptable form from an unrelated third party that Landlord is willing to accept for the purchase of the Premises (a "***Sales Offer***"), Landlord shall notify Tenant of the terms and conditions of such Sales Offer. Tenant shall then have sixty (60) days within which to notify Landlord of its intent to purchase the Premises by matching said Sales Offer and, in the event of such timely response, the closing of the purchase and sale of the Premises shall be in accordance with the terms of such Sales Offer. In the event that timely notice is not given by Tenant to Landlord, Tenant shall be deemed to have elected not to match said Sales Offer, and Landlord shall be free to sell the Premises to such third party on the terms and conditions set forth in the Sales Offer, subject, however, to all terms and conditions of this Lease and any applicable requirements of HUD or any other legal requirements. If Landlord fails to sell the Premises to such third party for an aggregate sales price not less than ninety-five percent (95%) of the sales price set forth in the Sales Offer and otherwise in accordance with the terms of the Sales Offer within one hundred and eighty (180) days after Landlord is entitled to sell the Premises to such third party, the right of first refusal created in this Section 11.2 shall be revived and again shall be enforceable.

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

ARTICLE XIII

ADDITIONAL PROVISIONS PERTAINING TO REMEDIES

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

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

breach or default, Landlord agrees to accept such performance as though the same had been done or performed by Tenant.

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

13.4 New Managing Member. Notwithstanding anything to the contrary contained in the Lease, Landlord agrees that it will take no action to effect a termination of the Lease by reason of any Event of Default or any other breach or default without first giving to the Investor reasonable time, not to exceed 60 days, to replace Tenant's managing member and/or admit an additional managing member and cause the new managing member to cure the Event of Default or other breach or default; provided, however, that as a condition of such forbearance, Landlord must receive notice from the Investor of the substitution or admission of a new managing member of Tenant within 30 days following Landlord's notice to Tenant and the Investor of the Event of Default or other breach or default, and Tenant, following such substitution or admission of the managing member, shall thereupon proceed with due diligence to cure such Event of Default or other breach or default. In no event, however, shall Landlord be required to engage in the forbearance described in this section for a period longer than six (6) months, regardless of the due diligence of the Investor or the new managing member.

ARTICLE XIV

MISCELLANEOUS

14.1. Construction.

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

14.2. Performance Under Protest.

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

14.3 Compliance with Governing Requirements.

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

14.4. No Waiver.

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

14.5. Headings.

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

14.6. Partial Invalidity.

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

14.7. Decision Standards.

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

14.8. Bind and Inure.

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

14.9. Estoppel Certificate.

Each party agrees from time to time, upon no less than thirty (30) days' prior notice from the other or from any Permitted Leasehold Mortgagee, to execute, acknowledge and deliver to the other, as the case may be, a statement certifying that (i) this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Rent has been paid, and that no additional rent or other payments are due under this Lease (or if additional rent or other payments are due, the nature and amount of the same), and (iii) whether there exists any uncured default by the other party, or any defense, offset, or counterclaim against the other party, and, if so, the nature of such default, defense, offset or counterclaim.

14.10. Recordation.

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

14.11. Notice.

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

If to Landlord:	Miami-Dade County c/o Miami-Dade Public Housing and Community Development 701 N.W. 1st Court, 16th Floor Miami, Florida 33136 Attn: Michael Liu, Director
and a copy to:	Miami-Dade County Attorney's Office 111 N.W. 1st Street, Suite 2810 Miami, Florida 33128 Attn: Terrence A. Smith, Esq. Assistant County Attorney
If to Tenant:	RUDG Liberty Square, LLC 315 So. Biscayne Boulevard Miami, FL 33131 Attn: Alberto Milo, Jr.
and a copy to:	Reno & Cavanaugh PLLC 455 Massachusetts Avenue NW Suite 400 Washington, DC 20001 Attention: Efrem Levy, Esq.

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

14.12. Entire Agreement.

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

14.13. Amendment.

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

14.14. Governing Law, Forum, and Jurisdiction.

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

14.15. Relationship of Parties; No Third Party Beneficiary.

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

14.16. Access.

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

14.17. Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

14.18. Non-Merger.

Except upon expiration of the Term or upon termination of this Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Lease or

Tenant's estate created hereunder with the fee estate of the Premises or any part thereof by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (a) this Lease, Tenant's estate created hereunder or any interest in this Lease or Tenant's estate (including the Improvements), and (b) the fee estate in the Premises or any part thereof or any interest in such fee estate (including the Improvements), unless and until all persons, including any assignee of Landlord and, having an interest in (i) this Lease or Tenant's estate created hereunder, and (ii) the fee estate in the Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

(SIGNATURES ON FOLLOWING PAGE)

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

LANDLORD:

MIAMI-DADE COUNTY

By: _____

Name: JACK OSTERHOLT

Title: Deputy Mayor

Date: _____

Attest: HARVEY RUVIN, Clerk

By: _____
Deputy Clerk

_____
Witness
Print Name: _____

_____
Witness
Print Name: _____

Approved as to form and legal sufficiency: _____
Terrence A. Smith
Assistant County Attorney

TENANT:

RUDG LIBERTY SQUARE, LLC, a Florida limited liability company

By: RUDG Liberty Square Manager, LLC, a Florida limited liability company, its manager

By: _____
Alberto Milo, Jr., Vice President

_____
Witness
Print Name: Luis Castellon

_____
Witness
Print Name: Tony Del Rozzo

EXHIBIT A

Land

LEGAL DESCRIPTION:

Blocks 1 through 6, Low Cost Housing Project No H-4602, less the West 10 feet of Blocks 2, 4 and 6, according to the plat thereof as recorded in Plat Book 34 at Page 99 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH

Blocks 1 through 6, Public Housing Projects Florida 5-2 and 5-3, according to the Plat thereof as recorded in Plat Book 53 at Page 71 of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

Insurance Requirements

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

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

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $500,000.00 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000.00 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance (for professionals performing services for Tenant) in an amount not less than $1,000,000.00.

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

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

or

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

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

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

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

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

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

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

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

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

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

(f) If the Premises is located in a federally designated flood plain, an acceptable flood insurance policy shall also be delivered to Landlord, providing coverage in the maximum amount reasonable necessary to insure against the risk of loss from damage to the Premises caused by a flood.

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

MASTER DEVELOPMENT AGREEMENT

BETWEEN

MIAMI-DADE COUNTY

AND

RUDG, LLC

(LIBERTY SQUARE AND LINCOLN GARDENS)

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Exhibit L Agreement to Authorize Examination of Records

MASTER DEVELOPMENT AGREEMENT

RUDG, LLC (the "**Developer**") and MIAMI-DADE COUNTY, a political subdivision of the State of Florida and a "public housing agency" as defined in the United States Housing Act of 1937, as amended (the "**County**"), hereby enter into this Master Development Agreement (this "**Agreement**"), effective as of _____, 2016, to memorialize certain business terms, conditions and agreements regarding future rehabilitation and redevelopment of Liberty Square and Lincoln Gardens in Miami-Dade County, Florida (collectively, the "**Development**").

1. Definitions.

(a) "Act" shall have the meaning set forth in Section 4(b)(v).

(b) "Agreement" shall mean this Master Development Agreement.

(c) "Community Engagement and Planning Process" shall have the meaning set forth in Section 2.

(d) "Construction Completion" shall mean, with respect to an applicable Phase, the earlier of the receipt of a temporary certificate of occupancy or the receipt of a permanent certificate of occupancy.

(e) The "County" shall mean Miami-Dade County and its housing department, Miami-Dade Public Housing and Community Development Department.

(f) "County Store" shall mean a Miami Dade County retail outlet open to the public and operated by Internal Services Division and located at 980 West 84 Street, Hialeah, Florida.

(g) "Default Notice" shall have the meaning set forth in Section 10.

(h) "Developer" shall mean RUDG, LLC.

(i) The "Development" shall mean the rehabilitation and/or redevelopment of Liberty Square and Lincoln Gardens, as further described in Section 3.

(j) "Development Budget" shall have the meaning set forth in Section 3(b).

(k) "Development Schedule" shall have the meaning set forth in Section 3(b).

(l) "Effective Termination Date" shall have the meaning set forth in Section 8(e)(i).

(m) "Existing Residents" shall mean those residents currently residing at the Development.

(n) "FHFC" shall have the meaning set forth in Section 3(b).

(o) "Financial Closing" shall mean closing on construction financing for a particular phase.

(p) "First Tier Subcontractor" shall mean a subcontractor holding a subcontract with a prime contractor. The Prime contractor is the Chief contractor who has a contract with the Owner Entity, and has the full responsibility for its completion.

(q) "Force Majeure Event" shall have the meaning set forth in Section 9(c).

(r) "HUD" shall mean United States Department of Housing and Urban Development.

(s) "HUD Safe Harbor Standards" shall have the meaning set forth in Section 5(a).

(t) "IPSIG" shall have the meaning set forth in Section 26.

(u) "LIHTC" shall have the meaning set forth in Section 3(b).

(v) "Management Agent" shall have the meaning set forth in Section 7(a).

(w) "Management Agreement" shall have the meaning set forth in Section 7(a).

(x) "Material Changes" shall have the meaning set forth in Section 3(b).

(y) "Owner Entity" shall have the meaning set forth in Section 3(c).

(z) "PHA-Assisted Units" shall have the meaning set forth in Section 3(b).

(aa) "Partner" shall have the meaning set forth in Section 3(a).

(bb) "PHA-Assisted Units" shall mean public housing units.

(cc) "Project Stabilization" shall have the meaning set forth in Section 3(c).

(dd) "Proper Invoice" shall have the meaning set forth in Section 6.

(ee) "RFP" shall have the meaning set forth in Section 3.

(ff) "Relocation Plan" shall have the meaning set forth in Section 4(a)(ix)(4).

(gg) "Section 42" shall have the meaning set forth in Section 3(b).

(hh) "Site Plan" shall mean the Liberty Square and Lincoln Gardens sites shown on Exhibit C-1 and Exhibit C-2, respectively, subject to modification pursuant to the Community Engagement and Planning Process.

(ii) "Termination for Cause" shall have the meaning set forth in Section 8(b).

(hh) "UFAS" shall mean Uniform Federal Accessibility Standards.

(ii) "VCA" shall mean Voluntary Compliance Agreement.

2. **Nature of Agreement.**

This Agreement sets forth the principal terms that have been agreed to by the parties concerning the Development (as defined below). It is anticipated that this Agreement will constitute the "Master Development Agreement" for the Development. The parties are executing this Agreement to establish the principal terms of the transaction in order to enable both parties to proceed with an understanding of their obligations and agreements with regard to the Development.

This Agreement is intended to provide an overall framework for a cooperative, public-private, highly coordinated approach to implementation of the redevelopment plan of the Development. The County and the Developer agree to work with each other in good faith to execute any subsequent agreements that may be needed to complete the Development. Without limitation, the Developer will coordinate and lead a comprehensive community engagement and planning process (the "**Community Engagement and Planning Process**") that will solicit meaningful input from all stakeholders (including but not limited to residents, the resident councils, businesses, and local representatives), the County, and the South Florida Housing Studies Consortium. The parties acknowledge and agree that significant amendments and modifications will be required upon completion of such master planning activities. As a result, this Agreement serves as the overall framework for further discussions and modification as a result of the Community Engagement and Planning Process.

3. **Development Feasibility and Structure.**

(a) Request for Proposals and Developer's Response. On May 27, 2015, the County sought proposals under Request for Application No. 2015-1 (the "**RFA**") to Developer Pool pursuant to RFQ #794A, #794B and #794C for the Development from qualified housing developers. The Developer submitted a response to the RFA on July 9, 2015 and a best and final offer (the "**Best and Final Offer**") on February 5, 2016, and the County recommended negotiations with the Developer with respect to a Master Development Agreement. The County hereby approves the designation of the Developer as the developer for the Development, and as the County's "**Partner**," as described in 24 C.F.R. § 905.108, for the mixed-finance development of public housing units (as well as those other activities described herein), subject to and in accordance with the terms and conditions provided herein. The County also approves the further assignment of development rights to other phase-specific development entities which are affiliated with the Developer for each Phase, and upon such assignment, the Developer's responsibilities hereunder will cease and be of no further effect, and such responsibilities will transfer to such other phase-specific entity.

(b) Development Overview: The parties acknowledge and agree that the Development will be carried out in multiple phases (each referred to as a "**Phase**"). The Parties hereby agree that the initial Phase of the Development, referred to herein as "**Lincoln Gardens Development**" or "**Phase 1A**" shall be a mixed finance development, consisting of the construction of approximately 240 units (or the maximum permitted by applicable zoning requirements) at the residential development commonly known as Lincoln

Gardens, which Lincoln Gardens Development is currently unimproved land. A total of 117 of the 240 units shall be set aside as "public housing," as that term is defined in the U.S. Housing Act of 1937 (the "**PHA-Assisted Units**"), the remaining 123 units shall be affordable units, and all 240 units will be operated and maintained as qualified Low Income Housing Tax Credit ("**LIHTC**") Units under Section 42 of the Internal Revenue Code of 1986 ("**Section 42**"), as amended, for a period of not less than the Tax Credit Compliance Period and any applicable extended use period (as such term is defined in Section 42 and required by the Florida Housing Finance Corporation ("**FHFC**"). Notwithstanding the foregoing, the Developer will work with the County to determine the feasibility of converting 12 units in Phase 1A to workforce or market-rate housing units.

The next Phase of the Development ("**Liberty Square Phase 1B**") shall be a mixed finance development, consisting of the construction of a new 216-unit residential development at the Liberty Square development. A total of 180 of the 216 units shall be PHA-Assisted Units, the remaining 36 units shall be affordable units, and all 216 units will be operated and maintained as LIHTC Units under Section 42 for a period of not less than the Tax Credit Compliance Period and any applicable extended use period (as such term is defined in Section 42) and required by the FHFC.

The next Phase of the Development ("**Liberty Square Phase 2**") shall be a mixed finance development, consisting of the construction of a new 216-unit residential development at the Liberty Square development. A total of 180 of the 216 units shall be PHA-Assisted Units, the remaining 36 units shall be affordable units, and all 216 units will be operated and maintained as LIHTC Units under Section 42 for a period of not less than the Tax Credit Compliance Period and any applicable extended use period (as such term is defined in Section 42) and required by the FHFC.

The next Phase of the Development ("**Liberty Square Phase 3A**") shall be a mixed finance development, consisting of the construction of a new 216-unit residential development at the Liberty Square development. A total of 176 units shall be PHA-Assisted Units, the remaining 40 units shall be affordable units, and all 216 units will be operated and maintained as LIHTC Units under Section 42 for a period of not less than the Tax Credit Compliance Period and any applicable extended use period (as such term is defined in Section 42) and required by the FHFC.

The next Phase of the Development ("**Liberty Square Phase 3B**") shall be a mixed finance development, consisting of the construction of a new 144-unit residential development at the Liberty Square development. A total of 104 of the 144 units shall be PHA-Assisted Units, the remaining 40 units shall be affordable units, and all 144 units will be operated and maintained as LIHTC Units under Section 42 for a period of not less than the Tax Credit Compliance Period and any applicable extended use period (as such term is defined in Section 42) and required by the FHFC.

The next Phase of the Development ("**Liberty Square Phase 4A**") shall be a privately financed development, consisting of the construction of a new 60-unit townhome development at the Liberty Square development for affordable, workforce and market rate home ownership.

The next phase of the Development ("**Liberty Square Phase 4B**") shall be a mixed finance development, consisting of the construction of a new 120-unit elderly residential development at the Liberty Square development. All 120 units will be operated and maintained as LIHTC Units under Section 42 for a period of not less than the Tax Credit Compliance Period and any applicable extended use period (as such term is defined in Section 42) and required by the FHFC.

The next phase of the Development ("**Liberty Square Phase 4C**") shall be a mixed finance development, consisting of the construction of a new 120-unit residential development at the Liberty Square development. 24 units will be operated and maintained as LIHTC Units under Section 42 for a period of not less than the Tax Credit Compliance Period and any applicable extended use period (as such term is defined in Section 42) and required by the FHFC, and the remaining 96 units will be workforce and/or market rate housing units.

The next phase of the Development ("**Liberty Square Phase 4D**") shall be a mixed finance development, consisting of the construction of a new 240-unit residential development and an approximately 15,000 square foot retail development at the Liberty Square development. 48 units will be operated and maintained as LIHTC Units under Section 42 for a period of not less than the Tax Credit Compliance Period and any applicable extended use period (as such term is defined in Section 42) and required by the FHFC, and the remaining 192 units will be workforce and/or market rate housing units.

The next Phase of the Development ("**Liberty Square Phase 5**") shall be a privately financed development, consisting of the construction of a new grocery store with regional or national market presence at the Liberty Square development.

The initial Schematic Plans for Lincoln Gardens and Liberty Square Phase 1B are attached hereto at Exhibit C-1 and Exhibit C-2 (hereinafter referred to as the **"Scope of Work"**). An initial development budget for the non-commercial Phases of the Development is attached hereto as Exhibit D (hereinafter referred to as the "**Development Budget**"). An initial development schedule is attached hereto as Exhibit E (hereinafter referred to as the **"Development Schedule"**). A description of the unit types, sizes and targeted income levels (the "**Unit Mix**") is attached as Exhibit F. A list of key development team members is attached as Exhibit J.

The Developer will organize and collaborate with two universities at workshops designed to solicit resident and other community input regarding goals and a common vision for the Development, which shall include a discussion of all of the master plan elements of the Development (land use, transportation, community services, housing choices, urban design, crime

prevention, implementation, etc.). In addition, the Developer shall organize and lead a specific charrette with the express purpose of focusing on concept development. The charrette will be attended by the Development team, the families of Liberty Square, the County, as well as other stakeholders and community leaders.

At the conclusion of the Community Engagement and Planning Process and as the planning for the Development progresses, the parties mutually agree to supplement such exhibits with a more refined budget and other development information containing achievable sources, which budget shall be tied to a redevelopment and/or rehabilitation schedule and realistic timeframes for securing development sources. The Developer will submit updates to the Scope of Work, the Development Schedule, the Development Budget and the Unit Mix (collectively, the "**Redevelopment Plan**") for the County's review and comment, and the Developer shall be required to obtain County's approval, such approval not to be unreasonably withheld, with respect to "**Material Changes**" and as changes become necessary. At a minimum, all the development updates shall be provided in monthly intervals. After County provides County's approval of Redevelopment Plan, any other changes, other than material changes, shall be deemed effective upon the Partner's providing to the County notice of said change. Subject to the preceding sentence, the following shall be considered "**Material Changes**":

(1) Changes to the Unit Mix;

(2) An increase in the Development Budget by more than 10%; or

(3) Changes to the Development Schedule that delay Construction Completion or lease-up by more than ninety (90) calendar days.

Furthermore, the County and Developer acknowledge and agree that while a Ground Lease has been entered into by and between the County and RUDG Lincoln Gardens, LLC (the "**Lincoln Gardens Ground Lease**") to reflect the site control granted to the Developer's affiliates with respect to Lincoln Gardens and a separate Ground Lease has been entered into by and between the County and RUDG Liberty Square, LLC to reflect the site control granted to the Developer's affiliates with respect to Liberty Square (the "**Liberty Square Phase 1B Ground Lease**"), this comprehensive rehabilitation and/or redevelopment will occur in multiple phases and the County will enter into various ground leases and permit various sub-ground leases with various affiliates of the Developer with respect to each of the various phases that collectively comprise the Development. Additionally, the County will enter into various ground leases for site control purposes with owner entities to satisfy applicable funding application requirements.

The parties acknowledge and agree that the number of PHA-Assisted Units contemplated herein is intended to provide each current resident household shown on the County rent rolls at Liberty Square a right to return to the Development. In furtherance thereof, current residents at Liberty Square will have a first right, at their sole discretion, to occupy PHA-Assisted Units at

Lincoln Gardens upon Construction Completion of the Lincoln Gardens Development. In addition, approximately seventy (70) units will be rehabilitated at Liberty Square to provide temporary relocation during the development of Liberty Square Phase 1B. Finally, as part of the Community Engagement and Planning Process, to assure residents of options and choice in the development process, if a resident desires to move from the Development, the County will work with the Developer to seek Section 8 tenant protection vouchers ("**TPVs**").

(c) Ownership Entities for Rental Phase and Selection of Investor. The Developer has formed RUDG Lincoln Gardens, LLC (the "**Lincoln Gardens Owner Entity**") to own the Lincoln Gardens Development and RUDG Liberty Square, LLC (the "**Liberty Square Phase 1B Owner Entity**") to own Liberty Square Phase 1B. Similar owners will be formed for each subsequent phase of the Development (each, an "**Owner Entity**"). Each Owner Entity will have a managing member that will be a limited liability company controlled by the Developer. The principal equity interest in the Owner Entity with respect to any Phase which will consist entirely of LIHTC Units will be owned by a low income housing tax credit investor that is selected by the Developer in its sole discretion.

In cases where the unit mix includes PHA-Assisted Units, as well as affordable and/or market rate units, the PHA-Assisted Units shall be considered "fixed" and not "floating," and identified as such in the HUD PIC website.

Notwithstanding the foregoing set forth in Section 3(a) through (c), this Agreement and the parties' obligations hereunder are contingent upon the final approval of this Agreement by the Miami-Dade Board of County Commissioners (the "**Board**"), which shall be within the Board's sole discretion. If the Board, in its sole discretion, does not approve of the Agreement, this Agreement shall be null and void.

4. Redevelopment Responsibilities.

(a) Developer Responsibilities: As more specifically set forth herein, the Developer shall be responsible for development services in connection with the new construction work and/or rehabilitation in each phase of the Development. The Developer shall be responsible to manage and maintain the continued occupancy of any phase of the Development when such site is disposed of to the Developer (or earlier if agreed to by the parties), as well as carrying out all other work for which Developer is responsible, as such responsibilities are detailed in this Agreement. The actual services delivered shall include all development services reasonably required to complete the construction of the Development and, except as otherwise provided herein, to cause each Owner Entity to facilitate the construction of the Development, including, but not limited to:

(1) establishing phasing and timetables, structuring and securing financing and obtaining necessary city and county approvals, and

hiring a general contractor or construction manager. Not less than twenty (20) calendar days prior to submission of any funding applications, the Developer shall submit to County for approval a complete draft development plan (each, a **Phase Development Plan**") including Scope of Work, Development Budget, Development Schedule and Unit Mix. The County shall approve each Phase Development Plan within twenty (20) calendar days after the County receives the Phase Development Plan;

(2) providing financing to the project (other than financing which is the responsibility of the County, as such financing is identified in this Agreement) and identifying and securing additional financing as; completing funding applications for available local, state, and federal funding for demolition, environmental remediation, New Construction, Community and Supportive Services, resident job training and apprenticeship programs, Section 3 requirements, etc., as mutually agreed upon by the County and the Developer;

iii. providing all required third-party guarantees including investor and completion guarantees;

(3) assisting in preparing the Mixed-Finance Proposal; assisting in preparing or coordinating all documents necessary for closing of the financing in accordance with, as applicable, public housing, mixed-finance requirements; collaborating with the County to finalize documents and assist in the preparation of the evidentiary submission to HUD; and scheduling the Financial Closing; providing a copy of all Financial Closing documents to the County in searchable PDF format;

(4) entering into contracts or agreements, consistent with the terms of this Agreement, necessary or convenient for Construction Completion of the Development, which contracts or agreements may be assigned, as appropriate, by the Developer to the related Owner Entity at or prior to the financial closings. Awards shall be made to the bidder or offeror whose bid or offer is most advantageous to the Development, taking into consideration price, quality and other factors deemed by the Developer to be relevant; the Developer shall make good faith efforts to contract with qualified bidders and offerors that are Section 3 businesses, Small and Minority firms, Women's Business Enterprise, and Labor Surplus Area firms (see Section 8 of Exhibit H); the Developer shall not employ or contract with any third party contractor which has been debarred by HUD or the County and shall promptly terminate any contracts with any third party contractor that is subsequently debarred;

(5) determining all necessary governmental approvals for such plans;

(6) carrying out pre-construction and construction activities, including design, engineering, and rehabilitation of the Development, guaranteeing Construction Completion of same without Material Changes to the Development Budget or Schedule, and ensuring compliance with all applicable laws, rules and regulations;

(7) carrying out property management of the Development (if applicable), as agreed between the County and the Developer, including resident relocation (and securing site during entire relocation period) and subsequent re-occupancy of the Development, maintaining all applicable occupancy standards and maintaining all requisite reports, certifications and data in accordance with applicable VCA/UFAS unit reporting requirements; Developer shall assist the County with all reporting and coordination requirements including but not limited to, HUD-PIC coordination and submissions required for the project.

(8) maintaining regular communication and attending monthly progress meetings with the County and residents regarding its development activities, and providing written monthly reports to include: (a) current month's activities; (b) next month's planned activities; (c) schedule narratives (including any changes); (d) subcontracting narrative including but not limited to: job training, employment, Section 3 and small and minority firms, women-owned enterprises, and labor surplus firms, Section 3 jobs created by trade, during construction and post construction; (e) financing summary of status; and (f) pending issues;

(9) establishing a detailed scope of work, in conjunction with the County, for the demolition, rehabilitation, and new construction work (as applicable) and submitting the same for County approval; and

(10) providing all records as may be required by the County including, but not limited to, records pertaining to job training, employment, Section 3 and small and minority firms, women-owned enterprises, and labor surplus firms, Section 3 jobs created by trade, during construction and post construction, etc., and complying with the provisions of Exhibit L.

(b) Design, Construction, Relocation, and Accessibility Requirements:

(1) The Developer shall conduct value engineering reviews during design and construction document phases to minimize construction cost and maximize scope of work to be done with allocated funding. The County will have access to design drawings and may provide comments and requests to changes in design, finishes and all aspects of the design development process.

(2) The Developer will provide the County with all cost certifications and reports from the investor and lender and the County will have the opportunity to review and comment on such certifications and reports.

(3) The County will have the opportunity to approve all change orders that require the approval of the investor and the lender (i.e. in excess of those minimum thresholds per occurrence and in the aggregate that do not require the approval of the investor and lender), such approvals not to be unreasonably withheld or delayed.

(4) The Developer shall meet or exceed federal accessibility requirements and other requirements as indicated herein. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 and 24 C.F.R. Parts 8 and 9, prohibits discrimination against persons with disabilities in any program or activity receiving Federal Financial assistance. 24 C.F.R. § 40.4 established the Uniform Federal Accessibility Standards (UFAS) as the standard design, construction, or alteration of residential structures. UFAS became effective July 11, 1988. For new public housing construction and/or rehabilitation projects, the Developer shall provide at a minimum (unless more stringent requirements apply) not less than fifteen percent (15%) of UFAS compliant units for mobility-impaired persons. An additional minimum of two percent (2%) is required for people with hearing or vision impairments. Not less than one unit each shall be provided for mobility-impaired and one unit for vision or hearing impaired if percentages indicate that less than one unit is required. UFAS compliance and certifications are required for all areas required by UFAS including interior and exterior of units, common areas, site and parking, etc. The Developer shall retain an independent, experienced, and qualified third party consultant (UFAS consultant) to certify UFAS compliance in a certification form provided by the County. The UFAS consultant shall provide the HUD UFAS Accessibility Checklist along with its certification form, attached hereto as Exhibit K, to the County. The UFAS consultant shall not be the Architect of Record. The UFAS consultant shall have experience in providing UFAS certification including design reviews, construction reviews, and certifications. Additionally, the UFAS consultant shall provide to the Developer and copy the County review comments at fifty percent (50%) and one hundred percent (100%) of construction documents. The Developer shall submit, through the County, its one hundred percent (100%) construction documents for UFAS units for review and approval by HUD. Any comments by HUD and/or the County and any other agencies having jurisdiction shall be incorporated in the construction documents. The UFAS consultant shall also conduct on-site inspections during construction at fifty percent (50%) and one hundred percent (100%) of Construction Completion to confirm UFAS compliance. The Developer, Architect of Record, UFAS consultant, and the Contractor shall attend HUD's site inspections

that may be conducted during construction and/or at Construction Completion. The Developer shall facilitate site access for HUD's site inspections. HUD will provide comments to the County and the Developer. The Developer shall address all HUD comments to receive HUD approval. If Developer fails to comply with UFAS, as may be identified by the County, HUD or any other entity having jurisdiction, such noncompliance shall be deemed an Event of Default pursuant to Section 9 of this Agreement, and the Developer shall be provided an opportunity to cure said default, at the Developer's cost, as prescribed by Section 10 of this Agreement. On-going information concerning UFAS units and its occupants shall also be required by the County, which requirement shall survive this Agreement. The Developer shall provide required UFAS – related information as reasonably required by the County. In addition, developers are highly encouraged to provide units that are easily "adaptable" to UFAS units. The Developer shall assist with VCA/UFAS reports and any other reports or information required by County or HUD.

(5) Davis-Bacon wage requirements: Davis-Bacon wages shall apply to all structures built or rehabilitated on the County owned or leased land regardless of whether these structures receive a federal subsidy or not. These structures may include but are not limited to PHA-Assisted Units, affordable units, market-rate units, commercial and/or office buildings, and/or any other structure built on site. The Developer shall meet all applicable Davis-Bacon wage requirements and shall monitor and ensure Davis-Bacon wage compliance by general contractor(s), sub-contractors, sub–sub contractors, etc., and shall ensure that all contracts and sub-contracts issued to any contractor on the project include Davis-Bacon requirements. The Developer shall carefully review Davis-Bacon requirements with all contractors and sub-contractors on site on an on-going basis, shall appoint an experienced and qualified Davis-Bacon compliance officer to ensure compliance during the entire construction duration, and shall provide Davis-Bacon compliance reporting to County as it may require. Any costs incurred by the County due to Davis-Bacon noncompliance by the Developer and/or any of its contractors, shall be reimbursable to the County by the Developer.

(6) The Developer shall ensure that its contractors and their subcontractors are classifying workers properly for Davis-Bacon and Internal Revenue Code purposes and that they maintain proper documentation to support worker classification. In reviewing certified payrolls, the County will be alert to anomalies, and in such cases will consult with federal agencies such as the Internal Revenue Service, Department of Labor, and Department of Housing and Urban Development. Review of payroll records and/or similar documents by the County shall not relieve developers, contractors and subcontractors from ensuring Davis-Bacon Compliance and

appropriate worker classification in accordance with all applicable requirements.

(7) Failure to comply with Davis-Bacon wage rate or other federal required classification requirements will affect payments to the Developer (refer to Section 6 Payment provisions).

(8) The Developer shall provide a construction schedule using a Gantt chart format (or another format reasonably acceptable to the County) indicating all activities (e.g. event, task, and trade).

(9) For preservation/rehabilitation projects, maximize the storage capacity (kitchen cabinets, closets including linear feet of shelves, pantry, vanity, etc.) for existing units as to not reduce existing capacity, whenever possible.

(10) Unit layout:

The Developer shall ensure unit design layout allocates proper circulation space and sustains suitable linear wall allocation for proper functioning and furniture layout.

(11) Appliances:

Existing appliances (such as refrigerators, ranges, ovens, washers, dryers, water heaters, etc.) shall be removed and replaced with new appliances. The Developer shall bear the cost of removal and relocating/moving the existing appliances to an offsite centralized location to be determined by the County. The Developer shall secure the site during any removal and/or replacement of appliances, equipment, furnishings, etc. This work shall be carefully coordinated between the Developer and the County.

(12) Recycled and Salvaged items:

The Developer is responsible to collect and deliver to the County Store all items in a Development site that are to be recycled. Appliances or furnishings going to the County Store or back to the County for its use are "recycled" items.

Recycled items include but are not limited to equipment, telephones, televisions, vacuum cleaners, fax machines, copiers, tools, all types of appliances, all furniture, etc. as directed by the County. The Developer shall contact the County Store representative and follow the following process for items that are directed to be delivered to the County Store:

a. The Developer shall call the County Store representative at 305-556-8106 at least a day in advance (preferably earlier) to notify them of the number of trucks and

equipment/furnishings to be delivered, and provide them with an opportunity to prepare for the delivery. Deliveries of the equipment/furnishings by the Developer to the County Store (located at 980 West 84 Street, Hialeah, Florida) shall be scheduled between 7:30 and 10 am only, since they have to attend to walk-in customers the rest of the day. The County Store does not accept drop-offs on Fridays, weekends or legal holidays.

b. Developer shall complete all the information required on the attached Property Action Form. Please include the "Asset Tab # or Serial # of each equipment/furnishing, if available. If none can be found, indicate "N/A" in that column, and provide a detailed description of the equipment.

c. The County Store will not accept delivery of any chemicals; therefore if any item has a gas tank or other type of chemical container attached, the chemical container needs to be removed by the Developer prior to delivery.

(13) The County has retained an Energy Performance Contractor (EPC) to conduct an energy audit on all public housing sites and provide recommendations to implement energy efficient systems, components, etc. The Developer shall coordinate its work with the EPC, attend meetings with EPC and the County as necessary, submit its drawings and specifications for EPC review and incorporate EPC comments received into the design documents, unless this requirement is waived by the County.

Energy Saving Measures that may be incorporated in the scope of work include, but may not be limited to the following:

1. Low-flow shower heads and faucet aerators
2. Low-flow toilets
3. Front-loading washers
4. Vending machine controls to turn off when not being used
5. Convert to natural gas from electric; however, utilize electric instant water heaters for energy savings and efficient space requirements
6. Install lighting controls in "common areas"
7. Upgrade exterior area and apartment lighting to include energy-saving fixtures/lamps.
8. Provide Energy Management System for common areas utilizing VAV HVAC system.
9. Use cooling tower heat pump system

(14) Energy Policy Act of 2005 , Sec. 179D

The Developer shall work with the County to secure tax credits (if applicable, available and not detrimental to the project financing)

payable to the County pursuant to Energy Policy Act of 2005, Section 179D, for energy retrofits applicable for public buildings where, the owner may allocate the deduction "only to the designer." The "designer" is defined as "an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specifications for a new building or an addition to an existing building that incorporates energy efficient commercial building property." The designer cannot claim the deduction without full signoff from the County.

(15) On preservation/rehabilitation projects, the Developer shall not reduce the size of existing units in any material respect to obtain more units within the same building envelope or change the unit designation (family, elderly, mixed-population, etc.) without a written request and written approval from the County, provided that the County has provided the Developer a written description of such unit designation.

(16) The Developer shall forward the drawings for preservation/rehabilitation and/or new construction to the County as these are developed for review, comment and approval, such approval not to be unreasonably withheld, withdrawn, or deleted.

(17) The Developer shall closely coordinate with the County and attend meetings with public housing residents as reasonably required to inform and receive input from residents on all aspects of the development plans. The Developer shall give good faith consideration to incorporate input received from residents, in coordination with the County, as feasible and consistent with applicable codes, zoning, federal requirements, etc. The County will coordinate and schedule meetings with residents.

(18) The Developer shall submit a detailed relocation plan ("**Relocation Plan**") for review and approval by the County, which such approval will not be unreasonably withheld, withdrawn, or deleted. The Relocation Plan shall include appropriate notification and minimum disruption/convenience for residents, safety and provision of temporary housing as major considerations. The Developer shall provide a "relocation coordinator" to plan, organize, implement and monitor all aspects of the Relocation Plan, closely coordinate all aspects required for relocation including phasing and duration, moving and storage of furnishings, transportation, meals, pets, mail, etc.

(19) The Developer shall provide to the County as supporting documentation such as Notice to Proceed (NTP) to contractors/sub-contractor, and Certificates of Occupancy or Completion, as applicable.

(20) The Developer and its consultants shall carefully review all change orders, contingency adjustments and/or any other additional costs (herein change orders) to confirm that these are appropriate and to minimize said costs whenever possible. Such review shall include but not be limited to compliance with contract documents, the party requesting the change order, and the reason for such request (justification), hidden or unforeseen conditions, A/E error and/or omissions, critical path analysis for time extensions and other contract requirements.

When Change Orders involve time extensions, the Developer and its consultants shall also carefully review and confirm that these are appropriate and shall minimize wherever possible time extensions. Time extension reviews shall include an evaluation of the critical path analysis to confirm whether the time extension has impacted the Critical Path.

(21) The Developer shall carefully review and coordinate the work of its consultants to minimize architect/engineer errors and omissions, and minimize any change orders, including additional costs and time extensions on the project. The County shall not approve additional costs/fees for A/E errors and omissions or any other costs/fees related to conditions which could have reasonably been discovered or should have been discovered with appropriate due diligence by the developer and/or its consultants, contractors or other vendors.

(22) The County may back-charge the Developer for any administrative costs it incurs for non-compliance by the Developer and/or its consultants, contractors or vendors. This includes, but is not limited to compliance with Davis-Bacon wages and Section 3 requirements.

(23) Award Letters. Upon receipt of any funding award, the Developer shall provide to the County all award letters including from FHFC and commitment letters from financial institutions.

(24) HUD Demolition and Disposition approval requirements - The approval requires that the demolition and disposition documents include a clause stipulating that if the Developer fails to develop and operate the property as outlined in the demolition and disposition application for at least 40 years for the PHA-Assisted Units and 30 years for non-PHA-Assisted Units, the County will cause the lease to terminate. The evidentiary documents are subject to the review and approval of the HUD Miami HUB (and Field Counsel) or such other office designated by HUD, and should contain the following provisions:

(25) The property shall be maintained for the approved use ("**Use Restrictions**") for a period of not less than 30 years (or a longer time as required by the HUD Public Housing Field Office or applicable HUD requirements) ("**Use Period**") from the date the use first commences;

(26) Use Restrictions shall be in a first priority position against the property (e.g. prior to any financing documents or other encumbrances) during the Use Period;

(27) The approved Owner Entity shall maintain ownership and operation of the property during the Use Period. The Owner Entity shall not convey, sublease or transfer the Property without prior approval from the County at any point during the Use Period other than pursuant to customary transfer provisions;

(28) If the Owner Entity fails to develop and use the property as outlined in the County's approval documents at any point during the Use Period, subject to applicable notice and cure periods the ground lease shall terminate and all interests in the property shall automatically be vested in the County.

(29) If all property interests is returned to the County during the Use Period, the County shall immediately contact HUD to determine the future use of the Property and any necessary legal documentation (e.g. a Declaration of Trust) that must be recorded against the Property;

(30) The County is responsible for monitoring and enforcing the Use Restrictions during the Use Period.

(31) The Developer will establish a number of community benefits at the Development (referred to herein as the "**Community Benefits Program**"). A preliminary description of the Community Benefits Program is set forth at Exhibit A.

(32) The various Phases of the Development will generate a number of financial benefits ("**Financial Benefits**"), as such Financial Benefits are further described at Exhibit B.

(33) The Developer shall design the Development to be consistent with a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design ("**LEED**"); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard ("**NGBS**"), but shall not be required to obtain a Silver certification rating from LEED, FGBC or NGBS relative to the Development. Though the Developer's goal is to obtain such certification rating, if the Developer does not obtain such certification rating, provided it has used its commercially reasonable efforts to do so, the Developer shall not be in default under this Agreement and the County shall have no right to enforce the terms of this Agreement with respect to default or exercise any remedies relative to such absence of a certification rating. The LEED Silver certification or designation relative to the Development is outlined

by the U.S. Green Building Council. The Developer agrees to regularly provide the County with copies of any and all records and/or reports (including but not limited to any approvals, rejections and/or comments) from the neutral and independent third-party reviewing the Development relative to the LEED Silver designation from the U.S. Green Building Council or certification from the FGBC or NGBS. As noted earlier herein, the Development may not necessarily be constructed in a manner so as to achieve a Silver certification rating from LEED or certification from FGBC or NGBS. Further, the LEED Silver certification or designation, FGBC or NGBS certification is a description or label designed to establish the level of energy efficiency and sustainability for Buildings and Improvements of the overall Development; and should substantially improve the "normal" or "regular" energy efficiency and indoor air quality for the overall Development. Beyond these environmentally responsible steps, the Developer specifically agrees to consider additional steps or means to improve and/or protect the environment with regard to the Development, and to inform the County of any and all such additional methods or ways that the Developer will utilize "green building standards" in the design and construction of the overall Development in an effort to achieve the important goals of creating a healthy place to work as well as an environmentally responsible development in the community. The Developer's decision whether to incorporate or adopt any such additional steps or means shall be made in the Developer's sole and absolute discretion.

The Developer's obligations under this Section 4(a) of this Agreement shall survive the termination of this Agreement.

(c) County's Responsibilities. As more specifically described herein, County is responsible for the following activities related to the Development (such list is not intended to be exhaustive):

i. Developing and submitting all necessary property demolition and/or disposition applications to HUD (provided that the Developer shall have an opportunity to review and comment on the same prior to submission);

ii. Approving Owner Entity admissions and occupancy criteria and related property management documents such as the Public Housing lease and Community Policies, which approvals shall not be unreasonably withheld, delayed or conditioned;

iii. Reviewing, approving, and submitting the mixed finance proposal and evidentiaries to HUD;

iv. Providing public housing funds (which may include Capital Fund Financing Program funds), Surtax Funds and General Obligation Bond Funds that are legally available in the total amount of $46 million, and allowing the use of a portion of such funds as a loan for predevelopment activities in

accordance with the HUD Cost Control and Safe Harbor Standards for Rental Mixed Finance Development (the "**HUD Safe Harbor Standards**");

v. Providing all of the operating subsidy received from HUD relative to the PHA-Assisted Units on an annual basis and subject to any HUD pro-ration or other HUD-generated subsidy adjustment (including those "add-ons," as described at 24 C.F.R. Part 990), except that the Developer shall pay to the County: (i) an amount equal to five percent (5%) of subsidy received if HUD proration is less than ninety-two percent (92%); (ii) an amount equal to six percent (6%) of subsidy received if HUD proration is between ninety-two percent (92%) and ninety-four and $^{99}/_{100}{}^{th}$ percent (94.99%); or (iii) an amount equal to seven percent (7%) of subsidy received if HUD proration is ninety-five percent (95%) or above;

vi. Providing the PHA-Assisted Units' share of those funds appropriated to the County under Section 9(d) of the United States Housing Act of 1937, as amended (the "Act") that are permitted to be utilized as operating subsidy in accordance with Section 9(g)(1) of the Act. The percent amount to be provided as operating subsidy indicated above shall be determined annually by (i) dividing the total amount of Capital Funds awarded to the County by the total number of PHA-Assisted Units in the County's portfolio; and (ii) multiplying the resulting per unit amount by twenty percent (20%);

vii. Work with the Developer and departments of the County to help facilitate off-site infrastructure improvements necessary for the Development;

viii. Cooperating with the Developer in the Developer's application for and executing, as needed, all zoning, permitting and similar governmental applications and permits necessary for the Development;

ix. Coordinating with the residents, other stakeholders in the County and other stakeholders on Development-related issues; and

x. Obtaining all necessary HUD approvals (including as related to disposition approvals, environmental approvals in accordance with 24 C.F.R. Part 50 or Part 58, mixed finance approvals), providing reports and maintaining communications with HUD. Notwithstanding the foregoing, the County will provide copies of all items to Developer prior to submission to HUD in order to permit the Developer to provide input and comment with respect to the same.

(d) Unit Management Software.

i. The Developer must use the County's current system of record, Emphasys Elite, for the purposes of entering re-certification data, HUD PIC submissions, and reporting. The Developer will be responsible for any associated software license, support, and training costs. The County will make the application available to the Developer and will be responsible for the user account management and security. The County will not provide any e-mail or telecommunications services and will not provide any technical support related

to the Developer's information technology infrastructure, including but not limited to desktops, servers, routers, or related network connectivity. The Developer will also be responsible for any maintenance and development costs associated with any application or database interfaxes to the County's current system of record.

5. Fees.

(a) Developer Fee. The parties agree to seek approval from HUD of the maximum allowable developer fee permitted by the Florida Housing Finance Corporation for the Development of eighteen percent (18%) in the budgeted amount set forth at Exhibit D hereto (if applicable), with respect to four (4%) Low-Income Housing Tax Credit transactions and sixteen percent (16%) with respect to nine percent (9%) Low-Income Housing Tax Credit transactions (in the budgeted amount set forth at Exhibit D hereto, if applicable), based upon satisfying the factors outlined and approved by HUD in order to exceed the HUD Safe Harbor Standards. The Developer agrees that the County shall earn a fee, to be structured in a manner reasonably acceptable to the parties, equal to 40% of the total Developer Fee described herein.

(b) Ground Lease and Other Payments. With respect to the ground lease to be entered for each Phase, the Developer or its subsidiary or designee agrees to pay an annual rental amount to be determined with respect to each Phase, which amount will be inflated each year at a predetermined rate, and which will be payable solely out of (50%) of the available cash flow that is distributable to the manager of such party, after payment of any deferred developer fees and payment of any priority items set forth in the phase specific operating or partnership agreement. Any portion of the annual rental amount not paid, in any given year, shall be deferred to the following year. No annual rental amount shall accrue until after full payment of any deferred developer fees. In addition, each ground lease shall provide for a capitalized lease payment (each, a "**Capitalized Payment**") in the amount of $2,500 for each unit, with such Capitalized Payment to be paid upon Financial Closing of such Phase. The estimated Capitalized Payment is (i) $3,330,000 for all phases of Liberty Square (assuming 1,332 total units) and (ii) $600,000 for Lincoln Gardens (assuming 240 total units), subject to adjustment for Unit Mix. The Developer shall not owe any amounts in connection with an applicable ground lease until the Financial Closing for such phase.

(c) In addition to the above-described fees, the County will receive a fee upon execution of the Ground Lease in the amount of $200,000 for Lincoln Gardens and $400,000 for Liberty Square. Such fees shall be held in escrow until the later of achievement of (i) all zoning; (ii) permitting; and (iii) HUD approvals for the Lincoln Gardens Development and Liberty Square Phase 1B. Forty-five percent (45%) of each fee will be applied against the Capitalized Payments at the applicable Financial Closing and the balance of each fee shall be an additional payment to the County.

6. **Payment Provisions for County Funds (if applicable).**

(a) The Developer shall submit to the County, not more often than monthly, a payment request for County funds in a form and format acceptable to the County, for expenditures for the work completed and incurred.

(b) Each payment request shall be carefully reviewed and evaluated for accuracy, completeness and compliance with this agreement by the Developer prior to its submission to the County. Each payment request shall identify, by line item and by reference to the corresponding element of the Budget, (a) the total costs to date incurred, (b) the corresponding portion of the compensation due to developer, if applicable (c) the amounts, if any, of previous payments, (d) the portion, if any, of such costs and/or fee for which a payment is requested under the payment request and any other provisions reasonably required (with reasonable advance notice) by the County. Each payment request shall be accompanied by separate billing statements or invoices from each consultant, sub-consultant, contractor or sub-contractor (herein vendors) to which payment has been made or will be made. The County shall not be required to make advance payments or deposits.

(c) Payment requests shall not be processed until a proper payment request (herein proper invoice) has been received by the County from the Developer. Proper invoice means an invoice which conforms to the payment requirements of the County. A proper invoice shall include a statement by the Developer waiving claims for extra direct and indirect costs or time associated with work preceding the date of the invoice, or a statement in sufficient detail containing all rights reserved for work already performed. All present requirements or future rules pertaining to the execution of a proper invoice will be made available to the Developer in a timely manner. The Developer shall make payments to all vendors included in each respective payment request within five (5) business days of receipt of funds from the County. The Developer shall include the provisions of this section in all sub-contracts, and require all vendors to include this provision in their contracts with other vendors.

(d) The time at which payment for service is due from the County shall be calculated from the date on which a proper invoice is received by the County. The time at which payment shall be due from the County to the Developer shall be forty-five (45) days from receipt by the County of a proper invoice from the Developer. In any case in which an improper invoice is submitted by the Developer, the County shall, within ten (10) days after the improper invoice is received, notify the Developer that the invoice is improper and indicate what corrective action on the part of the Developer is needed to make the invoice proper.

(e) Final payment shall not be made to the Developer until the Developer has resolved all pending Davis-Bacon wage rate compliance issues and restitution is made (or placed in escrow for unfound workers) to all workers determined by the County to be underpaid. At a minimum, an amount equal to the cost of all pending Davis-Bacon non-compliance issues shall be retained until such issues are resolved to the County's satisfaction.

(f) For non-County funds, the Developer shall provide a report, in a form and format acceptable to County, indicating payment requests and approved amounts received by the Developer for all funding sources and percentage of Construction Completion. In addition, the Developer shall provide, on a monthly basis, a construction schedule and construction budget, with anticipated changes to the budget and schedule, along with a change order log, and the Developer will meet with the County at the County's request, at thirty day intervals, to review and discuss the monthly report. Any proposed changes will be subject to the approval provisions set forth in this Agreement.

7. **Property Management Responsibilities.**

(a) Designation of Property Manager. The initial property manager for each phase of the Development shall be TRG Management Company, LLP, an affiliate of the Developer (the "**Management Agent**"). The Management Agent shall be responsible for the day-to-day operation of each phase of the Development including but not limited to compliance, collections, leasing, payment of invoices and maintenance. Specific duties shall be further detailed in the initial agreement between the Management Agent and the Owner Entity, and such agreements are subject to the County's reasonable approval (the "**Management Agreement**"). The designation of the County as a successor Management Agent, co-Management Agent or sub-Management Agent may be considered and negotiated by the parties, upon terms and conditions that are acceptable to the parties and subject to the approval of any investors and lenders.

(b) Admissions Policies. The parties agree that the occupancy will be carried out with respect to the Development as follows:

i. The existing resident households shall have the right of first refusal to occupy PHA-Assisted Units in each phase of the Development once the scope of work described in this Agreement is complete with respect to such Phase, subject to screening by the Management Agent for income relative to low-income housing tax credit compliance. The residents at Liberty Square shall have the right of first refusal to occupy the PHA-Assisted Units at Lincoln Gardens, at their sole discretion.

ii. Any vacancies to PHA-Assisted Units not filled by Existing Residents (either at initial occupancy or thereafter) will be filled by applicants who are referred from the County's waiting list, subject to screening by the Management Agent for income and other low-income housing tax credit compliance matters. The parties agree that a site-based waiting list will not be used. The parties acknowledge and agree that the County's Admissions and Continued Occupancy Policy will be revised, as necessary, to reflect the foregoing and that a referral process will be formulated by the parties to ensure that lease-up occurs in a timely manner.

(c) Property Management Fee. The Management Agent shall receive a management fee equal to 6% of the effective gross income.

8. Termination.

(a) Termination for Convenience. The County reserves the right to terminate this Agreement, in whole or in part, at any time for the convenience of the County, if the County shall determine in good faith that it is infeasible, in the County's best interest, or contrary to that interest to proceed with the Development. In the event of a termination for convenience under this Agreement, the County shall deliver to the Developer a Notice of Termination within thirty (30) days specifying the extent to which the performance of the work under this Agreement is terminated, and the date upon which such termination becomes effective. If the performance of the work under this Agreement is terminated in whole or in part, the County shall be liable to the Developer for reasonable and proper construction related costs only resulting from such termination, and shall not include any costs (direct or indirect) related to applications for funding/financing, and/or preparation of development strategies, and/or similar expenses, but shall include Community Engagement and Planning Process costs and repayment of all fees paid upon execution of the respective ground leases in accordance with Section 5(b) hereof. In addition, any predevelopment loans advanced to the Developer will be deemed satisfied in connection with the assignment of work product in accordance with subsection (f) below. Within thirty (30) days after receipt of the Notice of Termination, the Developer shall present a proper claim setting out in detail: (i) the total cost of all third-party costs incurred to date of termination including architectural, engineering, and similar types of costs, and also including any loans from third parties); (ii) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, or for settling other liabilities of Developer incurred in performance of its obligations hereunder; (iii) the cost of preserving and protecting the work already performed until the County or its assignee takes possession thereof or assumes responsibility and (iv) compensation to Developer for all tasks performed to date equal to thirty percent (30%) of projected developer fee if applicable financing has been secured. Within ninety (90) days after receipt of the claim from the Developer, the County shall either respond to the Developer's claim or make a final payment to the Developer in the event there is no dispute relative to Claim. Furthermore, the Developer may terminate this Agreement for infeasibility, but only to the extent the Developer first made good faith efforts to pursue an alternative course of action, and in such event, shall be limited to reimbursement for those costs as set forth in (i)-(iv) of this Section 8(a). In an event of a dispute regarding the claim, the parties hereto shall avail themselves of the dispute resolution process more fully described in Exhibit H, Paragraph I.

(b) Termination for Cause. Either Party may terminate this Agreement for cause, at any time, on the giving of notice to the other party of the grounds asserted for such termination and failure of the other Party to cure such grounds within thirty (30) days from receipt of such notice ("**Termination for Cause**"). Notwithstanding anything to the contrary contained herein, suspension from participation in any government programs, which suspensions, for the purposes hereof, are defined to include but not be limited to any sanctions

imposed by HUD pursuant to 24 C.F.R. Part 24, shall be grounds for termination of this Agreement for cause without opportunity for cure. By execution of this Agreement, Developer hereby certifies to the County that it is not suspended, debarred or otherwise prohibited from participation in any government programs.

In the event of a termination of this Agreement by the County or the Developer which is determined to constitute a breach hereof by the County or the Developer, the party in breach shall be liable to the non-breaching party in accordance with applicable law for all actual damages caused thereby.

(c) Fraud, Misrepresentation or Material Misstatement. The County may terminate this Agreement if Developer attempts to meet its contractual obligations hereunder with the County through fraud, misrepresentation or material misstatement.

(d) Debarment. The foregoing notwithstanding, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Developer may be subject to debarment for those reasons set forth in Section 10-38 of the County Code.

(e) Remedies. In the event that the County exercises its right to terminate this Agreement following an Event of Default, the Developer shall, upon receipt of such notice, unless otherwise directed by the County:

i. Stop work on the date specified in the notice (the "**Effective Termination Date**");

ii. Take such actions as may be necessary for the protection and preservation of the County's materials and property;

iii. Cancel orders;

iv. Upon payment by the County for such work product and payment of other amounts due in accordance with this Section 8, assign to the County and deliver to any location designated by the County any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services; and

v. Take no voluntary action (unless otherwise required by legal obligations) which will increase the amounts payable by the County under this Agreement.

(f) Developer Shall Deliver Work Product in Event of Termination. In the event that this Agreement is terminated under this Section 8, Developer agrees that it shall promptly deliver to County, or cause to be delivered to County, any concrete, transferable, and useable third party work product generated in connection with the Development, and will assign to County all of its right,

title, and interest to such work product, without reservation in exchange for County's payment of funds paid by Developer (including funds borrowed from third parties) for such work product, along with amounts due to the Developer hereunder. Developer shall be under no obligation to deliver any work product in its possession unless the County shall have reimbursed it for the cost thereof (and paid to the Developer any other amounts due hereunder) or shall have agreed to offset the cost thereof against any indebtedness owing from the Developer to the County. No payment shall be due, however, if the Developer has committed fraud, misrepresentation, material misstatement, or in the event of termination for an Event of Default pursuant to Section 9, provided, however, that the County has a predevelopment loan in effect with respect to such work product..

(g) Automatic Termination. This Agreement shall automatically terminate (unless caused by the County's failure to timely perform the County's obligations hereunder) with respect to the respective individual Phases set forth below at no cost to the County if:

1. The Developer is unable to secure funding and financing consistent with an approved Redevelopment Plan with terms and conditions (including payments to the County) acceptable to the County for the Lincoln Gardens Development Phase 1A or Liberty Square Phase 1B within twenty-four (24) months after execution of this Agreement.

2. The Developer is unable to secure funding and financing consistent with an approved Redevelopment Plan with terms and conditions (including payments to the County) acceptable to the County for all subsequent Phases of the Development within sixty (60) months after execution of this Agreement.

Upon termination of this Agreement for an applicable Phase, the Developer shall have no further development rights to the undeveloped portion(s) of such Phase under this Agreement, the applicable Phase ground lease or any other agreements. The Developer and the County shall coordinate and execute appropriate agreements, contracts or other applicable documents to return the undeveloped portions of such Phase to the County.

Notwithstanding the foregoing, failure to achieve financing shall not be deemed an "Event of Default" hereunder.

9. Event of Default.

(a) An Event of Default shall mean a breach of this Agreement by the Developer after expiration of any applicable notice and cure period without such cure. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include, but not limited to, the following:

i. the Developer has not delivered deliverables on a timely basis;

ii. the Developer has made a Material Change to the Project Schedule without the County's approval;

iii. the Developer has refused or failed to supply enough properly skilled staff personnel;

iv. the Developer has failed to make prompt payment to subcontractors or suppliers for any Services;

v. the Developer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Developer's creditors, or the Developer has taken advantage of any insolvency statute or debtor/creditor law or if the Developer's affairs have been put in the hands of a receiver;

vi. the Developer has failed to obtain the approval of the County where required by this Agreement;

vii. the Developer has failed in any material respect with respect to the representation of any warranties stated herein;

viii. the Developer has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and Section 26 of this Agreement;

ix. the Developer has failed to comply with any and all UFAS requirements and obligations; and

x. the Developer has made a Material Change to the Project Budget without the County's approval.

(b) If the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, and reports after payment, if applicable.

(c) Notwithstanding the foregoing, this Agreement shall not be terminated for default if the delay in completing the work arises from unforeseeable causes beyond the reasonable control of the Developer (any such failure or other cause or event being referred to herein as a "**Force Majeure Event**"). Examples of such causes include (a) acts of God or the public enemy, (b) material acts or failure to act, or delays in action, of the County, HUD, or other governmental entity in either its sovereign or contractual capacity, (c) material acts or failure to act of another contractor (other than a contractor or subcontractor to the Developer or the Owner Entity) in the performance of a contract with the County, (d) fires, (e) floods, (f) strikes or labor disputes, (g) freight embargoes, (h) unavailability of materials, (i) unusually severe weather, (j) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without fault or negligence of both the Developer and the subcontractors or suppliers, and (k) delay caused by litigation that is not between the County and the Developer.

10. **Notice of Default – Opportunity to Cure.** Notwithstanding anything in this Agreement to the contrary, if an Event of Default occurs in the determination of the County and the County wishes to declare an Event of Default or otherwise terminate this Agreement for cause to the extent, as provided under this Agreement, the County shall notify the Developer (the "**Default Notice**"), specifying the basis for such Event of Default and the extent to which performance of work under this Agreement is terminated, and advising the Developer that such default must be cured immediately or this Agreement with the County

may be terminated. The Default Notice thereof shall specify the nature of the claimed Event of Default, the Phase(s) to which such Event of Default relates, and, if such Event of Default shall be reasonably subject to adequate cure, the Default Notice shall state (i) the actions required to be taken by the Developer to cure the Event of Default, and (ii) the reasonable time (up to sixty (60) days but no less than thirty (30) days (the "**Cure Period**")) within which Developer shall respond with a showing that all required actions have been taken, provided that the Developer shall have such additional time as is reasonably necessary to cure such Event of Default so long as the Developer has diligently commenced and is proceeding in a reasonable diligent manner toward curing such Event of Default. During any cure period so provided, the Developer shall proceed diligently with performance of any work required by this Agreement for any Phase(s) which is not the subject of the claimed Event of Default. Following expiration of the stated cure period (unless the Developer has diligently commenced and is proceeding in a reasonable diligent manner toward curing such Event of Default, as provided hereinabove), the County shall deliver a second notice stating either that the Event of Default has been adequately cured or that the Agreement is terminated with respect to the Phase(s) to which such Event of Default relates.

11. **Remedies in the Event of Default.** If an Event of Default occurs and remains uncured pursuant to Section 9 herein, the County may, as its sole remedy, terminate this Agreement with respect to the Phase(s) to which such Event of Default relates in accordance with Section 10 hereof. In addition, the Developer shall be liable for all direct (but not consequential) damages to the County resulting from such Event of Default. In no event shall the County be entitled to bring any suit or proceeding for specific performance.

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

Developer shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Developer or its contractor on or about the Development, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the

Development, along with an affidavit from Developer stating that all bills have been paid with regard to such work and that there are no outstanding obligations, except in the ordinary course of business, owed with respect to any such work performed on the Development.

13. Indemnification.

(a) Developer Indemnity. The Developer shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including reasonable attorney fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Developer or its employees, agents, servants, partners, principals or subcontractors, subject to the following sentence. The Developer shall pay all the County's direct (but not consequential) losses in connection therewith, provided Developer is adjudicated liable, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Developer expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the Developer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Notwithstanding anything to the contrary herein, such indemnification by the Developer shall not cover claims or losses to the extent caused solely by the negligence, gross negligence or intentional wrongful acts or omissions of the County or its officers, employees, agents or instrumentalities.

(b) County Responsibility. The County shall indemnify and hold harmless the Developer and its affiliates, subsidiaries, officers, agents, employees, representatives, successors and assigns from any and all liability, losses, or damages, including reasonable attorney fees and costs of defense, which the Developer or its affiliates, subsidiaries, officers, agents, employees, representatives, successors and assigns may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the County or officers, employees, agents and instrumentalities. The County shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Developer, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The County's indemnification obligations in this Section 13(b) shall be subject to the provisions of Section 768.28, Fla. Stat., whereby the County shall not be liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of Two Hundred Thousand and No/100 Dollars ($200,000.00), or any claim or judgments or portion thereof, which when totaled with all other occurrence, exceeds the sum of Three Hundred Thousand and No/100 Dollars ($300,000.00), but only to the extent the limitations set forth in that Statute are applicable. Notwithstanding anything to the contrary herein,

such indemnification by Miami-Dade County shall not cover claims or losses to the extent caused solely by the negligence, gross negligence or intentional wrongful acts or omissions of the Developer or its affiliates, subsidiaries, officers, agents, employees, representatives, successors and assigns.

(c) The obligations of the parties under this Section 13 of this Agreement to indemnify and hold harmless the other party shall survive the termination of this Agreement.

14. Insurance.

The Developer shall maintain coverage as required in A through C below throughout the term of this Agreement. If any portions of this Agreement are assigned, insurance must be provided in the name of the assignee. If material changes are made to the scope, it may be necessary to amend the insurance requirements. The Developer shall furnish to Miami-Dade County, Public Housing and Community Development Department, 701 NW 1 CT. 16th floor, Miami, Florida 33136-3914, Certificate(s) of Insurance or applicable cover note(s) evidencing insurance coverage that meets the requirements outlined below:

A. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per occurrence for Bodily Injury and Property Damage combined. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than $500,000 per occurrence for Bodily Injury and Property Damage combined.

Design Stage

In addition to the insurance required in A – C above, a certificate of insurance or cover note must be provided as follows:

D. Professional Liability Insurance in the name of the Developer or the licensed design professional employed by the Developer in an amount not less than $1,000,000 per claim.

Construction Phase

In addition to the insurance required in A – D above, the Developer shall provide or cause its contractors to provide a certificate of insurance or cover note indicating the following type of insurance coverage prior to commencement of construction:

E. Completed Value Builders' Risk Insurance on a "special causes of loss" form in an amount not less than one hundred (100%) percent of the insurable value of the building(s). The Policy will name Miami-Dade County as a Loss Payee A.T.I.M.A.

Operation Phase

In addition to the insurance required in A – C above, the following coverage may be required:

F. Property Insurance Coverage on a "special causes of loss" form in an amount not less than one hundred (100%) percent of the replacement cost of the building(s). Miami-Dade County must be named a Loss Payee with respect to this coverage.

Continuity of Coverage

The Developer shall be responsible for assuring that the insurance documentation required in conjunction with this subsection remain in force for the duration of the agreement period, including any and all option years. The Developer will be responsible for submitting renewal insurance documentation prior to expiration.

All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to strength, by A.M. Best Company, Oldwick, New Jersey.

15. Agreement Security.

The Developer shall be required to execute, record in the public records of Miami-Dade County, and furnish to the County before commencing any and all construction work on the Development, a payment and performance bond, and/or alternate form of security satisfactory to the County and in compliance with the requirements of Section 255.05 of the Florida Statutes, in the amount of the price for each phase of the Development then to be undertaken, to assure completion of the work and payment of the costs, free and clear of all claims of subcontractors, laborers, mechanics, suppliers and materialmen. In the event that in partial satisfaction of this requirement the Developer furnishes a payment and performance bond not by the Developer, but by the Developer's construction contractor or construction manager, then the payment and performance bond shall name the County and the Developer as dual obligees. Furnishing a payment and performance by the Developer's construction contractor or construction manager naming the County as a joint obligee in no way abrogates the Developer's obligation to directly furnish to the County a payment and performance bond or alternative form of security in compliance with Section 255.05, Florida Statutes. The payment and performance bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

(a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
i. $500,001 to $1,500,000	B V
ii. $1,500,001 to $2,500,000	A VI
iii. $2,500,001 to $5,000,000	A VII
iv. $5,000,001 to $10,000,000	A VIII
v. Over $10,000,000	A IX

(b) On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

i. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

ii. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and;

iii. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. §§ 9304-9308.

(c) Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

(d) For contracts in excess of $500,000 the provision of Section (b) will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

(e) Surety Bonds guaranteed through U.S. Government Small Business Administration or Developers Training and Development Inc. will also be acceptable.

(f) The attorney-in-fact or other officer who signs performance and payment bonds for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The performance and payment bonds must be counter signed by the surety's resident Florida agent.

The Performance Bond or Cash used in lieu of the Performance Bond shall remain in force for one (1) year from the date of final acceptance of the work to protect the County against losses resulting from defects in materials or improper performance of work under the Agreement; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

16. **Compliance with Public Housing Requirements.**

(b) Treatment of HUD Funds. Any transfer of public housing funds pursuant to this Agreement will not be an assignment of public housing funds or be deemed an assignment of public housing funds. Developer will not succeed to any rights or benefits County may have under the applicable grant agreements or contracts with HUD or attain any privilege, authority, interest, or right under applicable grant agreements or contracts between the County and HUD. Nothing contained in this Agreement will be construed to create any relationship of third party beneficiary or otherwise with HUD.

(c) Development Obligations. Developer shall provide development services in accordance with this Agreement. Developer shall perform the duties and undertake the responsibilities herein set forth in a competent and professional manner using good faith reasonable efforts. The Developer is an independent contractor and not an agent of the County. Therefore, except as may be expressly set forth herein, Developer shall have no authority to bind County. Except as expressly set forth herein, Developer will provide all services, equipment, and materials for Developer and will furnish, directly or through contractors, subcontractors, professional expertise, management, labor, materials, supplies, fixtures, equipment, tools and machinery, testing, supervision, facilities, and other services required for Construction Completion of the Development.

(d) Reporting Requirements. Pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the Code of Miami-Dade County (as amended by Ordinance No. 11-90), the Developer must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form, attached hereto as Exhibit G. In the event that the Developer demonstrates to the County that the race, gender and ethnic information is not reasonably available at that time, the Developer shall be obligated by this Agreement to exercise commercially reasonable efforts to obtain that information and to provide the same to the County not later than ten (10) business days after it becomes available and, in any event, prior to final payment this Agreement.

Compliance with Laws and other Requirements. Developer shall fully comply with all applicable laws and regulations applicable to Developer with respect to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, licensing and other employer-employee related matters, including, without limitation, all laws, rules and regulations with respect to non-discrimination based on race, sex or otherwise, and MBE/WBE, and Section 3 of the Housing and Urban Redevelopment Act of 1968, as more fully described in Exhibit H, Applicable HUD General Conditions for Construction Contracts as more fully described in Exhibit H, which is incorporated herein by reference. Developer will further comply with all applicable public housing requirements.

17. **Warranties.**

(a) Developer's Warranties. Developer represents and warrants to the County that (a) Developer is and will continue to be duly organized, and is in good standing under the laws of and qualified to do business in the State of Florida, (b) Developer has and will have all necessary power, authority, licenses and staff resources for the undertaking of its obligations under this Agreement, (c) this Agreement has been duly entered into and is the legally binding obligation of Developer, (d) this Agreement will not violate any judgment, law, or agreement to which Developer is a party or is subject, and (e) there is no claim pending, or to the best knowledge of Developer, threatened, that would impede Developer's ability to perform its obligation hereunto. Developer shall not hereafter enter into any agreement which would, or modify any existing agreement in a manner that would, impair its ability to perform its obligations hereunder, and will notify the County if any suit is threatened or law proposed which would impair its ability to perform its obligations hereunder.

(b) County's Warranties. The County represents and warrants to Developer that (a) the County has and will have all necessary power and authority under Florida law for the undertaking of its obligations under this Agreement, (b) this Agreement has been duly entered into and is the legally binding obligation of the County, (c) this Agreement will not violate any judgment, law, consent decree, or agreement to which the County is a party or is subject to and will not violate any law or ordinance under which the County is organized, (d) there is no claim pending, or to the best knowledge of the County, threatened, that is likely to materially impede the County's ability to perform its obligation hereunto. The County shall not hereafter enter into any agreement or consent decree which would, or modify any existing agreement or consent decree in a manner that would impair its ability to perform its obligations hereunder, and will notify Developer if any suit is threatened or law proposed which would materially impair its ability to perform its obligations hereunder.

18. **Term.** This Agreement shall begin upon execution hereof, and shall expire upon the completion of all the activities described herein, unless sooner terminated in accordance with the terms provided herein. With respect to items set forth in the Financial Closing documents for each Phase, the Financial Closing documents for such Phase will govern the relationship between the parties to the extent described in such Financial Closing documents. Notwithstanding the foregoing, any term contained in this Agreement that is not specifically contained in the Financial Closing documents will survive the termination of this Agreement as it relates to the Financial Closing of a Phase. The parties acknowledge that certain subject matter of this Agreement relates to activities that are intended to survive the term hereof, and so the parties acknowledge and agree to effectuate such matters in the Financial Closing documents with respect to each Phase.

19. **County's Sovereignty.** It is expressly understood that, subject to the other provisions of this Agreement:

(a) The County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from reasonably

withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Development or the operation thereof, or be liable for the same; and

(b) The County shall not by virtue of this Agreement be obligated to grant the Developer any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Development.

20. **No Liability for Exercise of Police Power.** Subject to any contrary provision in this Agreement, or any County covenant or obligation that may be contained in this Agreement, the County shall have no obligation, including but not limited to the following:

(a) To assist the Developer in applying for any county, city or third party permit or needed approval; or

(b) To contest, defend against, or assist the Developer in contesting or defending against any challenge of any nature; and, except as otherwise set forth in this Agreement, this Agreement shall not bind the County Board, the Permitting, Environment and Regulatory Affairs Department, other applicable County departments, or their successor departments, or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or any other applicable governmental agencies in the exercise of its police power; and, except as otherwise set forth in this Agreement, the County shall be released and held harmless, by the Developer from and against any liability, responsibility, claims, consequential or other damages, or losses to the Developer or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the County to exercise its quasi-judicial or police powers. Without limiting any other provision of this Agreement, the County shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The County's obligation to use reasonable good faith efforts in the permitting of the use of County owned property regarding the Development shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by the Developer as authorized by this Agreement. Moreover, in no event shall a failure of the County to adopt any of the Developer or Owner Entity's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this

Agreement, unless such failure was unreasonable or untimely or in direct contravention to another provision of this Agreement.

21. Vendor Registration and Forms/Conflict of Interest.

(a) Vendor Registration. The Developer shall be a registered vendor with the County's Internal Services Department Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Developer confirms its knowledge of and commitment to comply with the following:

i. *Miami-Dade County Ownership Disclosure Affidavit* (Section 2-8.1 of the County Code)

ii. *Miami-Dade County Employment Disclosure Affidavit (Section 2.8-1(d)(2) of the County Code)*

iii. *Miami-Dade Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code)*

iv. *Miami-Dade Disability and Nondiscrimination Affidavit (Section 2-8.1.5* of the County Code*)*

v. *Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code)*

vi. *Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the County Code)*

vii. *Miami-Dade County Code of Business Ethics Affidavit (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)*

viii. *Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the County Code)*

ix. Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the County Code)

x. *Miami-Dade County Domestic Leave and Reporting Affidavit (Article 8, Section 11A-60 11A-67 of the County Code)*

xi. *Subcontracting Practices (Ordinance 97-35)*

xii. *Subcontractor /Supplier Listing (Section 2-8.8 of the County Code)*

xiii. *Environmentally Acceptable Packaging (Resolution R-738-92)*

xiv. *W-9 and 8109 Forms* (as required by the Internal Revenue Service)

xv. FEIN Number or Social Security Number. In order to establish a file, the Developer's Federal Employer Identification Number (FEIN) must be

provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Developer's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

(1) Identification of individual account records

(2) To make payments to individual/Developer for goods and services provided to Miami-Dade County

(3) Tax reporting purposes

(4) To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

xvi. *Office of the Inspector General* (Section 2-1076 of the County Code)

xvii. *Small Business Enterprises.* The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

xviii. *Antitrust Laws.* By acceptance of any contract, the Developer agrees to comply with all antitrust laws of the United States and the State of Florida.

(b) Conflict of Interest. Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Commission on Ethics and Public Trust ("Ethics Commission") prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593. Further the Developer shall comply with Section 1352 of Title 31 of the United States Code, which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, loan, or cooperative agreement. The Developer further agrees to comply with

the requirement of such legislation to furnish a disclosure (OMB Standard Form LLQ) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds. The Developer represents that:

- No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

- There are no undisclosed persons or entities interested with the Developer in this Agreement. This Agreement is entered into by the Developer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

    - is interested on behalf of or through the Developer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

    - is an employee, agent, advisor, or consultant to the Developer or to the best of the Developer's knowledge any subcontractor or supplier to the Developer.

- Neither the Developer nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Developer shall have an interest which is in conflict with the Developer's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Developer provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- The provisions of this Section are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event Developer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Developer shall promptly bring such information to the attention of the County's Project Manager. Developer shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Developer receives from the Project Manager in regard to remedying the situation.

22. **Interest of Members of Congress.** No Member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

23. **Interest of Members, Officers, or Employees and Former Members, Officers, or Employees.** No member, officer, or employee of the County, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the benefits to arise therefrom.

24. **Upon Written Notice to the Developer from the Inspector General or IPSIG Retained by the Inspector Employee of the County.** No member, officer, or employee of the County, no member of the governing body of the County, no member of the governing body by which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Development shall, during his or her tenure, or for two year thereafter or such longer time as the County's Code of Ethics may reasonably require, have any interest, direct or indirect, in this Agreement or the proceeds thereof, unless the conflict of interest is waived by the County and by HUD.

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

(a) *Miami-Dade County Inspector General Review.* According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits

on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Developer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

i. Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Developer, its officers, agents and employees, lobbyists, County General, the Developer shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Developer's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The terms set forth in this Section 25 shall survive the termination of this Agreement.

26. **Florida Public Records Act.** As it relates to this Agreement and any subsequent agreements and other documents related to the Development, the Developer and any of its subsidiaries, pursuant to Section 119.0701 of the Florida Statutes, shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Developer upon termination of this Agreement. Upon termination of this Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Section 27, the term "public records"" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

In the event the Developer does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and this Section 27 of this Agreement, the County shall avail itself of the remedies set forth in Sections 10 and 11 of this Agreement.

The Developer's obligations under this Section 26 of this Agreement shall survive the termination of this Agreement.

27. **Notices**. All notices, requests, approvals, demands and other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows (provided, that any time period for responding to any such communication shall not begin to run until such communication is actually received or delivery is refused):

If to County:

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

With a copy to:	Miami-Dade County Attorney's Office 111 N.W. 1st Street, Suite 2810 Miami, FL 33128 Attn: Terrence A. Smith, Esq. Assistant County Attorney
If to the Developer:	RUDG, LLC c/o Related Urban 315 S. Biscayne Blvd., 4th Floor Miami, FL 33131 Attn: Albert Milo, Jr., Principal/Senior Vice President
If to an Owner Entity:	c/o Related Urban 315 S. Biscayne Blvd., 4th Floor Miami, FL 33131 Attn: Alberto Milo, Jr.
With a copy to:	Reno & Cavanaugh, PLLC 455 Massachusetts Avenue NW Washington, DC 20001 Attn: Efrem Levy, Esq.

28. **Further Assurances.** Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transaction contemplated by this Agreement as mutually agreed by the Parties hereto.

29. **Rights of Third Parties.** Except as provided herein, all conditions of the County, the Developer and their successors and assigns hereunder are imposed solely and exclusively for the benefit of the County, the Developer and HUD, and their successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County, the Developer or HUD will make advances in the absence of strict compliance with any or all conditions of County, the Developer or HUD. No other person shall under any circumstances, be deemed to be a beneficiary of this Agreement or any other documents associated with this Agreement, or any provisions of this Agreement which may be freely waived in whole or in part by the County, the Developer or HUD at any time if, in their sole discretion, they deem it desirable to do so. In particular, the County and the Developer make no representations and assume no duties or obligations as to third parties concerning the quality of the construction by the Developer, its successors and assigns of the Development or the absence therefrom of defects.

30. **Assignment.** This Agreement shall not be assignable by either party, except by the Developer to the Owner Entities as contemplated herein or upon written consent of the other party.

31. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed original, but all of which, together, shall constitute one instrument.

32. **Interpretation, Governing Law and Forum Selection.** This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both Parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida. Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.

33. **Severability.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.

34. **Parties Bound.** No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of any party hereto shall be personally liable for any obligation, express or implied.

35. **Final Agreement.** Unless otherwise provided herein, this Agreement constitutes the final understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the Parties, and except for those agreements contemplated herein. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby. Notwithstanding the foregoing, the Parties acknowledge that the Lincoln Gardens Ground Lease and the Liberty Square Phase 1B Ground Lease expressly survive the expiration or sooner termination of this Agreement.

36. **Modification of Agreement.** This Agreement may be amended by mutual agreement of the County and Developer, not to be unreasonably withheld, subject to prior written approval by HUD (if required) and provided that all amendments must be in writing and signed by both parties and that no amendment shall impair the obligations of the County or Developer to develop and operate the PHA-Assisted Units in accordance with all applicable public housing requirements and the ground leases, as applicable. This Agreement may not be altered, modified, rescinded, or extended orally.

37. **Waivers.** The failure of any party to insist in any one or more cases upon the strict performance of any of the obligations under this Agreement or to exercise any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver by any party of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by the party to be charged.

38. **Successors.** The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the Parties hereto, their successors and assigns.

39. **Certain Approvals and Reasonableness Standard.** Unless otherwise stated, all approvals or consents required of either party hereunder shall not be unreasonably withheld, conditioned or delayed and each party shall endeavor to act reasonably with respect to activities under this Agreement.

40. **Headings.** The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

41. **Construction.** Whenever in this Agreement a pronoun is used, it shall be construed to represent either the singular or the plural, either the masculine or the feminine, as the case shall demand.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed this _____ day of _____, 2016.

RUDG, LLC

By: _____
Alberto Milo, Jr

MIAMI-DADE COUNTY

By: _____
Name: JACK OSTERHOLT
Its Deputy Mayor

HARVEY RUVIN, Clerk

Attest: _____
Deputy Clerk

Approved as to form and legal sufficiency

By: _____
Terrence A. Smith
Assistant County Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed this _____ day of _____, 2016.

RUDG, LLC

By:_____

MIAMI-DADE COUNTY

By:_____
Name: JACK OSTERHOLT
Its Deputy Mayor

HARVEY RUVIN, Clerk

Attest:_____
Deputy Clerk

Approved as to form and legal sufficiency

By:_____
Terrence A. Smith
Assistant County Attorney

Exhibit A

Community Benefits Program[1]

Community Engagement & Planning Process:

- Developer will create the Rise Up Coalition that will be comprised of community stakeholders, including but not limited to residents, the resident council, businesses and local representatives, to ensure that the community's vision for the redevelopment plan is incorporated into the final designs.
- Developer will establish a Rise Up Coalition office onsite for resident meetings, to provide updated information on the redevelopment plans, receive comments and feedback, publish job listings, and conduct homeownership workshops.
- Developer will launch a community wide door-to-door campaign to perform a needs assessment on current residents to ensure all residents are properly engaged and their needs are being addressed.
- Developer will rehabilitate units within the Liberty Square site utilizing current residents that have experience in the construction trade.
- Developer will implement a relocation plan that will allow families to remain within Liberty City during the multiple phases of construction.
- Developer will partner with several universities to conduct a charrette process and gather resident input and community stakeholders input regarding all final designs and programs of the redevelopment plan.
- Developer will work with the County and their consultant the South Florida Housing Studies Consortium and include their input into the charrette process.
- Developer will establish a website along with a social media, print and radio campaign to provide the community with information and updates regarding the redevelopment plan.
- Developer will maintain the structure of the Liberty Square Resident Council.
- Developer will establish and partner with the Liberty City Development Collective which will be headed by Kareem T. Brantley and receive 5% of the developer fee received by Developer.

Mixed-Income Rental Housing:

- Developer will construct 117 garden style additional PHA-Assisted Units at the Lincoln Gardens site.
- Developer will construct 123 garden style affordable, workforce, and market rate housing units at the Lincoln Gardens site.
- Developer will construct 640 garden style replacement PHA-Assisted Units at the Liberty Square site.

[1] Community Benefits Program subject to modification pursuant to the Community Engagement and Planning Process. It is further the understanding of the parties that the activities set forth in this Exhibit A are preliminary and all such activities, unless modified by the parties, shall be made a part of the subsequent Financial Closing documents.

- Developer will construct 224 garden style affordable housing units at the Liberty Square site.
- Developer will construct 120 mid-rise elderly affordable housing units at the Liberty Square site.
- Developer will construct 288 mid-rise workforce and market rate housing units at the Liberty Square site.
- Developer will partner with a social service organization to set-aside units for youth aging out of the foster care system.
- Developer is proposing to establish a relocation program that may include Tenant Protection Vouchers to provide housing choice options for the families of Liberty Square, such program shall include intensive education on Section 8 and will require approval from the County for implementation.

Mixed-Income Homeownership:

- Developer will construct 60 affordable, workforce, and market rate homeownership units at the Liberty Square site.
- Developer will establish a first-time homebuyer education program with a HUD approved homebuyer education agency.
- Developer will establish credit repair and financial literacy programs with a local bank.
- Developer will provide office space for a real estate brokerage office onsite.
- Developer will partner with OneUnited Bank, the largest African American owned bank in the country, to provide first-time homebuyer mortgages.

Small Business Hiring:

- Developer will create a small business hiring program for all construction and goods and services related to the redevelopment plan.
- Developer has committed to providing a minimum of 50% of the contracts to Section 3, SBE, MBE and WBE firms, with an estimated economic impact of over $90,000,000.
- Developer will partner with BAC Funding and other local agencies to create a specialized small business loan program for contractors.
- Developer will partner with the Miami Dade Chamber to provide office space within the Liberty Square site for the creation of a small business incubator program.

Job Training & Job Placement:

- Developer will partner with Employ Miami-Dade and Career Source of South Florida to provide job training and job placement services for residents living in zip codes 33142 and 33147.
- Developer will partner with local labor unions to provide apprenticeship training programs to the residents of Liberty Square and zip codes 33142 and 33147.
- Developer will partner with the Miami Dade Public Defender to assist ex-offenders with expunging their criminal records to allow for re-entry into the workplace.
- Developer will partner with local organizations to provide job training to ex-offenders for residents residing in zip codes 33142 and 33147.

- Developer will partner with Miami Dade College to provide numerous job training certificate and degree programs for residents residing in zip codes 33142 and 33147.
- Developer will provide job placement initiatives for residents residing in zip codes 33142 and 33147.
- Developer will require that all contractors and subcontractors pay Davis Bacon wages to their construction employees.
- Developer has committed to provide 20% of the construction jobs created for Section 3 eligible residents.
- Developer has committed to provide 75% of the permanent jobs created for Section 3 eligible residents.

Community Service Facilities-Education:

- Developer is proposing to build a new Early Childhood Education School, to include an Early Head Start and Head Start program, modeled after the United Way's Center for Excellence onsite.
- Developer will partner with the Miami Children's Initiative to incorporate programs and strategic partnerships to better serve Liberty City's youth.
- Developer will establish an ongoing Rise Up Community Fund in partnership with The United Way to seed local Community Based Organizations from Liberty City and assist with their ongoing programs.
- Developer is proposing to build a new K thru 2 charter school onsite.
- Developer will partner with the Dorsey Educational Program and Miami Dade Public Schools to provide an adult educational center onsite.
- Developer will partner with Florida Memorial University, South Florida's only historically black college, and Florida International University to provide access to college degree programs onsite.

Community Service Facilities-Healthcare:

- Developer is proposing to build a new Community Health Center, in partnership with Jessie Trice Community Health Center, to include specialty medicine such as a Sickle Cell Disease medical space, and the historical Yeager Medical Museum highlighting African American contributions to medicine in South Florida.
- Developer will partner with the Public Health Department of the University of Miami School of Medicine, to provide public health services onsite along with internship programs for the medical school students and Miami Northwestern Senior High school nursing magnet students.

Amenities:

- Developer is proposing to build a new 20,000 to 30,000 square foot Community Center with free WiFi on the Liberty Square site to provide space for numerous Community Based Organizations, such as the Miami Children's Initiative, Multi Ethnic Youth Group Association, YMCA of South Florida, Alonzo Mourning Family Foundation, Easter Seals, Helping Hands.

- Developer is proposing to build a new Community Park with a multipurpose field, basketball court, baseball field and a Community Pool (40' x 80') within the Liberty Square site.
- Developer is proposing to build a new 5,000 square foot Community Center with free WiFi on the Lincoln Gardens site to provide space for numerous Community Based Organizations.
- Developer is proposing to build a new Pocket Park within the Lincoln Gardens site.
- Developer will invest in fiber optic infrastructure to provide free WIFI access to all Liberty Square families and help close the "digital divide".
- Developer has allocated $1 Million worth of upgrades for Bannerman Park in Brownsville.
- Developer has allocated $2 Million for the construction of a 5,000 to 10,000 square foot Alonzo Mourning Youth Center in Bannerman Park.

Public Safety & Crime Prevention:

- Developer is proposing to build a new facility for the City of Miami Police Athletic League to expand their current programs and foster better interaction between youth and the police.
- Developer will work closely with the City of Miami and Miami-Dade County Police Departments during the design process to incorporate Crime Prevention Thru Environmental Design concepts.
- Developer will work closely with the Liberty Square Resident's Council and law enforcement agencies to establish a Crime Watch Program.
- Developer will install a new state-of-the art internet based security camera monitoring system.

Smart Growth Development:

- Developer will design the development using Smart Growth Development principles to create a community of compact neighborhoods where residents will have access to education, employment, social services and recreational opportunities within their neighborhood.
- Developer will create a walkable development with accessible public transportation options.
- Developer will design and build a sustainable development with many green construction features.

Economic Development:

- Developer will design and build retail space along 15th Avenue to revitalize the15th Avenue business corridor and assist in reestablishing the 15th Avenue Business Association.
- Developer will work closely with the City of Miami and Miami-Dade County to implement the infrastructure improvements on the 15th Avenue business corridor.
- Developer will work closely with the City of Miami and Miami-Dade County to establish a Façade Improvement Program along the 15th Avenue business corridor.
- Developer is proposing to build 15,000 square feet of retail space for "mom and pop" businesses.

- Developer will partner with the Small Business Administration, OneUnited Bank, other national banks, and Small Business Community Organizations, to provide loans, seed capital, financial literacy for "mom and pop" businesses in the Rise Up zone.
- Developer is proposing to build a 40,000 square foot national grocery on MLK Boulevard.

Historic Preservation, Public Art & Streetscapes:

- Developer will restore one of the existing buildings within the Liberty Square site to create the Liberty Square Museum in partnership with the Black Archives, to preserve the history of Liberty Square and document its future.
- Developer will partner with local artists to design and build four new art plazas at the Liberty Square site.
- Developer will work closely with the Miami Dade County Department of Cultural Affairs and its Art in Public Spaces program.
- Developer will work closely with the Liberty City Trust and the Liberty Square Resident Council to restore the segregation wall on 12th Avenue and build the historic linear park.
- Developer will work closely with the City of Miami to implement the infrastructure improvements along Martin Luther King, Jr. Boulevard, Sherdavia Jenkins Memorial Park and African Square Park.

Note: The activities and items in this exhibit, unless expressly exempted or modified in applicable closing documents of subsequent Phases, shall be included in such closing documents.

Exhibit B

Financial Benefits

County Participation in Financial Proceeds

1. In previous mixed finance developments, the Developer has been successful in receiving HUD approval to charge developer fees up to the maximum percentage permitted by FHFC, which is 16% of development costs *for 9% LIHTC developments and 18% of development costs for 4% LIHTC developments with tax exempt bonds.* These fees exceed Safe Harbor Standards. We propose to share 40% of the developer fees received, including deferred developer fees, with the County.
2. The Developer proposes to make capitalized ground lease payments to the County in the amount of $2,500 per unit, which will be paid at the financial closing of a given phase. In addition, the Developer will pay $1 per year for each of the individual leases it enters into with the County.
3. The Developer proposes to share 50% of the surplus cash flow it receives with the County.
4. The Developer proposes to share 50% of the net cash flow it receives from capital transactions, which include refinancing and property sales, including homeownership sales, with the County.
5. The Developer will pay the county asset management fees in accordance with Section 4(b)(v) of the Agreement.

Financial benefits to the County subject to modification pursuant to the Community Engagement and Planning Process. Below are the estimated total financial benefits to the County, extrapolated from the items described in this Exhibit B and the assumptions set forth in the remainder of the Agreement:

Form of Participation	**Amount ($)**
Capitalized Payments (based on 1,488 unit count)	3,720,000
Developer Fee (40%)	18,087,176
Annual Rent (50% of cash flow)	6,685,503
Homeownership Profits (50%)	1,393,489
1% Interest Payments on Surtax and CFFP Funds (Years 1-15)	2,100,000
Sale/Refinancing Proceeds (50% of net proceeds) (Year 15)	11,002,298
Surtax Repayment (Year 15)	4,700,000
Total	**47,688,466**
Lincoln Gardens Additional Acquisition Fee (based on negotiations)	110,000
Liberty Square Additional Acquisition Fee (based on negotiations)	220,000
Additional Capitalized Payment (based on additional 24 units)	60,000
GRAND TOTAL	**48,078,466**

Note: The activities and items in this exhibit, unless expressly exempted or modified in applicable closing documents of subsequent Phases, shall be included in such closing documents.
The Financial Benefits described herein may be modified by the parties by written agreement.

Exhibit C-1

Site Plan, Renderings and Perspectives - Lincoln Gardens

Site plans, renderings and perspectives subject to modification pursuant to the Community Engagement and Planning Process.

RELATED URBAN

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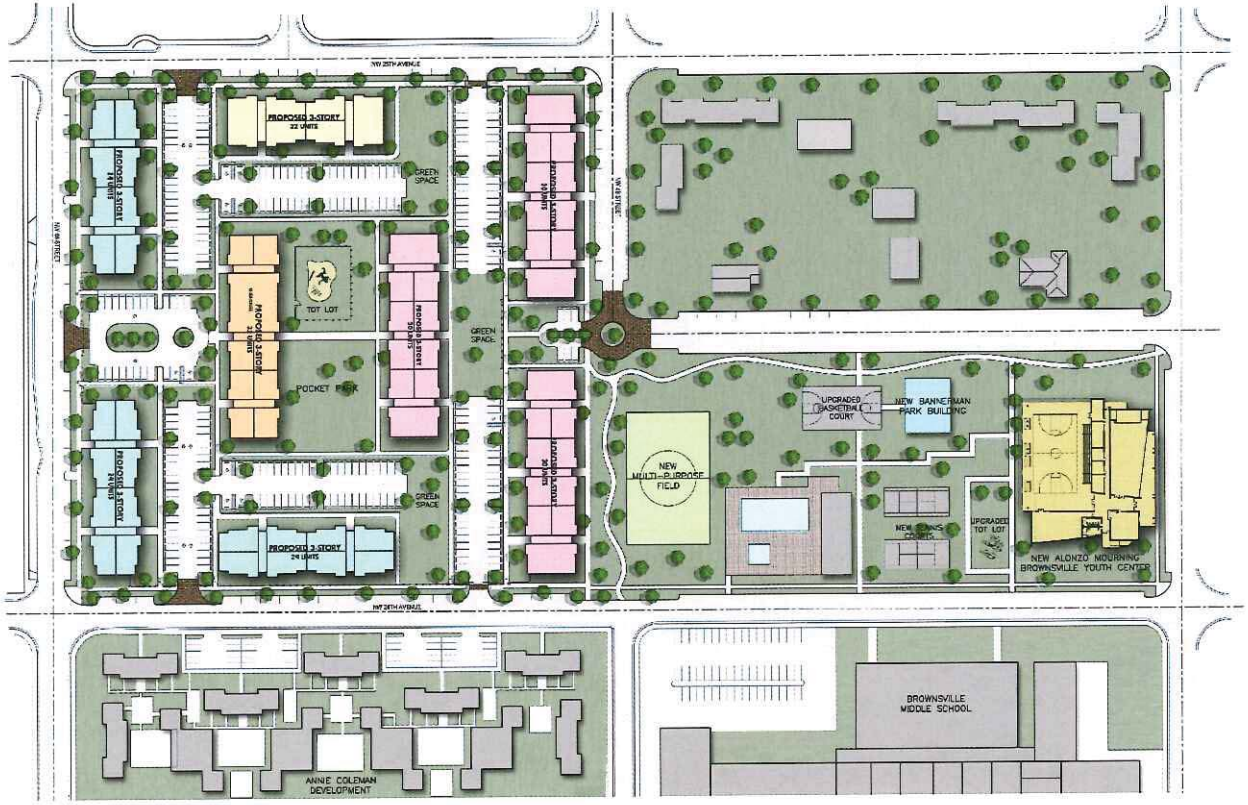
Architects Unlimited AU

"LIBERTY SQUARE RISING"

BAFO SUBMITTAL . FEB 5TH, 2016



SITE PLAN (PHASE 1A)

PHASE 1A TABULATION

Total units: 240
Public Housing Units: 117
Affordable, Workforce, and or
Market Rate Housing Units: 123

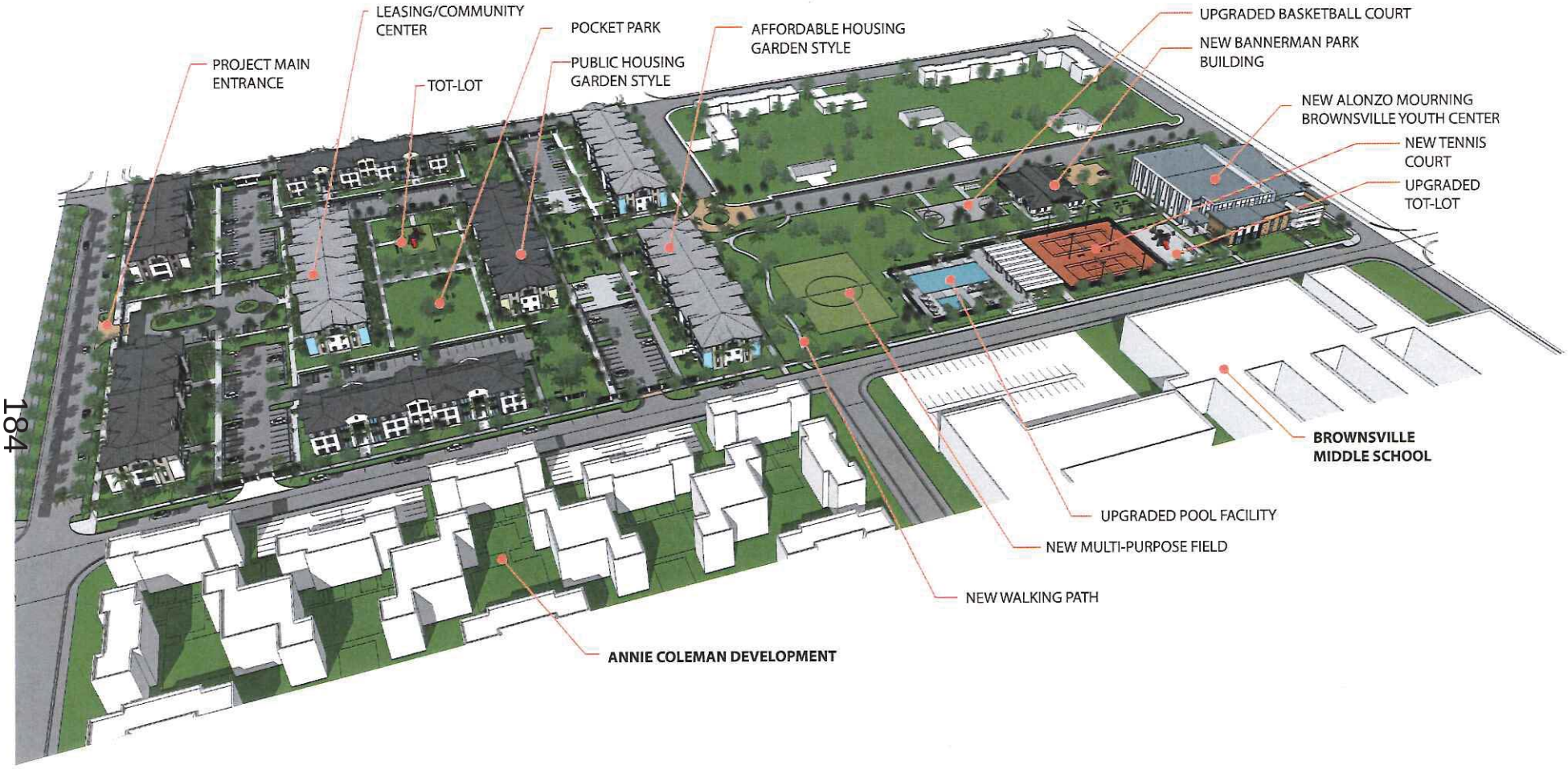
3 BEDROOMS	139 UNITS
4 BEDROOMS	101 UNITS
TOTAL	**240 UNITS**

RELATED URBAN
modis architects
Architects Unlimited AU

PHASE 1A - PUBLIC & AFFORDABLE HOUSING GARDEN STYLE AT LINCOLN GARDENS

OVERALL SITE PLAN & TABULATIONS

LIBERTY SQUARE RISING
Miami, FL



RELATED URBAN

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Architects Unlimited AU

PHASE 1A - PUBLIC & AFFORDABLE HOUSING GARDEN STYLE AT LINCOLN GARDENS

OVERALL CONCEPTUAL SITE PLAN

LIBERTY SQUARE RISING

Miami, FL

RELATED URBAN
modis architects
Architects Unlimited AU

PHASE 1A - PUBLIC & AFFORDABLE HOUSING GARDEN STYLE AT LINCOLN GARDENS

CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN
modis
Architects Unlimited AU

PHASE 1A - PUBLIC & AFFORDABLE HOUSING GARDEN STYLE AT LINCOLN GARDENS

CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN

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Architects Unlimited AU

PHASE 1A - PUBLIC & AFFORDABLE HOUSING GARDEN STYLE AT LINCOLN GARDENS

CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING

Miami, FL

RELATED URBAN

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PHASE 1A - PUBLIC & AFFORDABLE HOUSING GARDEN STYLE AT LINCOLN GARDENS

CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING

Miami, FL

RELATED URBAN
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PHASE 1A - PUBLIC & AFFORDABLE HOUSING GARDEN STYLE AT LINCOLN GARDENS

CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN
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PHASE 1A - PUBLIC & AFFORDABLE HOUSING GARDEN STYLE AT LINCOLN GARDENS

CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN

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PHASE 1A - BROWNSVILLE YOUTH CENTER
MOURNING FAMILY FOUNDATION
CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING
Miami, FL

Exhibit C-2

Site Plan, Renderings and Perspectives - Liberty Square

Site plans, renderings and perspectives subject to modification pursuant to the Community Engagement and Planning Process. Such modification of the Site plans, renderings and perspectives shall be by written agreement of the parties.

SITE PLAN

RELATED URBAN

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LIBERTY SQUARE
OVERALL SITE PLAN

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN

modis architects

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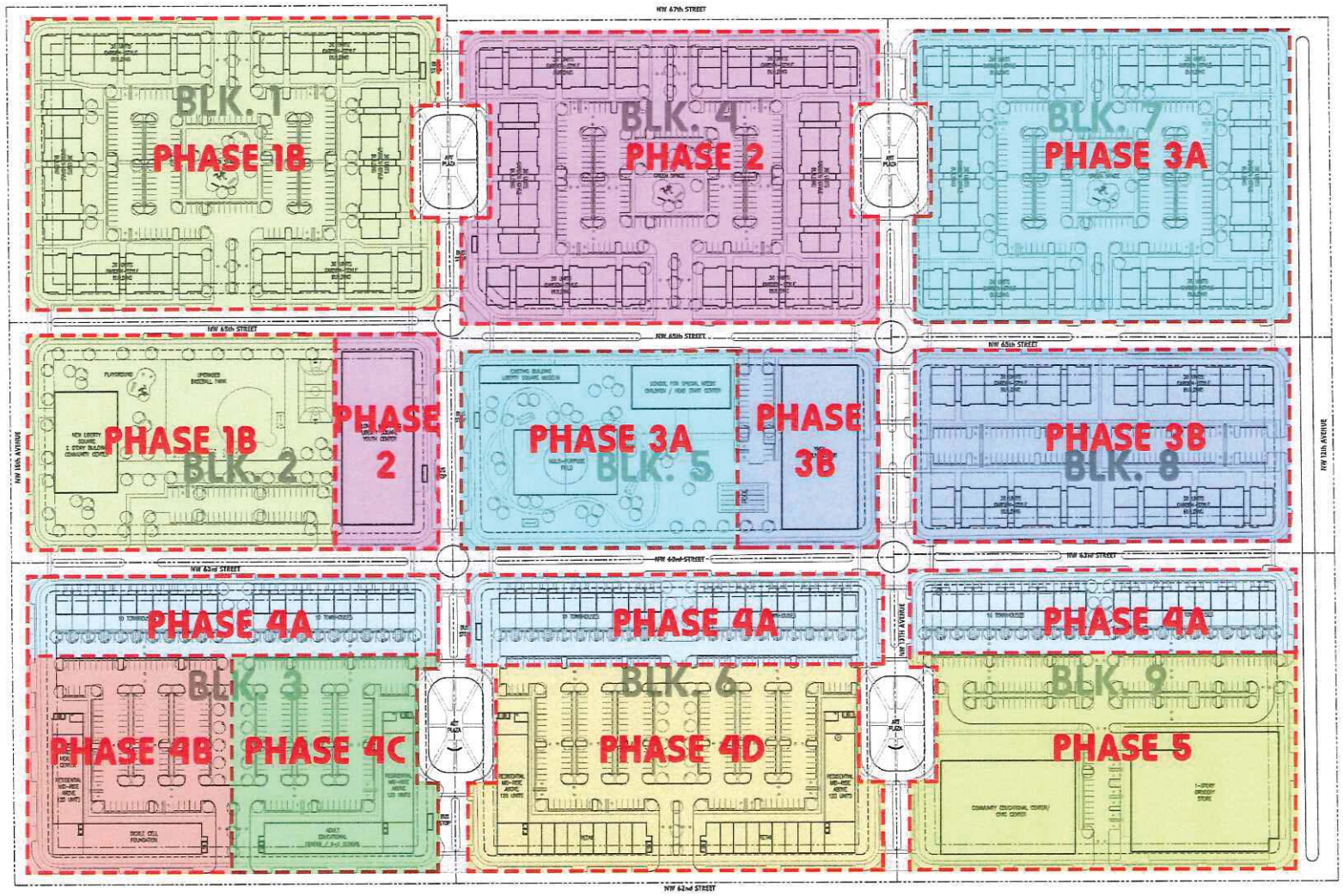
LIBERTY SQUARE
OVERALL 3D SITE PLAN

LIBERTY SQUARE RISING
Miami, FL



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SITE PLAN

RELATED URBAN

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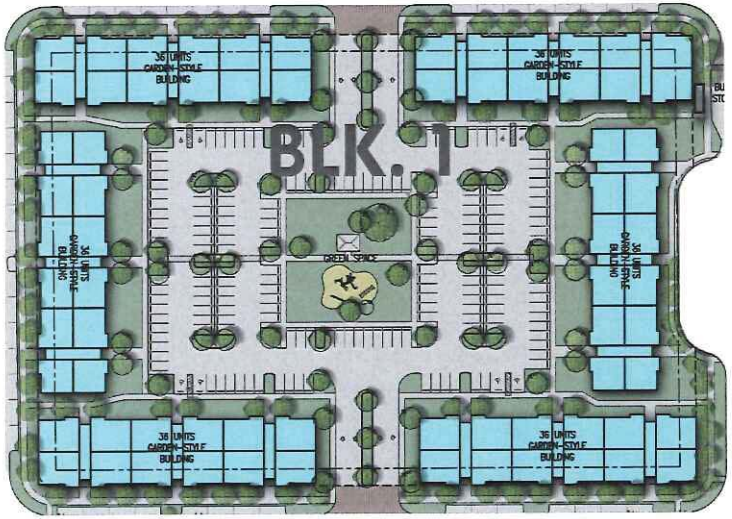
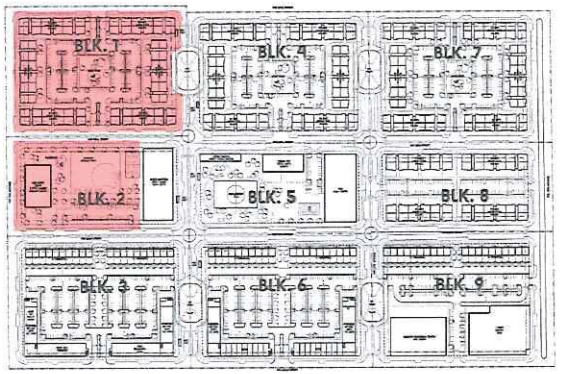
Architects Unlimited AU

LIBERTY SQUARE
PHASING PLAN

LIBERTY SQUARE RISING
Miami, FL



SITE PLAN (PHASE 1B) BLK.1 / BLK. 2



KEY PLAN

PHASE 1B TABULATION

Total units: 216
Public Housing Units: 180
Affordable Housing Units: 36

1 BEDROOMS	9 UNITS
2 BEDROOMS	120 UNITS
3 BEDROOMS	39 UNITS
4 BEDROOMS	42 UNITS
5 BEDROOMS	6 UNITS
TOTAL	**216 UNITS**

RELATED URBAN
modis architects
Architects Unlimited AU

PHASE 1B - PUBLIC & AFFORDABLE HOUSING GARDEN STYLE BUILDINGS & LIBERTY SQUARE COMMUNITY CENTER
OVERALL SITE PLAN & TABULATIONS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN

modis

Architects Unlimited AU

PHASE 1B - PUBLIC & AFFORDABLE HOUSING
GARDEN STYLE BUILDINGS
CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN

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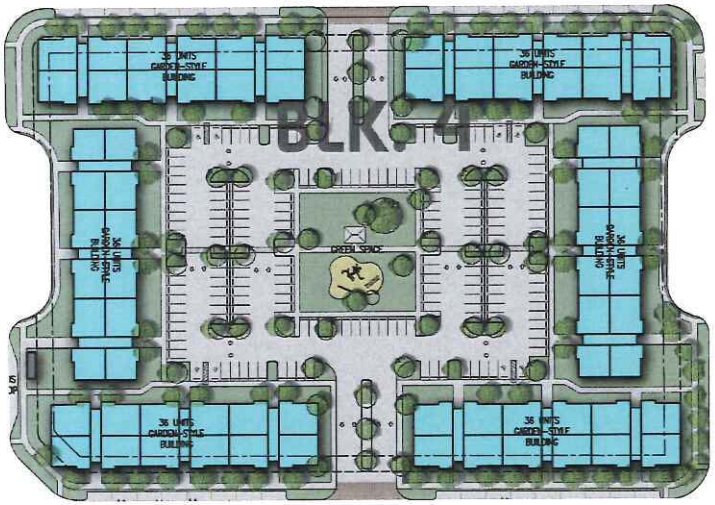
Architects Unlimited AU

PHASE 1B - LIBERTY SQUARE COMMUNITY CENTER.

CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING

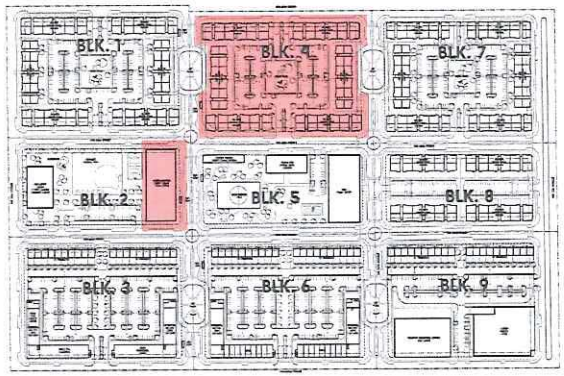
Miami, FL



BLK. 4

BLK. 2

SITE PLAN (PHASE 2) BLK. 2 / BLK.4



KEY PLAN

PHASE 2 TABULATION

Total units: 216
Public Housing Units: 180
Affordable Housing Units: 36

1 BEDROOMS	22 UNITS
2 BEDROOMS	111 UNITS
3 BEDROOMS	34 UNITS
4 BEDROOMS	28 UNITS
5 BEDROOMS	21 UNITS
TOTAL	**216 UNITS**

RELATED URBAN
modis architects
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PHASE 2 - PUBLIC & AFFORDABLE HOUSING GARDEN STYLE BUILDINGS & ALONZO MOURNING YOUTH CENTER.
OVERALL SITE PLAN & TABULATIONS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN

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PHASE 2 - PUBLIC & AFFORDABLE HOUSING
GARDEN STYLE BUILDINGS
CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN

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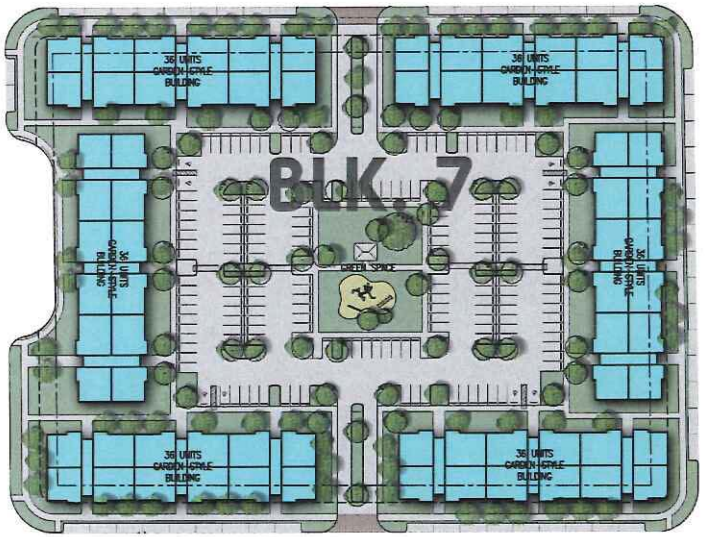
PHASE 2 - ALONZO MOURNING LIBERTY SQUARE YOUTH CENTER

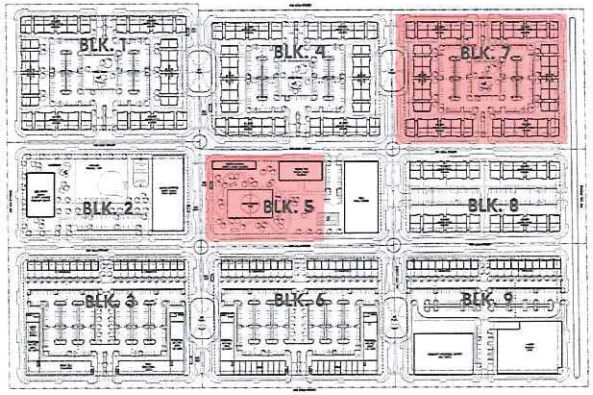
CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING

Miami, FL



SITE PLAN (PHASE 3A) BLK. 5 / BLK.7



KEY PLAN

PHASE 3A TABULATION

Total units: 216
Public Housing Units: 176
Affordable Housing Units: 40

1 BEDROOMS	21 UNITS
2 BEDROOMS	94 UNITS
3 BEDROOMS	59 UNITS
4 BEDROOMS	40 UNITS
5 BEDROOMS	2 UNITS
TOTAL	**216 UNITS**

RELATED URBAN
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PHASE 3A - PUBLIC & AFFORDABLE HOUSING GARDEN STYLE
SCHOOL FOR SPECIAL NEEDS CHILDREN / HEAD START CENTER & MUSEUM
OVERALL SITE PLAN & TABULATIONS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN

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PHASE 3A - PUBLIC & AFFORDABLE HOUSING
GARDEN STYLE BUILDINGS
CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN

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PHASE 3A - SCHOOL FOR SPECIAL NEEDS CHILDREN / HEAD START CENTER

CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING

Miami, FL

RELATED URBAN

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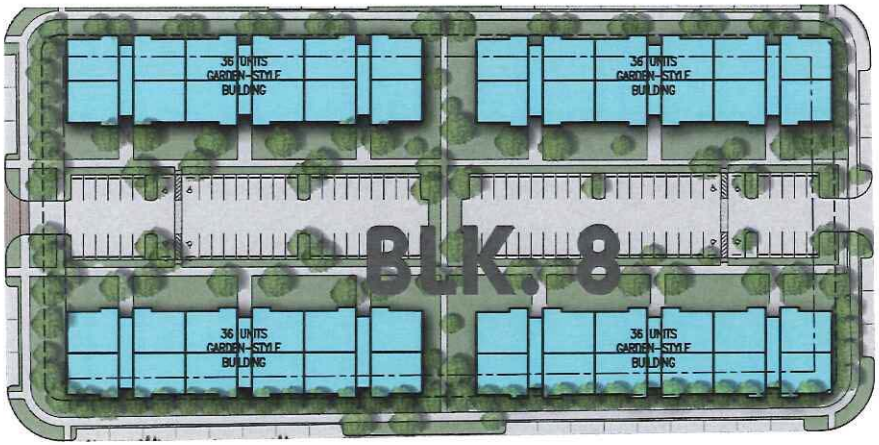
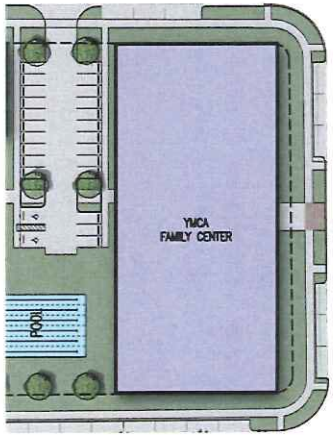
PHASE 3A - LIBERTY SQUARE MUSEUM

CONCEPTUAL RENDERINGS

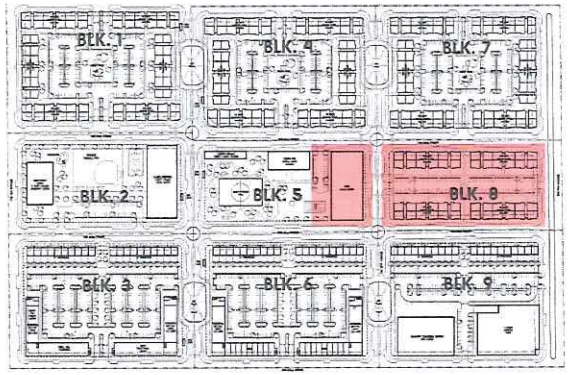
LIBERTY SQUARE RISING

Miami, FL





SITE PLAN (PHASE 3B) BLK. 5 / BLK.8



KEY PLAN

PHASE 3B TABULATION

Total units: 144
Public Housing Units: 104
Affordable Housing Units: 40

1 BEDROOMS	14 UNITS
2 BEDROOMS	62 UNITS
3 BEDROOMS	25 UNITS
4 BEDROOMS	28 UNITS
5 BEDROOMS	15 UNITS
TOTAL	**144 UNITS**

RELATED URBAN
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PHASE 3B - PUBLIC & AFFORDABLE HOUSING, GARDEN STYLE BUILDINGS & YMCA FAMILY CENTER
OVERALL SITE PLAN & TABULATIONS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN
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Architects Unlimited AU

PHASE 3B - PUBLIC & AFFORDABLE HOUSING, GARDEN STYLE BUILDINGS

CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN

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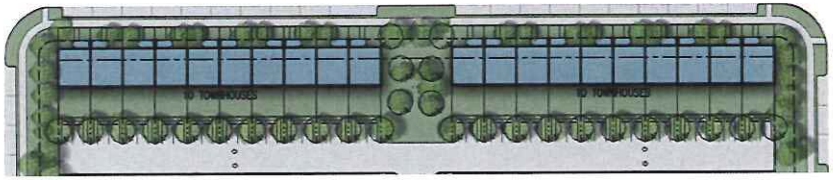
PHASE 3B - YMCA FAMILY CENTER

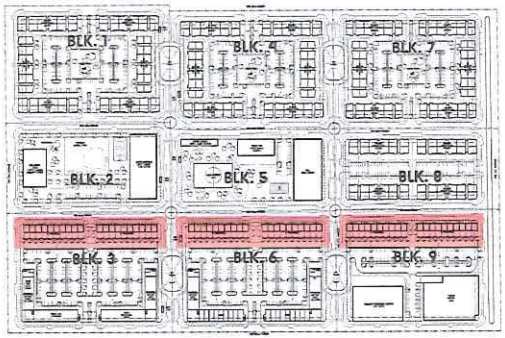
CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING

Miami, FL



SITE PLAN (PHASE 4A) BLK. 3 / BLK.6 / BLK. 9



KEY PLAN

PHASE 4A TABULATION

Total units: 60
Townhouses: 60

3 BEDROOMS	60 UNITS
TOTAL	**60 UNITS**

RELATED URBAN
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Architects Unlimited AU

PHASE 4A - HOME OWNERSHIP TOWNHOUSES

OVERALL SITE PLAN & TABULATIONS

LIBERTY SQUARE RISING
Miami, FL

210

RELATED URBAN

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Architects Unlimited AU

PHASE 4A - HOME OWNERSHIP TOWNHOUSE

CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING

Miami, FL

RELATED URBAN

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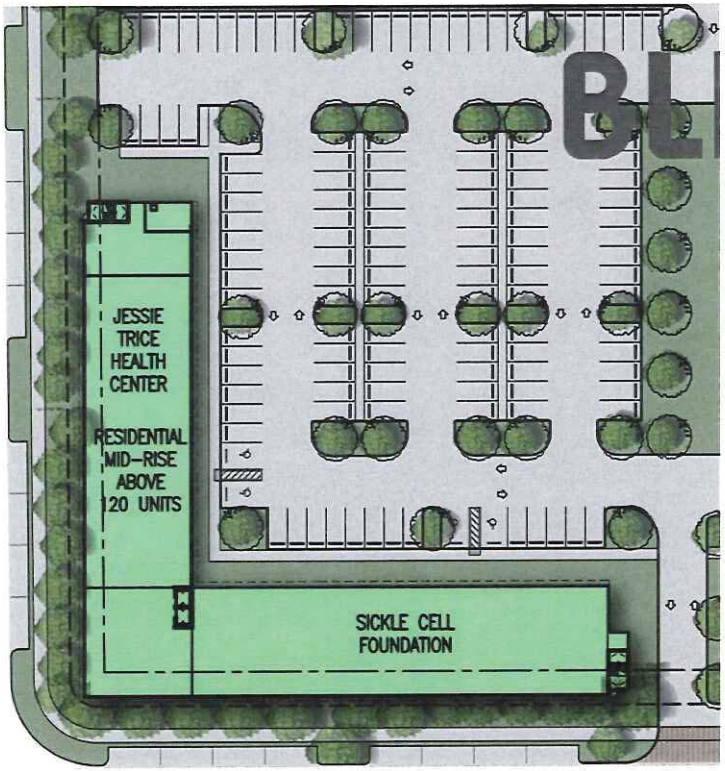
Architects Unlimited AU

PHASE 4A - HOME OWNERSHIP TOWNHOUSE

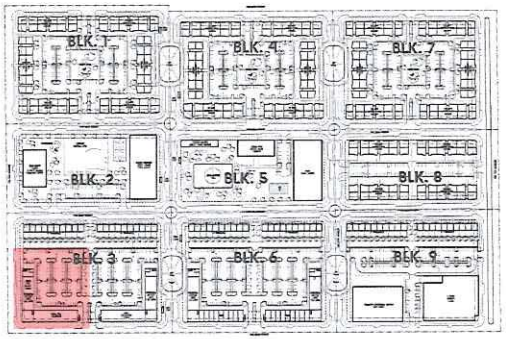
CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING

Miami, FL



SITE PLAN (PHASE 4B) BLK. 3



KEY PLAN

PHASE 4B TABULATION

Total units: 120
Affordable Housing Units: 120

1 BEDROOMS	90 UNITS
2 BEDROOMS	30 UNITS
TOTAL	120 **UNITS**

RELATED URBAN
modis architects
Architects Unlimited AU

PHASE 4B - ELDERLY AFFORDABLE, 5 STORY APARTMENTS.
OVERALL SITE PLAN & TABULATIONS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN

modis

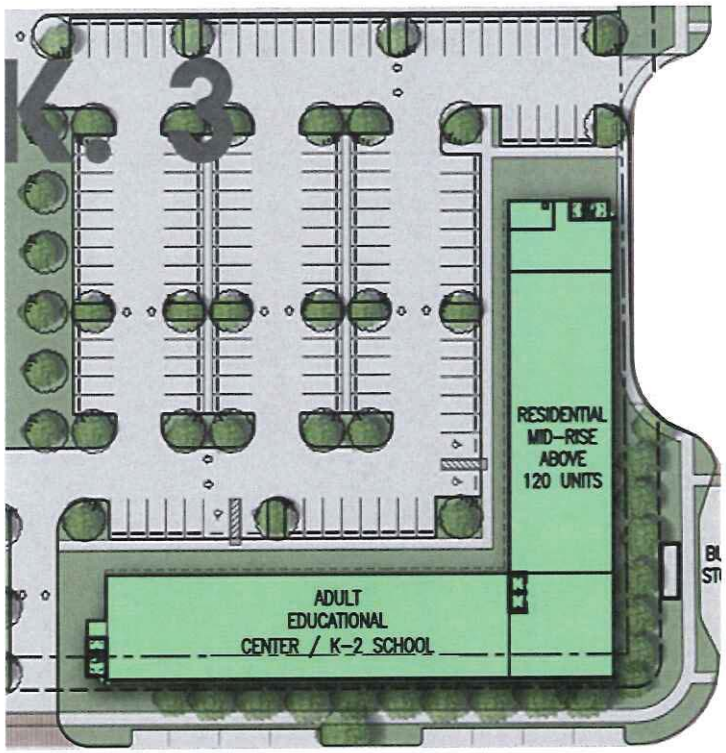
Architects Unlimited AU

PHASE 4B - ELDERLY AFFORDABLE, 5 STORY APARTMENTS.

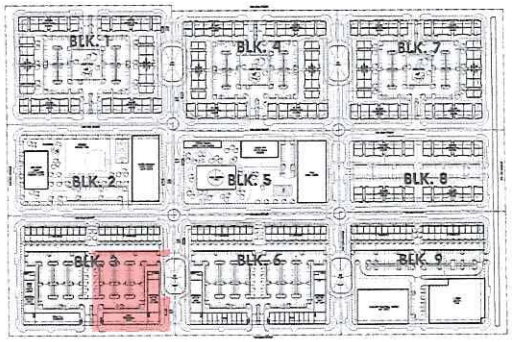
CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING

Miami, FL



SITE PLAN (PHASE 4C) BLK. 3



KEY PLAN

PHASE 4C TABULATION

Total units: 120
Affordable Housing Units: 24
Workforce Housing Units: 96

1 BEDROOMS	60 UNITS
2 BEDROOMS	60 UNITS
TOTAL	**120 UNITS**

RELATED URBAN
modis architects
Architects Unlimited AU

PHASE 4C - AFFORDABLE & WORKFORCE HOUSING, 5 STORY APARTMENTS.

OVERALL SITE PLAN & TABULATIONS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN

modis architects

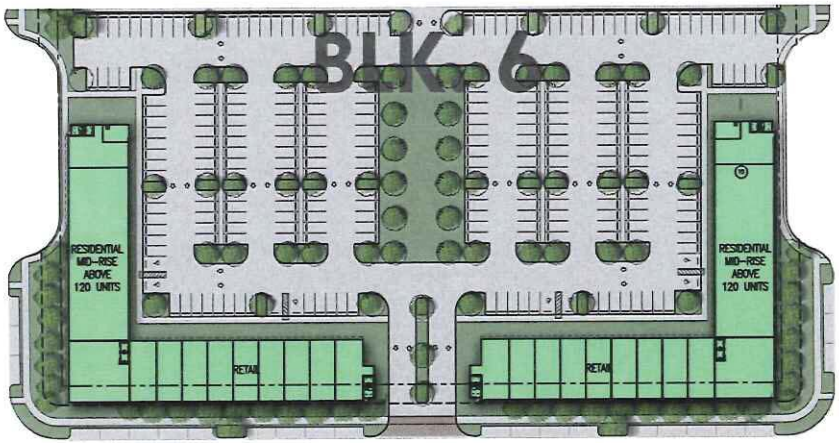
Architects Unlimited AU

PHASE 4C - AFFORDABLE & WORKFORCE HOUSING, 5 STORY APARTMENTS.

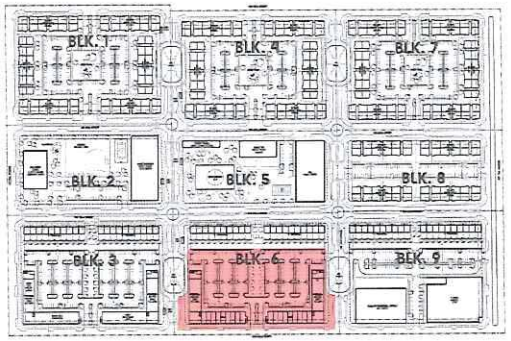
CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING

Miami, FL



SITE PLAN (PHASE 4D) BLK. 6



KEY PLAN

PHASE 4D TABULATION

Total units: 240
Affordable Housing Units: 48
Workforce Housing Units: 192

1 BEDROOMS	120 UNITS
2 BEDROOMS	120 UNITS
TOTAL	**240 UNITS**

RELATED URBAN
modis
Architects Unlimited

PHASE 4D - AFFORDABLE & WORFORCE HOUSING, 5 STORY APARTMENTS.
OVERALL SITE PLAN & TABULATIONS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN

modis architects

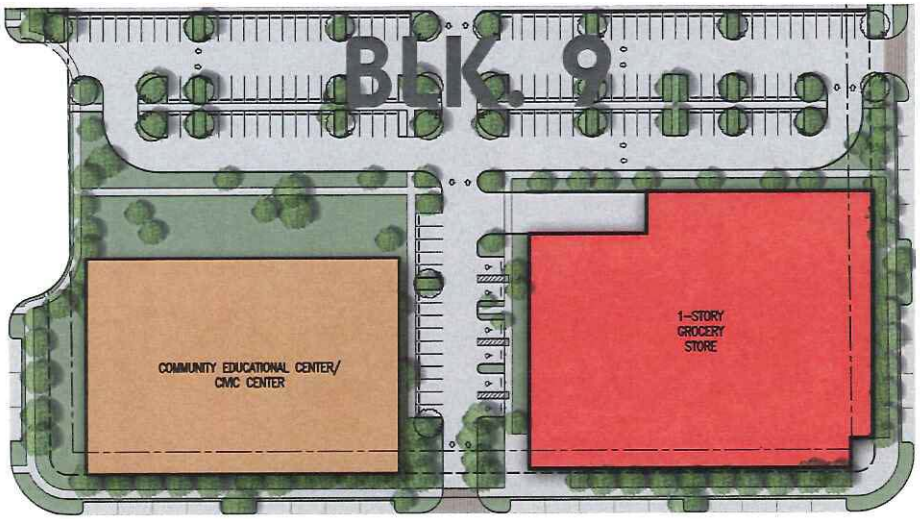
Architects Unlimited AU

PHASE 4D - AFFORDABLE & WORFORCE HOUSING, 5 STORY APARTMENTS.

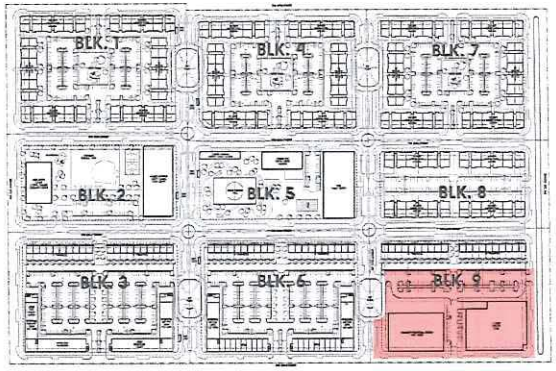
CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING

Miami, FL



SITE PLAN (PHASE 5) BLK. 9



KEY PLAN

PHASE 5 TABULATION

Community Educational Center
1-Story Grocery Store

RELATED URBAN
modis architects
Architects Unlimited

PHASE 5 - COMMUNITY EDUCATIONAL CENTER / CIVIC CENTER & 1-STORY GROCERY STORE.
OVERALL SITE PLAN & TABULATIONS

LIBERTY SQUARE RISING
Miami, FL

RELATED URBAN

modis

Architects Unlimited

PHASE 5 - COMMUNITY EDUCATIONAL CENTER/ CIVIC CENTER

CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING

Miami, FL

RELATED URBAN

modis architects

Architects Unlimited

PHASE 5 - GROCERY STORE.

CONCEPTUAL RENDERINGS

LIBERTY SQUARE RISING

Miami, FL

UNITS DESIGN

1BED/1BATH . 2BED/2BATH . 3BED/2BATH . 4BED/2BATH . 5BED/2BATH

RELATED URBAN

modis architects

Architects Unlimited AU

UNIT INTERIOR IMAGES

LIVING/DINING ROOM

LIBERTY SQUARE RISING

Miami, FL

RELATED URBAN

modis architects

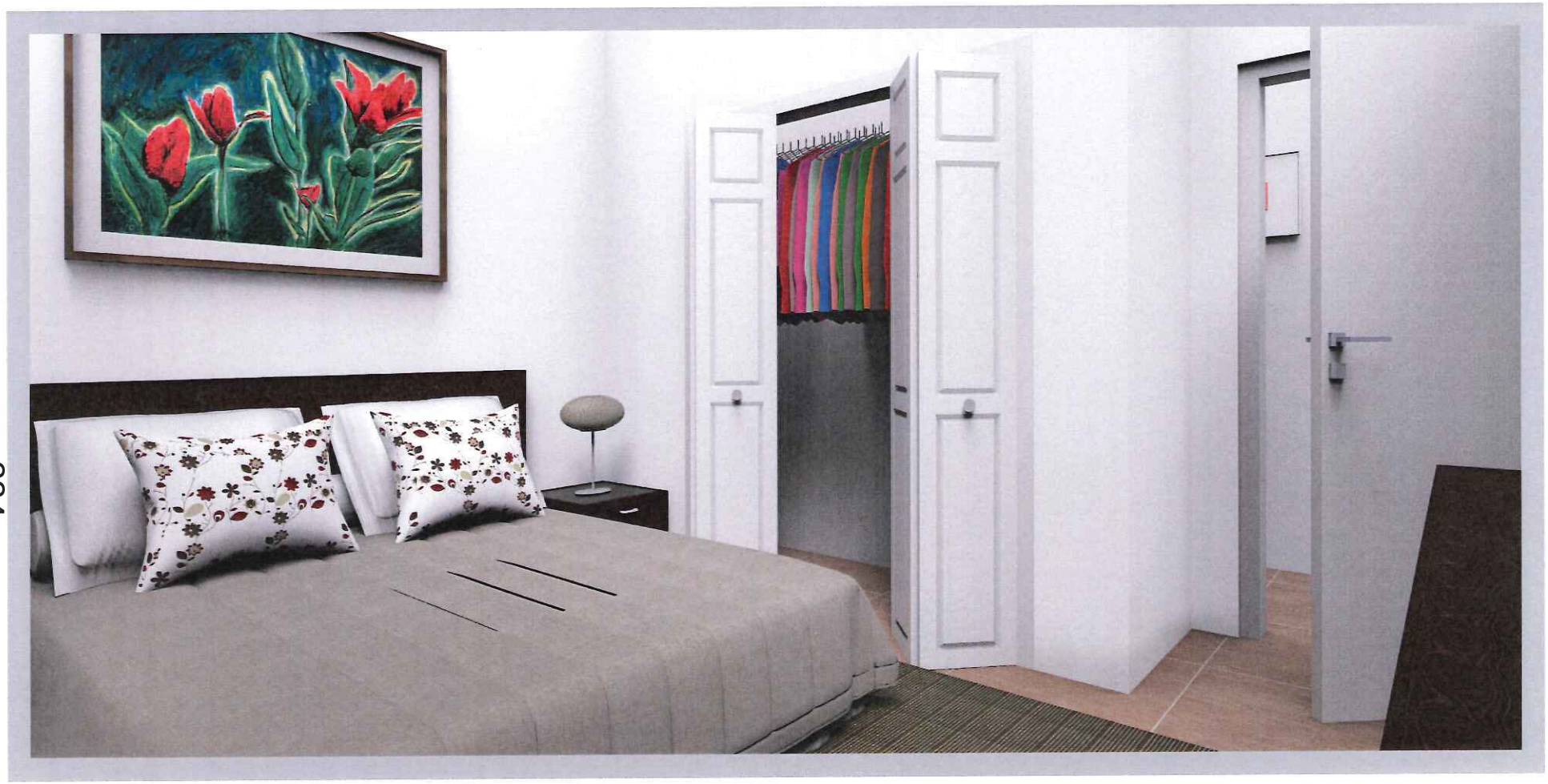
Architects Unlimited AU

UNIT INTERIOR IMAGES

DINING/ KITCHEN

LIBERTY SQUARE RISING

Miami, FL



RELATED URBAN

modis ARCHITECTS

Architects Unlimited AU

UNIT INTERIOR IMAGES

BEDROOM

LIBERTY SQUARE RISING

Miami, FL

RELATED URBAN

modis architects

Architects Unlimited AU

UNIT-3D FLOOR PLAN

1 BEDROOM / 1 BATH

LIBERTY SQUARE RISING

Miami, FL

RELATED URBAN

modis architects

Architects Unlimited AU

UNIT-3D FLOOR PLAN

2 BEDROOMS / 2 BATHS

LIBERTY SQUARE RISING

Miami, FL

RELATED URBAN

modis architects

Architects Unlimited AU

UNIT-3D FLOOR PLAN

3 BEDROOMS / 2 BATHS

LIBERTY SQUARE RISING

Miami, FL

2ND LEVEL

GROUND LEVEL

RELATED URBAN

modis architects

Architects Unlimited AU

UNIT-3D FLOOR PLAN

4 BEDROOMS / 2 BATHS & 1/2 BATH

LIBERTY SQUARE RISING

Miami, FL

2ND LEVEL

GROUND LEVEL

RELATED URBAN

modis architects

Architects Unlimited AU

UNIT-3D FLOOR PLAN

5 BEDROOMS / 2 BATHS & 1/2 BATH

LIBERTY SQUARE RISING

Miami, FL

Exhibit C-3

Scope of Work - Lincoln Gardens and Liberty Square Phase 1B

The project and units will contain the following features and amenities:

- Low-VOC paint for all interior walls (50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint)
- Water Sense certified faucets and toilets and shower heads with flow of 2.2 gallons per minute or less in all bathrooms
- Code compliant impact windows and doors in all units
- Window treatment/covering for each window inside each unit
- Termite prevention and pest control maintenance plan
- Entrance door will have two peepholes, one at standing eye level and one at seated eye level, not more than 43 inches from bottom of door
- Exterior lighting in open and common areas
- Ceramic or porcelain tiles throughout the entire unit
- Over the range Microwave (in non-UFAS units)
- Air conditioning with a minimum SEER rating of 14
- Cable or satellite TV hook-up in each unit;
- Full-size range, oven and Energy Star qualified refrigerator in all units
- Double Bowl kitchen sink in all units
- Tile bathroom floors in all units
- Dishwasher – Energy Star
- Electric Water heating minimum efficiency 30 gal = .94 EF
- Energy Star qualified ceiling fans with lighting fixtures in bedrooms
- Marble window sills in all units
- Steel exterior entry door frames for all units
- Pantry in kitchen area in all new construction units – must be no less than 20 cubic feet of storage space
- New kitchen cabinets with granite counter top(s) or comparable in all units-new or rehab, new bathroom cabinet(s) in all units
- 20 year expected life REFLECTIVE or GREEN roofing on all buildings
- Gated community with "carded" or "touchpad" entry.
- Emergency call service in all units.

- Exercise room with appropriate equipment

- Community center or clubhouse

- Library consisting of a minimum of 100 books and 5 current magazine subscriptions

- Laundry facilities with dryers and energy star qualified washers available in the units

- Primary entrance door shall have a threshold with no more than a ½-inch rise

- All door handles on primary entrance door and interior doors must have lever handles;

- Lever handles on all bathroom faucets and kitchen sink faucets

- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level

- Programmable thermostat in each unit

- Water Sense certified dual flush toilets in all bathrooms

- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings

Future Phases will also include the following:

The remainder of Liberty Square will be redeveloped. The scope of work and timing is to-be-determined.

Minimum square footage of PHA-Assisted Units will be as follows:

- 1 bedroom 650 square feet
- 2 bedroom 900 square feet
- 3 bedroom 1100 square feet
- 4 bedroom 1300 square feet
- 5 bedroom 1500 square feet

NOTE: Scope of work, phasing, and budget are subject to change based on funding availability by mutual agreement of the parties. Such modification of the scope of work, phasing and budget shall be by mutual written agreement of the parties. The parties further agree that such scope of work, phasing and budget whether modified or not shall be made a part of all closing documents..

Note: The activities and items in this exhibit, unless expressly exempted or modified in applicable closing documents of subsequent Phases, shall be included in such closing documents.

Exhibit D

Development Budget/Pro Forma

TOTAL DEVELOPMENT SOURCES	Total	Per Unit
Tax Credit Equity	109,805,533	73,794
Tax-Exempt Bonds	88,200,000	59,274
City of Miami HOME	14,400,000	9,677
FHFC HOME	10,000,000	6,720
FHFC SAIL	20,000,000	13,441
FHFC SAIL ELI	6,079,300	4,086
FHLB	5,000,000	3,360
Miami-Dade County Soft Debt	45,652,316	30,680
Deferred Developer Fee	8,079,203	5,430
Total Sources	**307,216,350**	**206,460**

TOTAL DEVELOPMENT USES	Total	Per Unit
Ground Lease Payments to PHCD	3,720,000	2,500
Residential Construction	163,592,000	109,941
Non-Residential Construction	13,000,000	8,737
GC Fees	24,722,880	16,615
Hard Cost Contingency	10,065,744	6,765
Soft Costs	46,897,790	31,517
Developer Fees	45,217,940	30,388
Total Uses	**307,216,350**	**206,460**

Notes:

Excludes Homeownership Units which will be privately financed by RUDG

Development Budget/Pro Forma subject to modification pursuant to the Community Engagement and Planning Process. Such modification of the Development Budget/Pro Forma shall be by mutual written agreement of the parties.

Note: Tax credit equity and overall financing shall not rely on receiving 9% LIHTC allocation, but developer may seek such allocation and utilize them should they be awarded.

Exhibit E

Development Schedule

Activity	Phase 1A	Phase 1B	Phase 2	Phase 3A	Phase 3B	Phase 4A	Phase 4B	Phase 4C	Phase 4D	Phase 5
Recommendation/ Negotiation/BCC Approval	Mar-2016 - May-2016	Mar-2016 - May-2016	Mar-2016 - May-2016	Mar-2016 - May-2016	Mar-2016 - May-2016	Mar-2016 - May-2016	Mar-2016 - May-2016	Mar-2016 - May-2016	Mar-2016 - May-2016	Mar-2016 - May-2016
Resident meetings, planning and charrettes	Apr - 2016- May-2016	Mar 2016- Jul-2016	Mar 2016- Jul-2016	Mar - 2016- Jul-2016	Mar 2016- Jul-2016	Mar 2016- Jul-2016	Mar 2016- Jul-2016	Mar 2016- Jul-2016	Mar 2016- Jul-2016	Mar 2016- Jul-2016
Rezoning/Site plan approval/SAP	Mar- 2016- Jul-2016	Mar-2016- Aug-2016	Mar- 2016- Dec-2016	Mar- 2016- Dec-2016	Mar- 2016- Dec-2016	Mar-2016- Dec-2016	Mar-2016- Dec-2016	Mar-2016- Dec-2016	Mar-2016- Dec-2016	Mar-2016- Dec-2016
Finalize Construction Docs	Jul-2016- Sep-2016	Jul-2016- Oct-2016	Jul-2017- Oct-2017	Jul-2018- Oct-2018	Jul-2018- Oct-2018	Jul-2019- Oct-2019	Jul-2019- Oct-2019	Jul-2019- Oct-2019	Jul-2019- Oct-2019	Jul-2019- Oct-2019
Permits /Financial Closing	Sep-2016	Jan-2017	Jan-2018	Jan-2019	Jan-2019	Jan-2020	Jan-2020	Jan-2020	Jan-2020	Jan-2020
Start Construction	Nov-2016	Jan-2017	Jan-2018	Jan-2019	Jan-2019	Jan-2020	Jan-2020	Jan-2020	Jan-2020	Jan-2020
Marketing/Lease-Up	Sep-2017- Oct-2017	Sep-2017- Dec-2017	Sep-2018- Dec-2018	Sep-2019- Dec-2019	Sep-2019- Dec-2019	Sep-2020 Dec-2020	Dec-2020 Apr-2021	Dec-2020 Mar-2021	Dec-2020 Mar-2021	Dec-2020 Mar-2021
Complete Construction	Nov-2017	Dec-2017	Dec-2018	Dec-2019	Dec-2019	Dec-2020	Apr-2021	Apr-2021	Apr-2021	Apr-2021
Relocation	Dec-2017- Feb-2018	Oct-2017- Dec-2017	Oct-2018- Dec-2018	Oct-2019- Dec-2019	Oct-2019- Dec-2019	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

Development Schedule may be subject to modification pursuant to the Community Engagement and Planning Process. Such modification of the Development Schedule shall be by mutual written agreement of the parties.

Exhibit F

Unit Mix

Lincoln Gardens & Liberty Square Unit Mix	
1 BEDROOMS	336 UNITS
2 BEDROOMS	621 UNITS
3 BEDROOMS	344 UNITS
4 BEDROOMS	227 UNITS
5 BEDROOMS	44 UNITS
TOTAL	**1572 UNITS**

Note: The activities and items in this exhibit, unless expressly exempted or modified in applicable closing documents of subsequent Phases, shall be included in such closing documents.

Unit Mix may be subject to modification pursuant to the Community Engagement and Planning Process. Such modification of the Unit Mix shall be by mutual written agreement of the parties.

Exhibit G

Subcontractor/Supplier Listing Form

To be provided at a later date once Subcontractors and Suppliers are selected.

Conduct of Work

1. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled *Labor Standards and Labor Standards- Nonroutine Maintenance,* herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Developer shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the County against the Developer shall be subject to a written decision by the Contracting Officer.

(d) County shall be the "Contracting Officer." The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Developer of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Developer (I) appeals in writing to a higher level in the County in accordance with the County' s policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Developer shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

2. Lead-Based Paint

The Developer shall comply with the requirements concerning lead-based painted contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) as implemented by 24 C.F.R. Part 35.

3. Health, Safety, and Accident Prevention

(a) In performing this contract, the Developer shall:

i. Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

ii. Protect the lives, health, and safety of other persons;

iii. Prevent damage to property, materials, supplies, and equipment; and

iv. Avoid work interruptions.

(b) For these purposes, the Developer shall:

i. Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. § 3701 et seq.; and

ii. Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Developer shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. Part 1904.

(d) The Contracting Officer shall notify the Developer of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Developer or the Developer's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Developer shall immediately take corrective action (unless Developer disputes the notification in accordance with Section 1). If the Developer fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Developer shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Developer shall be responsible for its subcontractors' compliance with the provisions of this clause. The Developer shall take such action with respect to

any subcontract as Miami-Dade County (the "County"), the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

4. Royalties and Patents

The Developer shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof; except that the County shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Developer has no reason to believe that the specified design, process, or product is an infringement. If, however, the Developer has reason to believe that any design, process or product specified is an infringement of a patent, the Developer shall promptly notify the Contracting Officer. Failure to give such notice shall make the Developer responsible for resultant loss.

5. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. § 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

6. Energy Efficiency

The Developer shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

7. Subcontracts

(a) Definitions. As used in this contract:

i. "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

ii. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Developer or another subcontractor.

(b) The Developer shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Developer shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Developer.

(d) The Developer shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County or between the subcontractor and HUD.

8. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.

The Developer shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

9. Equal Employment Opportunity.

During the performance of this contract, the Developer agrees as follows:

(a) The Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, or gender expression.

(b) The Developer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, or gender expression. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Developer shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Developer shall, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, and gender expression.

(e) The Developer shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Developer's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Developer shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Developer shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Developer shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Developer is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Developer may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Developer as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Developer shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Developer shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Developer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Developer may request the United States to enter into the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

10. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(f) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(h) The contractor shall provide monthly reports indicating all new hires on the project for each week in the reporting period.

11. Limitations on Payments made to Influence Certain Federal Financial Transactions.

(a) The Developer agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Developer further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

12. Examination and Retention of Developer's Records

(a) The County, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Developer's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Developer agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the County, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

(d) Lunches, dinners, etc. are not acceptable reimbursable expenses.

(e) Acceptable reimbursable expenses are defined as:

(f) Payments to Developer shall be based on services rendered/work completed, not costs incurred for deposits/retainers.

13. Labor Standards - Davis-Bacon and Related Acts.

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

i. All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Developer and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the

employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Developer and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

iii. If the Developer and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

iv. In the event the Developer, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

v. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

vi. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Developer shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash

equivalent thereof.

vii. If the Developer does not make payments to a trustee or other third person, the Developer may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Developer, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Developer to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Developer under this contract or any other Federal contract with the same prime Developer, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Developer, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Developer or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Developer, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Developer, disburse such amounts withheld for and on account of the Developer or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

i. Payrolls and basic records relating thereto shall be maintained by the Developer during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 C.F.R. § 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Developer shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Developers employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. The Developer shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Developer is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

iii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Developer or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. Part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

iv. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

v. The falsification of any of the above certifications may subject the Developer or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

vi. The Developer or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by

authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Developer or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Developer, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(d) Apprentices.

i. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Developer as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Developer's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Developer will no longer be permitted to utilize apprentices at less than the applicable

predetermined rate for the work performed until an acceptable program is approved.

ii. Trainees. Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Developer will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.

(e) Compliance with Copeland Act requirements. The Developer shall comply with the requirements of 29 C.F.R. Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Developer and a subcontractor as provided in 29 C.F.R. § 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Developer (or any of its subcontractors) and the County, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

i. By entering into this contract, the Developer certifies that neither it (nor he or she) nor any person or firm who has an interest in the Developer's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

iii. The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. § 1001.

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Developer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Developer and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j) (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

iii. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Developer or subcontractor under any such contract or any Federal contract with the same prime Developer, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Developer, such sums as may be determined to be necessary to satisfy any liabilities of such Developer or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Developer or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Developer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

14. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Developer or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

i. The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

15. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Developer shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Developer shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Developer determines that such items: (1) are not reasonably available in a reasonable

period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Developer purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Developer: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

The requirements of this Exhibit I shall survive the termination of this Agreement.

Exhibit I

Vacancy Preparation Work

(Required to prepare existing vacant PHA-Assisted Units for temporary relocations of residents affected by the work covered by this MDA)

Should the County provide vacant units to the developer for its use for temporary relocation, the developer shall provide vacancy preparation;

1. Prior to being occupied by first relocated residents.
2. Perform maintenance and/or repairs to units during temporary occupancy period.
3. Perform a final vacancy preparation of unit after final resident(s) have been relocated back and prior to turn-over back to the County for its use.

The Developer agrees to perform vacancy preparation work in accordance with the County requirements that will be provided when this vacant unit option is used for temporary relocation.

Exhibit J

Summary of Key Development Team Members

Jorge M. Perez
Principal / President
Since the 1970's, Jorge M. Perez has been at the forefront of affordable housing development and the revitalization of urban communities throughout South Florida. Making his mark initially in the rehabilitation of multi-family properties in Little Havana and the HUD Section 8 programs, Mr. Perez went on to become one of the nation's leading developers of low income rental properties with financing attained through tax exempt bonds and low income housing tax credits. His attention to detail and commitment to creating quality living environments distinguished him within the marketplace.

Through his ownership in Related Affordable Housing, The Related Companies of Florida and The Related Group of Florida, Mr. Perez has developed, rehabilitated and managed over 10,000 affordable housing units in his illustrious career. Though he has been a successful developer of mixed-used and condominium developments, Mr. Perez never lost his passion to provide high quality affordable housing.

Alberto Milo, Jr.
Senior Vice President / Principal
Albert has 27 years of experience in the real estate sales and mortgage banking industry. The Urban Development Group, LLC (UDG) was founded in January of 2002 by Alberto Milo, Jr. The company's mission is to revitalize communities by creating affordable homeownership. UDG has identified several underserved markets, one of which lies within the urban core of Miami-Dade County. The underserved market consists of individuals that earn between 50% and 140% of the Miami-Dade median income. These individuals currently do not have an economically feasible homeownership opportunity within Miami's urban core.

In 2009, Albert formed RUDG, LLC (Related Urban), a joint venture with Jorge Perez and The Related Group. Since 2009 Related Urban has developed, rehabilitated and managed a number of public housing and affordable housing developments throughout Florida.

Matthew J. Allen
Executive Vice President and Chief Operating Officer
Matthew J. Allen is Executive Vice President and Chief Operating Officer. Mr. Allen, who joined the company in 1999, is responsible for overseeing the day to day operations of the company. In addition, he directly oversees the finance, human resources, marketing, legal, accounting and asset management divisions. Since 1999, he was directly responsible for raising over $10 billion in debt and equity. Mr. Allen previously served as Senior Vice President of Atlantic Gulf Communities. Mr. Allen has over twenty three years of experience in Real Estate. He is a member of the Executive Committee and Board of Directors of the Beacon Council, Executive Council and the Board of Directors of Big Brothers Big Sisters of Greater Miami. Mr. Allen completed his undergraduate studies at Barry University and received his Master's degree in Business Administration from Florida International University.

LUIS CASTELLON

Vice President of Development

Mr. Castellon joined the Related Group in 2006 and has overseen the development of numerous Condominium, Market Rate and Affordable Housing project. His background in Architecture gives him the knowledge and ability to take a project from the conceptual phase, through design, development and construction administration. His expertise allows him to analyze potential sites and pinpoint development opportunities through current land-use and zoning. He is responsible for the design and construction oversight of all Related Urban projects. Mr. Castellon has a Bachelor's of Architecture degree and Bachelors of Science degree from Florida Agricultural and Mechanical University.

TONY DEL POZZO

Vice President of Finance Operations

Mr. Del Pozzo has over 20 years of experience in the industry. He has procured over $400 million in debt and equity, negotiated contracts for the sale of over $200 million in assets and acquisition of over $200 million in assets and worked with lenders, equity investors and buyers through all of the due diligence involved in the transactions. He is responsible for all debt and equity procurement the Affordable Housing division of The Related Group and works directly with TRG Management staff to provide property and portfolio management on over 30 assets reflecting over 7,000 residential apartment units and 500,000 square feet of retail and office. In addition, Mr. Del Pozzo is also responsible for the risk management of the company's entire portfolio. Mr. Del Pozzo is a licensed Florida real estate appraiser and holds an M.B.A. from the University of Miami.

BRETT GREEN

Senior Financial Analyst

Brett Green joined Related Urban in 2012. Mr. Green is responsible for underwriting potential multifamily development opportunities, negotiating debt and equity term sheets and closing documents, coordinating the financial and real estate closings and conducting market research. Mr. Green has participated in closing over $200MM in debt and equity transactions for the rehabilitation or new construction of over 1,000 affordable housing units. Mr. Green holds a Bachelor's Degrees in Finance and Real Estate from the University of Central Florida.

JASON GOLDFARB

Director of Acquisitions

Jason Goldfarb joined the company in 2010 and is primarily responsible for identifying new subsidies, negotiating the acquisition of properties located in underserved markets, managing escrow deposits during the contract period and packaging and submitting applications for project funding. Mr. Goldfarb previously served as a senior associate for 6 years with the national commercial sales brokerage Marcus and Millichap. As a sales associate, he negotiated and facilitated over $100 million of commercial property transactions. Mr. Goldfarb began his career with Owner's Management Company in Cleveland, Ohio as an affordable housing property manager/project manager. Mr. Goldfarb holds a bachelor's degree in Business Administration from Kent State University and is licensed to sell real estate in the State of Florida.

BETTY GUTIERREZ

Relocation / Resident Services Manager

Betty Gutierrez (a/k/a Maria Beatriz Gutierrez) joined the Related Urban team in August 2012 as Relocation / Resident Services Manager overseeing all aspects regarding relocation of the elderly residents during the rehabilitation period. Ms. Gutierrez' strong constituency and affordable housing experience during 14 years on Miami-Dade County Commissioner Bruno Barreiro's staff is an asset in attending to our senior residents. She started her civic involvement in the City of Miami Beach with the Miami Design Preservation League (MDPL) which advocates for historic preservation. She served as a member of the MDPL Board of Directors for many years and as Chairperson from 1993 to 1998. Her work with MDPL led her to involvement in other community organizations and community issues. She served as Chairperson of the City of Miami Beach Hispanic Advisory Board in 1993, at a time when there was little Hispanic representation on City Boards; and as a result is one of the founders of Unidad of Miami Beach, better known as the Miami Beach Hispanic Community Center. She has served as Chairperson of the City of Miami Beach Community Development Advisory which makes Community Development Block Grant recommendations to the Miami Beach Commission, vice-president of the Miami Beach Community Development Corporation which develops affordable housing and homeownership in Miami Beach. Ms. Gutierrez also served on the Miami Beach Housing Authority Board from 2000 to 2006 and presided as Chairperson the last two years. Today, Ms. Gutierrez is a member of the City of Miami Planning, Zoning and Appeals Board. She received her Master's Degree in Public Administration from Florida International University. Betty Gutierrez is an active member of our community.

JESSICA COLOMER

Labor Compliance Officer

Jessica Colomer joined The Related Group in 2013 and currently manages Labor Compliance requirements such as Davis Bacon with our contractors and sub-contractors. Ms. Colomer has a Bachelor of Business Administration in Management and Human Resources from Florida International University.

LARRY LENNON

President TRG Management

Larry Lennon is the President of TRG Management, an in house full-service real estate management company. His responsibilities include directing operations and profitability. He also plays a key role in working with the development team on all new apartment developments. Mr. Lennon has over twenty years of real estate management experience. In addition to managing in excess of 120,000 units during his career, he has also built and redeveloped a number of conventional and tax-credit apartment communities. Mr. Lennon received his Bachelor's degree in Business Administration from the University of Florida and his Master's in Business Administration from the University of North Florida.

MARILYN PASCUAL

President, TRG Management Company, LLP, Affordable Division

The property management will be overseen by the Division Manager, Marilyn Pascual. She currently manages all existing affordable and public housing project for Related Urban. Marilyn has more than nineteen years' experience in the management of multi-family housing communities. She

re-joined TRG in April of 2010 as a Regional Manager after having served as President for the Housing Trust Management Group, Inc. for more than five years. Ms. Pascual was also a Regional Manager with Cornerstone Residential Management, Inc. and worked with TRG for five years early in her career where she quickly advanced from property manager to district manager. She has an excellent track record managing all types of apartment portfolios, but has an extensive history managing affordable housing transactions. Ms. Pascual holds a Bachelor of Science Degree in Mechanical Engineering from the University of Florida.

KAREEM T. BRANTLEY
Project Manager

Kareem T. Brantley joined Related Urban Development Group in 2016 to serve as project manager to the redevelopment of Liberty Square. Mr. Brantley is responsible for managing, tracking, and reporting on multiple concurrent construction projects, including design & engineering review, financing, permitting, bidding, contracting, construction coordination and closeout. Kareem has experience in single and multifamily housing development. Kareem previously worked for Florida Power & Light (FPL) as a distribution Project Manager. Kareem is a CFA Charterholder and is a licensed Florida Real Estate Sales Associate and earned degrees in Electrical Engineering from the University of Florida and a Masters in Finance from Florida International University.

Exhibit K

UFAS Certification Form & HUD UFAS Accessibility Checklist

UNIFORM HOUSING AND COMMUNITY DEVELOPMENT
(UFAS CERTIFICATION FORM)

This certification is provided to Public Housing and Community Development (PHCD), the department responsible for administering the Voluntary Compliance Agreement (VCA) between Miami-Dade County and United States Housing and Urban Development (USHUD).

_____ ***(Insert consulting company name)*** is a consulting firm with expertise in accessibility which has been retained by _____ ***(Insert Owner's name)*** to certify the residential units, site, common areas, etc. of development indicated below, are in full compliance with the Uniform Federal Accessibility Act Standards (UFAS).

This CERTIFICATION is rendered upon detailed review of UFAS requirements, design and construction documents. Accessibility inspections of work in place have been conducted and a final certification compliance inspection, in accordance with the requirements of Uniform Federal Accessibility Act Standards (UFAS), PIH Notice 2003-31 (HA) and where applicable the American Disabilities Act Accessible Guidelines, FBC, and FHA, has also been completed.

1. Development Name & Florida Number: _____
2. Development Address: _____
3. Unit(s) Certified _____

Certification Code	Description of area certified:	Certification Code	Description of area certified:
☐	Unit interior	☐	Dumpster and Trash Chutes
☐	Parking area and Sitework	☐	Dining Room
☐	Path of travel to unit and non-housing program(s)	☐	Mailboxes
☐	Laundry Room	☐	Elevators
☐	Manager's Offices	☐	Public Restrooms
☐	Community Center	☐	Maintenance Shop
		☐	Other if applicable (describe)

Certification Legend:

1. Certified for UFAS requirements.
2. UFAS requirements **NOT** Certified **(Pending)**
3. Not Applicable.
4. Waiver for structural impracticability as per UFAS 4.1.6 Accessible Buildings: Alterations, Item (3) and VCA Agreement, page 7 of 32, II Definitions, Structural Impracticability.
5. Waiver for undue financial and administrative burden as per UFAS 4.1.6 Accessible Buildings: Alterations, Item (3) (d) and VCA Agreement, page 7 of 32, II Definitions, UFAS-Accessible Unit.

Submitted by:

_____ Print Name _____ Signature _____ Date

Rev. 5/6/14

Page **1** of **1**

Facility Name _____ Date(s) of Review _____

Address _____ Unit/Apartment Number _____ Telephone Number _____ TDD/TTY Number _____

Name of Reviewer(s)

_____

_____

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• U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
• OFFICE OF FAIR HOUSING & EQUAL OPPORTUNITY
• UFAS ACCESSIBILITY CHECKLIST

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NOTE:
(1) This checklist is to be used in conjunction with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. § 40, Appendix A.
(2) This checklist is intended for accessibility reviews of properties owned, operated and/or managed by recipients of Federal financial assistance. See *Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794; 24 C.F.R. Part 8. However, the properties may also be subject to the Fair Housing Act (42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100); and/or the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.)*
(3) This checklist is not all-inclusive. Please make additions, as necessary, depending on elements reviewed at each site. Reviewer is responsible for verification of each UFAS citation; all UFAS cites [including scoping requirements] for a particular element may not be referenced on this checklist.

Required Equipment: Tape Measure; Smart Level; Door Pressure Gauge; Camera

Exterior/Common Areas:
Accessible Parking (pgs. 2-3)
Accessible Route (pgs. 4-5)
Ramps (pgs. 6-7)
Stairs (pgs. 8-9)
Signage (pg. 10)
Doors (pgs. 11-12)
Public Offices, Rec/Community Rm., Etc. (pg. 13-18)
Public Restrooms (pgs. 19-25)
Elevators/Platform Lift (pgs. 26-31)
Routes (pg. 56)
Drinking Fountains (pgs. 32-33)
Misc: Telephones/Alarms (TDD/TTY) (pgs. 34-35)

Dwelling Unit:
Accessible Parking (pgs. 36-37)
Accessible Route (pgs. 38-39)
Dwelling Unit/Interior Route (pgs. 40-52)
- Bathroom (43-47)
- Kitchen (47-52)

Dwelling Unit Common Spaces/Facilities
- Mailboxes (pg. 53)
- Laundry Facilities (pg. 54-55)
- Dumpsters/Picnic Area and Accessible

Facility Name_____ **Date(s) of Review**_____
Address_____ **Suite/Office Number**_____
Telephone_____ **TDD/TTY Number**_____
Name of Reviewer(s)_____

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE PARKING:			
	NOTE: Upon arrival at the housing development, take a picture of the sign on the office building for identity purposes.			
	Accessible Parking Location:			
4.6.1; 4.1.1(5)(d)	Count **total number** of spaces; How many parking spaces are **designated accessible** parking spaces; How many parking spaces are **designated Van-accessible**; [Note: The ADA Accessibility Standards "ADA Standards" require that one (1) in every eight (8) designated accessible parking spaces is designated as "van accessible."]			
4.6.2; 4.6.3; Fig. 9	Designated accessible parking spaces should be located closest to the nearest accessible entrance, on an accessible route;			
4.6; Fig. 9;	Parking space should be at least 96" wide; Access aisle should be adjacent to parking space and at least 60" wide (note: two designated accessible parking spaces may share a common access aisle); Exception: the **access aisle for a designated van parking space should be at least 96" wide** and should be designated with a sign stating that it is "van accessible,"			
4.6.3;	Slope and cross-slope of parking space & access aisle shall be level with surface slopes not exceeding 2% in all directions;			
4.6.4; 4.30.5; 4.1.1(7);	Signage: Parking spaces designated as reserved for persons with disabilities			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE PARKING:			
	shall be identified by signage depicting the International Symbol of Accessibility; Signage shall be mounted at a height not obscured by a parked vehicle;			
4.7.4; 4.5.1; 4.3.6;	Surface is firm, stable and slip-resistant;			
4.7.2; 4.8.2; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	Curb Ramps: Slope does not exceed 8.33%; At least 36" wide, excluding flared sides; Surface is firm, stable and slip-resistant; If no handrails, flared sides have a slope no greater than 10%;			

Facility Name_____ **Date(s) of Review**_____
Address_____ **Suite/Office Number**_____
Telephone_____ **TDD/TTY Number**_____
Name of Reviewer(s)_____

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
	Accessible Route Location:			
4.3.3; Fig. 7; 4.3.4;	**Minimum clear width** shall be 36" (except at doors); **Passing Space:** If accessible route is less than 60" clear width, then passing spaces at least 60" x 60" shall be located at reasonable intervals not to exceed every 200 feet;			
4.5.1; 4.3.8; 4.5.2;	**Surface**: firm, stable and slip-resistant; Changes in level between ¼" – ½" shall be beveled; Changes in level greater than ½" shall be accomplished by means of a ramp;			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	**Protruding Objects**: Objects protruding from walls with their leading edges between 27"-80" above the finished floor (AFF) shall protrude no more than 4" into walks, halls, corridors, passageways or aisles (Fig. 8(a)); Objects mounted with their leading edges at or below 27" AFF may protrude any amount; Head Room: Walks, halls, corridors, passageways, aisles or other circulation spaces shall have 80" minimum clear head room;			
4.3.7; *See 4.8*	**Slope of route** may not exceed 5%; if slope is greater than 5%; it is a "ramp"			
4.3.7;	**Cross-slope** of route may not exceed 2%;			
4.5.4; Fig. 8(g); Fig. 8(h);	**Grates** set in the direction of the route should be no greater than ½" wide; If gratings have elongated openings, then they shall be placed so that the long dimension is perpendicular to the dominant direction of travel;			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
4.3.2(1);	At least one accessible route, *within* the boundary of the site, shall be provided from public transportation stops, parking, street and/or sidewalks to the accessible building entrance they serve;			
4.7.2; 4.8.2; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	**Curb Ramps**: Slope does not exceed 8.33%; At least 36" wide, excluding flared sides; Surface is firm, stable and slip-resistant; If no handrails, flared sides have a slope no greater than 10%;			

Facility Name_____ **Date(s) of Review**_____
Address_____ **Suite/Office Number**_____
Telephone_____ **TDD/TTY Number**_____
Name of Reviewer(s)_____

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	RAMPS:			
	Ramp Location:			
4.8.3; 4.8.2;	Ramp is at least 36" wide and rises no more than 30";			
4.8.2;	Slope of ramp is no greater than 8.33%;			
4.8.6;	Cross-slope of ramp [slope of ramp that is perpendicular to the direction of travel] is no greater than 2%;			
4.5.1;	Ramp surface is firm, stable and slip-resistant;			
4.8.4;	Landing at top and bottom of ramp: Should be level and at least as wide as ramp and a minimum of 60" in length; Level landings should also occur at each turn (switchback) of the ramp; If ramps change direction at landings, the minimum landing size shall be 60" x 60"			
4.8.5; 4.8.7; Fig. 17	If ramp rise is greater than 6" or has a horizontal projection greater than 72", then handrails are required on both sides; Ramps and landings with drop-offs shall have curbs, walls, railings or projecting surfaces that prevent people from slipping off the ramp; Curbs shall be a minimum of 2" high;			
4.8.8;	Ramp should not be designed so that water will accumulate on walking surface;			
4.26.2; 4.8.5; 4.8.5(5); 4.8.5(7);	**Handrails:** Diameter of gripping surface is between 1 ¼" to 1 ½"; Clear space between the handrail and the wall shall be 1 ½";			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	RAMPS:			
	If handrails are not continuous, they shall extend at least 12" beyond the top and bottom of the ramp segment and, ends of handrails shall be either rounded or returned smoothly to the floor, wall or post; Top of handrail gripping surface shall be mounted between 30" and 34" above the ramp surfaces; Handrails shall be solidly anchored with fittings that do not rotate;			

Facility Name_____ **Date(s) of Review**_____
Address_____ **Suite/Office Number**_____
Telephone_____ **TDD/TTY Number**_____
Name of Reviewer(s)_____

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	STAIRS:			
	Stairs Location:			
4.9.2; Fig. 18(a)	**Treads & Risers:** On any given flight of stairs, all steps shall have uniform riser heights and uniform tread widths; Stair Treads: shall be no less than 11" wide, measured from riser to riser; Open risers are not permitted on accessible routes;			
4.9.3; Fig. 18	**Nosings:** The undersides of nosings shall not be abrupt; Nosings shall project no more than 1 ½" (Fig. 18)			
4.9.6;	**Stairs** – Outdoor Conditions: Outdoor stairs and their approaches shall be designed so that water will not accumulate on walking surfaces;			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	STAIRS:			
See 4.26; 4.9.4; 4.9.4(1); Fig. 19(a) and 19(b); 4.9.4(2); Fig. 19(c); and (d); *See* 4.4 4.9.4(3); 4.9.4(4); 4.9.4(5); 4.9.4(6); 4.9.4(7);	**Handrails:** Stairways shall have handrails **at both sides of all stairs;** Handrails shall have the following features: (1) Handrails shall be continuous along both sides of stairs; the inside handrail on switchback or dogleg stairs shall always be continuous (Fig. 19(a) and (b)); (2) **If handrails are not continuous,** they shall extend at least 12" beyond the top riser and at least 12" plus the width of one tread beyond the bottom riser. At the top, the extension shall be parallel with the floor or ground surface. At the bottom, the handrail shall continue to slope for a distance of the width of one tread from the bottom riser; the remainder of the extension shall be horizontal; (3) Clear space between the handrails and wall shall be 1 ½"; (4) Gripping surfaces shall be uninterrupted by newel posts, other construction elements or obstructions; (5) Top of handrail gripping surface shall be mounted between 30" – 34" above stair nosings; (6) Ends of handrails shall be either rounded or returned smoothly to floor, wall or post; (7) Handrails shall not rotate within their fittings;			

Facility Name _____ **Date(s) of Review** _____
Address _____ **Suite/Office Number** _____
Telephone _____ **TDD/TTY Number** _____
Name of Reviewer(s) _____

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	SIGNAGE:			
	Signage Location:			
4.1.2(15); 4.30.4; 4.30.3; 4.30.6;	***Signage*** *designating permanent rooms and spaces [including entrances/exits, elevators, restrooms and room numbers] must:* (1) have raised characters and pictorial system signs; (2) characters and background of signs shall be eggshell, matte or other non-glare finish; characters and symbols shall contrast with their backgrounds; (3) mounting location: signage must be mounted between 54"-66" above the finished floor (AFF) to the centerline of the sign; mounted on the wall adjacent to the latch side of the door;			
4.1.1(7); 4.30;	• Elements & spaces of accessible facilities which shall be identified by the International Symbol of Accessibility are: (1) Parking spaces designed as reserved for disabled persons; (2) Passenger loading zones; (3) Accessible entrances; and (4) Accessible toilet and bathing facilities;			

Facility Name_____ **Date(s) of Review**_____
Address_____ **Suite/Office Number**_____
Telephone_____ **TDD/TTY Number**_____
Name of Reviewer(s)_____

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DOORS:			
	Door Location:			
4.13.2;	Accessible doors are standard single or double-leaf hinged doors, not revolving doors or turnstiles;			
4.13.6;	**Maneuvering Space at Door** varies			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DOORS:			
Fig. 25(a); Fig. 25(b); Fig. 25(c); Fig. 25(d); Fig. 25(e); Fig. 25(f);	depending on the type of door and how one approaches it for entry **(See Fig. 25);** For most swinging doors **For Front Approach;** on the **pull side**, 18" is needed **to the latch side of the door;** on the **push side**; 12" is needed **to the latch side of the door** if door has a closer & latch; **For Side Approach,** refer to 25(b) and (c); **For Sliding and Folding Doors,** refer to Fig. 25(d), (e) and (f);			
4.13.5; Fig. 24; 4.13.4;	**Door Width:** a clear opening width of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop; If double doors are used, at least one door must comply with the above;			
4.13.10;	**Door w/ Closer:** Sweep period of door closing, from an open position of 70 degrees, is at least three (3) seconds to a point 3" from the latch;			
4.13.9; 4.13.11;	**Door Hardware:** Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand; Must be mounted no higher than 48" above the finished floor (AFF); Maximum opening force (interior doors): 5 pounds; [Note: UFAS presently has no opening force requirement for exterior doors].			
4.29.3;	**Tactile Warnings on Doors to Hazardous Areas:** Doors that lead to areas that might prove dangerous to a blind person (i.e., loading platforms, boiler rooms) shall be made identifiable to the touch by a textured surface on the door handle, knob, pull or other operating hardware;			
4.13.8; *See* 4.5.2;	**Thresholds:** No greater than ½" in height with a			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DOORS:			
	beveled edge (except exterior sliding doors); No greater than ¾" in height (with a beveled edge) at exterior sliding doors; Raised thresholds and floor level changes at accessible doorways shall be beveled;			

Facility Name_____ **Date(s) of Review**_____
Address_____ **Suite/Office Number**_____
Telephone_____ **TDD/TTY Number**_____
Name of Reviewer(s)_____

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS, ETC.:			
	Location of Public Offices, Etc.:			
4.3;	Located on an accessible route;			
4.3.3;	Minimum 36" clear, accessible route;			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c); Fig. 25(d); Fig. 25(e); Fig. 25(f);	**Maneuvering Space at Door** varies depending on the type of door and how one approaches it for entry **(See Fig. 25);** <u>For most swinging doors</u> **For Front Approach;** on the **pull side**, 18" is needed **to the latch side of the door;** on the **push side**; 12" is needed **to the latch side of the door** if door has a closer & latch; **For Side Approach,** refer to 25(b) and (c); **For Sliding and Folding Doors,** refer to Fig. 25(d), (e) and (f);			
4.13.5; Fig. 24;	**Door Width:** a clear opening width of at least 32" with the door open 90 degrees,			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS, ETC.:			
	measured between the face of the door and the opposite stop;			
4.13.8; *See* 4.5.2;	**Thresholds:** No greater than ½" in height with a beveled edge (except exterior sliding doors); No greater than ¾" in height (with a beveled edge) at exterior sliding doors; Raised thresholds and floor level changes at accessible doorways shall be beveled;			
4.13.11;	**Door Opening Force:** maximum opening force for interior doors is 5 pounds; NOTE: UFAS presently has no opening force requirement for exterior doors;			
4.13.9; 4.13.11;	**Door Hardware:** Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand; Must be mounted no higher than 48" above the finished floor (AFF);			
4.29.3;	**Tactile Warnings on Doors to Hazardous Areas:** Doors that lead to areas that might prove dangerous to a blind person (i.e., loading platforms, boiler rooms) shall be made identifiable to the touch by a textured surface on the door handle, knob, pull or other operating hardware;			
See 7.2; 4.32.4;	**Business/Transactional Counter:** (1) Where service counters exceeding 36" in height are provided, an auxiliary counter (in close proximity to the main counter), or a portion of the main counter, shall be provided with a maximum height of between 28" to 34" AFF; or, (2) An equivalent facilitation such as			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS, ETC.:			
	folding shelf or separate desk is to be provided;			
	OFFICE/MEETING ROOM/REC ROOM #2			
4.3;	Located on an accessible route;			
4.3.3;	Minimum 36" clear, accessible route;			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c); Fig. 25(d); Fig. 25(e); Fig. 25(f);	**Maneuvering Space at Door** varies depending on the type of door and how one approaches it for entry **(See Fig. 25);** <u>For most swinging doors</u> **For Front Approach;** on the **pull side**, 18" is needed **to the latch side of the door;** on the **push side**; 12" is needed **to the latch side of the door** if door has a closer & latch; **For Side Approach,** refer to 25(b) and (c); **For Sliding and Folding Doors,** refer to Fig. 25(d), (e) and (f);			
4.13.5; Fig. 24;	**Door Width:** a clear opening width of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop;			
4.13.8; *See* 4.5.2;	**Thresholds:** No greater than ½" in height with a beveled edge (except exterior sliding doors); No greater than ¾" in height (with a beveled edge) at exterior sliding doors; Raised thresholds and floor level changes at accessible doorways shall be beveled;			
4.13.11;	**Door Opening Force:** maximum opening force for interior doors is 5 pounds; NOTE: UFAS presently has no opening force requirement for exterior doors;			
4.13.9; 4.13.11;	**Door Hardware:** Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand;			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS, ETC.:			
	Must be mounted no higher than 48" above the finished floor (AFF);			
4.29.3;	**Tactile Warnings on Doors to Hazardous Areas:** Doors that lead to areas that might prove dangerous to a blind person (i.e., loading platforms, boiler rooms) shall be made identifiable to the touch by a textured surface on the door handle, knob, pull or other operating hardware;			
	OFFICE/MEETING ROOM/REC ROOM #3			
4.3;	Located on an accessible route;			
4.3.3;	Minimum 36" clear, accessible route;			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c); Fig. 25(d); Fig. 25(e); Fig. 25(f);	**Maneuvering Space at Door** varies depending on the type of door and how one approaches it for entry **(See Fig. 25);** For most swinging doors **For Front Approach;** on the **pull side**, 18" is needed **to the latch side of the door;** on the **push side**; 12" is needed **to the latch side of the door** if door has a closer & latch; **For Side Approach,** refer to 25(b) and (c); **For Sliding and Folding Doors,** refer to Fig. 25(d), (e) and (f);			
4.13.5; Fig. 24;	**Door Width:** a clear opening width of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop;			
4.13.8; *See* 4.5.2;	**Thresholds:** No greater than ½" in height with a beveled edge (except exterior sliding doors); No greater than ¾" in height (with a beveled edge) at exterior sliding doors; Raised thresholds and floor level changes at accessible doorways shall be beveled;			
4.13.11;	**Door Opening Force:** maximum			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS, ETC.:			
	opening force for interior doors is 5 pounds; NOTE: UFAS presently has no opening force requirement for exterior doors;			
4.13.9; 4.13.11;	**Door Hardware:** Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand; Must be mounted no higher than 48" above the finished floor (AFF);			
4.29.3;	**Tactile Warnings on Doors to Hazardous Areas:** Doors that lead to areas that might prove dangerous to a blind person (i.e., loading platforms, boiler rooms) shall be made identifiable to the touch by a textured surface on the door handle, knob, pull or other operating hardware;			

Facility Name_____ **Date(s) of Review**_____
Address_____ **Suite/Office Number**_____
Telephone_____ **TDD/TTY Number**_____
Name of Reviewer(s)_____

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:			
	Public Restroom Location:	**LADIES** **MEN**		
4.22.1;	If public restrooms are provided, at least one (1) must be accessible and on an accessible route;			
4.30.4; 4.30.3; 4.30.6;	***Signage*** *designating permanent rooms and spaces [including entrances/exits, elevators, restrooms and room numbers] must:* (1) have raised characters and pictorial system signs; (2) characters and background of signs shall be eggshell, matte or other non-glare finish; characters and symbols shall contrast with their backgrounds; (3) mounting location: signage must be mounted between 54"-66" above the finished floor (AFF) to the centerline of the sign; mounted on the wall adjacent to the latch side of the door;			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c); Fig. 25(d); Fig. 25(e); Fig. 25(f);	**Maneuvering Space at Door** varies depending on the type of door and how one approaches it for entry **(See Fig. 25);** <u>For most swinging doors</u> **For Front Approach;** on the **pull side**, 18" is needed **to the latch side of the door;** **Public Restroom Location** on the **push side**; 12" is needed **to the latch side of the door** if door has a closer & latch; **For Side Approach,** refer to 25(b) and (c); **For Sliding and Folding Doors,** refer to Fig. 25(d), (e) and (f);	**Ladies** **Men**		
4.13.5; Fig. 24; 4.13.4;	**Door Width:** a clear opening width of at least 32" with the door open 90 degrees, measured between the face of the door			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:			
4.22.2;	and the opposite stop; If double doors are used, at least one door must comply with the above; Doors shall not swing into the CFS required for any fixture;			
4.13.9;	**Door Hardware:** Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand; Must be mounted no higher than 48" above the finished floor (AFF);			
4.29.3;	**Tactile Warnings on Doors to Hazardous Areas:** Doors that lead to areas that might prove dangerous to a blind person (i.e., loading platforms, boiler rooms) shall be made identifiable to the touch by a textured surface on the door handle, knob, pull or other operating hardware; **Public Restroom Location**	**Ladies** **Men**		
4.13.11;	**Door Opening Force:** Maximum force for pushing or pulling open an interior door shall be no greater than 5 pounds;			
4.13.8; *See* 4.5.2;	**Thresholds:** No greater than ½" in height with a beveled edge (except exterior sliding doors); No greater than ¾" in height (with a beveled edge) at exterior sliding doors; Raised thresholds and floor level changes at accessible doorways shall be beveled;			
4.17.5; 4.13; 4.17.3; Fig. 30(a); 4.16.4; Fig. 29; 4.17.6; Figs. 30 A/b/c/d 4.26.2; 4.16.5;	**ONLY FOR Toilet IN STALL:** **Toilet Stall** opening should be at least 32" wide; **Stall Dimensions:** If toilet is wall-mounted, is stall (facing toilet) at least 56" deep x 60" wide? If toilet is floor-mounted, is stall (facing toilet) at least 59" deep x 60"			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:			
	wide? **Grab Bars (GBs)** are required on back and side of toilet: **Back:** At least 36" long, starting no more than 6" from side wall; **Side:** At least 40" long, starting no more than 12" from back wall; Centerline of GBs mounted between 33"-36" AFF; **Public Restroom Location** GBs between 1 ¼" to 1 ½" diameter; mounted at 1 ½" from wall; **Toilet Flush Control** mounted: No higher than 44" AFF; On wide side of toilet area;	**Ladies** **Men**		
4.23.3; 4.16; Fig. 28; 4.16.4; Fig. 29; 4.26.2; 4.16.5; 4.17.3; 4.17.6; Fig. 30 a/b/c/d	**ONLY FOR Toilet NOT IN STALL –** **For Toilet CFS** refer to Fig. 28; **Grab Bars (GBs)** are required on back and side of toilet; **Back:** At least 36" long w/ one end mounted at least 12" from centerline of toilet; **Side:** At least 42" long w/ front end a minimum 54" from back wall; Centerline of GBs mounted between 33" – 36" AFF; GBs between 1 ¼" to 1 ½" diameter; GBs mounted at 1 ½" from wall; **Toilet Flush Control** mounted: No higher than 44" AFF; On wide side of toilet area;			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:			
4.16.3; Fig. 28 & 29;	**Restroom Location:** **Toilets (Whether in Stall or Not):** Seats measured between 17" to 19" **AFF to top of seat;** Toilet **mounted at exactly 18" from center of toilet to closest side wall;**	**Ladies** **Men**		
4.16.6; Fig. 29(b);	**Toilet Paper Dispenser:** Mounted within reach and a minimum 19" AFF to the centerline of the toilet paper; Allows **continuous** paper delivery;			
4.18.2; 4.18.3; 4.27.4; 4.18.4;	**Urinals:** Elongated rim no more than 17" AFF; CFS is 30" x 48" for forward approach; Flush Controls: Mounted no more than 44" AFF; Automatic or operable w/ one hand without tight grasping, pinching, or twisting of the wrist;			
4.19.2; 4.19.3; 4.19.4; Fig. 31; Fig. 32;	**Lavatory [sink]:** With the **rim or counter surface** mounted at a maximum height of 34" AFF; Minimum 29" clearance AFF to the bottom of the apron of sink; Clear floor space (CFS) of at least 30" wide x 48" deep in front of lavatory; CFS can adjoin or overlap an accessible route and can extend a max. 19" underneath the lavatory; Drain and hot water pipes insulated;	**Ladies** **Men**		
4.19.5; 4.27.4;	**Faucet Controls:** Hand-operated or automatic; Do not require tight gripping, pinching or twisting of the wrist to operate;			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:			
4.22.6; 4.19.6;	**Mirrors:** Mounted with bottom edge **of the reflecting surface** no greater than 40" AFF;			
4.22.7; 4.27; 4.2.5; 4.2.6;	**Dispensers/Other Elements:** **Clear floor space** of 30" x 48" to allow forward or parallel approach to: Paper Towels; Trash Receptacle; Coat Hooks; Feminine Hygiene; Etc. **Highest Operable Part** cannot exceed: 48" for forward approach, or 54" for side approach; Paper Towels; Trash Receptacle; Coat Hooks; Feminine Hygiene; Etc. Dispenser/element operated with one hand; without tight grasping, pinching, or twisting of the wrist;	**Ladies** **Men**		

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Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
	Elevator/Platform Lift Location:			
4.10.1; *See* 4.10;	Accessible elevators shall be on an accessible route;			
4.10.1;	Freight elevators are not acceptable as "accessible elevators" ***unless*** the only elevators provided are used as combination passenger & freight elevators for the public and employees;			
4.10.2;	**Automatic Operation:** Elevator operation shall be automatic;			
4.10.3; Fig. 20;	**Hall Call Buttons:** Call buttons in elevator lobbies and halls shall be centered at 42" above the finished floor (AFF); Call buttons shall have visual signals to indicate when each call is registered and when each call is answered; Call buttons shall be a minimum of ¾" in the smallest dimension; The button designating the "up" direction shall be on top; Buttons shall be raised or flush; Objects mounted beneath hall call buttons shall not project into the elevator lobby more than 4";			
4.10.4; Fig. 20;	**Hall Lanterns:** A visible and audible signal shall be provided at each hoistway entrance to indicate which car is answering a call; Audible signals shall sound once for the "up" direction and twice for the "down" direction or shall have verbal annunciators that say "up" or "down"; Visible signals shall be mounted with their centerline at least 72" above			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
	the lobby floor; Visual elements must be at least 2 ½" in the smallest dimension;			
4.10.5; 4.30; Fig. 20;	**Raised Characters on Hoistway Entrances:** All elevator hoistway entrances shall have ***raised*** floor designations provided on both jambs; The centerline of the characters shall be 60" from the floor; The characters shall be 2" high;			
4.10.6; Fig. 20;	**Door Protective & Reopening Device:** Elevator doors shall open and close automatically; Elevator doors shall be provided with a reopening device that will stop and reopen a car door and hoistway door automatically if the door becomes obstructed by an object or person;			
4.10.8;	**Door Delay for Car Calls:** The **minimum** time for elevator doors to remain fully open in response to a car call shall be 3 seconds;			
See 4.10.9; Fig. 22	**Floor Plan of Elevator Cars:** Elevator floor areas shall provide space for wheelchair users to enter the car, maneuver within reach of controls and exit from the car; Acceptable door opening and inside dimensions shall be as shown in Fig. 22; Clearance between the car platform sill and the edge of any hoistway landing shall be no greater than 1 ¼";			
See 4.10.10; 4.5;	**Elevator Floor Surfaces:** Elevator floor surfaces shall be firm, stable and slip-resistant;			
4.10.12(3); 4.10.12(4); Fig. 23	**Elevator Call Buttons (Inside Elevator):** Height: All floor buttons shall be no higher than 48", unless there is a substantial increase in cost, in which case the maximum mounting height may be increased to 54" above the			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
	floor; Location: Controls shall be located on a front wall if cars have center opening doors; and at the side wall or at the front wall next to the door if cars have side opening doors (Fig. 23(c) and (d));			
See 4.10.2; Fig. 23; 4.10.12(1); 4.10.12(2); 4.30; Fig. 23(a); 4.10.12(3); 4.10.12(4);	**Elevator Call Buttons (Inside Elevator):** All control buttons shall be at least ¾" in their smallest dimension; they may be raised or flush; All **control buttons shall be designated by raised** standard alphabet characters for letters, Arabic characters for numerals or standard symbols as shown in Fig. 23(a); Raised characters/symbols shall comply with 4.30; The call button for the main entry floor shall be designated by a ***raised star*** at the left of the floor designation (Fig. 23(a)); **All *raised* designations** for control buttons shall be placed immediately to the left of the button to which they apply; Floor buttons shall be provided with visual indicators to show when each call is registered; the visual indicators shall be extinguished when each call is answered;			
4.10.12(3); Figs. 23(a) & 23(b);	**Emergency Controls (Inside Elevator):** Emergency controls, including the emergency alarm and emergency stop, shall be grouped at the bottom of the panel and shall have their centerlines no less than 35" above the floor (Figs. 23(a) and (b));			
4.10.13;	**Car Position Indicators:** In elevator cars, a visual car position indicator shall be provided above the car control panel or over the door to show the position of the elevator in the hoistway;			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
4.10.14; 4.30; 4.27;	**Elevators – Emergency Communications:** If provided, the highest operable part of a 2-way communication system shall be a maximum of 48" from the floor of the car; The 2-way communication system shall be identified by a raised or recessed symbol and lettering complying with Sec. 4.30 and located adjacent to the device; Handset: If the emergency communication system uses a handset, the length of the cord from the panel to the handset shall be at least 29"; If the emergency communication system is located in a closed compartment, the compartment door hardware shall be mounted no less than 15" AFF; Door hardware shall be operable w/ one hand and shall not require tight grasping, pinching, or twisting of the wrist; Emergency Intercommunication System **shall not** require voice communication;			
4.11; 4.11.2; 4.2.4; 4.5; 4.27;	**PLATFORM LIFTS:** If platform lifts are used, they shall comply with Secs. 4.2.4; 4.5; 4.27; and the applicable safety regulations of administrative authorities having jurisdiction; If platform lifts are used, they should facilitate unassisted entry and exit from the lift in compliance with Sec. 4.11.2;			

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Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DRINKING FOUNTAINS/WATER COOLERS:			
	Drinking Fountain Location:			
4.15.5(2); 4.15.5(1); Fig. 27;	Free-standing or built-in units shall have a clear floor space (CFS) at least 30" wide x 48" deep to allow a parallel approach; Wall- and post-mounted units shall have a clear knee space between bottom of apron to the floor at least: 27" high; And, a clear knee space of: 30" wide; and 17" to 19" deep to wall;			
4.15.2;	**Spout Height:** Shall be no higher than 36", measured from the floor or ground surface to the spout outlet;			
4.15.3;	**Spout Location:** Shall be at front of the unit and shall direct water flow in a trajectory that is parallel or nearly parallel to the front of the unit; Spout shall provide a flow of water at least 4" high so as to allow insertion of cup or glass under flow of water;			
4.15.4; 4.27.4;	**Controls:** Shall be front-mounted or side-mounted near the front edge; Shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist;			
4.4.1; Fig. 8(a); Fig. 8(b);	**Protruding Objects:** Objects, like drinking fountains, protruding from walls with their leading edges between 27" – 80" AFF shall protrude no more than 4" into walks, halls, corridors, passageways or aisles;			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DRINKING FOUNTAINS/WATER COOLERS:			
	Objects mounted with their leading edges at or below 27" AFF may protrude any amount;			

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Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	MISCELLANEOUS:			
	Misc. Location:			
4.1.2(16);	**Telephones:** At least one accessible telephone must be provided at each bank of telephones;			
4.31.2;	Clear Floor/Ground Space must be 30" x 48" to allow either forward or parallel approach;			
4.31.3; 4.2.5; 4.2.6;	**Telephone Mount Height:** The highest operable part of phone shall be no higher than: 48" for forward approach; 54" for parallel approach;	_____ _____ _____		
4.1.2(16)(b); 4.31.5;	**Telephone Volume Control:** At least one public telephone must be equipped with volume control;			
4.31.8;	**Telephone Cord Length:** The cord from the telephone to the handset shall be a minimum of 29" long;			
4.31.7; 4.2.5; 4.2.6;	**Telephone Books:** If provided, the highest operable part of the phone book shall be no higher than: 48" for forward approach; 54" for parallel approach;	_____ _____ _____ _____		
4.4.1; Fig. 8(a); Fig. 8(b); 4.31.5;	**Protruding Objects:** Objects, like telephone, drinking fountains, etc., protruding from walls with their leading edges between 27" – 80" AFF shall protrude no more than 4" into walks, halls, corridors, passageways or aisles; Objects mounted with their leading	_____ _____ _____ _____		

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	MISCELLANEOUS:			
	edges at or below 27" AFF may protrude any amount;			
4.33.7;	**Assistive Listening Systems** (public meeting rooms); Assistive Listening System provided? If so, what type(s)? How are these made available?	_____ _____		
Sec. 504 24 CFR Part 8.6;	**Effective Communication:** (1) Provision of qualified sign language interpreters; (2) Provision of documents in an alternate format for individuals with visual disabilities, i.e., Braille, large font, audiocassette, etc. Check for **"Effective Communication Policy"** Inquire about effective communication for: a. applicants; b. residents; c. members of the public;	_____ _____ _____ _____ _____ _____ _____		

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE PARKING:			
	Accessible Parking Location:			
4.6.1; 4.1.1(5)(d);	Where parking is provided for all residents, one accessible parking space shall be provided for each accessible unit;			
4.6.2; 4.6.3; Fig. 9;	Designated accessible parking spaces should be located closest to the nearest accessible entrance, on an accessible route;			
4.6; Fig. 9;	Parking space should be at least 96" wide;	_____		

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE PARKING:			
	Access aisle should be adjacent to parking space and at least 60" wide (note: two designated accessible parking spaces may share a common access aisle); Exception: the **access aisle for a designated van parking space should be at least 96" wide** and should be designated with a sign stating that it is "van accessible";			
4.6.3;	Slope and cross-slope of parking space & access aisle shall be level with surface slopes not exceeding 2% in all directions;			
4.6.4; 4.30.5; 4.1.1(7);	Signage: Parking spaces designated as reserved for persons with disabilities shall be identified by signage depicting the International Symbol of Accessibility; Signage shall be mounted at a height not obscured by a parked vehicle;			
4.7.4; 4.5.1; 4.3.6;	Surface is firm, stable and slip-resistant;			
4.7.2; 4.8.2; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	Curb Ramps: Slope does not exceed 8.33%; At least 36" wide, excluding flared sides; Surface is firm, stable and slip-resistant; If no handrails, flared sides have a slope no greater than 10%;			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
	Accessible Route Location :			
4.3.3; Fig. 7; 4.3.4;	**Minimum clear width** shall be 36" (except at doors); **Passing Space:** If accessible route is less than 60" clear width, then passing spaces at least 60" x 60" shall be located at reasonable intervals not to exceed every 200 feet;			
4.5.1; 4.3.8; 4.5.2;	**Surface**: firm, stable and slip-resistant; Changes in level between ¼" – ½" shall be beveled; Changes in level greater than ½" shall be accomplished by means of a ramp;			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	**Protruding Objects**: Objects protruding from walls with their leading edges between 27"-80" above the finished floor (AFF) shall protrude no more than 4" into walks, halls, corridors, passageways or aisles (Fig. 8(a)); Objects mounted with their leading edges at or below 27" AFF may protrude any amount; Head Room: Walks, halls, corridors, passageways, aisles or other circulation spaces shall have 80" minimum clear head room;			
4.3.7; *See 4.8*	**Slope of route** may not exceed 5%; if slope is greater than 5%; it is a "ramp"			
4.3.7;	**Cross-slope** of route may not exceed 2%;			
4.5.4; Fig. 8(g); Fig. 8(h);	**Grates** set in the direction of the route should be no greater than ½" wide; If gratings have elongated			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
	openings, then they shall be placed so that the long dimension is perpendicular to the dominant direction of travel;			
4.3.2(1);	At least one accessible route, *within* the boundary of the site, shall be provided from public transportation stops, parking, street and/or sidewalks to the accessible building entrance they serve;			
4.7.2; 4.8.2; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	**Curb Ramps:** Slope does not exceed 8.33%; At least 36" wide, excluding flared sides; Surface is firm, stable and slip-resistant; If no handrails, flared sides have a slope no greater than 10%;	_____ _____ _____ _____ _____		

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	Unit/Interior Route Location:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c); Fig. 25(d); Fig. 25(e); Fig. 25(f);	**Maneuvering Space at Door** varies depending on the type of door and how one approaches it for entry **(See Fig. 25);** For most swinging doors **For Front Approach;** on the **pull side**, 18" is needed **to the latch side of the door;** on the **push side**; 12" is needed **to the latch side of the door** if door has a closer & latch; **For Side Approach,** refer to 25(b) and (c); **For Sliding and Folding Doors,** refer to Fig. 25(d), (e) and (f);			
4.13.5;	**Door Width:** a clear opening width of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop;			
4.13.9; 4.13.11;	**Dwelling Door Hardware:** Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand; Must be mounted no higher than 48" above the finished floor (AFF); Interior door pressure should not exceed 5 pounds;			
4.13.8; *See* 4.5.2;	**Thresholds:** No greater than ½" in height with a beveled edge (except exterior sliding doors); No greater than ¾" in height			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	(with a beveled edge) at exterior sliding doors; Raised thresholds and floor level changes at accessible doorways shall be beveled;			
4.5.1; 4.3.8; 4.5.2;	**Floor:** Are floors in all accessible areas firm, stable and slip-resistant? Are changes in level between ¼" and ½" beveled with a slope no greater than 5%?			
4.5.3;	**Carpet:** Is it securely attached? Is it a level, low pile type of carpet with a firm pad or no pad at all?			
	BEDROOM(S)			
4.13.5; 4.34.2(15);	**Bedroom Door:** Minimum width of 32" measured from the face of the door to the opposite stop with the door open 90 degrees; NOTE: (1) In a one-bedroom or studio unit, is the sleeping area accessible and on an accessible route; or (2) In a two or more bedroom unit, are at least 2 bedrooms accessible and on an accessible route;	**Bedroom #1** **Bedroom #2**		
4.13.9; 4.13.11;	**Bedroom Door Hardware:** Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand; Must be mounted no higher than 48" above the finished floor (AFF); Interior door pressure should not exceed 5 pounds;	**Bedroom #1** **Bedroom #2**		
4.13.5; 4.25.2; 4.2.4; 4.25.3; 4.2.5; 4.25.4; 4.27.4;	**Closets:** Doors not requiring full user passage, such as shallow closets, may have the clear opening reduced to 20" minimum; Clear floor space of 30" wide x 48" deep in front of closet;			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	Clothes rods a maximum of 54" from the floor, or adjustable heights; Door Hardware shall: Be operable with one hand; and Not require tight grasping, pinching or twisting of the wrist;			
4.34.2(15)(d) 4.13.8	**Outside Spaces:** If Patios, Terraces, Balconies, Carports, Garages and other "outside spaces" are provided, UFAS requires that: - they be on an accessible route; - threshold at exterior sliding door shall not exceed ¾" in height; - threshold at other types of doors shall not exceed ½" in height; - doorways shall have a minimum clear opening of 32" with the door open 90 degrees;			
	BATHROOMS			
4.34.5;	Located on an accessible route;			
4.13.5; Fig. 24	Doors should have a clear opening width clearance of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop;			
4.13.9; 4.13.11;	**Bathroom Door Hardware:** Hardware should not require tight grasping, twisting or pinching of the wrist to operate; Hardware should be mounted no higher than 48" AFF; Door pressure should not exceed 5 pounds;			
4.34.5.2(2); Fig. 47;	**Water Closet (Toilet)** Toilet seat mounted 15" – 19" AFF measured to top of toilet seat; **Centerline of toilet: Exactly 18" from the closest side wall;**			
4.34.5.2(3); 4.26; Fig. 29;	**Toilet Grab Bars (GBs):** **Back Wall:** GBs mounted 33" to 36" AFF; GBs minimum 36" in length; GBs measuring at least 12" from			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	the centerline of the toilet **in each direction;** **Side Wall:** GBs mounted 33" to 36" AFF; GBs minimum 42" in length; GBs beginning 12" from back wall; GBs should be mounted **exactly** 1 ½" from wall; GBs should have diameter between 1 ¼" to 1 ½";			
4.34.5.2(4); Fig. 47(b);	**Toilet Paper Dispenser:** Highest operable part located within reach at a minimum of 19" AFF;			
4.19; 4.19.2; 4.19.4; 4.22.6; 4.34.5.3(1); Fig. 31;	**Lavatory (Sink):** Mounted with **rim or counter surface** no greater than 34" AFF; Clearance of at least 29" from floor to bottom of apron of sink; Knee clearance shall be 8" minimum; **Pipes under sink must be insulated or wrapped;**			
4.19; 4.22.6; 4.34.5.3(1); 4.27;	**Lavatory (sink) controls:** Operable with one hand; and does not require tight grasping, twisting or pinching of the wrist to operate;			
4.19.3; 4.23.3; Fig. 32;	Clear floor space (CFS) of at least 30" wide x 48" deep in front of lavatory; CFS can extend a maximum 19" underneath the lavatory;			
4.34.5.3(1); 4.22.6; 4.19.6;	**Mirror:** Mounted with bottom edge **of the reflecting surface** no greater than 40" AFF;			
4.34.5.3(3);	**Medicine Cabinet:** Mounted w/ bottom edge of **usable shelf** no greater than 44" AFF;			
4.20.2 & Fig. 33; Fig. 34; 4.34.5.4;	**Bathtubs:** CFS in front of bathtub is: (1) 30" x 60" w/ seat in tub; or (2) 48" x 60" w/ seat in tub; or			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	(3) 30" x 75" w/ seat at head of tub;			
4.34.5.4(5);	**Tub Shower Spray Unit:** Fixed **unit** at various heights or hand-held w/ hose **at least 60" long;**			
4.34.5.4(4); 4.27.4; Fig. 34;	**Controls:** Operable w/ one hand and not require tight grasping or twisting of the wrist; Controls shall be located on wall opposite seat;			
4.34.5.4(3); Fig. 48; Fig. 34; 4.26;	**Tub Grab Bar (GB) Locations:** **<u>With Seat in Tub</u>:** **At foot of tub**, GB at least 24" long w/ controls mounted below GB; Mounted between 33" – 36" AFF; **At "back"/side of tub,** two GBs (one over the other); each a min. 24" in length; Beginning no more than 12" from foot of tub, And no more than 24" from head of tub; The bottom GB is mounted 9" above the top level of tub; And the top GB is mounted between 33" - 36" AFF; **At head of tub,** GB at least 12" long; Mounted between 33" – 36" AFF; **<u>OR</u>** **<u>With seat at head of tub:</u>** **At foot of tub,** GB at least 24" long w/ controls mounted below GB; Mounted between 33" – 36" AFF; **At "back"/side of tub,** two GB (one over the other); each a min. 48" in length;			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	Beginning no more than 12" from foot of tub, And no more than 15" from head of tub; The bottom **GB** is mounted 9" above top level of tub; And the top **GB** is mounted between 33" – 36" AFF;			
4.34.5.4(2); Fig. 33; Fig. 34;	**SHOWER:** **GB Size and Spacing:** Mounted exactly 1 ½" from wall; Diameter between 1 ¼" to 1 ½";			
4.21.4; 4.26; Fig. 37; Fig. 35; 4.34.5.5(3); Fig. 36;	**Shower GB Locations and Sizes:** **<u>In 36" x 36" Unit:</u>** GBs mounted between 33" – 36" above the shower floor; **Back Wall:** 18" long, starting at front of shower; **Control Wall:** No length requirement; **<u>In 30" x 60" Unit:</u>** GBs mounted between 33" – 36" above the shower floor; No GB length requirement for side, back and control wall;			
4.34.5.5(1); Fig. 35(a) or Fig. 35(b);	**Shower Stalls:** Size: 36" x 36"; or Size: 30" x 60" (fits into space required for bathtub);			
4.34.5.5(2); Fig. 35(a); Fig. 35(b); 4.26.3;	**Shower Seat:** **Shall be provided in 36" x 36" stalls;** Must be mounted 17" – 19" from the floor; and Extend the full depth of the stall; and Located on wall opposite the controls; and Mounted securely and shall not slip during use;			
4.34.5.5(5);	**Shower Spray Unit:** Shower spray **unit** with a hose **at least 60" long** that can be used as a fixed shower head at various heights or as a hand-held shower.			
4.34.5.5(4); Fig. 37; 4.21.5;	**Shower Controls:** Located between 38" – 48" above the shower stall floor; Mounted on wall opposite seat; Operable with one hand and does not require any tight grasping,			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	pinching, or twisting of the wrist; **In shower stalls 36" x 36",** all controls, faucets & shower unit shall be mounted on the side wall opposite the seat;			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	KITCHEN			
4.34.6; 4.34.2(13);	On an accessible route;			
4.34.6.1;	**Clearance** between/among all opposing cabinets, counters, appliances or walls must be at least 40" (except with U-shaped kitchens); U-shaped kitchens must have a minimum of 60" clear floor space (CFS);			
4.34.6.1;	**Clear Floor Space** at least 30" wide x 48" deep must be at the following types of appliances: Oven; Range; Cook top; Dishwasher; Refrigerator; Storage facilities; and Counter; Etc.			
4.34.6.4(1); 4.34.6.4(4);	**Kitchen Counters/Work Surfaces:** At least one 30" section of the counter shall provide a work surface; Counter/work surface must be no greater than 34" AFF or shall be adjustable or replaceable to provide alternative heights of 28", 32", and 36"; CFS of 30" wide x 48" deep shall allow a forward approach to the counter/work surface; 19" maximum of the CFS may extend underneath the counter/work surface; Clear knee space must measure a minimum of 30" wide and 19" deep;			
4.34.6.5(8);	**Kitchen Pipes** must be insulated or wrapped;			
4.34.6.5; Fig. 51;	**Kitchen Sinks:** Must be mounted no greater than 34" AFF or shall be adjustable or			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	replaceable to provide alternative heights of 28", 32", and 36"; Sink depth must be no greater than 6 ½"; Sink and counter area must be a minimum of 30" wide; Base cabinets, if provided, under sink shall be removable under the full 30" min. frontage of sink and surrounding counter. Finished flooring shall extend under the counter to the wall;			
4.34.6.7; Fig. 52;	**Kitchen Oven:** Is Oven Self-Cleaning? If not, oven must be located adjacent to an **adjustable** height counter w/ a 30" minimum width clear open space below for knee space; and **Side Opening Ovens** must have a **door latch** next to the open counter space and a pullout shelf under the oven at least as wide as the oven and at least 10" deep; Oven controls shall be located on the front panel (on either side of door); Oven controls can be operated with one hand and not require twisting of the wrist or tight grasping;			
4.34.6.7; 4.27;	**Kitchen Range/Cook-tops:** Controls can be used without reaching across burners; Controls can be operated with one hand and not require tight grasping, pinching or twisting of the wrist; If ovens or cook-tops have knee spaces underneath, then they shall be insulated or otherwise protected on the exposed contact surfaces to prevent burns, abrasions or electrical shock.			
4.34.6.8(2)(a)	**Kitchen Refrigerator:** Is freezer self-defrosting? If not, at least 50% of the freezer of an over/under style refrigerator			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	must be at least 54" AFF;			
4.34.6.8; 4.34.6.3; 4.27;	**Refrigerator Controls:** Can controls be operated w/ one hand and not require tight grasping, pinching, or twisting of the wrist; Parallel approach requires that controls are no higher than 54" AFF;			
4.34.6.2;	**Approach:** Front and parallel approach to refrigerator must have a minimum of 30" x 48" of CFS;			
4.34.6.9; 4.34.6.3; 4.27;	**Dishwasher:** Rack space accessible from front; Controls operable with one hand and not require tight grasping, pinching, or twisting of the wrist to operate;			
4.34.7;	**Washer/Dryer:** If washer/dryer is provided in unit, highest operable part of machine must be no greater than 54" AFF (parallel approach); Must be a minimum 30" x 48" CFS;			
4.34.6.3; 4.27.4;	**Appliance Hardware and Controls:** Must be easy to use and not require tight grasping, pinching or twisting of the wrist to operate;			
4.34.2(9); 4.27; Fig. 4;	**Controls:** There must be a CFS of 30" wide x 48" deep in front of the following types of controls, including: thermostats; heating/air conditioning; light switches; electrical wall outlets; garbage disposal switches, etc. **Forward Approach:** Highest operable part of control no more than 48" AFF; Lowest operable part of control no more than 15" AFF; **OR**			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	Side Approach: Highest operable part of control no more than 54" AFF; Lowest operable part of control no more than 9" AFF; **Exception:** where the use of special equipment dictates otherwise, electrical & communications system receptacles on walls shall be mounted no less than 15" AFF;			
4.34.6.10; 4.25.2; 4.25.3; Fig. 50;	**Kitchen Storage:** 30" x 48" CFS; **Side Approach:** Is storage space between 9" to 54" AFF? **Front Approach:** Is storage space between 15" to 48" AFF? Maximum height shall be 48" for **at least one shelf of all cabinets and storage shelves mounted above work counters;** Door pulls or handles for **wall cabinets** shall be mounted as close to the bottom of cabinet doors as possible; Door pulls or handles for **base cabinets** shall be mounted as close to the top of cabinet doors as possible;			

Facility Name_____ **Date(s) of Review**_____
Address_____ **Suite/Office Number**_____
Telephone_____ **TDD/TTY Number**_____
Name of Reviewer(s)_____

Citation	DWELLING UNIT COMMON SPACES/FACILITIES	Measurements/Comments	N/C Finding *	Picture No. **
	MAILBOXES:			
	Mailbox Location :			
	NOTE: Disabled residents can request the U.S. Postal Service to accommodate their disability by assigning them a mailbox on the bottom row.			
4.3;	Located on an accessible route;			
4.2; 4.1; 4.2.5; 4.2.6;	Clear floor space (CFS) of at least 30" wide x 48" deep; (a) Front approach: mailboxes mounted no greater than 48" above the finished floor (AFF); (b) Parallel approach: mailboxes mounted no greater than 54" AFF;			
4.27.4;	Mailbox can be opened/closed with one hand; Mailbox does not require tight grasping, pinching, or twisting of wrist;			
4.2.3;	If turning clearance is required to exit the mail area, the following must be provided: A 60" diameter of CFS; Or a "T" shaped space in which a 180 degree turn can be made;			

Facility Name_____ **Date(s) of Review**_____
Address_____ **Suite/Office Number**_____
Telephone_____ **TDD/TTY Number**_____
Name of Reviewer(s)_____

Citation	DWELLING UNIT COMMON SPACES/FACILITIES	Measurements/Comments	N/C Finding *	Picture No. **
	LAUNDRY FACILITIES:			
	Laundry Location:			
4.3;	Located on an accessible route;			
4.3.3;	Minimum 36" clear, accessible route;			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c); Fig. 25(d); Fig. 25(e); Fig. 25(f);	**Maneuvering Space at Door** varies depending on the type of door and how one approaches it for entry **(See Fig. 25);** For most swinging doors **For Front Approach;** on the **pull side**, 18" is needed **to the latch side of the door;** on the **push side**; 12" is needed **to the latch side of the door** if door has a closer & latch; **For Side Approach,** refer to 25(b) and (c); **For Sliding and Folding Doors,** refer to Fig. 25(d), (e) and (f);			
4.13.5; Fig. 24;	**Door Width:** a clear opening width of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop;			
4.13.8; *See* 4.5.2;	**Thresholds:** No greater than ½" in height with a beveled edge (except exterior sliding doors); No greater than ¾" in height (with a beveled edge) at exterior sliding doors; Raised thresholds and floor level changes at accessible doorways shall be beveled;			
4.13.11;	**Door Opening Force:** Maximum opening force for interior doors is 5 pounds; NOTE: UFAS presently has no			

Citation	DWELLING UNIT COMMON SPACES/FACILITIES	Measurements/Comments	N/C Finding *	Picture No. **
	LAUNDRY FACILITIES:			
	opening force requirement for exterior doors;			
4.13.9; 4.13.11;	**Accessible Door Hardware:** Must be lever handle or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be opened with one hand; Must be mounted no higher than 48" AFF;			
4.34.7.2;	Minimum of one (1) front-loading washer and dryer;			
4.34.7.3; 4.27.2; 4.2.5; 4.2.6;	Minimum 30" wide x 48" deep CFS to approach machines: (a) Forward approach: highest operable part mounted no greater than 48" AFF; (b) Parallel approach: highest operable part mounted no greater than 54" AFF;			
4.34.7.3; 4.27.4;	Machine Controls: Must be operable with one hand; Must not require tight grasping, pinching, or twisting of the wrist;			
4.2.3;	If turning clearance is required to exit/maneuver in laundry facility, 60" diameter of CFS must be provided;			

Facility Name_____ **Date(s) of Review**_____
Address_____ **Suite/Office Number**_____
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Citation	DWELLING UNIT COMMON SPACES/FACILITIES	Measurements/Comments	N/C Finding *	Picture No. **
	DUMPSTER – PICNIC AREAS – ACCESSIBLE ROUTE:			
	Dumpster – Picnic Area, Etc. Location :			
4.3.2(4); 4.3; 4.2.6;	**UFAS does not have specific requirements regarding Trash Receptacles/Dumpsters, Picnic Areas or Playgrounds. However, UFAS requires that an accessible route shall connect at least one accessible entrance of each accessible dwelling unit with those exterior and interior spaces and facilities that serve the accessible dwelling unit.**			
	Trash Receptacle/Dumpster: Located on accessible route; Reach range to deposit trash in receptacle/dumpster: Forward approach – maximum high reach range shall be 48" AFF; Side approach – maximum high reach range shall be 54" AFF;			
	Picnic Area: Located on an accessible route;			
	Playground: Located on an accessible route;			

Exhibit L

Agreement to Authorize Examination of Records and Adhere to Records Retention Requirements

[see attached]

EXHIBIT L

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

Agreement

To Authorize Examination of Records and Adhere to Records Retention Requirements

The undersigned agrees to the stipulations noted below for all work, materials, and services provided under the **Master Development Agreement (MDA)** dated _____ and/or for all other third-party agreements/contracts for labor, materials, and services related to the work covered by the MDA for the _____ project.

The undersigned shall ensure, and shall require all parties with whom it contracts to ensure, that Miami-Dade County, the Department of Housing and Urban Development, or Comptroller General of the United States, or any of their duly authorized representatives shall, have access to and the right to examine any of the following ***records*** from the awardee, sub-recipient, developer, contractor, subcontractor, suppliers and/or any other entity involved in any capacity in the above-referenced project, for 3 years after final payment under contract. Records shall include, but are not limited to, the following:

> Contracts, sub-contracts, audits, financial books, ledgers, copies of canceled checks (front and back), wire transfer confirmations, payment requests (draws), invoices, receipts, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes, other media storage, pertinent books, documents, papers, or other records—whether physical, electronic, or in any form-- involving transactions related to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The awardee, sub-recipient, developer, contractor, sub-contractor, sub-tier, suppliers and or any other entity involved in any capacity in the above-referenced project shall adhere to the following ***records retention*** requirements:

a) Maintain, and require that its sub-contractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth in the contract documents for this project.
b) The undersigned shall retain such records, and all other documents related to the services and materials furnished for this project, for a period of three (3) years from the completion of the activity or project.

Other information:

a) The County may conduct unannounced visits to offices, satellite offices, work sites, supplier warehouse, etc. of all entities involved in any capacity in the above-referenced project.
b) Pursuant to the contract, there may be additional records requirement not listed in this agreement.

Entity Name: _____ **Employer ID #/FID #:** _____

Full Address (including City, ST and Zip) and Email Address

_____

Signature: _____

Print Name: _____ **Date:** _____

Title: _____

Check one, as applicable:

___ Developer
___ Sub-contractor or sub-tier sub-contractor
___ Prime-Contractor
___ Other (specify) _____

This material is available in an accessible format upon request.

FD/2/31616