

MEMORANDUM

Agenda Item No. 8(K)(1)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

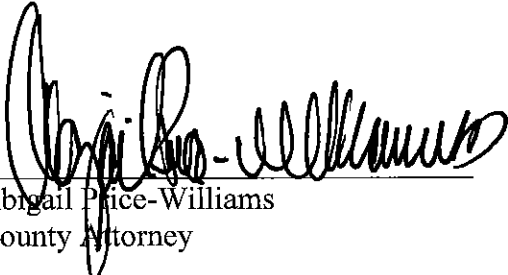
DATE: February 4, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the terms of and authorizing the County Mayor to execute the First Amendment to the Master Development Agreement between Miami-Dade County and RUDG, LLC, a Florida limited liability company, related to the development of the Lincoln Gardens public housing site, and to exercise all provisions contained therein; and in accordance with section 125.35, Florida Statutes and, if applicable, subject to the approval of the United States Department of Housing and Urban Development, authorizing the County Mayor to execute a 75-year ground lease with an annual rental amount equal to \$40,418.00 (increasing annually at four percent) and a one-time capitalized lease payment of \$552,500.00 for a total of \$18,685,282.57 to exercise all provisions contained in the ground lease, and to consent to sub-ground leases

Resolution No. R-108-20

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Chairwoman Audrey M. Edmonson.


Abigail Price-Williams
County Attorney

APW/smm

Memorandum



Date: February 4, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

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

Subject: First Amendment to the Master Development Agreement between Miami-Dade County and RUDG, LLC and Ground Lease Regarding the Development of the Lincoln Gardens Public Housing Development Site

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the terms of and authorize the County Mayor or the County Mayor's designee to execute the First Amendment (First Amendment) to the Master Development Agreement (Agreement) between Miami-Dade County (County) and RUDG, LLC (RUDG), which relates to the development of the Lincoln Gardens public housing site (Lincoln Gardens). It is further recommended that the Board authorize the County Mayor or the County Mayor's designee to exercise all provisions contained therein. Finally, it is recommended that the Board, in accordance with section 125.35, Florida Statutes and subject to the United States Department of Housing and Urban Development's (HUD) approval, authorize the County Mayor or the County Mayor's designee to execute a 75-year ground lease with RUDG or its subsidiary with an annual rental amount equal to \$40,418.00 (increasing annually at four percent) and a one-time capitalized lease payment of \$552,500.00 for a total of \$18,685,282.57, to consent in the County Mayor or the County Mayor's sole discretion to sub-ground lease(s) as provided for in the ground lease, and to exercise all provisions contained therein, including, but not limited to, termination, amendment, and modification provisions.

Scope

The Lincoln Gardens Public Housing site is located within District 3, which is represented by Chairwomen Audrey M. Edmonson.

Fiscal Impact/Funding Source

There is no additional fiscal impact to the County for approving the First Amendment. However, in the event RUDG does not comply with the terms of the Agreement, in addition to having to pay the County liquidated damages that total up to \$3,250,000.00 related to the development of the Liberty Square public housing site, RUDG will also be responsible for paying the County liquidated damages that total up to \$915,000.00 related to the development of the Lincoln Gardens public housing site.

Additionally, RUDG will pay the County \$40,418.00 (increasing annually at four percent) and a one-time capitalized lease payment of \$552,500 for a total of \$18,685,282.57.

Track Record/Monitor

Michael Liu, Director, Public Housing and Community Development Department (PHCD) will monitor this project.

Background

On behalf of the County, PHCD issued a competitive solicitation on May 27, 2015 titled: Request for Applications No. 2015-01 to Developer Pool Pursuant to RFQ No. 794A, No. 794B and No. 794C for Redevelopment of Liberty Square and Lincoln Gardens "Liberty Square Rising" (RFA). On July 6, 2016, the Board adopted Resolution No. R-636-16, which among other things, awarded RUDG the rights to develop Liberty Square and Lincoln Gardens, and authorized the County Mayor or the County Mayor's designee to execute ground leases and the Agreement. The Agreement was executed on September 3, 2016.

Lincoln Gardens is a vacant nine-acre site located at 4701 NW 24 Court, approximately two miles from Liberty Square. As it relates to the development of Lincoln Gardens, the Agreement requires that the Board approve, by a majority vote, the plan for development of the Lincoln Gardens site, which results from the RUDG's participation in the "Community Engagement and Planning Process," as defined in the Agreement. The Agreement also requires that the plan for development shall be contained in a report (the Lincoln Gardens Report), created in consultation with the residents and businesses within the Brownsville area to ensure that the community vision for the redevelopment plan for the Lincoln Gardens site is incorporated to the extent feasible into the final plan. On June 4, 2019, the Board adopted Resolution No. R-595-19, which accepted and approved the Lincoln Gardens Report.

In accordance with the Agreement and the Board's directive set forth in Resolution No. R-595-19, the County Mayor's designee negotiated the needed amendments to the Agreement related to the development of Lincoln Gardens. In addition to technical amendments to the Agreement, the following is a list of the terms negotiated by the County and RUDG, subject to the Board's approval:

1. The total number of units to be developed on the Lincoln Gardens site will be approximately 221 units instead of 240 units. Of these 221 units, 82 units shall be public housing units, 129 affordable and workforce rental units, and 10 affordable, workforce and/or market rate homeownership units;
2. Instead of Liberty Square residents having first right of refusal to the units developed on the Lincoln Gardens site, first right of refusal will be given to the residents of Annie Coleman 14 public housing site;
3. The site plan, renderings and perspectives for the development of the Lincoln Gardens site has been replaced with the Lincoln Gardens Report, which will become a part of the Agreement;
4. An additional community benefits program has been established for the Lincoln Gardens site, which includes among others:
 - (a) A community engagement and planning process;
 - (b) Homebuyers education programs;
 - (c) Small business capacity training;
 - (d) Job training and job placement;
 - (e) Public safety and crime prevention; and

- (f) RUDG will set-aside \$2 million to construct a new community center at Bannerman Park and contribute \$1 million toward Bannerman Park upgrades and improvements as part of its financial package for the family rental phase of the development of Lincoln Gardens. All final costs and contributions must be approved by the construction lender, permanent lender and equity investors prior to financial closing.

In the event RUDG does not meet its obligations under the community benefits program, liquidated damages will be assessed totaling \$915,000.00 (excluding any additional liquidated damages related to Small business hiring and job training).

Finally, although the Board previously authorized the County Mayor or the County Mayor's designee to execute the ground lease related to the development of Lincoln Gardens when the Board adopted Resolution No. R-636-16, the ground lease was never executed because of the Board's directive that no development activity could occur until after the Board approved the Lincoln Gardens Report. In light of the new scope of work for the development of Lincoln Gardens, it is recommended that the Board approve the new ground lease attached to the resolution since it incorporates some of the the recommendations in the Lincoln Gardens Report and the takes into account the changes to the Agreement that are being recommended herein.



Maurice L. Kemp
Deputy Mayor

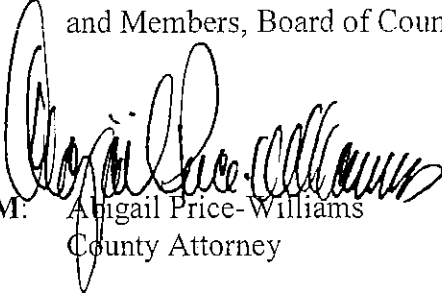


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: February 4, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(K)(1)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(K)(1)
2-4-20

RESOLUTION NO. R-108-20

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND RUDG, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RELATED TO THE DEVELOPMENT OF THE LINCOLN GARDENS PUBLIC HOUSING SITE, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND IN ACCORDANCE WITH SECTION 125.35, FLORIDA STATUTES, AND, IF APPLICABLE, SUBJECT TO THE APPROVAL OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE A 75-YEAR GROUND LEASE WITH AN ANNUAL RENTAL AMOUNT EQUAL TO \$40,418.00 (INCREASING ANNUALLY AT FOUR PERCENT) AND A ONE-TIME CAPITALIZED LEASE PAYMENT OF \$552,500.00 FOR A TOTAL OF \$18,685,282.57, AND TO EXERCISE ALL PROVISIONS CONTAINED IN THE GROUND LEASE, AND TO CONSENT TO SUB-GROUND LEASES

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 recital is incorporated in this resolution and is approved.

Section 2. This Board approves the terms of the First Amendment to the Master Development Agreement between Miami-Dade County and RUDG, LLC ("First Amendment") related to the development of the Lincoln Gardens public housing site ("Lincoln Gardens"), This Board further authorizes the County Mayor or the County Mayor's designee to execute the First

Amendment for and on behalf of Miami-Dade County, in substantially the form attached hereto as Attachment "A" and incorporated herein by reference, subject to the approval of the County Attorney's Office, and to exercise all provisions contained therein.

Section 3. In accordance with section 125.35, Florida Statutes, and, if applicable, subject to the United States Department of Housing and Urban Development's approval, this Board authorizes the County Mayor or the County Mayor's designee to execute a 75-year ground lease with RUDG or its subsidiary, as tenant, with an annual rental amount equal to \$40,418.00 (increasing annually at four percent) and a one-time capitalized lease payment of \$552,500.00 for a total of \$18,685,282.57, in substantially the form attached hereto as Attachment "B" and incorporated herein by reference, for the development of Lincoln Gardens. This Board also authorizes the County Mayor or the County Mayor's designee to exercise all provisions contained in the ground lease, including, but not limited to, termination, amendment, and modification provisions. This Board further authorizes the County Mayor or County Mayor's designee, in their sole discretion, to consent to sub-ground leases, as provided for in the ground lease.

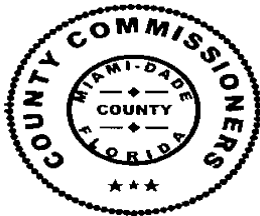
Section 4. This Board directs the County Mayor or County Mayor's designee to provide an executed copy of the ground lease and operating agreement to the Property Appraiser's Office pursuant to Resolution No. R-791-14.

Section 5. This Board directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the ground lease, or memorandum of ground lease, covenants, reversioners and mortgages creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. This 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 **Rebeca Sosa**,
who moved its adoption. The motion was seconded by Commissioner **Xavier L. Suarez**
and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye
Rebeca Sosa, Vice Chairwoman	aye
Esteban L. Bovo, Jr.	absent
Jose "Pepe" Diaz	aye
Eileen Higgins	aye
Joe A. Martinez	aye
Dennis C. Moss	aye
Xavier L. Suarez	aye
Daniella Levine Cava	aye
Sally A. Heyman	aye
Barbara J. Jordan	aye
Jean Monestime	aye
Sen. Javier D. Souto	absent

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of February, 2020. 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

Linda L. Cave
By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "TAS", written over a horizontal line.

Terrence A. Smith

**FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND RUDG, LLC**

This FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND RUDG, LLC FOR LIBERTY SQUARE AND LINCOLN GARDENS ("Amendment"), is entered this ____ day of _____, 2019 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, as amended (the "County") and RUDG, LLC, a Florida Limited Liability Company (the "Developer"), to memorialize certain modifications and clarifications to business terms, conditions, and agreements regarding future redevelopment of Lincoln Gardens, a public housing development in Miami-Dade County (the "Lincoln Gardens Development" or "Phase 1A").

RECITALS

A. The County and the Developer entered into that certain Master Development Agreement (the "Agreement"), executed effective as of September 23, 2016.

B. The County and the Developer previously agreed that prior to the commencement of the Lincoln Gardens Development, the Miami-Dade Board of County Commissioners (the "Board") must approve the plan of development of the Lincoln Gardens Development (the "Lincoln Gardens Report").

C. On June 4, 2019, the Board adopted Resolution No. R-595-19 whereby the Lincoln Gardens Report was accepted and approved.

D. The parties hereto have agreed to modify certain terms contained in the Agreement related to the Lincoln Gardens Development, as set forth below.

E. The County and the Developer wish to amend the Agreement as set forth herein.

F. Capitalized words not otherwise defined herein shall have the definition given to such terms in the Agreement.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. The above recitals are true and correct and are incorporated herein and made a part hereof.

2. Section 3 of the Agreement titled **Development Feasibility and Structure**, subsection (b) titled **Development Overview**, second paragraph is hereby amended to read as follows:

The 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 221 units (or the maximum permitted by applicable zoning requirements), of which 82 units shall be PHA-Assisted Units, 129 affordable and workforce rental units, and 10 affordable, workforce and/or market rate homeownership units at the residential development commonly known as Lincoln Gardens, which Lincoln Gardens Development is currently unimproved land. Notwithstanding the foregoing, under no circumstances shall the PHA-Assisted Units be more than 50% of the total units. All PHA-Assisted Units and affordable and workforce 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**").

3. Section 5 of the Agreement titled **Fees**, subsection (b) titled **Ground Lease and Other Payments** is hereby amended to read as follows:

- (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) \$552,500 for Lincoln Gardens (assuming 221 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.

In addition to the above-described fees, the County will receive a fee (i) in the amount of \$200,000 upon execution of the Ground Lease for Lincoln Gardens and (ii) in the amount of \$400,000 upon the execution of the Ground Lease 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.

4. Section 7 of the Agreement titled **Property Management Responsibilities**, subsection (b)(i) titled **Admissions Policies**, is hereby amended to read 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 Annie Coleman 14 shall have the right of first refusal to occupy the PHA-Assisted Units at Lincoln Gardens, at their sole discretion.

5. Section 8 of the Agreement titled **Termination**, subsection (g) titled **Automatic Termination** is hereby amended to read as follows:

- (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 at least one (1) Liberty Square Phase 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 Liberty Square within sixty (60) months after execution of this Agreement.

3. The Developer is unable to secure funding and financing consistent with the approved Lincoln Gardens Report with terms and conditions (including payments to the County) acceptable to the County within twenty-four (24) months of the execution of the ground lease.

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.

6. Section 9 of the Agreement titled **Event of Default**, subsection (d), is hereby amended to read as follows:

The Developer agrees to comply fully with its obligations to provide the Community Benefits Program. The parties understand and agree that the damages to the County, the community, and the public resulting from the Developer's failure to provide the Community Benefits Program may not be subject to exact calculation. For this reason, the parties have agreed to require the Developer to pay the County Liquidated Damages, which shall be due and payable at project completion, for any such failure which is impossible to quantify with accuracy. In the event the Developer fails to provide any material portion of any item of the Community Benefits Programs then the Developer shall be liable to the County for Liquidated Damages. To the extent not specifically identified in Section 9(e) below, the amount of Liquidated Damages for each of the Community Benefits Program shall be as set forth in Exhibits A and A-1 of this Agreement. The parties agree that Liquidated Damages shall not be used by the Developer as a defense against any claim by the County for specific performance where the same is available to the County by law.

7. The Agreement is hereby amended to add Exhibit A-1, attached hereto and incorporated herein by reference.

8. Exhibit C-1 of the Agreement titled **Site Plan, Renderings and Perspectives** is hereby deleted in its entirety and replaced with Exhibit C-1 titled **Lincoln Gardens Report**, attached hereto and incorporated herein by reference.

9. This Amendment and the parties' obligations hereunder are contingent upon the final approval of this Amendment by the Board, which shall be within the Board's sole discretion. If the Board, in its sole discretion, does not approve of the Amendment, this Amendment shall be null and void.

10. The Effective Date of this Agreement shall be the date upon which the Mayor or the Mayor's designee executes same.

11. All the terms, conditions, and warranties contained in the Agreement, which are not amended by this Amendment are hereby reaffirmed and shall continue in full force and effect.

12. This Amendment and the Agreement together contain the entire understanding between the parties hereto and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof or thereof. Any promises, representations, warranties or guarantees not herein or therein contained and hereinafter made shall have no force and effect unless in writing, and executed by the party or parties making such representations, warranties or guarantees. Any conflict between this Amendment and the Agreement shall be resolved in favor of this Amendment.

13. This Amendment shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. The parties agree that any dispute arising out of, or associated with, this Amendment shall be litigated in and only in federal or state courts located in Miami-Dade County, Florida.

14. This Amendment may be executed in counterparts and by facsimile, each of which signatures shall be deemed an original signature and constitute one and the same agreement.

15. All of the other covenants, terms and conditions of the Agreement shall remain the same and in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed this _____ day of _____, 2019.

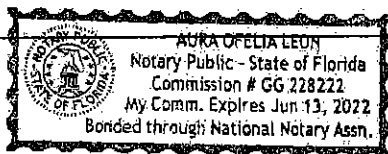
RUDG, LLC

By: *Alberto Milo, Jr.*
Name: Alberto Milo, Jr.
Title: President
Date: 11/8/19

Attest: *[Signature]*
Authorized Person OR Notary
Public

Print
Name: Albert Milo
Title: President
Date: 11/8/19

Corporate Seal OR Notary Seal/Stamp



MIAMI-DADE COUNTY

By: _____
Name: _____
Title: Deputy Mayor
Date: _____

Attest: HARVEY RUVIN, Clerk
Board of County
Commissioners

By: _____
Name: _____
Deputy Clerk
Date: _____

Approved for form and legal
sufficiency:

Terrence A. Smith
Assistant County Attorney

Exhibit A-1

Community Benefits Program
Lincoln Gardens

Exhibit A-1

Community Benefits Program

Lincoln Gardens

The Total Potential Liquidated Damages for Lincoln Gardens is \$915,000 as set forth below:**

Community Engagement & Planning Process Liquidated Damages is \$25,000 Per Each Occurrence As Set Forth Below:

- Developer will establish a website to provide the community with information and updates regarding the redevelopment plan.
- Developer will maintain the structure of the Annie Coleman 14 Resident Council

Community Engagement & Planning Process: Liquidated Damages is \$60,000 Per Each Occurrence As Set Forth Below:

- Developer will partner with Kareem T. Brantley, who will receive 5% of the developer fee received by Developer.

Mixed-Income Homeownership: Liquidated Damages Is \$15,000 Per Each Occurrence As Set Forth Below:

- Developer will establish a first-time homebuyer education program in coordination with a HUD approved home education agency.
- Developer will establish credit repair and financial literacy programs with One United Bank to provide first-time homebuyer mortgages.
- Developer will construct approximately 10 affordable, workforce, and or market rate homeownership units at the Lincoln Gardens site, subject to market conditions.

Small Business Capacity Building: Liquidated Damages is \$5,000 Per Each Occurrence As Set Forth Below:

- Developer has created a specialized small business program for contractors participating in construction activities.

Job Training & Job Placement: Liquidated Damages Is \$25,000 Per Each Occurrence As Set Forth Below:

- Developer will partner with Employ Miami-Dade, Career Source of South Florida, Miami-Dade County Public Schools, the Urban Construction Craft Academy, Miami-Dade College to provide apprenticeship training programs and job training programs to the residents of Annie Coleman 14 and the 33142 zip code, including ex-offenders, providing a first right of refusal to the following census tracts: 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 18. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1
- Developer will partner with the Miami-Dade Public Defender or State Attorney to assist ex-offenders with expunging their criminal records to allow for reentry into the workplace

Amenities: Liquidated Damages Is \$200,000 Per Each Occurrence As Set Forth Below:

- Developer will build a new approx. 2,500 sq. ft. community center with free Wi-Fi on the Lincoln Gardens site to provide space for community.
- Developer will provide approx.. 2,500 sq.ft. of activity space within the Elderly building, separate from the aforementioned 2,500 sq.ft. community space.

- Developer will set-aside \$2 Million to construct a new community center at Bannerman Park and contribute \$1 Million toward Bannerman Park upgrades and improvements as part of its financial package for the Family rental phase of the development. All final costs and contributions must be approved by the construction lender, permanent lender and equity investors prior to Financial Closing.

Public Safety & Crime Prevention: Liquidated Damages Is \$25,000 Per Each Occurrence As Set Forth Below:

- Developer will coordinate with resident leaders 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.
- Developer will work closely with the Miami-Dade County Police Department during the design process to incorporate Crime Prevention Through Environmental Design concepts.

Smart Growth Development: Liquidated Damages Is \$15,000 Per Each Occurrence As Set Forth Below:

- Developer will design a sustainable development using Smart Growth Development principles incorporating many green construction features which includes a walkable development with accessible public transportation options.
- Developer shall cooperate with the County, and any other applicable government entities, to implement a shuttle service for use by residents of Lincoln Gardens.

Small Business Hiring:

- Developer has committed to providing a minimum 50% of the value of the construction contracts to Section 3, SBE, MBE, and WBE firms.

Job Training & Job Placement:

- Developer has committed to provide 20% of the construction jobs created for Section 3 eligible residents and residents of zip code 33142, providing a first right of refusal to the following census tracts: 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1
- Developer has committed to provide 75% of the permanent jobs created for Section 3 eligible residents and residents of zip code 33142, providing a first right of refusal to the following census tracts: 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1

** The total Liquidated Damages of \$915,000 does not include those additional Liquidated Damages related to Small Business Hiring and Job Training

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.

16A

Exhibit C-1

Lincoln Gardens Report

- EXHIBIT C-1 -



Memo

To: Miami-Dade Board of County Commissioners
From: Albert Milo
Thru: Public Housing and Community Development Department
Date: December 14, 2018
Re: The Lincoln Gardens Report

At the direction of the Miami-Dade Board of County Commissioners according to the Master Development Agreement approved pursuant to Resolution R-636-16, Related Urban Development Group (RUDG) and Public Housing and Community Development (PHCD) conducted nearly two years of community engagement with the residents of Annie Colman 14 and the Brownsville community which culminated the attached development plan for Lincoln Gardens. As per the Master Development Agreement, the plan for development has been created in consultation with the residents and stakeholders within the Brownsville area "to ensure that the community vision for the redevelopment plan for the Lincoln Gardens Development is incorporated to the extent feasible into the final plan."¹ RUDG, in partnership with PHCD, held ten community engagement meetings with the residents of Annie Coleman 14, Brownsville Civic Neighborhood Association (BCNA), and the larger Brownsville community, to gather input and suggestions for the proposed development.

Lincoln Gardens Community Engagement meetings held included:

- **October 26, 2016 at Bannerman Park 6:00PM**
 - Topics: First Right of Refusal for Annie Coleman 14 Residents, Site Security, Local Contracting, Davis Bacon vs. Responsible Wages, Local Hiring Goals
- **February 13, 2017 at Bannerman Park 6:00 PM**
 - Topics: Community Safety, Unit Mix, Small Business Mentorship Programs

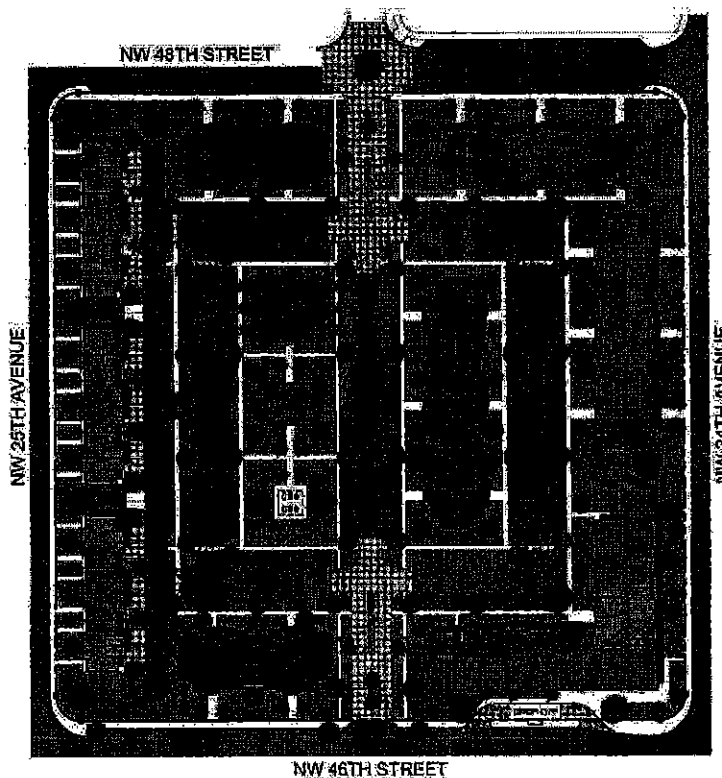
¹ Resolution R-636-16 - Recommendation for Approval to Award RUDG, LLC as Developer of Liberty Square and Lincoln Gardens in Response to Request for Applications No. 2015-01, Execution of Ground Leases and Master Development Agreement (2016)

- **June 26, 2017 at Bannerman Park 6:00PM**
 - Topics: Building Design, Site Amenities, Bannerman Park Upgrades
- **November 27, 2017 at Brownsville Middle School 6:00 PM**
 - Topics: Building Design, Site Amenities, Bannerman Park Upgrades and Programming, Community Outreach Efforts
- **January 29, 2018 at Brownsville Middle School 6:00 PM**
 - Topics: Site Plan, Zoning, Exterior Design, Unit Design, Unit Amenities, Project Phasing
- **February 26, 2018 at Brownsville Middle School 6:00 PM**
 - Topics: Pedestrian and Vehicle Access, Community Amenities, Internet Connectivity, Crime Prevention Through Environmental Design, Crime Watch, Law Enforcement Interaction
- **March 26, 2018 at Brownsville Middle School 6:00 PM**
 - Topics: Small Business Development, Small Business Contracting, Resident Training, Resident Hiring
- **May 17, 2018 at Bannerman Park 6:00 PM**
 - Topics: Community Benefits Program Comparison, Community Center Design, Bannerman Park Improvements, and Community Request/ Proposals
- **July 9, 2018 at Bannerman Park 6:00 PM**
 - Topics: Amended Community Benefits Program Proposal-BCNA
- **October 22, 2018 at Bannerman Park 6:00PM**
 - Topics: RUDG Responses to BNCA Proposed Community Benefits Program

Contained herein and attached is an overview of the Lincoln Gardens development plan, community benefits program, the community engagement process, and additional information provided to the Brownsville community in the planning of Lincoln Gardens.

A. The Development Plan

The redeveloped Lincoln Gardens site shall be a mixed-finance development, consisting of 217 residential units ranging from 1 to 4 bedrooms on the currently vacant 9-acre site located at 4701 NW 24 Court. Of the total 217 dwelling units, 82 units shall be public housing (subject to HUD PHA requirements), 64 units shall be affordable and workforce housing units, and 75 shall be for seniors; all of which will be operated and maintained as qualified Low-Income Tax Credit Units. The development plan also provides for the construction of 10 market-rate units for homeownership, a 2,500 sqft. centrally located community center, a pocket park, playground, 328 required off-road parking spaces, and an additional 50 roadside parking spaces. Related Urban Development Group has also agreed to provide \$2 Million for a community center at Marva Bannerman Park and set aside an additional \$1 Million for park improvements. The development incorporates Crime Prevention Through Environmental Design (CPTED) principles, consisting of natural surveillance, natural access control, vandalism resistant materials, strong pedestrian connections between building and spaces, and appropriate emergency systems.



TOTAL NEW UNITS	
IN REDEVELOPMENT.....	217
• TOTAL NEW PUBLIC HOUSING UNITS(38%)	
HUD Required Public Housing Units	82
Multifamily Units	68
Senior Units	14
• TOTAL NEW NON-PUBLIC HOUSING UNITS (62%)	
Affordable/ Workforce Units	64
Home-Ownership Units	10
Senior Affordable Housing Units	61

Building Types

Garden Style Apartments – Total Units 132

Building Type A Total Units 36

Building Type B Total Units 60

Building Type C Total Units 36

- Public Housing Units 68 (51%)
 - 2 Bedrooms/ 1 Bath Units...14
 - 3 Bedrooms/ 2 Bath Units...30
 - 4 Bedrooms/ 2 Bathroom...24
- Affordable/ Workforce Unit 64 (49%)
 - 2 Bedrooms/ 1 Bath Units...58
 - 3 Bedrooms/ 2 Bath Units.....6

Townhouses – Total Units 10

Building Type D Total Units 10

- Home-Ownership Housing Units 10 (5%)
 - 3 Bedroom / 2.5 Bath Units 10

Senior Apartments – Total Units 75

Building Type E Total Units 75

- Senior Housing Units 75 (35%)
 - Public Housing 1 Bedroom/ 1 Bath Units.....14
 - Affordable/ Workforce 1 Bedroom/ 1 Bath Units...61

Parking

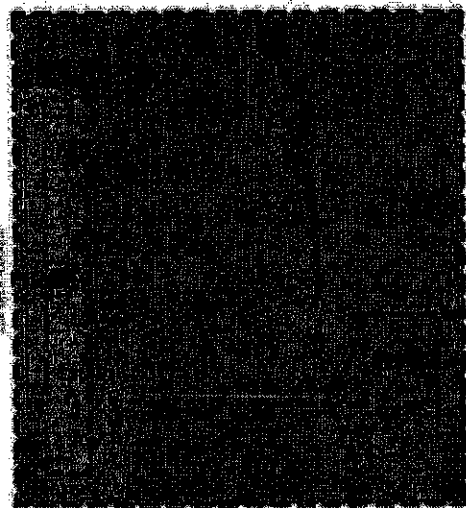
• Required Off-Street Parking Spaces 324

• Provided Off-Street Parking Spaces 328

• Additional On-Street Parking Spaces 50

B. Phasing Plan

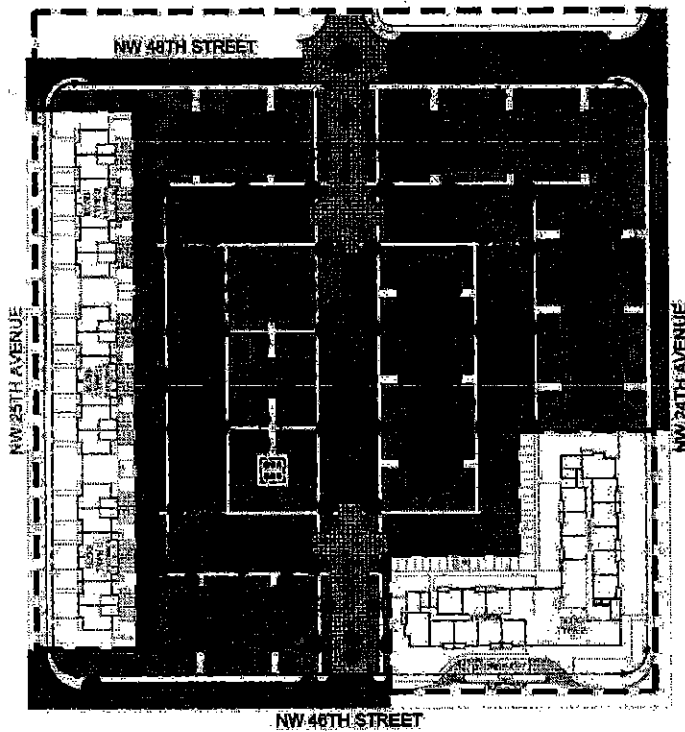
The new Lincoln Gardens development plan calls for a multi-phased approach, beginning with the construction of the 132 garden style apartments, which shall be public, affordable, and workforce housing units. In addition, Phase 1 will include the on-site community center, a new community center, and \$1Million of upgrades at Marva Bannerman Park. The prioritization of the new garden style apartments will allow for the timely transfer into these units of 82 public housing families, who reside in the public housing development named 'Annie Coleman #14' and in that part of Annie Coleman #14 which is directly across the street from the Lincoln Gardens site. (Note: The number of public housing units to be included in Lincoln Gardens was determined by HUD.) The subsequent phases, 2 & 3, will be for the construction of the 10 townhomes for ownership and the senior affordable units respectively.



Phasing

Phase 1	
Garden Style Apartments – Total Units	132
Workforce Type A Total Units	36
Workforce Type B Total Units	60
Public Type C Total Units	36
Phase 2	
Townhouses – Total Units	10
Ownership Type D Total Units	10
Phase 3	
Senior Apartments – Total Units	75
Affordable Type E Total Units	75
Total Number of Units	217

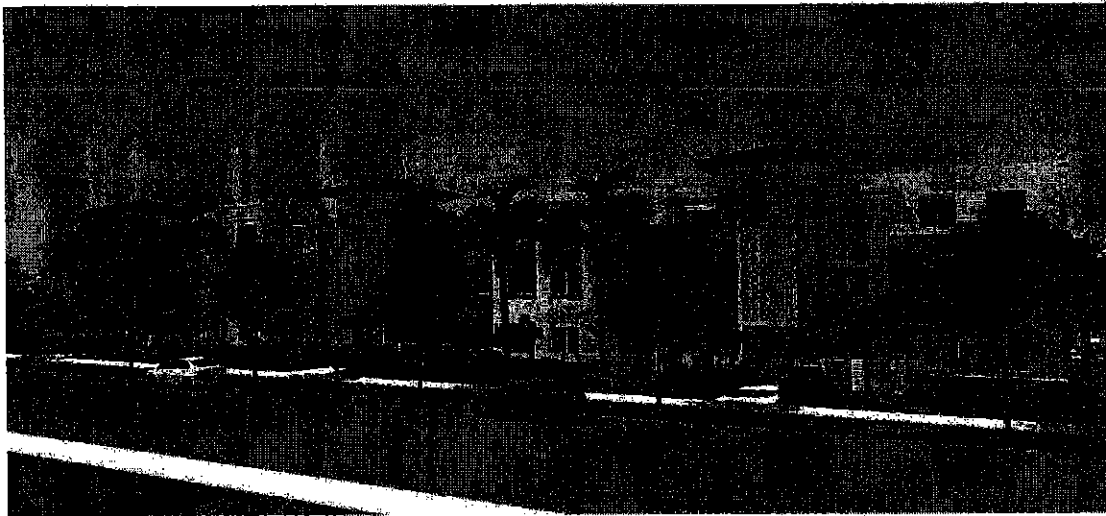
Phase I.



Garden Style Apartments

Total Units.....132

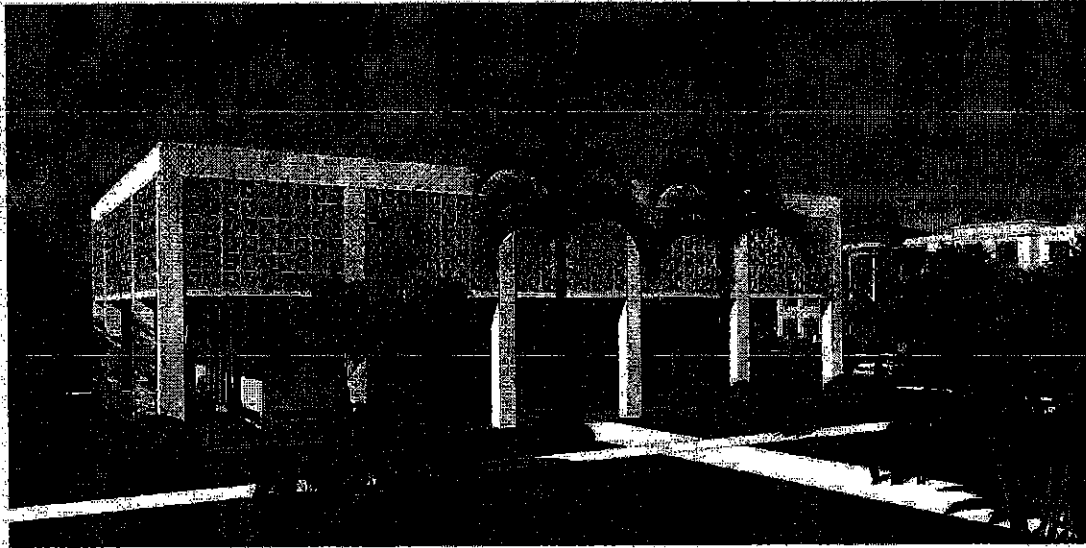
- Public Housing Units..... 68
 - 2 Bedrooms/ 1 Bath Units... 14
 - 3 Bedrooms/ 2 Bath Units.....30
 - 4 Bedrooms/ 2 Bathroom... 24
- Affordable/ Workforce Unit.....64
 - 2 Bedrooms/ 1 Bath Units... 58
 - 3 Bedrooms/ 2 Bath Units.....6



PHASE I: GARDEN STYLE APARTMENTS
CONCEPTUAL RENDERING
 PUBLIC, AFFORDABLE & WORKFORCE HOUSING

LEON GARCIA
 Architect

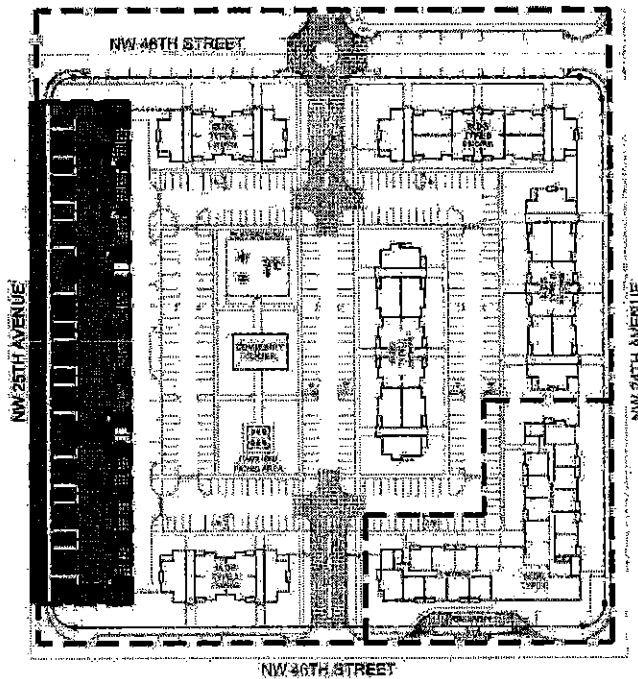
Phase I Continued



~2,500 Square Feet



Phase II.



Townhouses

Total Units... 10

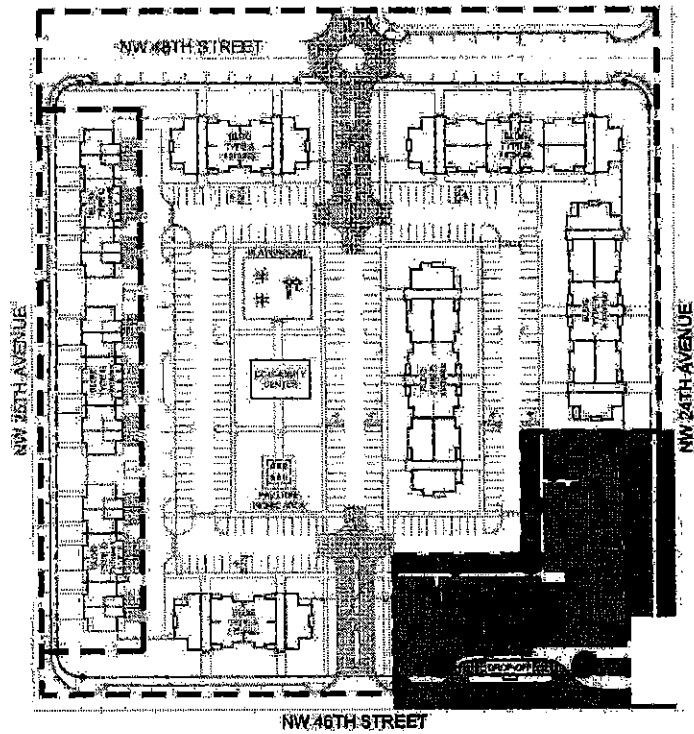
- Home-ownership Units 10
- 3 Bedrooms/ 2.5 Bath Units 10



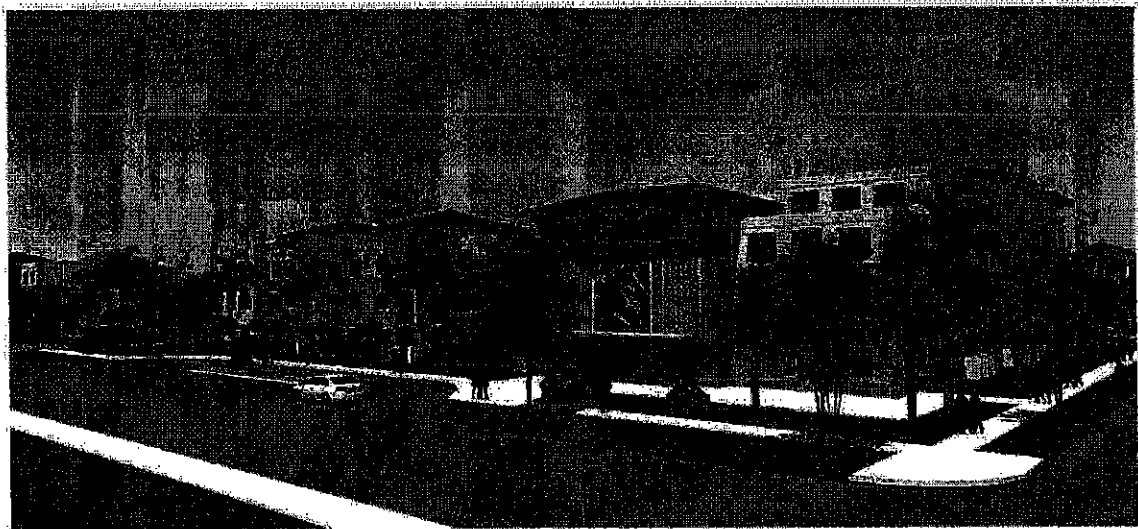
**PHASE 2: TOWNHOUSES
CONCEPTUAL RENDERING
HOME-OWNERSHIP HOUSING**

*1000 NW 46th Ave
Miami, Florida*

Phase III



Senior Apartments	
Total Units	75
• Senior Housing Units	75
○ Public Housing 1 Bedroom/ 1 Bath Units	14
○ Affordable/ Workforce 1 Bedroom/ 1 Bath Units	61



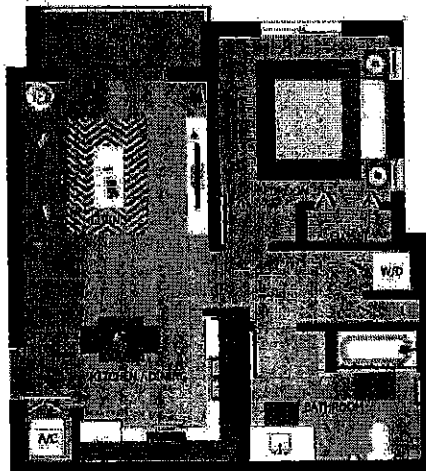
PHASE 3: SENIOR APARTMENTS
CONCEPTUAL RENDERING
 SENIOR HOUSING

Little City Gardens
 Architects, Inc.

C. Unit Mix and Amenities

Lincoln Gardens shall be a mix of 1-4-bedroom units ranging from approximately 559-1156 sq. ft. Each unit will be equipped with energy Star appliances, washer and dryer, 30-gallon electrical water heater, and central air conditioning with programmable thermostat. Units will also include new kitchen cabinets, granite or comparable countertops, double-bowl kitchen sink and dishwasher, compact windows and doors, window treatment for all windows, balconies, and wi-fi access.

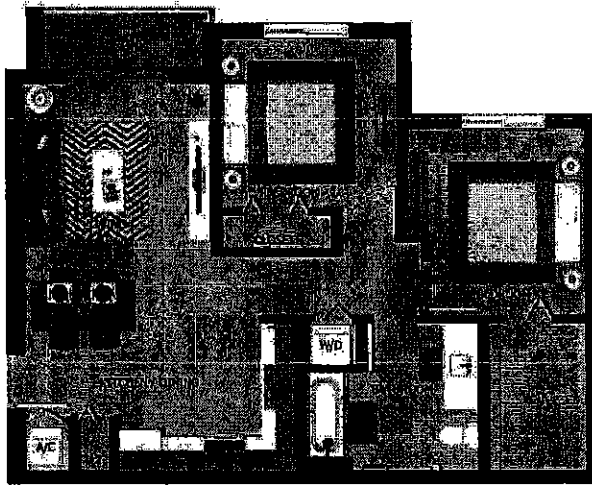
1 Bedroom/ 1 Bath Unit



± 559 Square Feet

TYPICAL 1 BEDROOM / 1 BATH UNIT
CONCEPTUAL RENDERING
GARDEN STYLE & SENIOR APARTMENTS

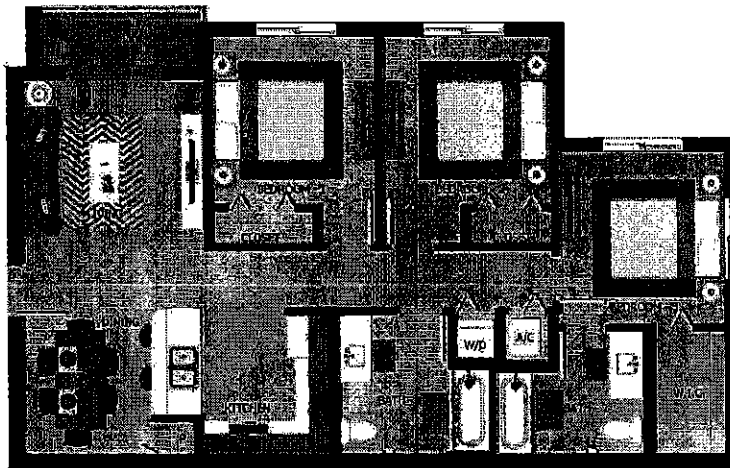
2 Bedroom/ 1 Bath Unit



~/- 764 Square Feet

TYPICAL 2 BEDROOM / 1 BATH UNIT
CONCEPTUAL RENDERING
GARDEN STYLE & SENIOR APARTMENTS

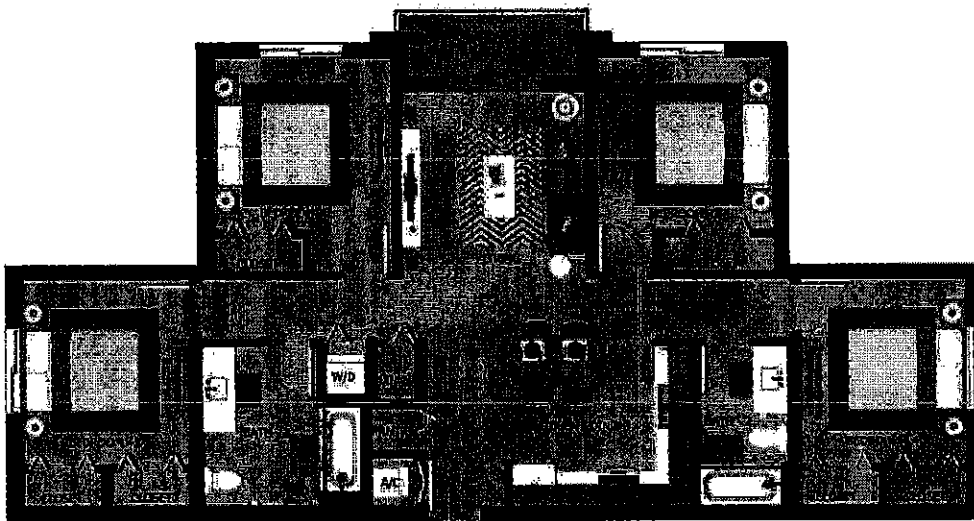
3 Bedroom/ 2 Bath Unit



~/- 999 Square Feet

TYPICAL 3 BEDROOM / 2 BATH INTERIOR UNIT
CONCEPTUAL RENDERING
GARDEN STYLE APARTMENTS

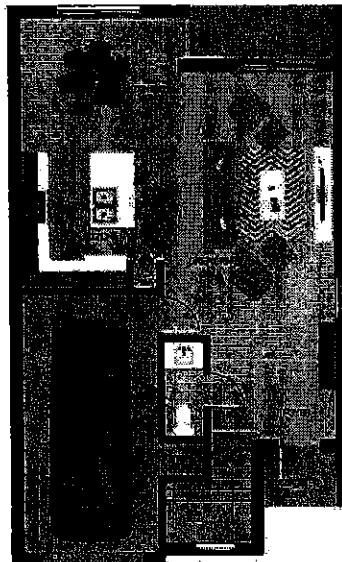
4 Bedroom/ 2 Bath Unit



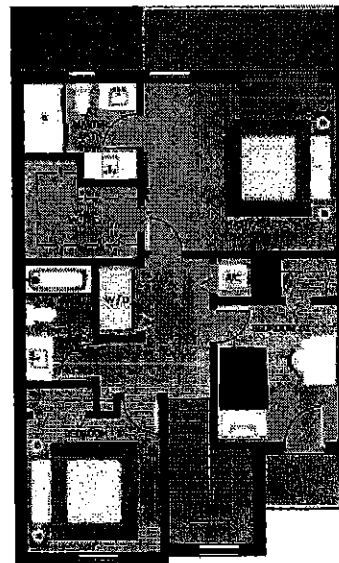
4/-1,156 Square Feet



3 Bedroom/ 2.5 Bath Townhome Unit



1st Floor



2nd Floor

4/-1,550 Square Feet



Living Room Rendering



Dining Room/ Kitchen Rendering



Bedroom Rendering



TYPICAL BEDROOM
CONCEPTUAL RENDERING

LINCOLN GARDENS
Miami, Florida

D. Lincoln Gardens Community Benefits Program

Below is the Community Benefits Program (CBP) for Lincoln Gardens proposed by Related Urban Development Group. RUDG shared its first draft of the benefits program during the May 2018 meeting with Brownsville residents. Subsequently, BCNA proposed an alternative plan inclusive of the original CBP with additional amenities, hiring and job training deliverables, and desired social services for the Brownsville area. The BCNA proposed plan was thoroughly reviewed and discussed during the July and October 2018 community engagement meetings, with substantial input from Vice-Chairwoman Audrey Edmonson. The final program, outlined below, is the product of a joint effort of RUDG, PHCD, The Office of Vice-Chairwoman Audrey Edmonson, and the community, based on the feasibility of the proposed and requested amenities and services.

- 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 Annie Coleman 14 Resident Council.
- Developer will partner with Kareem T. Brantley, who will receive 5% of the developer fee received by Developer.
- Developer will establish a first-time homebuyer education program with a HUD approved home education agency.
- Developer will establish credit repair and financial literacy programs with One United Bank to provide first-time homebuyer mortgages.
- Developer will construct approximately 10 affordable, workforce, and market rate homeownership units at the Lincoln Gardens site.
- Developer will create a specialized small business program for contractors participating in construction activities.
- Developer will partner with Miami-Dade County Public Schools and Urban Construction Craft Academy to provide apprenticeship training programs to the residents of Annie Coleman 14 and

the 33142-zip code, including ex-offenders, providing a first right of refusal to the following census tracts:

1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1
8. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1
14. 15.02, 2 15. 15.02, 1

- Developer will partner with the Miami-Dade Public Defender to assist ex-offenders with expunging their criminal records to allow for reentry into the workplace.
- Developer will partner with Miami Dade College to provide numerous job training certificate and degree programs for residents residing in zip code 33142, providing a first right of refusal to the following census tracts:
1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6
9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1
- 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 33142 zip code, providing a first right of refusal to the following census tracts:
1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6
9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1
- Developer shall establish and fund two (2) voluntary scholarship funds in the total amount of \$50,000.00 per Phase of the Development for residents of public housing in the Liberty City and Brownsville areas (the "Liberty Square Public Housing Student Scholarship Fund" and the "Brownsville Public Housing Student Scholarship Fund"), with half of such total amount due and payable upon Financial Closing for such Phase and the balance due and payable upon construction completion of such Phase. Developer shall further contribute a total of \$25,000.00 per year to the Liberty Square Public Housing Student Scholarship Fund and the Brownsville Public Housing Student Scholarship Fund (to be apportioned between such funds based upon the pro rata share of public housing units located in each respective community) for fifteen (15) years for an additional total of \$375,000.00. The first such additional installment shall be paid upon the first anniversary of the construction completion of the first phase constructed. The Liberty Square Public Housing Student Scholarship Fund and the Brownsville Public Housing Student Scholarship Fund will be allocated to students attending, or who will attend, a college or university of their choice.

- Developer will build a new approx. 2,500 sq. ft. community center w/ free Wi-Fi on the Lincoln Gardens site to provide space for community driven programming.
- Developer will provide approx. 2,500 sq. ft. of activity space within the Elderly building, separate from the aforementioned 2,500 sq. ft. community space.
- Developer will set-aside \$2 Million to construct new community center at Bannerman Park and contribute \$1 Million toward Bannerman Park upgrades and improvements.
- Developer will invest in infrastructure to provide free Wi-Fi access to all Lincoln Gardens residents to help close the "digital divide".
- Developer will work closely with resident leaders 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.
- Developer will work closely with the Miami-Dade County Police Department during the design process to incorporate Crime Prevention thru Environmental Design concepts.
- Developer will design the development using the Smart Growth Development principles.
- Developer will create a walkable development with accessible public transportation options.
- Developer shall cooperate with the County, and any other applicable government entities, to implement a shuttle service for use by residents of Lincoln Gardens.
- Developer will design and build a sustainable development with many green construction features.
- Developer will partner with Miami-Dade County Art in Public Places, to design and create art within the Lincoln Gardens site.

- Developer will work closely with Miami-Dade County to implement the infrastructure improvements along perimeter of property (NW 48 Street between 24 Ave and 25 Ave)
- Developer will establish credit repair and financial literacy programs with One United Bank.
- Developer has committed to providing a minimum 50% of the value of the construction contracts to Section 3, SBE, MBE, and WBE firms.
- Developer has committed to provide 20% of the construction jobs created for section 3-eligible residents and residents of zip code 33142, providing a first right of refusal to the following census tracts:
 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6
 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1
- Developer has committed to provide 75% of the permanent jobs created for Section 3-eligible residents and residents of zip code 33142, providing a first right of refusal to the following census tracts:
 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6
 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1
- Developer will post information and hold developer office hours to provide updated details on the redevelopment plans, receive comments and feedback, publish job listing, and conduct homeownership workshops.

E. Additional Project Information

The Lincoln Gardens webpage was created to disseminate project information to Brownsville residents and stakeholders interested in learning more about the proposed development. Visitors can review project development plans, the proposed community benefits program, and community engagement meeting minutes; as well as submit inquiries and sign-up for potential contracting opportunities. In addition, the developer has hosted weekly office hours to field questions regarding the project at Annie Coleman 14 in Brownsville near the project site during the hours of 12-1 P.M. and 5-6:30 P.M. on Thursday, November 8, 15, 29, and December 6th. Upon commencement of construction, RUDG will host regular office hours and produce quarterly community newsletters with project updates and pertinent information.

Project Webpage: www.TheNewLincolnGardens.com



F. Development Financing

Below are the proposed financing models for the three phases of the Lincoln Gardens. For financing purposes, some components of the original development plan were amended to ensure project feasibility. RUDG maintains its commitment to the development of AT LEAST 216 public, affordable, workforce, and senior housing units at the Brownsville site. However, unit configuration was amended to increase likelihood of successfully securing LIHTC awards and additional financing.

• Phase I

- 132 Garden Style Apartments (Public Housing, Affordable, & Workforce units)
- On-Site Community Center
- Bannerman Park Upgrades and Community Center

Lincoln Gardens Family

EXECUTIVE SUMMARY

Address NW 46th St & NW 25th Ave Miami,
FL
Total Units 132

SOURCES	Construction Source of Funds	Per Unit	Permanent Source of Funds	Per Unit
Tax Credit Equity:	4,512,680	34,187	15,042,267	113,957
Bonds	24,500,000	185,606	14,700,000	111,364
Hope VI Funds	4,063,472	30,784	4,063,472	30,784
County GOB	2,790,426	21,140	2,790,426	21,140
Deferred Developer Fee:	3,552,821	26,915	2,823,234	21,388
TOTAL	39,419,399	298,632	39,419,399	298,632

USES	Total	Per Unit
------	-------	----------

Acquisition

Acquisition Costs 330,000 2,500

Construction

Residential Construction 15,840,000 120,000

Community Center 500,000 3,788

Comm. Svc. Facility / Bannerman 3,000,000 22,727

Parking/Site Work/Utilities		2,000,000	15,152
GC Fees	14%	2,987,600	22,633
Hard Cost Contingency	5%	<u>1,216,380</u>	9,215
Total Construction		25,543,980	193,515

Soft Costs

Accountant Cost Cert:		50,000	
Third party (appraisal, inspections, survey etc.)		67,500	
Environmental		25,000	
Architectural & Engineering		635,000	
Tenant Relocation		205,000	
Other Project Soft Costs		2,216,065	
Developer Legal Costs		150,000	
Financing Costs - Issuance & Origination		1,193,960	
Financing Legal Costs		320,935	
Equity Syndication Costs		329,762	
Replacement Reserve:		39,600	
Lease Up Reserve		129,897	
Operating Deficit Reserve		859,099	
Debt Reserve:		1,267,875	
Soft Cost Contingency	5%	<u>294,813</u>	
Soft Costs		7,784,505	58,974
TOTAL COSTS before Developer Fee		33,658,485	254,989
Developer Fee		5,760,914	43,643
TOTAL COSTS		<u>39,419,399</u>	<u>298,632</u>

- **Phase II**

- 10 Market-rate Townhomes for Ownership

Lincoln Gardens Homeownership

Development Assumptions		
# of Townhomes		10
Townhome Square Footage		1,400
Total Townhome Square Footage		14,000
Hard Cost PSF		\$90
Townhome Parking Spaces		20
Parking Cost Per Space		\$5,000
Townhome Sales Price		\$215,000
Soft Costs (% of Hard Costs)		25%
Profit Analysis		
<u>Costs</u>		
Capitalized Lease Payment		\$25,000
Parking Costs		100,000
Construction Costs		1,260,000
Soft Costs		315,000
Hard Cost Contingency	5%	68,000
Soft Cost Contingency	5%	15,750
Total Cost		\$1,783,750
<u>Revenues</u>		
Residential Sales Revenues		\$2,150,000
CHDO Home Buyer Counseling Fee	300	3,000
Real Estate Commissions	2.5%	53,750
Seller Paid Closing Costs / Prorations	1.5%	32,250
Net Sales Proceeds		\$2,061,000
Total Townhome Profits		\$277,250

*CHDO = Community Housing Development Organization

- **Phase III-9% LIHTC**
 - 75 Elderly Housing Units

Lincoln Gardens Elderly

EXECUTIVE SUMMARY

Address 2400 NW 46th St Miami, FL
 Total Units 75
 Rentable Sqft 43,200
 Avg. Size 576

SOURCES	Construction Source of Funds	Per Unit	Permanent Source of Funds	Per Unit
Tax Credit Equity (9%):	2,841,716	37,890	14,208,579	189,448
1st Mortgage	14,000,000	186,667	3,000,000	40,000
Deferred Developer Fee:	560,294	7,471	193,431	2,579
TOTAL	17,402,010	232,027	17,402,010	232,027

USES	Total	Per Unit
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Acquisition

Capitalized Lease Payment 187,500 2,500

Construction

Construction Costs		9,375,000	125,000
GC Fees	14%	1,312,500	
Hard Cost Contingency	5%	<u>534,375</u>	

Total Construction 11,221,875 149,625

Soft Costs

Accountant Cost Cert:	50,000
Third party (appraisal, inspections, survey etc.)	86,500
Environmental	10,000
Architectural & Engineering	740,000
Impact Fees	198,000
Other Project Soft Costs	762,582
Developer Legal Costs	195,000
Financing Costs - Issuance & Origination	201,500
Financing Legal Costs	130,000
Equity Syndication Costs	354,187

Replacement Reserve:		22,500	
Lease Up Reserve		65,802	
Operating Subsidy Reserve		77,309	
Operating Deficit Reserve		151,181	
Debt Reserve:		525,000	
Soft Cost Contingency	5%	<u>92,354</u>	
	Soft Costs	3,661,915	48,826
TOTAL COSTS before Developer Fee		15,071,290	200,951
Developer Fee		2,330,720	31,076
TOTAL COSTS		<u>17,402,010</u>	<u>232,027</u>

• Phase III Alternative-4% LIHTC

**Lincoln Gardens
Elderly**

Address 2400 NW 46th St, Miami, Florida
Total Units 75
Rentable Sqft 43,200
Avg. Size 576

SOURCES	Construction Source of Funds	Per Unit	Permanent Source of Funds	Per Unit
Tax Credit Equity (4%):	1,409,611	18,795	7,048,055	93,974
Bonds	9,500,000	126,667	4,250,000	56,667
SAIL-SAIL ELI Affordable	6,021,132	80,282	6,021,132	80,282
Deferred Developer Fee:	1,188,444	15,846	800,000	10,667
TOTAL	18,119,187	241,589	18,119,187	241,589

USES	Total	Per Unit
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Acquisition

Capitalized Lease Payment 187,500 2,500

Construction

Residential Construction 8,625,000 115,000

Site Work/Utilities/Parking 750,000 10,000

GC Fees 14% 1,312,500 17,500

Hard Cost Contingency 5% 534,375 7,125

Total Construction 11,221,875 149,625

Soft Costs

Accountant Cost Cert: 50,000

Third party (appraisal, inspections, survey etc.) 82,750

Environmental 25,000

Architectural & Engineering 250,877

Tenant Relocation 35,000

Other Project Soft Costs		1,251,047	
Developer Legal Costs		160,000	
Financing Costs - Issuance & Origination		509,824	
Financing Legal Costs		318,085	
Equity Syndication Costs		266,439	
Replacement Reserve:		22,500	
Lease Up Reserve		116,395	
Operating Subsidy Reserve		77,309	
Operating Deficit Reserve		159,531	
Debt Reserve:		457,188	
Soft Cost Contingency	5%	<u>294,813</u>	
Soft Costs		4,076,757	54,357
TOTAL COSTS before Developer Fee		15,486,132	206,482
Developer Fee		2,633,055	35,107
TOTAL COSTS		<u>18,119,187</u>	<u>241,589</u>

G. Development/ Construction Schedule

Activity	Phase 1*	Phase 2* **	Phase 3*
BCC Approval	Feb-2019 – Mar-2019	Feb-2019 – Mar-2019	Feb-2019 – Mar-2019
Rezoning/Site plan approval	Apr-2019 – Jul-2019	Apr-2019 – Jul-2019	Apr-2019 – Jul-2019
Finalize Construction Docs	Aug-2019 – Oct-2019	Aug-2019 – Oct-2019	Aug-2019 – Oct-2019
County Permitting	Nov-2019	Nov-2019	Nov-2019
Financial Closing	Dec-2019	Dec-2019	Dec-2019
Start Construction	Dec-2019	Dec-2019	Dec-2019
Marketing/Lease-Up	Sep-2020 – Nov-2020	Sep-2020 – Nov-2020	Sep-2020 – Nov-2020
Complete Construction	Oct-2020	Oct-2020	Oct-2020
Relocation (Annie Coleman #14)	Nov-2020	Nov-2020	Nov-2020

*Schedule is subject to Miami-Dade County expedited site plan, WASD, DERM, and building permit approvals.

**Timeline may be subject to change based on prospective homebuyers' qualification and closing.

H. Project Summary

For nearly two years, RUDG worked alongside residents of the Brownsville area to craft this vitally important plan for the development of Lincoln Gardens with the goal of providing decent, safe and sanitary housing for low-to-moderate income residents and seniors; improving quality of life for Annie Coleman 14 public housing residents residing adjacent to proposed Lincoln Gardens site; and establishing physical sustainability, economic vitality, and social well-being as the foundation for a comprehensive development in the Brownsville community.

The residents of Annie Coleman 14, members of BCNA, and additional community stakeholders provided valuable suggestions and voiced pressing concerns in the process of preparing the development plan for this 9-acre site in the heart of Brownsville. Collectively, with ample input from the community, RUDG developed an inclusive strategy to increase community participation, create economic development opportunities, and promote practicable sustainability within the new development. The ten community engagement meetings held also provided residents the opportunity to review design concepts focused on safety and green development, weigh in on employment and contracting opportunities, garner an understanding of development scheduling, and recommend unit and development amenities. As a result, the input was used to establish the final design, amenities, and community programs that will create a common vision for Lincoln Gardens and its larger community impact.

The final development plan for the Lincoln Gardens Project includes the construction of 217 residential units in a mix of public housing, affordable housing, workforce housing, and market rate units for home ownership. In addition, the new development will also include a 2,500 square foot on-site community center, safety design features, wi-fi access, a tot lot, and community picnic and pavilion area.

Furthermore, Related Urban made the commitment to construct a new \$2 Million community center at Marva Bannerman Park, and provide an additional \$1 Million toward park upgrades and improvements. Current residents of Annie Coleman 14, located adjacent to the project site, will have priority in filling the HUD determined 82 public housing units, providing these residents much needed, quality dwelling units.

The cooperatively prepared plan also provides for a Community Benefits Program which aims to reconstruct housing while addressing additional challenges of the citizens that reside in the area. The Community Benefits Program seeks to provide holistic support to the Lincoln Gardens residents through a multi-faceted approach of job training, educational opportunities, youth programs, and financial assistance to aspiring and current college and vocational students.

RUDG will also expand its partnership with OneUnited Bank for the Lincoln Gardens project, providing housing counseling workshops for participants who are interested in becoming first time homebuyers. These workshops provide information on credit, budgeting, saving, fair housing, mortgage closings, homeowner's insurance, and home maintenance. By providing housing and financial counseling programs for those within the area, with a focus of the counseling being on property maintenance and budgeting of personal finances on an individual level, RUDG anticipates a higher likelihood of residents achieving long-term success in home ownership and financial management. Moreover, Related Urban will launch additional cohorts of its Florida Department of Education approved construction apprenticeship program to empower community members seeking to gain additional experience and certification in the field of carpentry for potential employment or entrepreneurial opportunities post construction of Lincoln Gardens. This program is being provided in addition to the 20% Section 3 local hiring commitment and 50% construction cost commitments to SBE/ MBE/WBE/Section 3 firms.

Related Urban's investment in the Brownsville community through the development of Lincoln Gardens, coupled with the proposed Community Benefits Program, will be a key component in providing quality housing, increased community safety, increased educational attainment, more access to job training opportunities, and potential mitigation of the current digital divide. The income mix in the proposed plan and additional programs and services will help ensure long term viability of the development and achieves the goal of deconcentrating poverty and providing a pathway to upward mobility for future tenants of Lincoln Gardens. The new sense of personal responsibility and pride that will be spurred by the redevelopment of the Lincoln Gardens, along with the education, employment, and homeownership opportunities, will be essential to revitalization efforts in the greater Brownsville community.

Appendix A.
Meeting Summaries

Meeting #1

Date: October 26, 2016

Location: Marva Bannerman Park

Time: 6:00 P.M

Summary:

During this initial Brownsville Community Engagement meeting the discussion was focused on laying the essential components of the new development including unit count, unit mix—including the inclusion of senior units—and security plans for resident safety and preservation of new development. In addition, community members inquired about the prospects of job and contracting opportunities for residents in the community by way of contacting and hiring goals, and responsible wages versus Davis Bacon wages for construction staff. There was also lengthy discussion regarding the language of the Master Development Agreement signed by the developer as it relates to the first right of refusal for Annie Coleman 14 residents and whether there was any obligation to accommodate Liberty Square residents.

Meeting #2

Date: February 13, 2017

Location: Marva Bannerman Park

Time: 6:00 P.M

Summary:

A significant portion of this community engagement meeting's discussion was a continuation of the previous gathering which focused on community safety, unit mix and count, and accommodations for the Annie Coleman Residents in the new development. Furthermore, there was in depth discussion around the different types of units proposed for the new development, such as townhomes, senior units, affordable, and workforce units in conjunction with the public housing. At the time, the request for a max of 212 units broken down as follows:

- 24 Townhomes units for ownership
- 48 Senior Units
- 72 Workforce Housing Units
- 72 Public Housing Units

Commissioner Edmonson, concerned with the concentration of public housing within one set area of the site, made the request that unit types be evenly dispersed throughout the site. Additional questions were raised from those in attendance regarding development timeline, parking requirements, affordability of rental rates, programs for youth, and community amenities (e.g. community center and computer lab). There was also brief discussion about park improvements at Marva Bannerman Park as a part of the development plan and the potential partnership with the Mourning Family Foundation for youth programs and activities for the larger Brownsville area

Meeting #3

Date: June 26, 2017

Location: Marva Bannerman Park

Time: 6:00 P.M

Summary:

RUDG project manager Kareem opened meeting with recap of last discussion regarding desired unit types, unit mix and evenly spread of public housing units throughout development site. The development team explained to residents that Lincoln Park development will be constructed similar to the planned garden style units at the new Liberty Square. Community members in attendance expressed their desire for the new development to be equipped with modern amenities not currently provided to Annie Coleman 14 residents such as:

- Washer and dryers
- Central air conditioning
- Impact window and doors
- Wi-Fi access to all units
- Energy efficient appliances
- Shared community space/ center

Additional discussion focused on potential upgrades at Bannerman Park. Residents stressed the importance of providing a safe space for area youth after school and/ or weekends. There were concerns raised regarding current lighting at Bannerman Park and the need for new park amenities/activities like renovations to tennis and basketball courts, and non-sports related activities.

Meeting #4

Date: November 27, 2017

Location: Brownsville Middle School

Time: 6:00 P.M

Summary:

RUDG partner and project manager, Kareem Brantley, opened meeting with an overview of the firm's ideas for the design plan and amenities for the Lincoln Gardens project which would include 3-story garden style buildings, in-unit washer and dryers, tot lot, resident programs and activities, improvements to Bannerman Park. Members of BNCA stressed their desire to have a non-profit services provider similar to the Mourning Family Foundation present at the Lincoln Gardens site to provide and manage services for area youth. The community members present made mention of the need to have enough units on site to accommodate the needs of seniors and retirees in the community in Lincoln Gardens along with the 72+ new public housing units.

Before the close of this meeting both Commissioner Edmondson and members of BCNA requested that the developer partake in a more robust outreach effort to ensure adequate community participation in this planning process. In addition to emails being sent to meeting attendees, RUDG and PHCD was asked to provide flyers to area residents in advance of meetings, establish webpage to post development information and updates, and place calls and send emails to previous attendees. Also, in preparation for

the next meeting, it was strongly encouraged that RUDG bring development site plans, unit renderings, and agendas for future discussions.

Meeting #5

Date: January 29, 2018

Location: Brownsville Middle School

Time: 6:00 P.M

Summary:

RUDG staff began this meeting by giving an overview of the proposed 3 phase development plan for Lincoln Gardens. The following is what was shared with resident in attendance:

- 216 Unit Development²
 - 82 Public Housing Units
 - 38 Affordable Housing Units
 - 6 Workforce Housing Units
 - 18 Homeownership Units
 - 72 Senior Housing Units

Unit amenities to Include:

- New kitchen cabinets
- Granite or comparable countertops
- Double-bowl kitchen sink and dishwasher
- Impact window and doors
- Wi-Fi access to all units
- Energy star appliances
- Washer and dryers
- Electric water heater
- Motion detectors on all outdoor lighting
- Energy efficient roofing on all buildings
- Central air condition with programmable thermostat

Community/site amenities:

- Gated Community with key fob access
- Pocket park
- Playground
- Pavilion/ Picnic Area
- Club room in Senior Building
- 3,500 sq. ft. community center w/ Wi-Fi at Marva Bannerman Park

It was also shared that development will include a mix of 1-4 BR units and the site will include 318 parking spaces with an additional 9 roadside spaces provided on the exterior. The community was also informed of the need for rezoning the area to implement the proposed development plan and the timeline to obtain BCC approval.

² Unit count and configuration amended for development financing.

Before the close of the meeting, residents made several requests which were incorporated into the proposed amenities:

- accommodations for seniors needing access to public transit
- Miami modern architecture for the townhome units
- washers and dryers be located outside of bathroom
- onsite community center versus a center at Bannerman Park
- adding more roadside parking to the perimeter of the project site.

Meeting #6

Date: February 26, 2018

Location: Brownsville Middle School

Time: 6:00 P.M

Summary:

The Related Urban and the design team from Design2From, Inc., presented information on Crime Prevention Through Environmental Design (CPTED) concepts that are planned for the development. This includes design concepts that prevent crime activity including:

- Crime Watch programs
- Visible security cameras
- Building orientation to overlook public areas
- Assuring clear sight lines
- Providing activity generators and seating for natural surveillance of open spaces
- Clear walkways, lighting and signage to entrances and exits
- Strong pedestrian connections between buildings and spaces
- Lighting
- Transparent fencing and gates
- Speed humps, traffic circles and medians
- Impact resistant glass and vandal resistant lighting

The Related Urban team also presented a review of the emergency systems to be included

- Knox boxes and siren operated sensors for emergency responder access at gates
- Fire alarm system, fire sprinkler system
- 24-hour call system in senior units

Design2 Form reviewed requests and comments from the last community meeting and presented solutions with how these requests are being addressed. These are summarized as follows:

- Request - Reduce walking distance from the bus stop to the main entrance of the senior housing building
 - Solution – A revised site plan was developed which includes an “L” shaped senior building which allows it to be relocated along NW 46th Ave. The existing bus stop along NW 46th Ave is proposed to be relocated to the area in front of the senior building (subject to Public Works approval). This building will be a 3-story and partial 4-story building.

- Request – Townhouses should reflect the Miami Modern (MiMo) architecture used as the design inspiration for the buildings
 - Solution – The townhouse architecture has been updated to the MiMo architecture and renderings will be shared at the next meeting.
- Request – Relocate the washer and dryer in the 2 Bedroom/1 Bath unit from the bathroom to the hallway.
 - Solution – The washer and dryer access has been relocated from the bathroom. Updated renderings will be shared at the next meeting.
- Provide a Community Center within the development, not at Bannerman Park.
 - Solution – A 2,500 square foot community center was added to the site plan
- Provide additional on-street parking, particularly for the townhomes.
 - Solution – On street parking is available on NW 25th Ave and 48th Street.

Additional community input was received regarding the Lincoln Gardens site

- Provide shade covering over bench seating and add additional seating
- Provide a generator for the senior building
- Provide a generator for the community center
- Provide 10 computers with Wi-Fi
- Consider the east bound bus stop and the proximity to the senior building
- Provide natural gas to units in Lincoln Gardens
- Provide training for home buying for the community to move toward homeownership

The Related Urban team reviewed the commitment for \$1 million in upgrades to Bannerman Park. The discussion moved to gaining community input on what is desired with these upgrades. Representatives from the Parks Recreation and Open Spaces were present at the meeting to listen. Input which is summarized as follows:

- Upgrade the playground so that there is no sand surface – The architect indicated that change to synthetic grass or rubber can be incorporated
- Provide a lighted walking trail
- Provide central air and ice machine and gym
- Improve the pool and add diving board
- Provide covering at pool/deck for hot weather
- Include hot water for showering
- Upgrade site lighting

Meeting #7**Date: March 26, 2017****Location: Brownsville Middle School****Time: 6:00 P.M****Summary:**

Miami-Dade County PHCD presented information on Section 3 businesses and residents. Preference will be given to Section 3 businesses and residents for subcontracting and hiring. The project also has priority for residents living in the 33142-zip code. Training opportunities will also be provided through partnerships with Employ Miami-Dade, Miami-Dade College and the Urban Construction Craft Academy. A representative from Miami-Dade County PHCD was made available to meet with individuals who had questions about Section 3 or becoming a Section 3 business.

A representative from Miami-Dade Small Business Development presented the criteria to become a registered small business for goods, services, architecture, engineering as well as construction businesses. Information and contact information for applying for this registration was presented and the representative was available to meet with individuals who had questions. In addition, Design2Form design team presented the final plans, which were the result of the community engagement process. The plan includes 216 units total with:³

- 82 Public Housing units
- 18 townhome/homeownership units
- 6 workforce units
- 76 senior/affordable units.

The design team reviewed the design resulting from the community engagement including bedroom mix and parking and described the 3 phases for the project construction and reviewed the renderings and interior layout of the units

The following community requested plan changes/ suggestions were reviewed:

- Fencing will be installed between the buildings to secure the site.
- The senior building was changed to an "L" shaped building so that it could be relocated close to the bus stop. A portion of the building will be 3 stories and the other portion 4 stories.
- A community center was requested to be located within the site and was added.
- A tot lot and pavilion were added to the site.
- The townhomes were located to the west side of the site so that they will be on the same scale of the adjacent homes.
- Install new BBQ grills and picnic tables
- Plant shrubs at perimeter of tennis court
- Repair or resurface tennis court slab
- Paint bollards near tennis court
- Install new bookshelf in the park building

³ Unit count and configuration amended for development financing.

Bannerman Park improvement suggestions were reviewed based on the following list of desired improvements:

- Replace playground sand with engineered wood fiber
- Replace benches with new "age-friendly" benches
- Plant shade trees at perimeter of park and benches
- Install new walkway lighting
- Construct new jogging and walking path
- Install central A/C in the park building
- Install windows in the park building
- Resurface the basketball court
- Install security cameras around the buildings
- Playground upgrades
- Provide hot water in the pool building for the showers and locker rooms
- Provide new cool pool deck coating

A list of the desired improvements was passed out to meeting participants who were asked to rank their top 5 desired improvements from 1 through 5, since the identified improvements will exceed the \$1 million committed for Bannerman Park by Related Urban. These rankings were collected at the end of the meeting (13 responses collected). The number of 1 through 5 rankings an item received were subsequently tallied. The resulting top 5 items are listed as follows. Note - there was a 3-way tie for second:

- 1) Replace playground sand with engineered wood fiber
- 2) Install central A/C in the park building, install windows in the park building
- 2) Resurface the basketball court
- 2) Install security cameras around the buildings
- 3) Construct new jogging and walking path

A representative from Miami-Dade County RER reviewed the zoning of the property and the need to rezone to the RU-4 district which will allow 216 units. The Related Urban team explained that they will be putting together the development proposal summarizing the result of the community engagement for BCC approval, and developing a website to provide updates on the development

Kenneth Kilpatrick of the Brownsville Civic Neighborhood Association indicated that he believed the community benefits agreement for the project required \$2 million for the Alonzo Mourning Foundation to provide a community center and programs at Bannerman Park, and a single 5,000 square foot community center (not the proposed 5,000 sq. ft. of aggregate community space in Lincoln Gardens).⁴ He then indicated disagreement with the 20% Section 3 hiring commitment as he felt that the Liberty Square hiring commitment was 50%⁵, and stated BCNA's unsatisfied request for an on-site MDPD police substation⁶ and on-site security guard. Kilpatrick also expressed dissatisfaction with the length of RUDG's community engagement process and the lack of web presence and radio advertisement for the project. Mr. Kilpatrick concluded by

⁴ See page 57 of this report, item 3

⁵ Per MDA Section 9(e), the Section 3 hiring commitment for Liberty Square is 20%

⁶ See page 58 of this report, item 7

recommending the Brownsville Civic Neighborhood Association request that the Board of County Commissioners deny the proposed development plan and suggested that the County reissue the RFP for Lincoln Garden

Meeting #8

Date: May 17, 2018

Location: Marva Bannerman Park

Time: 6:00 P.M

Summary:

Commissioner Edmonson opened the meeting to addressing concerns over issues raised during the previous community engagement meeting and the BCNA motion to not approve the Lincoln Gardens plan and request another RFP though the County. Commissioner Edmonson expressed her disappointment in how the meeting transpired and that media was now involved creating premature anxiety in community. The Commissioner requested that going forward, concerns over project be addressed to her office before media outlets.

Commissioner Edmonson and Related Urban team then facilitated discussion on the following:

- Community request incorporated in Lincoln Gardens Development Plan
- Side-by-side comparison of Liberty Square CBA and proposed CBA for Lincoln Gardens
- Proposed floor plans for on-site community center

At the conclusion of the meeting, BCNA requested additional time to digest the information shared. The group also requested it be allowed 30 days for review to offer sufficient feedback, and that regular office hours be held in Brownsville by RUDG team. Edmonson granted request for 30-day review period for BCNA and Annie Coleman 14 residents to review the proposed plan.

(See Appendixes B & C for additional meeting notes)

Meeting #9

Date: July 9, 2018

Location: Marva Bannerman Park

Time: 6:00 P.M

Summary:

Commissioner Edmonson facilitated discussion on BCNA alternative community benefits program for Lincoln Gardens and the corresponding responses from Related Urban and PHCD based on legality and feasibility. At the conclusion of the meeting, Commissioner Edmonson requested that RUDG continue to review the BCNA requests and provide final responses at the final community engagement meeting.

(See Appendix D for additional meeting notes)

Meeting #10

Date: October 22, 2018

Location: Marva Bannerman Park

Time: 6:00 P.M

Summary:

At the final community engagement meeting, RUDG team provided updates on the requested changes to the proposed Lincoln Gardens Community Benefit Program. The Related Urban team provided updates regarding potential partnership with United Way for youth programming and services at Bannerman Park; possibilities of including a police substation within new development after consultation with MDPD; the potential for partnership with Law firm of Hamilton, Miller & Birthisel, LLP for expansion of Brownsville Law Academy; and updates regarding hiring priorities for local Brownsville residents.

Residents in attendance voiced additional concerns regarding site security as RUDG did not agree to honor the request for 24hr roaming security guard at Lincoln Gardens. The developer cited TRG management staff, the CPTED design, and the adjacent MDPD substation as adequate security to ensure site safety. Community members also stressed the need for adequate oversight and enforcement to ensure that RUDG will be held accountable to commitments once plan approved. The RUDG team then explained the next steps in developing Lincoln Gardens, which includes the submission of the Lincoln Gardens report for BCC approval.

(See Appendix E for additional meeting notes)

Appendix B.

Request vs. Proposed Site Amenities

Below is a side-by-side comparison illustrating the items requested as a result of the community engagement process and those proposed by RUDG for the development of Lincoln Gardens.

Requested Public, Affordable & Workforce Housing: • Garden Style Architecture • 72 Public Housing Units (BCNA) 95 Public Housing Units (Annie Coleman #14) • Maximum 50% Public Housing Units • Match Annie Coleman (#14) bedroom sizes	Proposed Public, Affordable & Workforce Housing: • Garden Style Architecture • 82 HUD Approved Public Housing Units • 38% Public Housing Units • Exceeds Annie Coleman (#14) bedroom sizes
Requested Townhouses: • Home-ownership (16 to 24 units) • Assigned parking near each townhouse • Face single-family residences	Proposed Townhouses: • Home-ownership (18 units) • 2 assigned parking spaces at each townhouse • Fronting NW 25th Avenue, facing the single-family residences
Requested Senior Building: • 48 to 104 units • Include 2 Bedroom units to allow for live-in aides • Affordable units • Pick-up / Drop-off area near main entrance of senior building • Bus stop near main entrance	Proposed Senior Building: • 76 units • (7) 2 bedroom units • Affordable units • Pick-up / Drop-off area near main entrance of senior building • Relocate bus stop near main entrance (subject to Department of Transportation and Public Works approval)

Requested
Units:
• Washer and dryer in each unit • Units for the disabled

Proposed
Units:
• Washer and dryer in each unit • Units will meet Uniform Federal Accessibility Standards (UFAS) requirements

Requested
Community/Site:
• On-site Community Center and Resource Center with computers • 5,000 SF Community Center • Tot Lot • Pocket Park

Proposed
Community/Site:
• 2,500 SF On-site Community Center with Multi-Purpose Community Room and Resource Center with computers <u>and</u> 2,500 SF Community Space within Senior Building • Total of 5,000 SF of Community Space • Tot Lot on-site • Pocket Park on-site

Requested
Community/Site:
• Security • Maximum building height of 3 stories • Restore NW 48th Street

Proposed
Community/Site:
• Gated community with key fob access entry, and security cameras • Maximum building height of 3 stories (except east wing of Senior Building) • Restore NW 48th Street

Appendix C.

Lincoln Gardens & Liberty Square CBP Comparison

The following chart was produced at the request of the community due to concerns over significant differences between the approved Community Benefits Program for Liberty Square and that proposed for Lincoln Gardens. The side-by-side comparison illustrates where there are similarities and differences between the adopted and proposed programs.

Note: Liberty Square is a 60-Acre site with 709 existing public housing units located in Liberty Square

Liberty Square Community Benefit Program

1. 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.
2. Developer will work with the County and their consultant the South Florida Housing Studies Consortium and include their input into the community engagement process.
3. 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.
4. 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.

Note: Lincoln Gardens is a vacant 9-Acre site located in Brownsville

Proposed Lincoln Gardens Community Benefit Program

1. Community Engagement Process for Lincoln Gardens is addressed in Master Development Agreement (MDA), Section 3, (b), which is provided at the end of this comparison (see Page 15).
2. Community Engagement Process for Lincoln Gardens is addressed in Master Development Agreement (MDA), Section 3, (b), which is provided at the end of this comparison (see Page 15).
3. 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.
4. Developer will post information and hold developer office hours at Bannerman Park to provide updated details on the redevelopment plans, receive comments and feedback, publish job listing, and conduct homeownership workshops.

Liberty Square Community Benefit Program

5. Developer shall consult with and take community input from the Liberty Square and Liberty City residents regarding the preservation of the historic community center.
6. Developer will partner with Florida International University to conduct a community engagement process and gather resident input and community stakeholders input regarding all final designs and programs of the redevelopment plan.
7. Developer will maintain the structure of the Liberty Square Resident Council.
8. 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.
9. Developer will implement a plan that will allow families to remain within Liberty Square during the multiple phases of construction.

Proposed Lincoln Gardens Community Benefit Program

5. N/A
6. Community Engagement Process for Lincoln Gardens is addressed in Master Development Agreement (MDA), Section 3, (b), which is provided at the end of this comparison (see Page 15).
7. Developer will maintain the structure of the Annie Goleman 14 Resident Council.
8. Community Engagement Process for Lincoln Gardens is addressed in Master Development Agreement (MDA), Section 3, (b), which is provided at the end of this comparison (see Page 15).
9. N/A

Liberty Square Community Benefit Program

10. Developer will rehabilitate units within the Liberty Square site utilizing current residents that have experience in the construction trade.
11. Developer will partner with Kareem T. Brantley who will receive 5% of the developer fee received by Developer.
12. Developer will partner with a social service organization to set aside units for youth aging out of the foster care system.
13. Developer will establish a first-time homebuyer education program with a HUD approved homebuyer education agency.
14. Developer will establish credit repair and financial literacy programs with a local bank.

Proposed Lincoln Gardens Community Benefit Program

10. N/A
11. Developer will partner with Kareem T. Brantley, who will receive 5% of the developer fee received by Developer.
12. N/A
13. Developer will establish a first-time homebuyer education program with a HUD approved home education agency.
14. Developer will establish credit repair and financial literacy programs with One United Bank to provide first-time homebuyer mortgages.

Liberty Square Community Benefit Program

15. Developer will partner with One United Bank, the largest African American owned bank in the country, to provide first-time homebuyer mortgages.
16. Developer will construct approximately 60 affordable, workforce, and market rate homeownership units at the Liberty Square site.
17. Developer will partner with BAC Funding to create a specialized small business loan program for contractors.
18. Developer shall provide a mentoring program for small businesses through each of the Phases of the Development.
19. Developer will partner with local labor unions to provide apprenticeship training programs to the residents of Liberty Square and zip codes 33142 and 33147, to the extent permitted by law and approved by the United States Department of Housing and Urban Development.
20. Developer will partner with local organizations to provide job training to ex-offenders for residents residing in zip codes 33142 and 33147.

Proposed Lincoln Gardens Community Benefit Program

15. Combined into item #14 above. Developer will establish credit repair and financial literacy programs with One United Bank to provide first-time homebuyer mortgages.
16. Developer will construct approximately 18 affordable, workforce, and market rate homeownership units at the Lincoln Gardens site.
17. Developer will create a specialized small business program for contractors participating in construction activities.
18. N/A
19. Developer will partner with Miami-Dade County Public Schools and Urban Construction Craft Academy to provide apprenticeship training programs to the residents of Annie Coleman 14 and the 33142 zip code, including ex-offenders.
20. See item #19 above.

Liberty Square Community Benefit Program

21. Developer will partner with the Miami-Dade Public Defender to assist ex-offenders with expunging their criminal records to allow for reentry into the workplace.
22. 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.
23. 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.
24. Developer will partner with the Miami Children's Initiative to incorporate programs and strategic partnerships to better serve Liberty City's youth.
25. Developer will establish a Rise Up Community Fund in partnership with The United Way to seed local Community Based Organizations from Liberty City and assist with their programs.

Proposed Lincoln Gardens Community Benefit Program

21. Developer will partner with the Miami-Dade Public Defender to assist ex-offenders with expunging their criminal records to allow for reentry into the workplace.
22. Developer will partner with Miami Dade College to provide numerous job training certificate and degree programs for residents residing in zip code 33142.
23. 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 33142 zip code.
24. N/A
25. N/A

Liberty Square Community Benefit Program

26. Developer shall establish and fund two (2) voluntary scholarship funds in the total amount of \$50,000.00 per Phase of the Development for residents of public housing in the Liberty City and Brownsville areas (the "Liberty Square Public Housing Student Scholarship Fund" and the "Brownsville Public Housing Student Scholarship Fund"), with half of such total amount due and payable upon Financial Closing for such Phase and the balance due and payable upon construction completion of such Phase. Developer shall further contribute a total of \$25,000.00 per year to the Liberty Square Public Housing Student Scholarship Fund and the Brownsville Public Housing Student Scholarship Fund (to be apportioned between such funds based upon the pro rata share of public housing units located in each respective community) for fifteen (15) years for an additional total of \$375,000.00. The first such additional installment shall be paid upon the first anniversary of the construction completion of the first phase constructed. At least 80% of the Liberty Square Public Housing Student Scholarship Fund and the Brownsville Public Housing Student Scholarship Fund will be allocated to students attending or who will attend Florida Memorial University. The remaining 20% may be allocated to students attending or who will be attending other colleges or universities.

Proposed Lincoln Gardens Community Benefit Program

26. Developer shall establish and fund two (2) voluntary scholarship funds in the total amount of \$50,000.00 per Phase of the Development for residents of public housing in the Liberty City and Brownsville areas (the "Liberty Square Public Housing Student Scholarship Fund" and the "Brownsville Public Housing Student Scholarship Fund"), with half of such total amount due and payable upon Financial Closing for such Phase and the balance due and payable upon construction completion of such Phase. Developer shall further contribute a total of \$25,000.00 per year to the Liberty Square Public Housing Student Scholarship Fund and the Brownsville Public Housing Student Scholarship Fund (to be apportioned between such funds based upon the pro rata share of public housing units located in each respective community) for fifteen (15) years for an additional total of \$375,000.00. The first such additional installment shall be paid upon the first anniversary of the construction completion of the first phase constructed. At least 80% of the Liberty Square Public Housing Student Scholarship Fund and the Brownsville Public Housing Student Scholarship Fund will be allocated to students attending or who will attend Florida Memorial University. The remaining 20% may be allocated to students attending or who will be attending other colleges or universities.

Liberty Square Community Benefit Program

27. Subject to the Community Engagement and Planning Process, Developer will build a new approximately 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.
28. N/A
29. Developer will 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.
30. Developer will invest in infrastructure to provide free WiFi access to all Liberty Square families and help close the "digital divide".
31. Developer will 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.

Proposed Lincoln Gardens Community Benefit Program

27. Subject to the Community Engagement and Planning process, developer will build a new approx. 2,500 sq. ft. community center w/ free Wi-Fi on the Lincoln Gardens site to provide space for community driven programming.
28. Developer will provide approx. 2,500 sq. ft. of community space within the Elderly building.
29. Developer will contribute \$1 Million to Bannerman Park for upgrades and improvements.
30. Developer will invest in infrastructure to provide free Wi-Fi access to all Lincoln Gardens residents to help close the "digital divide".
31. N/A.

Liberty Square Community Benefit Program

- 32. 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.
- 33. Developer will work closely with the Liberty Square Resident's Council and law enforcement agencies to establish a Crime Watch Program.
- 34. Developer will install a new state-of-the-art internet based security camera monitoring system.
- 35. 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.
- 36. 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.

Proposed Lincoln Gardens Community Benefit Program

- 32. N/A
- 33. Developer will work closely with resident leaders and law enforcement agencies to establish a Crime Watch Program.
- 34. Developer will install a new state-of-the-art internet based security camera monitoring system.
- 35. Developer will work closely with the Miami-Dade County Police Department during the design process to incorporate Crime Prevention Thru Environmental Design concepts.
- 36. Developer will design the development using the Smart Growth Development principles.

Liberty Square Community Benefit Program

- 37. Developer will create a walkable development with accessible public transportation options.
- 38. Developer shall cooperate with the County, and any other applicable government entities, to implement a shuttle service within the Liberty Square site for residents of the Development.
- 39. Developer will design and build a sustainable development with many green construction features.
- 40. Developer will partner with local artists to design and build four new art plazas at the Liberty Square site.
- 41. Developer will work closely with the Liberty City Trust and the Liberty Square Resident Council to preserve the existing segregation wall on 12th Avenue and build the historic linear park.
- 42. 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.

Proposed Lincoln Gardens Community Benefit Program

- 37. Developer will create a walkable development with accessible public transportation options.
- 38. Developer shall cooperate with the County, and any other applicable government entities, to implement a shuttle service for use by residents of Lincoln Gardens.
- 39. Developer will design and build a sustainable development with many green construction features.
- 40. Developer will partner with Miami-Dade County Art in Public Places, to design and create art within the Lincoln Gardens site.
- 41. N/A
- 42. N/A

Liberty Square Community Benefit Program

- 43. Developer will preserve 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 shall consult with and take community input from the Liberty Square and Liberty City residents regarding which of the existing buildings shall be utilized for the Liberty Square Museum.
- 44. Developer will work closely with the City of Miami and Miami-Dade County to implement the infrastructure improvements on the 15th Avenue business corridor.
- 45. 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.
- 46. Developer will work closely 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.

Proposed Lincoln Gardens Community Benefit Program

- 43. N/A
- 44. Developer will work closely with Miami-Dade County to implement the infrastructure improvements along perimeter of property (NW 48 Street between 24 Ave and 25 Ave).
- 45. N/A
- 46. Developer will establish credit repair and financial literacy programs with One United Bank.

Liberty Square Community Benefit Program

- 47. Developer will lease office space to a real estate brokerage office onsite, subject to zoning approvals.
- 48. 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, subject to zoning approvals.
- 49. Developer is proposing to build a new K thru 2 charter school onsite, subject to zoning approvals.
- 50. Developer will partner with the Dorsey Educational Program and Miami Dade Public Schools to provide an adult educational center onsite, subject to zoning approvals.
- 51. Developer will design and build approximately 15,000 square feet of "mom and pop" retail space along 15th Avenue to revitalize the 15th Avenue business corridor and assist in reestablishing the 15th Avenue Business Association, subject to zoning approvals.

Proposed Lincoln Gardens Community Benefit Program

- 47. N/A
- 48. N/A
- 49. N/A
- 50. N/A
- 51. N/A

Liberty Square Community Benefit Program

- 52. Developer will build an approximately 40,000 square foot national grocery on MLK Boulevard, subject to zoning approvals.
- 53. 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, subject to zoning approvals.
- 54. Developer will build a new Community Health Center, subject to zoning approval, 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, subject to zoning approvals.
- 55. Developer has committed to providing a minimum of 50% of the value of the construction contracts to Section 3, or SBE, MBE and WBE firms, with an estimated economic impact of over \$90,000,000.

Proposed Lincoln Gardens Community Benefit Program

- 52. N/A
- 53. N/A
- 54. N/A
- 55. Developer has committed to providing a minimum 50% of the value of the construction contracts to Section 3, SBE, MBE, and WBE firms.

Liberty Square Community Benefit Program

- 56. Developer has committed to provide 20% of the construction jobs created for Section 3 eligible residents.
- 57. Developer has committed to provide 75% of the permanent jobs created for Section 3 eligible residents.

Proposed Lincoln Gardens Community Benefit Program

- 56. Developer has committed to provide 20% of the construction jobs created for section 3 eligible residents and residents of zip code 33142.
- 57. Developer has committed to provide 75% of the permanent jobs created for Section 3 eligible residents and residents of zip code 33142.

Master Development Agreement (MDA) for Liberty Square and Lincoln Gardens, Section 3, (b):

The development of the Lincoln Gardens Development shall be subject to the express approval, by a majority vote of the Board of County Commissioners (the "Board"), of the plan for development of Lincoln Gardens Development which results from the Developer's participation in the Community Engagement and Planning Process. The plan for development shall be contained in a report (hereinafter the "Lincoln Gardens Report") created in consultation with the residents and businesses within the Brownsville area to ensure that the community vision for the redevelopment plan for the Lincoln Gardens Development is incorporated to the extent feasible into the final plan. The County may request that the Developer supplement the Lincoln Gardens Report to address any and all of the issues discussed during the Community Engagement Process prior to submission of the plan and Lincoln Gardens Report to the Board for the Board's approval by resolution or motion. If the Board does not approve the plan contained within the Lincoln Gardens Report, the Developer shall consider the Board's input, as well as additional community input and, if additional community input is required by the Board, the Developer shall amend or restate the plan to address those concerns. This process shall continue until approval by the Board of the plan. Upon approval of the plan, the Developer shall be authorized to proceed with the Lincoln Gardens Development in accordance with the approved plan and other timelines and conditions set forth in this Agreement.

Appendix D.

Preliminary Responses to Community Requested Benefits Program

The following is a list of community benefits recommended by the members of Brownsville Civic Neighborhood Association (left), with initial responses provided by RUDG and PHCD (right) at the July 2018 Lincoln Gardens community engagement meeting.

	BCNA Recommendations	Recommendation by RUDG and PHCD	Comment by RUDG and PHCD
1	That a minimum \$2 Million Dollars be set-aside to construct a new state of the art community center at Bannerman Park	Yes	
2	That the new community center at Bannerman Park include an indoor basketball court to provide more space for parking near the center (this would eliminate the outdoor basketball court)	Possibly	Community center design amenities would depend on the \$2 Million budget.
3	That The Alonzo Mourning Foundation, or similarly credentialed organization, be reconsidered as the sponsor & administrator of the community center at Bannerman Park	Possibly	The Alonzo Mourning Foundation has indicated it is not coming to the Lincoln Gardens Development. If a similarly credentialed organization expressed an interest and ability for this task, it could be considered. The YMCA could possibly fill this role.
4	That classrooms with after-school and summer programming be included in the community center at Bannerman Park	Possibly	Community center design amenities would depend on the \$2 Million budget. Feasibility for cost of County Parks and Recreation staffing to administer any programs would need to be considered by Parks and Recreation.
5	That the community room at the Lincoln Gardens community center be larger than proposed by the developer (see draft floor plan created by architect: Derrick Smith)	Yes	The size of the community center is 2,500 sf. Should the community room be increased in size, the community should be advised that this will reduce the amount of square

			footage for other spaces within the center.
6	That mailboxes for Townhome & Family unit residents be located at the community center, with a small "mailroom" for mail carriers	Yes	Subject to approval from USPS. The size of the community center is 2,500 sf. The community should be advised that this will reduce the amount of square footage for other spaces within the center.
7	That 1,000 s/f of the proposed 2,500 s/f community space within the Lincoln Gardens Senior Building be allocated to Miami-Dade Police Department (MDPD) to house a sub-area police station	Possibly	Subject to approval by MDPD. The community should be advised that this will reduce the amount of square footage for other spaces within the senior center. Additionally, it has been our experience that latest sub-stations are smaller in square footage; police want officers out in the field.
8	That concierge services be established, permanently, for the senior building only.	Need Clarification	Need further clarification on what is meant by concierge services.
9	That 1st class, upscale, apartments that are larger than those that are currently proposed, be built for all unit types and with floor plans that call for more open space within the units	No	The size of the units proposed is in line with other projects within Miami-Dade County and the current market.
10	That young people residing within the residential sections of census tracts 18.03, 1,2,5 & 6 as well as 18.02, 6 be given the highest priority in a paid apprenticeship & job placement program, also including viable job training and placement opportunities for convicted felons living within the residential portions of the aforementioned census tracts	Yes	RUDG has initiated an in-house apprenticeship program in partnership with the Miami-Dade School Board (Dorsey Skills Center). This program will be a part of the Lincoln Gardens project. In addition, job placement opportunities for convicted felons will be included.
11	That Architect Derrick Smith be consulted on all architectural floor plans/renderings of the project to ensure that the community's wishes are properly translated	Partial yes	Building plans at 50% and 100% CD milestones can be shared with Derrick Smith for informational purposes.

12	That the community center at Bannerman Park have two levels with level one serving a multi-purpose use. One of the multipurpose uses shall be a regulation size basketball court and the other use shall include a retractable stage that will transition the space into a hall. The second level shall contain classrooms and other after-school, gym and senior recreational uses	Possibly	Community center design amenities would depend on the \$2 Million budget.
13	That the local employment hiring goal be raised to 40% of the workforce during the life of the construction project, to include preconstruction activity and that a member of the BCNA and AC#14 be present at all pre-construction meetings	No	A local hiring goal of 40% is not realistically feasible. 20% is consistent with Liberty Square and the Master Development Agreement. BCNA and AC#14 may be invited to any public outreach meetings for employment hiring.
14	That the developer shall provide the BCNA and AC#14 representatives with a weekly report detailing the individuals who were trained and/or hired from the local community, their race and color, their age and the census tract that they reside in	Partial yes	Reports can be provided quarterly.
15	That Miami-Dade County and/or the Developer disclose all funding sources of the project	Yes	Funding sources can be disclosed once financing is secured for each phase.
16	That an apprenticeship program be established for the census tracts: 1. 18.03, 5, 18.03, 2, 17.02, 2, 17.02, 5, 17.02, 1, 18.03, 6, 18.03, 1, 18.02, 6, 18.01, 3, 18.01, 2, 18.01, 4, 18.01, 5, 18.01, 1, 15.02, 2, 15.02, 1. Possible facilitators of the apprenticeship, recommended by the community include: Dorsey Skills Center and Lindsey Hopkins	Yes	RUDG has initiated an in-house apprenticeship program in partnership with the Miami-Dade School Board (Dorsey Skills Center). This program will be a part of the Lincoln Gardens project.
17	That local artist: Addonis Parker be contracted to construct a lasting, aluminum-based mural of prominent Brownsville pioneers at the	Partial yes	Public Art will be a part of the project as required through the County's Art In Public Places program,

	Lincoln Gardens community center and at the community center at Bannerman Park		however must follow the County's Art In Public Places selection process for artists.
18	That a community garden be constructed on the roof of the Lincoln Gardens community center, complete with ADA accessibility	Partial yes	A community garden can be constructed within the grounds. A rooftop garden would require elevators and other cost-prohibitive requirements.
19	That mandatory orientation workshops on tenant rights & responsibilities be held at least once every year during the life of the project	Yes	Annual meetings with residents can be held.
20	That legal assistance be provided for Annie Coleman tenants who are/may be facing eviction throughout the life of the project	No	This creates a legal conflict and is not feasible.
21	That a requirement be established, mandating that all eighty-two (82) proposed public housing units be filled by current Annie Coleman #14 residents with a first right of refusal to current Annie Coleman tenants, perpetually (throughout the life of the project	Yes	Families currently residing in Annie Coleman 14 will have preference for a right-sized unit, per PHCD guidelines at the Lincoln Gardens site. The families occupying units in the three abutting properties to Lincoln Gardens will have first preference. The new public housing units at Lincoln Gardens will be operated as public housing units in accordance with HUD guidelines.
22	That local contractor: Ario Lundy be provided a substantially equivalent opportunity, as Kareem Brantley, to be engaged as a minority equity-partner in the Lincoln Gardens project	No	PHCD cannot compel RUDG to utilize specific staff.
23	That the developer will construct exactly 18 affordable, workforce and market rate homeownership units at the Lincoln Gardens site	Yes	This is currently in the plans.
24	That the developer will provide a mentoring program for small businesses along NW 46th Street, through each of the Phases of the	No	There is no commercial space proposed for the Lincoln Gardens development.

	Development		
25	That the Developer will provide an annual monetary gift of \$50,000 to the Historic Hampton House Trust to sustain operations and make community access and use more affordable to the community	No	The Historic Hampton House Trust is unrelated to this development.
26	Include the following census tracts, as a priority, in the Urban Construction Craft Academy apprenticeship programs targeted for zip code 33142 as a first right of refusal: 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1	Yes	RUDG has initiated an in-house apprenticeship program in partnership with the Miami-Dade School Board (Dorsey Skills Center). This program will be a part of the Lincoln Gardens project.
27	Include the following census tracts, as a priority, in Miami Dade College job training certificate and degree programs targeted for zip code 33142 as a first right of refusal: 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2	Yes	RUDG has initiated an in-house apprenticeship program in partnership with the Miami-Dade School Board (Dorsey Skills Center). This program will be a part of the Lincoln Gardens project.

	15. 15.02, 1		
28	Include the following census tracts, as a priority, in the Employ Miami-Dade & Career Source of S. Florida job training and placement programs targeted for zip code 33142 as a first right of refusal: 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1	Yes	RUDG has initiated an in-house apprenticeship program in partnership with the Miami-Dade School Board (Dorsey Skills Center). This program will be a part of the Lincoln Gardens project. RUDG will recruit residents within these census tracts from the Employ-Miami Dade program.
29	That the developer will partner with WE RISE of the Greater Miami Urban League, Family Safety Net programs, at a minimum, to incorporate programs and strategic partnerships to better serve Brownsville's youth	Possibly	Subject to meetings that will need to be held with the Urban League to gain a better understanding of their program.
30	That the developer will establish a Community Fund in partnership with the United Way to seed local CBO's from Brownsville & to assist with their programs	No	There is no commercial space for CBO's being constructed at Lincoln Gardens.
31	That the developer will emphasize senior accessibility in its development of shuttle services for use by residents of Lincoln Gardens	Yes	The proposed plans include the relocation of the existing bus stop to a location closer to the senior building and accessible building entryways. This relocation is subject to the approval from Miami-Dade Transit.
32	That the developer's "green construction features" will include a handicap accessible "roof-garden" atop the	No	A community garden can be constructed within the grounds. A rooftop garden

	community center at the Lincoln Gardens site		would require elevators and other cost-prohibitive requirements.
33	That the design and creation of art will also be included at Bannerman Park with both the Lincoln Gardens and Bannerman Park sites containing aluminum-based art murals created by local artist: Addonis Parker	Partial yes	Public Art will be a part of the project as required through the County's Art In Public Places program, however must follow the County's Art In Public Places selection process for artists.
34	That the developer will partner with the Lawfirm of Hamilton, Miller & Birthisel LLP & Miami-Dade Schools to sustain and expand the year-round, after school and summer curriculum of the Brownsville Law Academy, making it more accessible to children residing in Annie Coleman #14 and the following census tracts: 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1	Possibly	Subject to meetings that will need to be held with the law firm and Miami-Dade Public Schools to gain a better understanding of their program.
35	That the developer will provide 40% of the construction jobs created for section 3 eligible residents and residents of zip code 33142, with an emphasis on including the following census tracts, as a priority and as a first right of refusal: 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5	No	A local hiring goal of 40% is not realistically feasible. 20% is consistent with Liberty Square and Master Development Agreement.

	5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1		
36	That the developer will prioritize the following census tracts in the provision of 75% of the permanent jobs created for Section 3 and 33142 residents, providing them with a first right of refusal: 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1	Yes	
37	Delete planned "Installation of new bookshelf in the park building", ref. Approved Capital Improvement Project for Marva Y. Bannerman Park with a recapture of those allocated funds to a more appropriate use	No	This is an item budgeted by County Parks and Recreation and the work has already been completed.
38	Regarding the proposed options for \$1Million Improvements to Marva Bannerman Park: Demolish the existing community center at Bannerman Park: i. Provide "Stay Cool" technology to the proposed "Replacement of playground sand with engineered wood	Need clarification	\$1 Million will not build all of these items. Need clarification on this list.

	fiber" and "Replacement of benches with "age-friendly" benches; ii. Add security cameras along walking and jogging paths; iii. Provide "cool touch" canopy/covering with playground upgrades; iv. Eliminate in-door showers and add transparent outdoor showers only, at the Marva Bannerman Pool; v. Add 10 computer workstations for neighborhood youth; vi. Add an Ice Machine for use by seniors and children; vii. Add AED's (Automated External Defibrillators) and trained first responder(s) personnel at the park viii. With respect to the "Top 5 Improvements" the community is requesting a detailed line item budgetary breakout of the currently proposed five projects, and; ix. Eliminate central A/C and windows in the park building since this will done with construction of the new community center; x. Provide state of the art, photo votex/LED lighting and state of the art PTZ (point/tilt/zoom) cameras around the buildings and along walk/jogging paths		
39	Add Physical security to the community/site (stationed and roving units) along with a detailed maintenance plan for grounds & bldgs	No	The development is being designed with Crime Prevention through Environmental Design principles and includes state of the art key fob to common areas and parking areas, fencing and high tech

			camera security systems. Further clarification is needed on what is meant by detailed maintenance plan.
40	Make all senior units "handicap-accessible" and make all units (sitewide) designed with "Universal Design"	Yes	The affordable senior units will be ADA accessible and designed with Universal Design features
41	That the Community Benefits Agreement (CBA) for Lincoln Gardens be converted to a covenant agreement and that a new section of the Master Development Agreement be created to acknowledge the CBA as a covenant	No	As per the County Attorney Office, this cannot be provided.
42	That a small business contractor relief fund be created to mitigate prolonged disputes surrounding non-payment by the Developer that threaten the livelihood of the small business and/or impact payroll of employees hired thru the local hiring program(s) of this project. The process for accessing the relief fund will be created in consultation with local unions and the BCNA	No	This project is covered under a performance and payment bond. As such, any subcontractors or suppliers who have a legitimate dispute with payment can receive relief from the bond.
43	That input from the community be <i>required</i> by the Board, (not just a supplemental report that "addresses" issues discussed during the community engagement process), prior to submission of the plan and the Lincoln Gardens Report to the Board of County Commissioners	No	The Master Development Agreement already requires and states the following: "The plan for development shall be contained in a report (hereinafter the "Lincoln Gardens Report") created in consultation with the residents and businesses within the Brownsville area to ensure that the community vision for the redevelopment plan for the Lincoln Gardens Development is incorporated to the extent feasible into the final plan." Additionally, an amendment will be provided to the Master Development Agreement incorporating the

			requirements of the Lincoln Gardens Report approved by the Board.
44	Install a carwash area complete with air/vac hose machine in a clean unobstructed universally accessible area.	No	This increases unreimbursed operational costs of the development.
45	That the all units remain affordable, perpetually, even after the expiration of all relevant tax credit financing programs	No	The development includes a mix of public housing, affordable, workforce and market rate units, each that has a specified timeframe in accordance with applicable regulations.

Appendix E.

Final Responses to Community Requested Benefits Program

The following is a list of community benefits recommended by the members of Brownsville Civic Neighborhood Association (left), with responses provided by RUDG and PHCD (right) at the final Lincoln Gardens community engagement meeting.

	BCNA Recommendations	Recommendation by RUDG and PHCD	Comment by RUDG and PHCD
1	That a minimum \$2 Million Dollars be set-aside to construct a new state of the art community center at Bannerman Park	Yes	
2	That the new community center at Bannerman Park include an indoor basketball court to provide more space for parking near the center (this would eliminate the outdoor basketball court)	Not feasible	Community center design amenities would depend on the \$2 Million budget. Per cost estimate provided by Miami-Dade County Parks, Recreation and Open Spaces (PROS), an indoor basketball court would substantially exceed the budget.
3	That The Alonzo Mourning Foundation, or similarly credentialed organization, be reconsidered as the sponsor & administrator of the community center at Bannerman Park	Possibly	The Alonzo Mourning Foundation has indicated it is not coming to the Lincoln Gardens Development. Developer is actively seeking similar organizations with the capacity to administer youth programs at Bannerman Park.
4	That classrooms with after-school and summer programming be included in the community center at Bannerman Park	Possibly	Community center design amenities would depend on the \$2 Million budget. Feasibility for cost of County Parks and Recreation staffing to administer any programs would need to be considered by Parks and Recreation.

5	That the community room at the Lincoln Gardens community center be larger than proposed by the developer (see draft floor plan created by architect: Derrick Smith)	Yes	The size of the community center is 2,500 sf. Should the community room be increased in size this will reduce the amount of square footage for other spaces within the center.
6	That mailboxes for Townhome & Family unit residents be located at the community center, with a small "mailroom" for mail carriers	Not feasible	Per information expressed by the community at the July 9, 2018 community meeting, the purpose for the requested mailroom was to allow for package storage and checkout utilizing the requested concierge services. Concierge services will not be provided; therefore the mailroom concept for package checkout is not feasible. Furthermore, the size of the community center is 2,500 sf. A mailroom will reduce the amount of square footage for other spaces within the center. Mailroom/mailbox configurations are subject to the approval of the USPS once design drawings are in progress.
7	That 1,000 s/f of the proposed 2,500 s/f community space within the Lincoln Gardens Senior Building be allocated to Miami-Dade Police Department (MDPD) to house a sub-area police station	No	MDPD has advised that they have already secured a substation across the street from the Lincoln Gardens site, which will be opening soon, and have indicated that space within the Lincoln Gardens site will not be needed.
8	That concierge services be established, permanently, for the senior building only.	Not feasible	Concierge services will not be provided for this project.
9	That 1st class, upscale, apartments that are larger than those that are currently proposed, be built for all unit types and with floor plans that call for more open space within the	No	The size of the units proposed is consistent with other projects within Miami-Dade County and the current market.

	units		
10	That young people residing within the residential sections of census tracts 18.03, 1,2,5 & 6 as well as 18.02, 6 be given the highest priority in a paid apprenticeship & job placement program, also including viable job training and placement opportunities for convicted felons living within the residential portions of the aforementioned census tracks	Partial yes	RUDG has developed an in-house apprenticeship program in partnership with the Miami-Dade School Board (Dorsey Skills Center) which will provide apprentice certifications. This program will be a part of the Lincoln Gardens project and individuals within these census tracts will be given priority. Note that job placement opportunities for convicted felons is included as a part of the project.
11	That Architect Derrick Smith be consulted on all architectural floor plans/renderings of the project to ensure that the community's wishes are properly translated	Partial yes	Building plans at 50% and 100% Construction Document milestones can be shared with Derrick Smith for informational purposes.
12	That the community center at Bannerman Park have two levels with level one serving a multi-purpose use. One of the multipurpose uses shall be a regulation size basketball court and the other use shall include a retractable stage that will transition the space into a hall. The second level shall contain classrooms and other after-school, gym and senior recreational uses	Not feasible	Community center design amenities would depend on the \$2 Million budget. Per cost estimate provided by PROS, a two-story building with basketball court would substantially exceed the budget.
13	That the local employment hiring goal be raised to 40% of the workforce during the life of the construction project, to include preconstruction activity and that a member of the BCNA and AC#14 be present at all pre-construction meetings	Not feasible	A local hiring goal of 40% is not realistic. 20% is consistent with the Liberty Square and Lincoln Gardens Master Development Agreement. BCNA and AC#14 may be invited to any public outreach meetings for employment hiring.
14	That the developer shall provide the BCNA and AC#14 representatives with a weekly report	Partial yes	Reports can be provided quarterly in accordance with HUD regulations

	detailing the individuals who were trained and/or hired from the local community, their race and color, their age and the census tract that they reside in		
15	That Miami-Dade County and/or the Developer disclose all funding sources of the project	Yes	Funding sources can be disclosed once financing is secured for each phase.
16	That an apprenticeship program be established for the census tracts: 1. 18.03, 5, 18.03, 2, 17.02, 2, 17.02, 5, 17.02, 1, 18.03, 6, 18.03, 1, 18.02, 6, 18.01, 3, 18.01, 2, 18.01, 4, 18.01, 5, 18.01, 1, 15.02, 2, 15.02, 1. Possible facilitators of the apprenticeship, recommended by the community include: Dorsey Skills Center and Lindsey Hopkins	Yes	RUDG has developed an in-house apprenticeship program in partnership with the Miami-Dade School Board (Dorsey Skills Center) which will provide apprentice certifications. This program will be a part of the Lincoln Gardens project.
17	That local artist: Addonis Parker be contracted to construct a lasting, aluminum-based mural of prominent Brownsville pioneers at the Lincoln Gardens community center and at the community center at Bannerman Park	Partial yes	Public Art will be a part of the project as required through the County's Art In Public Places program. This program must follow the County's Art In Public Places selection process for artists.
18	That a community garden be constructed on the roof of the Lincoln Gardens community center, complete with ADA accessibility	Partial yes	A community garden can be constructed within the grounds. A rooftop garden would require elevators and other cost-prohibitive requirements.
19	That mandatory orientation workshops on tenant rights & responsibilities be held at least once every year during the life of the project	Yes	Annual meetings with residents can be held.
20	That legal assistance be provided for Annie Coleman tenants who are/may be facing eviction throughout the life of the project	No	This creates a legal conflict and is not feasible.
21	That a requirement be established, mandating that all eighty-two (82) proposed public housing units be filled by current Annie Coleman #14 residents with a first right of refusal to current Annie Coleman	Yes	Families currently residing in Annie Coleman 14 will have preference to occupy new public housing (right-sized units per HUD guidelines) at the Lincoln

	tenants, perpetually (throughout the life of the project)		Gardens site. The families occupying units in the three abutting properties to Lincoln Gardens will have first preference to occupy the new public housing units at Lincoln Gardens. The new public housing units at Lincoln Gardens will be operated as public housing units in accordance with HUD guidelines.
22	That local contractor: Ario Lundy be provided a substantially equivalent opportunity, as Kareem Brantley, to be engaged as a minority equity-partner in the Lincoln Gardens project	No	PHCD cannot compel RUDG to utilize specific staff.
23	That the developer will construct exactly 18 affordable, workforce and market rate homeownership units at the Lincoln Gardens site	Yes	RUDG plans to build a total of 18 for-sale townhomes for purchase by affordable, workforce and/or market rate buyers.
24	That the developer will provide a mentoring program for small businesses along NW 46th Street, through each of the Phases of the Development	No	There is no commercial space proposed for the Lincoln Gardens development.
25	That the Developer will provide an annual monetary gift of \$50,000 to the Historic Hampton House Trust to sustain operations and make community access and use more affordable to the community	No	The Historic Hampton House Trust is unrelated to this development.
26	Include the following census tracts, as a priority, in the Urban Construction Craft Academy apprenticeship programs targeted for zip code 33142 as a first right of refusal: 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1	Yes	RUDG has developed an in-house apprenticeship program in partnership with the Miami-Dade School Board (Dorsey Skills Center) which will provide apprentice certifications. This program will be a part of the Lincoln Gardens project.

	8. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1		
27	Include the following census tracts, as a priority, in Miami Dade College job training certificate and degree programs targeted for zip code 33142 as a first right of refusal: 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1	Yes	RUDG has developed an in-house apprenticeship program in partnership with the Miami-Dade School Board (Dorsey Skills Center) which will provide apprentice certifications. This program will be a part of the Lincoln Gardens project.
28	Include the following census tracts, as a priority, in the Employ Miami-Dade & Career Source of S. Florida job training and placement programs targeted for zip code 33142 as a first right of refusal: 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5	Yes	RUDG has developed an in-house apprenticeship program in partnership with the Miami-Dade School Board (Dorsey Skills Center) which will provide apprentice certifications. This program will be a part of the Lincoln Gardens project. RUDG will recruit residents within these census tracts from the Employ-Miami Dade program.

	13. 18.01, 1 14. 15.02, 2 15. 15.02, 1		
29	That the developer will partner with WE RISE of the Greater Miami Urban League, Family Safety Net programs, at a minimum, to incorporate programs and strategic partnerships to better serve Brownsville's youth	No	Developer is seeking non-profit partner to administer youth programs at Bannerman Park. In addition, RUDG will establish scholarship program to serve youth residing in the new Lincoln Gardens.
30	That the developer will establish a Community Fund in partnership with the United Way to seed local CBO's from Brownsville & to assist with their programs	Possibly	Developer has met with United Way to discuss possibilities for partnership in the new Lincoln Gardens.
31	That the developer will emphasize senior accessibility in its development of shuttle services for use by residents of Lincoln Gardens	Yes	The proposed plans include the relocation of the existing bus stop to a location closer to the senior building and accessible building entryways. This relocation is subject to the approval from Miami-Dade Transit.
32	That the developer's "green construction features" will include a handicap accessible "roof-garden" atop the community center at the Lincoln Gardens site	Not feasible	A community garden can be constructed within the grounds. A rooftop garden would require elevators and other cost-prohibitive requirements.
33	That the design and creation of art will also be included at Bannerman Park with both the Lincoln Gardens and Bannerman Park sites containing aluminum-based art murals created by local artist: Addonis Parker	Partial yes	Public Art will be a part of the project as required through the County's Art In Public Places program. This program must follow the County's Art In Public Places selection process for artists.
34	That the developer will partner with the Lawfirm of Hamilton, Miller & Birthisel LLP & Miami-Dade Schools to sustain and expand the year-round, after school and summer curriculum of the Brownsville Law Academy, making it more	Possibly	RUDG has reached out to this organization and is in the process of working with them on a potential partnership.

	accessible to children residing in Annie Coleman #14 and the following census tracts: 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1		
35	That the developer will provide 40% of the construction jobs created for section 3 eligible residents and residents of zip code 33142, with an emphasis on including the following census tracts, as a priority and as a first right of refusal: 1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1	Not feasible	A local hiring goal of 40% is not realistic. 20% is consistent with the Liberty Square and Lincoln Gardens Master Development Agreement.
36	That the developer will prioritize the following census tracts in the provision of 75% of the permanent jobs created for Section 3 and 33142 residents, providing them with a first right of refusal:	Yes	

	1. 18.03, 5 2. 18.03, 2 3. 17.02, 2 4. 17.02, 5 5. 17.02, 1 6. 18.03, 6 7. 18.03, 1 8. 18.02, 6 9. 18.01, 3 10. 18.01, 2 11. 18.01, 4 12. 18.01, 5 13. 18.01, 1 14. 15.02, 2 15. 15.02, 1		
37	Delete planned "Installation of new bookshelf in the park building", ref. Approved Capital Improvement Project for Marva Y. Bannerman Park with a recapture of those allocated funds to a more appropriate use	No	This is an item budgeted by County Parks and Recreation and the work has already been completed.
38	Regarding the proposed options for \$1Million Improvements to Marva Bannerman Park: Demolish the existing community center at Bannerman Park: i. Provide "Stay Cool" technology to the proposed "Replacement of playground sand with engineered wood fiber" and "Replacement of benches with "age-friendly" benches; ii. Add security cameras along walking and jogging paths; iii. Provide "cool touch" canopy/covering with playground upgrades; iv. Eliminate in-door showers and add transparent outdoor showers only, at the Marva Bannerman Pool; v. Add 10 computer workstations for neighborhood youth; vi. Add an Ice Machine for use by seniors and children;	Partial yes	There is a \$1 Million budget for Bannerman Park improvements. The total cost to construct the listed improvements in this section will substantially exceed the budget, therefore the list will need to be revised to align with budget feasibility in consultation with PROS.

	vii. Add AED's (Automated External Defibrillators) and trained first responder(s) personnel at the park viii. With respect to the "Top 5 Improvements" the community is requesting a detailed line item budgetary breakout of the currently proposed five projects, and; ix. Eliminate central A/C and windows in the park building since this will done with construction of the new community center; x. Provide state of the art, photo votex/LED lighting and state of the art PTZ (point/tilt/zoom) cameras around the buildings and along walk/jogging paths		
39	Add Physical security to the community/site (stationed and roving units) along with a detailed maintenance plan for grounds & bldgs	No	The development is being designed with Crime Prevention through Environmental Design (CPTED) principles and includes state of the art key fob to common areas and parking areas, fencing and high-tech camera security systems. RUDG has an affiliated property management company, TRG Management, which performs all management and maintenance on its developments.
40	Make all senior units "handicap-accessible" and make all units (sitewide) designed with "Universal Design"	Yes	The affordable senior units will be ADA accessible and designed with Universal Design features
41	That the Community Benefits Agreement (CBA) for Lincoln Gardens be converted to a covenant agreement and that a new section of the Master Development Agreement be created to acknowledge the CBA	No	As per the County Attorney Office, a covenant agreement cannot be provided. An amendment will be provided to the Master Development

	as a covenant		Agreement incorporating the requirements of the Lincoln Gardens Report approved by the Board.
42	That a small business contractor relief fund be created to mitigate prolonged disputes surrounding non-payment by the Developer that threaten the livelihood of the small business and/or impact payroll of employees hired thru the local hiring program(s) of this project. The process for accessing the relief fund will be created in consultation with local unions and the BCNA	No	This project is covered under a performance and payment bond. As such, any subcontractors or suppliers who have a legitimate claim with payment can receive relief from the bond as per Florida Statutes
43	That input from the community be <i>required</i> by the Board, (not just a supplemental report that "addresses" issues discussed during the community engagement process), prior to submission of the plan and the Lincoln Gardens Report to the Board of County Commissioners	No	The Master Development Agreement already requires and states the following: "The plan for development shall be contained in a report (hereinafter the "Lincoln Gardens Report") created in consultation with the residents and businesses within the Brownsville area to ensure that the community vision for the redevelopment plan for the Lincoln Gardens Development is incorporated to the extent feasible into the final plan." Additionally, an amendment will be provided to the Master Development Agreement incorporating the requirements of the Lincoln Gardens Report approved by the Board.
44	Install a carwash area complete with air/vac hose machine in a clean unobstructed universally accessible area.	Not feasible	This increases unreimbursed operational costs of the development. Not a feasible operational expense for project to support.
45	That the all units remain affordable, perpetually, even after the	No	The development includes a mix of public housing,

	expiration of all relevant tax credit financing programs		affordable, workforce and market rate units, each that has a specified affordability period in accordance with the applicable regulations of the specific financing source, such as Florida Housing Finance Corp and Surtax.
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GROUND LEASE

Dated as of _____, 2019

between

MIAMI-DADE COUNTY

Landlord

and

LINCOLN GARDENS, LLC

Tenant

GROUND LEASE

THIS GROUND LEASE ("Lease"), made as of _____, 2019 (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 **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, on which is located a portion of the public housing development known as Lincoln Gardens (FLA 0005000002).

WHEREAS, Tenant has proposed to newly construct approximately 221 units on the Land, at least 82 of which will be Public Housing Units; and

WHEREAS, Tenant intends to apply for various sources of private and public funding, 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) Reserved.

(g) **Commencement Date** means the date on which the 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.

(h) **Declaration of Restrictive Covenants** means any Use Agreement, Declaration or similar covenant 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 the 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 hereafter constructed or rehabilitated 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. The Land and the Improvements are sometimes referred to herein as the "**Project**".

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

(t) **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.

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

(v) **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 the Tenant's equity investor (the "Investor") will be admitted as a member of the Tenant.

(w) **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.

(x) **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 the 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.

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

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

(aa) **Public Housing Units** means at least 82 units on the Premises regulated as public housing units in accordance with the Regulatory and Operating Agreement.

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

(cc) **Rent** means the amount payable by Tenant to Landlord pursuant to Section 3.1.

(dd) **Sales Notice** has the meaning set forth in Section 11.1.

(ee) **Sales Offer** has the meaning set forth in Section 11.2.

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

(gg) **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.

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

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

(jj) **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 \$40,418 (increasing each year at four percent (4%) per year, commencing in the year following Landlord's receipt of the first payment of Annual Rent hereunder) ("**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 amount of \$552,500 (the "**Capitalized Payment**"), which amount is calculated by multiplying the number of units (i.e., 221) times \$2,500.00.

"**Rent**" means the sum of Annual Rent and the Capitalized Payment. If greater or fewer than 221 units are constructed at the Premises, the Capitalized Payment shall be adjusted on a unit-for-unit basis. Annual Rent shall be payable within ninety (90) days following the end of the Project's fiscal year. Any portion of the Annual Rent not paid with respect to any given year shall be deferred to the following year. No Annual Rent shall accrue until after full payment of any deferred developer fees payable to Tenant. 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 Rent or any other sums to the 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, the 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 the 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 of this Lease, 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 upon the Premises and the building and/or other improvements constructed on the Premises by Tenant ("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. In the event that the folio identification number applicable to the Premises shall also contain other property not specifically included in, or a part of, the Premises, then Tenant shall only be required to pay the portion of such 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 which are limited solely to the Premises and/or any structures and/or improvements thereon.

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 and after the Commencement Date, Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the 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 the 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 the 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 the 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 the 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, 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, 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, and to the best of Landlord's actual 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, 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 the 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.

(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:

(i) 100% of the units in the Premises will be set aside for occupancy by workforce, low, very low and extremely low income households.

(ii) 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);

(iii) 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);

(iv) 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, the Tenant agrees that Landlord shall have a continued right of entry onto the Premises for the purposes of the Landlord's continued operation of the Improvements 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 by virtue of eminent domain, to any extent whatsoever, Tenant may, in its sole discretion, terminate this Lease by written notice to the 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 Applicable 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 the 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, Plans and Specifications, or to increase the total number of Public Housing Units and/or other 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) Tenant may make any alterations, improvements, or additions to the Premises as Tenant may desire, if the alteration, improvement, or addition will not change the use of the Property as multifamily housing and there is no resulting reduction in housing units required at the Property, or permanent reduction of Project amenities and such alterations, improvements or additions to the Premises comply with applicable law and do not impair the value of the Project. Tenant shall, prior to commencing any such actions, give notice to Landlord and provide Landlord with complete plans and specifications therefor.

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:

1. 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.
2. 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 the 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 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 the 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") or National Green Building Standards ("NGBS"), but shall not be required to obtain a Silver certification rating from LEED 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 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 NGBS.

(c) Further, the LEED Silver certification or designation 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 Mortgage 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 the 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), the Landlord and the 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 the 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 the 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 the Landlord and/or Tenant. The 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 the Tenant's portion of the Award shall be paid to Tenant, provided that any and all 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 and the Tenant does not terminate this Lease, the Tenant shall be entitled to receive and retain an equitable portion of the Award and shall apply such portion of the Award necessary to repair or restore the Premises or the Improvements as nearly as possible to the 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 the Tenant and the 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, the 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 or continue construction of the building and other 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.

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 the 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, below.

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 lien 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 the 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.

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

(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, 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.

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 (i) HUD approval of all applicable evidentiary documents and a disposition by HUD to occur, and (ii) 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 the Landlord shall be *prima facie* evidence of such approval).

(c) Institution of proceedings in voluntary bankruptcy by the Tenant.

(d) Institution of proceedings in involuntary bankruptcy against the 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 the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the 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 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. 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 the Tenant nor any permitted successor in interest to the Premises or any part thereof shall, without the prior written consent of the 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 the Tenant with respect to any default under the provisions of this Lease, the 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 the 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 the Tenant under this Lease within the same period of time specified for the Tenant to cure such default. The 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) The Landlord agrees to accept payment or performance by any Permitted Leasehold Mortgagee as though the same had been done by the Tenant.

(d) In the case of a default by the 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, the 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, and (ii) a Permitted Leasehold Mortgagee continues to diligently pursue such cure to the reasonable satisfaction of the Landlord) 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 the 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, the 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 the Landlord's consent, may, upon acquiring the Tenant's leasehold estate and interest in this Lease, without further consent of the 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 the 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, the 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) The 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 the Landlord to the Permitted Leasehold Mortgagee (including an itemization of amounts then due and owing to the Landlord under this Lease), and such written request is accompanied by payment to the 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 the Landlord, pays any and all costs and expenses incurred by the Landlord in connection with the execution and delivery of the new lease, less the net income collected by the 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 the Tenant to the 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 the Landlord shall thereupon be assigned and transferred without recourse by the 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 the Landlord's status thereunder:

1. The 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
2. The Landlord shall not by virtue of this Lease be obligated to grant the 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.

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:

- (i) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;
- (ii) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;
- (iii) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or
- (iv) To contest, defend against, or assist the 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 the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the 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 the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the 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. The 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 the Landlord to adopt any of the 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) Upon request of from Landlord's custodian of public records identified herein, provide the public with access to public records on the same terms and conditions that Landlord 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 for the duration of this Lease's term and following completion of the work under this Lease if Tenant does not transfer the records to Landlord; and
- (d) Meet all requirements for retaining public records and transfer to Landlord, at no cost to Landlord, 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.

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.

In the event Tenant does not comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and this Article VIII, Landlord shall avail itself of the remedies set forth in Article 19 of this Lease.

IF TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, PLEASE CONTACT LANDLORD'S CUSTODIAN OF PUBLIC RECORDS AT:

**Miami-Dade County
Miami-Dade Public Housing and Community Development
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attention: Lizette Capote
Email: LCAPOTE@miamidade.gov**

ARTICLE XI

RIGHT OF FIRST OFFER; RIGHT OF FIRST REFUSAL

11.1. 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 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 the Sales 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 11.1 upon such materially different terms and conditions upon which Landlord bases its offer of sale.

11.2. Right of First Refusal.

If Landlord is not marketing the Premises as provided in Section 11.1 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.

11.3. Mortgagee Notice. Tenant shall provide notice to every applicable Permitted Leasehold Mortgagee as to its election to acquire the Premises pursuant to Sections 11.1 or 11.2, above. Such notice shall be delivered within five (5) days following Tenant's notice to Landlord evidencing its intent to purchase the Premises.

11.4. Mortgagee Rights. Tenant's rights with respect to any option to purchase the Premises as set forth in this Section 11 shall be assignable to and may be exercised by any Permitted Leasehold Mortgagee which succeeds in interest to the Tenant, without requiring any consent or approval by Landlord.

ARTICLE XII

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

12.1. Inspector General

(a) Independent Private Inspector General Reviews

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

(b) 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 the 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 the Tenant from the Inspector General or IPSIG retained by the Inspector General, the 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 the 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 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 Manager.** 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 manager and/or admit an additional manager and cause the new manager 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 manager 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 manager, 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 manager.

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 fifteen (15) 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 the 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: Lincoln Gardens, LLC
315 South Biscayne Boulevard
Miami, FL 33131
Attn: Alberto Milo, Jr.

and a copy to: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130
Attention: Patricia K. Green, 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, the 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 the 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

Witness

Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Witness

Print Name: _____

Attest: _____

Harvey Ruvin, Clerk of the Board

Approved as to form and legal sufficiency:

Terrence A. Smith
Assistant County Attorney

TENANT:

Lincoln Gardens, LLC a Florida limited liability company

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

Witness

Print Name: GEORGE LAGE

By: Alberto Mito, Jr.

Tony Del Pozzo, Vice President

Alberto Mito, Jr. - President

Witness

Print Name: KAREN T. BRAWLEY

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) The 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, the 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 the 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.

The 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 the Landlord. If insurance certificates are scheduled to expire during the Term, the Tenant shall be responsible for submitting new or renewed insurance certificates to the 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, the 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) The Tenant agrees to cooperate with the Landlord in obtaining the benefits of any insurance or other proceeds lawfully or equitably payable to the 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. The 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 the 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 the 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 the 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 the Landlord nor the 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.