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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(K)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 18, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution awarding development rights and site control to DBC Procida, LLC as assignee of Procida Development Group, LLC (DBC Procida) and its affiliates to redevelop The Homestead Gardens Public Housing Development located at 1542 SW 4 Street, Homestead, Florida, pursuant to Work Order Proposal Request (WOPR) No. 01295-03, redevelopment of County properties under the Rental Assistance Demonstration (RAD) Program; authorizing the County Mayor to: (1) execute such agreements or documents as may be required by Florida Housing Finance Corporation, including, but not limited to, an option to enter into a ground lease or a similar instrument with HG Phase I, LLC, an affiliate of DBC Procida to evidence such site control; (2) in accordance with section 125.35, Florida Statutes, and subject to the approval of the United States Department of Housing and Urban Development, execute a 75-year ground lease (lease) with for Homestead Gardens Phase 1 with HG Phase I, LLC in the total amount of $2,264,538.00, inclusive of a lump sum ground lease payment estimated to be $324,000.00 plus interest; (3) execute a Master Development Agreement (MDA) with DBC Procida; (4) exercise all provisions contained in the MDA and lease; (5) execute all necessary Rental Assistance Demonstration and/or mixed-finance agreements and all other documents related to the development; (6) submit a demolition and/or disposition application to HUD, if required; and (7) execute amendments to annual contributions contracts, if required; and waiving Resolution No. R-130-06 and Implementing Order 8-4

Resolution No. R-367-23

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.

Geri Bonzon-Keenan
County Attorney

GBK/gh

Memorandum

Date: April 18, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Award Development Rights and Recommendation for Approval of the Execution of the Master Development Agreement with DBC Procida, LLC, and the Ground Lease to HG Phase I, LLC, as Assignee of DBC Procida, LLC, and its Affiliates; Pursuant to Work Order Proposal Request (WORP) No. 01295-01, Redevelopment of County Properties Under the Rental Assistance Demonstration (RAD) Program

Executive Summary

On June 8, 2020, the County solicited proposals under Work Order Proposal Request No. 01295-01, Redevelopment of County Properties Under the Rental Assistance Demonstration Program for the Public Housing and Community Development Department (Department) from the prequalified developer pool for the redevelopment of County properties: South Miami Gardens (Group1); Arthur Mays Villas & Naranja (Group 2); Little Havana Homes & Jose Marti Plaza (Group 3); Perrine Gardens & Perrine Villas (Group 4); and Homestead Gardens (Group 5) under the Rental Demonstration Assistance Program (RAD).

On July 23, 2020, eleven proposers responded. DBC Procida, LLC and its affiliates ("DBC Procida") provided a response for Group 5 - Homestead Gardens public housing developments ("Group 5" or "project site"). The purpose of this item is to award development rights and site control of the project site to them. Additionally, this item seeks the Board of County Commissioners ("Board") authorization to allow the County Mayor or County Mayor's designee to execute the Master Development Agreement (MDA) with DBC Procida, provide evidence of site control, including the execution of an option to enter into a ground lease as may be required by the Florida Housing Finance Corporation (FHFC), and a 75-year Ground Lease Agreement ("lease") with DBC Procida, subject to approval of the United States Department of Housing and Urban Development (HUD), for the redevelopment of the project site pursuant to the WOPR.

Recommendation

It is recommended that the Board:

1. Award development rights to DBC Procida, a prequalified RAD developer from a pool established by Resolution No. R-298-20, for the project site pursuant to the WOPR; and

2. Award site control of the project site to HG Phase I, LLC as assignee of DBC Procida and authorize the County Mayor or County Mayor's designee to execute such agreements or documents as may be required by FHFC, including, but not limited to, an option to enter into a ground lease or similar instrument with HG Phase I, LLC to evidence and preserve such site control, and to take any additional steps required by FHFC to preserve DBC Procida's site control of the project site until such time as HUD has approved the lease;

3. In accordance with section 125.35, Florida Statutes, authorize the County Mayor or County Mayor's designee to execute the lease for Homestead Gardens Phase 1 with HG Phase I, LLC in the total estimated amount of $2,264,538.00, inclusive of a lump sum ground lease payment of $324,000.00 from which $100,000.00 will be collected at financial closing and the

remaining balance of $545,088.00 will be collected throughout a 30-year period, subject to the terms of a promissory note that is attached to the lease; and

4. Authorize the County Mayor or County Mayor's designee to execute the MDA with DBC Procida, and exercise all provisions contained therein, including, but not limited to, (a) termination and technical and non-substantive amendment provisions; (b) technical and non-substantive amendment provisions; (c) reviewing and approving documents, plans, any and all other requests required of, or allowed by, DBC Procida, its sublessees or assignees to be submitted to County; (d) consenting to actions, events, and undertakings by DBC Procida or extensions of time periods for which consent is required by County, including, but not limited to, extensions of time for the performance of any obligation by County; (e) executing any and all documents on behalf of County necessary or convenient to the foregoing approvals, consents, and appointments; (f) assisting DBC Procida with and executing on behalf of the County any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, permits or other approvals to accomplish the construction of any and all improvements in and refurbishments of the property; (g) executing joinders and consents to easement and access agreements, for the purposes of granting any needed non-exclusive vehicular and/or pedestrian ingress and egress access routes and for any parking within and throughout the project; and (h) amending the MDA to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of the MDA;

5. Subject to HUD's approval, authorize the County Mayor or County Mayor's designee to execute any and all necessary RAD and/or mixed-finance and related agreements and any and all other documents related to necessary for the development, management, and operation of the project site;

6. Authorize the County Mayor or County Mayor's designee to submit a demolition and/or disposition application to HUD, if required, for the project for the purpose of demolishing and disposing of the existing building located on the project site;

7. Authorize the County Mayor or County Mayor's designee to execute amendments to annual contributions contracts (ACC), if required; to execute any agreement, release from declarations of trust, and any other documents on behalf of the County, subject HUD's approval; and to exercise amendment, modification, cancellation, and termination clauses; and

8. Waive Resolution No. R-130-06 and Implementing Order 8-4 that requires the lease to be fully negotiated and executed prior to placement on the Board's agenda because the lease must be approved by HUD prior to its execution.

Scope

The scope of this item is countywide in nature; however, the project site is located in District 9, which is represented by Commissioner Kionne McGhee.

Fiscal Impact/Funding Source

There is a fiscal impact to the County for approving the lease, which will result in revenue sharing and capital improvements to the project as further described below. It is estimated that the through the leasing of the project site for Homestead Gardens Phase 1, the County will receive a total estimated amount of

$54,192,062.00, inclusive of a lump sum ground lease payment of $324,000.00 from which $100,000.00 will be collected at financial closing and the remaining balance, which is estimated to be $545,088.00, will be collected throughout a 30-year period, subject to the terms of a promissory note which is attached to the lease. Further, in accordance with the MDA, the County will be paid: (1) 30 percent of the net cash flow from the project over a 75-year term, which is estimated to be $48,956,187.00; (2) 30 percent of developer fees, which is estimated to be $2,712,600.00; (3) an annual lease payment of $10,000.00 increasing 3 percent each year, beginning in the later of year 10 or the first year of positive cash flow, which such amount is estimated to be $1,719,450.00; (4) monthly Davis Bacon monitoring fees in the amount of $2,500.00; and (5) 30 percent of the net proceeds of the sale or refinance of the property.

Track Record/Monitor
Indira Rajkumar-Futch is the Procurement Contracting Manager. Clarence D. Brown, Interim Director of the Public Housing and Community Development ("Department") will monitor the lease and MDA.

Delegated Authority
Upon the approval of this item, the County Mayor or County Mayor's designee will be authorized to: (1) execute such agreements or documents as may be required by FHFC, including, but not limited to, an option to enter into a ground lease or similar instrument to evidence and preserve such site control, and to take any additional steps required by FHFC to preserve HG Phase I, LLC Procida's site control of the project site until such time as the Board and HUD have approved the lease; and (2) execute the lease, subject to HUD's approval, and the MDA, and exercise all provisions contained in the therein including, but not limited to, termination and technical and non-substantive amendment provisions. The County Mayor or County Mayor's designee will further have the authority to (a) review and approve documents, plans, any and all other requests required of, or allowed by, DBC Procida, its sublessees or assignees to be submitted to County; (b) consent to actions, events, and undertakings by DBC Procida or extensions of time periods for which consent is required by County, including, but not limited to, extensions of time for the performance of any obligation by County; (c) execute any and all documents on behalf of County necessary or convenient to the foregoing approvals, consents, and appointments; (d) assist DBC Procida with and execute on behalf of the County any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, permits or other approvals to accomplish the construction of any and all improvements in and refurbishments of the property; (e) execute joinders and consents to easement and access agreements, for the purposes of granting any needed non-exclusive vehicular and/or pedestrian ingress and egress access routes and for any parking within and throughout the project; and (f) amend the MDA to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of the MDA. The County Mayor County Mayor's designee will also have the authority to: (1) subject to HUD's approval, execute any and all necessary RAD and/or mixed-finance and related agreements and any and all other documents related to necessary for the development, management, and operation of the project site; (2) submit a demolition and/or disposition application to HUD, if required, for the project for the purpose of demolishing and disposing of the existing building located on the project site; and (3) execute amendments to annual contributions contracts, if required; execute any agreements, release from declarations of trust, and any other documents on behalf of the County, subject HUD's approval, and exercise amendment, modification, cancellation and termination clauses.

Background
The project site is part of the County's effort to re-develop, modernize and financially stabilize the majority of the County's public housing units through the RAD program, which is a Federal program that allows public housing authorities to convert public housing, which have been facing significant federal funding decreases, to a more financially stable Section 8 project-based funding model. Through the RAD

conversion process public housing can be modernized through re-development projects that are able to leverage additional financing from public and private sources, public housing units are replaced one-for-one and current residents are provided with a guaranteed right to return along with other resident protection rights. In March 2019, the County obtained a portfolio award from HUD which will allow Miami-Dade County to redevelop 6,500 of its existing public housing units through the RAD conversion process. The project is one of the public housing sites that is scheduled to be converted through the RAD program.

The County issued a WOPR to obtain proposals from a pool of prequalified developers, approved by the Board on April 7, 2020 through Resolution No. R-298-20, in accordance with RFQ-01295, Redevelopment of County Properties Under the RAD Program Pool, for the redevelopment of public housing properties for the Department, consisting of the following groups: Group 1 - South Miami Gardens; Group 2 - Arthur Mays Villas & Naranja; Group 3 - Little Havana Homes & Jose Marti Plaza; Group 4 - Perrine Gardens & Perrine Villas; and Group 5 - Homestead Gardens. Proposers could only submit proposals for one group. Eleven of the 21 prequalified developers under RFQ-01295 responded to the solicitation five for Group1; three for Group 2; zero for Group 3, two for Group 4 and one proposal for Group 5 which is being recommended for award for Group 5. The solicitation was advertised through the Miami Dade County – Internal Services Department via Bid Sync. All 21 prequalified developers in the pool were invited via email to submit proposals. The competitive selection committee determined that all evaluated responsive proposers were qualified. The committee determined that DBC Procida: (i) demonstrated the necessary qualifications, financial strength, and relevant experience for the redevelopment of the project site under the RAD program; (ii) provided a proposal that meets the balanced need of the County, which will be for the development of new units and preservation of existing new units, expediency in the development and executing their development plan; (iii) demonstrated access to readily available financing, important to completing the redevelopment of the project site, and (iv) proposed a reasonable approach of providing to the County a share of the revenues. Negotiations with DBC Procida, were held, and terms and conditions of the lease and MDA were agreed to as follows: construct a minimum of 250 mixed-income units, and replace the existing 150 public housing units. Financial terms include payments to the County as follows (i) a total estimated amount of $53,914,678.00, inclusive of a lump sum ground lease payment of $324,000.00 from which $100,000.00 will be collected at financial closing and the remaining balance total estimated to be $545,088.00, which such amount will be collected throughout a 30-year, subject to the terms of the promissory note; (ii) in accordance with the MDA 30 percent of the net cash flow from the project over a 75-year term, which is estimated to be $48,956,187.00; (iii) 30 percent of developer fees, which is estimated to be $2,712,600.00; (iv) an annual lease payment of $10,000.00 increasing 3 percent each year, beginning in the later of year 10 or the first year of positive cash flow, which such amount is estimated to be $1,719,450.00; (v) monthly Davis Bacon monitoring fees in the amount of $2,500.00; and (vi) 30 percent of the net proceeds of the sale or refinance of the Property.

DBC Procida has also agreed to provide 24/7 onsite security guard vigilance services. DBC Procida has further agreed to provide certain community benefits which include a commitment by DBC Procida to provide a minimum of 25 percent of the value of the construction subcontracts to Section 3 certified or certified small business, disadvantage enterprises small minority and women business enterprises and labor surplus area firms and a minimum of 25 percent of the new construction and permanent jobs created for Section 3 eligible residents and permanent property management jobs that are created for Section 3 targeted zip code residents. Failure of DBC Procida to comply with the community benefits will result in the County assessing and DBC Procida paying liquidated damages to the County.

Although the lease and MDA are fully negotiated, in September 2022, HUD issued a notice to all public housing agencies, including the County, and housing finance authorities, instructing them to avoid executing ground leases when a developer is seeking low-income tax credits or other funding because the

execution of such leases would trigger a violation of the ACC with HUD and raise environmental concerns. However, the notice authorizes public housing agencies to execute options to enter into ground leases.

Expediting the approval process is consistent with the Department's need to provide assurances to HUD that the County is making significant progress on the RAD program. The County is planning to redevelop 7,718 public housing units under the RAD program countywide. As part of this program the County has had and continues to explain the RAD program to residents to hear their concerns and to answer any questions. The Department is required by HUD to have a series of at least four meetings with the community throughout the execution of the project. Additionally, in accordance with the Board's rules of procedure, the Department is required to hold similar meetings. The Department has had a total of three meetings with the community. The first meeting took place on May 13, 2020, and the second meeting happened on May 15, 2020, both meetings were held virtually in ZOOM due to the Covid-19 Pandemic. On May 20, 2021, a third meeting was held in person, and we are planning to have at least 4 additional meetings with residents. In addition, PHCD requires that the Developer establishes a grievance and care procedure to attend the community's concerns.

Vendor Recommended for Award

The WOPR was issued under full and open competition. The County received eight proposals. The competitive selection committee (CSC) recommended that the County enter negotiations with the highest ranked proposer for Group 5 as indicated on the table below. The CSC determined that DBC Procida has the necessary qualifications, financial strength, and relevant experience for the redevelopment of the project site under the RAD program.

Vendor	Principal Address	Local Address*	Number of Employee Residents 1) Miami Dade 2) Percentage*	Principal	Total Score	Group Awarded
DBC Procida, LLC	456 E. 173rd Street, Bronx, NY 10457	1951 NW 7th Ave., Suite 600, Miami, FL 33136	100% 100%	Mario Procida	3931	Group 5

*In accordance with Resolution No. R-1011-15, a percentage of employee residents is the percentage of the vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Due Diligence

Pursuant to Resolution No. R-187-12, a due diligence review was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Applicable Ordinances and Contract Measures

• The two percent User Access Program provision does not apply.

• The Small Business Enterprise Selection Factor and Local Preference do not apply.
• The Living Wage does not apply as the services are not covered by the Ordinance.
• The Davis-Bacon Wage Schedule in effect for Miami-Dade County applies.
• Section 3 of the Housing and Urban Development Act of 1968 Compliance applies.
• Sustainable Building Ordinance and Implementing Order 8-8 applies.• Residents First Training and Employment Program applies, pursuant to section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61, which require the developer to promote Employ Miami-Dade; provide the skills training necessary to prepare our residents to enter the workforce; ensure that Miami-Dade residents are first in line to be considered for jobs; and the developer shall make its best reasonable efforts to have 51 percent of all construction labor hours performed by Miami-Dade County residents. Additionally, Section 3 of the Housing and Urban Development Act of 1968 Compliance and 2 CFR § 200.321 apply, which require the developer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible; and hiring and training of extremely low-, very low-, low- and moderate-income individuals, Section 3, resident job training, job creation and other initiatives.

Morris Copeland
Chief Community Services Officer

MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 18, 2023

FROM: Geri Bonzon-Keenan
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)
4-18-23

RESOLUTION NO. R-367-23

RESOLUTION AWARDING DEVELOPMENT RIGHTS AND SITE CONTROL TO DBC PROCIDA, LLC AS ASSIGNEE OF PROCIDA DEVELOPMENT GROUP, LLC (DBC PROCIDA) AND ITS AFFILIATES TO REDEVELOP THE HOMESTEAD GARDENS PUBLIC HOUSING DEVELOPMENT LOCATED AT 1542 SW 4 STREET, HOMESTEAD, FLORIDA, PURSUANT TO WORK ORDER PROPOSAL REQUEST (WOPR) NO. 01295-03, REDEVELOPMENT OF COUNTY PROPERTIES UNDER THE RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO: (1) EXECUTE SUCH AGREEMENTS OR DOCUMENTS AS MAY BE REQUIRED BY FLORIDA HOUSING FINANCE CORPORATION, INCLUDING, BUT NOT LIMITED TO, AN OPTION TO ENTER INTO A GROUND LEASE OR A SIMILAR INSTRUMENT WITH HG PHASE I, LLC, AN AFFILIATE OF DBC PROCIDA TO EVIDENCE SUCH SITE CONTROL; (2) IN ACCORDANCE WITH SECTION 125.35, FLORIDA STATUTES, AND SUBJECT TO THE APPROVAL OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, EXECUTE A 75-YEAR GROUND LEASE (LEASE) WITH FOR HOMESTEAD GARDENS PHASE 1 WITH HG PHASE I, LLC IN THE TOTAL AMOUNT OF $2,264,538.00, INCLUSIVE OF A LUMP SUM GROUND LEASE PAYMENT ESTIMATED TO BE $324,000.00 PLUS INTEREST; (3) EXECUTE A MASTER DEVELOPMENT AGREEMENT (MDA) WITH DBC PROCIDA; (4) EXERCISE ALL PROVISIONS CONTAINED IN THE MDA AND LEASE; (5) EXECUTE ALL NECESSARY RENTAL ASSISTANCE DEMONSTRATION AND/OR MIXED-FINANCE AGREEMENTS AND ALL OTHER DOCUMENTS RELATED TO THE DEVELOPMENT; (6) SUBMIT A DEMOLITION AND/OR DISPOSITION APPLICATION TO HUD, IF REQUIRED; AND (7) EXECUTE AMENDMENTS TO ANNUAL CONTRIBUTIONS CONTRACTS, IF REQUIRED; AND WAIVING RESOLUTION NO. R-130-06 AND IMPLEMENTING ORDER 8-4

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. This Board incorporates and approves the foregoing recital and accompanying memorandum as if fully set forth herein.

Section 2. This Board awards development rights to DBC Procida, LLC as assignee of Procida Development Group, LLC and its affiliates ("DBC Procida") to redevelop the Homestead Gardens public housing site development, which is located at 1542 SW 4 Street, Homestead, Florida ("project site") pursuant to *Work Order Proposal Request No. 01295-01, Redevelopment of County Properties Under the Rental Assistance Demonstration Program for the Public Housing and Community Development Department.*

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute such agreements or documents as may be required by Florida Housing Finance Corporation (FHFC), including, but not limited to, an option to enter into a ground lease or similar instrument with HG Phase I, LLC, an affiliate of DBC Procida, to evidence and preserve such site control, in substantially the form attached hereto as Attachment "A" and incorporated herein by reference. This Board further authorizes the County Mayor or County Mayor's designee to take any additional steps required by FHFC to preserve HG Phase I, LLC's site control of the project site until such time as the United States Department of Housing and Urban Development (HUD) has approved the 75-year ground lease ("lease") described in section 3 of this resolution.

Section 4. In accordance with section 125.35, Florida Statutes, this Board authorize the County Mayor or County Mayor's designee to execute the lease for Homestead Gardens Phase 1 with HG Phase I, LLC in substantially the form attached hereto as Attachment "B" and incorporated herein by reference, in the total estimated amount of $2,264,538.00, inclusive of a

lump sum ground lease payment of $324,000.00 from which $100,000.00 will be collected at financial closing and the remaining balance, i.e. $545,088.00 (inclusive of principal and interests), will be collected over a 30-year period pursuant to a promissory note from HG Phase I, LLC. This Board further authorizes the County Mayor or County Mayor's designee to exercise all provisions contained therein, including, but not limited to, termination and technical and non-substantive amendment provisions.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to execute the master development agreement (MDA) with DBC Procida, in substantially the form attached hereto as Attachment "C" and incorporated herein by reference. This Board further authorizes the County Mayor or County Mayor's designee to exercise all provisions contained therein, including, but not limited to: (a) termination and technical and non-substantive amendment provisions; (b) technical and non-substantive amendment provisions; (c) reviewing and approving documents, plans, any and all other requests required of, or allowed by, DBC Procida, its sublessees or assignees to be submitted to County; (d) consenting to actions, events, and undertakings by DBC Procida or extensions of time periods for which consent is required by County, including, but not limited to, extensions of time for the performance of any obligation by County; (e) executing any and all documents on behalf of County necessary or convenient to the foregoing approvals, consents, and appointments; (f) assisting DBC Procida with and executing on behalf of the County any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, permits or other approvals to accomplish the construction of any and all improvements in and refurbishments of the property; (g) executing joinders and consents to access agreements, provided that same are no less favorable to the County, financially or otherwise, for the purposes of granting any needed non-exclusive vehicular and/or

pedestrian ingress and egress access routes and for any parking within and throughout the project; and (h) amending the MDA to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of the MDA.

Section 6. This Board authorizes the County Mayor or County Mayor's designee to execute any and all necessary Rental Assistance Demonstration and/or mixed-finance and related agreements and any and all other documents related to, and necessary for the development, management, and operation of the project site.

Section 7. This Board authorizes the County Mayor or County Mayor's designee to submit a demolition and/or disposition application to HUD, if required, for the project for the purpose of demolishing and disposing of the existing building located on the project site.

Section 8. This Board authorizes the County Mayor or County Mayor's designee to execute amendments to the annual contributions contracts, if required; execute any agreements, release from declarations of trust, and any other documents on behalf of the County, subject HUD's approval, and to exercise amendment, modification, cancellation, and termination clauses contained therein.

Section 9. This Board waives Resolution No. R-130-06 and Implementing Order 8-4 that requires the lease to be fully negotiated and executed prior to placement on the Board's agenda because the lease must be approved by HUD prior to its execution.

Section 10. This Board directs the County Mayor or County Mayor's designee to provide to the Property Appraiser's Office executed copies of the option to enter into a ground lease or similar instrument and lease within 30 days of their execution.

Section 11. This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the option to enter into a ground lease or similar instrument, lease, covenants, reverters 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 further 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 **Danielle Cohen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of April, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

OPTION TO GROUND LEASE

This Option to Ground Lease (this "**Option**") is made and entered into as of _____ , 2022 by and between Miami-Dade County, a political subdivision of the State of Florida, and a "public housing agency" as defined in accordance with the provisions of the United States Housing Act of 1937, as amended, (42 U.S.C. § 1437, *et seq.*) (the "**Authority**"), and HG Phase I, LLC, a Florida Limited Liability Company, (the "**Optionee**"), an affiliate of DBC Procida, LLC, a Florida Limited Liability Company.

WITNESSETH

WHEREAS, the Authority has selected Housing Trust Group, LLC (the "**Developer**"), to redevelop Homestead Gardens (FLA 005-050).

WHEREAS, the Authority owns public housing located on land in Miami-Dade County, Florida, as more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property**").

WHEREAS, Developer has caused Optionee to be organized to serve as the "Owner Entity" with respect to multiple Phases of the redevelopment effort (each such phase referred to hereunder as the "**Development Phase**").

WHEREAS, Optionee intends to redevelop (under the Rental Assistance Demonstration ("**RAD**") program of the United States Department of Housing and Urban Development ("**HUD**")) the public housing currently on the Property, together with the construction of related site improvements and amenities on the Property (the "**Project**").

WHEREAS, Optionee intends to apply to the Request for Applications ("**RFA**") issued by the Florida Housing Finance Corporation ("**FHFC**") for tax-exempt bonds and/or low-income housing tax credits ("**LIHTC**") to assist in the development of the Project.

WHEREAS, in connection with the LIHTC application to FHFC and otherwise to pursue financing, Optionee must demonstrate that it has "site control" of the Property sufficient to comply with the applicable financing requirements and issues this Option in order to satisfy same.

WHEREAS, the Option provides Optionee with the option to enter into a long-term ground lease of the Property (the "**Lease**") with the Authority in order to facilitate the Project, which the Authority and Optionee seek to pursue.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and the mutual covenants of the Authority and Optionee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Optionee hereby agree as follows:

1. Option. At any time on or before the Termination Date (as defined in Section 2), Optionee shall have the right and option to lease the Property pursuant to the Lease. Optionee may exercise the option granted herein at any time during the time prior to the Termination Date by notifying the Authority in writing at least thirty (30) days prior to the date the Lease shall become effective; provided, however, that the form and substance of the Lease and the execution and delivery of the Lease shall be subject to the approval of HUD, if and as required.

2. Term. Unless exercised by execution of the Lease or extended in writing by the parties hereto, this Option shall terminate without notice on June 30, 2023 (the "**Termination Date**").

3. Terms and Conditions of Lease. The material terms of the Lease shall be as follows:

a. The Lease term shall be seventy-five (75) years.

b. The lease will contain such reasonable terms and conditions as are required by the Authority, lenders, investors, and HUD.

c. The Lease rent shall be approximately $2,601,050.40 including a Capitalized Payment of $500,000.00, estimated interest payments of $411,600.00 from two separate Lessor Notes and Annual Lease payments increasing 3% each year estimated to total a value of $1,689,450.40.

d. Title to the Property shall be "as is" and subject to of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements including, but not limited to, use restrictions placed on the Property in conformance with HUD or FHFC requirements, and any other permitted exceptions agreed to by the Authority and Optionee. The Authority and Optionee acknowledge and agree that Optionee will rely on title insurance with respect to its leasehold interest in the Property and its ownership interest in the Project.

e. The Optionee will be responsible for all operating expenses of the Property, including insurance and all real estate taxes or payments in lieu of real estate taxes.

f. Except as expressly set forth in the Lease, neither the Authority nor the Optionee will have the right to transfer or assign its rights under the Lease, except with the consent of the other and, if applicable, of HUD.

g. Use of the Property will be the redevelopment, construction, and operation of affordable housing including units to be assisted under the HUD RAD/Section 18 program or otherwise.

4. Conditions. The Authority and the Optionee shall each be obligated to execute and deliver the Lease only upon the satisfaction of each of the following conditions:

a. The Optionee shall have obtained any and all government approvals, licenses, permits and other approvals necessary for the development of the Project, including, without limitation, such approvals as may be required under the National Environmental Policy Act and regulations thereunder. Without limitation, Optionee and/or the Authority shall have completed any federally required environmental review and its request for release of federal funds has been approved (and upon compliance with any conditions of approval established by the Responsible Entity and/or HUD), unless it has been determined that the transfer is exempt from federal environmental review and a request for release of funds is not required.

b. The Optionee shall have received an allocation of tax-exempt financing and/or LIHTC for the Project, facilitated the contribution of equity through the admission of an equity investor in the Owner Entity, and arranged debt financing that the parties agree are sufficient to develop the Property; and

c. The Authority shall have received, on or before entering into the Lease, HUD's approval, if required, of the disposition of the Property, the conversion of assistance under the RAD program, and transactional documents including the form of the Lease.

d. The property is encumbered by a DOT (in favor of HUD), which recording folio numbers can be found under Exhibit A. The proposed Ground Lease will include any HUD required model language. Neither Authority nor Optionee shall have any obligation to lease the land/property, and no transfer of a leasehold or fee title interest to Optionee may occur, unless and until HUD has provided a written notification that HUD has completed a Federally required environmental review and, subject to any other contingencies of that approval notification. Prior to execution of the Ground Lease or transfer of fee title, HUD's disposition approval under Section 18 or other pertinent statute must be obtained; any existing residents of dwelling units on the property must be relocated, as necessary and consistent with applicable relocation requirements, if required by HUD; any HUD approved demolition actions on the property must be completed.

5. Termination. In addition to the terms established on Section 2 above, the occurrence of any of the following shall give the Authority the right to terminate this Option to Ground Lease upon the terms and conditions set forth below:

a. Optionee fails to exercise its intention to apply to the Florida Housing Finance Corporation ("**FHFC**") for tax-exempt bonds and/or low-income housing tax credits ("**LIHTC**").

b. Institution of proceedings in voluntary bankruptcy by the Optionee.

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

d. Assignment of Lease by the Authority for the benefit of creditors.

e. A final determination of termination of this Option to Ground Lease in a court of law in favor of the Authority in litigation instituted by the Optionee against the Authority or brought by the Authority against Optionee.

f. Optionee's failure to cure, within thirty (30) days following Optionee's receipt of written notice from the Authority with respect to Optionee'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 days period).

6. Debt Financing. The Optionee will be permitted to assign or encumber its leasehold interest under the Lease as security for debt financing for the Project. Such assignments or encumbrances will be subject to the approval of the Authority and, if applicable, HUD.

7. Restrictive Covenant. In the event Optionee receives an allocation of LIHTC or tax-exempt bonds, the Authority hereby agrees that in its capacity as ground lessor under the Lease it shall execute for recordation a Low-Income Housing Tax Credit restrictive covenant if and as required by FHFC.

8. HUD/RAD Requirements. The parties to this Option shall comply with all applicable HUD and RAD Requirements including any applicable use restrictions. This Option is subject to those regulations and required approvals including all those regulations and required HUD approvals, including those under the RAD program, as applicable.

9. **URA Compliance**: The Authority acknowledges that prior to entering into this Option:

a. Optionee has represented that it does not have authority to acquire property by eminent domain.

b. Optionee has clearly advised the Authority that the Optionee is unable to acquire the property if negotiations fail to result in an agreement; and

c. Optionee has informed the Authority in writing of what it believes to be the market value of the Property; or, in the alternative, that the Option calls for a price to be set at a future date based on an appraisal of fair market value that will be made available to the Authority.

10. Conveyance "AS IS." The Authority will lease the Property to Optionee on an "AS IS, WHERE-IS, WITH ALL FLAWS" basis with no representations or warranties whatsoever regarding the Property.

11. License to Inspect. Prior to Closing on the Development Phase, the Authority shall grant Optionee a license to go onto the Property (or so much of it as the Authority then controls) and conduct all such inspections and testing as is reasonably necessary for development of the Project, provided that:

a. The Authority is given at least 48 hours' prior notice in writing, where feasible, or such shorter notice as it reasonably agrees to, including a description of any inspections and testing to be performed.

b. all inspection and testing will be conducted in compliance with all applicable requirements and done in a manner to minimize any material interference with any tenant's use and enjoyment of the Property.

c. Optionee and its contractors shall carry the insurance reasonably required by the Authority (which insurance shall cover any investigation performed pursuant to this license) and shall provide the Authority with proof of coverage at the time of any request for access and shall name the Authority as an additional insured, as its interests may appear, on any such insurance.

d. unless due to the gross negligence or substantial misconduct of the Authority its commissioners, officers, agents, contractors or employees, Optionee shall defend, indemnify and hold the Authority, its commissioners, officers, agents, contractors or employees, and their successors and assigns, harmless against and from any and all liability, claim of liability or expense arising out of or in any way connected with (i) any default by Optionee in performing any of its obligations hereunder or in accordance with the applicable requirements, or (ii) any negligent, reckless or intentionally tortious act or omission of Optionee or any of its agents, contractors, servants or employees in exercising its rights hereunder, such indemnification obligation of Optionee to survive any expiration or termination of this Option; and

e. upon completion of any investigation or testing, Optionee shall return the Property to substantially the same condition as existed prior to Optionee undertaking such investigation or testing unless otherwise agreed in writing by the Authority, in which event Optionee agrees to accept the site at Closing in such resulting condition and to restore the Property in the event Optionee fails to achieve Closing, except as otherwise agreed to by the Authority in writing, such restoration obligation of Optionee to survive any expiration or termination of this Option.

12. Recordation. Neither this Option nor the Lease shall be recorded, but upon execution of the Lease a memorandum of the Lease shall be recorded in the appropriate office of public records. All costs of transfer and recordation will be borne by the Optionee as a Project expense, and not by the Authority.

13. Notices. Any and all notices, elections, demands or communications permitted or required to be made under this Option shall be in writing, signed by the party giving such notice, and shall be delivered in person or sent by registered or certified mail to the other party hereto. The date of personal delivery or the date of such mailing, as the case may be, shall be the date that such notice or election shall be deemed to have been given. For the purpose of this Option:

If to County: Miami-Dade County
c/o Miami-Dade Public Housing and Community Development

701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attn: Clarence Brown, Interim Director

With 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 the Developer:
Procida Development Group LLC
456 E. 173rd Street,
Bronx, NY 10457
Attn: Mario Procida

With a copy to:
Procida Development Group LLC
456 E. 173rd Street,
Bronx, NY 10457
Attn: Sarah Williams

14. Choice of Law. This Option shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of laws provision thereof. Any action or proceeding arising hereunder shall be brought in the State or Federal Courts in Miami-Dade County, Florida.

15. No Assignment. The Optionee shall not assign its interest in the Option without the prior written consent of the Authority.

16. Counterparts. This Option may be executed in multiple original counterparts, each of which shall constitute an original document binding upon the party or parties signing the same. It shall not be necessary that all parties sign all counterparts, and this Option shall be binding if each party shall have executed at least one counterpart. A fully executed facsimile or .PDF copy of this Option, a copy of this Option signed by DocuSign or similar service or transmitted electronically, shall be effective as an original for any and all purposes.

[signature page follow]

IN WITNESS WHEREOF, the parties herein have set their hands as of the day and year first above written.

COUNTY:

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of [_____], by [_____], [_____] of Miami-Dade County, a political subdivision of the State of Florida.

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Name

Personally Known____ or Produced Identification____
Type of Identification Produced_____

Attachment A

OPTIONEE:
HG Phase I, LLC,
a Florida Limited Liability Company. affiliate of

DBC PROCIDA, LLC,
a Florida Limited Liability Company.

By: DBC PROCIDA, LLC, a Florida Limited Liability Company and Procida Development Group, LLC, manager

By: _____
Mario Procida, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by [_____], [_____] of [_____], a [_____].

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Name

Personally Known____ or Produced Identification____
Type of Identification Produced_____

Attachment A

Exhibit A

Homestead Gardens

Development Name	Address	Folio No.	County Commission District	Municipality	Current Zoning	Site Size (acres)	Opportunity Zone Census Tract
Homestead Gardens	1542 SW 4 ST, Homestead, FL 33033	10-7814-000-1110	9	Homestead	R-3	9.98	Not Applicable

Legal Description

N1/2 OF NW1/4 OF SE1/4 OF SE1/4 & W1/2 OF NE1/4 OF SE1/4 OF SE1/ LESS LIFT STATION.

Attachment B

GROUND LEASE

Dated as of _____, 2023

between

MIAMI-DADE COUNTY

Landlord

and

HG PHASE I LLC

AS ASSIGNEE OF DBC PROCIDA, LLC

Tenant

GROUND LEASE

THIS GROUND LEASE ("Lease"), made as of _____, 2023 (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 **HG PHASE I 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 developments known as Homestead Gardens(FLA 005-050).

WHEREAS, Tenant has proposed to newly construct a minimum of 162 mixed-income units, replace the existing 88 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; and

WHEREAS, Lanlord and Tenant are willing to enter into this Lease of the Land under RAD requirements pursuant to the March 2019 portfolio and the applied and/or approved CHAP with HUD, and requirements under HUD Diposition; and

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:

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

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.

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.

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.

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

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.

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 or the RAD Use Agreement, as applicable, for the period stated therein.

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

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

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.

Event of Default has the meaning set forth in Section 8.1.

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.

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.

HUD means the United States Department of Housing and Urban Development.

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.

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***".

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

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

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.

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

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.

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.

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.

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

Premises means the Land, the Improvements and the Personal Property.

Public Housing Units means the 81 units on the Premises regulated as public housingunits in accordance with the Regulatory and Operating Agreement or the RAD Documents, as applicable. These public housing units will be converted to RAD units and Project-Based Voucher units, contingent on HUD approval, and thus all reference to Public Housing Units in this Lease is also covered by the definitions of RAD Units.

Project-Based Voucher (PBV) Program means a component of a public housing agency's (PHA's) Housing Choice Voucher (HCV) program. PHAs are not allocated additional funding for PBV units; the PHA uses its tenant-based voucher funding to allocate project-based units to a project. Projects are typically selected for PBVs through a competitive process managed by the PHA; although in certain cases projects may be selected non-competitively. These PBV's are independent of the project based vouchers allowed through RAD.

RAD Document means any document effectuating any part of RAD Requirements, including without limitation, a RAD Conversion Commitment, a RAD Use Agreement, and a RAD HAP Contract.

RAD HAP Contract means Housing Assistance Payments Contract(s) for project based vouchers in the form required by RAD Requirements.

RAD Program means HUD's Rental Assistance Demonstration program originally authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55), as it may be re-authorized or amended, as further governed by HUD Notice H-2019-09, PIH-2019-23 (HA), Rental Assistance Demonstration Final Implementation-Revision 4, and any subsequent revisions thereto.

RAD Requirements means all requirements for the RAD Program applicable to Tenant as set forth in the RAD Documents and any other rules or regulations promulgated by HUD for the RAD Program.

RAD Unit means any of the 81 units on the Premises (or elsewhere if pursuant to a "transfer of assistance" approved by Landlord and HUD) to be converted and operated in accordance with RAD Requirements.

Regulatory Default has the meaning set forth in Section 8.5.

Rent means the amount payable by Tenant to Landlord pursuant to Section 3.1.

Sales Notice has the meaning set forth in Section 11.1.

Sales Offer has the meaning set forth in Section 11.2.

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

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

Tenant means HG PHASE I LLC, a Florida limited liability company.

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

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

ANNUAL RENT AND CAPITALIZED PAYMENT

3.1. Annual Rent. Tenant covenants and agrees to pay to Landlord as rent under this Lease:

(i) an annual rental amount equal to $10,000.00 per year, beginning in the later of Year 10 or the first year of positive cash flow after full payment of the deferred developer fee, whichever comes later, and increasing each year at three percent (3%) per year, commencing in the year following Landlord's receipt of the first payment of Annual Rent hereunder ***("Annual Rent")***, payable out of the available (net) cash flow that is distributable by

Tenant to its manager, provided that such Annual Rent shall not be paid prior to any distribution of developer fees, and.

"Annual Rent" 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 accrued to the following year. Payment shall be made payable to the Miami Dade County Public Housing and Community Development Department, 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.

3.2. Capitalized Payment. Tenant covenants and agrees to pay to Landlord as rent under this Lease:

(i) a one-time capitalized lease payment, in the amount of $324,000.00 (the "***Capitalized Payment***"), which amount is calculated by multiplying the number of units (*i.e.*, *162*) *times* $2,000.00 for Phase 1, from which the Developer shall pay $100,000.00 at Financial Closing and the remaining $224,000.00 shall be held by the County in a form of a lessor note as described in Lessor Note below.

"***Capitalized Payment***" If greater or fewer than 162 units are constructed at the Premises, the Capitalized Payment shall be adjusted on a unit-for-unit basis. Payment shall be made payable to the Miami Dade Couty Public Housing and Community Development Department, 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.

Lessor Note. For each phase, subject to LIHTC investor approval, the Owner Entity and the County will enter into agreement in which the County serves as lessor to the Owner Entity over the value of the Capitalized Lease Payment for each phase. In connection with the foregoing, the Owner Entity will execute and deliver to the County a promissory note in the amount of such loan. The terms of the Lessor Note are outlined below in the form of the Lessor Note and shall be subject to the approval of the LIHTC investors.

Principal Value: The principal value for Phase 1 of the Development is $224,000.00.

Interest Rate: The Applicable Federal Rate for Annual Compounding Long Term Debt as of the date of the issuance of the Lessor Note.

Term: Thirty years from the financial closing of the applicable Phase subject to the Lessor Note.

Payment: Annual simple interest only payments (non-amortizing) throughout the term of the loan. The principal shall be due and payable at the end of the Term.

3.3. 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).

3.4. 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.

3.5. 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.

3.6. 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/or all applicable RAD or 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) 50% of the units in the Premises will be set aside for occupancy by residents earning from 60% to 80% or less of the Area Median Income (AMI).

(ii) 50% of the units in the Premises will be RAD-funded PBV units, established via HUD's 40/60 RAD Blend, set aside for occupancy by residents earning the incomes required to comply with the RAD PBVs and non-RAD Section 18 PBVs.

(iii) It will (a) enter into the RAD HAP Contract when the same is presented by Landlord; (b) apply to Landlord for renewal of the RAD HAP Contract not later than ninety (90) days prior to the expiration of the RAD HAP Contract or any extension thereof, and (c) accept renewal of the RAD HAP Contract; and failure to do so will be considered a default under this Lease;

(iv) During the Term, Tenant will operate and maintain the RAD Units in accordance with the requirements of the RAD Program for so long as the RAD Use Agreement and RAD HAP Contract so require, except to the extent that any requirement may be specifically waived in writing by Landlord and/or HUD, as appropriate; and

(v) Neither the Improvements, nor any part thereof, may be demolished other than (1) in accordance with the RAD Requirements and with prior written approval of Landlord or

(2) as part of a restoration from a casualty. Tenant is required to maintain insurance sufficient to cover full replacement of the Improvements and any shortfall shall be the sole obligation of the Tenant to fund.

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 and/or RAD 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 and/or RAD 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 RAD Requirements and this Lease, the RAD 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 RAD 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.

(c) Tenant shall, complete the Development in the Premises as stipulated in the Master Development Agreement within the timeframe/milestones as described in Exhibit C.

(d)

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. Tenant and Landlord will establish Right of First Refusal, Right of First Offer, and Purchase Options for Landlord to be able to purchase the improvements or acquire the improvements.

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 and/or RAD 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.

(1) (a) The proposed improvements are subject to the County's Sustainable Buildings Program provisions in Chapter 9 of the Code of Miami-Dade County, Sections 9-71 through 9-75 together with Miami-Dade County Implementing Order IO 8-8, as managed by Miami-Dade County Office of Resilience within the Regulatory and Economic Resources Department. The Developer shall design the Development to be consistent with a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED") as required by County Implementing Order 8-8. Pursuant to Implementing Order 8-8, the requirement for applying the appropriate LEED Silver standard may be modified due to special circumstances of the Development. Such modification shall be for the express purpose of ensuring the use of the most appropriate or relevant rating standard, and shall not, in any way, exempt the requirement to apply green building practices to the maximum extent possible. This substitution process shall be administered by and through the County's Office of Resilience Sustainability Manager.

The LEED Silver certification or designation relative to the Development is outlined by the U.S. Green Building Council. The Developer agrees to regularly provide 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.

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, Developer 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 Developer will utilize "green building standards" in the design and construction of the overall Development in an effort to achieve the important goals of creating a healthy place to work as well as an environmentally responsible development in the community. Developer's decision whether to incorporate or adopt any such additional steps or means shall be made in Developer's sole and absolute discretion. Other specific requirements include:

Energy-efficient reflective roofs or green roofs are also specifically required per Miami-Dade County Resolution No. R-1103-10; and

Electric Vehicle (EV) charging stations are required per Miami-Dade County Resolution No. R-1101-15.

5.9. Sea Level Rise and Heat Resilience.

In accordance with Miami Dade Board of County Commissioners (BCC) Resolution R-451-14, the Developer shall be required to consider sea level rise projections and potential impacts as best estimated at the time of the Projects, using regionally consistent unified sea level rise projections and sea level rise data mapping websites, during all project phases including but not limited to planning, design, and construction, to ensure that the Projects will function properly for fifty (50) years or the design life of the projects, whichever is greater.

The Developer shall provide a comprehensive landscape plan for all open spaces that meets or exceeds the minimum standards described in the Miami-Dade County Landscaping Ordinance Chapters 18A and 18B and aligns with the Landscape Manual, while also complying with any municipal landscape code requirements, in a way that reduces building energy use intensity, aids onsite stormwater management, and expands existing tree canopy to increase community resilience to extreme heat while also enhancing overall appearance. In accordance with CDMP Policy LU-8I, the Developer is encouraged to incorporate additional heat mitigation elements into the project including porous pavements, cool roofs, and high albedo surfaces. The Developer will be required to consult with all appropriate County departments and plans will need to be in accordance with Miami-Dade County Implementing Order IO 8-8 and approved by Miami Dade PHCD Department.

ARTICLE VI

CASUALTY AND TAKING

6.1. Casualty.

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

Notwithstanding anything contained in this Section 6.1, or otherwise in this Lease to the contrary, as long as 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 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 liened in any manner whatsoever, and Tenant may reduce or discharge any such encumbrance or lien by payment or otherwise at any time after giving thirty (30) days' written notice thereof to Landlord. Tenant may recover or recoup all costs and

expenses thereof from Landlord if 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, (ii) the Commencement Date to occur, within eleven (11) months following the Lease Date, and (iii) meet the timeframe/milestones as described in Exhibit C.

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

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

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

(e) 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.

(f) 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 emption, building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

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
Telephone (786) 469-4126

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

LANDLORD'S AUTHORITY

14.1. Designation of Landlord's Representatives. The Miami-Dade County Mayor, or his or her designee, shall have the power, authority and right, on behalf of the Landlord, in its capacity as Landlord hereunder, and without any further resolution or action of the Board of County Commissioners, to:

(a) Review and approve documents, plans, applications, lease assignments and requests required or allowed by Tenant to be submitted to Landlord pursuant to this Lease;

(b) Consent or agree to actions, events, and undertakings by Tenant or extensions of time periods for which consent or agreement is required by Landlord, including, but not limited to, extending the date by which the Commencement Date must occur under Section 8.3) or granting extensions of time for the performance of any obligation by Tenant hereunder;

(c) Execute any and all documents on behalf of Landlord necessary or convenient to the foregoing approvals, consents, and appointments;

(d) Assist Tenant with and execute on behalf of Landlord any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, Entitlements, permits or other approvals to accomplish the construction of any and all improvements in and refurbishments of the Premises,

(e) Amend this Lease and any Subleases (and related recognition and non-disturbance agreements) to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of this Lease;

(f) Execute Subleases with Qualified Assignees, including any amendments, extensions, and modifications thereto, and/or the lease bifurcation documents contemplated by Section 5.7; and

(g) Execute recognition and non-disturbance agreements and issue estoppel statements as provided elsewhere in this Lease.

ARTICLE XV

HUD-REQUIRED RAD PROVISIONS

15.1. HUD-Required RAD Provisions. In addition to entering into this Lease, Landlord and Tenant also contemplate the provision of rental assistance to the Development pursuant to a RAD HAP Contract. If a RAD HAP Contract is entered into, HUD will require Landlord and Tenant to enter into a RAD Use Agreement in connection with the provision of rental assistance to the Development. Notwithstanding any other clause or provision in this Lease, upon execution of the RAD Use Agreement and for so long as the RAD Use Agreement is in effect, the following provisions shall apply:

(a) This Lease shall in all respects be subordinate to the RAD Use Agreement. Subordination continues in effect with respect to any future amendment, extension, renewal, or any other modification of the RAD Use Agreement or this Lease.

(b) If any of the provisions of this Lease conflict with the terms of the RAD Use Agreement, the provisions of the RAD Use Agreement shall control.

(c) The provisions in this Section 15.1 are required to be inserted into this Lease by HUD and may not be amended without HUD's prior written approval.

(d) Violation of the RAD Use Agreement constitutes a default of this Lease.

(e) Notwithstanding any other contract, document or other arrangement, upon termination of this Lease, title to the real property leased herein shall remain vested in Landlord and title to the buildings, fixtures, improvements, trade fixtures and equipment that belong to Tenant shall vest in Landlord.

(f) Neither the Tenant nor any of its partners or members shall have any authority to:

(i) Take any action in violation of the RAD Use Agreement; or

(ii) Fail to renew the RAD HAP Contract upon such terms and conditions applicable at the time of renewal when offered for renewal by the Landlord or HUD; or

(iii) Except to the extent permitted by the RAD HAP Contract or the RAD Use Agreement and the normal operation of the Development (e.g., in connection with a Sublease to a Qualified Assignee), neither the Tenant nor any partners or members shall have any authority without the consent of Landlord to sell, transfer, convey, assign, mortgage, pledge, sublease, or otherwise dispose of, at any time, the Development or any part thereof.

ARTICLE XVI

MISCELLANEOUS

16.1. 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.

16.2. 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.

16.3. 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.

16.4. 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.

16.5. 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.

16.6. 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.

16.7. 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.

16.8. 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.

16.9. 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.

16.10. 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.

16.11. 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: Clarence Brown, Interim 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: HG Phase I LLC
456 E. 173rd Street
Bronx, NY 10457
Attn: Mario Procida

and a copy to: Procida Companies LLC
456 E. 173rd Street
Bronx, NY 10457
Attn: Sarah Williams

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

16.12. 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.

16.13. 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.

16.14. 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.

16.15. 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.

16.16. 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.

16.17. 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.

16.18. 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: _____
Morris Copeland
Chief Community Services Officer

Date: _____

_____
Witness
Print Name:_____

Attest: _____
Luis G. Montaldo
Clerk AD Interim

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

TENANT:

HG Phase I, LLC, a Florida limited liability company

By: DBC Procida, LLC, a Florida Limited Liability Company, its manager

By: _____
Mario Procida, Manager

_____
Witness
Print Name: PETER PROCIDA

_____
Witness
Print Name: Feb 06, 2023

EXHIBIT A

Land

Legal Description

A PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, AND OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 14, TOWNSHIP 57 SOUTH, RANGE 38 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 57 SOUTH, RANGE 38 EAST; THENCE NORTH 00°58'23" WEST, ALONG THE EAST LINE OF SAID WEST 1/2 FOR 30.00 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 89°27'40" WEST ALONG A LINE 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14 FOR 297.78 FEET TO A POINT ON THE ARC OF A CIRCULAR NON-TANGENT CURVE CONCAVE NORTHEASTERLY FROM WHICH A RADIAL LINE BEARS NORTH 36°19'51" EAST; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 52°42'24", FOR AN ARC DISTANCE OF 23.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°57'45" WEST ALONG A LINE LYING 25.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14, FOR 307.16 FEET TO A POINT ON A LINE LYING 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE SOUTH 89°26'31" WEST ALONG SAID SOUTH LINE 120.99 FEET; THENCE NORTH 00°34'35" WEST 281.93 FEET TO A POINT ON A LINE LYING 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH 89°25'25" EAST ALONG SAID PARALLEL LINE 384.61 FEET; THENCE ALONG A BOUNDARY OF THE LIFT STATION PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 13042, PAGE 2341, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THE FOLLOWING THREE (3) COURSES: 1) SOUTH 00°58'23" EAST 34.00 FEET; 2) NORTH 89°25'25" EAST 26.00 FEET; 3) NORTH 00°58'23" WEST 34.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 25.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH 89°25'25" EAST ALONG SAID PARALLEL LINE 16.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE SOUTH 00°58'23" EAST ALONG SAID EAST LINE 609.15 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 220,226 SQUARE FEET (5.0557 ACRES), MORE OR LESS.

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 in an amount not less than $1,000,000 per occurrence. 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 in an amount not less than $1,000,000 per occurrence for Bodily Injury and Property Damage combined.

D. Professional Liability Insurance in the name of the Selected Proposer or the licensed design professional employed by the Selected Proposer in an amount not less than $1,000,000 per claim. This insurance shall be maintained for a period of two (2) years after the County's acceptance of the applicable Improvements from the Selected Proposer.

E. Completed Value Builders' Risk Insurance on an "all risk" basis, including Windstorm, in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). Coverage shall remain in place until substantial completion of construction has been reached as determined by Miami Dade County, Public Housing and Community Development Department. The policy shall be in the name of Miami Dade County and the Selected Proposer, or the Contractor.

F. Property Insurance Coverage on a "special causes of loss" form in an amount not less than one hundred (100%) percent of the replacement cost of the building(s) or structure(s). Miami-Dade County must be named as a Loss Payee with respect to this coverage.

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**
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
701 NW 1 CT
16TH FLOOR
MIAMI, FL 33136

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.

EXHIBIT C

Development Timeframe/ Milestones

Phase 1

Predevelopment

Construction Documents	Q1 2023
Secure Financing Commitments	Q1 2023
HUD RAD Conversion Commitment	Q2 2023
Building Permit	Q2 2023
Closing	Q2/ Q3 2023

Construction

25% Completion	Q1 2024
50% Completion	Q2 2024
75% Completion	Q3 2024
95% Completion	Q4 2024
Temporary Certificate of Occupancy	Q4 2024

MASTER DEVELOPMENT AGREEMENT

BETWEEN

MIAMI-DADE COUNTY

AND

DBC PROCIDA, LLC

AS ASSIGNEE OF PROCIDA DEVELOPMENT GROUP, LLC

(FOR DEVELOPMENT OF HOMESTEAD GARDENS)

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MASTER DEVELOPMENT AGREEMENT

DBC PROCIDA, LLC, a Florida limited liability company, (the "**Developer**"), as assignee of PROCIDA DEVELOPMENT GROUP, LLC, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida and a "public housing agency" as defined in the United States Housing Act of 1937, as amended (the "**County**"), hereby enter into this Master Development Agreement (this "**Agreement**"), effective as of _____, _____ (the "**Effective Date**"), to memorialize certain business terms, conditions and agreements regarding future redevelopment of Homestead Gardens (Group 5) in Miami-Dade County, Florida (the "**Development**").

1. Definitions.

"**A/E**" shall have the meaning set forth in Section 4(b).

"**Affordable Housing**" shall mean housing units that do not exceed the maximum monthly rent limits (as determined by the Florida Housing Finance Corporation for its multifamily rental programs) for households at or below eighty (80) percent of the medium income level for the Miami-Dade County Metropolitan Statistical Area.

"**Agreement**" shall have the meaning set forth in the introductory paragraph of this Agreement.

"**Annual Rent**" shall have the meaning set forth in Section 5(c).

"**Applicable Transfer**" shall have the meaning set forth in Section 28.

"**APP**" shall have the meaning set forth in Section 27.

"**Board**" shall have the meaning set forth in Section 3(a).

"**Capitalized Payment**" shall have the meaning set forth in Section 5(b).

"**Community Benefits Program**" shall mean those programs set forth in Exhibit A of this Agreement, which the Developer agrees to provide in connection with the Development, all subject to the terms and conditions of this Agreement.

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

"**County**" shall have the meaning set forth in the introductory paragraph of this Agreement and shall also include its housing department, Miami-Dade Public Housing and Community Development Department.

"**County's Responsible Wages**" shall mean the requirement for minimum payment of specified wages to employees performing work on County construction contracts and privately funded construction on County owned land as set forth in Section 2-11.16, Miami-Dade County Code of Ordinances

"**Cure Period**" shall have the meaning set forth in Section 10.

"**Default Notice**" shall have the meaning set forth in Section 10.

"**Department of Cultural Affairs**" shall have the meaning set forth in Section 27.

"**Developer**" shall have the meaning set forth in the introductory paragraph of this Agreement.

"**Developer Fee**" shall have the meaning set forth in Section 5(a).

"**Development**" shall have the meaning set forth in the introductory paragraph of this Agreement.

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

"**Development Plan**" shall have the meaning set forth in Section 4(a)(1).

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

"**Economic Unavoidable Delay**" shall mean (i) delays due to strikes; acts of God; pandemics or other public health crises (including the economic consequences of same) that impact the Development; (ii) floods; fires; any act, neglect or failure to perform of or by the County (to the extent that it affects performance by Developer); (iii) enemy action; civil disturbance; sabotage; restraint by court or public authority; (iv) extraordinary economic or political conditions or events that result in a significant decline in economic activity that impairs access to debt or equity markets by developers of development projects in the United States or South Florida similar to the portion of the Development being developed or that allows committed debt or equity participants to terminate their debt or equity commitment, such as a temporary or long term liquidity crisis or recession, or (v) new duties, taxes, or other charges imposed as a result of geopolitical actions that result in a material increase in the construction costs for the Development.

"**Effective Date**" shall have the meaning set forth in the introductory paragraph of this Agreement.

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

"**Existing Residents**" shall mean those residents currently residing at Homestead Gardens, or who were originally residing at Homestead Gardens when the RAD conversion meeting process began in May 2020, who will have all the resident rights that HUD's RAD program requires, as outlined in the RAD Notices.

"**Event of Infeasibility**" shall have the meaning set forth in Section 8(b).

"**FGBC**" shall have the meaning set forth in Section 4(b)(25).

"**FHFC**" shall mean the Florida Housing Finance Corporation.

"**Financial Benefits**" shall have the meaning set forth in Section 4(b)(21).

"**Financial Closing**" shall mean closing on construction financing for a particular Phase of the Development.

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

"**Ground Lease**" shall have the meaning set forth in Section 3(b).

"**HUD**" shall mean United States Department of Housing and Urban Development.

"**HUD PIC**" shall have the meaning set forth in Section 3(c).

"**IPSIG**" shall have the meaning set forth in Section 25.

"**LEED**" shall have the meaning set forth in Section 4(b)(25).

"**Lessor Note**" shall have the meaning set forth in Section 5(d).

"**LIHTC**" shall mean Federal Low-Income Housing Tax Credit under Section 42 of the Internal Revenue Code.

"**Liquidated Damages**" shall mean those damages to be paid by the Developer to the County for failure to provide any material portion of any item of the Community Benefits Programs, which shall be calculated and assessed in the manner set forth in Section 9(d) for Community Benefits Programs.

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

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

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

"**Net Cash Flow Participation**" shall have the meaning set forth in Section 5(e).

"**NGBS**" shall have the meaning set forth in Section 4(b)(26).

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

"**PBRA**" shall have the meaning set forth in Section 16(a)(i.).

"**PBVs**" shall have the meaning set forth in Section 16(a)(i.).

"**Phase**" shall have the meaning set forth in Section 3(b).

"**Phase Development Plan**" shall have the meaning set forth in Section 4(a)(1).

"**Procedures Manual**" shall have the meaning set forth in Section 27.

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

"**Property**" shall mean Homestead Gardens as legally described in the Ground Lease.

"**RAD**" shall mean HUD's Rental Assistance Demonstration program originally authorized by the

Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55), as it may be re-authorized or amended.

"**RAD Conversion Commitment**" shall mean a commitment from HUD to the County and an Owner Affiliated Entity to provide a RAD HAP Contract in accordance with the conditions stated in such commitment.

"**RAD Financing Plan**" shall mean as such term is defined in the RAD Implementation Notice.

"**RAD HAP Contract**" shall mean a Housing Assistance Payments Contract in the form required by RAD Requirements.

"**RAD Requirements**" shall mean all requirements of RAD, including, without limitation, those set forth in HUD Notice H-2019-09/ PIH-2019-23 (the "**RAD Implementation Notice**") and HUD Notice PIH-2016-17 (HA)/ H-2016-17 (the "**RAD Fair Housing Notice**"), each as they may be amended.

"**RAD Unit(s)**" shall mean any unit assisted by a RAD HAP Contract.

"**Redevelopment Plan**" shall have the meaning set forth in Section 3(b).

"**Scope of Work**" shall have the meaning set forth in Section 3(b).

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

"**Sublease**" shall have the meaning set forth in Section 5.7 of the Ground Lease.

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

"**Relocation Plan**" shall have the meaning set forth in Section 4(b)(16).

"**UFAS**" shall mean Uniform Federal Accessibility Standards, in accordance with the accessibility requirements of HUD's Section 504 (24 CFR 8.32).

"**Unit Mix**" shall have the meaning set forth in Section 3(b).

"**Use Period**" shall have the meaning set forth in Section 4(b)(22).

"**Use Restrictions**" shall have the meaning set forth in Section 4(b)(22).

"**WOPR**" shall have the meaning set forth in Section 3(a).

2. Nature of Agreement.

This Agreement sets forth the principal terms that have been agreed to by the parties concerning the Development. It is anticipated that this Agreement will constitute the "Master Development Agreement" for the development and construction of the Development. The parties are executing this Agreement to establish the principal terms of

the transaction in order to enable both parties to proceed with an understanding of their obligations and agreements with regard to the Development.

This Agreement is intended to provide an overall framework for a cooperative, public-private, highly coordinated approach to the implementation of the redevelopment plan of the Development. The County and the Developer agree to work with each other in good faith to execute any subsequent agreements that may be needed to complete the Development.

3. Development Feasibility and Structure.

(a) Request for Proposals and Developer's Response. The County sought proposals under WOPR No. 01295-01 (the "**WOPR**") for the Development from qualified housing developers. Procida Development Group, LLC submitted a response to the WOPR on July 23, 2020. On October 6, 2020, the Miami-Dade Board of County Commissioners (the "**Board**") adopted Resolution No. R-961-20, awarding the site control of the Property through a Short-Term Ground Lease to the Developer, as assignee of Procida Development Group, LLC, and authorizing further negotiations with the Developer with respect to this Agreement. The County hereby approves the designation of the Developer as the developer for the Development, subject to and in accordance with the terms and conditions provided herein. Upon entering into a Sublease with an Owner Affiliated Entity, such Owner Affiliated Entity shall receive an assignment of the development rights with respect to such portion of the Property. For avoidance of doubt, any Sublease with an Owner Affiliated Entity shall be permitted only pursuant to the approval process set forth in the Ground Lease. Upon the Developer's assignment of its development rights to Owner Entities, the Developer's responsibilities hereunder with respect to such portion of the Property will cease and be of no further effect, and such responsibilities will transfer to such other Owner Entities, as applicable.

(b) Development Overview. The parties acknowledge and agree to comply with all RAD Requirements in existence at the time of execution of this Agreement, and as may be amended from time to time. The Development shall be a mixed-income development, consisting of the construction of up to 250 mixed-income units (or the maximum permitted by applicable zoning requirements), including 125 RAD Units receiving project-based voucher assistance under the RAD program, Affordable Housing, workforce housing units as defined by Section 33.193.6 of the Code of Miami-Dade County, as may be amended from time to time, and market rate housing (as applicable). The Development will be carried out in multiple phases (each referred to as a "**Phase**"). Any existing public housing units at the existing Homestead Gardens site that are not converted to RAD units (25 units), as part of the Development, will be to-be-converted RAD units that the Developer and County will work together on deciding where they get placed. The County will make all reasonable attempts to provide the Project with additional project-based voucher units, in addition to the RAD units, to support the Project, subject to HUD approval. All RAD Units and affordable housing units in each Phase 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 (as such term is defined in Section 42 and

required by the Florida Housing Finance Corporation ("**FHFC**") and any applicable extended use period.

The development includes state-of-the-art units and amenities, and significant community benefits as described on Exhibits A-1 and A-2. The preliminary schematic plans for Homestead Gardens are attached hereto at Exhibit C (hereinafter referred to as the **"Scope of Work"**). These preliminary Schematic Plans are subject to change as set forth in this Section 3(b). An initial development budget for the Phases of the Development will be attached (as set forth below) hereto as Exhibit D (hereinafter referred to as the "**Development Budget**"), and will include a pre-development budget for each phase. An initial development schedule will be attached (as set forth below) hereto as Exhibit E (hereinafter referred to as the **"Development Schedule**"). A description of the unit types, sizes and targeted income levels (the "**Unit Mix**") for the Development is attached as Exhibit F. A list of key Development team members is attached as Exhibit G. The Scope of Work, Development Budget, Development Schedule, and the Unit Mix shall be referred to as the "**Redevelopment Plan**."

The Developer will submit the Development Budget and Development Schedule to the County within sixty (60) days after the Effective Date for the County's review, comment and approval. Upon approval of the Development Budget and Development Schedule by the County, each will be incorporated hereto, respectively, as Exhibit D and Exhibit E. If the County has not provided the Developer with written notice of its approval of the Development Budget and Development Schedule or with any written comments with respect thereto within the later of (i) thirty (30) days of submission, or (ii) ninety (90) days following the execution of this Agreement, the County shall be deemed to have consented to the Development Budget and Development Schedule.

Following the County's approval (or deemed approval) of the Development Budget and Development Schedule, Developer shall be required to obtain the County's approval, such approval not to be unreasonably withheld, only with respect to Material Changes to the Redevelopment Plan and as Material Changes become necessary. At a minimum, notice of any Development updates shall be provided in monthly intervals. After the County provides County's approval (or deemed approval) of the Redevelopment Plan, any other changes, other than Material Changes, shall be deemed effective upon the Developer providing to the County notice of said change(s). Subject to the preceding sentence, the following shall be considered "**Material Changes**":

(1) Changes to the Unit Mix that preclude the redevelopment of 125 RAD Units at a ratio to other units of 50% or less per Phase;

(2) Prior to Financial Closing of any Phase, an increase in the Development Budget by more than 10%, net of inflation as determined by the R. S. Means City Cost Index for Miami; or

(3) Prior to Financial Closing of any Phase, changes to the Development Schedule that delay Construction Completion or lease-up by more than one hundred twenty (120) calendar days.

If the County has not provided the Developer with written notice of its approval of any submitted Material Change(s) to the Redevelopment Plan or with any written comments to any such submitted Material Change(s) within thirty (30) days of submission, the County shall be deemed to have consented to any such Material Change(s) to the Redevelopment Plan.

Furthermore, a 75-Year Ground Lease subject to HUD's approval, or Option to Enter Into a Ground Lease will be executed by and between the County and the Developer to reflect the site control granted to the Developer with respect to Homestead Gardens (the "**Ground Lease,**" as such may be amended and/or restated from time-to-time). As provided above, the comprehensive Development contemplated herein will occur in Phases and the County will permit various sub-ground leases under the Ground Lease with various Owner Entities with respect to each of the various Phases that collectively comprise the Development. All proposed sub-ground leases will be first submitted to the County for review and approval prior to execution of said sub-ground leases. The County will provide approval, which will not be unreasonably withheld, within thirty (30) calendar days. If the County does not respond to the Developer's submission of a proposed sub-ground lease then said sub-ground lease will be deemed as approved by the County.

The parties understand that the RAD Requirements require that any Existing Resident who is on a public housing lease, has submitted an application to be added to an existing lease, or is otherwise in lawful occupancy at the time of issuance of a RAD CHAP (i.e., Commitment to Enter into a Housing Assistance Payments Contract) has a right to return to the Development, but actual RAD Requirements will govern. The parties further acknowledge and agree that the number of RAD Units contemplated as part of the Development is intended to provide each Existing Resident a right to return to the Development upon Construction Completion, through a one-for-one replacement of all existing public housing units and by ensuring that each Existing Resident household has access to a right-sized unit for its household size. To assure the Existing Residents of options and choices in the development process, if an Existing Resident desires to move from the Development (instead of remaining in the Development and becoming a resident in a new RAD unit upon Construction Completion), the County will seek to provide the resident with alternative relocation resources, following the guidelines set forth in Miami-Dade Public Housing and Community Development's Admissions and Continued Occupancy Policy (ACOP) and any related County Resolutions.

(c) Ownership Entities for Rental Phase and Selection of Investor. The Developer shall form different owners to own each Phase of the Development (each, an "**Owner Affiliated Entity**"), as further evidenced by each Sublease. Each Owner Affiliated Entity will have a managing member that will be a limited liability company controlled by the Developer. The principal equity interest in the Owner Affiliated Entity with respect to any Phase containing LIHTC Units will be owned by a LIHTC investor that is selected by the Developer and subject to approval by the County, not to be unreasonably withheld.

In cases where the Unit Mix includes RAD Units, as well as affordable and/or market rate units, the RAD Units shall be considered "fixed" or "floating," and identified as such in the HUD PIH Information Center ("**HUD PIC**") website, or any successor information

system.

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

4. Development Responsibilities.

(a) Developer Responsibilities. As more specifically set forth herein, the Developer (which, for purposes of this Section 4, will be deemed, if applicable, to be the Owner Affiliated Entity to which Developer has entered into a Sublease with the intent for such entity to develop all or a portion of the Property) shall be responsible for development services in connection with the new construction work in each Phase of the Development. The Developer shall be responsible to manage and maintain the continued occupancy of any Phase of the Development upon Construction Completion of the Development, as well as carrying out all other work for which Developer is responsible, as such responsibilities are detailed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that the Developer shall have no responsibility, liability or obligation (other than those obligations set forth in this Agreement) with respect to the existing units or the Existing Residents until they have been moved into a Phase of the Development. The actual services to be delivered by the Developer shall include all development services reasonably required to complete the construction of the Development and, except as otherwise provided herein and to the extent applicable, to cause each Owner Affiliated Entity to facilitate the construction of each Phase of the Development, including, but not limited to:

(1) establishing phasing and timetables, structuring and securing financing and obtaining necessary city and County approvals, and hiring a general contractor or construction manager. Not less than thirty (30) calendar days prior to submission of any funding applications, the Developer shall submit to the County a complete draft development plan (each, a "**Phase Development Plan**"), including Scope of Work, Development Budget in Excel (in a format that includes formulas and cell inputs that the County can review and work with), Development Schedule and Unit Mix. If the Phase Development Plan incorporates Material Changes to the Redevelopment Plan, then the County shall approve any modifications to a Phase Development Plan within ten (10) calendar days after the County receives the Phase Development Plan.

(2) providing financing to the project (other than financing which is the responsibility of the County, as such financing is identified in this Agreement) and identifying and securing additional financing, including completing funding applications for available local, state, and federal funding, as mutually agreed upon by the County and the Developer;

(3) providing all required third-party guarantees, including investor and completion guarantees;

(4) preparing the RAD Financing Plan; providing identification of all sources and uses of funding, cost estimates, and confirming the appropriateness of all budget line items, assisting in preparing or coordinating all documents necessary for closing of the financing in accordance with, as applicable, RAD Requirements; collaborating with the County to finalize documents and assist in the preparation of the evidentiary submission to HUD; and scheduling the Financial Closing; providing a copy of all Financial Closing documents to the County in searchable PDF and Excel format;

(5) entering into contracts or agreements, consistent with the terms of this Agreement, necessary or convenient for Construction Completion of the Development, which contracts or agreements may be assigned, as appropriate, by the Developer to the related Owner Affiliated Entity at or prior to the financial closings. Awards shall be made to the bidder or offeror whose bid or offer is most advantageous to the Development, taking into consideration price, quality and other factors deemed by the Developer to be relevant; the Developer shall make good faith efforts to contract with qualified bidders and offerors that are HUD Section 3 businesses, Small and Minority firms, Women's Business Enterprise, and Labor Surplus Area firms, and is committed to hiring and contracting 25% of the total construction contract value from Section 3, SBE, MBE, WBE firms, hiring 25% of construction jobs created from Section 3 eligible residents, and hiring 25% of permanent property management jobs created from Section 3 or targeted zip code residents ; the Developer shall not employ or contract with any third party contractor which has been debarred by HUD or the County and shall promptly terminate any contracts with any third party contractor that is subsequently debarred;

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

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

(8) carrying out property management of the Development pursuant to a Management Agreement, which the Developer will create and Developer and County will mutually agree on within one hundred eighty (180) days after the Effective Date, and will then be incorporated hereto as Exhibit H. If the County has not provided the Developer with written notice of its approval of the Management Agreement or with any written comments with respect thereto within the later of (i) thirty (30) days of submission, or (ii)

ninety (90) days following the execution of this Agreement, the County shall be deemed to have consented to the Management Agreement. attached hereto and made a part hereof as Exhibit H to this Agreement, following the Construction Completion of each Phase of the Development, including maintaining all applicable occupancy standards and maintaining all requisite reports, certifications and data in accordance with applicable UFAS unit reporting requirements; Developer shall assist the County with all reporting and coordination requirements, including, but not limited to, HUD-PIC coordination and submissions required for the project; the property management agreement shall include provisions for resident grievance procedure, and additionally stipulate at least one member of the full-time property management site employees is a community resident.

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

(10) establishing a detailed scope of work, in conjunction with the County, for the new construction work and submitting the same for County approval; and

(11) providing all records as may be required by the County, including, but not limited to, records pertaining to Davis-Bacon, job training, employment, HUD Section 3 and small and minority firms, women-owned enterprises, and labor surplus firms, HUD Section 3 jobs created by trade, during construction and post construction, etc.

(b) Design, Construction, Relocation Plan, and Accessibility Requirements.

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

(2) The Developer will provide the County with all cost certifications and reports from the investor and lender and the County will have the

opportunity to review and comment on such certifications and reports.

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

(4) The Developer shall meet or exceed federal accessibility requirements and other requirements as indicated herein. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 and 24 C.F.R. Parts 8 and 9, prohibits discrimination against persons with disabilities in any program or activity receiving Federal Financial assistance. 24 C.F.R. § 40.4 established the Uniform Federal Accessibility Standards (UFAS) as the standard design, construction, or alteration of residential structures. UFAS became effective July 11, 1988. The Developer shall provide at a minimum (unless more stringent requirements apply) not less than five percent (5%) of UFAS compliant units for mobility-impaired persons. An additional minimum of two percent (2%) is required for people with hearing or vision impairments. Not less than one unit each shall be provided for mobility-impaired and one unit for vision or hearing impaired if percentages indicate that less than one unit is required. UFAS compliance and certifications are required for all areas required by UFAS, including interior and exterior of units, common areas, site and parking, etc. The Developer shall retain an independent, experienced, and qualified third-party consultant (UFAS consultant) to certify UFAS compliance in a certification form provided by the County. The UFAS consultant shall provide the HUD UFAS Accessibility Checklist along with its certification form, attached hereto as Exhibit M, to the County. The UFAS consultant shall not be the architect of record. The UFAS consultant shall have experience in providing UFAS certification including design reviews, construction reviews, and certifications. Additionally, the UFAS consultant shall provide to the Developer, and copy to the County, comments at fifty percent (50%) and one hundred percent (100%) of construction documents. The Developer shall submit, through the County, its one hundred percent (100%) construction documents for UFAS units for review and approval by HUD. Any comments by HUD and/or the County and any other agencies having jurisdiction shall be incorporated in the construction documents. The UFAS consultant shall also conduct on-site inspections during construction at fifty percent (50%) and one hundred percent (100%) of Construction Completion to confirm UFAS compliance. The Developer, architect of record, the UFAS consultant, and the Developer's general contractor shall attend HUD's site inspections that may be conducted during construction and/or at Construction Completion. The Developer shall facilitate site access for HUD's site inspections. HUD will provide comments to the County and the Developer. The Developer shall address all HUD comments to receive HUD approval. If Developer fails to comply with UFAS, as may be identified by the County, HUD or any other

entity having jurisdiction, such noncompliance shall be deemed an Event of Default pursuant to Section 9 of this Agreement, and the Developer shall be provided an opportunity to cure said default, at the Developer's cost, as prescribed by Section 10 of this Agreement. On-going information concerning UFAS units and its occupants shall also be required by the County, which requirement shall survive this Agreement. The Developer shall provide required UFAS–related information as reasonably required by the County. In addition, developers are highly encouraged to provide units that are easily "adaptable" to UFAS units. The Developer shall assist with UFAS reports and any other reports or information required by County or HUD.

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

(6) The Developer shall pay a $2,500.00 per month fee to PHCD during the entire construction duration of the project for Davis-Bacon compliance review. The first payment shall be due 30 days after the construction of the project has begun. Failure to comply with Davis-Bacon wage rate or other federal required classification requirements will affect payments to the Developer (refer to Section 6, Payment Provisions). In addition, the County will assess the Developer up to a $500.00 daily penalty fee to cover reasonable administrative costs it incurs for managing issues associated with the Developer's, and/or its consultants, contractors or vendors, non-compliance with the applicable regulations. This includes, but is not limited to, compliance with Davis-Bacon wages and HUD Section 3 requirements. This fee will be assessed for all days starting on the date that the County notifies the Developer of non-compliance and will be assessed until the date that the issue is acknowledged in writing as being resolved either by the County or Developer.

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

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

(9) Notwithstanding the foregoing subsection (6) above, the Developer shall require all contractors and subcontractors to pay Davis-Bacon Wages.

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

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

(12) The Developer shall provide an emergency generator that will power code-required emergency items in the building, in addition to providing power for ninety-six (96) hours of operation without refueling, at a community room and a community area kitchen, within the Project Sites, in addition, to all the other community benefits and public housing unit amenities enclosed in its proposal and preliminary described and summarized in Exhibits A-1 and A-2.

(13) Appliances (only applies to buildings undergoing rehabilitation):

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

(14) Recycled and Salvaged items:

The Developer is responsible to collect and deliver to the County Store all items in a Development site that are to be recycled. Appliances or

furnishings going to the County Store or back to the County for its use are "recycled" items.

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

a. The Developer shall call the County Store representative at 305-556-8106 at least a day in advance (preferably earlier) to notify them of the number of trucks and equipment/furnishings to be delivered, and to provide them with an opportunity to prepare for the delivery. Deliveries of the equipment/furnishings by the Developer to the County Store (located at 980 West 84 Street, Hialeah, Florida) shall be scheduled between 7:30 and 10 am only, since they have to attend to walk-in customers the rest of the day. The County Store does not accept drop-offs on Fridays, weekends or legal holidays.

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

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

(15) The Developer shall closely coordinate with the County and attend meetings with the Existing Residents as reasonably required to inform and receive input from such residents on all aspects of the Development plans, and as required by RAD Requirements. The Developer shall give good faith consideration to incorporate input received from the Existing Residents, in coordination with the County, as feasible and consistent with applicable codes, zoning, federal requirements, etc. The County will coordinate and schedule meetings with the Existing Residents.

(16) The Developer shall submit a detailed relocation plan ("**Relocation Plan**"), in compliance with the County's Tenant Relocation Agreement standards set in Resolution No. R-1181-19 (Exhibit J), for any Existing Residents intending to relocate to the Development upon Construction Completion for review and approval by the County, which approval shall not be unreasonably withheld, denied or conditioned. The Relocation Plan shall include appropriate notification and minimum disruption/inconvenience for

the Existing Residents and safety as major considerations. The Developer shall provide a "relocation coordinator" to plan, organize, implement and monitor all aspects of the Relocation Plan, closely coordinate all aspects required for relocation, including phasing and duration, temporary unit locations and rental costs, moving and storage of furnishings, transportation, meals, pets, mail, etc. The County shall cooperate to issue notices and convene meetings in accordance with the Relocation Plan. Relocation costs will be part of the project budgets by phase. The Developer is responsible for all costs related to all HUD-approved temporary and permanent relocation of residents associated with the RAD conversion project, after HUD issues the RAD Conversion Commitment (RCC).

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

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

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

(19) The Developer shall carefully review and coordinate the work of its consultants to minimize A/E errors and omissions, and minimize any change orders, including additional costs and time extensions on the project.

(20) The County may back-charge the Developer up to $500 Daily for reasonable administrative costs it incurs for non-compliance with the applicable regulations by the Developer and/or its consultants, contractors or vendors. This includes, but is not limited to, compliance with Davis-Bacon wages and HUD and Miami-Dade County Section 3 requirements.

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

(22) HUD RAD Requirements. The RAD evidentiary documents are subject to the review and approval by HUD and must contain the following provisions:

- RAD Units will continue to be operated as such ("**Use Restrictions**") for a period of twenty (20) years with required renewals in accordance with the RAD Use Agreement as required by RAD Requirements ("**Use Period**") from the date the use first commences;

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

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

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

(24) The Developer will establish a number of community benefits at the Development, referred to herein as the Community Benefits Program. A preliminary description of the Community Benefits Program is set forth at Exhibit A-2.

(25) The various Phases of the Development will generate a number of financial benefits ("**Financial Benefits**"). Such Financial Benefits are further described in Exhibit B.

(26) The proposed improvements are subject to the County's Sustainable Buildings Program provisions in Chapter 9 of the Code of Miami-Dade County, Sections 9-71 through 9-75 together with Miami-Dade County Implementing Order IO 8-8, as managed by Miami-Dade County Office of Resilience within the Regulatory and Economic Resources Department. The Developer shall design the Development to be consistent with a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED") as required by County Implementing Order 8-8. Pursuant to Implementing Order 8-8, the requirement for applying the appropriate LEED Silver standard may be modified due to special circumstances of the Development. Such modification shall be for the express purpose of ensuring the use of the most appropriate or relevant rating standard, and shall not, in any way, exempt the requirement to apply green building practices to the maximum extent possible. This substitution process shall be administered by and through the County's Office of Resilience Sustainability Manager.

The LEED Silver certification or designation relative to the Development is outlined by the U.S. Green Building Council. The Developer agrees to regularly provide 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 National Green Building Standard (NGBS).

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, Developer 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 Developer will utilize "green building standards" in the design and construction of the overall Development in an effort to achieve the important goals of creating a healthy place to work as well as an environmentally responsible development in the community. Developer's decision whether to incorporate or adopt any such additional steps or means shall be made in Developer's sole and absolute discretion. Other specific requirements include:

Energy-efficient reflective roofs or green roofs are also specifically required per Miami-Dade County Resolution No. R-1103-10; and

Electric Vehicle (EV) charging stations are required per Miami-Dade County Resolution No. R-1101-15.

(27) Sea Level Rise and Heat Resilience:

In accordance with Miami Dade Board of County Commissioners (BCC) Resolution R-451-14, the Developer shall be required to consider sea level rise projections and potential impacts as best estimated at the time of the Projects, using regionally consistent unified sea level rise projections and sea level rise data mapping websites, during all project phases including but not limited to planning, design, and construction, to ensure that the Projects will function properly for fifty (50) years or the design life of the projects, whichever is greater.

The Developer shall provide a comprehensive landscape plan for all open spaces that meets or exceeds the minimum standards described in the Miami-Dade County Landscaping Ordinance Chapters 18A and 18B and

aligns with the Landscape Manual, while also complying with any municipal landscape code requirements, in a way that reduces building energy use intensity, aids onsite stormwater management, and expands existing tree canopy to increase community resilience to extreme heat while also enhancing overall appearance. In accordance with CDMP Policy LU-8I, the Developer is encouraged to incorporate additional heat mitigation elements into the project including porous pavements, cool roofs, and high albedo surfaces. The Developer will be required to consult with all appropriate County departments and plans will need to be in accordance with Miami-Dade County Implementing Order IO 8-8 and approved by Miami Dade PHCD Department

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

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

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

ii. Approving Owner Entity admissions and occupancy criteria and related property management documents such as the RAD-Section 8 lease and house rules, which approvals shall not be unreasonably withheld, delayed or conditioned;

iii. Reviewing, approving, and submitting the RAD proposal and evidentiary to HUD, with assistance and cooperation from the Developer as reasonably needed or requested;

iv. Providing public housing funds, Surtax Funds and General Obligation Bond Funds that are legally available and which may require a competitive application and selection process, and allowing the use of a portion of such funds as a loan for predevelopment activities in accordance with the RAD Requirements;

v. Entering into the RAD-PBV HAP Agreement for the RAD Units and providing the assistance due thereunder; work with the Developer and departments of the County to help facilitate off-site infrastructure improvements necessary for the Development;

vi. Cooperating with the Developer in the Developer's application for and executing, as needed, all zoning, permitting and similar governmental applications and permits necessary for the Development, as well as all documents related to each Financial Closing;

vii. Coordinating with the Existing Residents, other stakeholders in the County and other stakeholders on Development-related issues;

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

ix. Cooperating with the Developer to assure the timely relocation of Existing Residents to the Development; and

x. The County will reasonably cooperate if the Developer determines to offer any Existing Resident an "Alternative Housing Option" in accordance with the RAD Fair Housing Notice.

(d) Unit Management Software.

1. The Developer must use the County's current system of record, Emphasys Elite (or successor system), for the purposes of entering re-certification data, HUD PIC submissions, and reporting. The Developer will be responsible for any associated software license, support, and training costs. The County will make the application available to the Developer and will be responsible for the user account management and security. The County will not provide any e-mail or telecommunications services and will not provide any technical support related to the Developer's information technology infrastructure, including, but not limited to, desktops, servers, routers, or related network connectivity. The Developer will also be responsible for any maintenance and development costs associated with any application or database interfaces to the County's current system of record.

5. Fees.

(a) Developer Fee. The parties agree to seek approval from HUD, if required by RAD Requirements, of the maximum allowable developer fee (whether or not deferred) permitted by the Florida Housing Finance Corporation for the Development of eighteen percent (18%), with respect to four (4%) Low-Income Housing Tax Credit transactions, and sixteen percent (16%), with respect to nine percent (9%) Low-Income Housing Tax Credit transactions (the "**Developer Fee**"). The Developer agrees that the County shall earn a fee, to be structured in a manner reasonably acceptable to the parties, equal to 30% of the total Developer Fee described herein and actually received by the Developer or its affiliate for all Phases. The County's share of the Developer Fee will be pari-passu to the Developer's share, and will be paid to the County on a pro rata basis as it is distributed to the Developer.

(b) Capitalized Lease Payment. With respect to the Sublease to be entered into for each Phase, the Developer or its subsidiary or designee agrees to pay a one-time capitalized lease

payment (each, a "**Capitalized Payment**") for Phase 1 of the Development in the amount of $324,000.00, which amount is calculated by multiplying the number of units in such phase (162) times $2,000.00; and a one-time Capitalized Payment for Phase 2 of the Development in the amount of $176,000.00, which amount is calculated by multiplying the number of units in such phase (88) times $2,000.00. The Developer shall pay the one-time capitalized payment for Phase 1, described herein, by paying $100,000.00 at Financial Closing and the remaining $224,000.00 shall be paid via a lessor note as described in Section D – Lessor Note under Exhibit B. The Developer shall pay the one-time capitalized payment for Phase 2, described herein, by paying $50,000.00 at Financial Closing and the remaining $126,000.00 shall be paid via a lessor note as described in Section D – Lessor Note under Exhibit B. Capitalized Payments to be paid upon Financial Closing of each applicable phase of the Development are pursuant to possible adjustment for the actual number of units to be constructed as set forth in the Ground Lease. These terms are further outlined in Exhibit B (each Phase to pay its portion of the Capitalized Payment).

(c) Annual Lease Payment. The Sublease for each Phase with majority Affordable Housing units will also include an annual lease payment in the amount set forth in Exhibit B (**"Annual Rent"**). For each phase, beginning in the later of Year 10 or the first year of positive cash flow after full payment of the deferred developer fee, if any, the County shall receive an Annual Rent payment in the amount of $10,000.00, with 3% annual increases. The Annual Rent shall be subordinate to all debt payments (including, but not limited to, any operating deficit or general partner loans) related to such Phase and payable only to the extent of available cash flow derived from such Phase.

(d) Lessor Note. For each phase, subject to LIHTC investor approval, the Owner Entity and the County will enter into an agreement in which the County serves as lessor to the Owner Entity over the value of the Capitalized Lease Payment for each phase. In connection with the foregoing, the Owner Entity will execute and deliver to the County a promissory note in the amount of such loan ("**Lessor Note**"). The terms of the Lessor Note are outlined in Exhibit B and the form of the Lessor Note shall be subject to the approval of the LIHTC investors. The Lessor Note is applicable to phase I and II.

(e) County Net Cash Flow Participation. On all Phases, the County will receive 30% annually of all net distributable operating receipts characterized as cash flow after any deferred Developer Fees and payment of any priority items set forth in the phase specific operating or partnership agreement (the "**Net Cash Flow Participation**"). The County may request, no more than once annually, and to be delivered to the County, a property and partnership audit, such audit shall be performed by a licensed certified public accountant CPA and shall be paid for by the property and/or partnership.

(f) Asset Management Fee. Beginning in Year 1 of each Phase of the Project, the year in which residents are able to move in to completed units, Developer shall pay to the County an asset management fee in the amount of (i) $40,000 annually, an amount which will grow at 3% per year, for Years 1 – 6 of Phase 1 of the Development; and (ii) a separate asset management fee to the County of $30,000 annually, an amount which will grow at 3% per year, for Years 1 – 6 of Phase 2 of the Development (collectively the "Asset Management Fee".)

(g) County Residual Participation. On all Phases, upon any sale, refinance, or cash-out transaction or resyndication of the Low Income Housing Tax Credits, involving the Developer's leasehold interests or properties, other than those in which the County is the purchasing entity, the County will receive 30% of the Developer managing member's net proceeds from such transactions after debt, expenses, fees and agreed upon and customary offsets for repairs, approved operating loans to the project and other related costs (the "Net Proceeds").

For avoidance of doubt, the Developer shall not owe any amounts to the County in connection with the Ground Lease or applicable Sublease until the Financial Closing for such Phase.

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

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

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

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

(d) The time at which payment for service is due from the County shall be calculated from the date on which a Proper Invoice is received by the County. The time at which

payment shall be due from the County to the Developer shall be forty-five (45) days from receipt by the County of a Proper Invoice from the Developer. In any case in which an improper invoice is submitted by the Developer, the County shall, within ten (10) days after the improper invoice is received, notify the Developer that the invoice is improper and indicate what corrective action on the part of the Developer is needed to make the invoice proper. Notwithstanding this, the County reserves its right to review an improper invoice at any point in time and notify the Developer of corrective actions that are needed and must be taken.

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

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

7. Property Management Responsibilities.

(a) Designation of Property Manager. The initial property manager for each Phase of the Development shall be selected by the Developer. The Property Manager may or may not be an affiliate of the Developer. (the "**Management Agent**"), and the County, pursuant to the Management Agreement, to be attached hereto as Exhibit H. The Management Agent shall be responsible for the day-to-day operation of each Phase of the Development, including, but not limited to, compliance, collections, leasing, payment of invoices and maintenance. Specific duties shall be further detailed in the initial agreement between the Management Agent and the Owner Affiliated Entity, and such agreements are subject to the County's reasonable approval. Notwithstanding the foregoing, the parties acknowledge and agree that the Developer shall have no responsibility, liability or obligation (other than those obligations set forth in this Agreement) with respect to the existing units or the Existing Residents, and that the Management Agent's responsibilities, as noted herein, shall commence upon the Construction Completion of each Phase of the Development.

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

i. The Existing Resident households shall have the right to return to occupy RAD Units in each Phase of the Development once the RAD Units are available for

occupancy, and have a right to have access to a unit that is the right size for the Existing Resident's legally lease-compliant household size, based on unit availability within the project and coordination with the County to determine if a right-sized unit can be included in the project's design.

ii. Any vacancies to RAD Units not filled by Existing Residents (either at initial occupancy or thereafter) will be filled by applicants who are referred from the County's waiting list, subject to screening by the Management Agent for income and other LIHTC compliance matters. The parties agree that a site-based waiting list will be used, in accordance with the County's Section 8 Program Administrative Plan. The parties acknowledge and agree that the County's Section 8 Administrative Plan will be revised, as necessary, to reflect the foregoing and that a referral process will be formulated by the parties to ensure that lease-up occurs in a timely and equitable manner.

iii. The parties agree that the occupancy will be carried out with respect to the Development following the Management Agent's tenant screening processes.

iv. Developer shall assist the County with all reporting and coordination requirements, including, but not limited to, HUD-PIC coordination and submissions required for the project.

v. The property management agreement for each phase shall include provisions for Resident Grievance procedure, approved by the County that includes detailed steps for the aggrieved resident to follow in the event of a violation of management rules, property operating policies, and any Federal and regulatory program guidance from HUD

vi. The property management agreement for each phase shall include and must stipulate a life of project guarantee from the project development and management entity that at least one of the Full-Time property management site employees is from the community, which will be defined as a resident who resides within the City of Homestead, and/ or within Miami-Dade County's Commission District 9, and/ or within 10 miles of the Project site.

(c) Property Management Fee. The Management Agent shall receive a management fee pursuant to the Management Agreement.

8. Termination.

(a) Termination for Convenience. The County reserves the right to terminate this Agreement, in whole or in part, with respect to any Phase that has not yet reached a Financial Closing, at any time for the convenience of the County, if the County shall determine in good faith that it is in the County's best interest, or contrary to that interest to proceed with the Development. In the event of a termination for convenience under this Agreement, the County shall deliver to the Developer a Notice of Termination within thirty (30) days

specifying the extent to which the performance of the work under this Agreement is terminated, and the date upon which such termination becomes effective. If the performance of the work under this Agreement is terminated in whole or in part, the County shall be liable to the Developer for all costs resulting from such termination, including, but not limited to, repayment of all fees paid upon execution of the respective ground leases in accordance with Section 5(b) hereof, to the extent applicable. In addition, any predevelopment loans advanced to the Developer will be deemed satisfied in connection with the assignment of work product in accordance with subsection (f) below. Within thirty (30) days after receipt of the Notice of Termination, the Developer shall present a proper claim setting out in detail: (i) the total cost of all third-party costs incurred to date of termination, for work products that are included in the approved pre-development budget, including, but not limited to, architectural, engineering, and similar types of costs, and also including any County approved loans from third parties; (ii) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, or for settling other liabilities of Developer incurred in performance of its obligations hereunder; (iii) the cost of preserving and protecting the work already performed until the County or its assignee takes possession thereof or assumes responsibility; (iv) compensation to Developer for all tasks performed to date equal to fifty percent (50%) of the Developer's share of the projected Developer Fee for the terminated phase; and (v) FHFC withdrawal penalty, if applicable. Within ninety (90) days after receipt of the claim from the Developer, the County shall either respond to the Developer's claim or make a final payment to the Developer in the event there is no dispute relative to claim.

(b) Termination for Infeasibility. The County or the Developer may terminate this Agreement for infeasibility, but only to the extent that the County and the Developer first made good faith efforts to pursue an alternative course of action that meets the program objectives for the redevelopment contemplated for this overall project(s). In the event that, prior to a Financial Closing, adverse contingencies occur, including but not limited to, the inability to obtain sources of funds in an amount sufficient to complete an applicable Phase, and the parties cannot, within one hundred twenty (120) days after either party providing written notice that an adverse contingency has occurred with respect to a Phase, agree to amend the Development Plan for the Phase, then this shall be deemed an "**Event of Infeasibility**." Upon the occurrence of an Event of Infeasibility, this Agreement may be terminated, in whole or in part, for a Phase that has not yet reached Financial Closing, if one party so agrees following receipt from the other party of written notice of the party's desire to terminate this Agreement for that Phase. In such event, the Developer shall be limited to reimbursement for those costs as set forth in (i), (ii), (iii), and (iv) of Section 8(a).

i. With respect to the rights of termination upon an Event of Infeasibility, either party's exercise of such rights of termination for infeasibility shall be specific to the Phase or Phases terminated pursuant thereto and shall not be deemed to terminate the Ground Lease, any unaffected Sublease, or this Agreement.

(c) Termination for Cause. Either party may terminate this Agreement for cause, at any time, on the giving of notice to the other party of the grounds asserted for such termination and failure of the other Party to cure such grounds within thirty (30) days from receipt of such

notice ("**Termination for Cause**"). Notwithstanding anything to the contrary contained herein, suspension from participation in any government programs, which suspensions, for the purposes hereof, are defined to include, but not be limited to, any sanctions imposed by HUD pursuant to 24 C.F.R. Part 24, shall be grounds for termination of this Agreement for cause without opportunity for cure. By execution of this Agreement, Developer hereby certifies to the County that it is not suspended, debarred or otherwise prohibited from participation in any government programs.

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

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

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

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

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

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

iii. Cancel orders;

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

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

(g) Developer Shall Deliver Work Product in Event of Termination. In the event that this

Agreement is terminated under this Section 8, Developer agrees that it shall promptly deliver to County, or cause to be delivered to County, any concrete, transferable, and useable third party work product generated in connection with the Development, and will assign to County all of its right, title, and interest to such work product, without reservation in exchange for County's payment of funds paid by Developer (including funds borrowed from third parties) for such work product, along with amounts due to the Developer hereunder. Developer shall be under no obligation to deliver any work product in its possession unless the County shall have reimbursed it for the cost thereof (and paid to the Developer any other amounts due hereunder) or shall have agreed to offset the cost thereof against any indebtedness owing from the Developer to the County. No payment shall be due, however, if the Developer has committed fraud, misrepresentation, material misstatement, or in the event of termination for an Event of Default pursuant to Section 9, provided, however, that the County has a predevelopment loan in effect with respect to such work product.

(h) Partial Termination.

i. The County may, in its discretion, terminate this Agreement (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. As to the first Phase of the Development, the Developer is unable to commence construction for such Phase within twenty-four (24) months from firm commitment of the remaining gap financing required for such Phase, unless the Developer's inability to secure funding and financing is caused solely by the County's failure to timely perform the County's obligations hereunder; or

2. As to the remaining Phases of the Development, the Developer is unable to secure financing from FHFC for a subsequent Phase within twenty four (24) months after the completion of the prior Phase, unless the Developer's inability to secure funding and financing is caused by the County's failure to timely perform the County's obligations hereunder, provided, however, that the County may at its sole option grant reasonable extensions thereof upon a showing by the Developer that it has diligently pursued such Phase in good faith or provided other reasonable justification for such delay.

ii. Upon partial termination of this Agreement for an applicable Phase, the Developer shall have no further development or possessory rights to the undeveloped portion(s) of such Phase under this Agreement. 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, including, but not limited to, an amendment to the Ground Lease and Sublease to remove that portion of the demised premises that were to be used by Developer for the applicable terminated Phase.

iii. With respect to the rights of partial termination set forth in subsection (h) above, the County's exercise of such rights of partial termination shall be specific to the Phase or Phases terminated pursuant thereto and shall not be deemed to terminate the Ground Lease, any unaffected Sublease, or this Agreement.

9. Event of Default.

(d) An Event of Default shall mean a breach of this Agreement by the Developer after expiration of any applicable notice and cure period without such cure. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include, but not limited to, the following:

i. the Developer has made a Material Change to the Development Schedule without the County's approval;

ii. the Developer has refused or failed to supply commercially reasonably sufficient skilled staff personnel;

iii. the Developer has failed to make prompt payment to subcontractors or suppliers for any Services in violation of applicable law;

iv. the Developer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Developer's creditors, or the Developer has taken advantage of any insolvency statute or debtor/creditor law or if the Developer's affairs have been put in the hands of a receiver;

v. the Developer has commenced construction of a Phase without obtaining the approval of the County with respect to the approvals required under Sections 3 and 4 of this Agreement;

vi. the Developer has failed in any material respect with respect to any representation or warranty stated under Section 17 of this Agreement;

vii. the Developer has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and Section 26 of this Agreement;

viii. the Developer has failed to comply with any and all UFAS requirements and obligations and failed to remedy this within a reasonable timeframe; and

ix. the Developer has made a Material Change to the Development Budget without the County's approval; and

xi. the Developer fails to pay any Liquidated Damages due and payable under this Section 9.

(b) If the County shall terminate this Agreement for default, subject to applicable cure periods set forth herein, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, and reports after payment, if applicable.

(c) Notwithstanding the foregoing, this Agreement shall not be terminated for default if the delay in fulfilling or inability to fulfill Developer's obligations hereunder arises from (i) unforeseeable causes beyond the reasonable control of the Developer; (ii) an Economic Unavoidable Delay; or (iii) failure of any governmental entity, including, but not limited to, HUD, to provide approvals (e.g., zoning, interlocal agreements, RAD applications, leases, operating agreements, etc.) necessary to complete the work so long as the failure is not a result of Developer errors or omissions in an application seeking approval (any such failure or other cause or event being referred to herein as a "**Force Majeure Event**"). Examples of such causes include (a) acts of God or the public enemy, (b) material acts or failure to act, or delays in action, of the County, HUD, or other governmental entity in either their sovereign or contractual capacity, if the Developer can demonstrate that it has taken reasonable steps to provide for circumstances that facilitate a timely approval in accordance with conventional timeframes typical of such government agency, (c) material acts or failure to act of another contractor (other than a contractor or subcontractor to the Developer or the Owner Entity) in the performance of a contract with the County, (d) fires, (e) floods, (f) strikes or labor disputes, (g) freight embargoes, (h) unavailability of materials, (i) unusually severe weather, (j) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without fault or negligence of both the Developer and the subcontractors or suppliers, (k) delay caused by litigation that is not between the County and the Developer, and (l) infectious disease occurring over a wide area and affecting a large number of people that materially and negatively impacts the Redevelopment Plan.

(d) 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 or at the completion of a phase of the project if the completion of a component of the Community Benefits Program can be measured at a per-Phase completion level, 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, the Developer shall be liable to the County for Liquidated Damages. The amount of Liquidated Damages for each of the Community Benefits Program shall be as set forth in Section 9(e) of this Agreement.

(e) (e) If the Developer fails to provide the Community Benefits Program related to Small Business Hiring and Job Training and Job Placement, as more particularly set forth in

Exhibit A, the Developer shall be liable to the County for Liquidated Damages, which Liquidated Damages shall be evaluated and assessed at the end of each Phase and shall be due and payable at the completion of each Phase and shall constitute the sole remedy of the County related thereto. The Liquidated Damages relating to those benefits shall be calculated as follows:

- With respect to Developer's commitment to provide a minimum of 25% of the value of the construction contracts and subcontracts to Section 3 certified, or CBE, DBE, S/M/WBE, and Labor Surplus Area firms, Developer shall pay Liquidated Damages in the amount of $2,500 for each percentage by which Developer fails to meet the 25% commitment.

- With respect to Developer's commitment to provide 25% of the construction jobs created for Section 3 eligible residents and 25% of the permanent property management jobs created for Section 3 or targeted zip code residents, Developer shall pay Liquidated Damages in the amount of $2,500 for each job by which Developer fails to meet its commitments per Phase.

The Developer agrees to comply fully with its obligations to comply with the local hiring requirements outlined in this Agreement. The parties understand and agree that the damages to the County, the community, and the public resulting from the Developer's failure to comply with the local hiring requirements 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.

(f) Within ten (10) days after the end of each quarter, Developer shall provide a detailed report to the County, in a format that the County has reviewed and agreed to, setting forth the Developer's progress toward satisfying their obligations to provide the Community Benefits Program, which report shall request the County's acknowledgement that such items have been satisfied. If the Developer is not meeting the commitments set forth above upon the completion of any Phase, such report shall set forth the Developer's plans for meeting such commitments in subsequent Phases. Within fourteen (14) days after the County's receipt of such report, the County shall (i) execute an acknowledgement of the satisfied items, or (ii) provide a detailed written explanation to Developer setting forth the County's reasons for not executing such acknowledgement. If the County fails to so respond within thirty (30) days, the County shall be deemed to have acknowledged that such items have been satisfied.

10. Notice of Default – Opportunity to Cure. Notwithstanding anything in this Agreement to the contrary, if an Event of Default occurs in the determination of the County and the County wishes to declare an Event of Default or otherwise terminate this Agreement for cause to the extent, as provided under this Agreement, the County shall notify the Developer (the "**Default Notice**"), specifying the basis for such Event of Default and the

extent to which performance of work under this Agreement is terminated, and advising the Developer that such default must be cured immediately or this Agreement with the County may be terminated. The Default Notice thereof shall specify the nature of the claimed Event of Default, the Phase(s) to which such Event of Default relates, and, if such Event of Default shall be reasonably subject to adequate cure, the Default Notice shall state (i) the actions required to be taken by the Developer to cure the Event of Default, and (ii) the reasonable time (up to sixty (60) days but no less than thirty (30) days (the "**Cure Period**")) within which Developer shall respond with a showing that all required actions have been taken, provided that the Developer shall have such additional time as is reasonably necessary to cure such Event of Default so long as the Developer has diligently commenced and is proceeding in a reasonable diligent manner toward curing such Event of Default. The Cure Period can be extended at the County's sole discretion. During any cure period so provided, the Developer shall proceed diligently with performance of any work required by this Agreement for any Phase(s) which is not the subject of the claimed Event of Default. Following expiration of the stated cure period (unless the Developer has diligently commenced and is proceeding in a reasonable diligent manner toward curing such Event of Default, as provided hereinabove), the County shall deliver a second notice stating either that the Event of Default has been adequately cured or that the Agreement is terminated with respect to the Phase(s) to which such Event of Default relates.

11. Remedies in the Event of Default.

If an Event of Default occurs and remains uncured pursuant to Section 9 herein, the County may, as its sole remedy, terminate this Agreement with respect to the Phase(s) to which such Event of Default relates in accordance with Section 10 hereof. In addition, the Developer shall be liable for all direct (but not consequential) damages to the County resulting from such Event of Default. In no event shall the County be entitled to bring any suit or proceeding for specific performance.

12. Lien Waivers.

Developer agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the property for work or materials furnished to Developer; it being provided, however, that Developer shall have the right to contest the validity thereof. Developer shall not have any right, authority or power to bind the County, the property or any other interest of the County in the property 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 property, 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 Development or any change, alteration or addition thereto. IF ANY MECHANIC'S LIEN SHALL BE FILED, DEVELOPER SHALL BOND OVER, PROCURE THE RELEASE OR DISCHARGE THEREOF WITHIN NINETY (90) DAYS EITHER BY PAYMENT OR IN SUCH OTHER MANNER AS MAY BE PRESCRIBED BY LAW. NOTICE IS HEREBY GIVEN THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE DEVELOPER OR TO ANYONE HOLDING ANY OF THE PROPERTY THROUGH OR UNDER THE DEVELOPER, AND THAT NO MECHANICS' OR OTHER LIENS

FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE COUNTY IN AND TO ANY OF THE PROPERTY. THE COUNTY SHALL BE PERMITTED TO POST ANY NOTICES ON THE PROPERTY REGARDING SUCH NON-LIABILITY OF THE COUNTY.

Developer shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Developer or its contractor on or about the property in connection with the Development, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the property, along with an affidavit from Developer stating that all bills have been paid with regard to such work and that there are no outstanding obligations, except in the ordinary course of business, owed with respect to any such work performed on the property in connection with the Development.

13. Indemnification.

(a) Developer Indemnity. The Developer shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including reasonable attorney fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Developer or its employees, agents, servants, partners, principals or subcontractors, subject to the following sentence. The Developer shall pay all of the County's direct (but not consequential, punitive or special) losses in connection therewith, provided Developer is adjudicated liable, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Developer expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the Developer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Notwithstanding anything to the contrary herein, such indemnification by the Developer shall not cover claims or losses to the extent caused solely by the negligence, gross negligence or intentional wrongful acts or omissions of the County or its officers, employees, agents or instrumentalities.

(b) County Responsibility. The County shall indemnify and hold harmless the Developer and its affiliates, subsidiaries, officers, agents, employees, representatives, successors and assigns from any and all liability, losses, or damages, including reasonable attorney fees and costs of defense, which the Developer or its affiliates, subsidiaries, officers, agents, employees, representatives, successors and assigns may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the County or officers, employees, agents and instrumentalities. The County shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Developer, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The County's indemnification obligations in this Section 13(b) shall be subject to the provisions of Section

768.28, Fla. Stat., whereby the County shall not be liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of Two Hundred Thousand and No/100 Dollars ($200,000.00), or any claim or judgments or portion thereof, which when totaled with all other occurrence, exceeds the sum of Three Hundred Thousand and No/100 Dollars ($300,000.00), but only to the extent the limitations set forth in that Statute are applicable. Notwithstanding anything to the contrary herein, such indemnification by Miami-Dade County shall not cover claims or losses to the extent caused solely by the negligence, gross negligence or intentional wrongful acts or omissions of the Developer or its affiliates, subsidiaries, officers, agents, employees, representatives, successors and assigns.

(c) The obligations of the parties under this Section 13 of this Agreement to indemnify and hold harmless the other party shall survive the termination of this Agreement.

14. Insurance.

The Developer shall maintain coverage as required in A through C below throughout the term of this Agreement. If any portions of this Agreement are assigned, insurance must be provided in the name of the assignee. If material changes are made to the scope, it may be necessary to amend the insurance requirements. The Developer shall furnish to Miami-Dade County, Public Housing and Community Development Department, 701 NW 1 CT. 16th floor, Miami, Florida 33136-3914, Certificate(s) of Insurance or applicable cover note(s) evidencing insurance coverage that meets the requirements outlined below:

A. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per occurrence for Bodily Injury and Property Damage combined. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than $1,000,000 per occurrence for Bodily Injury and Property Damage combined.

Design Stage

In addition to the insurance required in A – C above, a certificate of insurance or cover note must be provided as follows:

D. Professional Liability Insurance in the name of the Developer or the licensed design professional employed by the Developer in an amount not less than $1,000,000 per claim. This insurance shall be maintained for a period of two (2) years after the County's acceptance of the applicable Improvements from the Selected Proposer.

Construction Phase

In addition to the insurance required in A – D above, the Developer shall provide or cause its contractors to provide a certificate of insurance or cover note indicating the following type of insurance coverage prior to commencement of construction:

E. Completed Value Builders' Risk Insurance on a "special causes of loss" form in an amount not less than one hundred (100%) percent of the insurable value of the building(s). Coverage shall remain in place until substantial completion of construction has been reached as determined by Miami Dade County, Public Housing and Community Development Department. The policy shall be in the name of Miami Dade County and the Selected Proposer, or the Contractor.

Operation Phase

In addition to the insurance required in A – C above, the following coverage may be required:

F. Property Insurance Coverage on a "special causes of loss" form in an amount not less than one hundred (100%) percent of the replacement cost of the building(s). Miami-Dade County must be named a Loss Payee with respect to this coverage.

Continuity of Coverage

The Developer shall be responsible for assuring that the insurance documentation required in conjunction with this subsection remain in force for the duration of the agreement period, including any and all option years. The Developer will be responsible for submitting renewal insurance documentation prior to expiration.

All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to strength, by A.M. Best Company, Oldwick, New Jersey.

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 Financial Services.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340

MIAMI, FL 33128

15. Agreement Security.

The Developer shall be required to execute, record in the public records of Miami-Dade County, and furnish to the County before commencing any and all construction work on the property in connection with the Development, a payment and performance bond, and/or alternate form of security satisfactory to the County and in compliance with the requirements of Section 255.05 of the Florida Statutes, in the amount of the price for each Phase of the Development then to be undertaken, to assure completion of the work and payment of the costs, free and clear of all claims of subcontractors, laborers, mechanics, suppliers and materialmen. In the event that in partial satisfaction of this requirement the Developer furnishes a payment and performance bond not by the Developer, but by the Developer's construction contractor or construction manager, then the payment and performance bond shall name the County and the Developer as dual obligees. Furnishing a payment and performance bond by the Developer's construction contractor or construction manager naming the County as a joint obligee in no way abrogates the Developer's obligation to directly furnish to the County a payment and performance bond or alternative form of security in compliance with Section 255.05, Florida Statutes. The payment and performance bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

(a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
i. $500,001 to $1,500,000	B V
ii. $1,500,001 to $2,500,000	A VI
iii. $2,500,001 to $5,000,000	A VII
iv. $5,000,001 to $10,000,000	A VIII
v. Over $10,000,000	A IX

(b) On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

i. Providing evidence that the Surety has twice the minimum surplus and

capital required by the Florida Insurance Code at the time the invitation to bid is issued.

ii. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and;

iii. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. §§ 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

(c) For contracts in excess of $500,000 the provision of Section (b) will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

(d) Surety Bonds guaranteed through U.S. Government Small Business Administration or Developers Training and Development Inc. will also be acceptable.

(e) The attorney-in-fact or other officer who signs performance and payment bonds for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The performance and payment bonds must be counter signed by the surety's resident Florida agent.

The Performance Bond or Cash used in lieu of the Performance Bond shall remain in force for one (1) year from the date of final acceptance of the work to protect the County against losses resulting from defects in materials or improper performance of work under the Agreement; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(e), Florida Statutes.

16. Compliance with RAD Requirements.

(a) The parties acknowledge and agree that all RAD Units must be developed, operated, and managed in compliance with RAD Requirements and implementing decisions made by the County. By way of example and not limitation:

i. Under RAD, the public housing capital and operating assistance provided by HUD to a public housing authority is converted by HUD into project-based vouchers under 24 CFR 983 ("PBVs") or project-based rental assistance under 24 CFR 880 ("PBRA") that permit the property owner to support construction or rehabilitation debt.

ii. A private for-profit entity may be the assignee of a RAD Conversion Commitment and own and operate RAD Units to facilitate the use of LIHTC if and only if the public housing agency or a non-profit entity preserves its interest in the property in a manner approved by HUD. The parties believe that the arrangements described in this Agreement will be so approved, but the parties will not unreasonably withhold approval of such different or additional arrangements as HUD may require.

iv. Any Existing Residents have a right to return or be relocated to an on-site RAD Unit, that is the right size for the Existing Resident's legally lease-compliant household size, in the Development upon Construction Completion, without re-screening based on income eligibility, credit status, or any other factor. All relocation undertaken in connection with the RAD conversion must comply with RAD Requirements, including compliance with applicable fair housing and civil rights laws and with requirements relating to tenant notices and meetings.

v. Leases for RAD Units will comply with, and tenants of RAD Units will be accorded, all rights required by RAD Requirements and any allowable modifications required by the County, including all temporary relocation assistance to be provided by Developer as is required by the RAD Requirements and by the County.

17. Warranties.

(a) Developer's Warranties. Developer represents and warrants to the County that (a) Developer is and will continue to be duly organized, and is in good standing under the laws of and qualified to do business in the State of Florida, (b) Developer has and will have all necessary power, authority, licenses and staff resources for the undertaking of its obligations under this Agreement, (c) this Agreement has been duly entered into and is the legally binding obligation of Developer, (d) this Agreement will not violate any judgment, law, or agreement to which Developer is a party or is subject, and (e) there is no claim pending, or to the best knowledge of Developer, threatened, that would impede Developer's ability to perform its obligation hereunto. Developer shall not hereafter enter into any agreement which would, or modify any existing agreement in a manner that would, impair its ability to perform its obligations hereunder, and will notify the County if any suit is threatened or law proposed which would impair its ability to perform its obligations hereunder.

(b) County's Warranties. The County represents and warrants to Developer that (a) the County has and will have all necessary power and authority under Florida law for the undertaking of its obligations under this Agreement, (b) this Agreement has been duly entered into and is the legally binding obligation of the County, (c) this Agreement will not violate any judgment, law, consent decree, or agreement to which the County is a party or is subject to and will not violate any law or ordinance under which the County is organized, (d) there is no claim pending, or to the best knowledge of the County, threatened, that is likely to

materially impede the County's ability to perform its obligation hereunto. The County shall not hereafter enter into any agreement or consent decree which would, or modify any existing agreement or consent decree in a manner that would impair its ability to perform its obligations hereunder, and will notify Developer if any suit is threatened or law proposed which would materially impair its ability to perform its obligations hereunder.

18. Term.

This Agreement shall begin upon execution hereof and shall expire upon the completion of all the activities described herein, unless sooner terminated in accordance with the terms provided herein or, with respect to any Phase, by the Financial Closing on that Phase. With respect to items set forth in the Financial Closing documents for each Phase, the Financial Closing documents for such Phase will govern the relationship between the parties to the extent described in such Financial Closing documents. Notwithstanding the foregoing, any provision contained in this Agreement that is not specifically addressed, modified or overridden in the Financial Closing documents will survive the termination of this Agreement as it relates to the Financial Closing of a Phase. The parties acknowledge that certain subject matter of this Agreement relates to activities that are intended to survive the term hereof, and so the parties acknowledge and agree to effectuate such matters in the Financial Closing documents with respect to each Phase.

19. County's Sovereignty.

It is expressly understood that subject to the other provisions of this Agreement:

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

ii. The County shall not by virtue of this Agreement be obligated to grant the Developer any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Development.

20. No Liability for Exercise of Police Power.

Subject to any contrary provision in this Agreement, or any County covenant or obligation that may be contained in this Agreement, the County shall have no obligation, including but not limited to the following:

i. To assist the Developer in applying for any county, city or third party permit or needed approval; or

ii. To contest, defend against, or assist the Developer in contesting or defending against any challenge of any nature; and, except as otherwise set forth in this Agreement, this Agreement shall not bind the County Board, the Permitting, Environment and Regulatory

Affairs Department, other applicable County departments, or their successor departments, or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or any other applicable governmental agencies in the exercise of its police power; and, except as otherwise set forth in this Agreement, the County shall be released and held harmless, by the Developer from and against any liability, responsibility, claims, consequential or other damages, or losses to the Developer or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the County to exercise its quasi-judicial or police powers. Without limiting any other provision of this Agreement, the County shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The County's obligation to use reasonable good faith efforts in the permitting of the use of County owned property related to the Development shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by the Developer as authorized by this Agreement. Moreover, in no event shall a failure of the County to adopt any of the Developer or Owner Entity's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Agreement, unless such failure was unreasonable or untimely or in direct contravention to another provision of this Agreement.

21. Vendor Registration and Forms/Conflict of Interest.

(a) Vendor Registration. The Developer shall be a registered vendor with the County's Internal Services Department Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Developer confirms its knowledge of and commitment to comply with the following:

i. *Miami-Dade County Ownership Disclosure Affidavit* (Section 2-8.1 of the County Code)

ii. *Miami-Dade County Employment Disclosure Affidavit (Section 2.8-1(d)(2) of the County Code)*

iii. *Miami-Dade Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code)*

iv. *Miami-Dade Disability and Nondiscrimination Affidavit (Section 2-8.1.5* of the County Code*)*

v. *Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code)*

vi. *Miami-Dade County Vendor Obligation to County Affidavit* (*Section 2-8.1*

of the County Code)

vii. *Miami-Dade County Code of Business Ethics Affidavit* (*Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)*

viii. *Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the County Code)*

ix. *Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the County Code)*

x. *Miami-Dade County Domestic Leave and Reporting Affidavit (Article 8, Section 11A-60 11A-67 of the County Code)*

xi. *Subcontracting Practices (Ordinance 97-35)*

xii. *Subcontractor /Supplier Listing (Section 2-8.8 of the County Code)*

xiii. *Environmentally Acceptable Packaging (Resolution R-738-92)*

xiv. *W-9 and 8109 Forms* (as required by the Internal Revenue Service)

xv. *FEIN Number or Social Security Number.* In order to establish a file, the Developer's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Developer's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

(1) Identification of individual account records

(2) To make payments to individual/Developer for goods and services provided to Miami-Dade County

(3) Tax reporting purposes

(4) To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

xvi. *Office of the Inspector General* (Section 2-1076 of the County Code)

xvii. *Small Business Enterprises.* The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

xviii. *Antitrust Laws*. By acceptance of any contract, the Developer agrees to comply with all antitrust laws of the United States and the State of Florida.

(b) Conflict of Interest. Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Commission on Ethics and Public Trust ("Ethics Commission") prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593. Further the Developer shall comply with Section 1352 of Title 31 of the United States Code, which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, loan, or cooperative agreement. The Developer further agrees to comply with the requirement of such legislation to furnish a disclosure (OMB Standard Form LLQ) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds. The Developer represents that:

- No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

- There are no undisclosed persons or entities interested with the Developer in this Agreement. This Agreement is entered into by the Developer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the

State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- is interested on behalf of or through the Developer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

- is an employee, agent, advisor, or consultant to the Developer or to the best of the Developer's knowledge any subcontractor or supplier to the Developer.

- Neither the Developer nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Developer shall have an interest which is in conflict with the Developer's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Developer provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- The provisions of this Section are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

  In the event Developer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Developer shall promptly bring such information to the attention of the County's project manager. Developer shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Developer receives from the project manager in regard to remedying the situation.

(c) Non-Discrimination. Developer will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking. Developer shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their

race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking. Such actions shall include, but not be limited to, the following: employment; upgrading; transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the County setting forth the provisions of this Equal Opportunity clause.

(d) Chapter 11A of the Code of Miami-Dade County. Developer does hereby covenant and agree (1) that no person on the grounds of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, actual or perceived status as a victim of domestic violence, dating violence or stalking, or source of income shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, actual or perceived status as a victim of domestic violence, dating violence or stalking, or source of income shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination.

22. Interest of Members of Congress.

No Member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

23. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees.

No member, officer, or employee of the County, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the benefits to arise therefrom.

24. Upon Written Notice to the Developer from the Inspector General or IPSIG Retained by the Inspector Employee of the County.

No member, officer, or employee of the County, no member of the governing body of the County, no member of the governing body by which the County was activated, and no other public official of such locality or localities who exercises any functions or

responsibilities with respect to the Development shall, during his or her tenure, or for two year thereafter or such longer time as the County's Code of Ethics may reasonably require, have any interest, direct or indirect, in this Agreement or the proceeds thereof, unless the conflict of interest is waived by the County and by HUD.

25. Inspector General Reviews.

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

A. *Miami-Dade County Inspector General Review.* According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Developer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

i. Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of an IPSIG to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Developer, its officers, agents and employees, lobbyists, County General, the Developer shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Developer's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to, original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The terms set forth in this Section 25 shall survive the termination of this Agreement.

26. Florida Public Records Act.

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

A. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;

B. Upon request of from the County's custodian of public records identified herein, provide the County with a copy of the requested records or allow the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of this Agreement's term and following completion of the work under this Agreement if the Developer does not transfer the records to the County; and

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

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

In the event the Developer does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and this Section of this Agreement, the County shall avail itself of the remedies set forth in Sections 10 and 11 of this Agreement.

The Developer's obligations under this Section of this Agreement shall survive the termination of this Agreement.

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

Miami-Dade County
Miami-Dade Public Housing and Community Development
701 N.W. 1st Court, 14th Floor
Miami, Florida 33136
Attention: Lizette Capote
Email: LCAPOTE@miamidade.gov

27. Miami-Dade County Art in Public Places Requirements.

This Development is subject to the Art in Public Places ("**APP**") provisions in Section 2.11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs ("**Department of Cultural Affairs**") pursuant to Procedure 358 in the Miami-Dade County Procedures Manual ("**Procedures Manual**"). The Developer shall transmit 1.5% of the project costs for all development on County land (as outlined in the Procedures Manual) to the Department of Cultural Affairs for the implementation of the APP program. The Developer is required to

work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program. The referenced documents can be accessed at:

https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances
http://www.miamidade.gov/ao/home.asp?Process=alphalist
http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf

28. Option and Right of First Refusal.

The County shall have the option and right of first refusal to assume the Developer's and/or the applicable Owner Affiliated Entity's leasehold interest in any Phase in the Development, after the end of its tax compliance period, if the Developer or the applicable Owner Affiliated Entity desires to assign or transfer such Phase to a third party (other than an affiliate of the Developer or applicable Owner Affiliated Entity) ("**Applicable Transfer**"). If the Developer or applicable Owner Affiliated Entity desire to undertake an Applicable Transfer, then the Developer or applicable Owner Affiliated Entity shall provide written notice to the County thereof and the County shall have ninety (90) days to provide written notification to Developer and the applicable Owner Affiliated Entity of the County's intent to exercise its option to assume the Developer's and/or applicable Owner Affiliated Entity's leasehold interest for such Phase. The purchase price payable by the County for such assignment or transfer shall be an amount equal to all transfer fees, costs, expenses and taxes related to the purchase plus the greater of: (i) the fair market value of the leasehold interest (including the improvements thereupon) and (ii) the lowest price that is permitted under Section 42(i)(7) of the Internal Revenue Code of 1986, as amended, and any operating deficit loans of any member and any taxes that are projected to be owed by any member as a result of such sale. Delivery of written notice by the County of its intent to exercise the option shall obligate the County to complete the transaction to assume the leasehold interest in the applicable Phase on the date no later than one-hundred and twenty (120) days after the delivery of such notice to the Developer and applicable Owner Affiliated Entity. In the event the County shall fail to timely provide written notice or complete the transaction within the time periods set forth herein, the County shall conclusively be deemed to have waived its rights set forth in this Section 28.

29. Reports to the Board.

The Developer shall deliver quarterly reports to the Board during all Phases of the Development process.

30. Notices.

All notices, requests, approvals, demands and other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows (provided, that any time period for responding to any such communication shall not begin to run until such communication is actually received or delivery is refused):

If to County:	Miami-Dade County c/o Miami-Dade Public Housing and Community Development 701 N.W. 1st Court, 16th Floor Miami, Florida 33136 Attn: Clarence Brown, Interim Director
With 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 the Developer:	Procida Development Group LLC 456 E. 173rd Street Bronx, NY 10457 Attn: Mario Procida
With a copy to:	Procida Development Group LLC 456 E. 173rd Street Bronx, NY 10457 Attn: Sarah Williams

Further Assurances.
Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transaction contemplated by this Agreement as mutually agreed by the Parties hereto.

31. Designation of County's Representatives.

The Miami-Dade County Mayor, or designee, at the request of the County staff, shall have the power, authority and right, on behalf of the County, and without any further resolution or action of the Board of County Commissioners, to:

(a) Review and approve documents, plans, and other requests required of, or allowed by, Developer (or, for purposes of this Section 32, its sublessees or assignees) to be submitted to County pursuant to this Agreement;

(b) Consent to actions, events, and undertakings by Developer or extensions of time periods for which consent is required by County, including, but not limited to, extensions of time for the performance of any obligation by County hereunder;

(c) Execute any and all documents on behalf of County necessary or convenient to the foregoing approvals, consents, and appointments;

(d) Execute joinders and consents to easement and access agreements, for the

purposes of granting any needed non-exclusive vehicular and/ or pedestrian ingress and egress access routes and for any parking within and throughout the project;

(e) Assist Developer with and execute on behalf of County any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, permits or other approvals to accomplish the construction of any and all improvements in and refurbishments of the Property; and

(f) Amend this Agreement to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of this Agreement; and

(g) Amend this Agreement as may be required by HUD.

32. Rights of Third Parties.

Except as provided herein, all conditions of the County, the Developer and their successors and assigns hereunder are imposed solely and exclusively for the benefit of the County, the Developer and HUD, and their successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County, the Developer or HUD will make advances in the absence of strict compliance with any or all conditions of County, the Developer or HUD. No other person shall under any circumstances, be deemed to be a beneficiary of this Agreement or any other documents associated with this Agreement, or any provisions of this Agreement which may be freely waived in whole or in part by the County, the Developer or HUD at any time if, in their sole discretion, they deem it desirable to do so. In particular, the County and the Developer make no representations and assume no duties or obligations as to third parties concerning the quality of the construction by the Developer, its successors and assigns, of the Development or the absence therefrom of defects.

33. Assignment.

This Agreement may be assigned by either party only with the express written consent of the other party, which in the case of the County shall require the approval of the Board. By exception, the Developer shall be authorized to assign this Agreement to the Owner Entities in the manner specifically set forth in this Agreement.

34. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed original, but all of which, together, shall constitute one instrument.

35. Interpretation, Governing Law and Forum Selection.

This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both Parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida. Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this

Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.

36. Severability.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.

37. Parties Bound.

No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of any party hereto shall be personally liable for any obligation, express or implied.

38. Final Agreement.

Unless otherwise provided herein, this Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, and except for those agreements contemplated herein. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby. Notwithstanding the foregoing, the parties acknowledge that the Ground Lease expressly survive the expiration or sooner termination of this Agreement.

39. Modification of Agreement.

This Agreement may be amended by mutual agreement of the County and Developer, not to be unreasonably withheld, subject to prior written approval by HUD (if required) and provided that all amendments must be in writing and signed by both parties and that no amendment shall impair the obligations of the County or Developer to develop and operate the RAD Units in accordance with all applicable RAD Requirements and the ground leases, as applicable. This Agreement may not be altered, modified, rescinded, or extended orally.

40. Waivers.

The failure of any party to insist in any one or more cases upon the strict performance of any of the obligations under this Agreement or to exercise any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver by any party of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by the party to be charged.

41. Successors.

The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the Parties hereto, their successors and assigns.

42. Certain Approvals and Reasonableness Standard.

Unless otherwise stated, all approvals or consents required of either party hereunder shall not be unreasonably withheld, conditioned or delayed and each party shall endeavor to act reasonably with respect to activities under this Agreement.

43. Headings.

The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

44. Construction.

Whenever in this Agreement a pronoun is used, it shall be construed to represent either the singular or the plural, either the masculine or the feminine, as the case shall demand.

[SIGNATURES ON NEXT PAGE]

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

DBC PROCIDA LLC

By: _____

Name: MARIO PROCIDA

Title: MANAGER

Date: 2/06/2023

Attest: Deborah Santoni
Authorized Person OR Notary Public

Print Name: Deborah Santoni

Title: Office Mgr. / Notary

Date: February 06, 2023

Corporate Seal OR Notary Seal/Stamp

DEBORAH SANTONI
Notary Public, State of New York
NO. 01SA6382739
Qualified in Bronx County
Commission Expires 10/29/2026

MIAMI-DADE COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Board of County Commissioners

By: _____

Name: _____
Deputy Clerk

Date: _____

Approved for form and legal sufficiency:

_____
Terrence A. Smith
Assistant County Attorney

Exhibit A-1

Preliminary Unit Amenities

- New units to be larger than existing units
- Dishwasher, Oven & Range, Refrigerators appropriately sized to their unit size (with ice makers included), and Washers and Dryers in each unit
- Integrated HVAC/ Smart Fans System
- Tile flooring
- Bigger windows than existing units
- Impact windows and doors
- Modern kitchen cabinets
- Granite countertops or comparable
- Energy-efficient appliances
- Window treatment/coverings for each window
- Double-bowl kitchen sinks
- Electric water heater
- Accessibility-Compliance with Uniform Federal Accessibility Standards per UFAS Requirements

Exhibit A-2

Community Benefits Program

Security Personnel:

- Hire a South Dade, preferably Homestead based, security company that will provide full time, on-site security for the development.

Vehicular Access/Circulation:

- Vehicle access to HG will be from SW 6th Street. Phase 1 will have entry and exit ways from one gated point along SW 16th Ave. A 24/7 staffed guard house will be part of this access way.
- Parking areas P1 and P2 will be reconfigured and joined internally.
- Emergency vehicles will have entry and exit ways from both SW 16th Ave and SW 4th Street.
- For Phase 2, gated secure entry will be provided along SW 5th Street. Emergency vehicles will have entry and exit from both SW 5th Street and SW 4th Street. This gate will also have a 24/7 staffed guard house.

Perimeter Fencing:

- Perimeter site fencing, inclusive of gated entries at driveways, will be installed on the property, securing site perimeter.

Video-based access control technology, along with License Plate Reading cameras, will be installed at each driveway entrance.

- Procida has used Butterfly MX on several of our developments, as it is a very reliable and secure access control system. It has integrated video camera features with storage capacity. This technology, or a system similar to it, will be installed at entrances to the site and at entrances to each of the buildings. NOTE: DRIVEWAY ENTRANCES WILL BE CONTROLLED BY USE OF ROLLING GATES AS OPPOSED TO SWING ARMS. VISITING VEHICLES WILL BE REQUIRED TO VISUALLY CHECK IN TO GAIN ACCESS.
    - Vehicular and pedestrian site entry points of access will be controlled by the Butterfly MX system, or a system similar to it. (https://butterflymx.com/industries/gated-communities/)
    - In addition, we will be installing License Plate Reading cameras at all vehicle access points.

- All access control systems will have video capacity so that anyone entering site by vehicle or by foot will have photo taken of them with date/time stamped, and photo registered and date/time stamped once again when entering one of the buildings. Impact windows and doors
- Designated guest parking
- Assigned resident parking
- Better lighting than existing
- Elevators (if applicable)
- Motion sensor exterior lights

- Gated parking lot with key fob entry or card entry
- Computer lab/ print lab
- Clubhouse/ Community Center
- Bike path/ bike parking
- Gym/ Exercise room
- Generators – include generator power for the requisite community room(s) and community area kitchen(s)
- More trees/shade than existing site
- Walking path (to be recommended and provided under Art in Public Places, if possible)
- Homeownership within Project Sites, if feasible
- Accessibility-Compliance with Uniform Federal Accessibility Standards (UFAS)
- Retail/other beneficial uses (as proposed by Proposer and if feasible for each Project Site)
- The Developer commits to provide 25% of the value of the subcontracts to Section 3 certified, or MCBE, WBE or DBE, S/M/WBE, and Labor Surplus Area firms
- The Developer commits to provide a minimum of 25% of the new construction and permanent jobs created for Section 3 eligible residents or targeted zip code residents.

Exhibit B

Financial Benefits

A. Developer Fee. The Developer agrees that the County shall earn a fee, to be structured in a manner reasonably acceptable to the parties, equal to 30% of the total Developer Fee described herein and actually received by the Developer or its affiliate for all Phases. The County's share of the Developer Fee will be pari-passu to the Developer's share and will be paid to the County on a pro rata basis as it is distributed to the Developer.

B. Capitalized Lease Payment. With respect to the Sublease to be entered into for each Phase, the Developer or its subsidiary or designee agrees to pay a one-time capitalized lease payment for Phase 1 of the Development in the amount of $324,000.00, which amount is calculated by multiplying the number of units in such phase (162) times $2,000.00; and a one-time Capitalized Payment for Phase 2 of the Development in the amount of $176,000.00, which amount is calculated by multiplying the number of units in such phase (88) times $2,000.00. The Developer shall pay the one-time capitalized payment for Phase 1, described herein, by paying $100,000.00 at Financial Closing and the remaining $224,000.00 shall be held by a lessor note as described in Section D – Lessor Note. The Developer shall pay from the one-time capitalized payment for Phase 2, described herein, by paying $50,000.00 at Financial Closing and the remaining $126,000.00 shall be held by a lessor note as described in Section D – Lessor Note. Capitalized Payments to be paid upon Financial Closing of each applicable phase of the Development are pursuant to possible adjustment for the actual number of units to be constructed as set forth in the Ground Lease.

C. Annual Lease Payment. For each phase, beginning the later of Year 10 or the first year of positive cash flow after full payment of the deferred developer fee, if any, the County shall receive an Annual Rent payment in the amount of $10,000.00, with 3% annual increases. The Annual Rent shall be subordinate to all debt payments (including, but not limited to, any operating deficit or general partner loans) related to such Phase and payable only to the extent of available cash flow derived from such Phase.

D. Lessor Note. For each phase, subject to LIHTC investor approval, the Owner Entity and the County will enter into lessor note agreement in which the County serves as lessor to the Owner Entity over the value of the Capitalized Lease Payment for each phase. In connection with the foregoing, the Owner Entity will execute and deliver to the County a promissory note in the amount of such loan. The terms of the Lessor Note are outlined below in the form of the Lessor Note and shall be subject to the approval of the LIHTC investors. The Lessor Note is applicable to phase I and II.

Principal Value: The principal value for Phase 1 of the Development is $224,000.00 and for Phase 2 is $126,000.00.

Interest Rate: The Applicable Federal Rate for Annual Compounding Long Term Debt as of the date of the issuance of the Lessor Note.

Term: Thirty years from the financial closing of the applicable Phase subject to the Lessor Note.

Payment: Annual simple interest only payments (non-amortizing) throughout the term of the loan. The principal shall be due and payable at the end of the Term, or upon any sale, refinance, cash-out transaction or resyndication of the Low Income Housing Tax Credits.

E. County Net Cash Flow Participation. On all Phases, the County will receive 30% of all net distributable operating receipts characterized as cash flow after any deferred Developer Fees and payment of any priority items set forth in the phase specific operating or partnership agreement. The share of net cash flow shall be received by the County from the Developer after stabilization period, about one year after issuance of Certificate of Occupancy, and through the termination date of the ground lease agreement.

F. Asset Management Fee. Beginning in Year 1 of each Phase of the Project, the year in which residents are able to move in to completed units, Developer shall pay to the County an asset management fee in the amount of (i) $40,000 annually, an amount which will grow at 3% per year, for Years 1 – 6 of Phase 1 of the Development; and (ii) a separate asset management fee to the County of $30,000 annually, an amount which will grow at 3% per year, for Years 1 – 6 of Phase 2 of the Development (collectively the "Asset Management Fee".)

G. County Residual Participation. On all Phases, upon any sale, refinance, or cash-out transaction or resyndication of the Low Income Housing Tax Credits, involving the Developer's leasehold interests or properties, other than those in which the County is the purchasing entity, the County will receive 30% of the Developer managing member's net proceeds from such transactions after debt, expenses, fees and agreed upon and customary offsets for repairs, approved operating loans to the project and other related costs (the "Net Proceeds").

Exhibit C

Site Plan, Renderings and Perspectives

HOMESTEAD GARDENS

MARCH 24TH, 2022

DBC PROCIDA

ZYSCOVICH

Attachment C

Project
Homestead Gardens
DBC PROCIDA

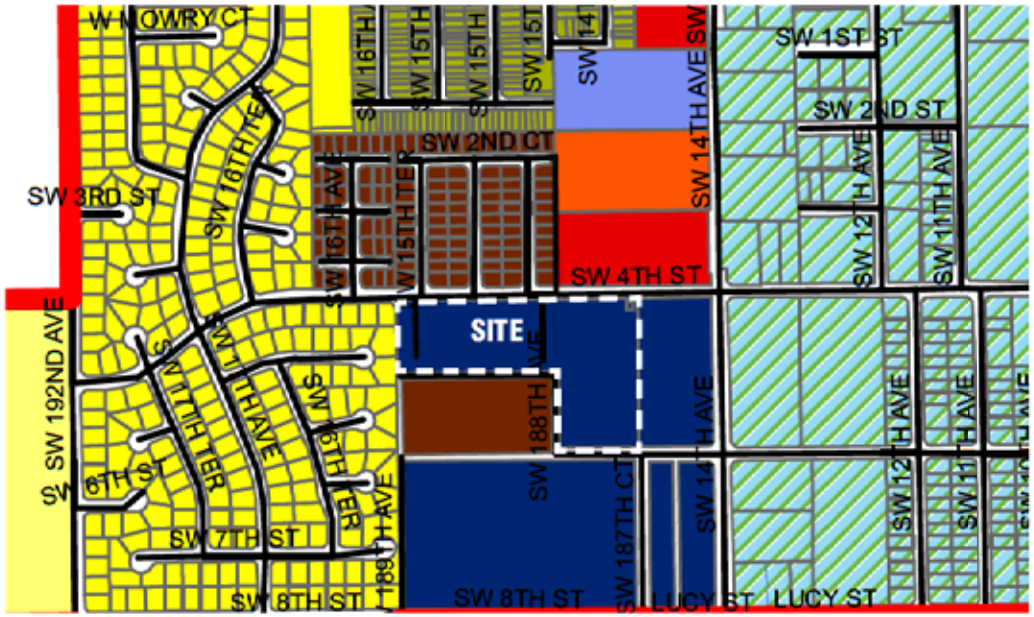
1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
ZYSCOVICH
ARCHITECTS

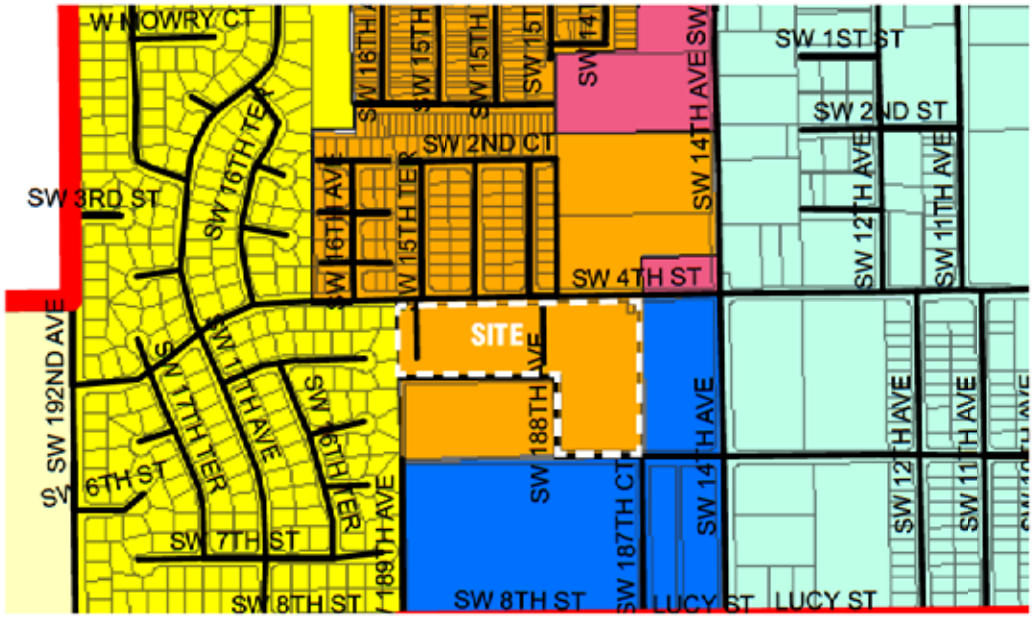
Aerial

Project Number
8-2-2022

A001



Existing Zoning Map



Future Land Use Map

STRUCTURAL CONSULTANT
CIVIL CONSULTANT
MEP CONSULTANT
LIFESAFETY CONSULTANT

Project:
Homestead Gardens
DBC PROCIDA

1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
ZYSCOVICH ARCHITECTS

Seal

EXISTING ZONING / FLUM

Project Number
9-2-2022

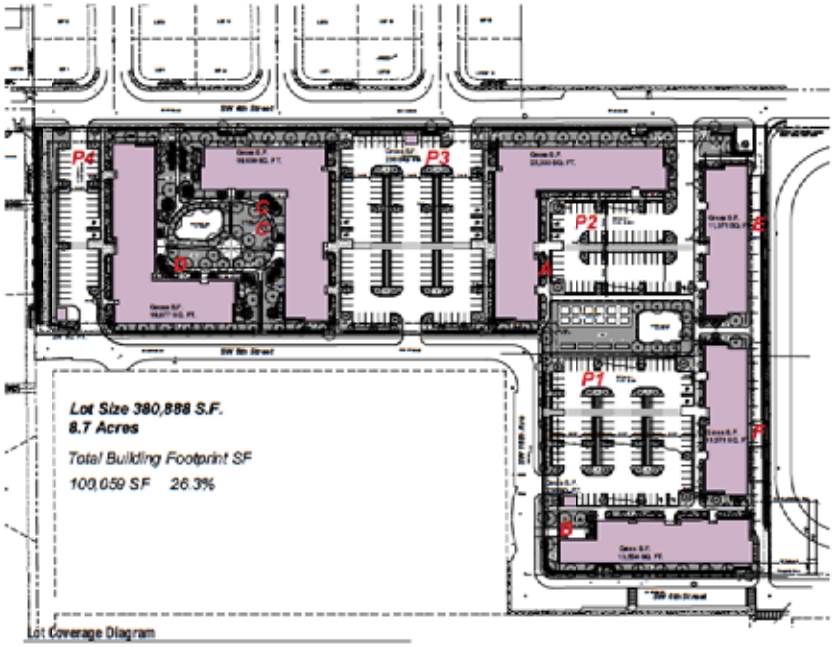
A002

Development Standards

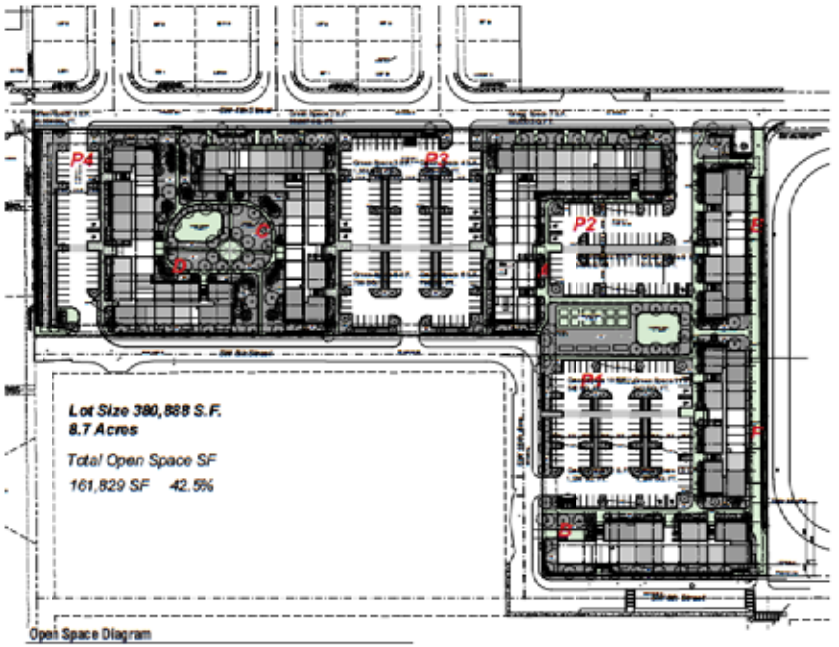
Density	30 DU/Acre
FAR	1.1
Building Height	4 stories or 45 feet
Setbacks	
SW 4th Street	20 feet min.
SW 5th Street	15 feet min
SW 6th Street	15 feet min
SW 10th Avenue	20 feet min.
Side	20 feet min.
Impervious Coverage	70% maximum
Open Space/Pervious	30% minimum
Parking	
Residential	1 space per dwelling unit
Visitor	1 spaces per 15 dwelling units
Stall Dimension	8'-6" x 18'
Parking Setback	10 feet min.

Zoning Data

Lot Area			
		380,888 SF	8.74 Acres
Impervious Coverage			
		219,059 SF	58%
Open Space/Pervious			
		161,829 SF	42%
FAR			
			0.82
Building Areas			
Building A			57,431 SF
Building B			54,541 SF
Building C			51,195 SF
Building D			57,216 SF
Building E			45,531 SF
Building F			45,531 SF
Total			**311,445 SF**
Setbacks			
SW 4th Street			20' min.
SW 5th Street			15' min
SW 6th Street			15' min
SW 10th Avenue			20' min.
Side			20' min.
Density			30 DU/Acre
Building A			42
Building B			44
Building C			41
Building D			47
Building E			38
Building F			38
Total			**250**
Height			
			45' Max.
Parking			
Required	1 per Unit	250	
Visitor	1 per 15 units	17	**323**
Total		**267**	



Lot Coverage Diagram



Open Space Diagram

STRUCTURAL CONSULTANT
CIVIL CONSULTANT
MEP CONSULTANT
LIFESAFETY CONSULTANT

Project
Homestead Gardens
DBC PROCIDA

1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
ZYSCOVICH ARCHITECTS

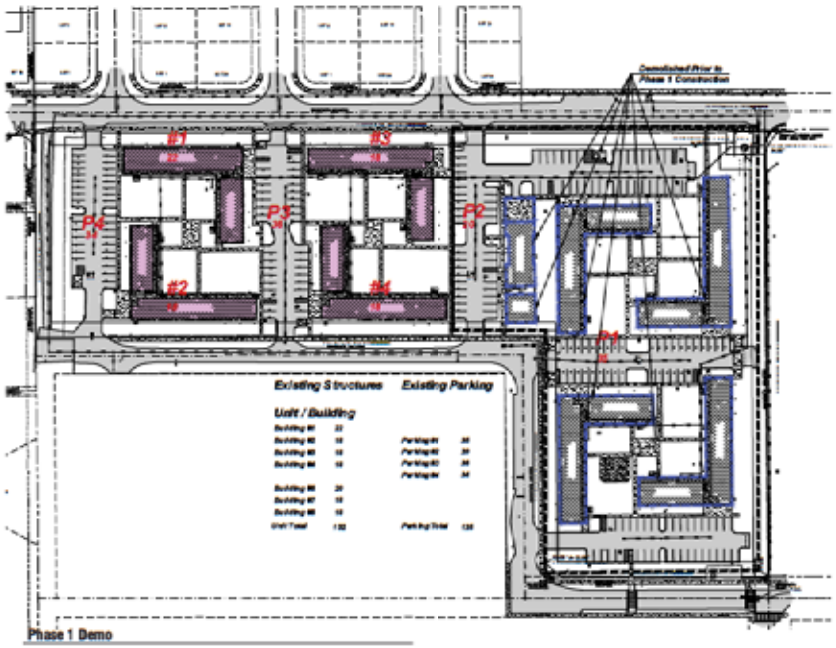
Seal

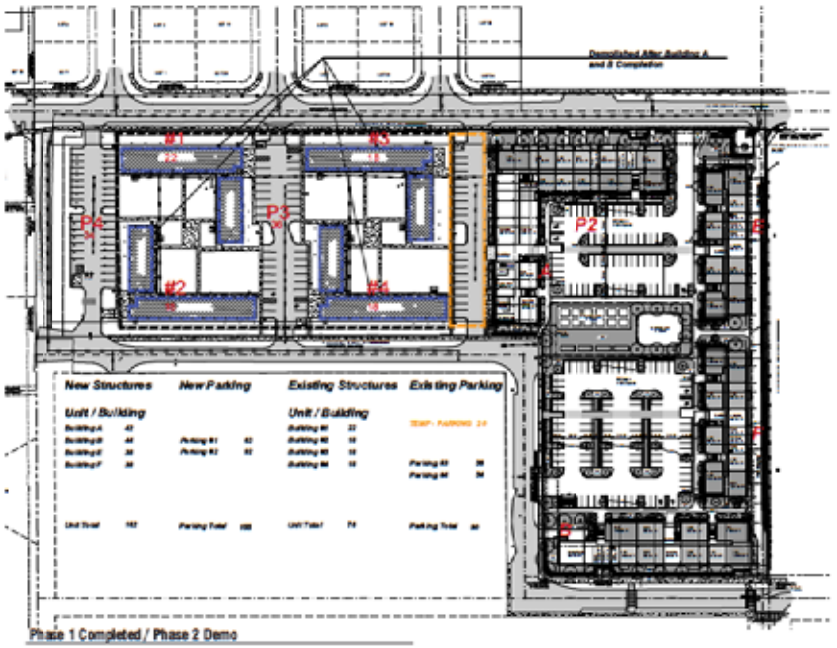
ZONING DIAGRAMS

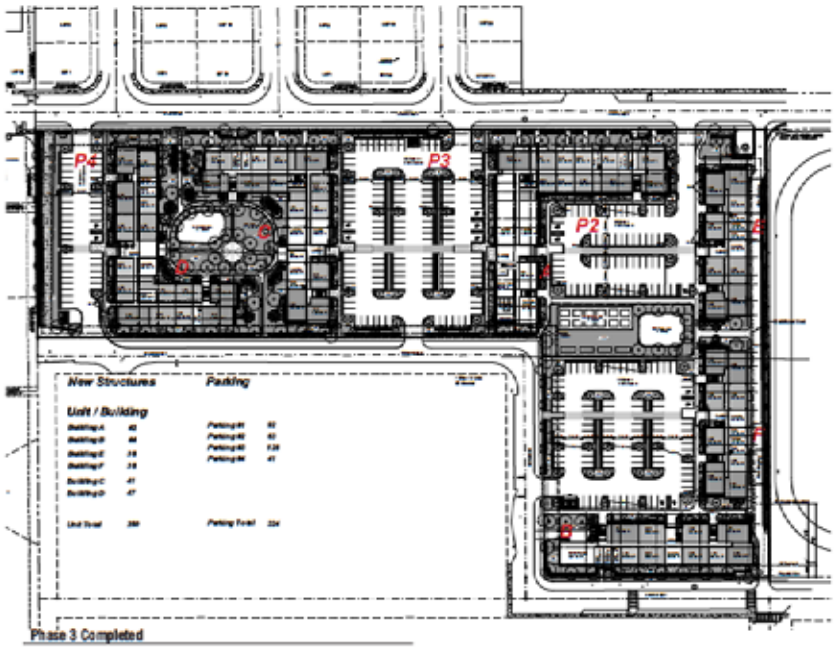
Project Number

9-2-2022

A003







Project:
Homestead Gardens
DBC PROCIDA

1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
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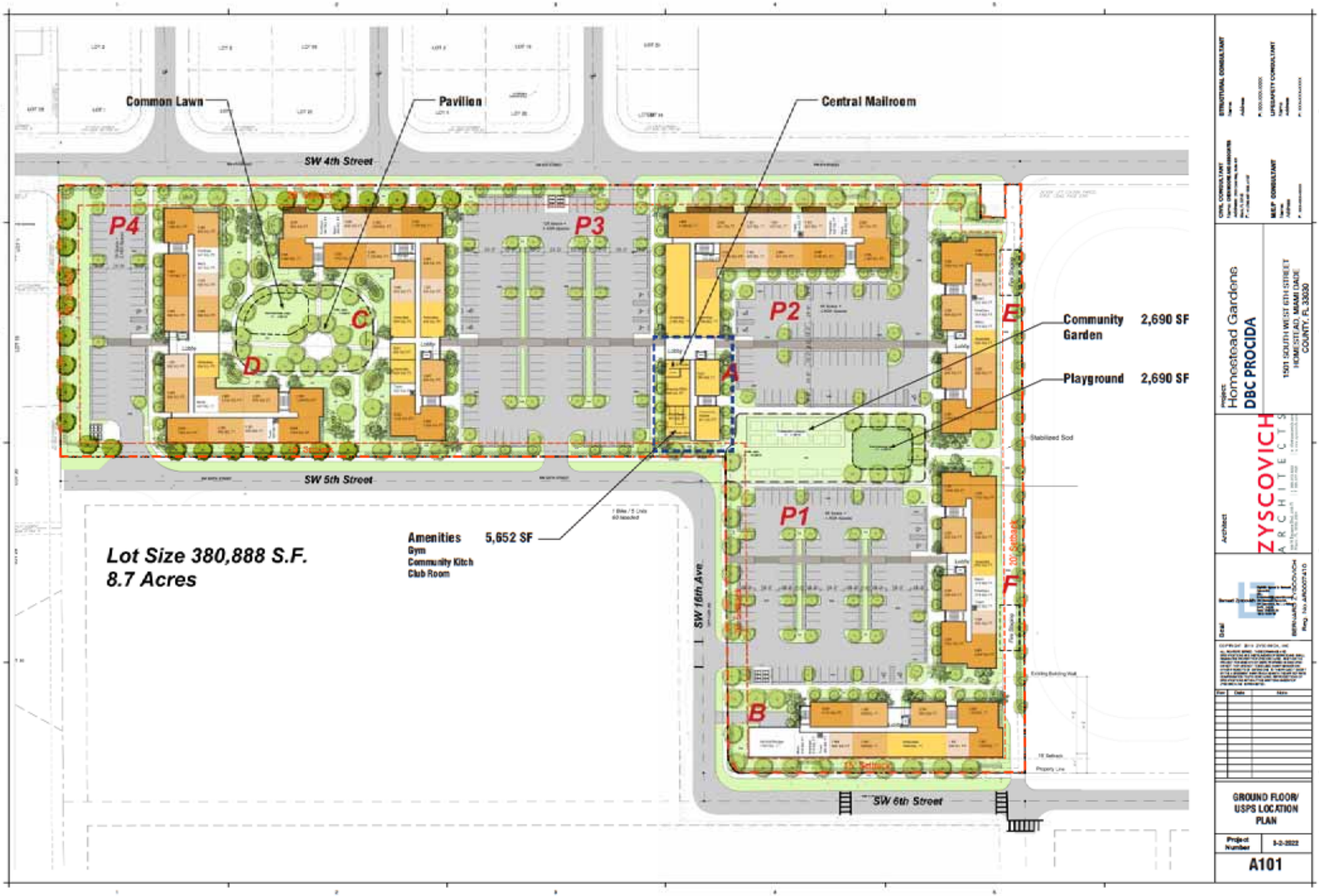
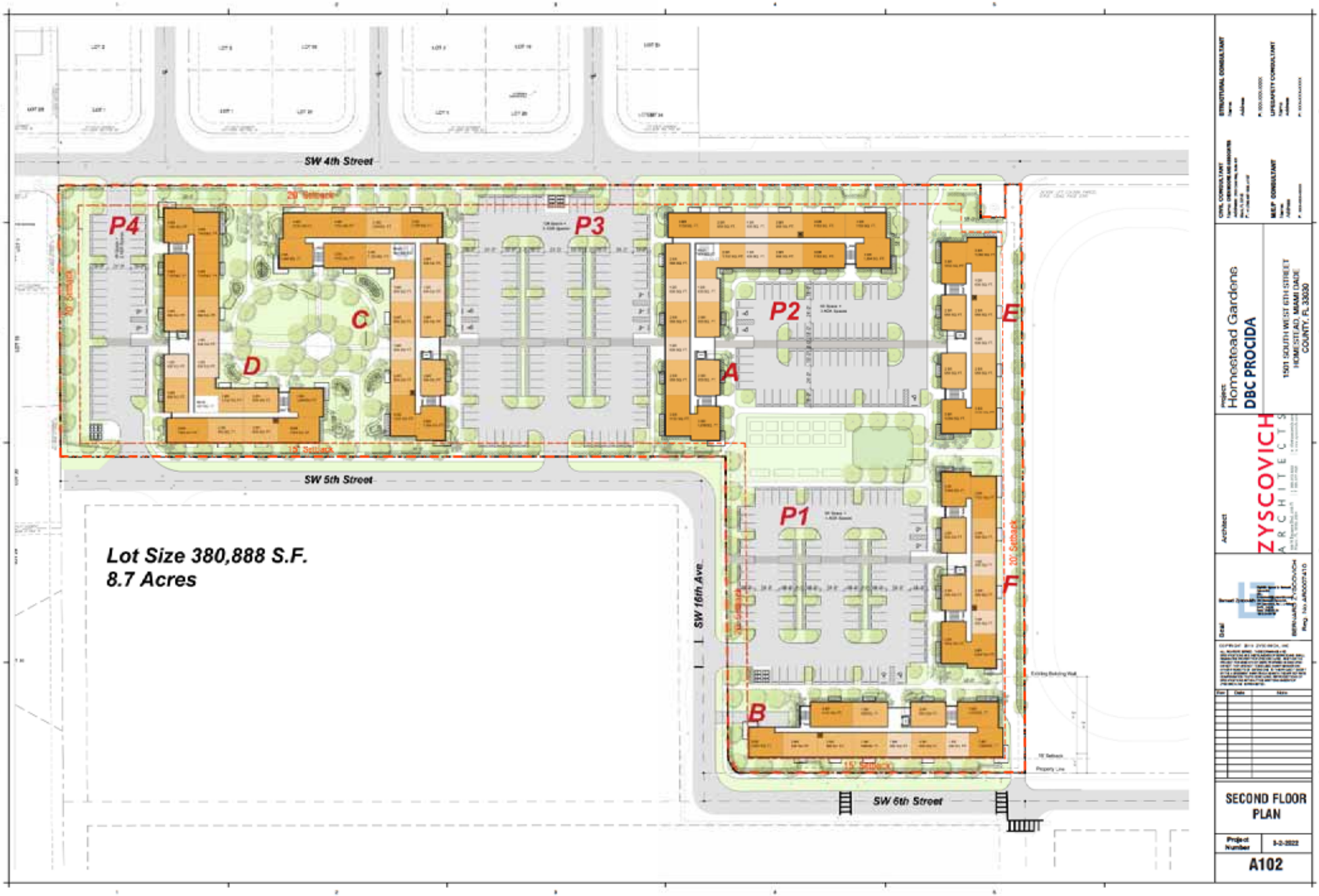
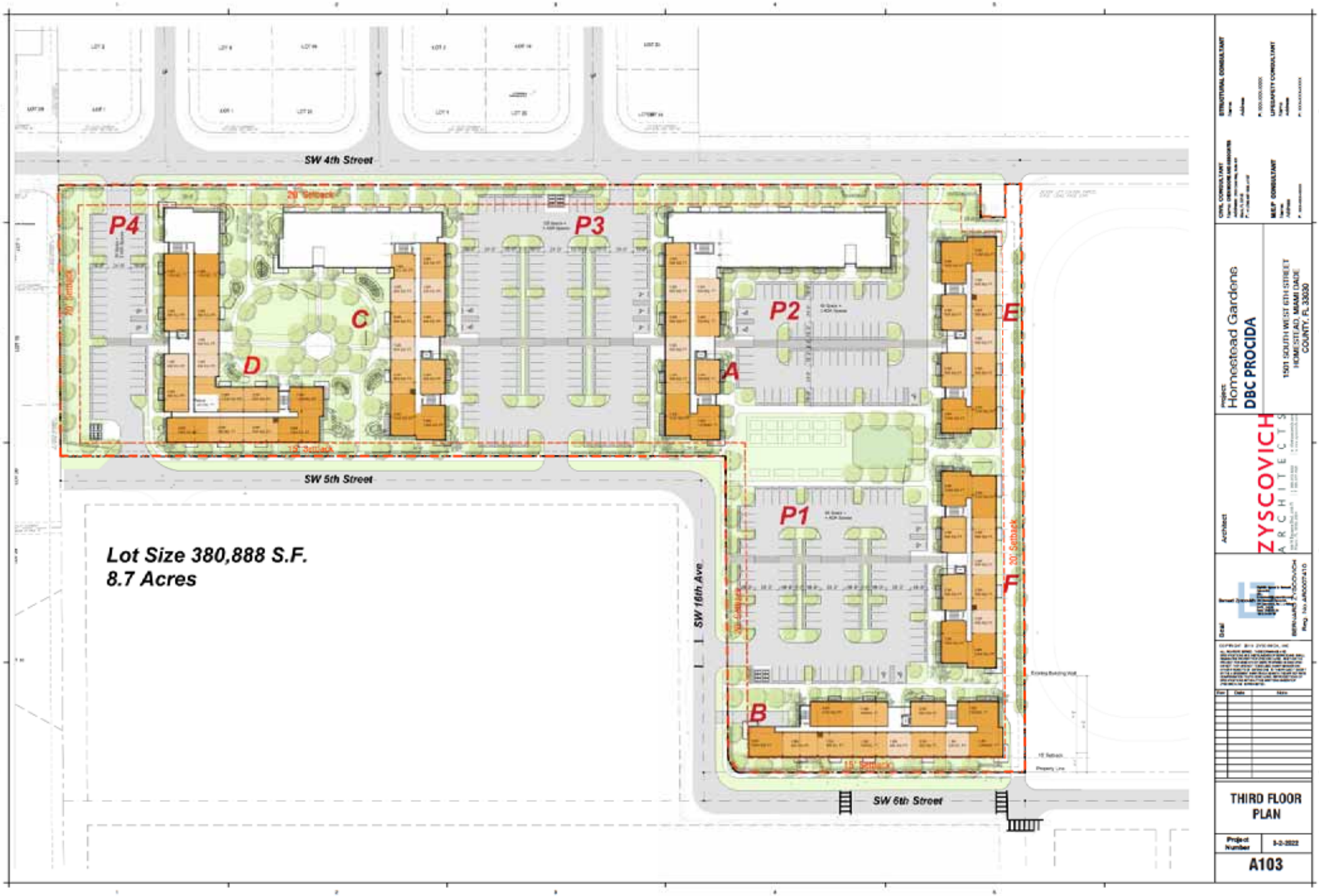
DEMO/PHASING DIAGRAMS

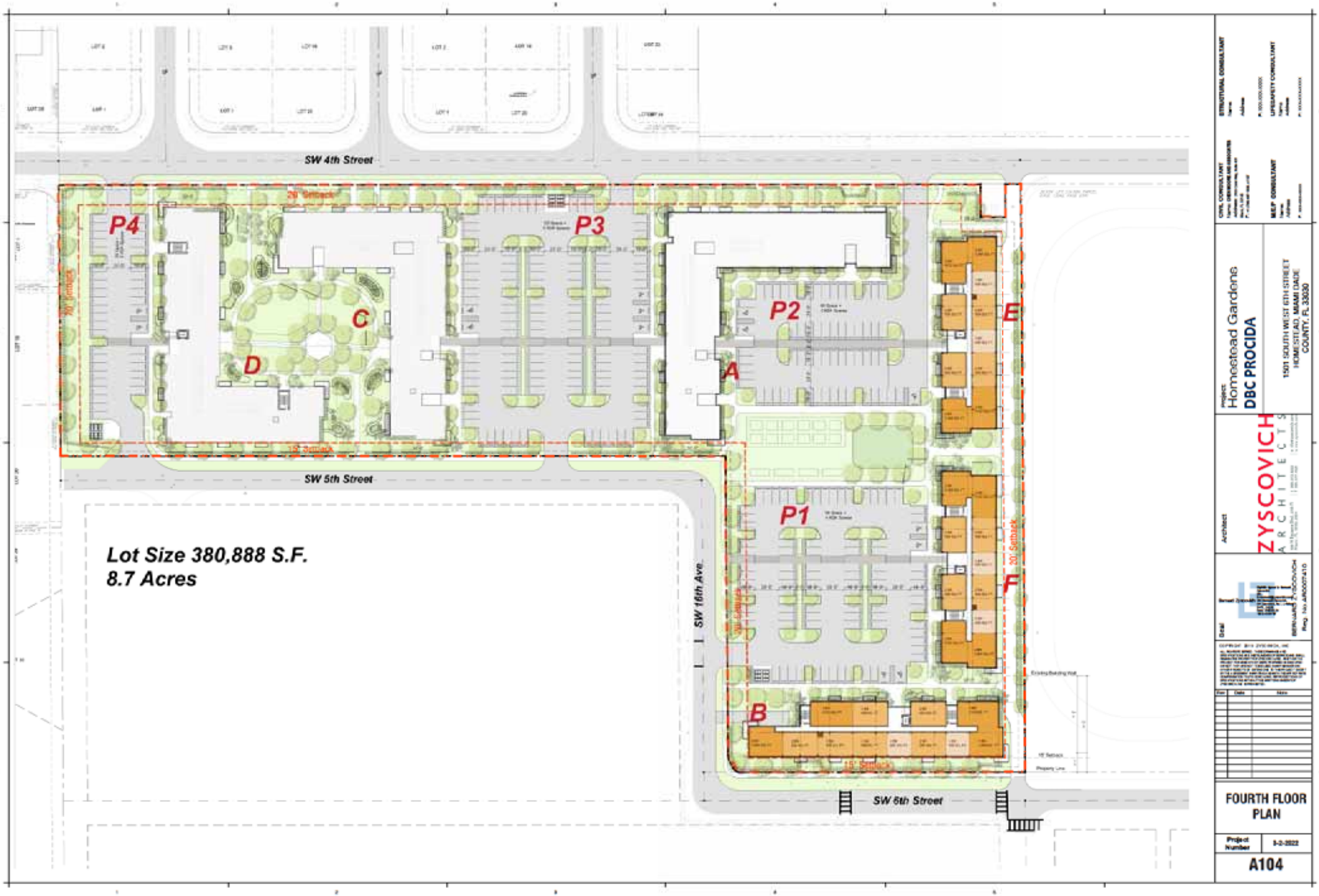
Project Number | 9-2-2022

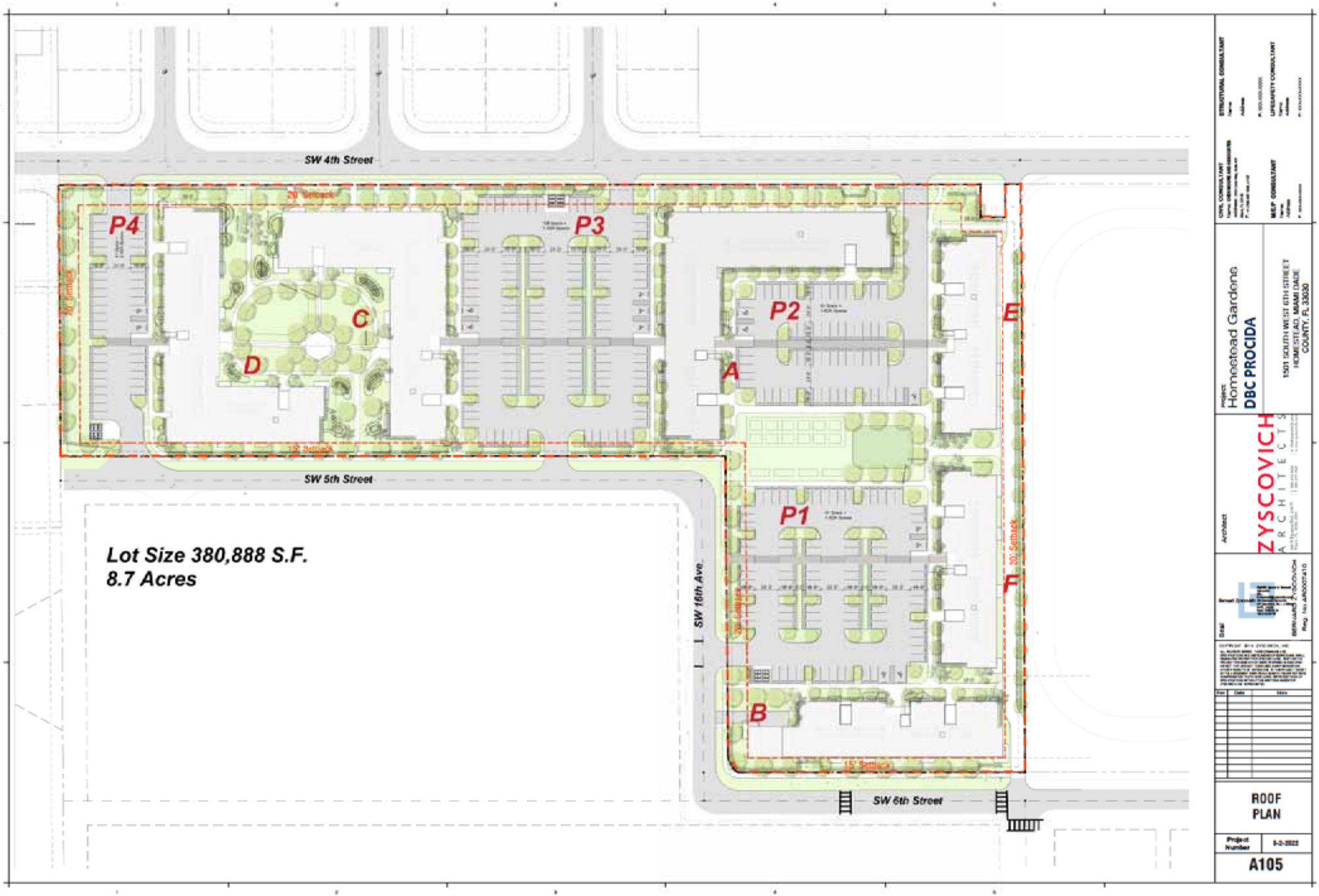
A004

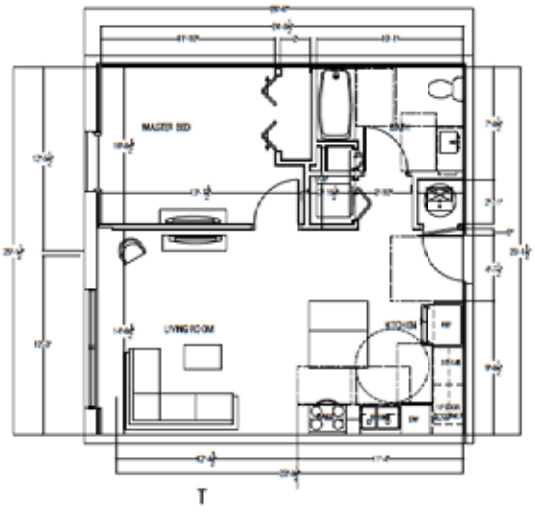

Common Lawn
Pavilion
Central Mailroom
SW 4th Street
SW 5th Street
SW 16th Ave
SW 6th Street
P1
P2
P3
P4
A
B
C
D
E
F
Community Garden 2,690 SF
Playground 2,690 SF
Stabilized Sod
Amenities 5,652 SF
Gym
Community Kitch
Club Room
Lot Size 380,888 S.F.
8.7 Acres
20' Setback
Project: Homestead Gardens
DBC PROCIDA
1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030
Architect
ZYSCOVICH ARCHITECTS
GROUND FLOOR/
USPS LOCATION
PLAN
A101


SW 4th Street
SW 5th Street
SW 16th Ave
SW 6th Street
P1
P2
P3
P4
A
B
C
D
E
F
20' Setback
15' Setback
Lot Size 380,888 S.F.
8.7 Acres
Homestead Gardens
DBC PROCIDA
1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030
ZYSCOVICH
ARCHITECTS
SECOND FLOOR
PLAN
A102

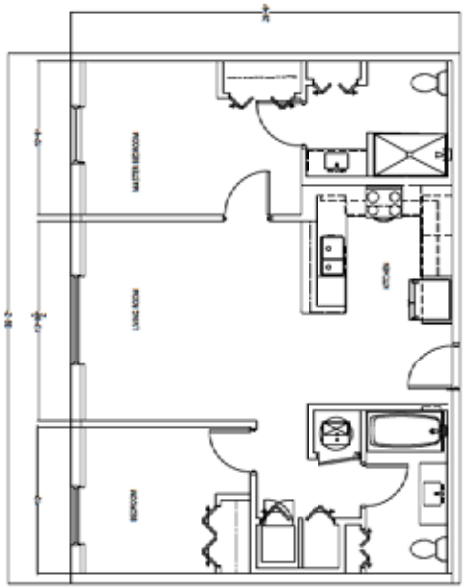

SW 4th Street
SW 5th Street
SW 6th Street
SW 16th Ave
P1
P2
P3
P4
A
B
C
D
E
F
Lot Size 380,888 S.F.
8.7 Acres
20' Setback
15' Setback
Project:
Homestead Gardens
DBC PROCIDA
1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030
Architect
ZYSCOVICH
ARCHITECTS
THIRD FLOOR
PLAN
Project Number
9-2-2022
A103


SW 4th Street
SW 5th Street
SW 16th Ave.
SW 6th Street
P1
P2
P3
P4
A
B
C
D
E
F
20' Setback
15' Setback
Lot Size 380,888 S.F.
8.7 Acres
Homestead Gardens
DBC PROCIDA
1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030
ZYSCOVICH
ARCHITECTS
FOURTH FLOOR
PLAN
A104

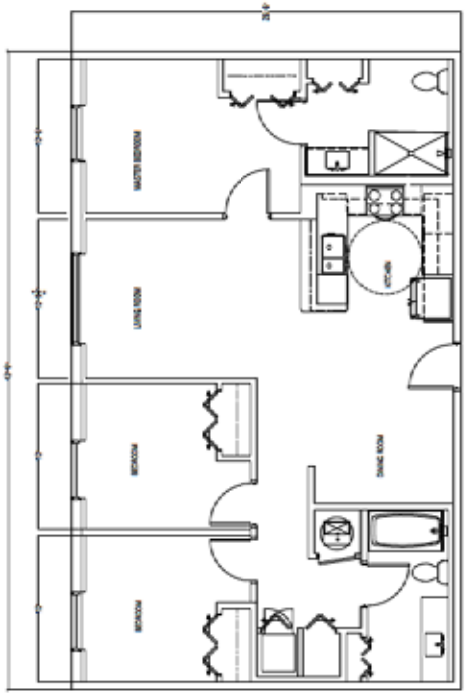

SW 4th Street
SW 5th Street
SW 16th Ave.
SW 6th Street
P1
P2
P3
P4
A
B
C
D
E
F
20' Setback
15' Setback
Lot Size 380,888 S.F.
8.7 Acres
Homestead Gardens
DBC PROCIDA
1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030
ZYSCOVICH
ARCHITECTS
ROOF
PLAN
A105



Typical 1 Bedroom Unit Plan



Typical 2 Bedroom Unit Plan



Typical 3 Bedroom Unit Plan

Project:
Homestead Gardens
DBC PROCIDA

1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
ZYSCOVICH
ARCHITECTS

Deal

TYPICAL UNIT PLANS

Project Number 3-2-2022

A106

BUILDING A EAST

BUILDING A NORTH

STRUCTURAL CONSULTANT
Name
Address
P: 000.000.0000

CIVIL CONSULTANT
Name
Address
P: 000.000.0000

MEP CONSULTANT
Name
Address
P: 000.000.0000

LIFESAFETY CONSULTANT
Name
Address
P: 000.000.0000

Project:
Homestead Gardens
DBC PROCIDA

1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
ZYSCOVICH ARCHITECTS

Seal
BERNARD J. ZYSCOVICH
Reg. No. AR0007410

No.	Date	Issue

BUILDING ELEVATIONS

Project Number | 9-2-2022

A200

BUILDING A WEST

BUILDING A SOUTH

STRUCTURAL CONSULTANT

CIVIL CONSULTANT

MEP CONSULTANT

LIFE SAFETY CONSULTANT

Project:
Homestead Gardens
DBC PROCIDA

1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
ZYSCOVICH ARCHITECTS

Seal

No.	Date	Issue

BUILDING ELEVATIONS

Project Number | 9-2-2022

A201

BUILDING B EAST

BUILDING B NORTH

BUILDING B WEST

BUILDING B SOUTH

STRUCTURAL CONSULTANT

CIVIL CONSULTANT

MEP CONSULTANT

LIFESAFETY CONSULTANT

Project:
Homestead Gardens
DBC PROCIDA

1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
ZYSCOVICH ARCHITECTS

Seal

BUILDING ELEVATIONS

Project Number

9-2-2022

A202

BUILDING C EAST

BUILDING C NORTH

BUILDING C WEST

BUILDING C SOUTH

STRUCTURAL CONSULTANT

CIVIL CONSULTANT

MEP CONSULTANT

LIFESAFETY CONSULTANT

Project:
Homestead Gardens
DBC PROCIDA

1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
ZYSCOVICH ARCHITECTS

Seal

BUILDING ELEVATIONS

Project Number

9-2-2022

A203

BUILDING D EAST

BUILDING D NORTH

BUILDING D WEST

BUILDING D SOUTH

Project:
Homestead Gardens
DBC PROCIDA

1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
ZYSCOVICH ARCHITECTS

Seal

BUILDING ELEVATIONS

Project Number

9-2-2022

A204

BUILDING E EAST

BUILDING E NORTH

BUILDING E WEST

BUILDING E SOUTH

Project:
Homestead Gardens
DBC PROCIDA

1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
ZYSCOVICH
ARCHITECTS

Deal

BUILDING ELEVATIONS

Project Number
3-2-2022

A205

BUILDING F EAST

BUILDING F NORTH

BUILDING F WEST

BUILDING F SOUTH

Project
Homestead Gardens
DBC PROCIDA

1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
ZYSCOVICH
ARCHITECTS

Deal

BUILDING ELEVATIONS

Project Number
3-2-2022

A206

6th Street

5th Street

4th Street

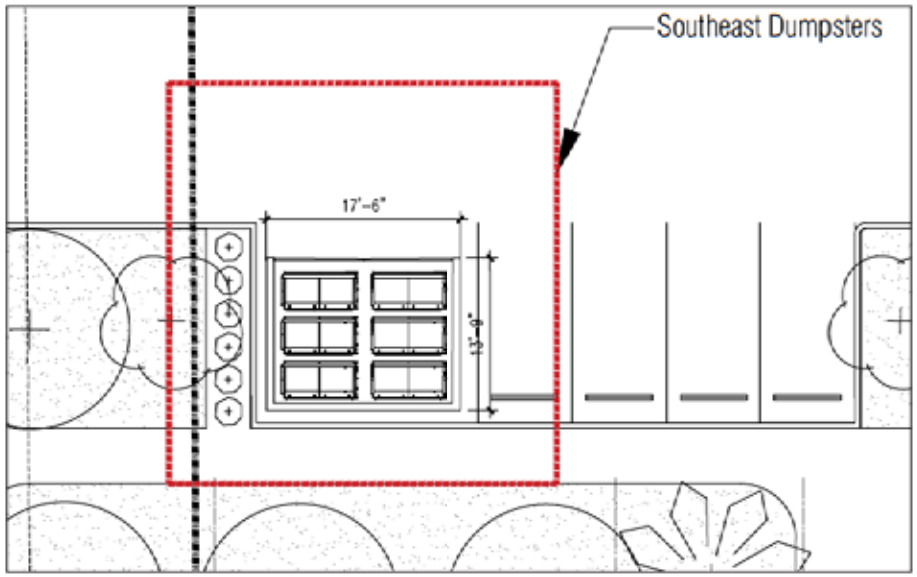
ZYSCOVICH ARCHITECTS

Project: Homestead Gardens DBC PROCIDA

1501 SOUTH WEST 6TH STREET HOMESTEAD, MIAMI DADE COUNTY, FL 33030

BUILDING SECTIONS

A300



Typical Dumpster Plan

Typical Dumpster Elevations

Project: Homestead Gardens
DBC PROCIDA
1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
ZYSCOVICH ARCHITECTS

DUMPSTER/
RECYCLING
ENCLOSURE

Project Number | 9-2-2022

A400

STRUCTURAL CONSULTANT
Name
Address
P: 000.000.0000

CIVIL CONSULTANT
Name
Address
P: 000.000.0000

MEP CONSULTANT
Name
Address
P: 000.000.0000

LIFE SAFETY CONSULTANT
Name
Address
P: 000.000.0000

Project:
Homestead Gardens
DBC PROCIDA

1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
ZYSCOVICH ARCHITECTS

Seal
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Reg. No. AR0007410

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No.	Date	Issue

RENDERINGS

Project Number: 9-2-2022

A500

Project:
Homestead Gardens
DBC PROCIDA

1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
ZYSCOVICH ARCHITECTS

Seal

RENDERINGS

Project Number | 9-2-2022

A501

CIVIL CONSULTANT
STRUCTURAL CONSULTANT
MEP CONSULTANT
LIFESAFETY CONSULTANT

Project:
Homestead Gardens
DBC PROCIDA

1501 SOUTH WEST 6TH STREET
HOMESTEAD, MIAMI DADE
COUNTY, FL 33030

Architect
ZYSCOVICH ARCHITECTS

Seal
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Reg. No. AR0007410

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No.	Date	Item

RENDERINGS

Project Number | 9-2-2022

A502

Exhibit D

Development Budget/Pro Forma

Homestead Gardens I - Bldgs. A, B, E & F

Units: 162

SOURCES AND USES

Construction Sources			per DU	% of total
Construction Loan (Lender: MDHFA/BOA)	$	41,480,000	$256,049	69.81%
2nd Mortgage (Lender: Subsidy Funding)	$	4,000,000	$24,691	6.73%
Federal LIHTCTax Credit Equity	$	3,768,266	$23,261	6.34%
Deferred Reserves & Expenses	$	1,620,000	$10,000	2.73%
Deferred & Accrued Interest	$	204,000	$1,259	0.34%
Deferred Developer's Fee/Sponsor's Note	$	8,116,079	$50,099	13.66%
Gap/(Surplus)	$	4,743	$29	0.01%
TOTAL SOURCES	**$**	**59,417,087**	**$366,772**	**100.00%**

Permanent Sources				
First Mortgage (Lender: HFA)	$	24,540,000	$151,481	41.30%
2nd Mortgage (Lender: Subsidy Funding)	$	4,000,000	$24,691	6.73%
Federal LIHTCTax Credit Equity	$	25,121,773	$155,073	42.28%
Deferred & Accrued Interest	$	204,000	$1,259	0.34%
Deferred Developer's Fee/Sponsor's Note	$	5,327,315	$32,885	8.97%
Gap/(Surplus)	$	-	$0	0.00%
TOTAL SOURCES	**$**	**59,417,088**	**$366,772**	**100.00%**

Uses				
Acquisition Cost	$	324,000	$2,000	0.55%
Construction Cost	$	37,377,217	$230,724	62.91%
Soft Cost	$	12,673,871	$78,234	21.33%
Developer's Fee	$	9,042,000	$55,815	15.22%
TOTAL USES	**$**	**59,417,088**	**$366,772**	**100.00%**
Total Uses Excl. Acq., Demo & Off-site sitework	**$**	**55,073,386**	**$339,959**	

Homestead Gardens I - Bldgs. A, B, E & F

Units: 162

DEVELOPMENT BUDGET

			Developer Costs	Eligible Costs (Y/N)	ELIGIBLE BASIS 100.0%	NON ELIGIBLE 0.0%
Acquisition Cost + Site Preparation						
				N	-	-
				N	-	-
				N	-	-
				N	-	-
				N	-	-
Acquisiton Cost			324,000	N	-	324,000
Subtotal Acquisition			**324,000**		**-**	**324,000**
Construction Cost						
Contractor Price						
Residential & Amenities	$164,246	/du	26,607,843	Y	26,341,765	266,078
Demolition (Buildings 5, 6, 7 & 8)	$4,257	/du	689,649	N	-	689,649
Sitework & Design Contingency	13%	% Residential	3,330,053	Y	2,997,048	333,005
Profit/Overhead/General Conditions/P&P	15.00%		4,429,661	Y	4,429,661	-
Contingency	5%		1,752,860	Y	1,752,860	-
Art in Public Spaces	1.50%		567,151	N	-	567,151
Total Hard Cost	230,724	/du	**37,377,217**		**35,521,333**	**1,855,884**
	184	/sf				
	216,403	/du excl. conting. & art				
	173	/sf				
Soft Cost						
Borrower's Legal			350,000	Y	280,000	70,000
Lender Legal		2%	75,000	Y	56,250	18,750
Architectural Fees	2.42%	of HC	849,000	Y	849,000	-
Engineering Fees	0.50%	of HC	180,000	Y	180,000	-
Energy Consulting	$309	/du	50,000	Y	50,000	-
Bank's Engineer-Plan and Cost	$ 15,000	/bldg.	60,000	Y	60,000	-
Bank's Engineer-Insp.	$1,250	/month	37,500	Y	37,500	-
Environmental Review-Phase 1 & 2, NEPA, Monitoring, CNA						
Traffic Studies	$ 25,000	/bldg	100,000	Y	100,000	-
Permits & Expediting	1%		356,244	Y	356,244	(0)
Relocation Program (Buildings 5, 6,7 & 8)	$4,000	/du	324,000	N	-	324,000
Accounting			40,000	Y	40,000	-
Appraisal			15,000	Y	15,000	-
Survey			15,000	Y	15,000	-
Section 3/ WBE + MBE Monitoring	2500	/month	50,000	Y	50,000	-
FF&E			75,000	Y	75,000	-
Initial Compliance	$350	/unit	56,700	N	-	56,700
Utility Connection and Impact Fees	$4,500	/unit	729,000	Y	729,000	-
Real Estate Taxes During Construction			-	Y	-	-
Title	0.80%	of Constr. Loans	365,632	Y	274,224	91,408
Subtotal			**3,728,076**		**3,167,218**	**560,858**
Financing Fees						
Predevelopment Loan Commitment Fee	0.00%	of Predevelopment Loan		Y	-	-
Bank Origination	1.00%		419,294	Y	349,411	69,883
Annual L/C Fee	0.00%	of L/C	-	Y	-	-
Bond Issuance & Underwriting	1.00%	of Cons. Loan	414,800	N	-	414,800
Placement Agent				N	-	-
Third Party Reports, Fees & Costs			25,000	N	-	25,000
Perm Conversion fee			10,000	N	-	10,000
FHFC Credit Underwriting Fees			20,000	N	-	20,000
FHFC Administrative Fee	9.000%		241,838	N	-	241,838
FHFC Compliance Monitoring			150,000	N	-	150,000
MDHFA Admisnitrative Fee	0.250%		103,700	N	-	103,700
MDHFA Application Fee, Credit Underwriting, Initial deposits			9,430	N	-	9,430
MDHFA Compliance Fee			4,860	N	-	4,860
MDHFA Bond Counsel			69,720	N	-	69,720
County Attorney Fee			10,000	N	-	10,000
MDHFA Financial Adviso			32,480	N	-	32,480
Subtotal			**1,511,122**		**349,411**	**1,161,711**
Carrying Costs						
Predevelopment Loan Interest			-	N	-	-
Construction Period Interest			4,248,300	Y	2,900,200	1,348,100
Deferred Seller Note Interest			-	N	-	-
Pre-Closing HQS Repairs			-	N	-	-
Mobilization				N	-	-
Syndicator Legal			50,000	N	-	50,000
Insurance	1.30%	of HC	490,000	Y	376,923	113,077
Signage Fee	$0	/bldg	-	N	-	-
Subtotal			**4,788,300**		**3,277,123**	**1,511,177**
Reserves and Contingency						
Security Reserve	-	/du	675,000	N	-	675,000
Capitalized Operating Reserve	6	Months MO & DS	1,470,000	N	-	1,470,000
Capitalized Replacement Reserve	-	/du	-	N	-	-
Water and Sewer Escrow	-	Mo. Water & Sewer Costs	-	N	-	-
RAD Rent Phase-In Reserve			-	N	-	-
			-	N	-	-
Soft Cost Contingency	5.00%	of soft costs	501,374	Y	376,031	125,343
Subtotal			**2,646,374**		**376,031**	**2,270,343**
Total Soft Costs			**12,673,871**		**7,169,783**	**5,504,088**
Developer's Fee	18.00%		**9,042,000**	Y	**8,983,680**	**58,320**
Total Development Cost:			**59,417,088**		**51,674,796**	**7,742,292**
			366,772		87%	

	Eligible Basis		51,674,796
	Acquisition Basis		-
	Total Basis with Boost	30.00%	67,177,235
	Qualified Basis	100.00%	67,177,235
	Annual Credit @	4.00%	2,687,089
	Amount Raised per Credit @	0.9350	2,512,429
	Amount Raised Total	**99.99%**	**25,121,773**
	Number of TC Units		162
	% TC Units		100.00%
	% Non Residential Costs		0.00%
	Aplicable Fraction		100.00%
74	units x $10,000		

Equity Installments

3,768,266	15%	Closing
6,280,443	25%	Completion
14,821,846	59%	Conversion
251,218	1%	8609s
25,121,773	**100%**	

742,259						
74 units						

Construction Sources

Construction Loan (Lender: MDHFA/BOA)		41,480,000	69.81%	80% Basis + Land
2nd Mortgage (Lender: Subsidy Funding)		4,000,000	6.73%	100%
Seller Note		224,000	0.38%	
Interim Income		-	0.00%	
Federal LIHTCTax Credit Equity	15%	3,768,266	6.34%	
State Tax Credit Equity			0.00%	
Deferred Sponsor Reserve		-	0.00%	
Deferred Reserves & Expenses		1,620,000	2.73%	
Developer Equity		-	0.00%	
Deferred & Accrued Interest		204,000	0.34%	
Deferred & Accrued Seller's Note Interest			0.00%	-
Deferred Developer's Fee/Sponsor's Note	25% of dev fee paid at closing	8,116,079	0.00%	
Gap/(Surplus)		4,743	0.00%	
Total		**59,412,345**	86.33%	

Permanent Sources

First Mortgage (Lender: HFA)		24,540,000	41.30%	
2nd Mortgage (Lender: Subsidy Funding)		4,000,000	6.73%	24,691 per unit
Seller Note		224,000	0.38%	
Interim Income		-	0.00%	
Federal LIHTCTax Credit Equity		25,121,773	42.28%	
State Tax Credit Equity		-	0.00%	
Developer Equity		-	0.00%	
Deferred & Accrued Interest		204,000	0.34%	
Deferred & Accrued Seller's Note Interest		-	0.00%	925,921 Dev Fee Paid at Const Closing
Deferred Developer's Fee/Sponsor's Note		5,327,315	8.97%	2,788,764 Dev Fee Paid at Conversion
Gap/(Surplus)		-	0.00%	**3,714,685 Total Paid Fee**
Total		**59,417,088**	100.00%	

22,930 per unit 7.8%

Homestead Gardens I - Bldgs. A, B, E & F **Units: 162**

CONSTRUCTION INTEREST

Loan Amount		% of bond		
Long Term Bond Amount	$24,540,000	59.16%		
Short Term Bond Amount	$16,940,000	40.84%		
Recycled Bonds	$0	0.00%		
Total Bond Amount	**$41,480,000**			

Term	Months	Years
Construction term	20	1.67
Rent-up & conversion term	6	0.50
Total term	26	2.17

Construction Loan (Short Term Bonds) Interest Rate Calculation

Base Rate	6.50%	
Servicing Fee:	0.00%	
Servicing Fee:		
Servicing Fee:		
Sum (All-In Rate):	6.50%	

Fixed Rates during Construction

Long Term		*See Mortgage tab for breakdown.*
Short Term		
Subordinate Loan	3.40%	AFR

HFA Construction Interest Calculation*

	Loan Amount	Interest Rate		Monthly Interest	Term	Total
Long Term	24,540,000	6.50%	60.00%	$79,755	20	$1,595,100
	24,540,000	6.50%	100.00%	$132,925	6	$797,550
Short Term	16,940,000	6.50%	60.00%	$55,055	20	$1,101,100
	16,940,000	6.50%	100.00%	$91,758	6	$550,550
County Surtax	$4,000,000	3.40%	60.00%	$6,800	20	$136,000
	$4,000,000	3.40%	100.00%	$11,333	6	$68,000
						$4,248,300

**Please note the HFA Construction Interest assumption does not assume 100% draw on Day 1 because the transaction contemplates a private placement of bonds.*

Letter of Credit Amount				Neg. Arb N/A - Draw Down Bonds
	Bond Amount			$41,480,000
	Days Interest	60		$449,367
	LC Amount			**$41,929,367**

Letter of Credit Fees

	Origination Fee (%)	1.00%
	Annual Fee (%)	1.00%

Letter of Credit Terms		Months	
	Earliest	24	
	Anticipated***	30	****Should coincide with Total Term*
	Maximum****	42	*****Should equal Total Term plus Extension(s)*

Homestead Gardens I - Bldgs. A, B, E & F

Unit Distribution	# of Units	# of Rms/ DU	# of Rooms	SF per Room	Total	RAD Units	Other Affordable
Studio	-	2	-		0		
1-BR	34	3	102		0	0	34
2-BR	69	4	276		0	41	28
3-BR	59	5	295		0	40	19
4-BR	-	6	-		0	81	81
5-BR	-	7	-		0		
Subtotal	162	27	673		0		
Super	-	5	-		0		
Total	**162**	**32**	**673**		-		

Property Breakdown

	Total Units	Studio	1-BR	2-BR	3-BR	4-BR	5-BR	Super
Building A	42	0	12	18	12	0	0	0
Building B	44		8	21	15			
Building E	38		7	15	16			
Building F	38		7	15	16			
Subtotal - Units	**162**	**0**	**34**	**69**	**59**	**0**	**0**	**0**

Commercial/Community Facility Income

Tenant Name	Development	Monthly Income	Annual Rent
			$ -
			$ -
			$ -
Total			**$ -**

Additional Tenant Charges	Development	Monthly Income	Annual Income
			$ -
			$ -
			$ -
Total			**$ -**

Laundry Income	Units	Mo. Rent per Unit	Total Annual Income
	162		**$ -**

	2023 FMR	105% FMR	110% FMR	60% AMI	Utility Allowance
Studio	$ 1,362	$ 1,430	$ 1,498		
One Bedroom	$ 1,546	$ 1,623	$ 1,700	$ 1,097	$ 72.00
Two Bedroom	$ 1,923	$ 2,019	$ 2,115	$ 1,317	$ 93.00
Three Bedroom	$ 2,530	$ 2,656	$ 2,783	$ 1,521	$ 115.00
Four Bedroom	$ 2,997	$ 3,146	$ 3,296		
Five Bedroom	$ -	$ -	$ -		

	2022 FMR	105% FMR	110% FMR	80% AMI	Utility Allowance
Studio	$ 1,362	$ 1,430	$ 1,498		
One Bedroom	$ 1,546	$ 1,623	$ 1,700	$ 1,332	$ 72.00
Two Bedroom	$ 1,923	$ 2,019	$ 2,115	$ 1,672	$ 93.00
Three Bedroom	$ 2,530	$ 2,656	$ 2,783	$ 2,220	$ 115.00
Four Bedroom	$ 2,997	$ 3,146	$ 3,296	$ 2,631	
Five Bedroom	$ -				

Rent Standards - Section 8

	2023 FMR	105% FMR	110% FMR	HAP Contract Rent	Utility Allowance	
Studio	$ 1,362	$ 1,430	$ 1,498			
One Bedroom	$ 1,546	$ 1,623	$ 1,700	$ 1,628	$ 72.00	
Two Bedroom	$ 1,923	$ 2,019	$ 2,115	$ 2,022	$ 93.00	$ 2.11
Three Bedroom	$ 2,530	$ 2,656	$ 2,783	$ 2,668	$ 115.00	$ 2.44
Four Bedroom	$ 2,997	$ 3,146	$ 3,296	$ 3,296		
Five Bedroom	$ -	$ -	$ -			

Rent Standards - Projected RAD Rents incl. 2022 OCAF

	2023 FMR	105% FMR	110% FMR	Projected CHAP Rents	Utility Allowance	
Studio	$ 1,362	$ 1,430	$ 1,498			
One Bedroom	$ 1,546	$ 1,623	$ 1,700	$ -	$ 72.00	
Two Bedroom	$ 1,923	$ 2,019	$ 2,115	$ 937	$ 93.00	$ 1,030.13
Three Bedroom	$ 2,530	$ 2,656	$ 2,783	$ 1,233	$ 115.00	$ 1,347.94
Four Bedroom	$ 2,997	$ 3,146	$ 3,296	$ -		
Five Bedroom	$ -	$ -	$ -			

	Unit Count	Monthly Rent	Monthly Income	Notes:		
PBV Rents - <= 30% AMI						
Studio		-	$ -			
1BR			$ -			
2BR	8	2,022	$ 16,176	10%		
3BR	40	2,668	$ 106,720	49%	48	60% PBV
4BR	0	3,296	$ -			
RAD Rents - <=30% AMI						
Studio		-	$ -			
1BR		-	$ -			
2BR	33	937	$ 30,925	41%	33	40% RAD
3BR	0	1,233	$ -			
4BR	0	-	$ -			
60% AMI Rents			$ -			
Studio		-	$ -			
1BR		1,025	$ -	0%		
2BR		1,224	$ -	0%		
3BR		1,406	$ -	0%		
4BR			$ -			
80% AMI Rents						
Studio			$ -			
1BR	34	1,260	$ 42,840	42%		
2BR	28	1,579	$ 44,212	35%		
3BR	19	2,105	$ 39,995	23%		
4BR			$ -			
Total	162		280,868			
MONTHLY TOTALS	**162**		**$ 280,868**			
		Total Annual Residential Income	**$ 3,370,420**			

Homestead Gardens I - Bldgs. A, B, E & F

Total Units	**162**
Rooms	**673**

MAINTENANCE & OPERATING EXPENSES						
Administrative			**Developer UW**			
Legal			$ 20,250	125	per unit	
Accounting			$ 12,000	12,000	per project	
Management Fee		6%	203,873	1,258	per unit	
Fire/Liability Insurance			121,500	750	per unit	
Benchmarking	1	buildings	$ -	-	per building	
Social Services			$ -	-	per unit	
Broadband			$ -	-	per unit	
Office/Other Administrative			$ 24,300	150	per unit	
Tenant Participation Activities			$ 4,050	25	per unit	
Leasing			$ 16,200	100	per unit	
Administrative Payroll			$ 58,219	5	per unit	
Utilities						
Heating				-	per unit	
Electricity			$ 23,976	148	per unit	
Water/Sewer			$ 162,000	1,000	per unit	
Maintenance						
Supplies/Cleaning/Exterminating			$ 32,400	200	per unit	
Repairs/Replacement			$ 81,000	500	per unit	
Painting & Decorating			$ 16,200	100	per unit	
Super & Maintenance Salaries	3	staff	$ 131,100	809	per unit	
Elevator Maintenance & Repairs	4	elevators	$ 20,000	123	per unit	
Replacement Reserve			48,600	$ 300	per unit	
Real Estate Taxes			$ 210,600	1,300	per unit	
Trash Removal			$ 22,000	136	per unit	
Grounds Maintenance			$ 8,000	49	per unit	
Vehicle Leases			$ -	-	per unit	
Other			$ -	-	per unit	
TOTAL			**1,216,268**	***7,508***	***per unit***	
				1,807	***per room***	
Total excl. Taxes & Insurance			**884,168**	***5,458***		

Payroll Breakdown	**Number**	**Ann. Comp**	**Total Cost**
General Manager	1	55,200	55,200
Compliance Manager	0.25	12,075	3,019
Facilities Manager			-
Reception			-
Admin Staff			-
Super/Foreman	1	48,300	48,300
Handyman			-
Porter	2	41,400	82,800
			-
[other]	0	-	-

TOTAL PAYROLL	189,319	$	189,319

Homestead Gardens I - Bldgs. A, B, E & F

Units: **162**

MORTGAGE SIZING

Income				
Residential Income			$	3,370,420
Less Residential Vacancies	5%		$	(168,521)
Net Residential Income			$	3,201,899
Additional Tenant Charges			$	-
Commercial/Community Facility Income			$	-
Laundry Income			$	-
Ancillary/Laundry				
Less Tenant Charge Vacancies	10%		$	-
Less Commercial Vac	10%		$	-
Less Ancillary/Laundry Vac	10%		$	-
Net Comm & Ancillary Income			*$*	-
Net Income			**$**	**3,201,899**
Expenses				
Maintenance/Operating	4626	per unit	$	749,469
Management Fee	1258	per unit	$	203,873
Broadband	0	per unit	$	-
Utilities	1148	per unit	$	185,976
Replacement Reserve	300	per unit	$	48,600
Office/Other Administrative	150	per unit	$	24,300
Tenant Participation Activities	25	per unit	$	4,050
Total Expenses	**$7,508**	**per unit**	**$**	**1,216,268**
NET OPERATING INCOME			**$**	**1,985,632**
Net Available @1.05 Income to Expense			$	1,833,160
Combined DSCR				
Net Available for Debt Service @	1.150		$	1,726,636
Income to Expense			$	1.09
1st Mort DSCR				
Net Available for Debt Service @	1.15		$	1,726,636
Income to Expense			$	1.09

All-In Rate - First Mortgage	**6.32%**

NOI at 1.15x DSCR	1,726,636			Estimated Valuation B.O.E.
Supportable 1st Mort (1.15X)	$24,540,000	Cap Rate		7.00%
Debt Service at 1.15 DSCR	1,686,432	Value	$	28,366,166
		HFA NOI	$	1,985,632
Assumed First Mortgage	$25,120,000	LTV Senior Loan		87%
Loan Term	40	Appraised Value		
Loan Amortization	40	Actual LTV		
Interest Rate	6.32%			
Difference in Mortg Sizing (1.15x v 1.2x)		-		
Difference in DSCR (1.15x v 1.2x)		-		

	MDHFA/BOA **1st Loan**	County Surtax **2nd Loan**	Seller's Note **3rd Loan**	**Total**
Loan Amount	$24,540,000	$4,000,000	$224,000	$28,540,000
Loan Term	40.0	30.0	30.0	40
Loan Amortization	40.0	30.0	30.0	40
Loan Split	86%	14%	1%	
Amount Amortized	$24,540,000	$0	$0	
Balance	($0)	$4,000,000	$224,000	$4,000,000
Balloon %	0%	100%	100%	14%
Debt Service	$1,686,432	$40,000	$7,370	$1,726,432
Debt Service Coverage	1.18	49.64	269.44	1.15
Interest/Expense Ratio	1.10	2.55	2.62	1.09
Monthly Debt Service	$140,536	$3,333	$614	$143,869
Mode				
True Interest Cost	6.32%	1.00%	3.29%	5.45%
Loan/DU	151,481	24,691	1,383	176,173
			@ AFR	

Attachment C

Homestead Gardens I - Bldgs. A, B, E & F
Units: 162

	increases	Construction Period Year 1	Construction Period Year 2	Stabilization Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
EFFECTIVE INCOMES																		
Residential Income & Subsidy	2%			$ 3,331,256	$ 3,397,881	$ 3,465,839	$ 3,535,155	$ 3,605,859	$ 3,677,976	$ 3,751,535	$ 3,826,566	$ 3,903,097	$ 3,981,159	$ 4,060,782	$ 4,141,998	$ 4,224,838	$ 4,309,335	$ 4,395,522
Laundry/Ancillary Income	2%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Income				**$ 3,331,256**	**$ 3,397,881**	**$ 3,465,839**	**$ 3,535,155**	**$ 3,605,859**	**$ 3,677,976**	**$ 3,751,535**	**$ 3,826,566**	**$ 3,903,097**	**$ 3,981,159**	**$ 4,060,782**	**$ 4,141,998**	**$ 4,224,838**	**$ 4,309,335**	**$ 4,395,522**
EXPENSES																		
Maintenance/Operating	3%			$ 795,111	$ 818,965	$ 843,534	$ 868,840	$ 894,905	$ 921,752	$ 949,405	$ 977,887	$ 1,007,223	$ 1,037,440	$ 1,068,563	$ 1,100,620	$ 1,133,639	$ 1,167,648	$ 1,202,677
Management Fee	2%			$ 212,109	$ 216,352	$ 220,679	$ 225,092	$ 229,594	$ 234,186	$ 238,870	$ 243,647	$ 248,520	$ 253,490	$ 258,560	$ 263,731	$ 269,006	$ 274,386	$ 279,874
Utilities	3%			$ 197,302	$ 203,221	$ 209,318	$ 215,597	$ 222,065	$ 228,727	$ 235,589	$ 242,656	$ 249,936	$ 257,434	$ 265,157	$ 273,112	$ 281,305	$ 289,745	$ 298,437
Replacement Reserve	3%	$ -	$ -	$ 48,600	$ 50,058	$ 51,560	$ 53,107	$ 54,700	$ 56,341	$ 58,031	$ 59,772	$ 61,565	$ 63,412	$ 65,314	$ 67,274	$ 69,292	$ 71,371	$ 73,512
Office/Other Administrative	3%			$ 25,780	$ 26,553	$ 27,350	$ 28,170	$ 29,015	$ 29,886	$ 30,783	$ 31,706	$ 32,657	$ 33,637	$ 34,646	$ 35,685	$ 36,756	$ 37,859	$ 38,994
Tenant Participation Activities	3%			$ 4,297	$ 4,426	$ 4,558	$ 4,695	$ 4,836	$ 4,981	$ 5,130	$ 5,284	$ 5,443	$ 5,606	$ 5,774	$ 5,948	$ 6,126	$ 6,310	$ 6,499
Total Expenses				**$ 1,283,199**	**$ 1,319,574**	**$ 1,356,998**	**$ 1,395,501**	**$ 1,435,115**	**$ 1,475,873**	**$ 1,517,807**	**$ 1,560,952**	**$ 1,605,344**	**$ 1,651,020**	**$ 1,698,015**	**$ 1,746,370**	**$ 1,796,124**	**$ 1,847,318**	**$ 1,899,993**
NOI				**$ 2,048,057**	**$ 2,078,307**	**$ 2,108,841**	**$ 2,139,655**	**$ 2,170,744**	**$ 2,202,103**	**$ 2,233,728**	**$ 2,265,614**	**$ 2,297,753**	**$ 2,330,140**	**$ 2,362,767**	**$ 2,395,628**	**$ 2,428,714**	**$ 2,462,017**	**$ 2,495,528**
1st Mortgage Debt Service		$ -	$ -	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432
Surtax & HOME Debt Service				$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000
Acquisition Loan Debt Service				$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370
Net Cash Flow After Debt Service				**$ 274,255**	**$ 304,505**	**$ 335,039**	**$ 365,853**	**$ 396,942**	**$ 428,301**	**$ 459,926**	**$ 491,812**	**$ 523,951**	**$ 556,338**	**$ 588,965**	**$ 621,826**	**$ 654,912**	**$ 688,215**	**$ 721,726**
Deferred Developer Fee				$ 274,255	$ 304,505	$ 335,039	$ 365,853	$ 396,942	$ 428,301	$ 459,926	$ 491,812	$ 523,951	$ 556,338	$ 588,965	$ 601,429	$ -	$ -	$ -
Ground Lease Payment		**$ 100,000**										$ -	$ -	$ -	$ 10,000	$ 10,000	$ 10,000	$ 10,000
Net Cash Flow				**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 10,397**	**$ 644,912**	**$ 678,215**	**$ 711,726**
PHCD Net Cash Flow Distribution	30%			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,119**	**$ 193,474**	**$ 203,465**	**$ 213,518**
DBC Procida Net Cash Flow Distribution	70%			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 7,278**	**$ 451,438**	**$ 474,751**	**$ 498,208**
Net Cash Flow in 15 years				**$ 7,412,565**														
Deferred Developer Fee as Perm Source				**$ 5,327,315**														
PHCD Deferred Developer Fee	30%			**$ 82,276**	**$ 91,351**	**$ 100,512**	**$ 109,756**	**$ 119,082**	**$ 128,490**	**$ 137,978**	**$ 147,543**	**$ 157,185**	**$ 166,901**	**$ 176,690**	**$ 180,429**	**$ -**	**$ -**	**$ -**
DBC Procida Deferred Developer Fee	70%			**$ 191,978**	**$ 213,153**	**$ 234,527**	**$ 256,097**	**$ 277,859**	**$ 299,811**	**$ 321,948**	**$ 344,268**	**$ 366,766**	**$ 389,436**	**$ 412,276**	**$ 421,001**	**$ -**	**$ -**	**$ -**
1st Mortg. DCR				1.19	1.20	1.22	1.24	1.26	1.28	1.29	1.31	1.33	1.35	1.37	1.39	1.41	1.43	1.45
Total DCR				1.15	1.17	1.19	1.21	1.22	1.24	1.26	1.28	1.30	1.31	1.33	1.35	1.37	1.39	1.41

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	increases	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Year 31
EFFECTIVE INCOMES																	
Residential Income & Subsidy	2%	$ 4,483,432	$ 4,573,101	$ 4,664,563	$ 4,757,854	$ 4,853,011	$ 4,950,071	$ 5,049,073	$ 5,150,054	$ 5,253,055	$ 5,358,116	$ 5,465,279	$ 5,574,584	$ 5,686,076	$ 5,799,797	$ 5,915,793	$ 6,034,109
Laundry/Ancillary Income	2%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Income		**$ 4,483,432**	**$ 4,573,101**	**$ 4,664,563**	**$ 4,757,854**	**$ 4,853,011**	**$ 4,950,071**	**$ 5,049,073**	**$ 5,150,054**	**$ 5,253,055**	**$ 5,358,116**	**$ 5,465,279**	**$ 5,574,584**	**$ 5,686,076**	**$ 5,799,797**	**$ 5,915,793**	**$ 6,034,109**
EXPENSES																	
Maintenance/Operating	3%	$ 1,238,758	$ 1,275,920	$ 1,314,198	$ 1,353,624	$ 1,394,233	$ 1,436,060	$ 1,479,141	$ 1,523,516	$ 1,569,221	$ 1,616,298	$ 1,664,787	$ 1,714,730	$ 1,766,172	$ 1,819,157	$ 1,873,732	$ 1,929,944
Management Fee	2%	$ 285,471	$ 291,181	$ 297,004	$ 302,944	$ 309,003	$ 315,183	$ 321,487	$ 327,917	$ 334,475	$ 341,165	$ 347,988	$ 354,948	$ 362,047	$ 369,287	$ 376,673	$ 384,207
Utilities	3%	$ 307,390	$ 316,612	$ 326,110	$ 335,893	$ 345,970	$ 356,349	$ 367,040	$ 378,051	$ 389,392	$ 401,074	$ 413,106	$ 425,500	$ 438,265	$ 451,413	$ 464,955	$ 478,904
Replacement Reserve	3%	$ 75,717	$ 77,989	$ 80,328	$ 82,738	$ 85,220	$ 87,777	$ 90,410	$ 93,123	$ 95,916	$ 98,794	$ 101,758	$ 104,810	$ 107,955	$ 111,193	$ 114,529	$ 117,965
Office/Other Administrative	3%	$ 40,164	$ 41,369	$ 42,610	$ 43,889	$ 45,205	$ 46,561	$ 47,958	$ 49,397	$ 50,879	$ 52,405	$ 53,977	$ 55,597	$ 57,265	$ 58,982	$ 60,752	$ 62,575
Tenant Participation Activities	3%	$ 6,694	$ 6,895	$ 7,102	$ 7,315	$ 7,534	$ 7,760	$ 7,993	$ 8,233	$ 8,480	$ 8,734	$ 8,996	$ 9,266	$ 9,544	$ 9,830	$ 10,125	$ 10,429
Total Expenses		**$ 1,954,194**	**$ 2,009,965**	**$ 2,067,353**	**$ 2,126,403**	**$ 2,187,166**	**$ 2,249,691**	**$ 2,314,030**	**$ 2,380,236**	**$ 2,448,364**	**$ 2,518,470**	**$ 2,590,612**	**$ 2,664,851**	**$ 2,741,247**	**$ 2,819,864**	**$ 2,900,767**	**$ 2,984,023**
NOI		**$ 2,529,238**	**$ 2,563,135**	**$ 2,597,210**	**$ 2,631,451**	**$ 2,665,845**	**$ 2,700,380**	**$ 2,735,043**	**$ 2,769,818**	**$ 2,804,692**	**$ 2,839,647**	**$ 2,874,666**	**$ 2,909,733**	**$ 2,944,829**	**$ 2,979,934**	**$ 3,015,027**	**$ 3,050,086**
1st Mortgage Debt Service		$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432
Surtax & HOME Debt Service		$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	
Acquisition Loan Debt Service		$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	$ 7,370	
Net Cash Flow After Debt Service		**$ 755,436**	**$ 789,333**	**$ 823,408**	**$ 857,649**	**$ 892,043**	**$ 926,578**	**$ 961,241**	**$ 996,016**	**$ 1,030,890**	**$ 1,065,844**	**$ 1,100,864**	**$ 1,135,931**	**$ 1,171,027**	**$ 1,206,132**	**$ 1,241,225**	**$ 1,323,654**
Deferred Developer Fee																	
Ground Lease Payment		$ 10,300	$ 10,609	$ 10,927	$ 11,255	$ 11,593	$ 11,941	$ 12,299	$ 12,668	$ 13,048	$ 13,439	$ 13,842	$ 14,258	$ 14,685	$ 15,126	$ 15,580	$ 16,047
Net Cash Flow		**$ 745,136**	**$ 778,724**	**$ 812,481**	**$ 846,394**	**$ 880,450**	**$ 914,638**	**$ 948,942**	**$ 983,349**	**$ 1,017,842**	**$ 1,052,405**	**$ 1,087,022**	**$ 1,121,674**	**$ 1,156,342**	**$ 1,191,006**	**$ 1,225,645**	**$ 1,307,607**
PHCD Net Cash Flow Distribution	30%	**$ 223,541**	**$ 233,617**	**$ 243,744**	**$ 253,918**	**$ 264,135**	**$ 274,391**	**$ 284,683**	**$ 295,005**	**$ 305,353**	**$ 315,722**	**$ 326,107**	**$ 336,502**	**$ 346,903**	**$ 357,302**	**$ 367,693**	**$ 392,282**
DBC Procida Net Cash Flow Distribution	70%	**$ 521,595**	**$ 545,107**	**$ 568,736**	**$ 592,476**	**$ 616,315**	**$ 640,246**	**$ 664,260**	**$ 688,344**	**$ 712,489**	**$ 736,684**	**$ 760,915**	**$ 785,172**	**$ 809,439**	**$ 833,704**	**$ 857,951**	**$ 915,325**
Net Cash Flow in 15 years																	
Deferred Developer Fee as Perm Source																	
PHCD Deferred Developer Fee	30%	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
DBC Procida Deferred Developer Fee	70%	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
1st Mortg. DCR		1.47	1.48	1.50	1.52	1.54	1.56	1.58	1.60	1.62	1.64	1.67	1.69	1.71	1.73	1.75	
Total DCR		1.43	1.44	1.46	1.48	1.50	1.52	1.54	1.56	1.58	1.60	1.62	1.64	1.66	1.68	1.70	

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	increases	Year 32	Year 33	Year 34	Year 35	Year 36	Year 37	Year 38	Year 39	Year 40	Year 41	Year 42	Year 43	Year 44	Year 45	Year 46	Year 47
EFFECTIVE INCOMES																	
Residential Income & Subsidy	2%	$ 6,154,791	$ 6,277,887	$ 6,403,445	$ 6,531,514	$ 6,662,144	$ 6,795,387	$ 6,931,295	$ 7,069,921	$ 7,211,319	$ 7,355,545	$ 7,502,656	$ 7,652,709	$ 7,805,764	$ 7,961,879	$ 8,121,116	$ 8,283,539
Laundry/Ancillary Income	2%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Income		**$ 6,154,791**	**$ 6,277,887**	**$ 6,403,445**	**$ 6,531,514**	**$ 6,662,144**	**$ 6,795,387**	**$ 6,931,295**	**$ 7,069,921**	**$ 7,211,319**	**$ 7,355,545**	**$ 7,502,656**	**$ 7,652,709**	**$ 7,805,764**	**$ 7,961,879**	**$ 8,121,116**	**$ 8,283,539**
EXPENSES																	
Maintenance/Operating	3%	$ 1,987,842	$ 2,047,478	$ 2,108,902	$ 2,172,169	$ 2,237,334	$ 2,304,454	$ 2,373,588	$ 2,444,795	$ 2,518,139	$ 2,593,683	$ 2,671,494	$ 2,751,639	$ 2,834,188	$ 2,919,214	$ 3,006,790	$ 3,096,994
Management Fee	2%	$ 391,891	$ 399,729	$ 407,723	$ 415,878	$ 424,195	$ 432,679	$ 441,333	$ 450,159	$ 459,163	$ 468,346	$ 477,713	$ 487,267	$ 497,012	$ 506,953	$ 517,092	$ 527,433
Utilities	3%	$ 493,271	$ 508,069	$ 523,311	$ 539,010	$ 555,181	$ 571,836	$ 588,991	$ 606,661	$ 624,861	$ 643,606	$ 662,915	$ 682,802	$ 703,286	$ 724,385	$ 746,116	$ 768,500
Replacement Reserve	3%	$ 121,504	$ 125,149	$ 128,903	$ 132,771	$ 136,754	$ 140,856	$ 145,082	$ 149,434	$ 153,918	$ 158,535	$ 163,291	$ 168,190	$ 173,236	$ 178,433	$ 183,786	$ 189,299
Office/Other Administrative	3%	$ 64,452	$ 66,385	$ 68,377	$ 70,428	$ 72,541	$ 74,717	$ 76,959	$ 79,268	$ 81,646	$ 84,095	$ 86,618	$ 89,216	$ 91,893	$ 94,650	$ 97,489	$ 100,414
Tenant Participation Activities	3%	$ 10,742	$ 11,064	$ 11,396	$ 11,738	$ 12,090	$ 12,453	$ 12,826	$ 13,211	$ 13,608	$ 14,016	$ 14,436	$ 14,869	$ 15,315	$ 15,775	$ 16,248	$ 16,736
Total Expenses		**$ 3,069,702**	**$ 3,157,874**	**$ 3,248,613**	**$ 3,341,994**	**$ 3,438,095**	**$ 3,536,996**	**$ 3,638,779**	**$ 3,743,529**	**$ 3,851,333**	**$ 3,962,281**	**$ 4,076,466**	**$ 4,193,983**	**$ 4,314,930**	**$ 4,439,408**	**$ 4,567,521**	**$ 4,699,375**
NOI		**$ 3,085,090**	**$ 3,120,013**	**$ 3,154,832**	**$ 3,189,520**	**$ 3,224,049**	**$ 3,258,391**	**$ 3,292,516**	**$ 3,326,392**	**$ 3,359,986**	**$ 3,393,264**	**$ 3,426,190**	**$ 3,458,726**	**$ 3,490,833**	**$ 3,522,471**	**$ 3,553,596**	**$ 3,584,163**
1st Mortgage Debt Service		$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432	$ 1,726,432							
Surtax & HOME Debt Service																	
Acquisition Loan Debt Service																	
Net Cash Flow After Debt Service		**$ 1,358,657**	**$ 1,393,581**	**$ 1,428,400**	**$ 1,463,088**	**$ 1,497,617**	**$ 1,531,959**	**$ 1,566,083**	**$ 1,599,959**	**$ 1,633,553**	**$ 3,393,264**	**$ 3,426,190**	**$ 3,458,726**	**$ 3,490,833**	**$ 3,522,471**	**$ 3,553,596**	**$ 3,584,163**
Deferred Developer Fee																	
Ground Lease Payment		$ 16,528	$ 17,024	$ 17,535	$ 18,061	$ 18,603	$ 19,161	$ 19,736	$ 20,328	$ 20,938	$ 21,566	$ 22,213	$ 22,879	$ 23,566	$ 24,273	$ 25,001	$ 25,751
Net Cash Flow		**$ 1,342,129**	**$ 1,376,557**	**$ 1,410,865**	**$ 1,445,026**	**$ 1,479,014**	**$ 1,512,798**	**$ 1,546,348**	**$ 1,579,631**	**$ 1,612,616**	**$ 3,371,698**	**$ 3,403,977**	**$ 3,435,847**	**$ 3,467,268**	**$ 3,498,198**	**$ 3,528,595**	**$ 3,558,413**
PHCD Net Cash Flow Distribution	30%	**$ 402,639**	**$ 412,967**	**$ 423,259**	**$ 433,508**	**$ 443,704**	**$ 453,839**	**$ 463,904**	**$ 473,889**	**$ 483,785**	**$ 1,011,509**	**$ 1,021,193**	**$ 1,030,754**	**$ 1,040,180**	**$ 1,049,460**	**$ 1,058,579**	**$ 1,067,524**
DBC Procida Net Cash Flow Distribution	70%	**$ 939,490**	**$ 963,590**	**$ 987,605**	**$ 1,011,519**	**$ 1,035,310**	**$ 1,058,958**	**$ 1,082,443**	**$ 1,105,742**	**$ 1,128,831**	**$ 2,360,189**	**$ 2,382,784**	**$ 2,405,093**	**$ 2,427,087**	**$ 2,448,739**	**$ 2,470,017**	**$ 2,490,889**
Net Cash Flow in 15 years																	
Deferred Developer Fee as Perm Source																	
PHCD Deferred Developer Fee	30%	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
DBC Procida Deferred Developer Fee	70%	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
1st Mortg. DCR																	
Total DCR																	

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	increases	Year 48	Year 49	Year 50	Year 51	Year 52	Year 53	Year 54	Year 55	Year 56	Year 57	Year 58	Year 59	Year 60	Year 61	Year 62	Year 63
EFFECTIVE INCOMES																	
Residential Income & Subsidy	2%	$ 8,449,209	$ 8,618,194	$ 8,790,558	$ 8,966,369	$ 9,145,696	$ 9,328,610	$ 9,515,182	$ 9,705,486	$ 9,899,596	$ 10,097,587	$ 10,299,539	$ 10,505,530	$ 10,715,641	$ 10,929,953	$ 11,148,552	$ 11,371,524
Laundry/Ancillary Income	2%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Income		**$ 8,449,209**	**$ 8,618,194**	**$ 8,790,558**	**$ 8,966,369**	**$ 9,145,696**	**$ 9,328,610**	**$ 9,515,182**	**$ 9,705,486**	**$ 9,899,596**	**$ 10,097,587**	**$ 10,299,539**	**$ 10,505,530**	**$ 10,715,641**	**$ 10,929,953**	**$ 11,148,552**	**$ 11,371,524**
EXPENSES																	
Maintenance/Operating	3%	$ 3,189,903	$ 3,285,601	$ 3,384,169	$ 3,485,694	$ 3,590,264	$ 3,697,972	$ 3,808,912	$ 3,923,179	$ 4,040,874	$ 4,162,100	$ 4,286,964	$ 4,415,572	$ 4,548,040	$ 4,684,481	$ 4,825,015	$ 4,969,766
Management Fee	2%	$ 537,982	$ 548,742	$ 559,717	$ 570,911	$ 582,329	$ 593,976	$ 605,855	$ 617,972	$ 630,332	$ 642,938	$ 655,797	$ 668,913	$ 682,291	$ 695,937	$ 709,856	$ 724,053
Utilities	3%	$ 791,555	$ 815,301	$ 839,760	$ 864,953	$ 890,902	$ 917,629	$ 945,158	$ 973,512	$ 1,002,718	$ 1,032,799	$ 1,063,783	$ 1,095,697	$ 1,128,568	$ 1,162,425	$ 1,197,297	$ 1,233,216
Replacement Reserve	3%	$ 194,978	$ 200,827	$ 206,852	$ 213,058	$ 219,450	$ 226,033	$ 232,814	$ 239,798	$ 246,992	$ 254,402	$ 262,034	$ 269,895	$ 277,992	$ 286,332	$ 294,922	$ 303,770
Office/Other Administrative	3%	$ 103,426	$ 106,529	$ 109,725	$ 113,017	$ 116,407	$ 119,899	$ 123,496	$ 127,201	$ 131,017	$ 134,948	$ 138,996	$ 143,166	$ 147,461	$ 151,885	$ 156,441	$ 161,135
Tenant Participation Activities	3%	$ 17,238	$ 17,755	$ 18,287	$ 18,836	$ 19,401	$ 19,983	$ 20,583	$ 21,200	$ 21,836	$ 22,491	$ 23,166	$ 23,861	$ 24,577	$ 25,314	$ 26,074	$ 26,856
Total Expenses		**$ 4,835,082**	**$ 4,974,755**	**$ 5,118,510**	**$ 5,266,468**	**$ 5,418,753**	**$ 5,575,492**	**$ 5,736,817**	**$ 5,902,863**	**$ 6,073,770**	**$ 6,249,679**	**$ 6,430,740**	**$ 6,617,105**	**$ 6,808,929**	**$ 7,006,374**	**$ 7,209,605**	**$ 7,418,795**
NOI		**$ 3,614,127**	**$ 3,643,439**	**$ 3,672,048**	**$ 3,699,901**	**$ 3,726,943**	**$ 3,753,118**	**$ 3,778,365**	**$ 3,802,622**	**$ 3,825,826**	**$ 3,847,908**	**$ 3,868,799**	**$ 3,888,425**	**$ 3,906,712**	**$ 3,923,580**	**$ 3,938,947**	**$ 3,952,729**
1st Mortgage Debt Service																	
Surtax & HOME Debt Service																	
Acquisition Loan Debt Service																	
Net Cash Flow After Debt Service		**$ 3,614,127**	**$ 3,643,439**	**$ 3,672,048**	**$ 3,699,901**	**$ 3,726,943**	**$ 3,753,118**	**$ 3,778,365**	**$ 3,802,622**	**$ 3,825,826**	**$ 3,847,908**	**$ 3,868,799**	**$ 3,888,425**	**$ 3,906,712**	**$ 3,923,580**	**$ 3,938,947**	**$ 3,952,729**
Deferred Developer Fee																	
Ground Lease Payment		$ 26,523	$ 27,319	$ 28,139	$ 28,983	$ 29,852	$ 30,748	$ 31,670	$ 32,620	$ 33,599	$ 34,607	$ 35,645	$ 36,715	$ 37,816	$ 38,950	$ 40,119	$ 41,323
Net Cash Flow		**$ 3,587,604**	**$ 3,616,120**	**$ 3,643,909**	**$ 3,670,918**	**$ 3,697,091**	**$ 3,722,370**	**$ 3,746,694**	**$ 3,770,002**	**$ 3,792,227**	**$ 3,813,301**	**$ 3,833,154**	**$ 3,851,711**	**$ 3,868,896**	**$ 3,884,629**	**$ 3,898,828**	**$ 3,911,406**
PHCD Net Cash Flow Distribution	30%	**$ 1,076,281**	**$ 1,084,836**	**$ 1,093,173**	**$ 1,101,275**	**$ 1,109,127**	**$ 1,116,711**	**$ 1,124,008**	**$ 1,131,001**	**$ 1,137,668**	**$ 1,143,990**	**$ 1,149,946**	**$ 1,155,513**	**$ 1,160,669**	**$ 1,165,389**	**$ 1,169,648**	**$ 1,173,422**
DBC Procida Net Cash Flow Distribution	70%	**$ 2,511,323**	**$ 2,531,284**	**$ 2,550,736**	**$ 2,569,642**	**$ 2,587,963**	**$ 2,605,659**	**$ 2,622,686**	**$ 2,639,001**	**$ 2,654,559**	**$ 2,669,311**	**$ 2,683,208**	**$ 2,696,198**	**$ 2,708,227**	**$ 2,719,241**	**$ 2,729,180**	**$ 2,737,984**
Net Cash Flow in 15 years																	
Deferred Developer Fee as Perm Source																	
PHCD Deferred Developer Fee	30%	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
DBC Procida Deferred Developer Fee	70%	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
1st Mortg. DCR																	
Total DCR																	

Homestead Gardens I - Bldgs. A, B, E & F
Units: 162

	increases	Year 64	Year 65	Year 66	Year 67	Year 68	Year 69	Year 70	Year 71	Year 72	Year 73	Year 74	Year 75
EFFECTIVE INCOMES													
Residential Income & Subsidy	2%	$ 11,598,954	$ 11,830,933	$ 12,067,552	$ 12,308,903	$ 12,555,081	$ 12,806,182	$ 13,062,306	$ 13,323,552	$ 13,590,023	$ 13,861,824	$ 14,139,060	$ 14,421,841
Laundry/Ancillary Income	2%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Income		**$ 11,598,954**	**$ 11,830,933**	**$ 12,067,552**	**$ 12,308,903**	**$ 12,555,081**	**$ 12,806,182**	**$ 13,062,306**	**$ 13,323,552**	**$ 13,590,023**	**$ 13,861,824**	**$ 14,139,060**	**$ 14,421,841**
EXPENSES													
Maintenance/Operating	3%	$ 5,118,859	$ 5,272,424	$ 5,430,597	$ 5,593,515	$ 5,761,320	$ 5,934,160	$ 6,112,185	$ 6,295,550	$ 6,484,417	$ 6,678,949	$ 6,879,318	$ 7,085,697
Management Fee	2%	$ 738,534	$ 753,305	$ 768,371	$ 783,738	$ 799,413	$ 815,401	$ 831,709	$ 848,344	$ 865,310	$ 882,617	$ 900,269	$ 918,274
Utilities	3%	$ 1,270,213	$ 1,308,319	$ 1,347,569	$ 1,387,996	$ 1,429,636	$ 1,472,525	$ 1,516,701	$ 1,562,202	$ 1,609,068	$ 1,657,340	$ 1,707,060	$ 1,758,272
Replacement Reserve	3%	$ 312,883	$ 322,269	$ 331,937	$ 341,895	$ 352,152	$ 362,717	$ 373,598	$ 384,806	$ 396,350	$ 408,241	$ 420,488	$ 433,103
Office/Other Administrative	3%	$ 165,969	$ 170,948	$ 176,076	$ 181,358	$ 186,799	$ 192,403	$ 198,175	$ 204,120	$ 210,244	$ 216,551	$ 223,048	$ 229,739
Tenant Participation Activities	3%	$ 27,661	$ 28,491	$ 29,346	$ 30,226	$ 31,133	$ 32,067	$ 33,029	$ 34,020	$ 35,041	$ 36,092	$ 37,175	$ 38,290
Total Expenses		**$ 7,634,118**	**$ 7,855,756**	**$ 8,083,896**	**$ 8,318,729**	**$ 8,560,454**	**$ 8,809,273**	**$ 9,065,397**	**$ 9,329,042**	**$ 9,600,430**	**$ 9,879,790**	**$ 10,167,357**	**$ 10,463,375**
NOI		**$ 3,964,836**	**$ 3,975,177**	**$ 3,983,656**	**$ 3,990,173**	**$ 3,994,627**	**$ 3,996,909**	**$ 3,996,909**	**$ 3,994,510**	**$ 3,989,593**	**$ 3,982,034**	**$ 3,971,703**	**$ 3,958,466**
1st Mortgage Debt Service													
Surtax & HOME Debt Service													
Acquisition Loan Debt Service													
Net Cash Flow After Debt Service		**$ 3,964,836**	**$ 3,975,177**	**$ 3,983,656**	**$ 3,990,173**	**$ 3,994,627**	**$ 3,996,909**	**$ 3,996,909**	**$ 3,994,510**	**$ 3,989,593**	**$ 3,982,034**	**$ 3,971,703**	**$ 3,958,466**
Deferred Developer Fee													
Ground Lease Payment		$ 42,562	$ 43,839	$ 45,154	$ 46,509	$ 47,904	$ 49,341	$ 50,821	$ 52,346	$ 53,917	$ 55,534	$ 57,200	$ 58,916
Net Cash Flow		**$ 3,922,274**	**$ 3,931,338**	**$ 3,938,501**	**$ 3,943,665**	**$ 3,946,723**	**$ 3,947,568**	**$ 3,946,087**	**$ 3,942,164**	**$ 3,935,677**	**$ 3,926,500**	**$ 3,914,503**	**$ 3,899,550**
PHCD Net Cash Flow Distribution	30%	**$ 1,176,682**	**$ 1,179,401**	**$ 1,181,550**	**$ 1,183,099**	**$ 1,184,017**	**$ 1,184,270**	**$ 1,183,826**	**$ 1,182,649**	**$ 1,180,703**	**$ 1,177,950**	**$ 1,174,351**	**$ 1,169,865**
DBC Procida Net Cash Flow Distribution	70%	**$ 2,745,591**	**$ 2,751,936**	**$ 2,756,951**	**$ 2,760,565**	**$ 2,762,706**	**$ 2,763,298**	**$ 2,762,261**	**$ 2,759,515**	**$ 2,754,974**	**$ 2,748,550**	**$ 2,740,152**	**$ 2,729,685**
Net Cash Flow in 15 years													
Deferred Developer Fee as Perm Source													
PHCD Deferred Developer Fee	30%	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
DBC Procida Deferred Developer Fee	70%	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
1st Mortg. DCR													
Total DCR													

Exhibit E

Development Schedule

Phase 1

Predevelopment

Construction Documents	Q1 2023
Secure Financing Commitments	Q1 2023
HUD RAD Conversion Commitment	Q2 2023
Building Permit	Q2 2023
Closing	Q2/ Q3 2023

Construction

25% Completion	Q1 2024
50% Completion	Q2 2024
75% Completion	Q3 2024
95% Completion	Q4 2024
Temporary Certificate of Occupancy	Q4 2024

Phase 2

Predevelopment

Construction Documents	Q4 2023
Secure Financing Commitments	Q2 2024
HUD RAD Conversion Commitment	Q3 2024
Building Permit	Q3 2024
Closing	Q4 2024

Construction

25% Completion	Q1 2025
50% Completion	Q2 2025
75% Completion	Q3 2025
95% Completion	Q4 2025
Temporary Certificate of Occupancy	Q4 2025

Exhibit F

Unit Mix

Phase 1				
	1-BR	**2-BR**	**3-BR**	**Total**
RAD Units (30% AMI)	0	41	40	81
Affordable (60% - 80% AMI)	34	28	19	81
Total	34	69	59	**162**

Phase 2				
	1-BR	**2-BR**	**3-BR**	**Total**
RAD Units (30% AMI)	0	22	22	44
Affordable (60% - 80% AMI)	18	16	10	44
Total	18	38	32	**88**

Exhibit G

Summary of Key Development Team Members

Mario Procida
President/CEO, Procida Development Group
Throughout his extensive real estate career, Mario Procida has worked on a wide variety of commercial, residential, retail, and institutional projects – directing his broad experience and unwavering commitment to clients to the creation of value through a combination of reliable, efficient design and quality construction. As President/CEO of Procida Construction Corp. Manager of various Procida entities, Mr. Procida is responsible for setting the direction and providing operations oversight for the Procida group of companies.

Early in his professional career, Mr. Procida focused on the development and construction of affordable housing developments, initially in the Bronx and subsequently in Brooklyn and Upper Manhattan, as affordable housing was a serious need that had gone long unmet in New York. By creating several thousand residential units, Procida emerged as a major player in the rebuilding of the borough.Mr. Procida received a Masters of Architecture degree from the University of California at Los Angeles and Bachelors of Science and Bachelors of Arts degrees in Civil Engineering and Architecture from Lehigh University. While at the University of California, he was awarded both Robert McGuire and Thomas Landau Fellowships for Academic and Design Excellence and, at Lehigh, he was a recipient of the Spillman Farmer Architectural Award. In 1990, Mr. Procida was acknowledged by Crain's New York Business as a member of their "40 under 40." In subsequent years he and his companies' projects have garnered recognition from organizations including the Associated Builders and Owners of Greater New York, Bronx Historical Society, National Association of Homebuilders, and Governor's Housing Awards. In 1995, Mr. Procida was awarded the prestigious Developer of the Year Award from the Associated Builders and Owners of Greater New York.

Mr. Procida is a former trustee of Greenwich Academy as well as a former Director of the Associated Builders and Owners of Greater New York, Young Presidents Organization, and Bergen Catholic High School.

Brian Heeger
Managing Director, Duvernay + Brooks
Mr. Heeger has more than 20 years of experience providing public agencies, non-profits and private developers with real estate finance and development advisory services, and as a developer of affordable, mixed income and mixed-use properties, specializing in the redevelopment of public housing. Mr. Heeger has advised on developing more than 60 projects with over 7,500 units, totaling over $1.1 billion in development costs, and is currently the D+B project manager for several projects for which D+B is co-developer, such as Northside (Yates) Village, a 300-unit mixed income redevelopment in Schenectady, NY in partnership with Pennrose and the Schenectady Municipal Housing Authority, Yonkers RAD Preservation, an 853-unit preservation project in Yonkers, NY in partnership with L+M Development Partners and the Municipal Housing Authority of Yonkers, and Heritage Landing, a 362-unit mixed income new construction development in Memphis, TN, in partnership with Pennrose and the Memphis Housing Authority.

Prior to joining D+B, Mr. Heeger worked for a consulting firm providing advisory services to public housing authorities and housing finance agencies, as well as for the New York State

Housing Finance Agency. He has an undergraduate degree from George Washington University and an MPA in Real Estate and Urban Policy from Columbia University.

Joseph Chambers
Principal, Calston Advisors
Joe Chambers brings many years of Florida affordable housing experience to our Team. Based in Orlando, Mr. Chambers is a lifelong Florida resident and has served as lead project manager in the development of more than 1,400 affordable housing units in Florida and the Southeast that have been completed or under construction. Mr. Chambers has extensive experience securing 9% LIHTC and other funding in Florida, North Carolina, Alabama, and Virginia, including five 9% allocations for housing authority and other developments in the past three years. Mr. Chambers was previously Vice President for The Michaels Development Company, where he was responsible for the development of affordable and mixed-finance projects in Alabama, Florida, Mississippi, and Texas, including serving as project manager for Sarasota Housing Authority's Janie Poe (Janie's Garden) redevelopment. At Picerne Development he worked with Mr. Aguirre in the development of over 800 units, including four mixed-finance developments with Daytona Beach Housing Authority and the Winter Haven Housing Authority. Mr. Chambers is a graduate of The University of Central Florida.

Peter Procida
Manager, Procida Development Group
Peter Procida is a Manager of Procida Development Group LLC projects. In his time with the company, Mr. Procida has led two successful rezoning efforts, led two sites through the New York State Brownfield Clean Up Program and closed on construction financing for over 900 units of affordable housing in New York City in transactions totaling over $500M in total development costs. Mr. Procida graduated from Harvard College with a Bachelor of Arts Degree in Sociology and Economics and from Duke University's Fuqua School of Business with a Masters in Management.

Benji Power
Director, Real Estate Development & Social Impact, Procida Development Group
Benji is based in his hometown of Miami, Florida and is a trained urban planner and impact-focused real estate development professional. His eighteen years of experience have focused on urban redevelopment projects and public policy efforts in Miami, Philadelphia, Boston, and Cartagena, Colombia. He has been deeply involved in urban redevelopment efforts in Miami through roles working with urban planning firms, the City of Miami's Downtown Development Authority, the non-profit NeighborWorks affiliate in Miami - NHS of South Florida, a design-build focused construction and fabrication firm, and as a consultant on innovative public policy, real estate and community development work in Miami.

Prior to joining Procida Development Group, Benji was leading Miami-Dade County Public Housing's redevelopment of its public housing through HUD's RAD conversion projects, managing the County's relationship with real estate development firms, leading a project management team, and facilitating communication between residents, stakeholders and elected officials. His academic and research experience is from the University of Pennsylvania and Massachusetts Institute of Technology, with a Bachelors degree in Urban Studies and a Master in City Planning and Master of Science in Real Estate Development.

Bob Heinemann
CFO, Procida Development Group

As Chief Financial Officer of Procida Construction Corp., Mr. Heinemann is responsible for the company's financial reporting, tax, treasury and accounting functions. Mr. Heinemann joined the company in March 2010 and brings with him 30 years of hands on financial management and operating experience. Prior to joining Procida he worked at Grand Pacific Holdings Corp., a subsidiary of Financial One, a publicly traded financial institution listed on the Singapore Exchange, responsible for that company's $300 million New York operating subsidiary. Mr. Heinemann is quite familiar with Procida, as the company was not only a borrower of Grand Pacific, but also assisted with real estate loan work outs as well as REO project consultation and completion.

Mr. Heinemann holds both an MBA in Finance together with a Bachelor in Accounting from St. John's University. He is currently a director and active member of the Rotary Club of Flushing as well as a trustee for the Flushing Rotary Charitable Trust. His community activities include director of the Garden City Park Generals Soccer Club, a community youth soccer organization and serves as their Annual Golf Committee chairman. He is a member of the Long Island Dreamboats, a vintage car club on Long Island and is president of the SBJL Holy Name Society Bowling League.

Annette Gonzalez
Director of Compliance, Procida Development Group
Annette has over 20 years of experience with Procida. As Director of Compliance, Annette & her team design and develop compliance programs, review company policies, and practices to ensure that Procida Companies with federal, state, and local regulatory requirements and advise management on possible risks. Manage the monitoring of business activities for compliance with applicable rules and regulations. Track relevant laws and regulations and update operating manuals and procedural documents when regulations change.

Sarah Williams
General Counsel, Procida Development Group
In her role as General Counsel / Project Manager, Sarah Williams has been involved with all aspects of the development and construction process. She has worked as in-house liaison for development and construction loan financing, assisted in contract negotiations with vendors, sales and marketing firms, over seen property closings, monitored the Company's compliance and due diligence requirements for multiple lenders and government agencies.

Sarah received her Undergraduate and Law degrees from the University of Miami, as well as an LL.M. in Real Estate Development. Sarah also received her Graduate Certificate in Real Estate from New York University. Prior to joining Procida, Sarah served as Vice President of Operations for the Corcoran Group Brooklyn and managed sales and marketing projects for Corcoran. She then went on to work as the Director of Business Development and General Counsel for SDS/Procida Development Group, a real estate development company that has developed over 500 condominium units within the New York City area.

Exhibit H

Management Agreement Form

The Developer will create a Management Agreement, which and Developer and County will mutually agree on within one hundred eighty (180) days after the Effective Date, and will then be incorporated hereto as Exhibit H.

Exhibit I

HUD UFAS Accessibility Checklist

UNIFORM HOUSING AND COMMUNITY DEVELOPMENT
(UFAS CERTIFICATION FORM)

This certification is provided to Public Housing and Community Development (PHCD), the department responsible for administering the Voluntary Compliance Agreement (VCA) between Miami-Dade County and United States Housing and Urban Development (USHUD).

_____ ***(Insert consulting company name)*** is a consulting firm with expertise in accessibility which has been retained by _____ ***(Insert Owner's name)*** to certify the residential units, site, common areas, etc. of development indicated below, are in full compliance with the Uniform Federal Accessibility Act Standards (UFAS).

This CERTIFICATION is rendered upon detailed review of UFAS requirements, design and construction documents. Accessibility inspections of work in place have been conducted and a final certification compliance inspection, in accordance with the requirements of Uniform Federal Accessibility Act Standards (UFAS), PIH Notice 2003-31 (HA) and where applicable the American Disabilities Act Accessible Guidelines, FBC, and FHA, has also been completed.

1. Development Name & Florida Number:_____
2. Development Address: _____
3. Unit(s) Certified _____

Certification Code	Description of area certified:	Certification Code	Description of area certified:
	Unit interior		Dumpster and Trash Chutes
	Parking area and Sitework		Dining Room
	Path of travel to unit and non-housing program(s)		Mailboxes
	Laundry Room		Elevators
	Manager's Offices		Public Restrooms
	Community Center		Maintenance Shop
			Other if applicable (describe)

Certification Legend:

1. Certified for UFAS requirements.
2. UFAS requirements **NOT Certified (Pending)**
3. Not Applicable.
4. Waiver for structural impracticability as per UFAS 4.1.6 Accessible Buildings: Alterations, Item (3) and VCA Agreement, page 7 of 32, II Definitions, Structural Impracticability.
5. Waiver for undue financial and administrative burden as per UFAS 4.1.6 Accessible Buildings: Alterations, Item (3) (d) and VCA Agreement, page 7 of 32, II Definitions, UFAS-Accessible Unit.

Submitted by:

Print Name Signature Date

Facility Name _____ Date(s) of Review_____

Address_____ Unit/Apartment Number_____ Telephone Number_____ TDD/TTY Number_____

Name of Reviewer(s)

_____

_____

• U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT • OFFICE OF FAIR HOUSING & EQUAL OPPORTUNITY • UFAS ACCESSIBILITY CHECKLIST •

NOTE:
(1) This checklist is to be used in conjunction with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R § 40, Appendix A.
(2) This checklist is intended for accessibility reviews of properties owned, operated and/or managed by recipients of Federal financial assistance. See *Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794; 24 C.F.R. Part 8. However, the properties may also be subject to the Fair Housing Act (42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100); and/or the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.)*
(3) This checklist is not all-inclusive. Please make additions, as necessary, depending on elements reviewed at each site. Reviewer is responsible for verification of each UFAS citation; all UFAS cites [including scoping requirements] for a particular element may not be referenced on this checklist.

Required Equipment: Tape Measure; Smart Level; Door Pressure Gauge; Camera

Exterior/Common Areas:
Accessible Parking (pgs. 2-3)
Accessible Route (pgs. 4-5)
Ramps (pgs. 6-7)
Stairs (pgs. 8-9)
Signage (pg. 10)
Doors (pgs. 11-12)
Public Offices, Rec/Community Rm., Etc. (pg. 13-18)
Public Restrooms (pgs. 19-25)
Elevators/Platform Lift (pgs. 26-31)
Routes (pg. 56)
Drinking Fountains (pgs. 32-33)
Misc: Telephones/Alarms (TDD/TTY) (pgs. 34-35)

Dwelling Unit:
Accessible Parking (pgs. 36-37)
Accessible Route (pgs. 38-39)
Dwelling Unit/Interior Route (pgs. 40-52)
- Bathroom (43-47)
- Kitchen (47-52)

Dwelling Unit Common Spaces/Facilities
- Mailboxes (pg. 53)
- Laundry Facilities (pg. 54-55)
- Dumpsters/Picnic Area and Accessible

Facility Name_____ **Date(s) of Review**_____
Address_____ **Suite/Office Number**_____
Telephone Number_____ **TDD/TTY**
Name of Reviewer(s)_____

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE PARKING:			
	NOTE: Upon arrival at the housing development, take a picture of the sign on the office building for identity purposes.			
	Accessible Parking Location:			
4.6.1; 4.1.1(5)(d)	Count **total number** of spaces; How many parking spaces are **designated accessible** parking spaces; How many parking spaces are **designated Van-accessible;** [Note: The ADA Accessibility Standards "ADA Standards" require that one (1) in every eight (8) designated accessible parking spaces is designated as "van accessible."]	_____ _____ _____ _____ _____ _____ _____		
4.6.2; 4.6.3; Fig. 9	Designated accessible parking spaces should be located closest to the nearest accessible entrance, on an accessible route;			
4.6; Fig. 9;	Parking space should be at least 96" wide; Access aisle should be adjacent to parking space and at least 60" wide (note: two designated accessible parking spaces may share a common access aisle); Exception: the **access aisle for a designated van parking space should be at least 96" wide** and should be designated with a sign stating that it is "van accessible,"	_____ _____ _____ _____		
4.6.3;	Slope and cross-slope of parking space & access aisle shall be level with surface slopes not exceeding 2% in all directions;			
4.6.4; 4.30.5;	Signage: Parking spaces designated as	_____		

Attachment A

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE PARKING:			
4.1.1(7);	reserved for persons with disabilities shall be identified by signage depicting the International Symbol of Accessibility; Signage shall be mounted at a height not obscured by a parked vehicle;	_____ _____		
4.7.4; 4.5.1; 4.3.6;	Surface is firm, stable and slip-resistant;			
4.7.2; 4.8.2; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	Curb Ramps: Slope does not exceed 8.33%; At least 36" wide, excluding flared sides; Surface is firm, stable and slip-resistant; If no handrails, flared sides have a slope no greater than 10%;	_____ _____ _____ _____		

Facility Name_____ **Date(s) of Review**_____
Address_____ **Suite/Office Number**_____
Telephone_____ **TDD/TTY Number**_____
Name of Reviewer(s)_____

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
	Accessible Route Location:			
4.3.3; Fig. 7; 4.3.4;	**Minimum clear width** shall be 36" (except at doors); **Passing Space:** If accessible route is less than 60" clear width, then passing spaces at least 60" x 60" shall be located at reasonable intervals not to exceed every 200 feet;			
4.5.1; 4.3.8; 4.5.2;	**Surface**: firm, stable and slip-resistant; Changes in level between ¼" – ½" shall be beveled; Changes in level greater than ½" shall be accomplished by means of a ramp;			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	**Protruding Objects**: Objects protruding from walls with their leading edges between 27"-80" above the finished floor (AFF) shall protrude no more than 4" into walks, halls, corridors, passageways or aisles (Fig. 8(a)); Objects mounted with their leading edges at or below 27" AFF may protrude any amount; Head Room: Walks, halls, corridors, passageways, aisles or other circulation spaces shall have 80" minimum clear head room;			
4.3.7; *See 4.8*	**Slope of route** may not exceed 5%; if slope is greater than 5%; it is a "ramp"			
4.3.7;	**Cross-slope** of route may not exceed 2%;			
4.5.4; Fig. 8(g); Fig. 8(h);	**Grates** set in the direction of the route should be no greater than ½" wide; If gratings have elongated openings, then they shall be placed so that the long dimension is perpendicular to the dominant direction of travel;			

Attachment A

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
4.3.2(1);	At least one accessible route, *within* the boundary of the site, shall be provided from public transportation stops, parking, street and/or sidewalks to the accessible building entrance they serve;			
4.7.2; 4.8.2; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	**Curb Ramps**: Slope does not exceed 8.33%; At least 36" wide, excluding flared sides; Surface is firm, stable and slip-resistant; If no handrails, flared sides have a slope no greater than 10%;	_____ _____ _____ _____		

Attachment A

Facility Name_____ **Date(s) of Review**_____
Address_____ **Suite/Office Number**_____
Telephone_____ **TDD/TTY Number**_____
Name of Reviewer(s)_____

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	RAMPS:			
	Ramp Location:			
4.8.3; 4.8.2;	Ramp is at least 36" wide and rises no more than 30";			
4.8.2;	Slope of ramp is no greater than 8.33%;			
4.8.6;	Cross-slope of ramp [slope of ramp that is perpendicular to the direction of travel] is no greater than 2%;			
4.5.1;	Ramp surface is firm, stable and slip-resistant;			
4.8.4;	Landing at top and bottom of ramp: Should be level and at least as wide as ramp and a minimum of 60" in length; Level landings should also occur at each turn (switchback) of the ramp; If ramps change direction at landings, the minimum landing size shall be 60" x 60"			
4.8.5; 4.8.7; Fig. 17	If ramp rise is greater than 6" or has a horizontal projection greater than 72", then handrails are required on both sides; Ramps and landings with drop-offs shall have curbs, walls, railings or projecting surfaces that prevent people from slipping off the ramp; Curbs shall be a minimum of 2" high;			
4.8.8;	Ramp should not be designed so that water will accumulate on walking surface;			
4.26.2; 4.8.5; 4.8.5(5); 4.8.5(7);	**Handrails:** Diameter of gripping surface is between 1 ¼" to 1 ½"; Clear space between the handrail and the wall shall be			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	RAMPS:			
	1 ½"; **If handrails are not continuous**, they shall extend at least 12" beyond the top and bottom of the ramp segment and, ends of handrails shall be either rounded or returned smoothly to the floor, wall or post; Top of handrail gripping surface shall be mounted between 30" and 34" above the ramp surfaces; Handrails shall be solidly anchored with fittings that do not rotate;	_____ _____ _____ _____ _____ _____ _____ _____		

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Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	STAIRS:			
	Stairs Location:			
4.9.2; Fig. 18(a)	**Treads & Risers:** On any given flight of stairs, all steps shall have uniform riser heights and uniform tread widths; Stair Treads: shall be no less than 11" wide, measured from riser to riser; Open risers are not permitted on accessible routes;	_____ _____ _____ _____		
4.9.3; Fig. 18	**Nosings:** The undersides of nosings shall not be abrupt; Nosings shall project no more than 1 ½" (Fig. 18)	_____		
4.9.6;	**Stairs** – Outdoor Conditions: Outdoor stairs and their approaches shall be designed so that water will not accumulate on walking surfaces;			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	STAIRS:			
See 4.26; 4.9.4; 4.9.4(1); Fig. 19(a) and 19(b); 4.9.4(2); Fig. 19€; and (d); *See* 4.4 4.9.4(3); 4.9.4(4); 4.9.4(5); 4.9.4(6); 4.9.4(7);	**Handrails:** Stairways shall have handrails **at both sides of all stairs;** Handrails shall have the following features: (4) Handrails shall be continuous along both sides of stairs; the inside handrail on switchback or dogleg stairs shall always be continuous (Fig. 19(a) and (b)); (2) **If handrails are not continuous,** they shall extend at least 12" beyond the top riser and at least 12" plus the width of one tread beyond the bottom riser. At the top, the extension shall be parallel with the floor or ground surface. At the bottom, the handrail shall continue to slope for a distance of the width of one tread from the bottom riser; the remainder of the extension shall be horizontal; (3) Clear space between the handrails and wall shall be 1 ½"; (4) Gripping surfaces shall be uninterrupted by newel posts, other construction elements or obstructions; (5) Top of handrail gripping surface shall be mounted between 30" – 34" above stair nosings; (6) Ends of handrails shall be either rounded or returned smoothly to floor, wall or post; (7) Handrails shall not rotate within their fittings;			

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Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	SIGNAGE:			
	Signage Location:			
4.1.2(15); 4.30.4; 4.30.3; 4.30.6;	***Signage*** *designating permanent rooms and spaces [including entrances/exits, elevators, restrooms and room numbers] must:* (4) have raised characters and pictorial system signs; (2) characters and background of signs shall be eggshell, matte or other non-glare finish; characters and symbols shall contrast with their backgrounds; (3) mounting location: signage must be mounted between 54"-66" above the finished floor (AFF) to the centerline of the sign; mounted on the wall adjacent to the latch side of the door;	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____		
4.1.1(7); 4.30;	• Elements & spaces of accessible facilities which shall be identified by the International Symbol of Accessibility are: (1) Parking spaces designed as reserved for disabled persons; (2) Passenger loading zones; (3) Accessible entrances; and (4) Accessible toilet and bathing facilities;			

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Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DOORS:			
	Door Location:			
4.13.2;	Accessible doors are standard single or double-leaf hinged doors, not revolving doors or turnstiles;			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DOORS:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25€; Fig. 25(d); Fig. 25€; Fig. 25(f);	**Maneuvering Space at Door** varies depending on the type of door and how one approaches it for entry **(See Fig. 25);** For most swinging doors **For Front Approach;** on the **pull side,** 18" is needed **to the latch side of the door;** on the **push side**; 12" is needed **to the latch side of the door** if door has a closer & latch; **For Side Approach,** refer to 25(b) and (c); **For Sliding and Folding Doors,** refer to Fig. 25(d), € and (f);			
4.13.5; Fig. 24; 4.13.4;	**Door Width:** a clear opening width of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop; If double doors are used, at least one door must comply with the above;			
4.13.10;	**Door w/ Closer:** Sweep period of door closing, from an open position of 70 degrees, is at least three (3) seconds to a point 3" from the latch;			
4.13.9; 4.13.11;	**Door Hardware:** Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand; Must be mounted no higher than 48" above the finished floor (AFF); Maximum opening force (interior doors): 5 pounds; [Note: UFAS presently has no opening force requirement for exterior doors].			
4.29.3;	**Tactile Warnings on Doors to Hazardous Areas:** Doors that lead to areas that might prove dangerous to a blind person (i.e., loading platforms, boiler rooms) shall be made identifiable to the touch by a textured surface on the door handle, knob, pull or other operating hardware;			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DOORS:			
4.13.8; *See* 4.5.2;	**Thresholds:** No greater than ½" in height with a beveled edge (except exterior sliding doors); No greater than ¾" in height (with a beveled edge) at exterior sliding doors; Raised thresholds and floor level changes at accessible doorways shall be beveled;	_____ _____ _____ _____ _____		

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Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS, ETC.:			
	Location of Public Offices, Etc.:			
4.3;	Located on an accessible route;			
4.3.3;	Minimum 36" clear, accessible route;			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25€; Fig. 25(d); Fig. 25€; Fig. 25(f);	**Maneuvering Space at Door** varies depending on the type of door and how one approaches it for entry **(See Fig. 25);** <u>For most swinging doors</u> **For Front Approach;** on the **pull side**, 18" is needed **to the latch side of the door;** on the **push side**; 12" is needed **to the latch side of the door** if door has a closer & latch; **For Side Approach,** refer to 25(b) and (c); **For Sliding and Folding Doors,** refer to Fig. 25(d), € and (f);	_____ _____ _____ _____ _____ _____ _____ _____ _____		

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS, ETC.:			
4.13.5; Fig. 24;	**Door Width:** a clear opening width of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop;			
4.13.8; *See* 4.5.2;	**Thresholds:** No greater than ½" in height with a beveled edge (except exterior sliding doors); No greater than ¾" in height (with a beveled edge) at exterior sliding doors; Raised thresholds and floor level changes at accessible doorways shall be beveled;			
4.13.11;	**Door Opening Force:** maximum opening force for interior doors is 5 pounds; NOTE: UFAS presently has no opening force requirement for exterior doors;			
4.13.9; 4.13.11;	**Door Hardware:** Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand; Must be mounted no higher than 48" above the finished floor (AFF);			
4.29.3;	**Tactile Warnings on Doors to Hazardous Areas:** Doors that lead to areas that might prove dangerous to a blind person (i.e., loading platforms, boiler rooms) shall be made identifiable to the touch by a textured surface on the door handle, knob, pull or other operating hardware;			
See 7.2; 4.32.4;	**Business/Transactional Counter:** (4) Where service counters exceeding 36" in height are provided, an auxiliary counter (in close proximity to the main counter), or a portion of the main counter, shall be provided			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS, ETC.:			
	with a maximum height of between 28" to 34" AFF; or, (2) An equivalent facilitation such as folding shelf or separate desk is to be provided;			
	OFFICE/MEETING ROOM/REC ROOM #2			
4.3;	Located on an accessible route;			
4.3.3;	Minimum 36" clear, accessible route;			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25€; Fig. 25(d); Fig. 25€; Fig. 25(f);	**Maneuvering Space at Door** varies depending on the type of door and how one approaches it for entry **(See Fig. 25);** For most swinging doors **For Front Approach;** on the **pull side**, 18" is needed **to the latch side of the door;** on the **push side**; 12" is needed **to the latch side of the door** if door has a closer & latch; **For Side Approach,** refer to 25(b) and (c); **For Sliding and Folding Doors,** refer to Fig. 25(d), € and (f);			
4.13.5; Fig. 24;	**Door Width:** a clear opening width of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop;			
4.13.8; *See* 4.5.2;	**Thresholds:** No greater than ½" in height with a beveled edge (except exterior sliding doors); No greater than ¾" in height (with a beveled edge) at exterior sliding doors; Raised thresholds and floor level changes at accessible doorways shall be beveled;			
4.13.11;	**Door Opening Force:** maximum opening force for interior doors is 5 pounds; NOTE: UFAS presently has no opening force requirement for exterior doors;			
4.13.9; 4.13.11;	**Door Hardware:** Must be lever or push/pull type that			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS, ETC.:			
	does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand; · Must be mounted no higher than 48" above the finished floor (AFF);			
4.29.3;	**Tactile Warnings on Doors to Hazardous Areas:** Doors that lead to areas that might prove dangerous to a blind person (i.e., loading platforms, boiler rooms) shall be made identifiable to the touch by a textured surface on the door handle, knob, pull or other operating hardware;			
	OFFICE/MEETING ROOM/REC ROOM #3			
4.3;	Located on an accessible route;			
4.3.3;	Minimum 36" clear, accessible route;			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25€; Fig. 25(d); Fig. 25€; Fig. 25(f);	**Maneuvering Space at Door** varies depending on the type of door and how one approaches it for entry **(See Fig. 25);** For most swinging doors **For Front Approach;** on the **pull side**, 18" is needed **to the latch side of the door;** on the **push side**; 12" is needed **to the latch side of the door** if door has a closer & latch; **For Side Approach,** refer to 25(b) and (c); **For Sliding and Folding Doors,** refer to Fig. 25(d), € and (f);			
4.13.5; Fig. 24;	**Door Width:** a clear opening width of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop;			
4.13.8; *See* 4.5.2;	**Thresholds:** No greater than ½" in height with a beveled edge (except exterior sliding doors); No greater than ¾" in height (with a beveled edge) at exterior sliding doors; Raised thresholds and floor level changes at accessible doorways shall be beveled;			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS, ETC.:			
4.13.11;	**Door Opening Force:** maximum opening force for interior doors is 5 pounds; NOTE: UFAS presently has no opening force requirement for exterior doors;			
4.13.9; 4.13.11;	**Door Hardware:** Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand; Must be mounted no higher than 48" above the finished floor (AFF);	_____ _____ _____ _____		
4.29.3;	**Tactile Warnings on Doors to Hazardous Areas:** Doors that lead to areas that might prove dangerous to a blind person (i.e., loading platforms, boiler rooms) shall be made identifiable to the touch by a textured surface on the door handle, knob, pull or other operating hardware;			

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Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:			
	Public Restroom Location:	LADIES MEN		
4.22.1;	If public restrooms are provided, at least one (1) must be accessible and on an accessible route;			
4.30.4; 4.30.3; 4.30.6;	***Signage** designating permanent rooms and spaces [including entrances/exits, elevators, restrooms and room numbers] must:* (4) have raised characters and pictorial system signs; (2) characters and background of signs shall be eggshell, matte or other non-glare finish; characters and symbols shall contrast with their backgrounds; (3) mounting location: signage must be mounted between 54"-66" above the finished floor (AFF) to the centerline of the sign; mounted on the wall adjacent to the latch side of the door;	_____		
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25€; Fig. 25(d); Fig. 25€; Fig. 25(f);	**Maneuvering Space at Door** varies depending on the type of door and how one approaches it for entry **(See Fig. 25);** <u>For most swinging doors</u> **For Front Approach;** on the **pull side**, 18" is needed **to the latch side of the door;** **Public Restroom Location** on the **push side**; 12" is needed **to the latch side of the door** if door has a closer & latch; **For Side Approach,** refer to 25(b) and (c); **For Sliding and Folding Doors,** refer to Fig. 25(d), € and (f);	_____ **Ladies** **Men** _____		
4.13.5; Fig. 24;	**Door Width:** a clear opening width of at least 32" with the door open 90 degrees,	_____		

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:			
4.13.4; 4.22.2;	measured between the face of the door and the opposite stop; If double doors are used, at least one door must comply with the above; Doors shall not swing into the CFS required for any fixture;			
4.13.9;	**Door Hardware:** Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand; Must be mounted no higher than 48" above the finished floor (AFF);			
4.29.3;	**Tactile Warnings on Doors to Hazardous Areas:** Doors that lead to areas that might prove dangerous to a blind person (i.e., loading platforms, boiler rooms) shall be made identifiable to the touch by a textured surface on the door handle, knob, pull or other operating hardware; **Public Restroom Location**	**Ladies** **Men**		
4.13.11;	**Door Opening Force:** Maximum force for pushing or pulling open an interior door shall be no greater than 5 pounds;			
4.13.8; *See* 4.5.2;	**Thresholds:** No greater than ½" in height with a beveled edge (except exterior sliding doors); No greater than ¼" in height (with a beveled edge) at exterior sliding doors; Raised thresholds and floor level changes at accessible doorways shall be beveled;			
4.17.5; 4.13; 4.17.3; Fig. 30(a); 4.16.4; Fig. 29; 4.17.6; Figs. 30 A/b/c/d 4.26.2;	**ONLY FOR Toilet IN STALL:** **Toilet Stall** opening should be at least 32" wide; **Stall Dimensions:** If toilet is wall-mounted, is stall (facing toilet) at least 56" deep x 60" wide? If toilet is floor-mounted, is stall			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:			
4.16.5;	(facing toilet) at least 59" deep x 60" wide? **Grab Bars (GBs)** are required on back and side of toilet: **Back:** At least 36" long, starting no more than 6" from side wall; **Side:** At least 40" long, starting no more than 12" from back wall; Centerline of GBs mounted between 33"-36" AFF; **Public Restroom Location** GBs between 1 ¼" to 1 ½" diameter; mounted at 1 ½" from wall; **Toilet Flush Control** mounted: No higher than 44" AFF; On wide side of toilet area;	**Ladies** **Men**		
4.23.3; 4.16; Fig. 28; 4.16.4; Fig. 29; 4.26.2; 4.16.5; 4.17.3; 4.17.6; Fig. 30 a/b/c/d	**ONLY FOR Toilet NOT IN STALL –** **For Toilet CFS** refer to Fig. 28; **Grab Bars (GBs)** are required on back and side of toilet; **Back:** At least 36" long w/ one end mounted at least 12" from centerline of toilet; **Side:** At least 42" long w/ front end a minimum 54" from back wall; Centerline of GBs mounted between 33" – 36" AFF; GBs between 1 ¼" to 1 ½" diameter; GBs mounted at 1 ½" from wall; **Toilet Flush Control** mounted: No higher than 44" AFF; On wide side of toilet area;			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:			
4.16.3; Fig. 28 & 29;	**Restroom Location:** **Toilets (Whether in Stall or Not):** Seats measured between 17" to 19" **AFF to top of seat;** Toilet **mounted at exactly 18" from center of toilet to closest side wall;**	**Ladies** **Men** _____ _____ _____		
4.16.6; Fig. 29(b);	**Toilet Paper Dispenser:** Mounted within reach and a minimum 19" AFF to the centerline of the toilet paper; Allows **continuous** paper delivery;	_____ _____ _____		
4.18.2; 4.18.3; 4.27.4; 4.18.4;	**Urinals:** Elongated rim no more than 17" AFF; CFS is 30" x 48" for forward approach; Flush Controls: Mounted no more than 44" AFF; Automatic or operable w/ one hand without tight grasping, pinching, or twisting of the wrist;	_____ _____ _____ _____ _____		
4.19.2; 4.19.3; 4.19.4; Fig. 31; Fig. 32;	**Lavatory [sink]:** With the **rim or counter surface** mounted at a maximum height of 34" AFF; Minimum 29" clearance AFF to the bottom of the apron of sink; Clear floor space (CFS) of at least 30" wide x 48" deep in front of lavatory; CFS can adjoin or overlap an accessible route and can extend a max. 19" underneath the lavatory; Drain and hot water pipes insulated;	_____ _____ _____ _____ _____ _____ **Ladies** **Men** _____ _____ _____ _____		
4.19.5; 4.27.4;	**Faucet Controls:** Hand-operated or automatic; Do not require tight gripping, pinching or twisting of the wrist to operate;	_____ _____ _____		

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:			
4.22.6; 4.19.6;	**Mirrors:** Mounted with bottom edge **of the reflecting surface** no greater than 40" AFF;			
4.22.7; 4.27; 4.2.5; 4.2.6;	**Dispensers/Other Elements:** **Clear floor space** of 30" x 48" to allow forward or parallel approach to: Paper Towels; Trash Receptacle; Coat Hooks; Feminine Hygiene; Etc. **Highest Operable Part** cannot exceed: 48" for forward approach, or 54" for side approach; Paper Towels; Trash Receptacle; Coat Hooks; Feminine Hygiene; Etc. Dispenser/element operated with one hand; without tight grasping, pinching, or twisting of the wrist;	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ **Ladies** **Men** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____		

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Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
	Elevator/Platform Lift Location:			
4.10.1; *See* 4.10;	Accessible elevators shall be on an accessible route;			
4.10.1;	Freight elevators are not acceptable as "accessible elevators" ***unless*** the only elevators provided are used as combination passenger & freight elevators for the public and employees;			
4.10.2;	**Automatic Operation:** Elevator operation shall be automatic;			
4.10.3; Fig. 20;	**Hall Call Buttons:** Call buttons in elevator lobbies and halls shall be centered at 42" above the finished floor (AFF); Call buttons shall have visual signals to indicate when each call is registered and when each call is answered; Call buttons shall be a minimum of ¾" in the smallest dimension; The button designating the "up" direction shall be on top; Buttons shall be raised or flush; Objects mounted beneath hall call buttons shall not project into the elevator lobby more than 4";			
4.10.4; Fig. 20;	**Hall Lanterns:** A visible and audible signal shall be provided at each hoistway entrance to indicate which car is answering a call; Audible signals shall sound once for the "up" direction and twice for the "down" direction or shall have verbal annunciators that say "up" or "down"; Visible signals shall be mounted with their centerline at least 72" above			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
	the lobby floor; Visual elements must be at least 2 ½" in the smallest dimension;			
4.10.5; 4.30; Fig. 20;	**Raised Characters on Hoistway Entrances:** All elevator hoistway entrances shall have ***raised*** floor designations provided on both jambs; The centerline of the characters shall be 60" from the floor; The characters shall be 2" high;			
4.10.6; Fig. 20;	**Door Protective & Reopening Device:** Elevator doors shall open and close automatically; Elevator doors shall be provided with a reopening device that will stop and reopen a car door and hoistway door automatically if the door becomes obstructed by an object or person;			
4.10.8;	**Door Delay for Car Calls:** The **minimum** time for elevator doors to remain fully open in response to a car call shall be 3 seconds;			
See 4.10.9; Fig. 22	**Floor Plan of Elevator Cars:** Elevator floor areas shall provide space for wheelchair users to enter the car, maneuver within reach of controls and exit from the car; Acceptable door opening and inside dimensions shall be as shown in Fig. 22; Clearance between the car platform sill and the edge of any hoistway landing shall be no greater than 1 ¼";			
See 4.10.10; 4.5;	**Elevator Floor Surfaces:** Elevator floor surfaces shall be firm, stable and slip-resistant;			
4.10.12(3); 4.10.12(4); Fig. 23	**Elevator Call Buttons (Inside Elevator):** Height: All floor buttons shall be no higher than 48", unless there is a substantial increase in cost, in which case the maximum mounting height			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
	may be increased to 54" above the floor; Location: Controls shall be located on a front wall if cars have center opening doors; and at the side wall or at the front wall next to the door if cars have side opening doors (Fig. 23€ and (d));	_____ _____		
See 4.10.2; Fig. 23; 4.10.12(1); 4.10.12(2); 4.30; Fig. 23(a); 4.10.12(3); 4.10.12(4);	**Elevator Call Buttons (Inside Elevator):** All control buttons shall be at least ¾" in their smallest dimension; they may be raised or flush; All **control buttons shall be designated by raised** standard alphabet characters for letters, Arabic characters for numerals or standard symbols as shown in Fig. 23(a); Raised characters/symbols shall comply with 4.30; The call button for the main entry floor shall be designated by a ***raised star*** at the left of the floor designation (Fig. 23(a)); **All *raised* designations** for control buttons shall be placed immediately to the left of the button to which they apply; Floor buttons shall be provided with visual indicators to show when each call is registered; the visual indicators shall be extinguished when each call is answered;	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____		
4.10.12(3); Figs. 23(a) & 23(b);	**Emergency Controls (Inside Elevator):** Emergency controls, including the emergency alarm and emergency stop, shall be grouped at the bottom of the panel and shall have their centerlines no less than 35" above the floor (Figs. 23(a) and (b));			
4.10.13;	**Car Position Indicators:** In elevator cars, a visual car position indicator shall be provided above the car control panel or over the door to			

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
	show the position of the elevator in the hoistway;			
4.10.14; 4.30; 4.27;	**Elevators – Emergency Communications:** If provided, the highest operable part of a 2-way communication system shall be a maximum of 48" from the floor of the car; The 2-way communication system shall be identified by a raised or recessed symbol and lettering complying with Sec. 4.30 and located adjacent to the device; Handset: If the emergency communication system uses a handset, the length of the cord from the panel to the handset shall be at least 29"; If the emergency communication system is located in a closed compartment, the compartment door hardware shall be mounted no less than 15" AFF; Door hardware shall be operable w/ one hand and shall not require tight grasping, pinching, or twisting of the wrist; Emergency Intercommunication System **shall not** require voice communication;			
4.11; 4.11.2; 4.2.4; 4.5; 4.27;	**PLATFORM LIFTS:** If platform lifts are used, they shall comply with Secs. 4.2.4; 4.5; 4.27; and the applicable safety regulations of administrative authorities having jurisdiction; If platform lifts are used, they should facilitate unassisted entry and exit from the lift in compliance with Sec. 4.11.2;			

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Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DRINKING FOUNTAINS/WATER COOLERS:			
	Drinking Fountain Location:			
4.15.5(2); 4.15.5(1); Fig. 27;	Free-standing or built-in units shall have a clear floor space (CFS) at least 30" wide x 48" deep to allow a parallel approach; Wall- and post-mounted units shall have a clear knee space between bottom of apron to the floor at least: 27" high; And, a clear knee space of: 30" wide; and 17" to 19" deep to wall;			
4.15.2;	**Spout Height:** Shall be no higher than 36", measured from the floor or ground surface to the spout outlet;			
4.15.3;	**Spout Location:** Shall be at front of the unit and shall direct water flow in a trajectory that is parallel or nearly parallel to the front of the unit; Spout shall provide a flow of water at least 4" high so as to allow insertion of cup or glass under flow of water;			
4.15.4; 4.27.4;	**Controls:** Shall be front-mounted or side-mounted near the front edge; Shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist;			
4.4.1; Fig. 8(a); Fig. 8(b);	**Protruding Objects:** Objects, like drinking fountains, protruding from walls with their leading edges between 27" – 80" AFF shall protrude no more than 4" into walks, halls, corridors, passageways or aisles;			

Attachment A

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DRINKING FOUNTAINS/WATER COOLERS:			
	Objects mounted with their leading edges at or below 27" AFF may protrude any amount;			

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Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	MISCELLANEOUS:			
	Misc. Location:			
4.1.2(16);	**Telephones:** At least one accessible telephone must be provided at each bank of telephones;			
4.31.2;	Clear Floor/Ground Space must be 30" x 48" to allow either forward or parallel approach;			
4.31.3; 4.2.5; 4.2.6;	**Telephone Mount Height:** The highest operable part of phone shall be no higher than: 48" for forward approach; 54" for parallel approach;	_____ _____ _____		
4.1.2(16)(b); 4.31.5;	**Telephone Volume Control:** At least one public telephone must be equipped with volume control;			
4.31.8;	**Telephone Cord Length:** The cord from the telephone to the handset shall be a minimum of 29" long;			
4.31.7; 4.2.5; 4.2.6;	**Telephone Books:** If provided, the highest operable part of the phone book shall be no higher than: 48" for forward approach; 54" for parallel approach;	_____ _____ _____ _____		
4.4.1; Fig. 8(a); Fig. 8(b); 4.31.5;	**Protruding Objects:** Objects, like telephone, drinking fountains, etc., protruding from walls with their leading edges between 27" – 80" AFF shall protrude no more than 4" into walks, halls, corridors, passageways or aisles; Objects mounted with their leading	_____ _____ _____ _____		

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	MISCELLANEOUS:			
	edges at or below 27" AFF may protrude any amount;			
4.33.7;	**Assistive Listening Systems** (public meeting rooms); Assistive Listening System provided? If so, what type(s)? How are these made available?	_____ _____		
Sec. 504 24 CFR Part 8.6;	**Effective Communication:** (1) Provision of qualified sign language interpreters; (2) Provision of documents in an alternate format for individuals with visual disabilities, i.e., Braille, large font, audiocassette, etc. Check for **"Effective Communication Policy"** Inquire about effective communication for: a. applicants; b. residents; c. members of the public;	_____ _____ _____ _____ _____ _____ _____		

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE PARKING:			
	Accessible Parking Location:			
4.6.1; 4.1.1(5)(d);	Where parking is provided for all residents, one accessible parking space shall be provided for each accessible unit;			
4.6.2; 4.6.3; Fig. 9;	Designated accessible parking spaces should be located closest to the nearest accessible entrance, on an accessible route;			
4.6; Fig. 9;	Parking space should be at least 96" wide;	_____		

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE PARKING:			
	Access aisle should be adjacent to parking space and at least 60" wide (note: two designated accessible parking spaces may share a common access aisle); Exception: the **access aisle for a designated van parking space should be at least 96" wide** and should be designated with a sign stating that it is "van accessible";			
4.6.3;	Slope and cross-slope of parking space & access aisle shall be level with surface slopes not exceeding 2% in all directions;			
4.6.4; 4.30.5; 4.1.1(7);	Signage: Parking spaces designated as reserved for persons with disabilities shall be identified by signage depicting the International Symbol of Accessibility; Signage shall be mounted at a height not obscured by a parked vehicle;			
4.7.4; 4.5.1; 4.3.6;	Surface is firm, stable and slip-resistant;			
4.7.2; 4.8.2; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	Curb Ramps: Slope does not exceed 8.33%; At least 36" wide, excluding flared sides; Surface is firm, stable and slip-resistant; If no handrails, flared sides have a slope no greater than 10%;			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
	Accessible Route Location :			
4.3.3; Fig. 7; 4.3.4;	**Minimum clear width** shall be 36" (except at doors); **Passing Space:** If accessible route is less than 60" clear width, then passing spaces at least 60" x 60" shall be located at reasonable intervals not to exceed every 200 feet;			
4.5.1; 4.3.8; 4.5.2;	**Surface**: firm, stable and slip-resistant; Changes in level between ¼" – ½" shall be beveled; Changes in level greater than ½" shall be accomplished by means of a ramp;			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	**Protruding Objects**: Objects protruding from walls with their leading edges between 27"-80" above the finished floor (AFF) shall protrude no more than 4" into walks, halls, corridors, passageways or aisles (Fig. 8(a)); Objects mounted with their leading edges at or below 27" AFF may protrude any amount; Head Room: Walks, halls, corridors, passageways, aisles or other circulation spaces shall have 80" minimum clear head room;			
4.3.7; *See 4.8*	**Slope of route** may not exceed 5%; if slope is greater than 5%; it is a "ramp"			
4.3.7;	**Cross-slope** of route may not exceed 2%;			
4.5.4; Fig. 8(g); Fig. 8(h);	**Grates** set in the direction of the route should be no greater than ½" wide; If gratings have elongated			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
	openings, then they shall be placed so that the long dimension is perpendicular to the dominant direction of travel;			
4.3.2(1);	At least one accessible route, *within* the boundary of the site, shall be provided from public transportation stops, parking, street and/or sidewalks to the accessible building entrance they serve;			
4.7.2; 4.8.2; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	**Curb Ramps**: Slope does not exceed 8.33%; At least 36" wide, excluding flared sides; Surface is firm, stable and slip-resistant; If no handrails, flared sides have a slope no greater than 10%;	_____ _____ _____ _____ _____		

Facility Name_____ **Date(s) of Review**_____
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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	Unit/Interior Route Location:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25€; Fig. 25(d); Fig. 25€; Fig. 25(f);	**Maneuvering Space at Door** varies depending on the type of door and how one approaches it for entry **(See Fig. 25);** For most swinging doors **For Front Approach;** on the **pull side**, 18" is needed **to the latch side of the door;** on the **push side**; 12" is needed **to the latch side of the door** if door has a closer & latch; **For Side Approach,** refer to 25(b) and (c); **For Sliding and Folding Doors,** refer to Fig. 25(d), € and (f);			
4.13.5;	**Door Width:** a clear opening width of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop;			
4.13.9; 4.13.11;	**Dwelling Door Hardware:** Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand; Must be mounted no higher than 48" above the finished floor (AFF); Interior door pressure should not exceed 5 pounds;			
4.13.8; *See* 4.5.2;	**Thresholds:** No greater than ½" in height with a beveled edge (except exterior sliding doors); No greater than ¾" in height			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	(with a beveled edge) at exterior sliding doors; Raised thresholds and floor level changes at accessible doorways shall be beveled;			
4.5.1; 4.3.8; 4.5.2;	**Floor:** Are floors in all accessible areas firm, stable and slip-resistant? Are changes in level between ¼" and ½" beveled with a slope no greater than 5%?			
4.5.3;	**Carpet:** Is it securely attached? Is it a level, low pile type of carpet with a firm pad or no pad at all?			
	BEDROOM(S)			
4.13.5; 4.34.2(15);	**Bedroom Door:** Minimum width of 32" measured from the face of the door to the opposite stop with the door open 90 degrees; NOTE: (4) In a one-bedroom or studio unit, is the sleeping area accessible and on an accessible route; or (2) In a two or more bedroom unit, are at least 2 bedrooms accessible and on an accessible route;	**Bedroom #1** **Bedroom #2**		
4.13.9; 4.13.11;	**Bedroom Door Hardware:** Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand; Must be mounted no higher than 48" above the finished floor (AFF); Interior door pressure should not exceed 5 pounds;	**Bedroom #1** **Bedroom #2**		
4.13.5; 4.25.2; 4.2.4; 4.25.3; 4.2.5; 4.25.4;	**Closets:** Doors not requiring full user passage, such as shallow closets, may have the clear opening reduced to 20" minimum; Clear floor space of 30" wide x			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
4.27.4;	48" deep in front of closet; Clothes rods a maximum of 54" from the floor, or adjustable heights; Door Hardware shall: Be operable with one hand; and Not require tight grasping, pinching or twisting of the wrist;			
4.34.2(15)(d) 4.13.8	**Outside Spaces:** If Patios, Terraces, Balconies, Carports, Garages and other "outside spaces" are provided, UFAS requires that: - they be on an accessible route; - threshold at exterior sliding door shall not exceed ¾" in height; - threshold at other types of doors shall not exceed ½" in height; - doorways shall have a minimum clear opening of 32" with the door open 90 degrees;			
	BATHROOMS			
4.34.5;	Located on an accessible route;			
4.13.5; Fig. 24	Doors should have a clear opening width clearance of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop;			
4.13.9; 4.13.11;	**Bathroom Door Hardware:** Hardware should not require tight grasping, twisting or pinching of the wrist to operate; Hardware should be mounted no higher than 48" AFF; Door pressure should not exceed 5 pounds;			
4.34.5.2(2); Fig. 47;	**Water Closet (Toilet)** Toilet seat mounted 15" – 19" AFF measured to top of toilet seat; **Centerline of toilet: Exactly 18" from the closest side wall;**			
4.34.5.2(3); 4.26; Fig. 29;	**Toilet Grab Bars (GBs):** **Back Wall:** GBs mounted 33" to 36" AFF;			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	GBs minimum 36" in length; GBs measuring at least 12" from the centerline of the toilet **in each direction;** **Side Wall:** GBs mounted 33" to 36" AFF; GBs minimum 42" in length; GBs beginning 12" from back wall; GBs should be mounted **exactly** 1 ½" from wall; GBs should have diameter between 1 ¼" to 1 ½";	_____ _____ _____ _____ _____ _____ _____ _____ _____		
4.34.5.2(4); Fig. 47(b);	**Toilet Paper Dispenser:** Highest operable part located within reach at a minimum of 19" AFF;			
4.19; 4.19.2; 4.19.4; 4.22.6; 4.34.5.3(1); Fig. 31;	**Lavatory (Sink):** Mounted with **rim or counter surface** no greater than 34" AFF; Clearance of at least 29" from floor to bottom of apron of sink; Knee clearance shall be 8" minimum; **Pipes under sink must be insulated or wrapped;**	_____ _____ _____ _____ _____		
4.19; 4.22.6; 4.34.5.3(1); 4.27;	**Lavatory (sink) controls:** Operable with one hand; and does not require tight grasping, twisting or pinching of the wrist to operate;			
4.19.3; 4.23.3; Fig. 32;	Clear floor space (CFS) of at least 30" wide x 48" deep in front of lavatory; CFS can extend a maximum 19" underneath the lavatory;			
4.34.5.3(1); 4.22.6; 4.19.6;	**Mirror:** Mounted with bottom edge **of the reflecting surface** no greater than 40" AFF;			
4.34.5.3(3);	**Medicine Cabinet:** Mounted w/ bottom edge of **usable shelf** no greater than 44" AFF;			
4.20.2 & Fig. 33;	**Bathtubs:** CFS in front of bathtub is:	_____		

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
Fig. 34; 4.34.5.4;	(1) 30" x 60" w/ seat in tub; or (2) 48" x 60" w/ seat in tub; or (3) 30" x 75" w/ seat at head of tub;			
4.34.5.4(5);	**Tub Shower Spray Unit:** Fixed **unit** at various heights or hand-held w/ hose **at least 60" long;**			
4.34.5.4(4); 4.27.4; Fig. 34;	**Controls:** Operable w/ one hand and not require tight grasping or twisting of the wrist; Controls shall be located on wall opposite seat;			
4.34.5.4(3); Fig. 48; Fig. 34; 4.26;	**Tub Grab Bar (GB) Locations:** **With Seat in Tub:** **At foot of tub**, GB at least 24" long w/ controls mounted below GB; Mounted between 33" – 36" AFF; **At "back"/side of tub,** two GBs (one over the other); each a min. 24" in length; Beginning no more than 12" from foot of tub, And no more than 24" from head of tub; The bottom GB is mounted 9" above the top level of tub; And the top GB is mounted between 33" – 36" AFF; **At head of tub,** GB at least 12" long; Mounted between 33" – 36" AFF; **OR** **With seat at head of tub:** **At foot of tub,** GB at least 24" long w/ controls mounted below GB; Mounted between 33" – 36" AFF; **At "back"/side of tub,** two GB			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	(one over the other); each a min. 48" in length; Beginning no more than 12" from foot of tub, And no more than 15" from head of tub; The bottom **GB** is mounted 9" above top level of tub; And the top **GB** is mounted between 33" – 36" AFF;			
4.34.5.4(2); Fig. 33; Fig. 34;	**SHOWER:** **GB Size and Spacing:** Mounted exactly 1 ½" from wall; Diameter between 1 ¼" to 1 ½";	_____		
4.21.4; 4.26; Fig. 37; Fig. 35; 4.34.5.5(3); Fig. 36;	**Shower GB Locations and Sizes:** **<u>In 36" x 36" Unit:</u>** GBs mounted between 33" – 36" above the shower floor; **Back Wall:** 18" long, starting at front of shower; **Control Wall:** No length requirement; **<u>In 30" x 60" Unit:</u>** GBs mounted between 33" – 36" above the shower floor; No GB length requirement for side, back and control wall;	_____ _____ _____ _____ _____ _____ _____ _____		
4.34.5.5(1); Fig. 35(a) or Fig. 35(b);	**Shower Stalls:** Size: 36" x 36"; or Size: 30" x 60" (fits into space required for bathtub);	_____		
4.34.5.5(2); Fig. 35(a); Fig. 35(b); 4.26.3;	**Shower Seat:** **Shall be provided in 36" x 36" stalls;** Must be mounted 17" – 19" from the floor; and Extend the full depth of the stall; and Located on wall opposite the controls; and Mounted securely and shall not slip during use;	_____ _____ _____		
4.34.5.5(5);	**Shower Spray Unit:** Shower spray **unit** with a hose **at least 60" long** that can be used as a fixed shower head at various heights or as a hand-held shower.			
4.34.5.5(4); Fig. 37; 4.21.5;	**Shower Controls:** Located between 38" – 48" above the shower stall floor;	_____ _____		

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	Mounted on wall opposite seat; Operable with one hand and does not require any tight grasping, pinching, or twisting of the wrist; **In shower stalls 36" x 36",** all controls, faucets & shower unit shall be mounted on the side wall opposite the seat;	_____ _____ _____ _____ _____		

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	KITCHEN			
4.34.6; 4.34.2(13);	On an accessible route;			
4.34.6.1;	**Clearance** between/among all opposing cabinets, counters, appliances or walls must be at least 40" (except with U-shaped kitchens); U-shaped kitchens must have a minimum of 60" clear floor space (CFS);			
4.34.6.1;	**Clear Floor Space** at least 30" wide x 48" deep must be at the following types of appliances: Oven; Range; Cook top; Dishwasher; Refrigerator; Storage facilities; and Counter; Etc.			
4.34.6.4(1); 4.34.6.4(4);	**Kitchen Counters/Work Surfaces:** At least one 30" section of the counter shall provide a work surface; Counter/work surface must be no greater than 34" AFF or shall be adjustable or replaceable to provide alternative heights of 28", 32", and 36"; CFS of 30" wide x 48" deep shall allow a forward approach to the counter/work surface; 19" maximum of the CFS may extend underneath the counter/work surface; Clear knee space must measure a minimum of 30" wide and 19" deep;			
4.34.6.5(8);	**Kitchen Pipes** must be insulated or wrapped;			
4.34.6.5; Fig. 51;	**Kitchen Sinks:** Must be mounted no greater than 34" AFF or shall be adjustable or			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	replaceable to provide alternative heights of 28", 32", and 36"; Sink depth must be no greater than 6 ½"; Sink and counter area must be a minimum of 30" wide; Base cabinets, if provided, under sink shall be removable under the full 30" min. frontage of sink and surrounding counter. Finished flooring shall extend under the counter to the wall;			
4.34.6.7; Fig. 52;	**Kitchen Oven:** Is Oven Self-Cleaning? If not, oven must be located adjacent to an **adjustable** height counter w/ a 30" minimum width clear open space below for knee space; and **Side Opening Ovens** must have a **door latch** next to the open counter space and a pullout shelf under the oven at least as wide as the oven and at least 10" deep; Oven controls shall be located on the front panel (on either side of door); Oven controls can be operated with one hand and not require twisting of the wrist or tight grasping;			
4.34.6.7; 4.27;	**Kitchen Range/Cook-tops:** Controls can be used without reaching across burners; Controls can be operated with one hand and not require tight grasping, pinching or twisting of the wrist; If ovens or cook-tops have knee spaces underneath, then they shall be insulated or otherwise protected on the exposed contact surfaces to prevent burns, abrasions or electrical shock.			
4.34.6.8(2)(a)	**Kitchen Refrigerator:** Is freezer self-defrosting? If not, at least 50% of the freezer			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	of an over/under style refrigerator must be at least 54" AFF;			
4.34.6.8; 4.34.6.3; 4.27;	**Refrigerator Controls:** Can controls be operated w/ one hand and not require tight grasping, pinching, or twisting of the wrist; Parallel approach requires that controls are no higher than 54" AFF;			
4.34.6.2;	**Approach:** Front and parallel approach to refrigerator must have a minimum of 30" x 48" of CFS;			
4.34.6.9; 4.34.6.3; 4.27;	**Dishwasher:** Rack space accessible from front; Controls operable with one hand and not require tight grasping, pinching, or twisting of the wrist to operate;			
4.34.7;	**Washer/Dryer:** If washer/dryer is provided in unit, highest operable part of machine must be no greater than 54" AFF (parallel approach); Must be a minimum 30" x 48" CFS;			
4.34.6.3; 4.27.4;	**Appliance Hardware and Controls:** Must be easy to use and not require tight grasping, pinching or twisting of the wrist to operate;			
4.34.2(9); 4.27; Fig. 4;	**Controls:** There must be a CFS of 30" wide x 48" deep in front of the following types of controls, including: thermostats; heating/air conditioning; light switches; electrical wall outlets; garbage disposal switches, etc. **Forward Approach:** Highest operable part of control no more than 48" AFF; Lowest operable part of control no more than 15" AFF;			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/INTERIOR ROUTE:			
	OR **Side Approach:** Highest operable part of control no more than 54" AFF; Lowest operable part of control no more than 9" AFF; **Exception:** where the use of special equipment dictates otherwise, electrical & communications system receptacles on walls shall be mounted no less than 15" AFF;			
4.34.6.10; 4.25.2; 4.25.3; Fig. 50;	**Kitchen Storage:** 30" x 48" CFS; **Side Approach:** Is storage space between 9" to 54" AFF? **Front Approach:** Is storage space between 15" to 48" AFF? Maximum height shall be 48" for **at least one shelf of all cabinets and storage shelves mounted above work counters;** Door pulls or handles for **wall cabinets** shall be mounted as close to the bottom of cabinet doors as possible; Door pulls or handles for **base cabinets** shall be mounted as close to the top of cabinet doors as possible;			

Attachment A

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Citation	DWELLING UNIT COMMON SPACES/FACILITIES	Measurements/Comments	N/C Finding *	Picture No. **
	MAILBOXES:			
	Mailbox Location :			
	NOTE: Disabled residents can request the U.S. Postal Service to accommodate their disability by assigning them a mailbox on the bottom row.			
4.3;	Located on an accessible route;			
4.2; 4.1; 4.2.5; 4.2.6;	Clear floor space (CFS) of at least 30" wide x 48" deep; (a) Front approach: mailboxes mounted no greater than 48" above the finished floor (AFF); (b) Parallel approach: mailboxes mounted no greater than 54" AFF;	_____ _____ _____		
4.27.4;	Mailbox can be opened/closed with one hand; Mailbox does not require tight grasping, pinching, or twisting of wrist;	_____ _____		
4.2.3;	If turning clearance is required to exit the mail area, the following must be provided: A 60" diameter of CFS; Or a "T" shaped space in which a 180 degree turn can be made;	_____ _____ _____ _____		

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Citation	DWELLING UNIT COMMON SPACES/FACILITIES	Measurements/Comments	N/C Finding *	Picture No. **
	LAUNDRY FACILITIES:			
	Laundry Location:			
4.3;	Located on an accessible route;			
4.3.3;	Minimum 36" clear, accessible route;			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25€; Fig. 25(d); Fig. 25€; Fig. 25(f);	**Maneuvering Space at Door** varies depending on the type of door and how one approaches it for entry **(See Fig. 25);** For most swinging doors **For Front Approach;** on the **pull side**, 18" is needed to **the latch side of the door;** on the **push side**; 12" is needed to **the latch side of the door** if door has a closer & latch; **For Side Approach,** refer to 25(b) and (c); **For Sliding and Folding Doors,** refer to Fig. 25(d), € and (f);			
4.13.5; Fig. 24;	**Door Width:** a clear opening width of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop;			
4.13.8; *See* 4.5.2;	**Thresholds:** No greater than ½" in height with a beveled edge (except exterior sliding doors); No greater than ¾" in height (with a beveled edge) at exterior sliding doors; Raised thresholds and floor level changes at accessible doorways shall be beveled;			
4.13.11;	**Door Opening Force:** Maximum opening force for interior doors is 5 pounds;			

Citation	DWELLING UNIT COMMON SPACES/FACILITIES	Measurements/Comments	N/C Finding *	Picture No. **
	LAUNDRY FACILITIES:			
	NOTE: UFAS presently has no opening force requirement for exterior doors;			
4.13.9; 4.13.11;	**Accessible Door Hardware:** Must be lever handle or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be opened with one hand; Must be mounted no higher than 48" AFF;			
4.34.7.2;	Minimum of one (1) front-loading washer and dryer;			
4.34.7.3; 4.27.2; 4.2.5; 4.2.6;	Minimum 30" wide x 48" deep CFS to approach machines: (a) Forward approach: highest operable part mounted no greater than 48" AFF; (b) Parallel approach: highest operable part mounted no greater than 54" AFF;			
4.34.7.3; 4.27.4;	Machine Controls: Must be operable with one hand; Must not require tight grasping, pinching, or twisting of the wrist;			
4.2.3;	If turning clearance is required to exit/maneuver in laundry facility, 60" diameter of CFS must be provided;			

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Telephone_____ TDD/TTY Number_____
Name of Reviewer(s)_____

Citation	DWELLING UNIT COMMON SPACES/FACILITIES	Measurements/Comments	N/C Finding *	Picture No. **
	DUMPSTER – PICNIC AREAS – ACCESSIBLE ROUTE:			
	Dumpster – Picnic Area, Etc. Location :			
4.3.2(4); 4.3; 4.2.6;	**UFAS does not have specific requirements regarding Trash Receptacles/Dumpsters, Picnic Areas or Playgrounds. However, UFAS requires that an accessible route shall connect at least one accessible entrance of each accessible dwelling unit with those exterior and interior spaces and facilities that serve the accessible dwelling unit.**			
	Trash Receptacle/Dumpster: Located on accessible route; Reach range to deposit trash in receptacle/dumpster: Forward approach – maximum high reach range shall be 48" AFF; Side approach – maximum high reach range shall be 54" AFF;	_____ _____ _____ _____ _____		
	Picnic Area: Located on an accessible route;			
	Playground: Located on an accessible route;			

Exhibit J

R-1181-19

Attachment C

MEMORANDUM

Agenda Item No. 14(A)(4)

TO:	Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners	**DATE:**	November 19, 2019
FROM:	Abigail Price-Williams County Attorney	**SUBJECT:**	Resolution approving form of a Tenant Relocation Agreement; directing the County Mayor to execute such Tenant Relocation Agreements with public residents impacted by the proposed closure of Harry Cain and Annie Coleman 14 public housing developments, the future closure of any additional public housing developments, or the redevelopment of a public housing development converted to Section 8 project-based housing through Rental Assistance Demonstration Program; directing the County Mayor to develop a tenant relocation officer program to assist tenants with the relocation process; and waiving Resolution No. R-130-06

This item was amended at the 11-15-19 Chairwoman's Policy Council Committee to require the County to pay for fees related to residents obtaining new driver's licenses and state identification cards as a result of relocating.

The accompanying resolution was prepared and placed on the agenda at the request of Co-Prime Sponsors Commissioner Barbara J. Jordan and Chairwoman Audrey M. Edmonson and Co-Sponsor Commissioner Dennis C. Moss.

Abigail Price-Williams
County Attorney

APW/uw

MEMORANDUM

(Revised)

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

DATE: November 19, 2019

FROM: Abigail Price-Williams County Attorney

SUBJECT: Agenda Item No. 14(A)(4)

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. 14(A)(4)
11-19-19

RESOLUTION NO. _____

RESOLUTION APPROVING FORM OF A TENANT RELOCATION AGREEMENT; DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH TENANT RELOCATION AGREEMENTS WITH PUBLIC RESIDENTS IMPACTED BY THE PROPOSED CLOSURE OF HARRY CAIN AND ANNIE COLEMAN 14 PUBLIC HOUSING DEVELOPMENTS, THE FUTURE CLOSURE OF ANY ADDITIONAL PUBLIC HOUSING DEVELOPMENTS, OR THE REDEVELOPMENT OF A PUBLIC HOUSING DEVELOPMENT CONVERTED TO SECTION 8 PROJECT-BASED HOUSING THROUGH RENTAL ASSISTANCE DEMONSTRATION PROGRAM; DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO DEVELOP A TENANT RELOCATION OFFICER PROGRAM TO ASSIST TENANTS WITH THE RELOCATION PROCESS; AND WAIVING RESOLUTION NO. R-130-06

WHEREAS, the County is a "public housing agency," as defined in the United States Housing Act of 1937 (42 U.S.C. § 1437 *et seq.*, as amended), and is the owner and operator of 12 public housing asset management developments, which include over 9,000 units; and

WHEREAS, the public housing program is funded by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, the County, as a steward of the public housing program and as owner of certain public housing developments, has an obligation to provide decent, safe and sanitary housing for all residents of such housing in accordance with federal and state laws and regulations; and

WHEREAS, much of the County's public housing portfolio is outdated and in need of rehabilitation or redevelopment; and

WHEREAS, for many years the County relied on HUD's Capital Funding Program to maintain its public housing stock; and

WHEREAS, HUD's Capital Funding Program only provides approximately $14 million per year to the County; and

WHEREAS, the County, however, has partnered with private developers to redevelop its public housing stock through a HUD-approved mixed-finance approach, which, to date, has resulted in approximately 2,400 units that have been redeveloped or are in the process of being redeveloped; and

WHEREAS, although the mixed-finance approach has been successful, the County has sought other means to ensure that the remaining public housing stock is redeveloped; and

WHEREAS, on August 30, 2018, the County transmitted to HUD Secretary Benjamin S. Carson, Sr., M.D. a letter of interest proposing the conversion of 6,426 public housing units to the Section 8 project-based housing program through HUD's Rental Assistance Demonstration program ("RAD Program") (collectively referred to as the "County's Portfolio Award Application"); and

WHEREAS, the RAD Program is the voluntary, permanent conversion of public housing to the Section 8 project-based housing program, which was authorized in the Fiscal Year 2012 Congressional Appropriations Bill; and

WHEREAS, unlike the public housing program, the Section 8 project-based housing program allows for more funding flexibility, including the use of other funding sources, such as tax credits, private debt and equity, and other public funds to maintain and improve existing public housing buildings; and

WHEREAS, the RAD Program also guarantees strong tenant protections that tenants currently have under the public housing program; and

WHEREAS, on October 3, 2019, this Board adopted Resolution No. R-1059-19, which, in part, authorizes the County Mayor or the County Mayor's designee to amend the County's Portfolio Award Application to include certain public housing developments that are being redeveloped by Related Urban, thus bringing the total number of public housing units to be converted through the RAD Program from 6,426 to 7,718; and

WHEREAS, the public housing units located in Harry Cain and Annie Coleman 14 public housing sites are currently included amongst the 7,718 units to converted through the RAD Program; and

WHEREAS, however, due to health and safety issues in Harry Cain and Annie Coleman 14, the County has proposed to close both of these public housing developments and relocate the residents by using vouchers through the Section 8 Housing Choice Voucher Program; and

WHEREAS, the County's redevelopment efforts and the proposed closure of Harry Cain and Annie Coleman 14 could potentially cause thousands of tenants to be relocated; and

WHEREAS, relocating from one's home, regardless of the circumstances, can be costly, time consuming and difficult, and those challenges are even greater for residents of limited incomes relocating from public housing; and

WHEREAS, this Board desires to provide assurances to the residents impacted by the proposed closures or the public housing developments to be converted through the RAD Program of their rights to assistance while relocating and their rights to return to their developments after they have been redeveloped; and

WHEREAS, to provide the residents with this assurance, this Board desires that the County enter into tenant relocation agreements with public housing residents impacted by the proposed closure of Harry Cain and Annie Coleman 14 public housing developments, the future closure of any additional public housing developments, or the redevelopment of public housing developments proposed to be converted to Section 8 project-based housing through RAD Program; and

WHEREAS, during the October 18, 2019 Chairwoman's Policy Council meeting, comments were received from the residents, Legal Services of Greater Miami, Inc., and the public concerning the proposed tenant relocation agreement; and

WHEREAS, during the meeting the County Attorney's Office and the County administration were directed to meet with Legal Services of Greater Miami, Inc., to address the concerns that were raised and to return with an agreement that is acceptable to the County, residents, resident councils and their legal counsel; and

WHEREAS, the proposed tenant relocation agreement, which is attached hereto as Exhibit A, is acceptable to all interested parties; and

WHEREAS, this Board wishes to ensure that the tenant relocation agreements set forth certain rights on the part of relocating tenants and certain duties and responsibilities on the part of the County; and

WHEREAS, this Board further wishes to establish a tenant relocation officer program, which will provide assistance to the aforementioned public housing residents; and

WHEREAS, this Board wishes to waive Resolution No. R-130-06, which provides that an item seeking approval of a contract shall not be placed on a County Commission or committee agenda until the underlying contract is completely negotiated, in final form and executed by all

non-County parties, to give the County Mayor or the County Mayor's designee time to have the tenant relocation agreements executed by the public housing residents impacted by the proposed closures,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

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

Section 2. This Board approves the Tenant Relocation Agreement, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3. >>This Board directs the County Mayor or the County Mayor's designee to establish and implement, utilizing existing budgeted funds, a process to compensate public residents impacted by the proposed closure of Harry Cain and Annie Coleman 14 public housing developments, the future closure of any additional public housing developments, or the redevelopment of public housing developments proposed to be converted to Section 8 project-based housing through Rental Assistance Demonstration Program ("RAD Program") for fees related to obtaining or replacing driver's licenses or state identification cards necessary due to relocation efforts.[1]

Section 4.<< This Board directs the County Mayor or the County Mayor's designee to execute the Tenant Relocation Agreement with public residents impacted by the proposed closure of Harry Cain and Annie Coleman 14 public housing developments, the future closure of any additional public housing developments, or the redevelopment of public housing developments proposed to be converted to Section 8 project-based housing through [[~~Rental Assistance~~

[1] Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added.

~~Demonstration Program ("RAD Program")~~]] >>RAD Program<<. This Board further waives Resolution No. R-130-06, which provides that an item seeking approval of a contract shall not be placed on a County Commission or committee agenda until the underlying contract is completely negotiated, in final form and executed by all non-County parties, to give the County Mayor or the County Mayor's designee time to have the tenant relocation agreements executed by the public housing residents impacted by the proposed closures.

[[**~~Section 4~~**]]>>**Section 5**<<. This Board directs the County Mayor or the County Mayor's designee to develop a tenant relocation officer program wherein each public housing resident being relocated as a result of the closure of a public housing development or the redevelopment of a public housing project through the RAD Program shall be assigned a particular tenant relocation officer to assist them through the relocation process. To assist relocating tenants in identifying suitable housing, the tenant relocation officer shall have frequent contact with local realtors and multi-family developments, keep an updated list of available units, provide that list regularly to the relocating tenants, and perform the duties ascribed to the tenant relocation officer as set forth in the Tenant Relocation Agreement approved herein.

The Co-Prime Sponsors of the foregoing resolution are Commissioner Barbara J. Jordan and Chairwoman Audrey M. Edmonson and the Co-Sponsor is Commissioner Dennis C. Moss. It was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman
Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of November, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. JMM FO

Terrence A. Smith
Brenda Kuhns Neuman

EXHIBIT A

TENANT RELOCATION AGREEMENT

This Tenant Relocation Agreement (hereinafter referred to as the "Agreement"), by and between Miami-Dade County, a political subdivision of the State of Florida and through its Public Housing and Community Development Department (hereinafter collectively referred to as "County" or "PHCD"), with a mailing address of 701 N.W. 1 Court, 16th Floor, Miami, Florida 33136, and [*Name of Head of Household*] and those household members listed in the first recital of this Agreement (hereinafter collectively referred to as "Tenant"), with mailing address [*mailing address of Tenant*] (hereinafter the "Premises"), states conditions and covenants for the rendering of tenant relocation services through PHCD. The County (including PHCD) and the Tenant shall collectively referred to as the "Parties."

RECITALS

WHEREAS, the County desires to relocate Tenant, which includes the following members of the household:

1. [Insert Name of Household Member]
2. [Insert Name of Household Member]
3. [Insert Name of Household Member]; and

WHEREAS, in accordance with Miami-Dade Board of County Commissioner's Resolution No. R-____-19, this Agreement is being entered into to set forth the rights and obligations of the County and Tenant,

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, the Parties hereto agree as follows:

SECTION ONE. GENERAL TERMS.

A. TENANT hereby agrees to the following:

1. In the event the County complies with its obligations under this Agreement as set forth in Section One (B) below, Tenant shall have no right to seek enforcement of this Agreement.

2. Tenant shall cooperate with the efforts of the County to assist Tenant in relocating to alternative and comparable housing as more fully described in Section B of this Agreement.

3. Tenant shall continue to meet their obligations under the public housing program and the lease between the County and Tenant until Tenant is relocated to new housing in accordance with this Agreement. In the event Tenant chooses to be relocated to another comparable public housing unit, Tenant shall comply with the terms of their new Lease and the public housing program.

4. Tenant shall vacate the Premises once Tenant has located new housing as described herein and has received authorization to move into the new housing.

B. The COUNTY hereby agrees to the following:

1. The County shall assist Tenant in relocating to other suitable housing.

2. The County shall provide Tenant a Section 8 Housing Choice Voucher to pay for private housing.

3. The County shall assist Tenant in finding suitable housing using a Section 8 Housing Choice Voucher.

4. If Tenant requires an extension to locate private housing using the Section 8 Housing Choice Voucher and Tenant requests such extension from the County, the County shall grant such extension beyond the timeframes set forth in the Section 8 Administrative Plan so long as Tenant continues to search for housing. In the event Tenant stops searching for housing, the County shall have no obligation to grant Tenant's request for an extension. Notwithstanding the provisions set forth in 24 C.F.R. § 982.555 related to informal hearings and the County's Section 8 Administrative Plan, the County agrees to provide Tenant with notice and an informal hearing if their Section 8 Housing Choice Voucher expires and the County makes a determination not to grant an extension to such voucher's term. The County will allow for family separations for large families if they cannot locate private housing using a Section 8 Housing Choice Voucher.

5. If Tenant prefers to transfer to public housing and requests that the County permit such transfer, the County shall provide Tenant another comparable public housing unit to the extent that such public housing unit is available. The County will provide Tenant with a list of all comparable units that are available. If a public housing unit is not available or no longer desirable by Tenant, the County will provide Tenant a Section 8 Housing Choice Voucher. If Tenant accepts a public housing transfer and signs a lease, Tenant shall forfeit the Section 8 Housing Choice Voucher.

6. The County will continue to recognize any resident council formed under 24 CFR part 964 and, if the public housing development does not have a resident council, the Tenants shall have the right to organize and form a resident council. The resident council will remain the representative organization for the residents during relocation and after the residents relocate to the redeveloped or reopened project connected with their former public housing development. The County will provide support and resources to the resident council while the property is being redeveloped or closed.

7. The County shall pay all reasonable moving fees and costs, including paying movers to transport Tenant's furniture and belongings, rental or other application fees, utility hook-up costs, deposits and fees, first and last month's rent, and security deposits. For each move, the County will pay application or rental fees for up to five properties. The County will pay additional application or rental fees if Tenant's applications are denied or is

unable to move into the units. Tenant will not be required to pay the costs out-of-pocket and seek reimbursement. For moving costs outside of Miami-Dade County, the County will pay moving costs in accordance with the Department of Transportation Fixed Residential Moving Cost Schedule, Federal Register Volume 80, No. 142, p. 44183-4.

8. The County shall ensure that Tenant shall have the rights described in this Agreement even if Tenant finds their own housing without using a Section 8 Housing Choice Voucher or remains in public housing

9. If Tenant's lease that is entered into with a private landlord under the Section 8 Housing Choice Voucher program following relocation is not renewed or is terminated for any reason, the County shall assist Tenant in finding another comparable housing unit until this Agreement is terminated pursuant to Section Four of this Agreement. In the event Tenant must relocate to another comparable housing unit, the County shall pay all moving costs and fees set forth in subsection (7) above; provided, however, the County shall have no obligation to pay such moving costs and fees if Tenant relocates to another county or another state, with the exception of Broward County.

10. A Section 8 Voucher issued pursuant to this Agreement is exempt from termination based upon insufficient funding under Section 14.3 of the Administrative Plan.

11. Tenant shall have the right to return to the redeveloped or reopened project connected with their former public housing development in a unit with an income-based rent unless Tenant is terminated from the Section 8 voucher program or is evicted from a public housing unit. However, even if evicted or terminated, a Tenant may present mitigating circumstances as to why the Tenant should be entitled to return.

12. Tenant and members of Tenant's household who are relocated shall not be rescreened, including for criminal history and credit history, if Tenant chooses to return to the redeveloped or reopened project connected with their former public housing site. Tenant shall not be screened to determine if they meet Low-Income Housing Tax Credit (LIHTC) eligibility requirements, if applicable, upon move-in or upon future recertifications.

13. The County shall pay tenants' relocation costs, including moving costs, to relocate back to the public housing project should they choose to return upon completion of its redevelopment. Tenant will not be required to pay the costs out-of-pocket and seek reimbursement.

14. Tenant shall be assigned a Tenant Relocation Officer, who shall:

    a) regularly meet individually with Tenant, including after hours or on the weekend if that is helpful to the Tenant;

b) help Tenant identify suitable housing opportunities, including providing a list of available units and providing transportation for Tenant to view those units;

c) provide intensive counseling to assist Tenant through the moving process, including education on how to set up utilities, insurance, and other services and how to pay for them regularly;

d) arrange for transportation for Tenant to visit potential homes, attend required interviews, or deliver paperwork;

e) assist Tenant in completing rental and other applications;

f) interact with landlords in instances where criminal backgrounds could potentially hinder the Tenants' ability to secure the new home;

g) arrange for the transportation of Tenant and the moving of their belongings to their new homes; and

h) relocation services, Section 8 appointments, orientations, and briefings will also regularly be provided at the public housing site where Tenant currently resides; provided, however, that after Tenant relocates the before-mentioned services shall be provided by the County at a location to be determined in the County's sole discretion.

15. The County shall provide Tenant with a list of agencies that can offer assistance to Tenant, including, but not limited to, Legal Services of Greater Miami, Inc.

16. In the event Tenant has already relocated from the public housing site in which they resided, the County shall afford the Tenant the same rights and protections listed above.

17. The County shall maintain a list of all tenants who have or will be relocated and the County shall, upon receiving a release and authorization or similar instrument executed by Tenant, release the name of Tenant, their current address, and phone number. The release of information is to allow the resident council to communicate with and represent its membership.

18. The County shall pay the replacement costs of state identification cards and driver's licenses.

SECTION TWO. DISPUTE RESOLUTION

If any dispute or disagreement arises between Tenant or the County concerning either party materially failing to perform its duties and responsibilities under this Agreement, the Parties agree to proceed as follows:

a) The Party alleging the default shall notify the other Party in writing once a dispute or disagreement has arisen.

b) Within 15 days after the date of the written notice, the Parties shall meet and confer regarding the dispute or disagreement and attempt to resolve the dispute or disagreement.

c) If the dispute or disagreement cannot be resolved during the meeting, either Party may seek an appropriate relief in Court.

SECTION THREE. DEFAULT.

If either party to this Agreement materially fails to perform its duties and responsibilities as set forth above, and that party fails to cure such defect upon reasonable written notice by the other party, the aggrieved party may apply to any County, State or Federal court located within Miami-Dade County for relief that a court of law deems appropriate. The Parties agree to participate in the dispute resolution process described above prior to filing for relief to any court.

SECTION FOUR. TERMINATION

This Agreement shall terminate upon the earliest of the following: (1) Tenant is relocated to the redeveloped or reopened project; (2) Tenant decides not to return to the redeveloped or reopened project; or (3) Tenant is terminated from the Section 8 Housing Choice Voucher, or, if relocated to another comparable public housing unit under the public housing program, and Tenant is evicted from the public housing unit. A Tenant who no longer participates in the Section 8 Housing Choice Voucher Program because the voucher expired or because the County made no housing assistance payment for 6 months shall not be grounds to terminate this Agreement. In the event this Agreement is terminated for any of the preceding reasons, the County shall have no further obligations to Tenant under this Agreement. However, if the Agreement is terminated for the reasons listed in (3), Tenant shall continue to have the right to present mitigating circumstances regarding the right to return as described in Paragraph B 10.

SECTION FIVE. NOTICE.

Unless another address is specified in writing to the Tenant, any notice to the County shall be delivered to:

Public Housing and Community Development
701 N. W. 1 Court
16th Floor
Miami, Florida 33136
Attn: _____

Unless another address is specified in writing to the County, any notice to the Tenant shall be delivered to:

_____

_____

_____

_____

SECTION SIX. MISCELLANEOUS.

A. FORUM AND VENUE. This Agreement shall be construed in accordance with the laws of the State of Florida and all applicable federal laws and regulations. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the County, State and/or Federal courts located in Miami-Dade County, Florida.

B. NO THIRD PARTY BENEFICIARIES. No person other than the person named in paragraph one of this Agreement as Tenant shall have standing to require satisfaction of the terms and conditions of this Agreement. No person other than Tenant shall under any circumstances be deemed to be a beneficiary of this Agreement or the benefits associated with this Agreement. The County makes no representations and assumes no duties or obligations as to third parties concerning the terms of this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the County and Tenant have caused this Agreement to be executed.

TENANT

_____
Signature of Tenant

_____
Name of Tenant

_____
Date of Tenant's Signature

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____.

Personally Known ☐
Produced Identification ☐ Type of Identification:
☐ *Did* ☐ *Did Not* Take an Oath

_____
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

NOTARY STAMP

MIAMI-DADE COUNTY

By: _____
Name: _____
Title: County Mayor or Designee
Date: _____

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, as _____ of Miami-Dade County, Florida.

Personally Known ☐
Produced Identification ☐ Type of Identification:
☐ *Did* ☐ *Did Not* Take an Oath

_____
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

NOTARY STAMP