REGULAR MEETING
NORTHWEST-PROGRESSO-FLAGLER HEIGHTS REDEVELOPMENT ADVISORY BOARD

August 9, 2022 - 3:00 PM

City Hall – 8th Floor Conference Room

100 North Andrews Avenue
Fort Lauderdale, Fl. 33301

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i.	Call to Order/Roll Call Quorum	Rhoda Glasco F. Chair
ii.	Approval of Minutes □ 7.12.2022 Minutes	NPF CRA Board
iii.	Project Funding Update	Vanessa Martin CRA Business Manager
iv.	Funding Request – Broward Partnership for the Homeless, Inc. - Seven on Seventh Mixed Use Affordable Housing Project 920 NW 7th Avenue – Streetscape Enhancement Program - $285,000.	CRA Staff
v.	Request to Award and Additional $416,900 from the CRA Property and Business Improvement Program (PBIP) to American Legion Robert Bethal Post 220, Inc. for Substantial Renovation and Expansion of the American Legion Post 220 at 1455 Sistrunk Boulevard.	CRA Staff
vi.	Communication to CRA Board of Commissioners	NPF CRA Board
vii.	Old/New Business	
viii.	Public Comments	
ix.	Adjournment	

THE NEXT REGULAR NPF-CRA MEETING WILL BE HELD, **Tuesday, September 13, 2022.**

Purpose: To review the Plan for the NPFCRA and recommend any changes to the Plan. To make recommendations regarding the exercise of the City Commission's powers as a community redevelopment agency in order to implement the Plan and carry out and effectuate the purposes and provisions of Chapter 61-2165, Laws of Florida and Section 163.330 through 163.450, Florida Statutes in the NPFCRA. To receive input from members of the public interested in redevelopment of the NPFCRA and to report such information to the City Commission.

Note: If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Anyone needing auxiliary services to assist in participating at the meeting should contact the City Clerk at (954) 828-5002 two days prior to the meeting.

Note: *Advisory Board members are required to disclose any conflict of interest that may exist with any agenda item prior to the item being discussed.*

Note: *Advisory Board members should disclose any discussions or site visits to any project that come before the Advisory Board for a recommendation.*

Note: *Two or more Fort Lauderdale City Commissioners or Members of a City of Fort Lauderdale Advisory Board may be in attendance at this meeting.*

CITY OF FORT LAUDERDALE

DRAFT

REGULAR MEETING MINUTES
NORTHWEST-PROGRESSO-FLAGLER HEIGHTS REDEVELOPMENT ADVISORY BOARD
CITY OF FORT LAUDERDALE
JULY 12, 2022 – 3:00 P.M.
FORT LAUDERDALE, FLORIDA

		Cumulative Attendance June 2022-May 2023	
Board Members	**Attendance**	**Present**	**Absent**
Rhoda Glasco Foderingham, Chair [via Zoom]	P	1	0
Dylan Lagi, Vice Chair	P	1	0
Leann Barber	A	0	1
Sonya Burrows	P	1	0
Kenneth Calhoun	P	1	0
Lisa Crawford	P	1	0
John Hooper	A	0	1
Michael Lewin	A	0	1
Steffen Lue	A	0	1
Lorraine Mizell	P	1	0
Christopher Murphy	P	1	0
Alfredo Olvera	P	1	0
John Quailey	P	1	0

Staff

Lizeth DeTorres, Sr. Administrative Assistant
Clarence Woods, III, NPF CRA Manager
Bob Wojcik, Housing and Economic Development Manager
Eleni Ward Jankovic, Project Coordinator
Vanessa Martin, NPFCRA Business Manager
Jamie Opperlee, Prototype Inc. Recording Secretary

Public

Beverly Chambers, Historic Dorsey Riverbend
Roosevelt Bradley, Elite Equity Development
Nicole Bradley, Elite Equity Development
Abraham Hollist, Optimal Health
Kristen Hollist, Optimal Health
Elon Metoyer, Housing Trust Group
Dilia Tabora, Housing Trust Group
Greg Brewton, GBA
Axel Rivera Leon, Cornerstone Group
Matt Walters
Kenrith Lawrence, Food Friends Catering
Patricia Urquiaga, Food Friends Catering
Myrna Loy, Food Friends Catering

Currently there are 13 appointed members on the Board, which means seven (7) would constitute a quorum.

I. Call to Order/Roll Call Chair Foderingham

Vice Chair Lagi called the meeting to order at 3:01 p.m. and roll was called.

II. Approval of Minutes NPF CRA Board

- May 10, 2022 Minutes

Motion by Mr. Calhoun, seconded by Ms. Crawford, to approve the minutes of May 10, 2022. In a voice vote, the motion passed unanimously.

III. FY 2023 Budget Recommendation Vanessa Martin

Ms. Martin reported an increase in the TIFF revenue this year, as well as an increase in available incentives for projects, which was $16 million.

Motion by Ms. Crawford, seconded by Mr. Quailey, to approve the 2023 budget. In a roll call vote, the motion passed unanimously.

[Agenda items were heard out of order.]

VI. RFP Solicitation #12642-925 – Purchase and Development of CRA Property – Acceptance of the Ranking of the RFP Evaluation Committee and Recommendation to Negotiate a Development Agreement with the Top Ranker Proposer for Approval by the CRA Board CRA Staff

Mr. Wojcik said the City had issued the RFP for development of this CRA property. He described the location and said it was the last large CRA site on Sistrunk Boulevard and surrounded the Westside Gazette on three sides. It was zoned a combination of NW Regional Activity Center, Mixed Use and Residential Multifamily Medium Density. The property had been appraised for $1,245,000. The RFP requires proposers to submit a purchase offer for the entire site and an application for CRA funding if requesting CRA incentives for the project. Six had been submitted. The Evaluation Committee had rated the proposals and narrowed them to three: Sistrunk View LLC, Urban Point Developers and Fuse Group. The rankings in order of preference were: 1. Sistrunk View LLC; 2. Urban Point Developers and 3. Fuse Group.

Mr. Wojcik stated Sistrunk View LLC proposed an attractive, affordable housing development called Sistrunk View, with 106 apartments, 10,000 square feet of amenity space, 5,700 square feet of commercial space and 111 parking spaces. He said 100% of the units would be affordable, with 16 units for 30% AMI renting for $510-$612 per

month; 42 units for 60% AMI, renting at approximately $1,025 per month and 48 units for 70%- 80% AMI renting for $1,190 - $2,600 per month. The affordability period was 50 years.

Mr. Wojcik described the amenities in the units and the common areas. He added that the developer would attain Leadership in Energy and Environmental Design [LEED] certification for the development. Mr. Wojcik reported 30% of all jobs would be reserved for CRA residents.

Mr. Wojcik stated the developer was offering build-out for tenants of the 5,700 square feet of commercial space on the ground floor. The space was also available to the CRA to lease at approximately $12 per square foot, that the CRA could then sublease to small businesses at a profit, providing an income stream.

Mr. Wojcik discussed the economic benefits of the project. He said this was a $34 million project, utilizing 4% non-competitive tax credits, a $19 million construction loan and $10,500,000 permanent loan. The developer was requesting a $5 million "non-forgivable" loan, fully paid back loan at 1% annual interest over 30 years. The developer would pay $63,000 per year in interest, to total over $1.5 million over the course of the loan. At maturity, the CRA would receive the $5 million, plus $1.3 million, as well as $390,000 in interest from the seller's note. He stated this was the first project for which the CRA would be fully repaid, with interest.

Mr. Wojcik stated this developer was highly experienced, with 50 housing developments in Florida and two in Flager Village: Village View and Village Place.

Mr. Wojcik recommended the Board make a recommendation that the CRA accept the ranking of the Evaluation Committee, accept the proposal from Sistrunk View LLC and negotiate a development agreement with them for the Sistrunk View project.

Dilia Tabora, Housing Trust Group, gave a presentation on the project, a copy of which is attached to these minutes for the public record.

Greg Brewton, Greg Brewton and Associates, continued the presentation and stressed their commitment to hiring locally, which exceeded the County's goals. He said they provided employment opportunity and careers, so workers would be able to branch out on their own later and create more economic opportunity. Roosevelt Bradley, Elite Equity Development, said they ensured a better quality of life in all their housing. Ms. Tabora completed the presentation.

Chair Foderingham joined the meeting via Zoom at 3:24.

Mr. Murphy asked how the current inflationary/recessionary environment may affect financing. Elon Metoyer, Housing Trust Group, said they were very good at finding

alternative financing. They may apply to the County or State for additional funds if operating costs kept increasing.

Ms. Burrows asked what would happen to the West Side Gazette and Mr. Bradley said they had approached the West Side Gazette about improving the site, but they did not want any changes. Nicole Bradley stated they had proposed including the West Side Gazette and providing space in the development but they had declined. Ms. Tabora said they had considered the West Side Gazette in the design options. Mr. Bradley stated the West Side Gazette wanted their building to stay exactly as it was.

Vice Chair Lagi was thankful that retail had been included in the project.

Motion by Mr. Calhoun, seconded by Mr. Olvera, to grant the funding request. In a roll call vote, the motion passed 8-0.

IV. Funding Request – Optimal Health Pharmacy CRA Staff
1409 NW 6th Street, Fort Lauderdale, FL 33311
$293,000 Property and Business Improvement Program

Ms. Ward said the pharmacy was in the L.A. Lee YMCA/Mizell Community Center and offered educational resources and counseling as well as prescriptions. It was owned by Drs. Abraham and Kristen Hollist. She pointed out that there were no other pharmacies in this area now. The owners intended to create at least seven jobs for professionals and paraprofessionals.

Ms. Ward said the doctors currently had a business location in Miami Gardens. That location combined alternative and traditional medicine.

Ms. Ward stated this was a $325,000 project cost and they were requesting 90%: $293,000.

Dr. Kristen Hollist said their son had sickle cell disease and this had prompted them to investigate alternative medicine, nutrition, supplements, and lifestyle modifications for his treatment. Dr. Abraham Hollist said he was from Nigeria and noted that 70% of sickle cell disease victims in the world were Nigerians. He said he had taken a holistic approach to address his son's sickle cell disease and had developed Optimal Health to offer a holistic healthcare approach to everyone. Dr. Hollist said the pharmacy would be a non-profit that helped people who could not afford the copays. They also offered food assistance to keep the community healthy. He stated they also had two psychiatric doctors at the Miami Gardens site.

Dr. Kristen Holist said this would be a second location, with a pharmacy and social services component. It would not have a medical component because they were right next to Holy Cross clinic.

Mr. Calhoun asked about funding and Dr. Kristen Holist replied their non-profit foundation had a 340B, which allowed them to purchase discounted medications to serve the underprivileged community.

Ms. Crawford asked about social services and Dr. Kristen Holistic explained their medical center, pharmacy, and foundation in Miami Gardens. The social services employees totaled seven in Miami Gardens. Dr. Abraham Holist said they currently had over 100 psychiatric patients.

Mr. Murphy asked the timeline for the project and Dr. Kristen Holist said they wanted to begin construction by August and complete it by January 2023. She said the YMCA had worked with them to make this possible, and Mr. Woods said this included rent of approximately $18 per square foot from the YMCA.

Beverly Chambers asked about the mental health component and Dr. Abraham Holist said the foundation and pharmacy would be at this location and they could use telehealth for psychiatric patients. He noted this was adjacent to Holy Cross, which had an outpatient clinic. Dr. Kristen Hollist stated the foundation provided linkages to care, which they would make available.

Motion by Ms. Crawford, seconded by Mr. Murphy, to grant the funding request as presented. In a roll call vote, the motion passed 8-0.

V. Funding Request – Food Friends Restaurant and Catering CRA Staff
1310 NW 6th Street, Fort Lauderdale, FL 33311
$1,125,000 Development Incentive Program

Ms. Ward said the developer was requesting $1,125,000 under the Development Incentive program. This business had been established by Kenrith Lawrence, who had a master's degree in hospitality and had many years' experience as a chef. Patricia Urquiaga, his business partner, had a master's degree in business and 14 years' experience in business management. She would manage daily operations, human resources, market sales and other aspects. Food Friends Catering specialized in southern comfort foods, as well as Latin, Caribbean, and Asian foods. Ms. Ward said they wished to expand into a sit-down restaurant and would offer a diverse menu from meats to vegan. Their goal was to create at least 19 employment opportunities and to hire from the CRA area. They would offer staff training and offer jobs to those needing a second chance. The project renovation cost was estimated to be $1.3 million: and the CRA request represents 86% of the cost the developer will pay for additional equipment cost. The property owner, NWRD LLC, is also contributing approximately $194,000.

The property owner had already paid for some of the architectural costs, demolition, site clean-up, the support beams and roof trusses. Ms. Ward remarked this building was in severe need of rehabilitation.

Mr. Lawrence described his childhood, when he developed his love for cooking with his family. He said Food Friends had catered over 200 events and their clients included Amazon, the Adrienne Arsht Center, the Alvin Ailey Dance Company, Guardian Pharmacy, Citrus Healthcare Network and Broward County Schools. He had a master's degree in hospitality management and a bachelor's degree in social work. He also did volunteer work in Broward County schools.

Ms. Urquiaga said she had been in the industry for 13 years. She had a master's degree in business analytics and entrepreneurship, as well as a bachelor's degree in international business. She also did volunteer work in the community.

Ms. Urquiaga and Mr. Lawrence provided a Power Point presentation, a copy of which is attached to these minutes for the public record.

Myrna Loy, Mr. Lawrence's mother, said she had retired from Bell South and opened her own business and then a restaurant in 2014 that had been very successful. She stated they loved to work with the community.

Mr. Murphy loved the proposal but he was having trouble with the $1 million request in a market that may be saturated and in the current economic environment. Mr. Lawrence said they had a very strong team, with their restaurant developer and their relationship to the James Beard Foundation. He said they wanted to bring a business that was a prototype for other businesses. He stated they had estimated costs a bit higher, in light of the current economic environment.

Greg Brewton, property owner, said they were requesting the funds for the build-out to modernize the building. He said they had focused on local talent, individuals who were committed to the community.

Mr. Woods pointed out that the building was just four walls now. He stated it was important to maintain some older structures in the community and rehabilitate them instead of tearing them down. Regarding the large request, he felt it would be well worth it to realize this vision. He stated the property owner and business owners would actually contribute 20%.

Ms. Crawford asked the timeline of the project and Mr. Lawrence said they anticipated it would take 18 to 24 months. Ms. Crawford asked about the menu and whether there would be entertainment. Mr. Lawrence said their menu would include vegan options, steaks, and braised meat as well as "elevated southern comfort" food. Ms. Urquiaga said they were considering testing out new menu items each month. Mr. Lawrene said they were considering jazz nights and fraternity nights with entertainment.

Ms. Burrows asked if they had looked at available space ready for build-out and Mr. Lawrence said they had looked at other properties but none had worked out. Ms. Urquiaga said their initial plan had been to lease, but they really liked this building.

Ms. Mizell asked about the liquor license and Mr. Lawrence said with over 150 seats, they would qualify for a 4COP full liquor license.

Mr. Murphy asked how the funds would be paid out and Mr. Woods said it would be during the project build-out for progress in place. Mr. Murphy asked about funding for operational expenses and Ms. Urquiaga said they would also get a loan for operational expenses. Mr. Lawrence stated they also owned a rental property they could mortgage if necessary. Ms. Urquiaga and Mr. Lawrence referred to their presentation financials and reviewed expenses.

Motion by Ms. Crawford, seconded by Mr. Olvera, to grant the funding request. In a roll call vote, the motion passed 5-3 with Ms. Burrows, Mr. Murphy and Mr. Calhoun opposed.

VII. Communication to CRA Board of Commissioners CRA Staff

None

VIII. Old/New Business

Ms. Burrows requested the update that Mr. Woods given to the CRA Board and he agreed to provide it. She also wanted updates on projects the Board had approved but Mr. Woods said virtually every Board-approved project went to the CRA Board and he would provide this list.

Mr. Murphy pointed out that the land appraisal for the first project was from last October and noted the increase in property values since then. Mr. Woods said the developer was paying more than the appraised value.

Mr. Calhoun asked what would happen if a business failed after receiving funds, and Woods said a new tenant would get the benefit of any rent restriction for whatever time was left on the agreement.

Board members and Mr. Woods discussed the Food Friends request and Mr. Woods noted how important it was to retain older buildings in the neighborhood. He added that the City would get increased revenue from the taxes on the improved building. He reminded the Board that the CRA's mission was to eliminate blight in the neighborhood.

IX. Public Comments

None

X. Adjournment

There being no further business to come before the Board at this time, the meeting was adjourned at 5:32 p.m.

The next regular NPF-CRA meeting will be held, **Tuesday –August 9, 2022.**

Any written public comments made 48 hours prior to the meeting regarding items discussed during the proceedings have been attached hereto.

NORTHWEST PROGRESSO FLAGLER HEIGHTS CRA – ASSIGNED, BUT NOT STARTED AS OF 08/01/2022 (FY2017- FY2022)

VENDOR/PROJECT	OBJECTIVE	Milestone	Start Date	End Date	Total Investment Costs	Total CRA Award	Total Approved Encumbrance as of FY22	DATE Awarded	Commission Agenda Memo #	Comments
Cravemadness - Jamaican Jerk Restaurant	Signed Agreement	Milestone 1	1/8/2019	3/20/2019	$ 306,060	$ 245,000	$ 245,000	1/8/2019	19-0038	Securing updated contractors pricing.
	Purchase Order	Milestone 2	3/21/2019	5/10/2019						PO# 191225($20,000)/191226 (225,000)
	Recorded by County	Milestone 3	3/25/2019	PENDING						
	Development Review Committee Approval	Milestone 4	N/A	N/A						Additional funding needed to move forward.
	Construction Approval	Milestone 5	7/1/2019	PENDING						Funding should be identified in 90 days or CRA will move to terminate.
	Master Permit Issue/Commencement	Milestone 6	8/30/2019	PENDING						
	Temporary Certificate of Occupancy	Milestone 7	11/1/2019	PENDING						
	Certificate of Occupancy	Milestone 8	12/1/2019	PENDING						
Molly MaGuire/Irish Hospitality	Signed Agreement	Milestone 1	9/3/2019	**11/4/2019**	$ 1,433,420	$ 500,000	$ 500,000	9/3/2019	19-0840	> 90 Days Building Dept.
	Purchase Order	Milestone 2	11/26/2019	9/17/2019						PO#192075/No additional funds required by the CRA.
	Recorded by County	Milestone 3	PENDING	PENDING						
	Development Review Committee Approval	Milestone 4	N/A	N/A						Business owner will be responsible for securing contractors.
	Construction Approval	Milestone 5	PENDNG	PENDING						Construction to commence in 90 Days.
	Master Permit Issue/Commencement	Milestone 6	3/6/2020	PENDING						
	Temporary Certificate of Occupancy	Milestone 7	PENDING	PENDING						
	Certificate of Occupancy	Milestone 8	PENDING	PENDING						

VENDOR/PROJECT	OBJECTIVE	Milestone	Start Date	End Date	Total Investment Costs	Total CRA Award	Total Approved Encumbrance as of FY22	DATE Awarded	Commission Agenda Memo #	Comments
Avenue D'Arts - Comfort Suites	Signed Agreement - Being Renegotiated	Milestone 1	5/1/2022	5/31/2022	$ 17,355,795	$ 3,000,000	$ 3,000,000	5/21/2019	19-0408	Returned to CRA Board on 6/7/2022
	Purchase Order	Milestone 2	7/22/2019	9/30/2022						PO# 191638($500k), 202167 ($500k), & 210197 ($1M).
	Recorded by County	Milestone 3	PENDING	PENDING						
	Development Review Committee Approval	Milestone 4	PENDING	PENDING						
	Construction Approval	Milestone 5	PENDING	PENDING						CRA anticipates to close in 9 months. Construction to commence 30 days after closing.
	Master Permit Issue/Commencement	Milestone 6	9/24/2021	PENDING						Project to be completed within 18 months after closing.
	Temporary Certificate of Occupancy	Milestone 7	PENDING	PENDING						
	Certificate of Occupancy	Milestone 8	PENDING	PENDING						
Marglip Development	**Defund Project - Issues**	**Milestone 1**	**3/25/2022**	**9/30/2022**	**N/A**	**$ 1,500,000**	**$ 1,500,000**	**9/3/2019**	**19-0841**	**DEFUNDING - In Process**
Mount Hermon Housing	Signed Agreement	Milestone 1	5/1/2022	PENDING	$ 38,772,621	$ 640,000	$ 640,000	9/1/2020	20-0645	Pending -Vendor Registration, W9 Form, and Signed Agreement
	Purchase Order	Milestone 2	PENDING	PENDING						Parking Issue
	Recorded by County	Milestone 3	PENDING	PENDING						
	Development Review Committee Approval	Milestone 4	PENDING	PENDING						
	Construction Approval	Milestone 5	PENDING	PENDING						
	Master Permit Issue/Commencement	Milestone 6	PENDING	PENDING						
	Temporary Certificate of Occupancy	Milestone 7	PENDING	PENDING						
	Certificate of Occupancy	Milestone 8	PENDING	PENDING						

VENDOR/PROJECT	OBJECTIVE	Milestone	Start Date	End Date	Total Investment Costs	Total CRA Award	Total Approved Encumbrance as of FY22	DATE Awarded	Commission Agenda Memo #	Comments
West Village - The Adderley	Signed Agreement	Milestone 1	4/11/2022	5/31/2022	$ 103,700,000	$ 12,000,000	$ 7,500,000	1/21/2020	20-0011	Agreement Signed
	Purchase Order	Milestone 2	5/31/2022	6/20/2022						
	Recorded by County	Milestone 3	PENDING	PENDING						
	Development Review Committee Approval	Milestone 4	PENDING	PENDING						Anticipated closing, December 2022. Ground breaking estimated by 2nd quarter of 2023.
	Construction Approval	Milestone 5	PENDING	PENDING						
	Master Permit Issue/Commencement	Milestone 6	PENDING	PENDING						
	Temporary Certificate of Occupancy	Milestone 7	PENDING	PENDING						
	Certificate of Occupancy	Milestone 8	PENDING	PENDING						
Omegas Broward	Signed Agreement	Milestone 1	12/15/2020	4/26/2021	$ 400,000	$ 350,000	$ 350,000	12/15/2020	20-0939	Finalizing permit and revising drawings
	Purchase Order	Milestone 2	7/14/2021	7/14/2021						PO# 211833
	Recorded by County	Milestone 3	PENDING	PENDING						
	Development Review Committee Approval	Milestone 4	N/A	N/A						
	Construction Approval	Milestone 5	PENDING	PENDING						
	Master Permit Issue/Commencement	Milestone 6	11/18/2021	PENDING						
	Temporary Certificate of Occupancy	Milestone 7	PENDING	PENDING						
	Certificate of Occupancy	Milestone 8	PENDING	PENDING						

VENDOR/PROJECT	OBJECTIVE	Milestone	Start Date	End Date	Total Investment Costs	Total CRA Award	Total Approved Encumbrance as of FY22	DATE Awarded	Commission Agenda Memo #	Comments
Wright Dynasty LLC	Signed Agreement	Milestone 1	11/17/2020	PENDING	$ 7,116,825	$ 3,000,000	$ 2,000,000	11/17/2020	20-0849	In Design Phase - Pending signed agreement within 30 days.
	Purchase Order	Milestone 2	PENDING	PENDING						
	Recorded by County	Milestone 3	PENDING	PENDING						
	Development Review Committee Approval	Milestone 4	PENDING	PENDING						
	Construction Approval	Milestone 5	PENDING	PENDING						
	Master Permit Issue/Commencement	Milestone 6	PENDING	PENDING						Pending permit from general contractor.
	Temporary Certificate of Occupancy	Milestone 7	PENDING	PENDING						
	Certificate of Occupancy	Milestone 8	PENDING	PENDING						
GreenMills Holding	Signed Agreement	Milestone 1	10/1/2022	11/1/2022	$ 32,111,438	$ 640,000	$ -	8/17/2021	21-0723	In Design Phase
	Purchase Order	Milestone 2	PENDING	PENDING						
	Recorded by County	Milestone 3	PENDING	PENDING						
	Development Review Committee Approval	Milestone 4	PENDING	PENDING						Submitting for 9% tax credit. Second submission.
	Construction Approval	Milestone 5	PENDING	PENDING						
	Master Permit Issue/Commencement	Milestone 6	PENDING	PENDING						
	Temporary Certificate of Occupancy	Milestone 7	PENDING	PENDING						
	Certificate of Occupancy	Milestone 8	PENDING	PENDING						
TOTAL INCENTIVE PROJECTS ASSIGNED, BUT NOT STARTED as of 8.1.2022 - TIF FUNDS					**$ 201,196,159**	**$ 20,375,000**	**$ 14,235,000**			

*** Excludes Award being defunded**

CRA DEBT Assigned Projects

VENDOR/PROJECT	OBJECTIVE	Milestone	Start Date	End Date	Total Investment Costs	Total CRA Award	Total Approved Encumbrance as of FY22	DATE Awarded	Commission Agenda Memo #	Comments
909 Sistrunk Blvd - Mixed use Commercial Dev.	Signed Agreement	Milestone 1	11/16/2021	PENDING	$ 16,578,837	$ 4,000,000	$ 4,000,000	11/16/2021	21-0319	In Design Phase
	Purchase Order	Milestone 2	PENDING	PENDING						
	Recorded by County	Milestone 3	PENDING	PENDING						
	Development Review Committee Approval	Milestone 4	PENDING	PENDING						
	Construction Approval	Milestone 5	PENDING	PENDING						
	Master Permit Issue/Commencement	Milestone 6	PENDING	PENDING						
	Temporary Certificate of Occupancy	Milestone 7	PENDING	PENDING						
	Certificate of Occupancy	Milestone 8	PENDING	PENDING						
The Aldridge and The Laramore - Mixed use	Signed Agreement	Milestone 1	11/16/2021	PENDING	$ 18,570,000	$ 8,000,000	$ 8,000,000	11/16/2021	21-0321	In Design Phase
	Purchase Order	Milestone 2	PENDING	PENDING						
	Recorded by County	Milestone 3	PENDING	PENDING						
	Development Review Committee Approval	Milestone 4	PENDING	PENDING						
	Construction Approval	Milestone 5	PENDING	PENDING						
	Master Permit Issue/Commencement	Milestone 6	PENDING	PENDING						
	Temporary Certificate of Occupancy	Milestone 7	PENDING	PENDING						
	Certificate of Occupancy	Milestone 8	PENDING	PENDING						

VENDOR/PROJECT	OBJECTIVE	Milestone	Start Date	End Date	Total Investment Costs	Total CRA Award	Total Approved Encumbrance as of FY22	DATE Awarded	Commission Agenda Memo #	Comments
Victory Entertainment Complex	Signed Agreement	Milestone 1	11/16/2021	PENDING	$ 4,000,000	$ 2,450,000	$ 2,450,000	11/16/2021	21-0320	In Design Phase
	Purchase Order	Milestone 2	PENDING	PENDING						
	Recorded by County	Milestone 3	PENDING	PENDING						
	Development Review Committee Approval	Milestone 4	PENDING	PENDING						
	Construction Approval	Milestone 5	PENDING	PENDING						
	Master Permit Issue/Commencement	Milestone 6	PENDING	PENDING						
	Temporary Certificate of Occupancy	Milestone 7	PENDING	PENDING						
	Certificate of Occupancy	Milestone 8	PENDING	PENDING						
Westside Gazette - PENDING	Signed Agreement	Milestone 1	N/A	N/A	$ 10,000,000	$ 5,000,000	$ 5,000,000			Not yet submitted to the CRA Board
	Purchase Order	Milestone 2	N/A	N/A						
	Recorded by County	Milestone 3	N/A	N/A						
	Development Review Committee Approval	Milestone 4	N/A	N/A						
	Construction Approval	Milestone 5	N/A	N/A						
	Master Permit Issue/Commencement	Milestone 6	N/A	N/A						
	Temporary Certificate of Occupancy	Milestone 7	N/A	N/A						
	Certificate of Occupancy	Milestone 8	N/A	N/A						
TOTAL INCENTIVE PROJECTS ASSIGNED, BUT NOT STARTED as of 8.1.2022 - CRA DEBT					**$ 49,148,837**	**$19,450,000**	**$ 19,450,000**			

NOTES:

NORTHWEST PROGRESSO FLAGLER HEIGHTS CRA - COMPLETED Incentive Projects as of 08/01/2022 (FY 2017 - FY2022)					
Vendor	**Index Title**	**Total Encumbrance as of FY 22**	**Total Disbursement**	**Remaining Awarded Incentives**	**Comments**
Invasive Species Brewing LLC	PBIP & Comm. Façade Improvement Programs	110,353	(100,875)	9,478	PO Closed
Brody Family Investments	Comm. Façade Improvement	350,000	(288,633)	61,367	PO Closed
728 NW 7th Terrace	Comm. Façade Improvement	7,500	(7,500)	-	
723 NE 2nd Ave	Comm. Façade Improvement	15,000	(15,000)	-	
731 NE 2nd Ave	Comm. Façade Improvement	15,000	(15,000)	-	
737 NE 2nd Ave	Comm. Façade Improvement	15,000	(15,000)	-	
Rechter Holdings (913 NE 4 Ave)	PBIP & Comm. Façade & Streetscape Programs	206,267	(206,267)	-	
Moody's Insurance	PBIP & Comm. Façade & Streetscape Programs	77,500	(77,500)	-	
CHDS, LLC (1740 NW 3rd Ct)	Comm. Façade	11,300	(11,300)	-	
Italian Artisans Inc	PBIP	25,000	(25,000)	-	
Fairfield Flagler LP	Streetscape Enhancement Program	329,503	(329,503)	-	
ID Flagler Village (TRIANGLE)	Streetscape Enhancement Program	251,078	(251,078)	-	
Urban North LLC	Streetscape Enhancement Program	50,000	(50,000)	-	Urban North returned for remaining award of $8k. Total increased in FY2022
LPF Realty FL LLC	Development Incentive	1,500,000	(1,500,000)	-	
613 NW 3rd Ave LLC	Development Incentive	7,000,000	(7,000,000)	-	
**Florida East Coast Industries, LLC*		*183,820*	-	*183,820*	*Management working with vendor*
Wine Watch LLC	Development Incentive	50,000	(50,000)	-	Adjusted CAM
***All Aboard Florida Operations LLC*		*281,274*	-	*281,274*	*Management working with vendor*
Land Acquisition 2 Properties	Property Tax Reimbursement Program	190,000	(190,000)	-	
Land Acquisition 55 Properties	Property Tax Reimbursement Program	612,291	(612,291)	-	
Land Acquisition	Property Tax Reimbursement Program	60,000	(60,000)	-	
Circle House Coffee	PBIP & Comm. Façade	187,772	(187,772)	-	
JRs Automotive & Performance	Comm. Façade Improvement	44,493	(44,493)	-	
IHL Properties	Comm. Façade Improvement	50,000	(50,000)	-	

Rechter Progresso 837 LLC	PBIP	50,000	(50,000)	-	
Rechter Progresso 835 LLC	PBIP	50,000	(50,000)	-	
Dales Properties and Tires	Comm. Façade & PBIB	350,000	(352,672)	(2,672)	PO Closed
1134 LLC (Smitty's Wings)	PBIP & Comm. Façade	450,000	(445,873)	4,127	PO Closed
McClinton Holdings	PBIP	100,000	(100,000)	-	
North West 6th Investments LLC (SISTRUNK MARKET)	Development Incentive	1,400,000	(400,000)	1,000,000	First Amendment - Sec. 2. Paragraph 6.02; Contingencies 1-3. Payment 1 made by wire transfer. Payment 2 requested on 6.15.2021
East Fort Lauderdale Rentals (Startups)		350,000	(350,000)	-	
Orchestrated Brewers, LLC	PBIP & Comm. Façade	79,778	(79,778)	-	
Batch Cookies, LLC	PBIP	21,000	(21,000)	-	
*Sweeting Estates - Painting & Landscaping FY20	Residential Façade & Landscaping	-	(216,326)	(216,326)	$7500 per homeowner
*Sweeting Estates - Painting & Landscaping FY21	Residential Façade & Landscaping	-	(155,130)	(155,130)	$7500 per homeowner
Home Beautiful/Durrs Community - Painting & Landscaping FY21	Residential Façade & Landscaping	-	(120,366)	(120,366)	$5,000 per homeowner
Home Beautiful/Durrs Community - Painting & Landscaping FY22	Residential Façade & Landscaping	-	(101,746)	(101,746)	$5,000 per homeowner
*Emergency Business Assistance FY20	Emergency Business Assistance	-	(145,000)	(145,000)	$10,000 per small business
*Emergency Business Assistance FY21	Emergency Business Assistance	-	(300,000)	(300,000)	$10,000 per small business
Rebuilding Together Broward - FY21	Residential Rehab Forgivable Loans	255,000	(255,000)	-	Final 4th quarter payment disbursed on 2/17/2021
FPA II LLC (The Pharmacy Project)	Comm. Façade Improvement	748,500	(748,500)	-	Wire sent 4.9.2021
Shipmonk - BEDA BOX	PBIP	$ 221,917	-	221,917	Work completed. Pending proof of job creation prior to making payment
Numerous Applicants - Purchase Assistance Program	Purchase Assistance Program - not to exceed $495,000	$ 315,000	$ (270,000)	45,000	3 Applicants approved in FY2020; 3 additional approved in FY21 at $45,000 per applicant. CAM 16-0556 and CAM 18-0192
River Gardens Townhomes	Development Incentive	$ 1,500,000	$ (1,500,000)	-	Funds disbursed to Escrow Agent- Final transaction (interest balance returned to CRA on 3.2.2022)
Boodhwattie Persaud (BLACKSTAR)	PBIP	$ 122,500	$ (119,984)	2,516	An additional $22,500 was awarded in FY21 to finalize project. Final payment made on 3.14.2022. 100% Complete
Jack and Jill	Development Incentive	$ 2,000,000	$ (1,000,000)	1,000,000	Pending Certificate of Occupancy prior disburse 2nd payment per agreement. - See agreement per future encumbrances (FY2023 $500K)

Blue Tree Café	PBIP	$ 295,695	$ (253,031)	42,664	Hard costs documentation submitted. - Submitted a change order increase to complete project from $225,000 to $295,695 on 6.7.2022.
BH3 DJ Flagler	Comm. Façade Improvement & PBIP	$ 350,000	(350,000)	-	Work completed, in FY21. Final payment made late due to request to modify restrictive covenants.
YMCA Demolition	Development Incentive	$ 600,000	$ (645,557)	(45,557)	Received $40K to assist with costs.
Knallhart - Abby	Comm. Façade & PBIP	$ 275,000	$ (275,000)	-	Certificate of occupancy received and final payment disbursed - FY 2022
Continuation & Expansion - Rebuilding Broward FY22	Residential Rehab Forgivable Loans	$ 300,000	$ (295,000)	5,000	Final Payment Disbursed on 4.25.2022
Flagler Village Hotel (315 Flagler Village)	Streetscape Enhancement Program	$ 329,933	$ (329,933)	-	The Dual Branded Hotel is complete. Payment disbursed on 4.26.2022
Provident Fort Lauderdale LLC	Comm. Façade Improvement	$ 420,000	$ -	420,000	Updated amended amount per signed agreement. Pending Certificate of Occupancy & Closing Documents.
Flagler Village Land Trust (Quantum)	Streetscape Enhancement Program	$ 500,000	$ -	500,000	Structurally complete.
Patio Bar & Pizza LLC	Incentive Program	$ 225,000	$ (224,994)	6	Final Payment Disbursed on 6.30.2022
TOTAL INCENTIVE PROJECTS COMPLETED as of 8/1/2022		**$ 22,932,474**	**$ (20,242,102)**	**$ 2,690,372**	

*Projects completed/projected to be completed in FY2022

*Structurally completed incentive projects completed in FY2021

Completed log updates provide an internal fiscal account of NPF CRA awarded/encumbered funds and total disbursement spend to date. Some incentive projects pending completion remain on the "in progress" log and may not be reflected on the completed log until justification and sign offs are received.

NORTHWEST PROGRESSO FLAGLER HEIGHTS CRA - IN PROGRESS Incentive Projects as of 08/01/2022 (FY2017 - FY2022)								
Vendor	**DATE Awarded**	**Commission Agenda Memo #/Agreement /Administrative Approval**	**Index Title**	**Total Award**	**Total Encumbrance as of FY 22**	**Total Disbursement**	**Remaining Awarded Incentives**	**Comments**
Young Men's Christian Association of S Fla (YMCA)	8/22/2017	17-0875	Development Incentive	$ 10,000,000	$ 7,689,308	$ (6,250,000)	$ 1,439,308	Construction in Progress. Received Certificate of Occupancy on 5.25.2022. Disbursed 1st payment 6.23.2022
Solid Soccer LLC	**10/3/2017**	**17-0938**	**PBIP**	**$ 225,000**	**$ 225,000**	**$ -**	**$ 225,000**	**Defunding in Process**
801 NW 1st Street	4/2/2019	Agreement	Comm. Façade & PBIP	$ 85,678	$ 85,678	$ (56,811)	$ 28,867	PBIP Development - Not yet started. Developer is in communications with the building department to close out one remaining permit. After which, invoice will be submitted.
Robert Bethel American Legion Post 220	8/20/2019	19-0714	Comm. Façade Improvement & PBIP	$ 350,000	$ 350,000	$ (41,927)	$ 308,074	Drawings approved at building department awaiting bidding process.
401 NE 8th Street	2/6/2019	Agreement	PBIP, Comm. Façade & Streetscape Enhancement Programs	$ 163,460	$ 163,460	$ (31,247)	$ 132,213	PBIP portion has not yet received an invoice.
Rhythm 2.0	8/4/2019	Agreement/CAM 22-0038	Comm. Façade & PBIP	$ 350,000	$ 350,000	$ (24,558)	$ 325,442	Architectural drawings and permit process is complete. Business owner received two (2) bids, pending 3rd award to proceed. Returned to the CRA Board 5/3/22 for an additional $75K Façade/$125K PBIP (approved).
Sistrunk Station/Market	11/5/2019	19-1029	Comm. Façade & PBIP	$ 350,000	$ 350,000	$ (262,500)	$ 87,500	Construction in Progress - 80% completed
V & R Enterprises	11/5/2019	19-1068	Comm. Façade & PBIP	$ 350,000	$ 350,000	$ (8,593)	$ 341,408	CRA will terminate in 6 months if funding requirement is not met.
Hoover Products Inc	5/7/2019	19-0302	Development Incentive	$ 1,100,000	$ 1,100,000	$ (880,860)	$ 219,140	Payments 1-4 disbursed - 75% completed.
Junny's Restaurant - Donna's Carr.	10/6/2020	20-0654	PBIP	$ 325,000	$ 325,000	$ (224,486)	$ 100,514	Payments 1-3 disbursed - Developer submitted request for $35k increase for cost overruns. Increased from $290K to $325K - 70% completed.
Broward College	12/2/2020	20-0856	PBIP	$ 1,000,000	$ 500,000	$ -	$ 500,000	No Construction/ $500k Scholarships & $500K Equipment
1551 Sistrunk Blvd for B& D Trap	11/5/2020	20-0812	Comm. Façade Improvement & PBIP	$ 350,000	$ 350,000	$ -	$ 350,000	Demolition completed. Construction documents submitted to building department.
Thrive Development Group	7/9/2019	19-0625	Development Incentive	$ 2,990,375	$ 2,990,375	$ (2,000,000)	$ 990,375	Payment 1, 2 &3 paid as of August 2022.
TOTAL INCENTIVE PROJECTS IN PROGRESS as of 8.1.2022				**$ 17,639,513**	**$ 14,828,821**	**$ (9,780,980)**	**$ 5,047,841**	

* PBIP - Property & Business Improvement

by the CRA, then the CRA would receive incremental revenue on around January 1, 2022.

Based on the 2016 projections of assessed value for the Project, the pay out for year 1 is $361,450 for year 2 is $372,294, for year 3 is $383,463 and for year 4 is $394,966 for an estimated total of $1,512,173. However, the total payments shall not exceed $1,711,020. No payment would be made in year 5 since the life of NW CRA will have expired.

MEMORANDUM

DATE: August 9, 2022

TO: NPF CRA Advisory Board Members

FROM: Clarence E. Woods III, NPF CRA Manager

BY: Bob Wojcik, Housing and Economic Development Manager

SUBJECT: Funding Request – Broward Partnership for the Homeless, Inc
Seven on Seventh Mixed Use Affordable Housing Project – 920 NW 7th Avenue - Streetscape Enhancement Program - $285,000

FUNDING REQUEST

The Northwest -Progresso-Flagler Heights Community Redevelopment Agency (NPF CRA) has received an application from the Broward Partnership for the Homeless, Inc ("Developer") for a forgivable loan in the amount of $285,000 for streetscape improvements for the Seven On Seventh Mixed Use Affordable Housing project located at 920 NW 7th Avenue. A Location Map and Application for Funding is attached as **Exhibit 1 and 2.**

BACKGROUND

Seven on Seventh is a new construction, mixed use affordable housing development that is under construction. The construction of the eight story residential tower, amenities and a structured parking garage is about 45% complete. The development will include seventy-two (72) rental units, building amenities, new case worker offices and parking facilities for the community. The unit mix will include seven (7) studio/one bath units, fifty-seven (57) one bedroom/one bath units and eight (8) two bedroom/two bath units. Amenities include community room, fitness center, game room, computer lab/business center, terrace and interactive library, well appointed residences, SEER rated appliances, energy efficiency certification, secured key fob access, structured parking for both residents and staff, retail and open promenade space and professional on site third party property management. This will be an affordable housing community where 50% of the units will be reserved for formerly homeless individuals, many of whom are clients of Broward Partnership for the Homeless. Rents are targeted to tenants that make between 28% to 60% AMI (Area Median Income) with projected rents for a studio apartment from $377 to $877 per month, one bedroom/one bath units from $398 to $933 per month and two bedroom/two bath units from $398 to $1119 per month. The project is being constructed on the existing surface parking lot of Broward Partnership for the Homeless Central Huizenga Campus on Seventh Avenue, just south of Sunrise Boulevard and is zoned Northwest Regional Activity Center Mixed Use East. (NW RAC-MUe). The Broward Partnership for the Homeless has granted a 99 year land lease to Seventh on Seventh, Ltd for the project.

The Development team consist of Green Mills Holding, LLC and Broward Partnership for the Homeless, Inc. who are co-developing and jointly own Seven on Seventh. Green Mills is a Fort Lauderdale based developer and the company and it's principals have managed the development and financing of over seventy residential communities representing more than 7,000 apartments and $1 billion in total development costs. They have developed similar properties throughout the State, and recently completed and leased Silver Creek, a 90 unit mixed use affordable Housing Community in Miami-Dade County. They have extensive experience in working with various public and private funding sources and have one of the Florida's highest competitive Low Income Housing Tax Credit application success rates and have never failed to close a transaction.

Funding or the $28 million project consists of $20.675 million in Low Income Housing Tax Credit Equity -Raymond James Tax Credit funds from their successful 2020 application and award by the Florida Housing Finance Corporation of competitive 9% Low Income Housing Tax Credits (LIHTC) from a specialized LIHTC round focused on supportive housing for formerly homeless individuals. Florida Housing has also provided a $5.410 million State Apartment Incentive Loan (SAIL) and ELI funding. Broward Partnership for the Homeless, a 51% partner in the development has also provided $1,000,000 loan to the project and Fifth Third Bank has committed a $7.78 million construction loan. Project Proforma/Sources and Uses is attached as **Exhibit 3.** The CRA's $285,000 forgivable loan is currently projected to equal approximately 2% of the total development cost. However, this contribution is a critical component that will help bridge the funding gap in the development budget for cost escalations for material and labor they have experienced on this project along with increased Florida Power and Light Company cost from a pole relocation. As a result of material shortages and the construction cost climate, there are approximately $1 million in pending change orders impacting on the development budget with only includes a hard cost contingency of approximately $845,000.

The total Streetscape Improvement cost is currently estimated at $476,345. In the CRA Focus area which includes the location of the Project, The Streetscape Enhancement Program can pay for up to 90% of the streetscape cost. Project Plans, Budget and Cost Breakdown is attached as **Exhibits 4 and 5**.

Broward County and he City of Fort Lauderdale are in dire need of affordable housing units, not only for the homeless population, but for other families needing affordable housing. CRA funds will help build a beautiful, safe, and thriving community within Fort Lauderdale that helps address the affordable housing shortages in Broward County.

CONSISTENCY WITH THE NPF CRA COMMUNITY REDEVELOPMENT PLAN

The Redevelopment Program seeks to preserve and expand affordable housing, commercial development and job opportunities. The NPF CRA Community Redevelopment Plan is designed in part to stimulate private development of areas. The Project is consistent with NPF CRA Plan which provides for direct physical improvements to enhance the overall environment, improve the quality of life, promote public private

partnerships, and investment in the area. In addition, per the Future Land Use Plan and CRA Plan, redevelopment and housing opportunities for low, very low, and moderate income household within the Northwest CRA should be encouraged.

RECOMMENDATION

It is recommended the CRA Advisory Board approve a Motion recommending that CRA Board approve funding in the amount of $285,000 from the Streetscape Enhancement Program to the Broward Partnership for the Homeless, Inc. for the Seven on Seventh affordable housing project.

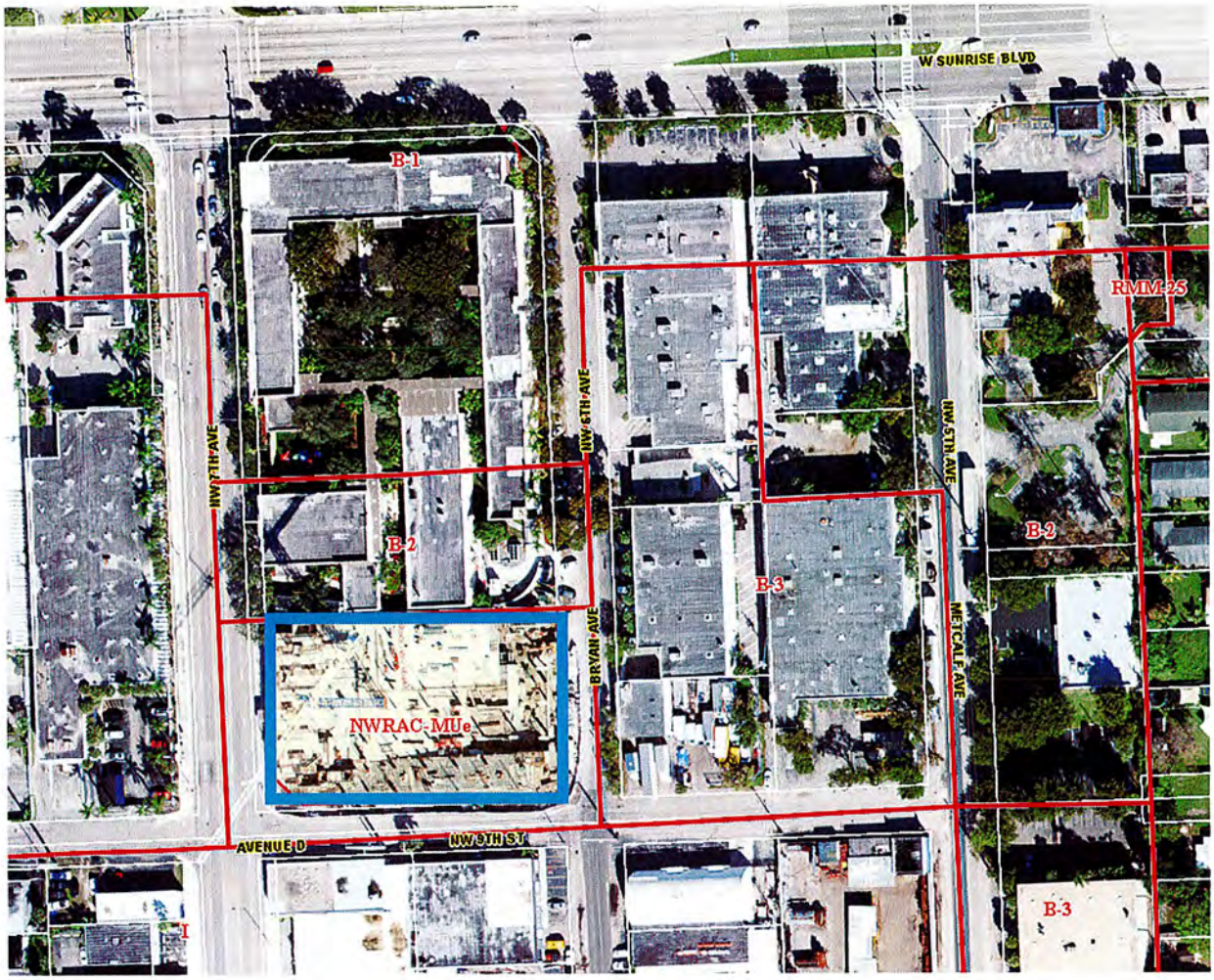
BW/CEW

Attachments

Exhibit 1 – Location Map/Concept Renderings/Current Conditions
Exhibit 2 – Application for Funding /Information on Developer
Exhibit 3 – Project Proforma/Sources and Uses
Exhibit 4 – Project Plans
Exhibit 5 – Project Budget

EXHIBIT 1

LOCATION MAP



Seven on Seventh

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	NW 7 AVENUE, FORT LAUDERDALE FL 33311
Property Owner	BROWARD PARTNERSHIP FOR THE HOMELESS INC
Mailing Address	920 NW 7 AVE FORT LAUDERDALE FL 33311-7229

ID #	4942 34 05 9750
Millage	0312
Use	28-01

Abbr Legal Description	PROGRESSO 2-18 D LOTS 19-23; LOTS 26-30 LESS W 15 THEREOF; LOT 24 LESS S 5; LOT 25 LESS S 5 AND W 15; S 15 OF LOT 18; S 15 OF LOT 31 LESS W 15; 7.5 FT PLAT RESERV FOR ALLEY ALG REAR OF SAID LOTS; LESS POR OF RIGHT OF WAY IN OR 28819/1096 ALL OF BLOCK 204

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2022 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2022*	$526,380	$59,150	$585,530	$585,530	
2021	$526,380	$59,150	$585,530	$585,530	$2,112.87
2020	$485,890	$62,300	$548,190	$548,190	$2,112.87

2022* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$585,530	$585,530	$585,530	$585,530
Portability	0	0	0	0
Assessed/SOH	$585,530	$585,530	$585,530	$585,530
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 34-09	$585,530	$585,530	$585,530	$585,530
Taxable	0	0	0	0

Sales History

Date	Type	Price	Book/Page or CIN
1/9/2019	QCD-T		115553689

Land Calculations

Price	Factor	Type
$13.00	40,491	SF
Adj. Bldg. S.F. (Card, Sketch)		

Special Assessments

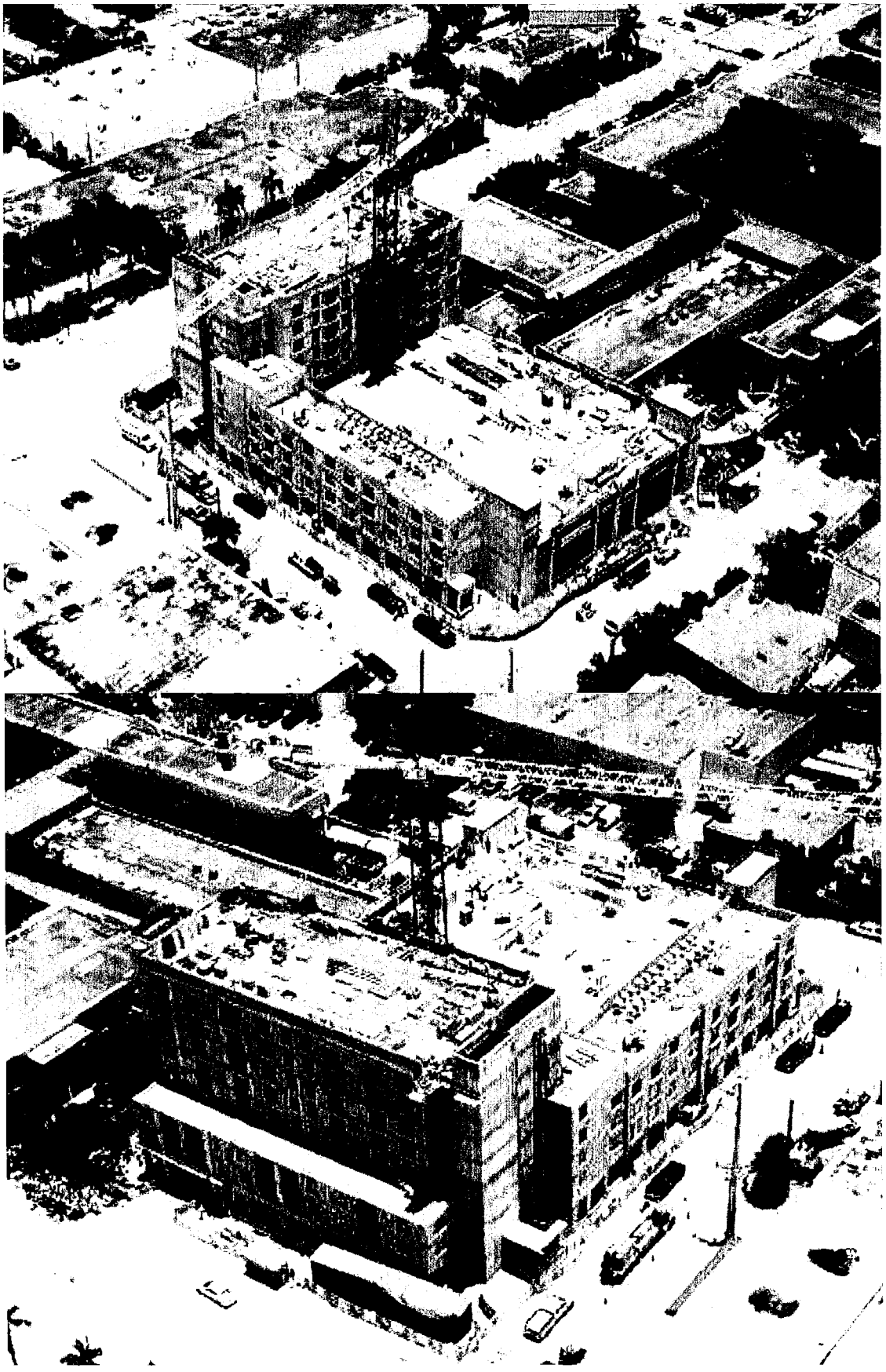
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03						F2		
L								
1						40491		

SEVEN ON SEVENTH
CONCEPT RENDERINGS



SEVEN ON SEVENTH

CURRENT CONDITION



275

EXHIBIT 2



SEVEN ON SEVENTH

FORT LAUDERDALE CRA

APPLICATION FOR INFRASTRUCTURE/ROW FUNDING
JUNE 27, 2022

BROWARD PARTNERSHIP
The road to health, jobs & homes for the homeless

GREEN MILLS
BUILDING COMMUNITIES

1



TAB 1

APPLICATION FOR CRA FUNDING ASSISTANCE
-SUPPLEMENT SHEET

CITY OF FORT LAUDERDALE

Community Redevelopment Agency

APPLICATION FOR CRA FUNDING ASSISTANCE

Name of Principal Owner in Charge	Tel. No.	E-Mail Address
Frances Esposito	(954) 779-3990	FEsposito@bphi.org
Primary Contact for this CRA Request	Tel. No.	E-Mail Address
Oscar Sol	305 898 2188	osol@greenmillsgroup.com
Name of Business	Tax I.D. No.	Company Website
Broward Partnership for the Homeless	65-0777033	https://www.bphi.org
Business Address	Tel. No.	Fax No.
920 NW 7th Ave		
City	State	Zip Code
Fort Lauderdale	FL	33311

Commencement Date to Begin Project: July 2021

Completion Date for Project: December 2022

Check Appropriate Description	Project Type	Facility Description
↑Existing Business [x]	↑Expansion [x]	Existing Space _____ sq. ft.
↑New Business [ ]	↑Relocation [ ]	New Space _____ sq. ft.

NAICS Code / Industry Type	Date of Incorporation	State where the business was incorporated
Homeless Shelter		Florida

Proposed Project Location/City	Proposed Address
Fort Lauderdale	900 NW 7th Avenue, Fort Lauderdale, FL 33311

Property Control Number(s)	Property Owner
4942 34 05 9750	Broward Partnership for the Homeless, Inc.

Owner Tel. No. (include Area Code)	Is there a lien on the property?
954 779 3990	↑ Yes ↑ No No

JOB INFORMATION

Full Time Equivalent (FTE) Jobs to be created	4
Existing Jobs	0
Total FTE Jobs	0

TYPE OF BUSINESS

Sole Proprietor	
Partnership	x
Joint Venture	
Corporation	
Cooperative	
Limited Liability Company	
Non-Profit Org.	x
Other: JV with BPHI	x

Bank(s) Where Business Accounts for Projects Are Held

1. Fifth Third Bank

2.

Name of Participating Bank/Lender

Fifth Third Bank (as short term construction lender)

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$ 7,780,000	Suzanne Wood	847 658 1097	

Name of Other Financial Source

Broward Partnership for the Homeless

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$ 1,000,000	Frances Esposito	954 779 3990	

Name of Other Financial Source

Florida Housing Finance Corporation - SAIL & ELI Funding

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$ 5,410,800	Shannon Seletos	866 725 9744	

Name of Other Financial Source

Raymond James - Equity

Amount	Contact Person	Tel. No. (include Area Code)	Fax No. (include Area Code)
$ 20,675,932.20	Jonathan Pierre	727 567 7020	

Project Purpose and Economic Impact

Seven on Seventh will provide 72 apartments to residents of Broward County. Fifty percent of our units will be set aside for formerly homeless individuals. Seven on Seventh represents a unique opportunity to develop under-utilized land within the City's CRA into a state-of-the-art affordable/supportive housing community. This development will create an est. INSERT NUMBER HERE new full-time jobs while providing much needed new affordable housing and helping to expand The Broward Partnership for the Homeless mission to provide Broward's homeless with a safe and respectable place to call home.

NOTE 1: **If the project receives funds via another City, County, Federal or State program which also requires job creation/retention, the jobs created/retained for those programs must be in addition to the jobs required under this program.**

NOTE 2: **If project includes the purchase of equipment using CRA funds, then there must not be another UCC filing for the equipment.**

Management: Owners, partners, officers, all holders of outstanding stock — 100% of ownership must be shown (*use separate sheet if necessary*).

Name	Complete Address	% Owned	From	To
Please see Tab 7, page 122 for a complete organizational chart with % ownership.				
Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To

PROJECT/ACTIVITY COST SUMMARY

1. Please state the overall project cost: $28,146,654
2. Please state the overall project costs related to the CRA's assisted activity? $285,000
3. Please indicate the sources and uses of funds for the project on the following table.

Project Source(s) of Funding (Permanent)	**Amount**	**Rate**	**Term**
Bank Loan (specify) FHFC SAIL/ELI	$5,410,800	75% (SAIL) 40%(ELI)	30 yr.
City funds			
CRA funds	$285,000	0	17-30 yr.
Company's current cash assets			
Owner equity (specify) Deferred Developer Fee	$1,057,922		
Other (specify) BPHI Loan	$1,000,000	1%	30 yr.
Other (specify) Raymond James Equity	$20,675,932		
Other (specify)			
Total Sources			

Select the Use(s) of Funds and the Amount Need for Each	**Sources of Funds (Yes or No)**	**Amount**
Land Acquisition	Please see S&U for detailed breakdown	
Real Property Acquisition	Please see S&U for detailed breakdown	
Utility and road infrastructure improvements	CRA	$285,000
New construction of commercial and industrial buildings	Please see S&U for detailed breakdown	
Rehabilitation of commercial and industrial buildings	Please see S&U for detailed breakdown	
Purchase and installation of equipment and fixtures	Please see S&U for detailed breakdown	
Other (specify)	Please see S&U for detailed breakdown	
Other (specify)	Please see S&U for detailed breakdown	
Other (specify)	Please see S&U for detailed breakdown	
Total Uses	Please see S&U for detailed breakdown	

NOTE 3: Other "uses" include Architectural/Engineering Fees, Application Fees, Permit Fees Impact Fees

BUSINESS INDEBTEDNESS: Furnish the following information on all outstanding installment debts, code and other liens, notes and mortgages payable that relate to this project. The present balances should agree with the latest balance sheet submitted (*use a separate sheet if necessary*).

To Whom Payable	Original Amount	Original Date	Present Balance	Rate of Interest	Maturity Date	Monthly Payment
Name: Fifth Third Bank (Temporary Construction Loan)	$ 7,780,000	June 2021	$ 578,224.50	%	June 2023	$ Interest only
Name: FHFC SAIL	$ 5,040,000	June 2021	$ 200,000	%	June 2051	$ 0
Name: FHFC ELI	$ 370,800	June 2021	$ 0	%	June 2051	$ 0
Name: BPHI	$ 1,000,000	June 2021	$ 1,000,000	%	June 2051	$ 0
Name:	$		$	%		$

THE FOLLOWING ITEMS MUST BE COMPLETED AND SUBMITTED WITH YOUR APPLICATION

1. A business plan which describes the company mission, market analysis, applicant capacity, economic analysis and project feasibility, a brief history and description of the company (*including the founding of the company*), overview of operations, product information, customer base, method and areas of distribution, primary competitors and suppliers within the County.
2. A list of general and limited partners, officers, directors and shareholders of the company. Please provide a resume for all the principals and key management.
3. Corporate income tax returns for the last three years (*personal returns may also be requested*).
4. Two separate lists that detail the existing jobs on your payroll and the new jobs to be created (*within the list please provide the job title of each position, a brief description of each position, annual salary for existing and new positions and the industry average salary for those positions*).
5. If machinery and equipment are being purchased with CRA funds, provide a list of all the items to be purchased, with quotes on vendor's letterhead. Include a statement from the manufacturer, attesting to the economic life of the equipment. N/A
6. If business is a franchise, include a copy of the franchise agreement; N/A
7. Bank Commitment Letter detailing the conditions of the loan approval.
8. Copy of IRS determination letter as a non-profit organization (*required for all non-profit organizations only*).
9. Signed copy of resolution or minutes from the meeting of the governing body authorizing submission of the application (*required for all non-profit organizations only*).
10. Articles of Incorporation or Division of Corporations information identifying authorized signatories
11. Copy of the Property Deed (*if the applicant is the owner*)
12. Copy of By-Laws (*required for all non-profit organizations only*).
13. Please sign and submit *Statement of Personal History* and *Credit Check Release* (as attached).
14. If project involves construction, please provide a minimum of two (2) detailed cost estimates prepared by Architect/Engineer and/or General Contractor, preliminary plans and specifications, Architectural Illustration and photos of existing conditions.
15. Attach a street map showing the location of the proposed project, Property Folio number and Legal Description.
16. Preliminary Project Schedule.

The following items are also needed, if your funding request is $500,000 or more

(not applicable for Commercial Façade, Streetscape Enhancement and Property and Business Improvement Incentive requests)

17. CPA audited corporate financial statements for the last three years (*Profit and Loss Statement and a Balance Sheet*).
18. If the most recent business return and/or financial statement is more sixty (60) days old, please submit a current Interim Financial Statement.
19. Three year financial pro formas which include operating statements, balance sheets, funding sources, and use details.
20. Ten year revenue and expense projection for the project
21. Copy of sales/purchase agreement when purchasing land or a building (*or an executed lease if applicable*).
22. Provide details regarding any credit issues, bankruptcies and lawsuits by any principal, owning 20% or more of the business.
23. The names of all affiliates and/or subsidiary companies, and their previous three (3) years financial statements and Interim Financial Statements if the financial statements are more than sixty (60) days old.
24. Letter from the Department of Sustainable Development (DSD) approving the proposed project with zoning and land use designations, and Plan Development Review number and comments.
25. Identification and qualifications of project development team (*i.e., attorney, engineer, architect, general contractor, etc.*).

26. Current Broward County Assessed Value, new capital investment dollars and total estimated new assessment when completed and placed into service.
27. Existing Leases, Lease commitments and tenant makeup (*if applicable*).
28. Copy of Environmental Report showing there are no Environmental issues (*if applicable*).
29. Copy of Appraisal Report (*if applicable*).

THE FOLLOWING ITEMS ARE REQUIRED AFTER CRA BOARD APPROVAL AND PRIOR TO EXECUTION OF AN AGREEMENT AND RELEASE OF FUNDS

30. Evidence that all funds are in-place to fully fund the project.
31. A copy of the City approved project plans, contract with General Contractor and permits (Prior to Release of Funds)
32. Scope of work and all project costs
33. Copies of Insurance Certificates (Builders Risk/All Risk Policy, Commercial General Liability, Workers Compensation with the City of Fort Lauderdale and the Fort Lauderdale CRA listed as Additional Insured.

APPLICANTS CERTIFICATION

By my signature, I certify that I have read and understand the application, criteria, loan fees and program requirements. I further certify that all the information I (we) supplied is correct and accurate. All of the owners of the company/organization (*regardless of ownership percentage*) are aware of this loan and are in full agreement with the business securing financing for this project. My (our) signature(s) represent my (our) agreement to comply with City of Fort Lauderdale Community Redevelopment Agency, as it relates to this CRA funding request

Each Proprietor, General Partner, Limited Partner and Business Owner, owning 20% or more must sign below. For all Non-Profit Organizations, all guarantors must be approved by City of Fort Lauderdale Community Redevelopment Agency.

Business Name: Broward Partnership for the Homeless, Inc.

By: Ramesh Ezpeleta 7/15/2022
Signature and Title — Date

Guarantors:

Manager of the Manager of GM Seven on Seventh GP, LLC — 07/19/2022
Signature and Title — Date

Signature and Title — Date

Signature and Title — Date

Signature and Title — Date

Signature and Title — Date

Central City Area
Community Redevelopment Agency

PERSONAL HISTORY STATEMENT

PLEASE READ CAREFULLY - PRINT OR TYPE
Each Proprietor (*if a Sole Proprietorship*), General Partner (*if Partnership*), Limited Partner (*if Partnership*), Officer, Director and Business Owner (*owning 20% or more of the business*), must complete a Personal History Statement. For all Non-Profit Organizations, all guarantors must complete this form and be approved as guarantors by the City of Fort Lauderdale Community Redevelopment Agency.

Applicant/Business Name: Broward Partnership for the Homeless, Inc.	Participating Bank/Lender: Fifth Third Bank, N.A.
City: Fort Lauderdale State: FL Zip: 33311	City: Chicago State: IL Zip: 60018

Personal Statement of (*if you do not have a middle name, put NMN*):

First Name: Mitchell Middle: _____ Last: Rosenstein

Social Security No.: _____ Date of Birth: 09/10/1970 Place of Birth: _____

Present Address: 3323 W. Commercial Blvd.	Previous Address: 100 SE 3rd Avenue, Floor 10 *(needed if in present address less than 5 years)*
City: Fort Lauderdale State: FL Zip: 33309	City: Fort Lauderdale State: FL Zip: 33394
From: 2021 To: Current	From: 2016 To: 2021
Loan Requested from CRA: $285,000	Are you a U.S. Citizen: ☑ YES ☐ NO
Loan Request from Bank(s): $N/A	If NO, are you a Lawful Permanent Resident Alien: ☐ YES ☑ NO
Percentage of Company Ownership: _____ %	Alien Registration Number: _____

IT IS IMPORTANT THAT THE NEXT THREE (3) QUESTIONS BE ANSWERED COMPLETELY. AN ARREST OR CONVICTION RECORD WILL NOT NECESSARILY DISQUALIFY YOU. HOWEVER, AN UNTRUTHFUL ANSWER WILL CAUSE YOUR APPLICATION TO BE DENIED.

IF YOU ANSWER "YES" TO ANY OF THE QUESTIONS BELOW, PLEASE FURNISH DETAILS ON A SEPARATE SHEET. INCLUDE DATES, LOCATION, FINES, SENTENCES, WHETHER MISDEMEANOR OR FELONY, DATES OF PAROLE/PROBATION, UNPAID FINES OR PENALTIES, NAME(S) UNDER WHICH CHARGED, AND ANY OTHER PERTINENT INFORMATION.

1. Are you presently under indictment, on parole or probation? *(If YES, indicate the date parole or probation is to expire)* _____	☐ YES ☑ NO
2. Have you ever been charged with and/or arrested for any criminal offense other than a minor motor vehicle violation? Include offenses which have been dismissed, discharged, or not prosecuted.	☐ YES ☑ NO
3. Have you ever been convicted, placed on pretrial diversion, or placed on any form of probation, including adjudication withheld pending probation, for any criminal offense other than a minor vehicle violation?	☐ YES ☑ NO

I hereby authorize the City of Fort Lauderdale to request criminal record information about me from the criminal justice agencies for the purpose of determining my eligibility.

Signature	Title	Date
[signature]	Mgr of Mgr of Guarantor	July 19, 2022

***ORIGINAL SIGNATURES REQUIRED**

Central City Area
Community Redevelopment Agency

CREDIT CHECK RELEASE FORM

I authorize the City of Fort Lauderdale Community Redevelopment Agency to obtain such information (*from any source necessary*), as the City/CRA may require concerning statements made in the application for the CRA funding (*including but not limited to, obtaining a copy of my credit report, current loan status reports and financial information from the Participating Bank/Lender*).

PLEASE NOTE: Each Proprietor (*if a Sole Proprietorship*), General Partner (*if Partnership*), Limited Partner (*if Partnership*), Officer, Director and Business Owner (*owning 20% or more of the business*), must complete this Credit Check Release Form. For all Non-Profit Organizations, all guarantors must complete this form and be approved as guarantors by the City of Fort Lauderdale Community Redevelopment Agency.

First Name: Mitchell Middle: _____ Last: Rosenstein

Social Security No.: _____ Date of Birth: _____

Driver's License (State and Number): _____

Home/Cellular Phone No.: _____ Office No.: (305) 898 2194

Current Home Address (*PO Boxes not accepted*): 3323 W. Commercial Blvd. Suite E220

City: Fort Lauderdale State: FL Zip Code: 33309

Employer: Green Mills Group (and affiliated entities)

Employer Address: 3323 W. Commercial Blvd., Suite E220

City: Fort Lauderdale State: FL Zip Code: 33309

Company Phone No.: 954-507-6222 Other No.: _____

Signature: _____

Date: July 19, 2022

***ORIGINAL SIGNATURES REQUIRED**

Central City Area
Community Redevelopment Agency

APPLICATION REQUEST
SUPPLEMENTAL INFORMATION

CRA Incentive Programs
Please select the incentive(s) you are applying for and insert the amount of funding assistance you are seeking:

☐	COMMERCIAL FAÇADE IMPROVEMENT PROGRAM	$ _____
☐	PROPERTY AND BUSINESS IMPROVEMENT PROGRAM	$ _____
■	STREETSCAPE ENHANCEMENT PROGRAM	$ 285,000
☐	DEVELOPMENT INCENTIVE PROGRAM	$ _____
☐	PROPERTY TAX REIMBURSEMENT PROGRAM	$ _____

Please provide a supplement sheet responding to the following numbered questions:

1. Please describe your project.
2. What is the address, folio number and legal description of the property.
3. What is the existing and proposed use of the property? Please note that certain uses are not eligible for CRA assistance. This includes convenience stores, pawn shops, check cashing stores, tattoo parlors, massage parlors, liquor stores and other uses as may be determined by the CRA that are inconsistent with the CRA Community Redevelopment Plan. Please note that there will be restrictive covenants placed on the property for minimum of 5 years restricting use of the property to only those uses for which CRA funding was provided.
4. Are the proposed improvements to the property being made on behalf of a proposed tenant for the property. If so, please provide a copy of the lease agreement.
5. What is the zoning of the property?
6. Are you the property owner? Please provide a copy of the deed of the property. You must be the owner of the property to apply.
7. Is your project new construction or is it renovation?
8. What is the total capital investment of your project and what is your hard construction and soft cost? (While property acquisition cost is not an eligible CRA expense, it may be included in your total capital investment)
9. What is the current Broward County Assessed Value of the property?
10. Is there a mortgage on the property? Please provide OR Book and Page. Please note that CRA funding is in the form of a 0% interest forgivable loan, forgiven after 5 year of project completion secured by a first

mortgage or subordinate mortgage on the property. Projects receiving over $225,000 in CRA assistance will be secured by a forgivable loan forgiven after 7 years to 10 years depending on the level of CRA funding. Other forms of security in lieu of a forgivable mortgage will be considered on a case by case basis.

11. Are there any other liens or pending liens on the property? Please provide OR Book and Page.
12. Are there any code violations on the property? Identify.
13. Is the property listed "For Sale." Please note that properties listed for sale may not apply for CRA program funding.
14. How many new permanent jobs will be created by the project? Please describe the jobs to be created and projected salaries.
15. What is the estimated construction commencement date of the project? Please note that no work is to commence on the project unless a Program Agreement is approved and fully executed between the CRA and the property owner and that work must commence within 90 days of CRA funding approval.
16. What is the estimated completion date of the project? Please note that all approved projects must be completed within a maximum of three (3) years.
17. Please provide proof of your matching funds (i.e. bank statement, line of credit, etc.) and identify other proposed forms of financing for your project.
18. Do you have general liability and fire and casualty insurance on the property? You will be required to demonstrate proof of insurance and may include bonding requirements as required by the City/CRA prior to commencement of work. The cost of insurance may be included as part of your total project cost funded by the program.
19. Have your previously received funding from the CRA? Explain.

If you are applying for funding from the Commercial Façade Improvement Program, Property & Business Improvement Program and/or Streetscape Enhancement Program, please also complete the following:

20. Do you have a detailed scope of work? If so, please include for CRA review and approval.
21. Do you have completed architectural drawings for the scope of work to be performed? Please include along with architectural illustration(s) of the proposed work, material specifications, color selections, etc. Please note that architectural cost may be included as part of your total project cost.
22. Have your project plans been submitted for City Development Review and/or permitting and if so what are the status of the plans and the plan review number? All work must be permitted and approved by the Building Official.
23. Do you have detailed, written contractor cost estimates? If so, please provide.
24. Have you selected a contractor from the attached City/CRA Approved Contractor List? Please note if your contractor is not on the City/CRA approved list, it may be possible to have your contractor become an approved CRA Contractor. He/She will need to complete the attached Contractor Application for consideration.
25. If you are applying for the Facade Program or Property and Business investment Program, and if you are not using a City /CRA Approved Contractor, you must secure <u>two</u> detailed licensed and insured contractor cost estimates and CRA funding is limited to 60% of the lowest cost estimate not to exceed $50,000 which can only be funded on a reimbursement basis, rather than a direct payment to the contractor. In addition, all

projects over $50,000 may be assigned a CRA Construction Review Specialist who will determine the scope of work to be funded and will secure contractor pricing for the project, manage funding request and provide general project oversight.

26. For Streetscape Enhancement Program projects, see additional requirements for projects in excess of $300,000 as required by Florida Statute 255.20.

I Frances Esposito attest that the information is correct to the best of my knowledge. I further understand that the CRA program benefits are contingent upon funding availability and CRA approval and are not to be construed as an entitlement or right of a property owner/applicant. I further understand that I am responsible for providing all documentation required by The CRA.

Frances M. Esposito

Signature of Property Owner or Business Owner

Frances Esposito

Print Name

PROJECT OVERVIEW & BUSINESS PLAN
APPLICANT CAPACITY

OUR TEAM HAS THE CAPACITY AND WHEREWITHAL TO DEVELOP, FINANCE, AND MANAGE SEVEN ON SEVENTH.

Our team has the capacity and wherewithal to develop, finance, and manage Seven on Seventh.

Green Mills has developed similar properties throughout the State, and recently completed and leased Silver Creek, another mixed-use affordable housing community in Miami-Dade County. Silver Creek has 90 units, on-site amenities, and ground-floor retail.

The Broward Partnersip has has operated on-site for some time, and is providing site control of their parking lot to the Seven on Seventh partnership. A copy of the deed has been provided as evidence of site control, along with the long term ground lease negotiated between Seven on seventh and BPHI.

Confidential returns have been provided via hard copy within our CRA application, further evidencing financial wherewithal. Green Mills Holdings - as the member/manager of the partnership's managing General Partner entity - exceeds banking guarantee requirements and monetary covenants by maintaining at least $1,000,000 of liquidity and $5,000,000 of net worth.

Green Mills and its principals, and BPHI, have never defaulted on an obligation, been disbarred, barred or banned from working with local governments or receiving public subsidies. Green Mills has closed and built every affordable housing partnership that's been allocated tax credits by FHFC.

Enclosed as attachments are firm profiles for both Green Mills and Broward Partnership for the Homeless

Supplemental Information

1. Please describe your project.
'Seven on Seventh' is a new construction, mixed-use development currently under construction. The development will include a 72-unit residential tower, building amenities, new case worker offices, and parking facilities for the community and the nonprofit partner/landlord, Broward Partnership for the Homeless, Inc. This will be an affordable housing community wherein 50% of the units will be reserved for formerly homeless individuals, many of whom may be clients of Broward Partnership for the Homeless. Our goal is to build a beautiful, safe, and thriving community within Fort Lauderdale that helps address a dire affordable housing shortage in Broward County.

2. What is the address, folio number and legal description of the property.
900 NW 7rd Avenue Fort Lauderdale, FL 33311 FOLIO: 494234059750

PROGRESSO 2-18 D LOTS 19-23; LOTS 26-30 LESS W 15 THEREOF; LOT 24 LESS S 5; LOT 25 LESS S 5 AND W 15; S 15 OF LOT 18; S 15 OF LOT 31 LESS W 15; 7.5 FT PLAT RESERV FOR ALLEY ALG REAR OF SAID LOTS; LESS POR OF RIGHT OF WAY IN OR 28819/1096 ALL OF BLOCK 204

3. What is the existing and proposed use of the property?
The site is being constructed on the existing parking lot of BPHI's central Huizenga campus on Seventh Avenue, just south of Sunrise Blvd. The construction of the residential tower, its amenities, and structured parking garage is currently underway (about 45% complete). The parking structure will provide parking for both BPHI and Seven on Seventh.

4. Are the proposed improvements to the property being made on behalf of a proposed tenant for the property. If so, please provide a copy of the lease agreement.
The development team, Green Mills Group and Broward Partnership for the Homeless, Inc., are co-developing and jointly own Seven on Seventh (with the explicit intention that Broward Partnership for the Homeless will own the land and development outright some time after completion). An executed ground lease (pg. 127) between BPHI and Seven on Seventh, Ltd. provides the development (a limited partnership) the rights to build the improvements (Seven on Seventh) on top of the land. As a co-owner of Seven on Seventh and pursuant to its provision of land it currently owns, Broward Partnership will be able to use parking spaces for staff and clients, and will play a pivotal role in assistance for the 36 units specially allocated for formerly homeless residents.

5. What is the zoning of the property?
The zoning of the property is NWRAC-MUe.

6. Are you the property owner? Please provide a copy of the deed of the property. You must be the owner of the property to apply.
Broward Partnership for the Homeless, Inc. is the landowner, and for tax purposes will need to be the recipient of the CRA's forgivable loan. Broward Partnership is also a partner in the development and ownership structure of Seven on Seventh. BPHI owns the parcel and has leased it, via a long-term ground lease, to the Seven on Seventh legal partnership in exchange for the construction of parking spaces within the development. A copy of the deed is located on pg. 124

7. Is your project new construction or is it renovation?
New Construction.

8. What is the total capital investment of your project and what is your hard construction and soft cost? (While property acquisition cost is not an eligible CRA expense, it may be included in your total capital investment)
Total Construction: $28,146,657
Hard Cost: $18,020,248
Soft Cost: $10,126,409
Please note: these numbers are from the August 2021 closing S&U (provided within the CRA's package as an exhibit. Currently, and as a result of materials shortages and the construction cost climate, there are approximately $1M of pending change orders though the development budget only includes a hard cost contingency of approx. $845,000. Simply said, the construction is over budget, as seems to be the case for most developments right now.

9. What is the current Broward County Assessed Value of the property?
The current assessed value for the Seven on Seventh site is $585,530.

10. Is there a mortgage on the property? Please provide OR Book and Page. Please note that CRA funding is in the form of a 0% interest forgivable loan, forgiven after 5 year of project completion secured by a first mortgage or subordinate mortgage on the property. Projects receiving over $225,000 in CRA assistance will be secured by a forgivable loan forgiven after 7 years to 10 years depending on the level of CRA funding. Other forms of security in lieu of a forgivable mortgage will be considered on a case by case basis.
The property holds the following mortgages:

- Fifth Third Bank: $7,800,000 (Instr# 117408051)
    - This is the temporary construction loan, which has a 30 month term, and which will be paid off after construction and operating "stabilization"
- Broward Partnership for the Homeless: $1,000,000 (Instr# 117408062)
    - BPHI loaned the partnership $1,000,000 to help balance the S&U
- Florida Housing Finance Corporation SAIL: $5,040,000 (Instr# 117408054)

    - This is Florida Housing's SAIL loan, which has a term of 27 years and carries a very low, "soft" interest rate
    - It is expected that the SAIL loan will move into senior mortgage/lien position once the Fifth Third Bank temporary construction loan is paid off (at "stabilization")
- Florida Housing Finance Corporation ELI: $370,800 (Instr# 117408057)
    - This is Florida Housing's ELI loan, which is forgivable and also has a long term

11. Are there any other liens or pending liens on the property? Please provide OR Book and Page.
None besides the aforementioned recorded mortgages.

12. Are there any code violations on the property? Identify.
None.

13. Is the property listed "For Sale." Please note that properties listed for sale may not apply for CRA program funding.
No.

14. How many new permanent jobs will be created by the project? Please describe the jobs to be created and projected salaries.

There will be a minimum of three permanent jobs created by the project: a community manager, maintenance supervisor, and part-time groundskeeper/porter will be needed for Seven on Seventh. The projected salary for our community manager is approximately $42,000 base plus benefits. The Maintenance supervisor will have a salary starting at $18/hour and the part time grounds keeper will start at $13/hour, plus benefits.

Tangentially, BPHI may hire or staff an additional service worker to provide social services and support to Seven on Seventh's formerly homeless residents.

15. What is the estimated construction commencement date of the project?
The project commenced utility relocation efforts in June 2021, a notice of commencement for the General Contractor was provided in July 2021, and the General Contractor formally commenced construction around August 2021 (after the FPL pole was relocated).

16. What is the estimated completion date of the project?
December 2022

17. Please provide proof of your matching funds (i.e. bank statement, line of credit, etc.) and identify other proposed forms of financing for your project.

Loan Closing documents for Seven on Seventh are located under separate confidential cover on Tab #6.

18.Do you have general liability and fire and casualty insurance on the property?
Yes. The property has builders risk, general liability and umbrella insurance.

19.Have your previously received funding from the CRA? Explain.
The applicant has not previously received funding from the CRA.

20.Do you have a detailed scope of work? If so, please include for CRA review and approval.
Please see TAB 8 of our package for a detailed breakdown of scope of work/related expenses.

21.Do you have completed architectural drawings for the scope of work to be performed? Please include along with architectural illustration(s) of the proposed work, material specifications, color selections, etc. Please note that architectural cost may be included as part of your total project cost.
Architectural plans, contract, approved building plans, and exterior renderings are provided in TAB 8 of our submittal along with a detailed backup of ROW/Infrastructure improvement costs and finishes.

22.Have your project plans been submitted for City Development Review and/or permitting and if so what are the status of the plans and the plan review number? All work must be permitted and approved by the Building Official.
Yes, our plans have been submitted and approved. Our permit was issued on 6/29/2021 (permit #BLD-PBA-2106002).

23.Do you have detailed, written contractor cost estimates? If so, please provide.
JWR Construction is the contractor on Seven on Seventh. Their executed contract and cost estimates are located in TAB 8 of our proposal.

24.Have you selected a contractor from the attached City/CRA Approved Contractor List? Please note if your contractor is not on the City/CRA approved list, it may be possible to have your contractor become an approved CRA Contractor. He/She will need to complete the attached Contractor Application for consideration.
No – JWR Construction is currently completing Seven on Seventh.

25.If you are applying for the Facade Program or Property and Business investment Program, and if you are not using a City /CRA Approved Contractor, you must secure two detailed

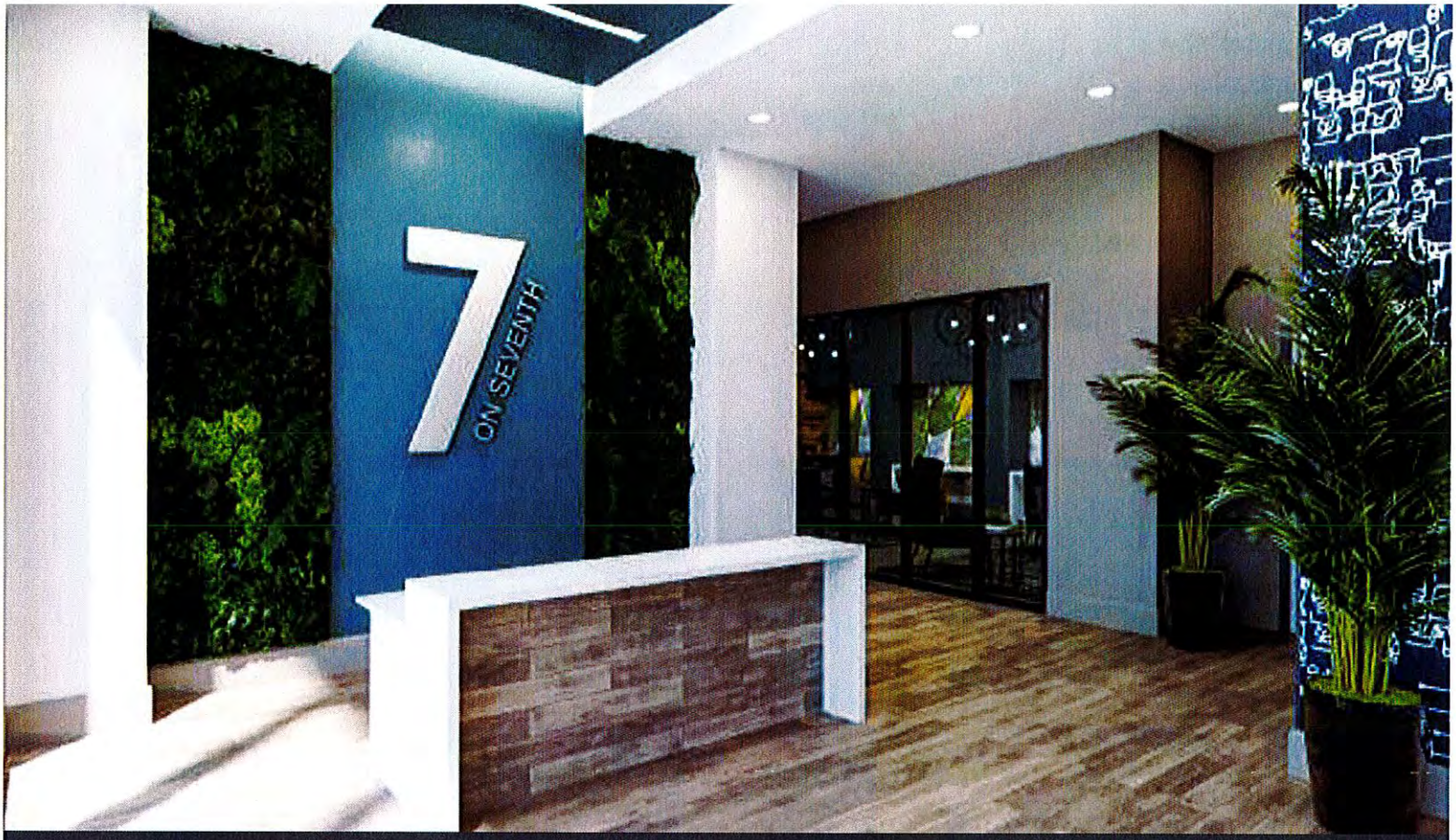
licensed and insured contractor cost estimates and CRA funding is limited to 60% of the lowest cost estimate not to exceed $50,000 which can only be funded on a reimbursement basis, rather than a direct payment to the contractor. In addition, all projects over $50,000 may be assigned a CRA Construction Review Specialist who will determine the scope of work to be funded and will secure contractor pricing for the project, manage funding request and provide general project oversight.
N/A.

26.For Streetscape Enhancement Program projects, see additional requirements for projects in excess of $300,000 as required by Florida Statute 255.20.
N/A

List of all Jobs to be Created

Job Title	#	Brief Job Description	Annual Average Salary	Industry Average Salary	Experience/Education/Skills Required
Property Manager	1	Management of property, lease oversight	$42,000	$40,000-$45,000	GED/High School
Maintenance Supervisor	1	Maintaining property/unit repairs	$35,000	$32,000-$37,000	GED/High School
Groundskeeper	1	General Maintenance/beautification	$13,000	$12,000-$14,000	GED/High School
Case Worker	2	Work with homeless residents	$42,000	$42,000-$43,000	Masters Degree

***USE ADDITIONAL SHEETS IF NECESSARY**



TAB 2

PROJECT OVERVIEW AND BUSINESS PLAN

-ABOUT THE PROJECT & BRIEF HISTORY
-SUBMARKET INFORMATION / ANALYSIS
-APPLICANT CAPACITY
-ECONOMIC ANALYSIS & PROJECT FEASIBILITY
-PRIMARY COMPETITION / SUPPLIERS

ATTACHMENTS:

-CORPORATE PROFILES
-PROJECT PROFORMA / SOURCES & USES

PROJECT OVERVIEW & BUSINESS PLAN
ABOUT THE PROJECT & BRIEF HISTORY

Green Mills Holdings, LLC (and affiliated companies) and Broward Partnership for the Homeless, Inc. a nonprofit organization ("BPHI"), forged a partnership to co-develop and co-own 'Seven on Seventh', a mixed-use, affordable/ supportive housing community serving Fort Lauderdale's and Broward's residents.

Seven on Seventh represents the best of local public/private partnerships. Both Green Mills and BPHI are Fort Lauderdale-based companies, and Seven on Seventh, Ltd. is being built on under-utilized land owned by BPHI (formerly their surface parking lot) to develop much-needed affordable housing - here in the City - on the existing BPHI campus.

The Seven on Seventh development will achieve four main goals:

- Development of 72 affordable/supportive housing units, along with community features and amenities
- Develop new parking for BPHI staff, clients and residents of Seven on Seventh
- Hire est. five new employees between both the residential building (management and maintenance staff) and BPHI service expansion
- Develop under-utilized and unattractive properties within the CRA

BUSINESS PLAN - OVERVIEW

In Winter of 2020 our team submitted an application to Florida Housing Finance Corporation ("FHFC") for competitive 9% Low Income Housing Tax Credits ("LIHTC") under a specialized round focused on supportive housing for formerly homeless individuals . Seven on Seventh was successfully awarded, and the subsidies translated into over $20MM in equity for the development of this community. Seven on Seventh, like many other development under construction, is facing hard cost escalations accross the board. Our goal is to request funds from the CRA to pay for ROW/Infrastructure improvements and therefore help bridge the gap in sources resulting from these cost increases.

PROJECT OVERVIEW & BUSINESS PLAN

BACKGROUND

Over five years ago, Green Mills Group and BPHI began exploring whether and how BPHI's parking lot at NW 7th Avenue, just off Sunrise Blvd., could be redeveloped using tax credits. After many discussions, Green Mills and BPHI came to a partnership agreement which would both develop affordable housing on BPHI's land while incorporating a new parking garage that would be shared by the new tower and the existing BPHI campus, in support of their mission to help homeless individuals in Broward County.

The team worked with County staff to transfer ownership of the parking lot to Broward Partnership. Simultaneously we determined that this lot, while small, could allow for an efficient development while providing an opportunity for our team to help provide much-needed affordable housing in Fort Lauderdale and Broward County, including some units reserved for a formerly homeless population. In 2019, Broward County transfered ownership of the lot to Broward Partnership for the Homeless, Inc. The current deed is provided within this CRA application. Also included within this application is a copy of the Seven on Sevenths long term ground lease, evidencing the ability of the partnership to build our development on BPHI land.

The subject property is located in the City of Fort Lauderdale, Broward County. This region has a total population of about 6 million people and a total of 2.3 million households with an average household size of 2.63 people. As of March 2019, the unemployment rate was 3.2%. Broward County has a current vacancy rate of 6.2%.

SUBMARKET INFORMATION /ANALYSIS

Broward County and the City of Fort Lauderdale are in dire need of new, quality affordable housing given the significant affordable housing shortage in the area. Here is an excerpt from the third-party market study performed by Meridian Appraisal Group on Seven on Seventh which speaks to Fort Lauderdale's affordable housing need:

PROJECT OVERVIEW & BUSINESS PLAN

Broward County and the City of Fort Lauderdale are in dire need of affordable housing units for not only the homeless population but for other families needing affordable housing. There is a significant affordable housing shortage in the Broward County area and in the city of Fort Lauderdale. The subject units will supply new housing...

The Primary Market Area (PMA) is where most of the demand will come from. The area determination is based on data gathered in the Small Area Data (SAD) Case Study that can be found on the FHFC website. The study indicated that most affordable projects receive about 2/3 to 3/4 of their tenants from within ten miles. The Competitive Market Area (CMA) is defined as those projects lying in closest proximity to the subject that are competitive with the subject property. In large markets, numerous competitive properties can be found in proximity (within one mile) of the subject. In smaller markets, the CMA may expand beyond the PMA to capture a sufficient numbers of projects. The like-kind, existing, stabilized properties within the subject's Competitive Market Area (CMA), or sub-market, for the purpose of determining a like- kind inventory of competitive units in the Occupancy Analysis, consists of ten properties with a total of 1,615 units.



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PROJECT OVERVIEW & BUSINESS PLAN

SUBMARKET INFORMATION / ANALYSIS

The Primary Market Area (PMA) is where most of the demand will come from. The area determination is based on data gathered in the Small Area Data (SAD) Case Study that can be found on the FHFC website. The study indicated that most affordable projects receive about 2/3 to 3/4 of their tenants from within ten miles. The Competitive Market Area (CMA) is defined as those projects lying in closest proximity to the subject that are competitive with the subject property. In large markets, numerous competitive properties can be found in proximity (within one mile) of the subject. In smaller markets, the CMA may expand beyond the PMA to capture a sufficient numbers of projects. The like-kind, existing, stabilized properties within the subject's Competitive Market Area (CMA), or sub-market, for the purpose of determining a like-kind inventory of competitive units in the Occupancy Analysis, consists of ten properties with a total of 1,615 units.



PROJECT OVERVIEW & BUSINESS PLAN
ECONOMIC ANALYSIS & PROJECT FEASIBILITY

Seven on Seventh presents an opportunity to leverage CRA/City resources by a significant percentage against Federal and private sources.

Fifth Third Bank has commited a $7,780,000 Construction Loan. Raymond James Tax Credits Funds has provided tax credit equity in excess of $20,000,000 and Florida Housing has provided $5,410,800 in both SAIL and ELI funding.

Broward Partnership, a 51% general partner in the development of Seven on Seventh. has also provided a $1,000,000 loan to the project. All in all, the CRA/City $285,000 contribution is currently projected to equal approx. 2% of total development costs. That said, this contribution is a critical component that will help bridge the funding gap given todays price escalations, especially when taking into consideration rising construction costs.



PROJECT OVERVIEW & BUSINESS PLAN
PRIMARY COMPETITORS / SUPPLIERS

There are other affordable housing developers in Florida, however Green Mills Group is the only for-profit housing developer focused solely on affordable/ workforce and supportive housing that is based in Greater Fort Lauderdale. Moreover, Broward Partnership for the Homeless, also based in the City, is the County's leader in providing resources for homeless individuals and families throughout Broward.

In this way, there is not another team presenting a similar opportunity to redevelop under-utilized land in the CRA while supporting local businesses and residents.



Green Mills Group is the only for-profit housing developer focused solely on affordable/workforce housing that is based in Fort Lauderdale

SEVEN ON SEVENTH
CONCEPTUAL RENDERINGS





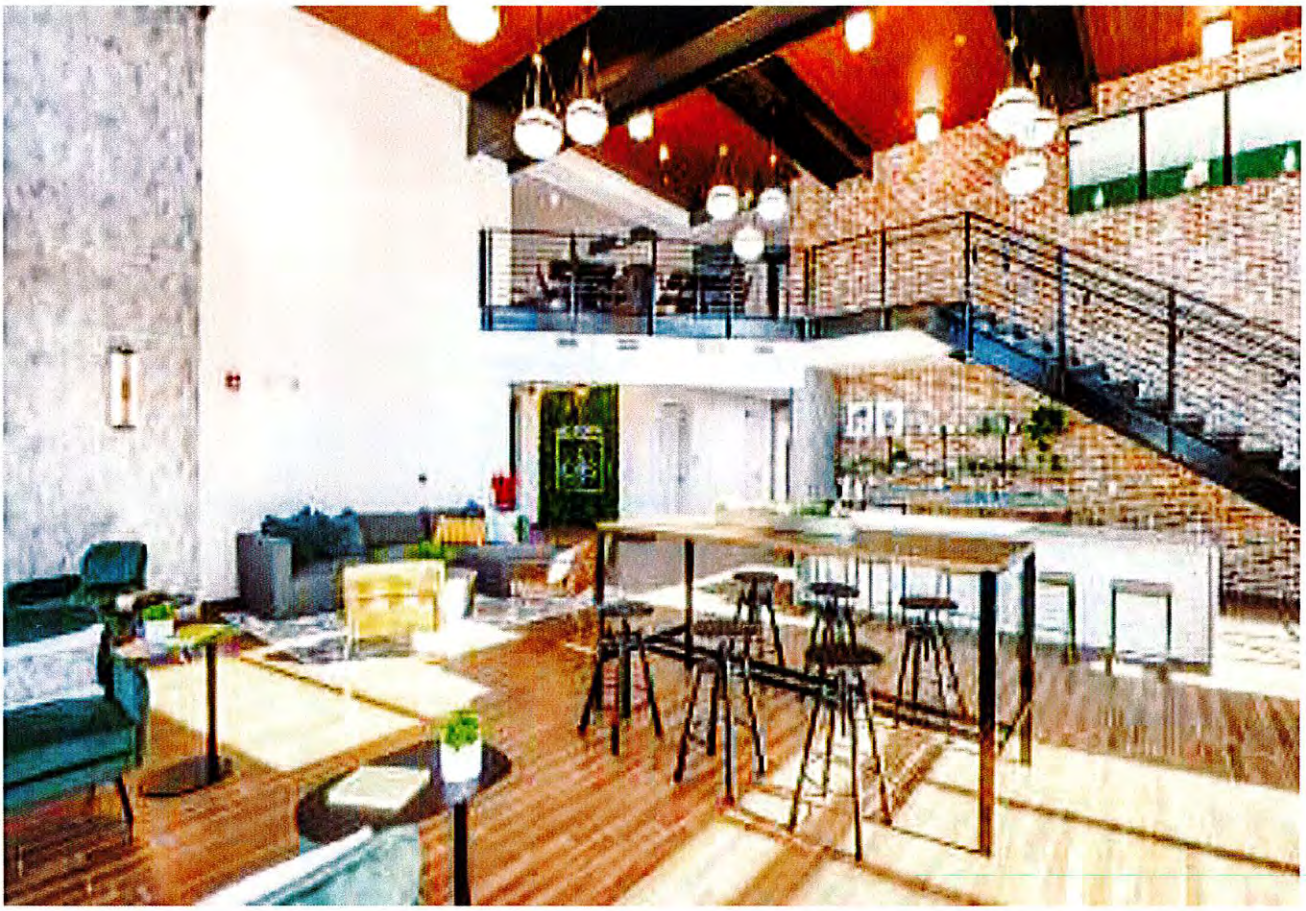
SEVEN ON SEVENTH
FEATURES & AMENITIES

Every Green Mills Group community is fully amenitized and receives stringent 'green' energy efficiency certifications. Seven on Seventh will include the following partial list of amenities:

- retail and open promenade spaces
- structured parking for both residents and staff of BPHI
- community room, fitness center, game room, computer lab/business center, terrace and interactive library
- well-appointed residences at truly affordable rents
- SEER rated appliances
- secured key fob access
- professional on-site third-party property management



SEVEN ON SEVENTH
SIMILAR GREEN MILLS COMMUNITIES' AMENITY SPACES







SEVEN ON SEVENTH
SIMILAR GREEN MILLS COMMUNITIES' AMENITY SPACES





ATTACHMENT

GREEN MILLS & BROWARD PARTNERSHIP
CORPORATE PROFILES





GREEN MILLS GROUP









CORPORATE PROFILE 2022

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ABOUT GREEN MILLS GROUP

Green Mills Group, LLC (and affiliated entities, referred to as "Green Mills") is a real estate developer and owner based in Fort Lauderdale, Florida. The company's expertise is sustainable, multifamily development with an emphasis on affordable, workforce, and permanent supportive housing. The company and its principals have managed the development and financing of 70+ residential communities representing more than 7,000 apartments and $1 billion in total development costs. To achieve broad, community-driven outcomes, the firm often partners with local governments, for-profit companies, and not-for-profit organizations.

Green Mills maximizes both business and mission-driven returns through diligent financial and market analyses, carefully researching available public and private financing sources while responding to civic objectives. Staff has extensive experience working with various public and private funding sources, including but not limited to Low Income Housing Tax Credits ("LIHTCs"), Historic Tax Credits ("HTCs"), HUD operating subsidies, taxable and tax-exempt municipal bonds, renewable energy subsidies, CDBG, HOME, SURTAX, Housing Authority Capital Funds, and conventional real estate debt and equity.

Since the company's inception, Green Mills has one of the Florida's highest competitive Low-Income Housing Tax Credit application success rates. Once approved for financing, Green Mills has never failed to close a transaction. Moreover, each completed Green Mills property was built on time and on budget, and every community receives stringent 'green' energy efficiency certifications.



KEY PERSONNEL

OSCAR SOL, FOUNDER & PRINCIPAL

Prior to launching Green Mills, Oscar successfully managed acquisitions, development, construction oversight and leasing activities for one of the nation's largest affordable and multifamily housing developers. His resume includes the successful completion and occupancy of more than 40 communities with approximately 5,000 apartment units, valued at more than $1 billion. He's managed award winning public-private partnerships, mixed-use, mixed-income, transit-oriented developments (TOD), senior housing, garden apartments and public housing redevelopments.

Oscar earned a Bachelor of Arts Degree in Economics and an Environmental Studies certificate from Florida International University, graduating with honors. Oscar lives in Miami, Florida with his wife and three children.

MITCHELL ROSENSTEIN, FOUNDER & PRINCIPAL

Prior to founding Green Mills, Mitch managed the corporate and development finance activities for one of the country's largest affordable and multifamily housing developers, where he was responsible for the negotiation and closing of more than 40 transactions with value exceeding $1 billion. Mitch successfully closed financing using a wide array of sources, including those both privately sourced and publicly subsidized.

Mitch was previously appointed to the Board of Directors of Neighborhood Lending Partners, a consortium bank focused on workforce housing and in-fill commercial development. He was awarded a fellowship to the New Leaders Council of Broward County. Mitch was also appointed to the Affordable Housing Advisory Committees for both Broward County and City of Fort Lauderdale.

Mitch is actively involved with various nonprofits and trade groups, including Big Brothers Big Sisters of Greater Miami, New Leaders Council, and Ghost Light Society of the Broward Center. Each year he teaches an affordable housing finance "crash course" to University of Miami graduate students.

Mitch graduated with high honors from the University of Florida, earning a Bachelor of Science degree in Finance and a Minors Degree in Economics. Mitch lives in Delray Beach, Florida with his wife, sons, and Old English Sheepdog.

DIANA MANSUR, ASSISTANT VICE PRESIDENT - OPERATIONS

Diana joined Green Mills Group in 2016 to provide development, application, accounting, and administrative support. Diana oversees corporate strategic initiatives, assists with financial analyses, and manages general legal/development correspondence. Diana works closely with principals to design and implement quality control measures which help ensure Green Mills' properties are built on time and on budget.

Diana graduated from Nova Southeastern University with a Bachelor's degree in Sports Science. She lives in Fort Lauderdale, Florida.

SHAUN MOSHEIM, DEVELOPMENT MANAGER

Shaun joined Green Mills Group in 2020 shortly after earning his Master's in Real Estate Development and Urbanism from the University of Miami. As a Development Manager, Shaun is responsible for analyzing new development opportunities and managing active projects from their early subsidy application stages through lease-up and stabilizations.

Before pursuing his career in real estate, Shaun traded commodities across foreign markets for eight years. He holds a Bachelor's of Science in Business Management from Tulane University in New Orleans, where he tries to visit once a year.

ISIDORO BERAJA, ACQUISITIONS ANALYST

Isi joined Green Mills Group in 2021 as an intern and while completing his undergraduate studies at University of Miami. After his graduation, Isi will join Green Mills Group full-time as an Acquisition Analyst, where he'll be responsible for analyzing and underwriting development opportunities throughout the State.

MATT MALCOM, CPA

Matt provides accounting, audit and compliance support to Green Mills Group. Matt is a licensed Certified Public Accountant with over 15 years of experience working with various types of tax credit-financed transactions. Matt's clients include real estate developers (affordable, market rate and commercial), non-profits, state and local governments, and financial institutions.

In December 2010, Matt formed Malcom Accounting Services, LLC to provide accounting and consulting services to clients. With 15 years of public accounting experience working on publicly financed transactions, Matt handles GAAP accounting and reporting function and assists with structuring and controlling functions when needed.

PRISCILLA HOWARD, TECHNICAL & APPLICATION SUPPORT

Mrs. Howard's housing experience spans 24 years, starting with her employment in 1986 by the Department of Community Affairs where she administered the Enterprise Zone and Community Contribution Tax Credit programs. From 1986 – 1999, she served as a manager or administrator for Department of Community Affairs and Florida Housing Finance Corporation where she developed and implementing the SAIL, SHIP, Housing Credit, Single-family and Multifamily Bond, Predevelopment Loan, HOME, Enterprise Zone Incentives, Community Contribution Tax Incentives and Sales Tax Abatement programs.

Since leaving the Florida Housing Finance Corporation, Mrs. Howard has continued to help the State of Florida develop its housing policies. For eight years, Mrs. Howard served as a commissioner representing the general interest of the citizens of Florida on the Affordable Housing Study Commission. The Affordable Housing Study Commission is responsible for working with the Florida Housing Finance Corporation, Department of Community Affairs, Local Governments, and Florida Legislature to help optimize various housing funds and meet the demanding housing needs of Florida's needy citizens.

Mrs. Howard's track record includes 3,000 affordable housing units, helping secure over $91 million in Housing Credits, $52 million in Mortgage Revenue Bonds, $5 million in local government funds, and $12 million in Housing and Urban Development 202 grants.

Mrs. Howard is active with local civic and charitable associations and currently serves on the Federal Home Loan Bank of Atlanta Affordable Housing Advisory Council. She lives in Gainesville, FL. Along with serving as a local liaison, she will provide strategic insights into funding applications and provide peer review services. GM is currently working with Mrs. Howard on multiple affordable housing opportunities in Florida.

GENE STRICKLAND, SITE PROCUREMENT & GOVERNMENT RELATIONS

Mr. Strickland's professional career began with the City of Lakeland in 1966 where he served as Assistant City Manager and City Manager for 34 years until his retirement in 2000. As City Manager, his responsibilities included the supervision of all City departments including the municipal electric utility department that is the third largest in Florida. During his tenure, Gene was named "Man of the Year" by the Florida Municipal Electric Association. He is an Honorary Member of the Florida City and County Management Association. Mr. Strickland served on the Pension Board for the City's public employees and firefighters.

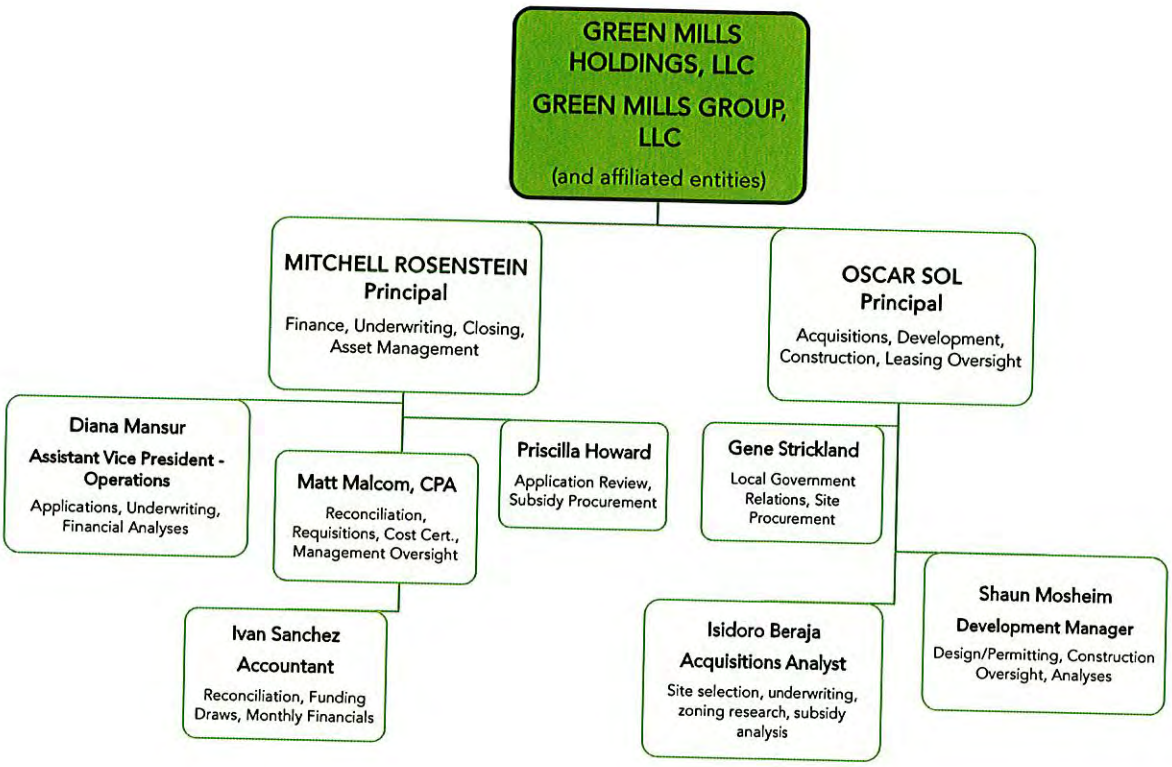
Gene served nine years in the U.S. Army Reserves and was President and a Board Member of the Boys and Girls Club for forty years. He received the National Service to Youth Award from the Boys and Girls Clubs of America. Since retiring, Gene has worked as a real estate

broker and consultant, concentrating on commercial real estate and affordable housing developments. Mr. Strickland spearheaded six developments in Hardee, Polk, and Charlotte Counties resulting in over 600 affordable homes for working families and seniors. Gene currently serves on the Board of Directors for Sun and Fun, Inc. and is a member of the Board of Noah's Ark. Gene is a member of the First United Methodist Church and serves on the Executive Committee of the church.

Gene earned a master's Degree in Governmental Affairs from the Wharton Graduate School at University of Pennsylvania's Fels Institute of Government. He and his wife, Jane, have three children and six grandchildren, all currently residing in Lakeland, Florida.



ORGANIZATIONAL CHART





FINANCIAL CAPACITY & EXPERIENCE

Green Mills Group has significant experience layering various public and private financing sources and applying them towards community development. Our collective experience includes closing over $1 billion in public and private financing, utilizing the following programs:

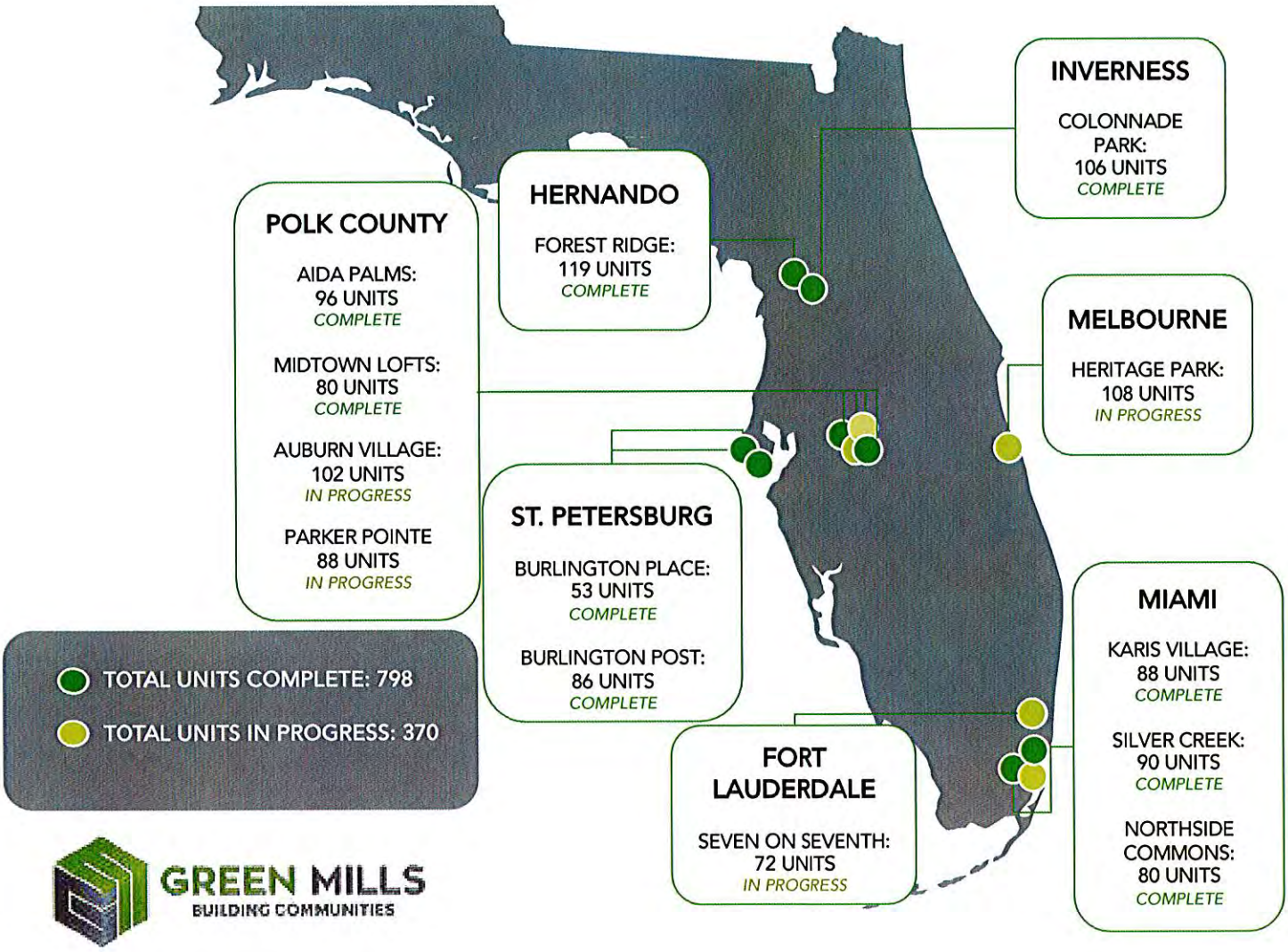
- Conventional, Institutional, and Private Equity
- 4% and 9% LIHTC Equity
- Private, Bank, and Institutional Debt
- Tax-exempt Multifamily Revenue Bonds
- Public Housing Capital Sources
- HUD Mixed-Financing
- 80/20 Mixed-Income Structures
- Public Housing RAD Conversion
- CDBG, HOME, SHIP, SURTAX, and SAIL mortgages
- State Renewable Energy Subsidies
- Federal Renewable Energy Tax Credits
- HUD-VASH Vouchers
- Tax Increment Financing (TIF)
- Project Based Rental Assistance (PBRA)
- Federal Home Loan Bank Mortgages

The company has an extensive network of banking/investor relationships and benefits from the principals' stellar track record, having never defaulted on a loan obligation. Moreover, Green Mills Group has never failed to close on financing and build a funded development. Multiple bank references demonstrate financial capacity and track record.



GREEN MILLS GROUP COMMUNITIES

Green Mills is proud to have completed five innovating, sustainable, and affordable communities throughout Florida and has an additional seven communities in various stages of development and construction. In each case, Green Mills crafted intricate public/private partnerships, collaborated with local governments, and worked closely with community stakeholders.



GREEN MILLS GROUP COMMUNITIES

FOREST RIDGE



Location: Beverly Hills, FL

Project Details: 119 Multi-family Apartments

Construction Start / Completion: 2014/2015

Forest Ridge is a $17MM new construction, 55+ community with 119 residences, a clubhouse, and amenities. Forest Ridge received a competitive 9% annual tax credit allocation of $1.51MM from the Florida Housing Finance Corporation (FHFC) in December 2013. It was also awarded a $500,000 AHP grant from Federal Home Loan Bank of Atlanta.

Green Mills Group is the lead developer, owner (managing General Partner), and asset manager of Forest Ridge. US Bank provided tax credit equity and senior debt. Citrus County awarded Forest Ridge with a subordinate SHIP loan.

Construction commenced December 2014, concurrent with tax credit equity and debt financial closings. Final Certificates of Occupancy were received in Q4 2015. The property received green certifications for its energy efficient and sustainable features, including low-flow fixtures, solar array, SEER rated appliances, etc. After three months, Forest Ridge was 100% leased, far exceeding third-party market study expectations, and currently maintains a waiting list.



AIDA PALMS

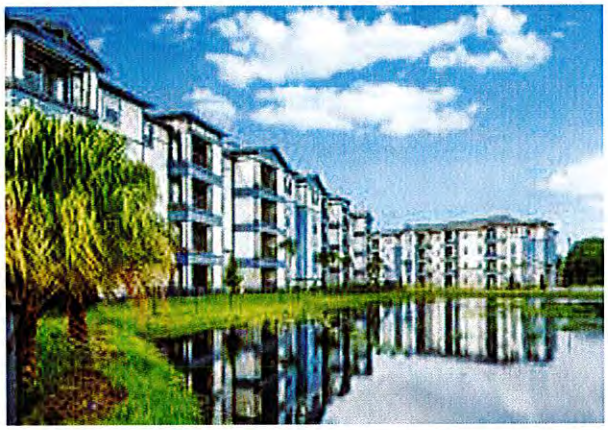


Location: Lakeland, FL

Project Details: 96 Multi-family Apartments

Construction Start / Completion: 2016/2017

Aida Palms is a mixed-income, affordable, in-fill $17MM new construction community with 96 residences, on-site management, community amenities, and energy efficient design. Green Mills was recommended by Florida Housing Finance Corporation for an allocation of competitive 9% tax credits in early 2015.



Green Mills Group is the lead developer, managing General Partner, and asset manager of Aida Palms. Raymond James provided tax credit equity and Florida Community Loan Fund provided long-term senior debt.

The community features a fitness area, pool, community room, business center/library and game room. Its central location in Lakeland provides residents with quick and easy access to local amenities such as groceries, schools, bus stations, and medical facilities. Aida Palms is fully leased and maintains a wait list.



BURLINGTON PLACE



Location: St. Petersburg, FL

Project Details: 53 Multi-family Apartments

Construction Start / Completion:
2016/2017

Burlington Place is a 53 unit mid-rise community located within St. Petersburg's Historic Kenwood neighborhood. The new construction development is within close proximity to neighborhood amenities and public transportation. Burlington Place was selected for a $1,105,000 annual allocation of competitive 9% tax credits in early 2015 by Florida Housing Finance Corporation.

Green Mills Group is Burlington Place's lead developer, managing General Partner, and asset manager. Raymond James provided tax credit equity, Neighborhood Lending Partners provided senior debt, and the City of Lakeland provided subordinate debt.

Burlington Place contains many on-site amenities such as a fitness center, club/game room, and business center. Burlington Place has on-site management and a resident activities coordinator. The community is fully leased and maintains a waiting list.



KARIS VILLAGE



Location: Miami, FL

Project Details: 88 Multi-family Apartments

Construction Start / Completion:
2016/2018

Karis Village is a supportive housing community with 88 units, half of which are set aside for formerly homeless veterans.

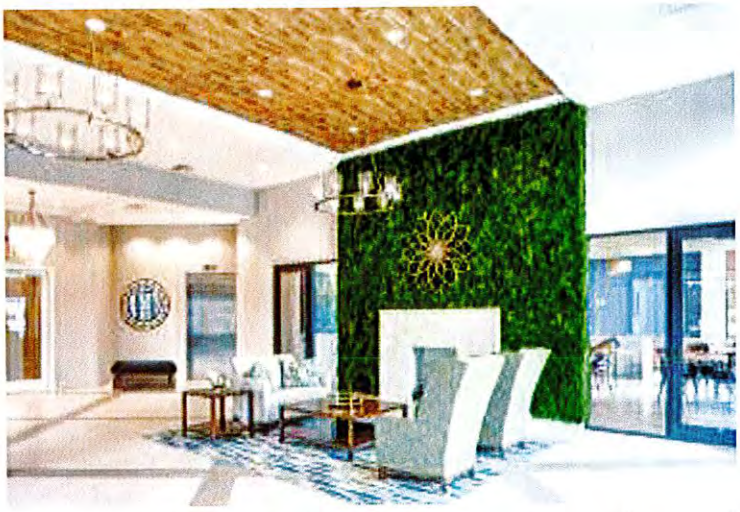
Karis Village was recommended by Florida Housing staff for an annual tax credit allocation of $2,180,000 plus $4,300,000 of SAIL subsidy. The development competed with others for the set-aside subsidy and was selected based on both subjective and objective metrics.

Green Mills Group co-developed the community with Carrfour Supportive Housing, Inc., one of Florida's largest and most successful nonprofit affordable housing developers and service providers. Hudson Housing provided tax credit equity, Capital One provided a construction loan, and Florida Housing Finance Corporation financed the community's long-term SAIL loan.

Karis Village has a dedicated supportive services team and includes robust amenities. Karis Village was completed in 2018 and maintains full occupancy.



BURLINGTON POST



Location: St. Petersburg, FL

Project Details: 86 Multi-family Apartments

Construction Start / Completion: 2017/2018

Burlington Post is an 86 unit mixed-use, mixed-income urban infill community with on-site management and community amenities including a clubhouse, community garden, and fitness center.

Green Mills served as lead developer and managing General Partner. Burlington Post was financed with competitive 9% tax credit equity via Raymond James, conventional debt from Neighborhood Lending Partners, and other gap subsidies including SHIP funds from the City of St. Petersburg.

Located in the artistic Kenwood neighborhood, Burlington Post completed construction in 2018 and is marketed to seniors. The community maintains full occupancy and a waiting list.



SILVER CREEK



Location: Miami, FL

Project Details: 90 Multi-family Apartments

Construction Start / Completion: 2018/2020

Silver Creek is a mixed-use urban in-fill $26MM new construction mid-rise with 90 residences, on-site management, and various community amenities. Construction commenced in 2019 and completed in 2020.

Green Mills Group is Silver Creek's lead developer, managing General Partner, and asset manager. Silver Creek is financed with 9% Low Income Housing Tax Credit (LIHTC) equity via Raymond James, conventional debt from Florida Community Loan Fund, and other gap subsidies including Miami-Dade County Surtax funds.

Silver Creek is a mixed-income family community – with low-income, workforce, and market rate residences – and includes third-party retail on the ground-floor leased to a local nonprofit focused on small business incubation. Silver Creek is fully occupied and maintains a waiting list.



MIDTOWN LOFTS



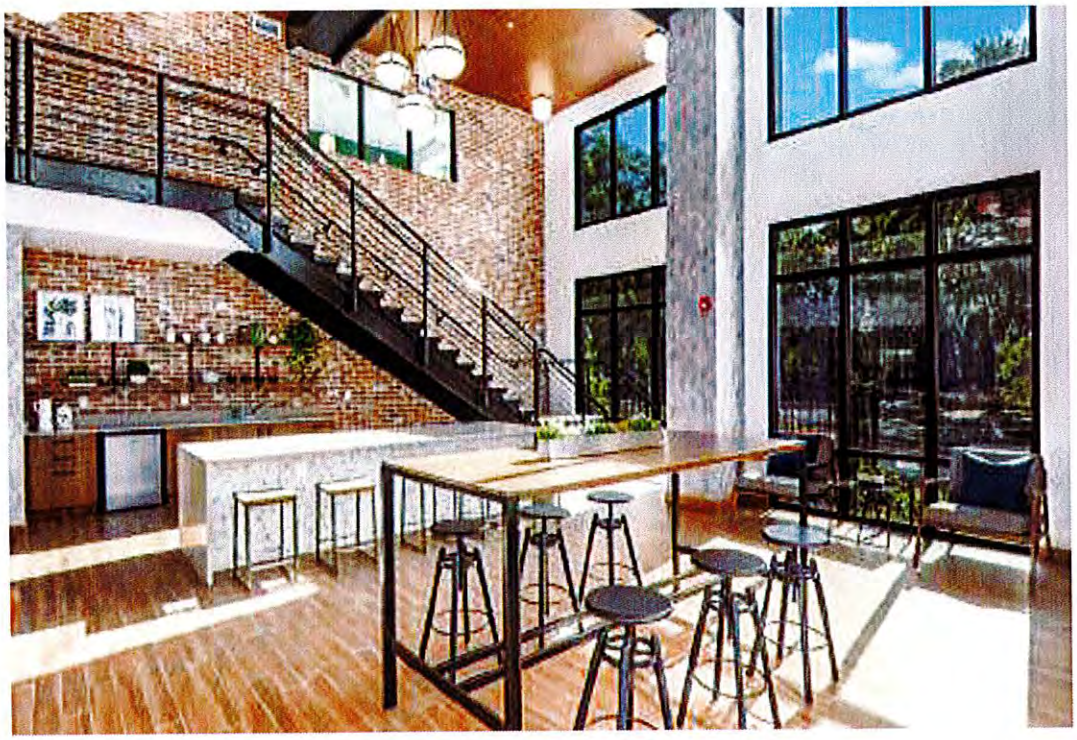
Location: Lakeland, FL

Project Details: 80 Multi-family Apartments

Construction Start / Completion: 2019/2021

Midtown Lofts, a newly completed mixed-income development in Lakeland, Florida, provides 80 mixed-income residences serving families in Polk County. Midtown Lofts was recommended by FHFC to receive 9% tax credits in 2018 under a highly competitive 'Community Revitalization' RFA. Moreover, we worked closely with the City of Lakeland to acquire City-owned land.

Green Mills Group is the developer, owner/General Partner, and asset manager of Midtown Lofts. Tax credit equity was provided by Raymond James and debt was provided by the City of Lakeland CRA, Fifth Third Bank, and Florida Community Loan Fund. Financial closing and construction commencement occurred in Q4 2019 and construction completed in early 2021. Midtown Lofts includes both affordable and market-rate residences, and currently maintains full occupancy with a waiting list.



NORTHSIDE COMMONS



Location: Miami, FL

Project Details: 80 Multi-family Apartments

Construction Start / Completion: 2019/2021

Northside Commons, located in Miami, is a new affordable community currently under construction. The development will provide 80 fully-amenitized residences serving families with disabling conditions. The community will be owned and managed by Carrfour Supportive Housing, Inc. Green Mills Group acts as a consultant/co-developer.

Northside Commons was recommended for funding by Florida Housing Finance Corporation to receive a competitive 9% tax credit allocation and SAIL debt in Spring of 2018. Financial closing and construction occurred in Q4 2019. Residences were made ready for occupancy in Q4 2021.

AUBURN VILLAGE



Location: Auburndale, Polk County, FL

Project Details: 102 Multi-family Apartments

Construction Start / Completion: 2020/2022

Auburn Village, a Green Mills Group community currently under construction in Auburndale, will provide 102 affordable residences to Polk County residents. The mid-rise development will be "green" certified and contain many on-site amenities, including professional management, a fitness center, pool, library, etc.

Auburn Village was awarded a competitive 9% tax credit allocation from Florida Housing Finance Corporation in March 2019. Green Mills closed on financing and broke ground in late 2020; units will be ready for occupancy in Q1 2022. Green Mills is both the lead developer, owner/General Partner, and co-general contractor of Auburn Village.

SEVEN ON SEVENTH



Location: Fort Lauderdale, FL

Project Details: 72 Multi-family Apartments

Construction Start / Completion: 2021/2022

Seven on Seventh will be a supportive housing community in Fort Lauderdale, Florida with 72 apartments, abundant amenities, resources, and services. Seven on Seventh will be an extension of the existing, award-winning Broward County Central Homeless Assistance Center (CHAC) which is operated by Broward Partnership for the Homeless, Inc. (BPHI).

Green Mills Group is Seven on Seventh's lead developer, managing General Partner, and asset manager. Broward Partnership for the Homeless is Green Mills' co-developer, partner, service provider, and land lessor. The community's tenants will benefit from comprehensive services provided within BPHI's state-of-the-art campus setting, personalized case management, and access to community-based services.

Seven on Seventh was recommended for funding by Florida Housing Finance Corporation to receive a competitive 9% tax credit allocation and SAIL debt in the Spring of 2019. Financing closed and construction began in Q3 2021.



HERITAGE PARK



Location: Melbourne, FL

Project Details:
108 Multi-family Apartments

Construction Start / Completion:
2019/2021

Heritage Park is a new construction mixed-income affordable development and will provide 108 residences to the Melbourne community. About 35% of its homes will be reserved for homeless and formerly homeless families and individuals.

Green Mills serves as a consultant and co-developer for Heritage Park; Carrfour Supportive housing is the lead developer, owner, and service provider. Heritage was recommended for funding by Florida Housing Finance Corporation to receive a competitive 9% tax credit allocation in the Spring of 2018. Financial closing and construction commencement occurred in Q4 2019, and residences were ready for occupancy in Q3 2021.

COLONNADE PARK



Location: Inverness, FL

Project Details: 106 Multi-family Apartments

Construction Start / Completion: 2019/2021

Colonnade Park is a new construction affordable community with 106 residences, on-site management, community amenities, and energy efficient design. Green Mills was recommended by Florida Housing Finance Corporation for an allocation of competitive 9% tax credits in 2018.

Green Mills Group is Colonnade Park's lead developer, owner/managing General Partner, and asset manager. Tax credit equity and senior debt was provided by US Bank, and Citrus County provided subordinate debt. Construction was completed in 2021 and the community maintains full occupancy with a waiting list.

REFERENCES

JAMES WALKER
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President – Circle Inc., CDC
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305-375-442

PROJECT KEY STAFF



GREEN MILLS, DEVELOPER

OSCAR SOL

Mr. Sol is a principal of Green Mills and will oversee all aspects of the development process.

MITCH ROSENSTEIN

Mr. Rosenstein is a principal of Green Mills and will oversee financial underwriting, debt and equity structuring/procurement, and financial closings.

DIANA MANSUR

Ms. Mansur will serve as a Project Administrator, working on all aspects of legal, underwriting, and financial support throughout the development process.

ACCOUNTING

MATT MALCOM

Mr. Malcom will provide accounting, audit, and compliance support to Green Mills.

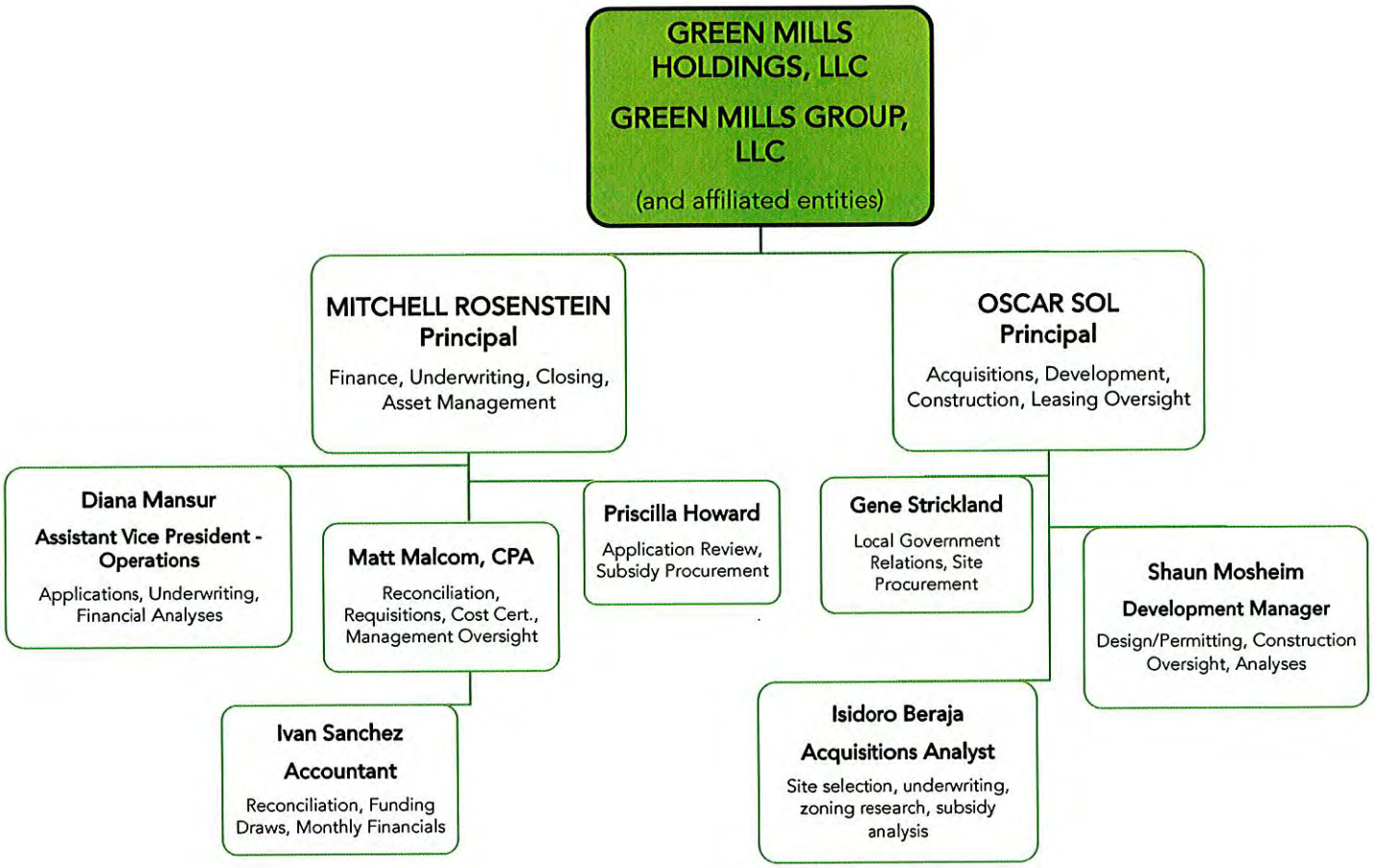
PUBLIC POLICY & FINANCE SPECIALIST

PRICILLA HOWARD

Ms. Howard will provide valuable public policy and housing subsidy consultation.

ORGANIZATIONAL STRUCTURE & STAFFING

DEVELOPMENT TEAM



OUR SUCCESS IS LARGELY A RESULT OF THREE RELATED FACTORS: WE LISTEN TO LOCAL STAKEHOLDERS, WE SPECIALIZE IN SUSTAINABLE, WORKFORCE, MULTI-FAMILY HOUSING, & WE HAVE AN EXCEPTIONAL TEAM OF PROFESSIONALS.

BROWARD PARTNERSHIP FOR THE HOMELESS TEAM

BROWARD PARTNERSHIP

The road to health, jobs & homes for the homeless



Frances M. Esposito
Chief Executive Officer
Broward Partnership
920 Northwest 7th Avenue
Fort Lauderdale, FL 33311
Phone: 954.779.1693
Email: FEsposito@bphi.org

Frances M. Esposito's entry into the field of homelessness began in 1990 when she was appointed Director of Miami's Community Homeless Assistance Project (CHAP), through which she successfully coordinated the shutdown of Miami's largest homeless encampment and supervised the assessment and placement of its more than 550 occupants. As Chief Operating Officer of both Camillus House, Inc. and Camillus Health Concern, a multi-million dollar social service agency in Miami-Dade dedicated to the indigent and homeless, Ms. Esposito re-engineered the organizational infrastructure, initiated the development of a comprehensive treatment service milieu, secured the designation as a federally qualified health care center (FQHC), oversaw the development and construction of supportive housing, and the multi-million dollar construction of the Camillus Health Concern Clinic.

In 1998, she was brought on as Chief Executive Officer of the Broward Partnership and successfully shepherded the construction of the Broward County Central Homeless Assistance Center (CHAC) on the Huizenga Campus, a 57,000 sq. ft., 230-bed emergency shelter that opened its doors on February 1, 1999. Ms. Esposito successfully developed the infrastructure and comprehensive service array for the Partnership that has won best practices awards from the Florida Department of Children & Families and the U.S. Department of Housing & Urban Development, who also recognized the Partnership as one of 400 innovative projects in the nation serving the homeless. This success led to the Broward Partnership expanding its operations on April 1, 2019 to the North Homeless Assistance Center (NHAC), a 268- bed emergency shelter. In addition, Ms. Esposito's commitment to developing and maintaining affordable housing resulted in the Florida Housing Finance Corporation awarding Broward Partnership a $24 million low income tax credit subsidy for the construction of Seven on Seventh, a 72-unit mixed use development designed to house Broward County residents at 60% or below of area median income, on the campus of the Partnership's Central Homeless Assistance Center (CHAC) in Fort Lauderdale. The award was the first of its kind for Broward County in over 10 years.

As a past board member of Broward County's Homeless Continuum of Care, who chaired the Permanent Supportive Housing Committee, and now is a board member of the Broward County Housing Council, Ms. Esposito was recognized as a "Woman of Distinction" by the March of Dimes and received the Fort Lauderdale Chamber of Commerce Women's Council Circle of Excellence Award in 2006. In 2010 and again in 2020 the Partnership was the recipient of the prestigious Bank of America Neighborhood Builders Award, recognizing nonprofit leaders and organizations that effectively address economic mobility and social progress issues in America's communities. In 2014, Ms. Esposito was honored with the distinguished Jim Moran Foundation Award, as a non-profit leader with an established legacy of giving back to the community through active service and personal commitment. Also in 2014, the Partnership was awarded "Outstanding Non-Profit Organization of the Year" at the 4th Annual PNC Bank Non-Profit Academy Awards, recognizing the agency's strong governance and executive leadership, financial stability, and exceptional overall results. In 2016 the Partnership was named as the "Non-Profit Organization of the Year" by the Greater Fort Lauderdale Chamber of Commerce. Ms. Esposito is a member of the Board of Directors of the Florida Supportive Housing Coalition.

Under Ms. Esposito's progressive leadership, the Partnership has made a difference in the lives of more than 29,000 individuals and families experiencing homelessness and has contributed to the collective efforts to make Broward County a better place for everyone.

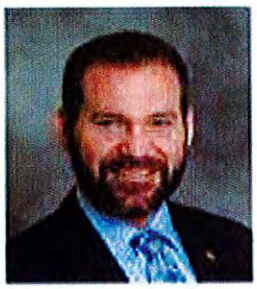
BROWARD PARTNERSHIP FOR THE HOMELESS TEAM

BROWARD PARTNERSHIP
The road to health, jobs & homes for the homeless

Executive Leadership



Frances M. Esposito
Chief Executive Officer



Tom Campbell
Chief Operating Officer



Leisha Austin
Chief Financial Officer



Ryon Coote
Chief Development Officer



Jean Delevry
Chief Human Resources Officer

BROWARD PARTNERSHIP OFFICERS

BROWARD PARTNERSHIP

The road to health, jobs & homes for the homeless

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BOARD OF DIRECTORS



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PROJECT PROFESSIONALS

A development team comprised of local, invested, and knowledgeable professionals has been curated for this development. An important factor to us while creating this team, was local presence. This group of dedicated professionals includes Forum Architecture, Keith Engineering, JWR Construction, and Holland & Knight.

ARCHITECT:	**FORUM ARCHITECTURE**
CIVIL ENGINEER:	**KEITH ENGINEERING**
GENERAL CONTRACTOR:	**JWR CONSTRUCTION**
LEGAL:	**HOLLAND & KNIGHT / NELSON MULLINS**

Please find each teams' corporate profile in the following attachment for further information on team members and experience.





TAB 5

JOB CREATION

-EXISTING JOBS ON PAYROLL

-JOBS TO BE CREATED

SEVEN ON SEVENTH
EXISTING JOBS ON PAYROLL

Seven on Seventh will be a brand new community; besides approximately four full-time construction staffworkers on site, there are no current jobs on payroll. We anticipate est. five full-time jobs will be created once the community is fully built, leased, and operating.



SEVEN ON SEVENTH
JOBS TO BE CREATED

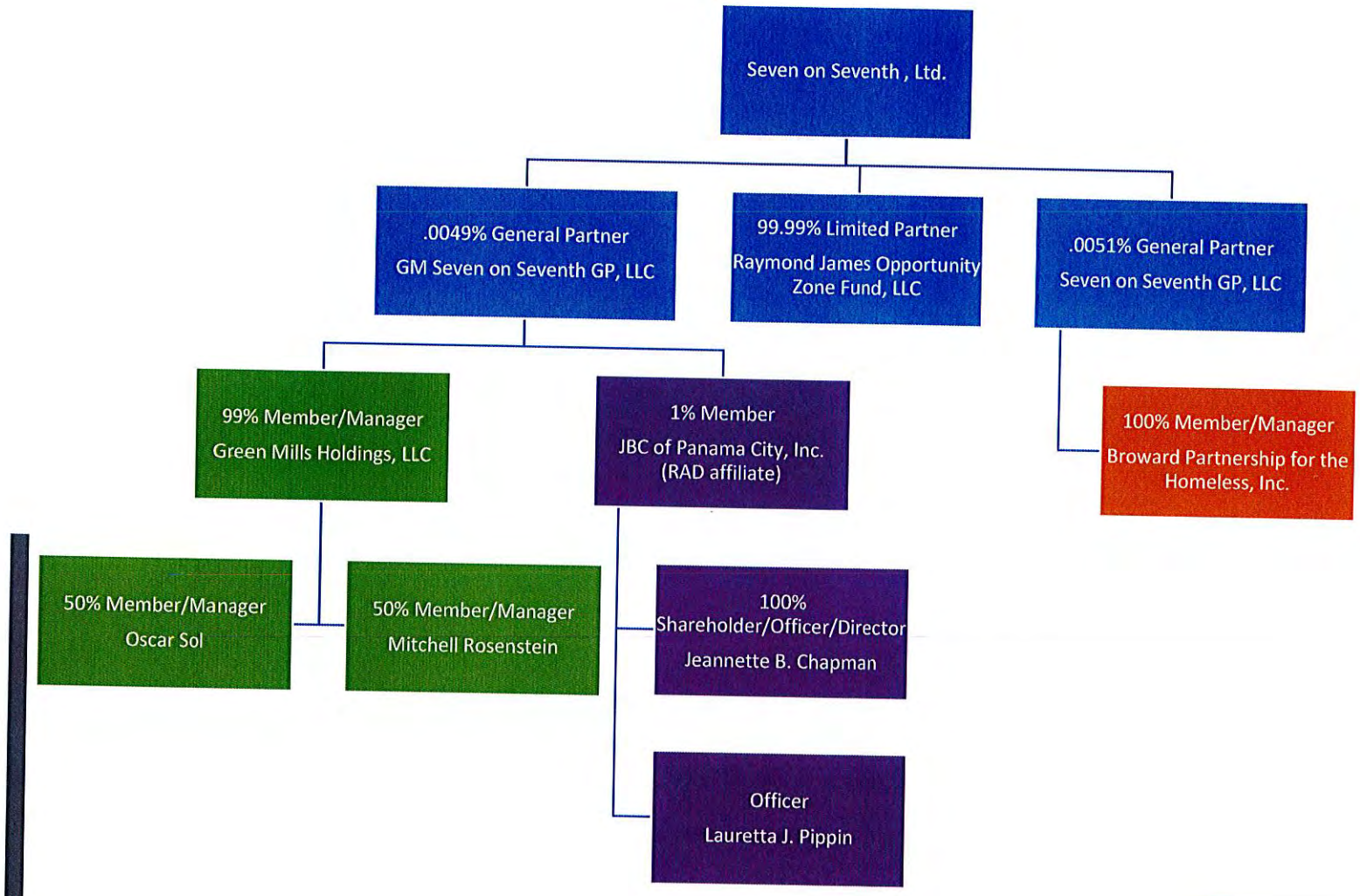
Seven on Seventh will create estimated five full or part time jobs. Please see the breakdown below:

List of all Jobs to be Created

Job Title	#	Brief Job Description	Annual Average Salary	Industry Average Salary	Experience/Education/Skills Required
Property Manager	1	Management of property, lease oversight	$42,000	$40,000-$45,000	GED/High School
Maintenance Supervisor	1	Maintaining property/unit repairs	$35,000	$32,000-$37,000	GED/High School
Groundskeeper	1	General Maintenance/beautification	$13,000	$12,000-$14,000	GED/High School
Case Worker	2	Work with homeless residents	$35,000	$32,000-$37,000	Masters Degree

*USE ADDITIONAL SHEETS IF NECESSARY

LEGAL/ORGANIZATIONAL DOCUMENTS
ORGANIZATIONAL CHART



IRS Department of the Treasury
Internal Revenue Service

ATLANTA GA 39901-0001

In reply refer to: 0752858409
June 26, 2014 LTR 4170C 0
65-0777033 000000 00
00035714
BODC: TE

BROWARD PARTNERSHIP FOR THE
HOMELESS INC
920 NW 7TH AVE
FT LAUDERDALE FL 33311

011018

Person to Contact: CUSTOMER SERVICE
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of June 17, 2014, regarding the tax-exempt status of BROWARD PARTNERSHIP FOR THE HOMELESS INC .

Our records indicate that a determination letter was issued in JUNE 1998, granting this organization exemption from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate this organization is not a private foundation within the meaning of section 509(a) of the Code because it is described in section(s) 509(a)(1) and 170(b)(1)(A)(v).

Our records indicate that in December 1938, the American National Red Cross was held to be exempt from Federal income tax under section 101(6) of the Internal Revenue Act of 1938, which now corresponds to section 501(c)(3) of the Internal Revenue Code. In a subsequent determination, the American Red Cross was classified as a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(a)(vi) of the Code.

Even though the American National Red Cross was issued an individual ruling, this ruling covers its chapters, branches, and auxiliaries.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown above.

Date Submitted: 2019-02-04 13:36:47.490 | Form Key: 5269

GROUND LEASE

This Ground Lease (the "**Ground Lease**") is made with an effective date as of February 1, 2019 (the "**Effective Date**") between BROWARD PARTNERSHIP FOR THE HOMELESS, INC., a Florida not-for-profit corporation (the "**Landlord**"), and SEVEN ON SEVENTH, LTD., a Florida limited partnership (the "**Tenant**").

PREAMBLE

A. The Landlord is the owner of certain real property in Broward County, Florida, identified as the "Property" in Section 1.02 hereof, which the Landlord desires to have improved with the use of certain private and public funds.

B. In connection with the improvement of the Property, the Landlord and the Tenant desire that the Tenant construct, own, and operate an affordable housing community, with related site improvements and amenities (collectively, the "**Project**") on the Property.

LEASE

In consideration of the foregoing preamble, and the promises and mutual covenants set forth herein, the Landlord and the Tenant, with the intent to be legally bound, hereby agree as follows:

ARTICLE I - GRANT OF LEASED PREMISES; TERM

1.01. Grant of Leased Premises. The Landlord hereby leases the Premises to the Tenant to be effective as of the Effective Date, provided, however, possession of the Premises shall not be turned over to Tenant until the Closing Date (as hereinafter defined), and the Lease shall remain in effect until the date which is ninety nine (99) years after the Closing Date (the "**Expiration Date**"), unless sooner terminated as provided herein. In the event that Tenant is unable to achieve the Closing Date by the third anniversary of the Effective Date, as may be further extended by Tenant upon written notice of extension to Landlord in order to allow the Tenant to make at least three (3) competitive applications for an award of tax credits from Florida Housing Finance Corporation ("FHFC") for permanent supportive housing and at least one (1) year to close any financing after a final nonappealable award of tax credits from FHFC(the "Closing Date Deadline") for any reason, including an inability to obtain an allocation of Low Income Housing Tax Credits from FHFC (as hereinafter defined) or obtain sufficient financing commitments or permits to allow for construction and outfitting of the contemplated Improvements (as hereinafter defined), then Landlord or Tenant may terminate this Lease upon written notice to the other party and each party shall thereafter be released from liability related hereto except for such provisions as may specifically survive termination.

1.02. Premises. The Premises consists of those certain tracts or parcels of land located in Broward County, Florida, as more particularly described in Exhibit A attached hereto and incorporated herein, together with all appurtenances, easements and rights of way related thereto and the improvements now or hereafter located thereon (collectively, the "**Premises**"). The

Premises, exclusive of the buildings and improvements now or hereafter located thereon, is also hereinafter referred to as the "**Property**".

1.03. Improvements.

(a) After the Closing Date, the Tenant shall construct or cause a residential rental community to be constructed on the Property, plus such amenities, parking, landscaping and other improvements as Tenant may desire (including any future replacements and additions, the "**Improvements**") for use as new rental apartments set aside for residents qualifying for occupancy pursuant to Section 42 of the Internal Revenue Code of 1986 (the "**Code**") and the regulations promulgated thereunder, as amended.

(b) The Improvements shall be constructed in accordance with the requirements of all laws, ordinances, codes, orders, rules, and regulations (collectively all "**Applicable Laws**") of all governmental entities having jurisdiction over the Improvements (collectively the "**Governmental Authorities**"), provided Landlord in its capacity as landlord, shall have no participation or control of the construction or operation of the Project, except as otherwise set forth in this Ground Lease.

(c) The Project is intended to be subjected to and benefited by the terms and conditions of the Low Income Housing Tax Credit requirements as set forth in the Code, and as required by the FHFC during the appropriate extended use period.

(d) In anticipation of the Closing Date and after an award of tax credits from FHFC, the Tenant shall use commercially reasonable efforts to apply for and prosecute, with reasonable diligence, all necessary approvals, permits, and licenses required by applicable Governmental Authorities for the construction, development, zoning, use, and occupation of the Improvements.

(e) Construction of the Improvements shall be performed in a good and workmanlike manner and in conformity with all Applicable Laws.

(f) The Improvements shall include a multi-level parking garage, intended to be shared by the Project and the Landlord's facility located adjacent to the Project (the "Landlord's Other Property"). The Landlord and Tenant agree to negotiate in good faith with regard to an easement agreement for the use, operation, maintenance, upkeep and repair of the parking garage.

1.04. Possession. Tenant shall take possession of the Premises upon the closing of the financing for the Improvements (the "Closing Date") and payment of the Capitalized Lease Payment to Landlord. Except as may be specifically stated herein to the contrary, Tenant shall bear no expense or liability with respect to the Premises prior to the Closing Date. Prior to the Closing Date, Landlord will cooperate with Tenant to obtain financing for the Project at no cost or expense to Landlord. During the period from the Effective Date to the Closing Date (hereafter referred to as the "Pre-Possession Period"), Landlord shall not grant possession or any possessory rights to any other person or entity with respect to the Premises.

1.05. Inspection of the Premises. During the Pre-Possession Period, Tenant and its agents, contractors, engineers, surveyors and representatives, employees, and officers (collectively, "Consultants"), at Tenant's sole cost and risk, shall have the right to enter the Premises to make inspections, surveys, test borings, soil analysis, and other tests, studies and surveys, including without limitation, environmental tests, borings and analysis and studies within the Premises, provided Tenant has given Landlord and reasonable prior notice in each instance. Notwithstanding the foregoing, Tenant shall give not less than two (2) business days' notice to Landlord prior to Tenant's or its Consultants' access of the Premises and shall permit Landlord, its representative or agent to be present during all investigations and inspections conducted on the Premises. Landlord and its agents and representatives, at no cost or expense to Landlord, shall reasonably cooperate with Tenant and the Consultants in connection with any test or inspection. All tests and investigations to be performed by Tenant or its Consultants shall be in accordance with all applicable laws and regulations and accepted testing standards. Tenant shall be responsible for, and shall dispose of, all such test samples in accordance with applicable law at no cost or liability to Landlord. In the event the Closing Date does not occur for any reason whatsoever, the Tenant shall, upon request by Landlord, provide to Landlord copies of any and all independent tests, studies or test results obtained after the Effective Date and relating to the Premises. Tenant shall bear the cost of all inspections or tests undertaken by the Consultants and shall be responsible for and act as the generator with respect to any wastes generated by those tests. The Premises shall be restored by Tenant or the Consultants to its original condition at Tenant's or the Consultants' sole expense following any site work by Tenant or any Consultant. Tenant shall keep the Premises free and clear of any liens arising from access to the Premises by it and its Consultants, and will indemnify and hold harmless the Landlord and against all claims, losses, damages and expenses (including reasonable attorneys' fees and costs) because of the failure to pay all costs arising from access to the Premises and from the filing of any liens based on the acts or failures to act of Tenant or any Consultant, injury or death to any person or damage or loss of any kind to any property caused by the acts or omissions of Tenant or its Consultants, which obligations shall survive the termination of this Agreement. Tenant shall obtain (or cause its contractor or consultant to obtain), at Tenant's sole cost and expense, within thirty (30) days after the Effective Date, a policy of commercial general liability insurance covering any and all liability of Tenant and Landlord with respect to or arising out of any investigative activities conducted by or on behalf of Tenant. Such policy of insurance shall be an occurrence policy and shall have liability limits of not less than One Million Dollars ($1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability and shall name Landlord as an additional insured and Tenant shall provide Landlord with a copy of such policy or a certificate of such policy. Tenant shall keep the Premises free and clear of any mechanics' liens or materialmen's liens related to Tenant's right of inspection and the activities contemplated by this Lease.

1.06. Due Diligence. No later than ten (10) days after the Effective Date, Landlord shall have delivered to Tenant for Tenant's review any and all environmental reports and studies in its possession or control. No later than thirty (30) days after the Effective Date, Landlord shall have made available to Tenant the following due diligence items ("Due Diligence Items"): (i) any agreements, documents or information in the possession of Landlord reasonably requested by Tenant that bind the Premises and materially affect its operation or use; and (ii) all plans, documents, agreements and other records in Landlord's possession of any governmental entities,

districts and utilities regarding the Premises or otherwise impacting, restricting, or affecting the use of the Premises. Landlord makes no representations or warranties concerning the accuracy or completeness of any Due Diligence Items.

1.07 Benefits of Improvements During Term. Landlord acknowledges and agrees that Tenant shall be accorded all benefits and burdens of ownership of the Premises for as long as this Lease shall remain in effect. At all times during the term of this Ground Lease, the Improvements shall be owned by the Tenant and, during the term, the Tenant alone shall be entitled to all of the tax attributes of ownership including, without limitation, the right to claim depreciation or cost recovery deductions, the right to claim low-income housing tax credits described in Section 42 of the Code and the right to amortize capital costs and to claim any other federal tax benefits attributable to the Improvements. Upon the termination of this Ground Lease the Premises shall become the sole property of the Landlord, at no cost to the Landlord, and shall be free of all liens and encumbrances other than the Permitted Encumbrances (as defined herein).any and all depreciation, amortization, profits, losses, and income for Federal or state tax purposes relating to the Improvements located on the Property and any and all additions thereto, substitutions therefor, fixtures therein and other property relating thereto shall be deducted by or credited exclusively to the Tenant during the term of this Ground Lease.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

2.01 Landlord's Representations and Warranties. The Landlord hereby represents and warrants to the Tenant as follows:

(a) Title. The Landlord owns fee simple, good and marketable title to the Premises.

(b) Landlord and Approvals. (i) The Landlord has full right, power, and authority to make, execute, deliver, and perform its obligations under this Ground Lease, (ii) the Landlord has obtained and received all required and necessary consents and approvals to enter into this Ground Lease with the Tenant; and (iii) the entry by the Landlord into this Ground Lease with the Tenant and the performance of all of the terms, provisions, and conditions contained herein does not and will not violate or cause a breach or default under any agreement or obligation to which the Landlord is a party or by which it is bound.

(c) Contractual Obligations. The Landlord is not obligated under any contract, lease or agreement, materially affecting the ownership, use, operation, management, maintenance, or lease of the Premises, other than certain rights inuring to the benefit of Broward County pursuant to documents executed at the time of Landlord's acquisition of the Premises from Broward County (the "County Covenants"). Tenant acknowledges receipt of copies of the County Covenants and agrees to be bound thereby for the term of this Ground Lease.

(d) Full Disclosure. No representation, statement, or warranty by the Landlord contained in this Ground Lease or in any exhibit attached hereto contains or will contain any untrue statement of a material fact or omits a material fact necessary to make the statement of fact therein recited not misleading.

(e) Litigation. There is no action, suit, litigation, or proceeding pending or to the Landlord's knowledge, threatened against the Landlord that could prevent or impair the Landlord's entry into this Ground Lease or performance of its obligations hereunder.

(f) To the best of Landlord's knowledge, there are no: (1) existing or pending improvement or special assessment liens affecting the Property; (2) existing, pending or threatened lawsuits, or appeals of prior lawsuits, affecting the Property; (3) existing, pending or threatened condemnation proceedings affecting the Property; or (4) unrecorded easements, restrictions or encumbrances affecting all or any part of the Property;

(g) Landlord has not, to the best of Landlord's knowledge, used, manufactured, stored, or released any "Hazardous Materials" (as hereinafter defined) on, in or around the Property. Notwithstanding the foregoing, Landlord hereby discloses that Landlord has been made aware of a potential spill of fuel on Landlord's Other Property that may have leached onto the Property. Landlord is in the process of evaluating the potential spill and will provide its findings to Tenant within thirty (30) days following the Effective Date. As used herein, "**Hazardous Materials**" shall mean petroleum and petroleum based products and any other substance or material, the use, manufacture, storage, release or presence of which in land, water or elsewhere in the environment is limited, prohibited or in any other way regulated by any federal, state or local law, ordinance, rule or regulation. Landlord further represents and warrants that, to the best of Landlord's knowledge, no portion of the Property has ever been used as a landfill or a dump;

(h) No commitments or agreements have been or will be made by Landlord to any governmental authority, utility company, school board, church or other religious body, any homeowners or homeowners' association, or any other organization, group or individual, relating to the Property which would impose an obligation upon Tenant to make any contributions or dedications of money, land, or any interest in land, to construct, install or maintain any improvements of a public or private nature on or off the Property, or otherwise impose any obligations or liability on Tenant or the Property;

2.02 Tenant's Representations and Warranties. The Tenant hereby warrants and represents to the Landlord as follows:

(a) Existence. The Tenant is a limited partnership presently existing and in good standing under the laws of the State of Florida.

(b) Authority. The Tenant (i) has the partnership power and authority to own its properties and assets, to conduct its business as presently conducted and to execute, deliver, and perform its obligations under this Ground Lease and (ii) has obtained all internal partnership authorizations and approvals which are necessary for it to execute, deliver, and perform its obligations under this Ground Lease.

(c) Binding Obligation. This Ground Lease has been duly and validly executed and delivered by the Tenant and constitutes a legal, valid, and binding obligation of the Tenant enforceable in accordance with its terms.

(d) Litigation. There is no pending or, to the best of the Tenant's knowledge, threatened investigation, action, or proceeding by or before any court, any governmental entity or arbitrator which (i) questions the validity of this Ground Lease or any action or act taken or to be taken by the Tenant pursuant to this Ground Lease or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition, financial or otherwise, of the Tenant which will materially impair its ability to perform its obligations hereunder.

(e) Full Disclosure. No representation, statement, or warranty by the Tenant contained in this Ground Lease or in any exhibit attached hereto contains any untrue statement of a material fact or omits a material fact necessary to make such statement of fact therein not misleading.

ARTICLE III – RENT

3.01 Ground Rent. The Tenant covenants and agrees to pay to the Landlord rent as follows: (a) on the date on which the Tenant closes on its construction financing and tax credit syndication (the "Closing Date") a capitalized lease rent payment in an amount equal to One Million Dollars ($1,000,000) (the "Capitalized Lease Payment") and (b) One Dollar ($1.00) per year during the term of this Ground Lease (the "Annual Rent"). The installments of Annual Rent will be payable on the first day of January of each calendar year, commencing on January 1, 2020. The Capitalized Lease Payment and each installment of Annual Rent will be paid at the address specified for the Landlord in Section 14.11, below, or at such other address as the Landlord designates. The Tenant acknowledges and agrees that the construction of affordable housing on the Premises is a material inducement for the Landlord to offer the Premises on the terms set forth herein to the Tenant, and but for the Tenant's promise to provide such housing the terms contained herein would not be offered, it being understood and agreed that such terms constitute fair value taking into account the restrictions and other undertakings set forth herein. Notwithstanding the foregoing, the Capitalized Lease Payment amount shall be subject to adjustment if the FHFC credit underwriter's appraisal is less than $1,000,000, then the Capitalized Lease Payment amount shall be reduced to the appraised amount (but not less than $600,000). In the event the appraisal is less than $600,000, the Capitalized Lease Payment amount will remain at $600,000.

3.02 Payments by Tenant. Other than as expressly set forth in this Ground Lease, as of the Closing Date (but not before), all costs, expenses, liabilities, charges or other deductions whatsoever with respect to the Premises and relating to the period as of the Closing Date, shall be the responsibility of the Tenant, and all costs, expenses, liabilities, charges or other deductions whatsoever with respect to the Premises prior to the Closing Date shall be the responsibility of Landlord.

ARTICLE IV - TAXES, OPERATING EXPENSES, INSURANCE REQUIREMENTS, AND RESTORATION

4.01 Taxes. With respect to the period commencing on the Closing Date, the Tenant will pay any payments in lieu of real estate taxes, any real estate taxes and personal property taxes and assessments assessed, levied, confirmed, or imposed on the Premises during the term of this Ground Lease whether or not now customary or within the contemplation of the Landlord and the Tenant. The Tenant will pay any real estate transfer taxes that are required in connection with this

Ground Lease. The Landlord shall pay any local, state, or federal net income taxes assessed against the Landlord, if any, including but not limited to all sales and use taxes imposed by the state of Florida on any payment due to Landlord under this Ground Lease; local, state, or federal capital levy of the Landlord; or sales, excise, franchise, gift, estate, succession, inheritance, or transfer taxes of the Landlord. The Landlord shall have the obligation to: (i) cause any tax bills to be sent directly to the Tenant or (ii) provide copies of all bills directly to the Tenant promptly after receipt. The Landlord shall also assist the Tenant, at no expense to the Landlord, with any efforts to achieve tax savings through a PILOT agreement or other similar mechanism.

4.02 Operating Expenses.

(a) Tenant's Obligation. Commencing on the Closing Date, Tenant will pay or cause to be paid directly to the providers of such services all costs and expenses directly attributable to or directly incurred in connection with the ownership, use, leasing, occupancy, operation, maintenance, and repair of the Premises including without limitation (i) all energy sources for the Improvements, such as propane, butane, natural gas, steam, electricity, solar energy, and fuel oil; (ii) all water, sewer and trash disposal services; (iii) all maintenance, repair, replacement and rebuilding of the Improvements including, without limitation, all mechanical, electrical, HVAC, telecommunications and security systems within the Improvements, and all structural and non-structural components of the Improvements, both interior and exterior; (iv) all landscaping, snow removal, maintenance, repair and striping of all parking areas of the Improvements; (v) all insurance premiums relating to the Premises, including fire and extended coverage, public liability insurance, rental insurance and all risk insurance; and (vi) the costs and expenses of all capital improvements or repairs (whether structural or non-structural) required to maintain the Improvements in good order and repair or required by any Governmental (or quasi-governmental) Authority having jurisdiction over the Premises. It shall not be a default hereunder if the payments contemplated herein are not made by Tenant on time; provided Tenant shall defend and indemnify Landlord with respect to any losses, expenses and liabilities incurred by Landlord as a result of Tenant's failure to make such payments on a timely basis.

(b) Permits and Licenses. As of the Closing Date, the Tenant will also procure, or cause to be procured any and all necessary permits, licenses, or other authorizations required for the installation and maintenance of wires, pipes, conduits, equipment, and appliances for use in supplying any such service to and upon the Premises. The Landlord, upon request of the Tenant, and at the sole expense and liability of the Tenant, will join with the Tenant in any application required for obtaining or continuing any such services.

4.03 Insurance. The Tenant shall maintain and keep in force insurance, naming the Landlord as an additional insured, if applicable, in the type and for the amounts reasonably required by Landlord, which types and amounts may be adjusted from time to time by the Landlord in its reasonable discretion. At a minimum, Tenant's insurance coverage shall include:

Commercial general liability insurance with a combined single limit of not less than $2,000,000 for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Tenant and Landlord including coverage for contractual liability and broad form property damage; provided Landlord shall have the right

from time to time to determine such higher limits as may be reasonable and customary for similar properties similarly situated.

Worker's Compensation Insurance in accordance with the laws of the State of Florida; provided this insurance may be obtained by the general contractor and the property manager as it is not contemplated that the Tenant will have employees.

Such other insurance on or in connection with the Leased Premises as Landlord may reasonably require and which at the time is commonly obtained in connection with similar properties similarly situated.

All public liability, property damage liability, and casualty policies maintained by the Tenant will be written as primary policies, not contributing with and not secondary to insurance coverage that the Landlord may carry. If the Tenant fails to maintain such insurance, at its election, and upon five days' notice to the Tenant, the Landlord may procure such insurance as may be necessary to comply with the insurance requirements of this Section 4.03 (but shall not be obligated to procure same), and the Tenant shall repay to the Landlord as Additional Rent (defined in Section 12.01(b) below) the cost of such insurance. The Tenant shall furnish to the Landlord certificates of insurance which shall state that a 30-day notice of prior cancellation or change will be provided to the Landlord. Notwithstanding the foregoing, Landlord agrees that Tenant's compliance with the insurance requirements of Tenant's limited partner and Permitted Leasehold Mortgagees for the Premises shall be sufficient to comply with this Section 4.03.

4.04 Restoration. If the Improvements shall be damaged or destroyed in whole or in part, the Tenant shall give prompt notice thereof to the Landlord. The net amount of all insurance proceeds received by the Tenant with respect to such damage or destruction (the "Net Proceeds") shall, subject to the requirements of Tenant's limited partner and terms of any Permitted Leasehold Mortgage (defined in Section 6.09, below) be used to pay for the costs and expenses of the Restoration (defined below). To the extent of available insurance proceeds, the Tenant shall proceed promptly after the insurance claims are settled with the restoration, replacement, rebuilding or repair of the Improvements as nearly as possible to the condition the Improvements were in immediately prior thereto (the "**Restoration**"). The Restoration shall be done in compliance with all Applicable Laws. Notwithstanding the foregoing, subject to the terms of any Permitted Leasehold Mortgage, should the Improvements be substantially destroyed in the final five (5) years of the term of this Ground Lease, the Tenant shall have no obligation to undertake the Restoration, but may do so at its election. If the Restoration is not undertaken, Tenant shall assign the Net Proceeds to Landlord.

ARTICLE V - USE OF PREMISES; COVENANTS RUNNING WITH THE LAND

5.01 Permitted Use. Subject only to the provisions of Section 6.09(e) below, during the term of this Ground Lease, or such lesser period as may be permitted by law, the Tenant will continuously set aside all of the constructed units on the Premises as affordable rental housing units for qualified residents in compliance with Section 42 of the Code and any requirements of FHFC for so long as any such requirements remain in effect, and shall continuously use and operate all units in a manner which satisfies the requirements of FHFC's extended use agreement.

Notwithstanding anything in this Ground Lease to the contrary, the Tenant shall have the right to enter into dwelling leases with respect to each housing unit with individuals or households.

5.02 Compliance with Laws. The Tenant shall not use or occupy, or suffer or permit any portion of the Premises to be used or occupied in violation of any Applicable Law, certificate of occupancy, or other governmental requirement. The Tenant will comply with all Applicable Laws and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the Premises.

5.03 Special Provisions Relating to Compliance with Environmental Laws.

(a) Tenant's Environmental Covenants. Without limitation of any of the Tenant's other covenants, agreements and obligations under this Ground Lease, the Tenant hereby specifically covenants and agrees to fulfill the responsibilities set forth below with respect to environmental matters:

(i) The Tenant shall comply with any and all federal, state and local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, permits, licenses and ordinances, or any judicial or administrative interpretation of, any of the foregoing, pertaining to the protection of land, water, air, health, safety or the environment whether now or in the future enacted, promulgated or issued (the "**Environmental Laws**") applicable to the Tenant relative to the Premises. The Tenant shall identify, secure, and maintain all required governmental permits and licenses as may be necessary for the Premises or otherwise required by the Tenant's activities. The Tenant shall maintain such permits and licenses in effect and shall renew them in a timely manner, and the Tenant shall comply and cause all third parties to comply with the terms of such permits and licenses. All substances, chemicals, materials or elements that are prohibited, limited or regulated by any and all Environmental Laws ("**Hazardous Substances**") present, handled, generated or used by the Tenant on the Premises will be managed, transported and disposed of in a lawful manner.

(ii) The Tenant shall provide the Landlord with copies of all forms and other information concerning any releases, spills or other incidents relating to Hazardous Substances or any violations of Environmental Laws promptly upon the discovery of such releases, spills, or incidents.

(b) Landlord's Environmental Covenants. Without limitation of any of Landlord's other covenants, agreements, and obligations under this Ground Lease, the Landlord hereby specifically covenants and agrees to provide the Tenant with copies of all forms and other information concerning any releases, spills, or other incidents relating to Hazardous Substances or any violations of Environmental Laws with respect to the Premises of which the Landlord has actual knowledge.

5.04 Tenant's Environmental Indemnity. The Tenant covenants and agrees to indemnify, defend, and hold the Landlord free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements, or expenses (including reasonable attorneys' fees) which may at any time

be imposed upon, reasonably incurred by, or asserted or awarded against the Landlord in connection with or arising from:

(a) the existence of any Hazardous Substances which are first placed on, in, or under all or any portion of the Premises during the term of this Ground Lease after the Closing Date , except to the extent so placed by the Landlord; or

(b) any violation of any Environmental Laws by the Tenant at or relating to the Premises which does not arise out of conditions existing prior to the Closing Date or actions of the Landlord.

5.05 Restrictions Applicable to the Premises.

(a) The provisions of this Section 5.05 are intended to create a covenant running with the land and shall be binding upon the Landlord and the Tenant and each of their respective successors and assigns and all subsequent owners of the Premises, including, without limitation, any entity which succeeds to the Tenant's interest in the Premises.

(b) The Tenant shall not execute any agreement, lease, conveyance or other instrument whereby the Premises or any part thereof is restricted upon the basis of race, color, creed, religion, ancestry, national origin, handicap, sex, or marital status in the sale, lease, rental, use, or occupancy of the Premises.

(c) The Tenant shall not discriminate in the use, lease, or occupancy of the Premises against any person upon the basis of race, color, creed, religion, ancestry, national origin, handicap, age, sex, or marital status.

(d) The Tenant shall comply with all State, Federal and local laws, rules, and regulations in effect from time to time, prohibiting discrimination or segregation by reason of race, color, creed, religion, ancestry, national origin, handicap, age, sex, or marital status in the sale, lease, use, or occupancy of the Premises.

5.06 Survival. This Article V shall survive the expiration or early termination of this Ground Lease.

ARTICLE VI - CONVEYANCES, ASSIGNMENTS AND TRANSFERS

6.01 Consent. This Ground Lease shall be binding upon and inure to the benefit of the successors and assigns of the Landlord and the Tenant, except that other than as specifically set forth herein neither Landlord nor Tenant may assign or sublet its interest in this Ground Lease without the prior written consent of the Landlord, which shall not be unreasonably withheld or conditioned. Any attempted transfer without such consent shall be null and void. Any assignment is conditioned upon the written assumption of this Ground Lease by the assignee and the delivery to Landlord and Tenant of a copy of the assignment and assumption agreement. Any assignee shall, by the terms of such assignment and assumption agreement, be responsible for each and every covenant of the applicable assignor hereunder.

6.02 Prohibited Transfers. Landlord shall not 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 Property, or the occupancy or use thereof, except as otherwise set forth herein. Tenant agrees for itself and its successors and assigns in interest hereunder that it will not, other than in accordance with this Article VI: (1) assign this Ground Lease or any of its rights under this Ground Lease as to all or any portion of the Premises, 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 occupancy or use thereof, except as otherwise permitted in this Ground Lease (such exceptions to include but not be limited to (i) Permitted Encumbrances (as defined below), (ii) Permitted Leasehold Mortgages (as defined below), (iii) required extended use and rental regulatory agreements, (iv) residential leases, (v) any sale at foreclosure or by the execution of any judgment on any or all of Tenant's rights hereunder, or (vi) any transfer by operation of law), without first obtaining Landlord's express written consent thereto, which shall not be unreasonably withheld; provided, however, that Tenant may, upon reasonable prior notice to Landlord but without first obtaining Landlord's consent, make grants and easements for the establishment, operation and maintenance of public utilities and cable and satellite services.

6.03 Additional Restrictions on Transfers. In addition to the transfers described in Section 6.02, no transfer, conveyance, or assignment shall be made, without the prior written approval of Landlord, which approval shall not be unreasonably withheld, of: (1) any interest of a general partner of Tenant other than the interest of any such general partner controlled directly or indirectly by Landlord or its assigns (any such interest being referred to as a "**Controlling Interest**"); or (2) a controlling interest in any entity that has a Controlling Interest in the Tenant other than by reason of death or disability and if neither Mitch Rosenstein nor Oscar Sol remain in direct or indirect control of the Controlling Interest; or (3) except as permitted under the Tenant's Partnership Agreement (as it may be amended from time to time, the "**Partnership Agreement**"), prior to the payment in full of all equity contributions, any tax credit investor interest in the Tenant (each of such transfers, conveyances and assignments, together with the transfers described in Section 6.02, is hereafter referred to as a "**Transfer**"). Landlord agrees that it will not unreasonably withhold, delay, or condition a request by the Tenant for consent to an internal reorganization of the partnership structure of the Tenant or any of the partners of the Tenant. Notwithstanding anything herein to the contrary, Landlord consent shall not be required in connection with the removal or substitution of a general partner of Tenant made in accordance with the terms of the Tenant's Partnership Agreement.

6.04 No Remedy for Unauthorized Transferee. Any person to whom any Transfer is attempted without such consent shall have no claim, right, or remedy whatsoever hereunder against Landlord, and Landlord shall have no duty to recognize any person claiming under or through the same.

6.05 Permitted Transfers. Notwithstanding anything in this Ground Lease to the contrary, by its execution of this Ground Lease, the Landlord is deemed to have consented to any lease of a housing rental unit to a residential tenant.

6.06 Subsequent Assignment. The Landlord's consent to one conveyance, assignment, or transfer will not waive the requirement of its consent to any subsequent conveyance, assignment, or transfer.

6.07 Request for Consent. If the Tenant requests the Landlord's consent to a specific conveyance, assignment, or Transfer, the Tenant shall provide to the Landlord (a) the name and address of the proposed person or entity; (b) a copy of all proposed conveyance, assignment, or transfer instruments and other legal agreements involved in effecting a transfer; (c) satisfactory information about the nature, business, and business history of the proposed person or entity; (d) banking, financial, or other credit information, and references about the proposed person or entity sufficient to enable the Landlord to determine the financial responsibility and qualifications of the proposed person or entity; and (e) an instrument in writing satisfactory to the Landlord and in recordable form wherein the proposed transferee expressly assumes all of the obligations of the transferor.

6.08 Documentation of Assignment. Upon the granting of any consent by the Landlord with respect to a conveyance, assignment, or transfer by the Tenant, this Ground Lease shall be binding upon and inure to the benefit of the Landlord, the assignee, and their respective successors and permitted assigns.

6.09 Permitted Encumbrances and 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 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 encumbrances set forth on Exhibit B hereto [Tenant and counsel will need to review and approve any documents to be referred to in Exhibit B] and development related easements and agreements (the "**Permitted Encumbrances**"); provided, however, that Tenant may, without the consent of Landlord, encumber its leasehold estate (but not the fee interest of the Landlord) with such institutional, private and governmental mortgages as may be required for the financing of the acquisition of the leasehold estate, the construction of the Improvements and permanent financing of the Project (such leasehold mortgages, as they may be amended, restated and/or assigned, and including refinancings thereof the "**Permitted Leasehold Mortgages**"). With respect to the Permitted Leasehold Mortgages and, where expressly provided in this Section 6.09, Tenant's limited partner, the following provisions shall apply:

(a) When giving notice to the Tenant with respect to any provisions of this Ground Lease, the Landlord will also send a copy of such notice to Tenant's limited partner and 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 and Tenant's limited partner shall be permitted, but not obligated, to cure any default by the Tenant under this Ground Lease within the same period of time specified for the Tenant to cure such default, or such longer time as is permitted in this Section below. The Tenant authorizes Tenant's limited partner and each

Permitted Leasehold Mortgagee to take any such action at such party's option and does hereby authorize entry upon the Premises for such purpose.

(c) The Landlord agrees to accept payment or performance by Tenant's limited partner and/or any Permitted Leasehold Mortgagee as though the same had been done by the Tenant.

(d) In the case of a default by the Tenant in the payment of money, each Permitted Leasehold Mortgagee and Tenant's limited partner shall have the right, but not the obligation, to cure such default within thirty (30) days following receipt by the Permitted Leasehold Mortgagee of notice from the Landlord of such default. In the case of a default by the Tenant other than in the payment of money, and provided that a Permitted Leasehold Mortgagee or Tenant's limited partner has commenced to cure the default and is proceeding with due diligence to cure the default, the Landlord will refrain from terminating this Ground 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 or Tenant's limited partner 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; (iii) otherwise acquire the Tenant's interest under this Ground Lease; or (iv) in the case of Tenant's limited partner, exercise any applicable right or remedy under the Tenant's Partnership Agreement including, without limitation, removal and replacement of Tenant's general partner. The Permitted Leasehold Mortgagee or Tenant's limited partner, as applicable, 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 Ground 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 Ground Lease by foreclosure of its Permitted Leasehold Mortgage or by other appropriate means with due diligence; however, nothing in this Section 6.09(d) shall be construed to extend this Ground Lease beyond the term.

(e) Any Permitted Leasehold Mortgagee or other acquirer of Tenant's leasehold estate and interest in this Ground 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 Ground Lease, without further consent of the Landlord, sell and assign the leasehold estate and interest in this Ground 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 Ground Lease, provided such assignee has delivered to the Landlord its written agreement to be bound by all of the provisions of this Ground Lease. Each Permitted Leasehold Mortgagee and its subsequent assigns shall only be liable for acts or omissions of the Tenant taking place during the period in which it had record title to the leasehold interest. The liability of the Permitted Leasehold Mortgagee and its assigns to the Landlord shall be limited to the value of their respective interests

in the leasehold interest and this Ground Lease. In addition, any foreclosing Permitted Leasehold Mortgagee and any purchaser at a foreclosure sale or transferee that receives an assignment in lieu of a foreclosure will be automatically released from liability for acts or omissions of the Tenant taking place during the period in which it had record title to the leasehold interest.

(f) In the event of a termination of this Ground 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 and subject to the same covenants and agreements, terms, provisions, and limitations herein contained, provided that:

(i) 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 Ground Lease), and such written request is accompanied by payment to the Landlord of all amounts then due and owing to Landlord under this Ground Lease and, within 10 days after the delivery of an accounting therefor by the Landlord, pays any and all costs and expenses, including reasonable counsel fees, court costs, and disbursements made by the Landlord in connection with any such default and termination as well as 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 Ground 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 thereafter becoming due under the new lease, provided, however, that the Permitted Leasehold Mortgagee shall receive full credit for all rent payments previously delivered by the Tenant to the Landlord; and

(ii) Upon the execution and delivery of the new lease at the time payment is made in (i) 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.

(iii) Except as otherwise provided in Section 6.09(f), any liability of the Permitted Leasehold Mortgagee and its assigns to the Landlord are limited to the value of their respective interests in the leasehold interest and this Ground Lease.

Notwithstanding the foregoing and to the extent permitted by Section 42 of the Code, any deadline to complete construction of the Improvements shall be extended for such period of time as may be reasonably required by the Permitted Leasehold Mortgagee or its nominee to complete construction. If at the time of termination of this Ground Lease prior to its stated expiration date there exists more than one Permitted Leasehold Mortgagee, then references to the "Permitted Leasehold Mortgagee" in this subsection (f) shall apply to the Permitted Leasehold Mortgagees as their rights may appear.

6.10 Estoppel Certificates. Each party hereto shall, at any time and from time to time within 10 days after being requested to do so by the other party, the Tenant's limited partner and/or any Permitted Leasehold Mortgagee in writing, execute, acknowledge, and address and deliver to the requesting party not more than twice per calendar year (or, at the latter's request, to any existing

or prospective Permitted Leasehold Mortgagee, transferee or other assignee of the requesting party's interest in the Premises or under this Ground Lease which acquires such interest in accordance with this Ground Lease) a certificate in recordable form:

(a) Certifying (i) that this Ground Lease is unmodified and in full force and effect (or, if there has been any modification thereof, that it is in full force and effect as so modified, stating therein the nature of such modification); (ii) that Tenant has accepted possession of the Premises, and the date on which the Term commenced; (iii) as to the dates to which any rent and other charges arising hereunder have been paid; (iv) as to the amount of any prepaid rent or any credit due to Tenant hereunder; (v) as to whether, to the best of such party's knowledge, information and belief, the requesting party is then in default in performing any of its obligations hereunder (and, if so, specifying the nature of each such default); and (vi) as to any other fact or condition reasonably requested by the requesting party; and

(b) Acknowledging and agreeing that any statement contained in such certificate may be relied upon by the requesting party and any such other addressee.

6.11 No Subordinating Landlord's Fee. In no event shall Landlord subordinate its fee estate in the Premises to the lien of any mortgage held by a Permitted Leasehold Mortgagee.

6.12 Recognition Agreement. Landlord agrees to enter into a commercially reasonable lease recognition, nondisturbance and attornment agreement (a "Recognition Agreement") with each and every owner or holder of a Permitted Leasehold Mortgage in order to confirm the interests of the Tenant under this Lease and the lien of the Permitted Leasehold Mortgagee on Tenant's leasehold interest in the Premises and such other matters reasonably required by the Permitted Leasehold Mortgagee.

ARTICLE VII - MAINTENANCE AND REPAIR

7.01 Tenant's Obligations. The Tenant will, at its sole cost and expense, maintain the Premises and make repairs, restorations, and replacements to the Improvements, including without limitation the landscaping; heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems and other systems for the furnishing of utilities or services to the Premises, structural roof, walls, 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 the Tenant, its agents, employees, invitees, visitors, and contractors. All such repairs, restorations, and replacements will be in quality and class equal to or better than the original work or installations.

7.02 Limited Obligation of the Landlord. Except for maintenance and repairs caused by residents, clients, contractors, employees or vendors of Landlord's Other Property, which shall be the cost and obligation of the Landlord, and except for such costs of maintenance and repair of the parking garage as may be agreed by Landlord in good faith to be shared by Landlord, the Landlord shall not be required to perform or to pay for any maintenance, or make or pay for any

repairs, replacements or improvements of any kind whatsoever to the Premises or any part thereof during the term of this Ground Lease, regardless of the cause necessitating any such maintenance, repairs, replacements, or improvements, in recognition that this Ground Lease shall be net in all respects to the Landlord. The Tenant expressly waives the right to make repairs at the expense of the Landlord as may be provided in any statute, law, or ordinance in effect as of the Effective Date.

ARTICLE VIII - ALTERATIONS

8.01 Consent Required. Following completion of construction of the Improvements, the Tenant may not make any alterations, additions, or improvements to the Premises (i) the cost of which is in excess of $100,000 for any one item or $500,000 in the aggregate and (ii) materially changes the use or exterior appearance of the Improvements, without the Landlord's prior written consent, which consent shall not be unreasonably withheld.

8.02 No Liens. The Tenant shall not have any right, authority, or power to bind the 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. The Tenant shall not permit to remain any encumbrances on the Improvements, or any mechanics or vendor liens or judgments encumbering the Premises, except the Permitted Leasehold Mortgages and other encumbrances approved by Landlord in its reasonable discretion. The Tenant shall comply with all laws which provide for the waiver of liens which may arise under any contract for labor or materials for the Improvements and the Tenant shall cause no lien agreements to be executed and filed of record before any work is commenced upon the Premises. 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. PURSUANT TO FLORIDA STATUTES SECTION 713.10(2)(a) THE TENANT HEREBY ACKNOWLEDGES RECEIPT OF NOTICE THAT THE INTEREST OF THE LANDLORD IN THE PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT. THE TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF FLORIDA STATUTES SECTION 713.10(2)(a) STATE THAT THE TENANT SHALL NOTIFY ANY CONTRACTOR MAKING ANY SUCH IMPROVEMENTS, AND THAT THE KNOWING OR WILLFUL FAILURE OF THE TENANT TO PROVIDE SUCH NOTICE TO ITS CONTRACTOR SHALL RENDER THE CONTRACT BETWEEN THE TENANT AND ITS CONTRACTOR VOIDABLE AT THE OPTION OF THE CONTRACTOR. THE LANDLORD SHALL BE PERMITTED TO POST ANY NOTICES ON THE PREMISES REGARDING SUCH NON-LIABILITY OF THE LANDLORD.

ARTICLE IX – SURRENDER

9.01 Expiration of Term. At the end of this Ground Lease (whether upon the expiration date or sooner termination), the Tenant will surrender the Premises. The Tenant may not remove

from the Premises any fixtures, equipment, or furniture without the approval of the Landlord except in the ordinary course of business and for replacements or repair. Notwithstanding the foregoing, if the Tenant is not in default on the expiration date or sooner termination of this Ground Lease, the Tenant may remove any fixtures, equipment, or movable furniture belonging to the Tenant located on the Premises. The Tenant expressly waives to the Landlord the benefit of any law now in force or hereafter adopted requiring notice to vacate the Premises at the end of the express term of this Ground Lease or at the end of any subsequent term for which this Ground Lease may be renewed, and the Tenant covenants and agrees to give up quiet and peaceful possession and to surrender the Premises and appurtenances upon expiration of the term or earlier termination of this Ground Lease without further notice from the Landlord. The Tenant acknowledges and agrees that upon the expiration or sooner termination of this Ground Lease any and all rights and interests it may have either at law or in equity to the Premises shall immediately cease.

ARTICLE X - CASUALTY; CONDEMNATION

10.01 Damage or Destruction. The Tenant shall give prompt written notice to the Landlord after the occurrence of any fire, earthquake, act of God, or other casualty to or in connection with the Premises or any portion thereof (each a "**Casualty**"). Except as otherwise agreed to by the Landlord and subject to the provisions of the Permitted Leasehold Mortgages, if during the term of this Ground Lease, the Premises shall be damaged or destroyed by Casualty, and all Permitted Leasehold Mortgagees shall have consented to release the Net Proceeds to Tenant (if consent of a Permitted Leasehold Mortgagee is required under its Permitted Leasehold Mortgage), the Tenant shall repair or restore the Premises as nearly as possible to the condition the Premises were in immediately prior thereto, subject to available sources for such restoration. Notwithstanding anything to the contrary herein, Landlord's consent shall not be required to release Net Proceeds if the requirements for Restoration as set forth in Section 4.04 are satisfied. Upon the occurrence of any such Casualty, the Tenant, promptly and with all due diligence, shall apply for and collect all applicable insurance proceeds recoverable with respect to such Casualty.

10.02 Condemnation.

(a) Taking. If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "**Taking**"), all of the Premises are taken, or if so much of the Premises are taken that the Tenant believes the Premises cannot be used by the Tenant for the purposes for which they were used immediately before the Taking, then this Ground Lease shall terminate on the earlier of the vesting of title to the Premises in the condemning authority, or the taking of possession of the Premises by the condemning authority.

(b) Condemnation Award. Subject to the terms of the Permitted Leasehold Mortgages, the Landlord and the Tenant agree that, in the event of a Taking that does not result in the termination of this Ground Lease pursuant to subsection (a) above, this Ground 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 "**Net Condemnation Award**") will be disbursed in accordance with subsection (d) below to the Landlord and/or Tenant. The Tenant,

Tenant's limited partner and each 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) and Landlord agrees not to consent to a condemnation settlement (if Landlord's consent is requested) without first receiving the prior written consent of Tenant, Tenant's limited partner and each Permitted Leasehold Mortgagee (to the extent their consent is required). Tenant shall not be required to perform obligations hereunder to the extent Tenant is prevented from performing as a result of the Taking.

(c) Temporary Taking. If there shall be a temporary Taking with respect to all or any part of the Premises or of the Tenant's interest in this Ground Lease, then the term shall not be reduced and the Tenant shall continue to pay in full all rents, impositions and other charges required herein, without reduction or abatement thereof at the times herein specified; provided that the Tenant shall not be required to perform such obligations that the Tenant is prevented from performing by reason of such temporary Taking.

(d) Subject to the terms of the Permitted Leasehold Mortgages, if there is a complete or partial Taking, the Tenant shall be entitled to receive and retain the Net Condemnation Award.

(e) Subject to the terms of the Permitted Leasehold Mortgages, notwithstanding any provision herein to the contrary, the Tenant shall be entitled to receive and retain any portion of the Net Condemnation Award apportioned solely to the land upon which the Improvements are located.

ARTICLE XI - QUIET ENJOYMENT

11.01 Quiet Enjoyment. So long as the Tenant is not in default hereunder beyond any grace or cure period applicable thereto, the Tenant's possession of the Premises will not be disturbed by the Landlord, its successors and assigns.

11.02 Landlord's Right of Inspection. Notwithstanding Section 11.01 above, the Landlord, in person or through its agents, upon reasonable prior notice to the Tenant, shall have the right to enter upon the Premises for purposes of reasonable inspections performed during reasonable business hours in order to assure compliance by the Tenant with its obligations under this Ground Lease.

ARTICLE XII - DEFAULT; REMEDIES

12.01 Landlord's Right to Perform.

(a) Landlord's Option. If the Tenant fails to pay when due amounts payable under this Ground Lease or to perform any of its other obligations under this Ground Lease within the time permitted for its performance, then the Landlord, after 10 days' prior written notice to the Tenant and Tenant's limited partner without waiving any of its rights under this Ground Lease, may (but will not be required to) pay such amount or perform such obligation.

(b) Additional Rent. All amounts so paid by the Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such obligations will be payable by the Tenant to the Landlord on demand and shall constitute "**Additional Rent**".

12.02 Events of Default. The occurrence of any of the following events shall constitute an "**Event of Default**" by the Tenant:

(a) The Tenant defaults in the due and punctual payment of the Annual Rent and/or any other rent (including without limitation Additional Rent), and such default continues for 30 days after written notice from the Landlord;

(b) The Tenant vacates or abandons the Premises or any substantial part thereof for a period of more than 90 consecutive days, for causes other than force majeure or other events outside Tenant's control;

(c) The Tenant makes any sale, conveyance, assignment or transfer in violation of this Ground Lease;

(d) The Tenant violates, breaches or fails to comply with any of the other material agreements, terms, covenants, or conditions which this Ground Lease requires the Tenant to perform, and such violation, breach or failure continues for a period of 30 days after notice by Landlord to the Tenant; provided that if the nature of the breach is such that it cannot be cured by the Tenant within the period of 30 days, the Tenant shall not be deemed in default of this Ground Lease if the Tenant commences the curing of such default within such period of 30 days and prosecutes in good faith the curing of same continuously thereafter until the same is, in fact, cured;

(e) The Tenant shall file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or an arrangement with or for the benefit of the Tenant's creditors;

(f) The Tenant shall apply for or consent to the appointment of a receiver, trustee, or conservator for any portion of the Tenant's property or such appointment shall be made without the Tenant's consent and shall not be removed within 90 days; or

Notwithstanding anything herein to the contrary, for so long as Landlord is affiliated with a general partner of Tenant, any act or omission of Tenant that would otherwise be deemed to be an Event of Default hereunder and that is attributable to an act or omission of such general partner affiliated with Landlord shall not constitute an Event of Default.

12.03 Limited Partner Notice and Right to Cure. Landlord agrees to provide Tenant's limited partner with a copy of each default notice sent by Landlord to Tenant hereunder. Landlord further agrees to accept a cure made by Tenant's limited partner on Tenant's behalf of any default hereunder provided such cure meets any requirements of this Ground Lease applicable thereto.

12.04 Remedy. Subject to Section 14.21, if any one or more Events of Default set forth in Section 12.02 occurs, then the Landlord may terminate this Ground Lease by written notice to the Tenant of its intention to terminate this Ground Lease on the date of such notice or on any later date specified in such notice, and, on the date specified in such notice, the Tenant's right to

possession of the Premises will cease and the estate conveyed by this Ground Lease shall revest in the Landlord; provided that such revesting of the estate and the reentry by the Landlord shall be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any Permitted Leasehold Mortgage, and the provisions of Section 6.09. Landlord acknowledges that the prior written consent of Tenant's limited partner and any Permitted Leasehold Mortgagee is required in connection with any termination of this Ground Lease by Tenant prior to its expiration.

12.05 Tenant's Remedy. In the event the Landlord breaches the terms hereof at any time up to and including the Closing Date, the Tenant shall have the right to file suit and seek a remedy of specific performance to enforce its rights.

ARTICLE XIII – TITLE; APPROVALS

13.01 Title Matters. Tenant shall have the right to order a title insurance commitment on the Premises, within the ninety (90) days following the Effective Date. 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.

13.02 Approvals. Landlord shall cooperate with Tenant to help Tenant obtain all necessary licenses, permits, and inspections required to operate the Project on the Property, provided that the costs of obtaining such licenses, permits and inspection shall be paid by Tenant. Landlord shall arrange for pro bono legal services relating to the zoning of the Property. All other land use and permitting expenses, including third-party invoices from contractors, architects and engineers, shall be the responsibility of the Tenant.

ARTICLE XIV MISCELLANEOUS

14.01 No Brokers. Neither the Landlord nor the Tenant has dealt with any broker or finder with regard to the Premises or this Ground Lease. Both the Landlord and the Tenant will indemnify, defend, and hold the other harmless from and against any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions in connection with this Ground Lease.

14.02 Access. Tenant agrees, upon reasonable prior notice, 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 Ground Lease in order to make audits, examinations, excerpts, and transcripts. Landlord or its duly appointed agents shall have the right, at all reasonable times upon the furnishing of reasonable notice under the circumstances (except in an emergency, when no notice shall be necessary other than at least 24 hours notice to tenants with respect to entering into occupied units), to enter upon the Premises to examine and inspect the Project, subject to the rights of residents under their residential leases. Tenant hereby covenants to execute, acknowledge and deliver all such further documents and do all such other acts and things necessary to grant to Landlord such right of entry.

14.03 Recordation. The Landlord and the Tenant shall record a Memorandum of Ground Lease in the appropriate office of public record of Broward County. At the expiration or earlier termination of this Ground Lease, the Tenant shall execute a quit claim termination of its interest in this Ground Lease.

14.04 Time of Essence. Time is of the essence of each and every provision of this Ground Lease.

14.05 No Waiver. No waiver of any condition or agreement in this Ground Lease by either the Landlord or the Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by the Landlord or the Landlord's agents during the term of this Ground Lease will be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender will be valid unless in writing signed by the Landlord. No payment by the Tenant, nor receipt from the Landlord, of a lesser amount than the rent or other charges stipulated in this Ground Lease will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check, or any letter accompanying any check or payment of a rent payment, will be deemed an accord and satisfaction. The Landlord will accept such check for payment without prejudice to the Landlord's right to recover the balance of such rent payment or to pursue any other remedy available to the Landlord. If this Ground Lease is assigned, or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent reserved in this Ground Lease. No such collection will be deemed a waiver of the covenant in this Ground Lease against assignment and subletting, or the acceptance of the assignee, subtenant, or occupant as the Tenant, or a release of the Tenant from the complete performance by the Tenant of its covenants in this Ground Lease.

14.06 Joint and Several Liability. If the Tenant is composed of more than one signatory to this Ground Lease, each signatory lessee will be jointly and severally liable with each other signatory for payment and performance according to this Ground Lease.

14.07 Captions, Exhibits, Gender, Etc. The captions inserted in this Ground Lease are only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Ground Lease. The Exhibits to this Ground Lease are incorporated into the Ground Lease. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

14.08 Entire Agreement. This Ground Lease and Exhibits hereto contain the entire agreement between the Landlord and the Tenant with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those that are specifically set forth in this Ground Lease, the Landlord or the Tenant has made no representations, warranties, or agreements to one another with respect to this Ground Lease.

14.09 Amendment. This Ground Lease may be amended only by a written document signed by the Landlord and the Tenant, with the written consent of the limited partner of the Tenant and each Permitted Leasehold Mortgagee. No amendment shall impair the obligations of the Tenant to develop and operate the project in accordance all applicable requirements. Landlord and

Tenant will use reasonable efforts and negotiate in good faith any amendments requested by the Tenant's tax credit investor and any amendments requested by a Permitted Leasehold Mortgagee.

14.10 Severability. If any provision of this Ground Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Ground Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as a part of this Ground Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

14.11 Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Ground Lease shall be in writing and shall be given by either (a) hand-delivery, (b) first class, certified or registered mail return receipt requested (postage prepaid), (c) reliable overnight commercial courier, or (d) telecopy or other means of electronic transmission, if confirmed promptly by any of the methods specified in clauses (a), (b) and (c) of this sentence to the other party at its address set forth below. Notice by telecopy or other means of electronic transmission shall be deemed to have been given and received when sent. Notice by overnight courier service shall be deemed to have been given and received upon delivery. Notice to any Permitted Leasehold Mortgagee shall be sent to the address or number designated for such Permitted Leasehold Mortgagee in the applicable Permitted Leasehold Mortgage provided to the Landlord and the Tenant by such Permitted Leasehold Mortgage. A party may change its notice address by giving written notice to the other parties as specified herein.

If to the Landlord:

Broward Partnership for the Homeless, Inc.
920 NW 7th Avenue
Fort Lauderdale, FL 33311
Attn: Fran Esposito
Phone: (954) 779-1693
e-mail: fesposito@bphi.org

With a copy to:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130
Attn: Brian McDonough
Phone: (305) 789-3350
e-mail: bmcdonough@stearnsweaver.com

If to the Tenant:

Seven on Seventh, Ltd.
100 SE 3rd Avenue
Fort Lauderdale, FL 33394
Attn: Mitchell Rosenstein
Phone: (954) 507-6220
e-mail: mrosenstein@greenmillsgroup.com

With a copy to:

Nelson Mullins Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, FL 32801
Attn: Randall Alligood
Phone: (407) 839-4202
E-mail: randy.alligood@nelsonmullins.com

14.12 Attorneys' Fees. If the Landlord and the Tenant litigate any provision of this Ground Lease or the subject matter of this Ground Lease, the unsuccessful litigant will pay the successful litigant all reasonable attorneys' fees and court costs incurred by it in connection with such litigation.

14.13 WAIVER OF JURY TRIAL. The Landlord and the Tenant hereby WAIVE TRIAL BY JURY in any action, proceeding, or counterclaim brought by either of them against the other on all matters arising out of this Ground Lease or the use and occupancy of the Premises.

14.14 Governing Law. This Ground Lease shall be governed by the law and construed in accordance with the laws of the State of Florida, without regard to principles of conflict of laws.

14.15 Binding Effect. This Ground Lease will inure to the benefit of, and will be binding upon, the Landlord's successors and assigns except as otherwise provided in this Ground Lease. This Ground Lease will inure to the benefit of, and will be binding upon, the Tenant's successors and assigns so long as the succession or assignment is permitted pursuant to the terms of this Ground Lease.

14.16 Effect of Exhibits. Each and every exhibit referred to or otherwise mentioned in this Ground Lease is attached to this Ground Lease is and shall be construed to be made a part of this Ground Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to and otherwise mentioned.

14.17 Cumulative Rights. Except as expressly limited by the terms of this Ground Lease, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

14.18 Relationship of Parties, Limited Third Party Beneficiary. The parties hereto expressly declare that, in connection with the activities and operations contemplated by this Ground Lease, they are neither partners nor joint venturers, nor does a principal-agent relationship exist between them. Notwithstanding anything to the contrary set forth elsewhere in this Ground Lease, the limited partner of the Tenant and the Permitted Leasehold Mortgagees shall be deemed a third-party beneficiary with respect to all notice, cure, default, modification, amendment, casualty, and condemnation provisions herein to the extent such provisions expressly apply to such parties.

14.19 Non-Merger. Except upon expiration of the term or upon termination of this Ground Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Ground Lease or the 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 Ground Lease, the Tenant's estate created hereunder or any interest in this Ground Lease or the 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 the Landlord, having an interest in (i) this Ground Lease or the 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.

14.20 Counterparts. This Ground Lease may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

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14.21 Termination During Compliance Period. Prior to the expiration of the 15-year tax credit compliance period applicable to the Improvements, Landlord agrees that it will take no action to effect a termination of this Ground Lease by reason of any Event of Default. Nothing herein shall preclude Landlord from seeking any other rights or remedies available to it under this Ground Lease with respect to such Event of Default.

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

14.23 Approval of Use Restriction/Additional Development Related Documents and Amendments. Subject to Landlord's prior review and approval, which shall not be unreasonably withheld, Landlord consents to the filing of an Extended Low-Income Housing Agreement and any other similar documents or instruments against the Premises as may be necessary or desirable in connection with the low-income housing tax credits or other financing which Tenant will seek to obtain; provided, however, that any such use restrictions will not be filed or recorded as encumbrances against the Premises prior to the Closing Date. Further, Landlord and Tenant agree to negotiate in good faith and use reasonable efforts to enter into easements and other agreements as may be reasonably necessary for the development and operation of the Improvements and the continued operation of Landlord's facility on Landlord's Other Property, including amendments to any of the foregoing or to the County Covenants if so required by Tenant's limited partner or a Permitted Leasehold Mortgagee.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE
TO GROUND LEASE

IN WITNESS WHEREOF, the parties have executed this Ground Lease as of the date and year first above written.

Signed, sealed, and delivered in the presence of:

WITNESSES:

(Signature)

SEAN MARSHALL
(Printed Name)

(Signature)

Jamin Ongiengco
(Printed Name)

LANDLORD:

BROWARD PARTNERSHIP FOR THE HOMELESS, INC., a Florida not-for-profit corporation

By:
Name: R. Dottie Keith-Lazaruk
Title: Chairman

WITNESSES:

(Signature)

Oscar Sol
(Printed Name)

(Signature)

Diana Mansur
(Printed Name)

TENANT:

SEVEN ON SEVENTH, Ltd., a Florida limited partnership

By: GM Seven on Seventh GP, LLC, its managing general partner

By: Green Mills Holdings, LLC, its manager

By:
Name: Mitchell Rosenstein
Title: Manager

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL OF LOTS 19 THROUGH 23, OF BLOCK 204, OF PROGRESSO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

TOGETHER WITH:
LOTS 26 THROUGH 30, OF SAID BLOCK 204, OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:
LOT 24, OF SAID BLOCK 204, OF PROGRESSO, LESS THE SOUTH 5 FEET THEREOF;

TOGETHER WITH:
LOT 25, OF SAID BLOCK 204, OF PROGRESSO, LESS THE SOUTH 5 FEET AND THE WEST 15 FEET THEREOF;

TOGETHER WITH:
THE SOUTH 15 FEET OF LOT 18, OF SAID BLOCK 204, OF PROGRESSO;

TOGETHER WITH:
THE SOUTH 15 FEET OF LOT 31, OF SAID BLOCK 204, OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:
THE 7.5 FOOT PLAT RESERVATION ALONG THE REAR OF ALL OF SAID LOTS FOR ALLEY PURPOSES, AS VACATED BY CITY OF FORT LAUDERDALE ORDINANCE NUMBER C-18-44.

LESS THAT PORTION OF ADDITIONAL RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 28819, PAGE 1096 THROUGH 1098, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 40,488 SQUARE FEET (0.929 ACRES), MORE OR LESS.

EXHIBIT B

PERMITTED ENCUMBRANCES

Such exceptions to title as are set forth in Schedule B - Section 2 of the title commitment to be obtained pursuant to Section 13.01, and are acceptable to Tenant, in its sole and absolute discretion, or as to which Tenant has waived any obligation for Landlord to cure, as provided in Section 13.01 of this Lease.

THIS INSTRUMENT WAS PREPARED BY
AND PLEASE RETURN TO:
MELISSA N. VANSICKLE
NELSON MULLINS BROAD AND CASSEL
215 S. MONROE STREET, SUITE 400
TALLAHASSEE, FL 32301

MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE

THIS MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE is made effective as of the 25th day of June, 2021, between **BROWARD PARTNERSHIP FOR THE HOMELESS, INC.**, a Florida not-for-profit corporation ("Landlord") and **SEVEN ON SEVENTH, LTD.**, a Florida limited partnership ("Tenant").

WHEREAS, Landlord is leasing to Tenant the property more particularly described in Exhibit A attached hereto (the "Land"), pursuant to that certain Ground lease dated as of February 1, 2019, as amended by that First Amendment to Ground Lease of even date herewith, as may be further amended from time to time (the "Lease"); which Lease is incorporated herein by reference; and

WHEREAS, the conditions in Section 1.01 of the Lease have been met to achieve the Closing Date; and

WHEREAS, the Lease is presently effective and ends ninety-nine (99) years after the Closing Date (as defined in the Ground Lease), subject to the terms of the Lease, and

WHEREAS, during the term of the Lease, Tenant shall be the owner of certain buildings, structures and other improvements located and to be located in the future on the Land (the "Improvements"), and

WHEREAS, the Lease sets forth certain rights and obligations of the parties with respect to the Land and the Improvements; and

WHEREAS, Landlord and Tenant by their signatures below do hereby agree that the foregoing accurately describes the Lease entered into by them.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Memorandum of First Amendment to Ground Lease to be executed by their respective duly authorized officers the day and year first above written.

WITNESSES:

Barbara K.

Print Name: Barbara Krogman

Colin McKenzie

Print Name: Colin McKenzie

TENANT:

SEVEN ON SEVENTH, LTD., a Florida limited partnership

By: GM Seven on Seventh GP, LLC, a Florida limited liability company, its Managing General Partner

By: Green Mills Holdings, LLC, a Florida limited liability company, its Manager

By: _____
Mitchell Rosenstein, Manager

Date: 6/25/2021

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17 day of JUNE, 2021, by Mitchell Rosenstein, as Manager of Green Mills Holdings, LLC, the Manager of GM Seven on Seventh GP, LLC, as Managing General Partner of Seven on Seventh, Ltd., a Florida limited partnership, on behalf of the partnership, who is ☐ personally known to me or ☐ has produced _____ as identification.

Diana Manour
Comm.#HH071767
Expires: Dec. 13, 2024
Bonded Thru Aaron Notary

_____
Signature of Notary Public
State of Florida
Print Name: _____
Registration No. _____
Commission Expiration: _____

[NOTARY SEAL]

[LANDLORD'S SIGNATURE APPEARS ON THE FOLLOWING PAGE]

[LANDLORD'S SIGNATURE PAGE TO MEMORANDUM OF GROUND LEASE]

WITNESSES:

Print Name: Tom Campbell

Print Name: Nick Green

LANDLORD:

BROWARD PARTNERSHIP FOR THE HOMELESS, INC., a Florida not-for-profit corporation

By: _____
Frances M. Esposito, CEO

Date: 6-30-2021

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of June, 2021, by Frances M. Esposito, as CEO, of the Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is ☒ personally known to me or ☐ has produced _____ as identification.

_____
Signature of Notary Public
State of Florida
Print Name: Laura J. Turk
Registration No. HH 44180
Commission Expiration: 9.27.2024

[NOTARY SEAL]

LAURA J. TURK
Notary Public - State of Florida
Commission # HH 44180
My Comm. Expires Sep 27, 2024
Bonded through National Notary Assn.

4830-2662-9867 v3 /

EXHIBIT "A"

Legal Description

The land referred to herein below is situated in the County of Broward, State of Florida, and described as follows:

All of Lots 19 through 23, of Block 204, of Progresso, according to the Plat thereof as recorded in Plat Book 2, Page 18, of the Public Records of Dade County, Florida.

Together with:
Lots 26 through 30, of said Block 204, of Progresso, Less the West 15 feet thereof;

Together with:
Lot 24, of said Block 204, of Progresso, Less the South 5 feet;

Together with:
Lot 25, of said Block 204, of Progresso, Less the South 5 feet and the West 15 feet thereof;

Together with:
The South 15 feet of Lot 18, of said Block 204, of Progresso;

Together with:
The South 15 feet of Lot 31 of said Block 204, of Progresso, Less the West 15 feet thereof;

Together with:
The 7.5 foot plat reservation along the rear of all said Lots for Alley purposes;

Less that portion of additional Right of Way as described in Official Records Book 28819, Page 1096 through 1098, of the Public Records of Broward County, Florida.

Said lands lying in the City of Fort Lauderdale, Broward County, Florida.

EXHIBIT 3

PROJECT PROFORMA

SEVEN ON SEVENTH CLOSING PROFORMA - JUNE 2021

Seven on Seventh
Executive Summary

Executive Summary		
Project Name	Seven on Seventh	
City	Fort Lauderdale	
County	Broward	
Project Manager	TBD	
New Construction / Rehab	New	
Construction Type	High-rise	
Total Number of Units / GSF	72 / 142,849	
Number of Residential Buildings	1	
Number of Accessory Buildings	-	

Unit Mix	
0/1	7
1/1	57
2/2	8
3/2	-
4/2	-
Total	72

Project Costs	Total	% Total	Per Unit	Per Net Sq. Ft.
Land / Acquisition / Brokerage	1,000,000	4%	13,889	20
Hard Cost Construction (includes garage, supportive svc space)	17,162,141	61%	238,363	343
Rec / Owner, Green, FF&E	390,848	1%	5,428	8
Hard Cost Contingency	858,107	3%	11,918	17
Developer Fee	3,568,482	13%	49,562	71
Construction Interest	310,000	1%	4,306	6
Financing Fees / FHFC Fees	715,741	3%	9,941	14
Operating Reserve (5% TDC)	1,115,150	4%	15,488	22
Soft Costs	3,026,186	11%	42,030	60
Total Project Costs	**28,146,654**	**100%**	**390,926**	**562**

Project Financing	Total	% Total	Per Unit	Per Net Sq. Ft.
FHFC SAIL	5,040,000	18%	70,000	101
FHFC ELI	370,800	1%	5,150	7
BPHI Loan	1,000,000	4%	13,889	20
LIHTC Limited Partner Equity	20,675,932	73%	287,166	413
General Partner Equity	2,000	0%	28	0
Deferred Developer Fee	1,057,922	4%	14,693	21
Total Project Financing	**28,146,654**	**100%**	**390,926**	**562**
Construction Loan	7,780,000	28%	108,056	155
LIHTC Equity During Construction	15,506,949	55%	215,374	310

PROJECT PROFORMA

Seven on Seventh
Development Set Up

General Information	
Development	Seven on Seventh
City	Fort Lauderdale
County	Broward
State	FL
Deal Type:	9% - Comp. TC
% Affordable:	100%
Construction:	New
Building Type:	High-rise

Timing & Leasing Assumptions	Date	Months
(Pre)development Start	2/1/19	
Est. Closing	7/1/21	29
Construction Start Date	7/1/21	0
1st C.O. (lease-up begins)	11/1/22	16
100% Completion	11/1/22	0
Full Certified Occupancy	2/1/23	3
Stab. / Conversion	7/1/23	5

# Occupancies upon C.O.	20
# Occupancies per Mo.	20

Event	Duration (mos.)
Length of Construction	16
Length of Lease-Up	3
Closing Through Conv.	24

Credit Delivery Schedule	
2022	-
2023	2,080,694
2024	2,110,000

Rent Table

Bedroom Type	# Units	Wt. Ave. Sq. Ft.	Total Sq. Ft.	AMI %	Set-Aside	Max Rent	Net/Projected Rent	Monthly Rent	Rent PSF	Annual Rent
Studio	2	505	1,011	28%	ELI / H	436	377	754	0.746	9,048
Studio	2	505	1,011	60%	LI / H	936	441	882	0.873	10,584
Studio	3	505	1,516	60%	LI	936	877	2,631	1.736	31,572
1 Bed / 1 Bath	8	687	5,497	28%	ELI / H	467	398	3,184	0.579	38,208
1 Bed / 1 Bath	20	687	13,744	60%	LI / H	1,002	431	8,620	0.627	103,440
1 Bed / 1 Bath	29	687	19,928	60%	LI	1,002	933	27,057	1.358	324,684
2 Bed / 2 Bath	1	918	918	28%	ELI / H	561	398	398	0.433	4,776
2 Bed / 2 Bath	3	918	2,755	60%	LI / H	1,203	431	1,293	0.469	15,516
2 Bed / 2 Bath	4	918	3,673	60%	LI	1,203	1,119	4,476	1.219	53,712
Total	**72**		**50,052**					**49,295**		**591,540**

Unit Sizes & Utility Allowances		
Type	**Ave. SF**	**U/A Amt**
Studio	505.2857	59
1 Bed / 1 Bath	687.1754	69
2 Bed / 2 Bath	918.25	84
3 Bed / 2 Bath	N/A	
4 Bed / 2 Bath	N/A	-

Electric only, no water/sewer. Per 12/2019 HACFL chart.

Set Aside Restrictions Summary					
Type	**% Units**	**# Units**	**% Income**	**Key**	
ELI / H	15.3%	11	8.8%	**ELI / H**	Extremely Low Income / Homeless
LI / H	34.7%	25	21.9%	**LI/H**	Low Income / H / Homeless
LI	50.0%	36	69.3%	**LI**	Low Income

Other Income		
Other Income	**PUPY**	**Per Annum**
Cable Revenue	25	1,674
Laundry	50	3,348
Parking		-
Misc. Revenue	50	3,348
Other Income	-	-
Total:	**125**	**9,000**
Vacancy Factor		7%
Rental Income AGR		2%
Other Income AGR		2%
OPEX AGR		3%

Operating Expenses					
Operating Expenses	**PUPY**	**Per Annum**	**PSF**	**PUPM or %**	
Utilities	575	41,400	0.8271		
Real Estate Taxes	650	46,800	0.9350		
Insurance	1,100	79,200	1.5824		
R & M	750	54,000	1.0789		
Administrative	500	36,000	0.7193		
Payroll, Tax, Benefits	2,000	144,000	2.8770		
Management Fee (PUPM)	502	36,158	0.7224	$45	
Security	200	14,400	0.2877		
Replacement Reserve	300	21,600	0.4316		
Other	-	-	-		
Total:	**6,577**	**473,558**	**9.46**		

$45/unit/month management fee to include share to BPHI as required/warranted

NOI	
Year 1 Stabilized NOI	81,907
15 Year Net Cash Flow	94,645

DSCR Checker	
Year 1 DSCR (inc. SAIL):	2.09
Year 15 DSCR (inc. SAIL):	0.53

PROJECT PROFORMA

Seven on Seventh
Debt Sources

Construction Loan

	Construction	
Lender	Const. Lender	Bond 50% Test
Mortgage Amount	**7,780,000**	N/A
TBD	**4.75%**	
Monthly Debt Service	30,796	
Pay down Start Date	7/1/23	Draw surplus (shortfall)
Forward Funded?	No	1,114,256
Same Lender as Permanent I	No	

SAIL Limits	per page 44 of RFA
TDC =	28,146,654
35% of =	9,851,329
Max SAIL/unit	70,000
Max SAIL=	5,040,000
Lesser of:	**5,040,000**

ELI Limits	per page 44 o
Max per RFA	600,000
Max per spreads	1,035,900
Max (assumed)	370,800
Lesser of:	**370,800**

Max SAIL + ELI =	**5,515,000**
SAIL =	**5,040,000**
ELI =	**370,800**

Hard Debt Terms

	1		2	3
Lender	Permanent Lender			Fixed Rate Mortgage (3)
Origination Date	7/1/23		7/1/23	10/2/17
Interest Only Period (in mos	-	egin Amort	-	-
Adjusted Origination Date	7/1/23	2023	7/1/23	10/2/17
Mortgage Amount	**0**			-
Interest Rate (Actual)	**6.50%**		**1.00%**	**0.00%**
Amortization (in mos)	360		360	360
Third Party Debt?	Yes		Yes	Yes
Monthly Debt Service	0		-	-
Annual Debt Service	0		-	-

Stabilized NOI	81,907
Required DSCR	1.15
Maximum Debt Service	71,224
Total Conventional Debt Ser	0
Year 1 DSCR (inc. SAIL)	2.09
Year 15 DSCR (inc. SAIL)	0.53

Soft (subordinate) Debt Terms

	1	2	3	4	5
Lender	FHFC SAIL	FHFC ELI	BPHI Loan		
Origination Date	2/1/16	2/1/16	2/1/16	2/1/16	2/1/16
Mortgage Amount	**5,040,000**	**370,800**	**1,000,000**		
Interest Rate	0.75%	0.40%	1.00%	0.00%	0.00%
Annual Payment	37,800	1,483	-	-	-
Excess Cash Flow Pays Princi	No	No	No	No	No
% Payable out of Cash Flow	0%	0%	0%	0%	0%
Simple or Compound	Simple	Simple	Compound	Compound	Compound
Third Party Debt?	Yes	No	Yes	Yes	Yes
Cash Flow Priority	3	4	5	6	7
Term (in months)	360	360	360	360	360
Maturity Date	2/1/46	2/1/46	2/1/46	2/1/46	2/1/46

Developer's Fee Timing

Summary

Total Fee	**3,568,482**
Deferred Fee	1,057,922
Cash Fee	**2,510,560**

Funding Benchmark	Date Funded	Amount Paid	Percentage of Paid Fee	Percentage of Total Fee		Developer's Fee = 16% BPHI Share 30.0%	Developer's Fee = 16% GM Share 70.0%	Reserve = 5% Reserve
Equity @ Closing	07/01/2021	$627,394	24.99%	17.58%		$188,218	$439,176	$0
Equity @ 50% Compl.	03/01/2022	$209,451	8.34%	5.87%		$62,835	$146,616	$0
Equity @ 100% Compl.	11/01/2022	$828,485	33.00%	23.22%		$248,545	$579,939	$0
Equity @ Cost Cert.	01/01/2023	$0	0.00%	0.00%		$0	$0	$0
Equity @ Stabilization, 8609s	07/01/2023	$745,230	29.68%	20.88%		$223,569	$521,661	$1,115,150
8609's	07/01/2023	$100,000	3.98%	2.80%		$30,000	$70,000	$0
					Paid:	**$753,168**	**$1,757,392**	**$1,115,150**
Deferred	07/01/2023	$1,057,922	70.35%	29.65%	Deferred:	$317,377	$740,545	$0.00

PROJECT PROFORMA

Seven on Seventh
Tax Credit Equity Sources

Tax Credit Input	
9% Credit Rate	**9.00%**
4% / Bonds Credit Rate	**3.20%**
Applicable LIHTC Rate	***9.00%***
Acq. Credit Rate	3.25%
Hist. Credit Rate	0.00%
TBD	
App or Artificial Credit Cap	**2,110,000**
Other Credits	0
Historic Credits Projected	0
DDA / QCT 30% Basis Boost?	yes
Personal Property per unit	$3,500
Date Credits Start for Final Unit P.I.S.	
Final Year of Compliance Period	
Holding Period (Years)	
Federal Credit to Loss Ratio	

LIHTC Partnership Structure	
Lower Tier	TC, Losses%
Limited Partner	99.99%
GP 1	0.01%
GP 2	0.00%
SLP	0.00%

Tax Credit Pricing (cents)	
Price / Federal Cr	**98.00**
Price / Historic Cr	**0.00**

Net Equity Calculation:	**Total**	**Fund %**	**Credits**	**Price**	**Net Equity**
LIHTC	21,100,000	99.99%	21,097,890	$0.9800	20,675,932
Total Eligible Basis			23,579,703	0	0
For Area	130.00%		30,653,614	0	0
Adjusted Basis			30,653,614	0	0
Qualified Fraction			100.00%	100.00%	100.00%
Qualified Basis			30,653,614	0	0
x Credit rate			9.00%	3.25%	20.00%
Subtotal LIHTC			2,758,820	0	0
TOTAL COMBINED LIHTC			**2,758,820**		
Tax Credit Request (max or estimate)			2,110,000	Excess (short) Basis	5,545,470
ANNUAL FEDERAL CREDITS TO PARTNERSHIP					**2,110,000**
TOTAL HISTORIC CREDITS TO PARTNERSHIP					**-**

Equity Price and Pay-ins						
Capital Contribution Schedule				**FEDERAL EQUITY**		**TOTAL EQUITY**
Event	**Date**	**Months**	**Duration**	**%**	**$**	**$**
Equity @ Closing	07/01/2021		1	30.00%	$6,202,780	$6,202,780
Equity @ 15% Compl.	09/01/2021	2	2	0.00%	$0	$0
Equity @ 25% Compl.	12/01/2021	3	5	15.00%	$3,101,390	$3,101,390
Equity @ 50% Compl.	03/01/2022	3	8	10.00%	$2,067,593	$2,067,593
Equity @ 75% Compl.	06/01/2022	3	11	0.00%	$0	$0
Equity @ 98% Compl.	10/01/2022	4	15	20.00%	$4,135,186	$4,135,186
Equity @ 100% Compl.	11/01/2022	1	16	0.00%	$0	$0
Equity @ Cost Cert.	01/01/2023	2	18	0.00%	$0	$0
Equity @ Stabilization, 8609s	07/01/2023	6	24	25.00%	$5,168,983	$5,168,983
				100.00%	**$20,675,932**	**$20,675,932**

PROJECT PROFORMA

Seven on Seventh
Sources & Uses

Sources of Funds:		Total ($)		Per Unit ($)		%
LIHTC Limited Partner Net Equity		20,675,932		287,166		73.5%
FHFC SAIL		5,040,000		70,000		17.9%
FHFC ELI		370,800		5,150		1.3%
BPHI Loan		1,000,000		13,889		3.6%
GP Equity		2,000		28		0.0%
Deferred Developer Fee		1,057,922		14,693		3.8%
Total Sources of Funds		**28,146,654**		**390,926**		**100.0%**

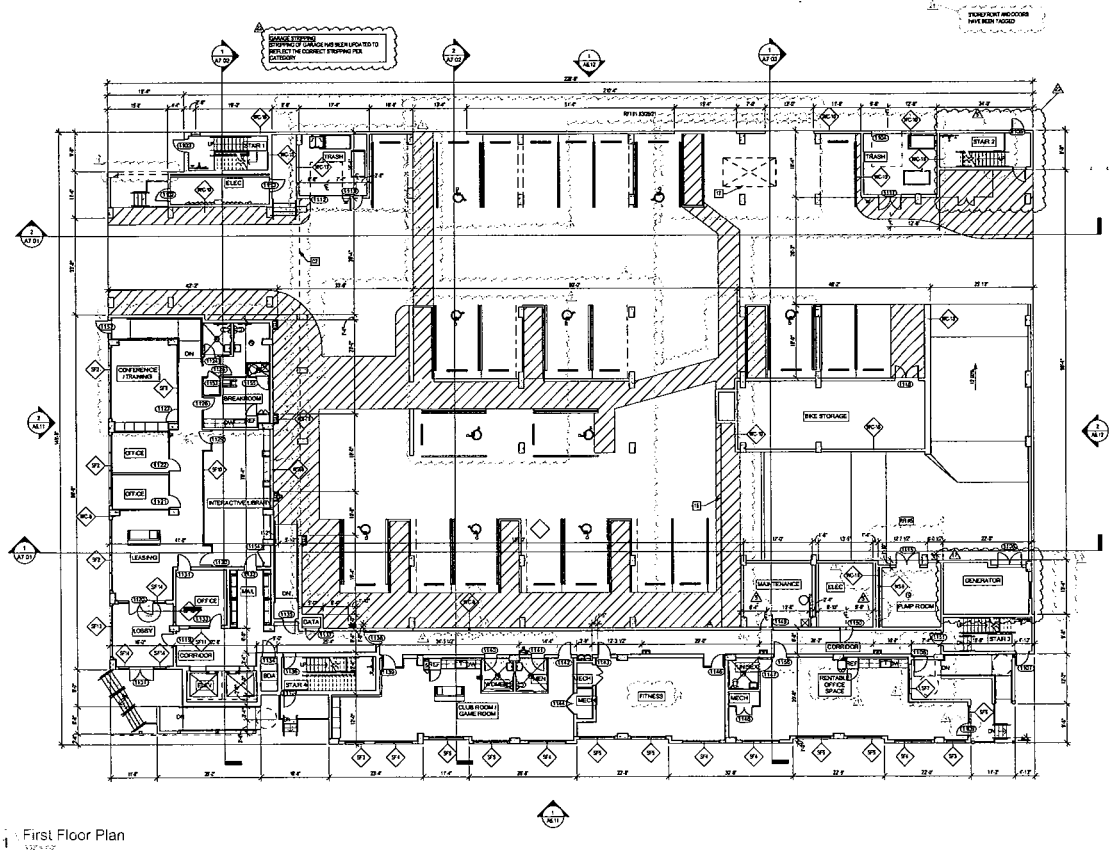
Uses of Funds:	Cost Type	Total ($)		Per Unit ($)		%
Land	Land	1,000,000		13,889		3.6%
Hard Costs	Hard Costs	17,162,141		238,363		61.0%
Hard Cost Contingency @ 4.9%	Hard Costs	858,107	5%	11,918		3.0%
Solar Panels, Green Upgrades	Hard Costs	24,948		347		0.1%
Recreational / Owner Items / FFE	Hard Costs	365,900		5,082		1.3%
Accounting Fees/Cost Cert	Soft Costs	50,000		694		0.2%
Architect Fees (includes Civil)	Soft Costs	874,949	5.1%	12,152		3.1%
Green Commissioning, Certs	Soft Costs	18,945		263		0.1%
Plan and Cost Analysis	Soft Costs	3,700		51		0.0%
Building Permits	Soft Costs	227,128		3,155		0.8%
Utility Connection Fees, utility relocation	Soft Costs	539,081		7,487		1.9%
Environmental Report + tree relocation	Soft Costs	37,911		527		0.1%
Interior Design (JTI)	Soft Costs	24,840		345		0.1%
Impact Fees	Soft Costs	135,080		1,876		0.5%
Threshold Inspection / private provider / Materials testing	Soft Costs	147,333		2,046		0.5%
Insurance	Soft Costs	156,154		2,169		0.6%
Legal Expenses	Soft Costs	248,000		3,444		0.9%
Market Study/Appraisal	Soft Costs	11,400		158		0.0%
Real Estate Taxes	Soft Costs	50,000		694		0.2%
Soft Cost Contingency	Soft Costs	155,664		2,162		0.6%
Soils Testing	Soft Costs	25,000		347		0.1%
Survey	Soft Costs	20,000		278		0.1%
Title & Recording	Soft Costs	106,000		1,472		0.4%
Misc. Marketing (photos, printing)	Soft Costs	10,000		139		0.0%
FHFC Credit Underwriting Fee	Soft Costs	20,711		288		0.1%
FHFC Admin. / Allocation / Extension Fees	Soft Costs	215,158		2,988		0.8%
FHFC Application Fee	Soft Costs	3,000		42		0.0%
FHFC Compliance Monitoring Fee	Soft Costs	216,761		3,011		0.8%
Syndication due diligence	Soft Costs	25,000		347		0.1%
Construction Period Interest	Const. Interest	310,000		4,306		1.1%
Const. Loan Fees	Financing Fees	58,350		810		0.2%
Const. Loan Closing Costs	Financing Fees	354		5		0.0%
Perm Loan Fees (SAIL/ELI Commitment)	Financing Fees	54,108		752		0.2%
Perm Loan Closing Costs (SAIL)	Financing Fees	19,500		271		0.1%
Other Legal	Financing Fees	83,628		1,161		0.3%
Lender Inspection Fees	Financing Fees	19,171		266		0.1%
Org Costs	Soft Costs	25,000		347		0.1%
Rent-up, Marketing	Soft Costs	160,000		2,222		0.6%
Operating Deficit Reserve	Reserves	1,115,150	5.0%	15,488		4.0%
Developer Fee & Overhead	Dev Fee	3,568,482	16%	49,562		12.7%
Total Uses of Funds		**28,146,654**		**390,926**		**100.00%**

Seven on Seventh
LIHTC 15 Year Cash Flow Projection

Cash Flow Projection

		lease-up	stabilized														
	Year (Timing)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Year (Calendar)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Operating Income	% Yr 1: 50%																
TBD	Gross Potential Rent	295,770	603,371	615,438	627,747	640,302	653,108	666,170	679,494	693,083	706,945	721,084	735,506	750,216	765,220	780,524	796,135
	Vacancy Loss	(20,704)	(42,236)	(43,081)	(43,942)	(44,821)	(45,718)	(46,632)	(47,565)	(48,516)	(49,486)	(50,476)	(51,485)	(52,515)	(53,565)	(54,637)	(55,729)
	Net Rental Revenue:	275,066	561,135	572,358	583,805	595,481	607,390	619,538	631,929	644,568	657,459	670,608	684,020	697,701	711,655	725,888	740,406
	Cable Revenue	837	1,707	1,742	1,776	1,812	1,848	1,885	1,923	1,961	2,001	2,041	2,081	2,123	2,165	2,209	2,253
	Laundry	1,674	3,415	3,483	3,553	3,624	3,696	3,770	3,846	3,923	4,001	4,081	4,163	4,246	4,331	4,418	4,506
	Parking	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Misc. Revenue	1,674	3,415	3,483	3,553	3,624	3,696	3,770	3,846	3,923	4,001	4,081	4,163	4,246	4,331	4,418	4,506
	Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Other Income:	4,185	8,537	8,708	8,882	9,060	9,241	9,426	9,614	9,807	10,003	10,203	10,407	10,615	10,827	11,044	11,265
	Net Revenue:	279,251	569,672	581,066	592,687	604,541	616,632	628,964	641,543	654,374	667,462	680,811	694,427	708,316	722,482	736,932	751,670
Operating Expenses	% Yr 1: 75%																
	Utilities	31,050	42,642	43,921	45,239	46,596	47,994	49,434	50,917	52,444	54,018	55,638	57,307	59,027	60,797	62,621	64,500
	Real Estate Taxes	35,100	48,204	49,650	51,140	52,674	54,254	55,882	57,558	59,285	61,063	62,895	64,782	66,726	68,727	70,789	72,913
	Insurance	59,400	81,576	84,023	86,544	89,140	91,815	94,569	97,406	100,328	103,338	106,438	109,631	112,920	116,308	119,797	123,391
	R & M	40,500	55,620	57,289	59,007	60,777	62,601	64,479	66,413	68,406	70,458	72,571	74,749	76,991	79,301	81,680	84,130
	Administrative	27,000	37,080	38,192	39,338	40,518	41,734	42,986	44,275	45,604	46,972	48,381	49,832	51,327	52,867	54,453	56,087
	Payroll, Tax, Benefits	108,000	148,320	152,770	157,353	162,073	166,935	171,944	177,102	182,415	187,887	193,524	199,330	205,310	211,469	217,813	224,347
	Management Fee (PUPM)	27,119	37,243	38,360	39,511	40,697	41,917	43,175	44,470	45,804	47,179	48,594	50,052	51,553	53,100	54,693	56,334
	Security	10,800	14,832	15,277	15,735	16,207	16,694	17,194	17,710	18,241	18,789	19,352	19,933	20,531	21,147	21,781	22,435
	Replacement Reserve	16,200	22,248	22,915	23,603	24,311	25,040	25,792	26,565	27,362	28,183	29,029	29,899	30,796	31,720	32,672	33,652
	Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Operating Expenses:	355,169	487,765	502,398	517,470	532,994	548,984	565,453	582,417	599,890	617,886	636,423	655,516	675,181	695,436	716,300	737,789
	Net Operating Income:	**(75,918)**	**81,907**	**78,668**	**75,217**	**71,547**	**67,648**	**63,511**	**59,126**	**54,485**	**49,576**	**44,388**	**38,912**	**33,135**	**27,046**	**20,632**	**13,882**
	SAIL/ELI Debt Service / Fees		(39,283)	(39,283)	(39,283)	(39,283)	(39,283)	(39,283)	(39,283)	(39,283)	(39,283)	(39,283)	(39,283)	(39,283)	(39,283)	(39,283)	(39,283)
	Cash Flow Available for Level 1	-	*42,624*	*39,384*	*35,934*	*32,263*	*28,364*	*24,227*	*19,843*	*15,202*	*10,292*	*5,105*	*(371)*	*(6,148)*	*(12,238)*	*(18,651)*	*(25,401)*
	Annual LP Fee	-	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563	7,790
	Cash Flow Available for Level 2	-	*37,474*	*34,080*	*30,470*	*26,636*	*22,568*	*18,257*	*13,694*	*8,868*	*3,768*	*(1,615)*	*(7,293)*	*(13,277)*	*(19,580)*	*(26,214)*	*(33,191)*

EXHIBIT 4



1 First Floor Plan

SHEET NOTES

KEY NOTES

LEGEND

INTERIOR CORRIDOR PILASTER

EXTERIOR GARAGE PILASTER

FORUM
ARCHITECTURE & INTERIOR DESIGN, INC.

Seven on Seventh Apartments

Fort Lauderdale, FL

12/14/2020
James B. Black
AR0011224

SET DISTRIBUTIONS

SHEET REVISIONS

PROJECT NO 4032

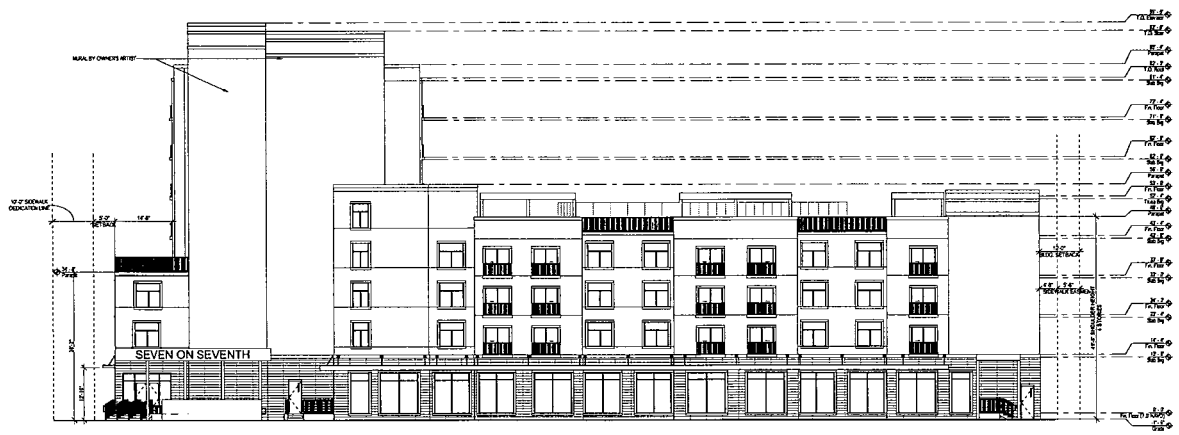
Apartmetns

First Floor Plan

A5.11



2 SE Corner



1 Exterior Elevation - South

FORUM
ARCHITECTURE & INTERIOR DESIGN, INC.

227 S. Westmonte Dr. ns, Suite 230
Altamonte Springs, fl 32714
phone: 407.830.3422
AA0002731

www.forumarchitecture.com

Seven on Seventh Apartments

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07/06/2021

Fort Lauderdale, FL

12/14/2020
James R. Black
AR0011224

STATE OF FLORIDA
JAMES R. BLACK
AR0011224
REGISTERED ARCHITECT

SET DISTRIBUTIONS:

09/09/20	Permit Set
12/14/20	Permit Set

SHEET REVISIONS

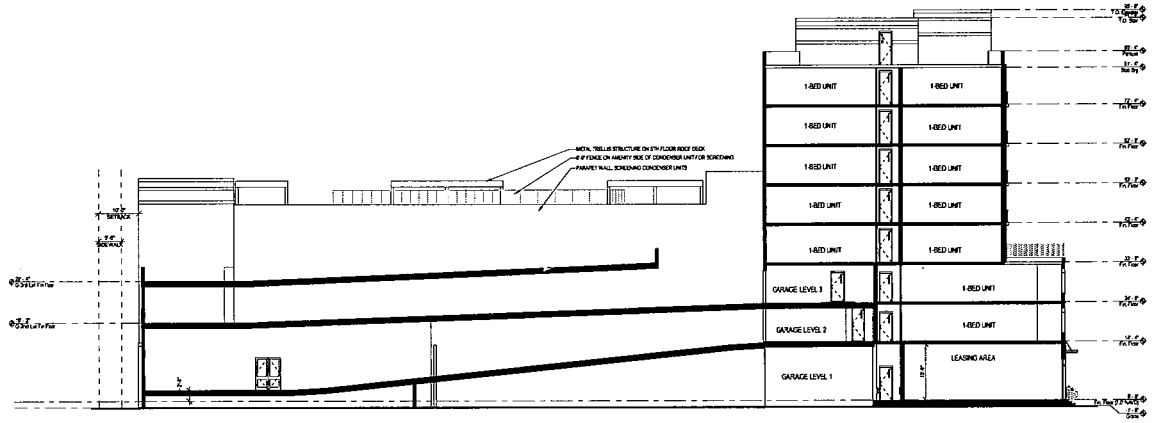
PROJECT NO: 4032

Apartments

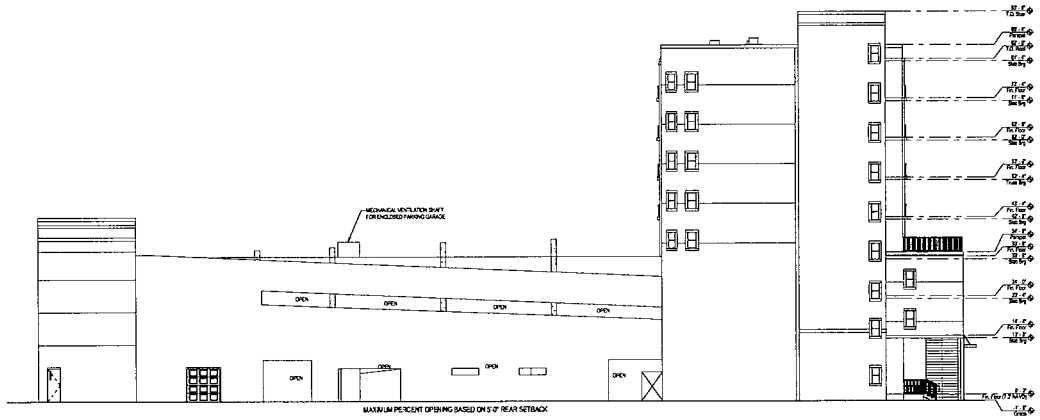
Exterior Elevation

DRC-A6.11

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2 East/West Section, Looking South



1 Exterior Elevation - North

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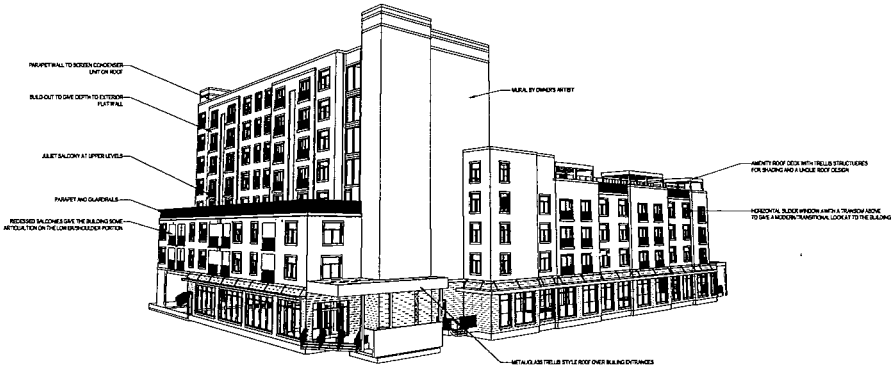
SHEET REVISIONS

PROJECT NO: 4032

Apartments

Exterior Elevation

DRC-A6.12



2 SW Corner



1 Exterior Elevation - West

3/32" = 1'-0"

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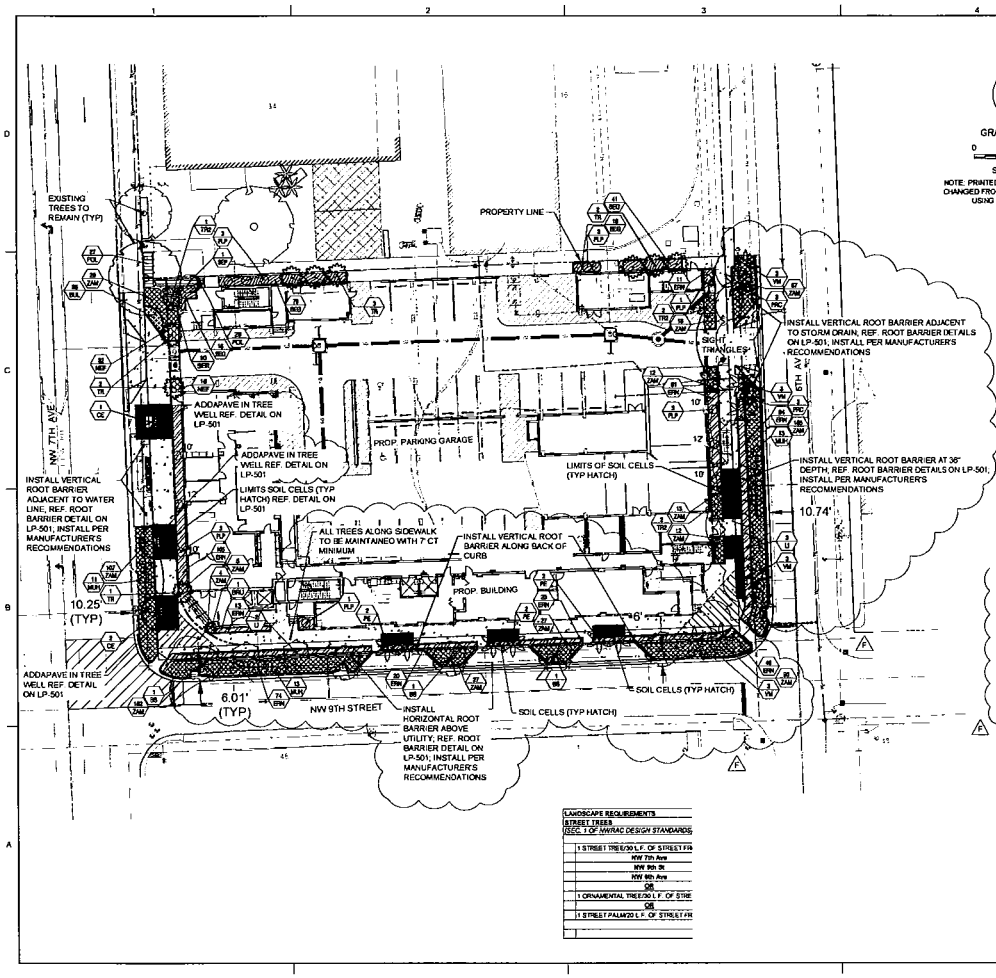
Apartments

Exterior Elevations

DRC-A6.13

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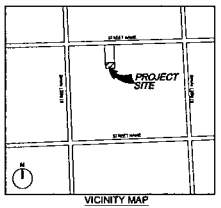
BCHCED REF. #200812002



N

GRAPHIC SCALE
0 20 40
SCALE 1"=20'

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE



PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE	REMARKS
BS	5	BURSERA SIMARUBA GUMBO LIMBO	16' HT. X 7' SPRD., FULL CANOPY	N**	
CE	3	CONOCARPUS ERECTUS GREEN BUTTONWOOD	12' HT. X 6' SPRD., FULL CANOPY	N**	
LI	5	LAGERSTROEMIA INDICA CRAPE MYRTLE	10' HT. X 3' CT, FULL CANOPY, STANDARD	**	
PE	8	PTYCHOSPERMA ELEGANS ALEXANDER PALM	10' C.T.		
VM	12	VEITCHIA MONTGOMERYANA MONTGOMERY PALM	14'-24' CT	*	
PALMS	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE	REMARKS
TR2	5	THRINAX RADIATA FLORIDA THATCH PALM	6' CT, HEAVY, DOUBLE	N**	
TR	9	THRINAX RADIATA FLORIDA THATCH PALM	7'-8' C.T., HEAVY	N**	
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE	REMARKS
BRU	1	BRUNFELSIA AMERICANA YESTERDAY TODAY & TOMORROW	36" HT. X 36" SPRD.		
MUH	37	MUHLENBERGIA CAPILLARIS PINK MUHLY GRASS	24" HT. X 24" SPRD., 30" OC	N**	
PRC	6	PHILODENDRON X 'ROJO CONGO' ROJO CONGO PHILODENDRON	2.5' HT. X 3' SPRD.		
PLP	14	POLYALTHIA LONGIFOLIA PENDULA MAST TREE	10'-12' HT. X 4' SPRD., FULL	**	
SSP	1	SENNA POLYPHYLLA DESERT CASSIA	5' HT. X 2.5' SPRD, FULL CANOPY	**	
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE	SPACING
BEG	154	BEGONIA ODORATA 'ALBA' WHITE ANGEL BEGONIA	18" HT. X 18" SPRD.	**	18" OC
BUL	28	BULBINE BULBOSA BULBINE LILY	12" HT. X 12" SPRD.	**	12" O.C.
ERN	444	ERNODEA LITTORALIS GOLDEN CREEPER	12" HT. X 14" SPRD.	N**	18" OC
NEF	48	NEORSELIA X 'FIREBALL' FIREBALL BROMELIAD	8" HT. X 8" SPRD., 1 GAL		12" O.C.
POL	58	POLYPODIUM SCOLOPENDRIA WART FERN	12" HT. X 14" SPRD.	**	18" OC
SER	10	SERENOA REPENS SAW PALMETTO	24" HT. X 24" SPRD.	N**	36" OC
ZAM	728	ZAMIA PUMILA COONTIE	15" HT. X 18" SPRD.	N**	30" OC

NOTES

SOD TO BE ST. AUGUSTINE FLORATAM. CONTRACTOR TO DETERMINE QUANTITY

ALL PLANTS TO BE FLORIDA NO. 1 OR BETTER PER FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS

ALL SOD AND LANDSCAPE TO RECEIVE 100% COVERAGE WITH 100% OVERLAP FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE

BUBBLERS TO BE PROVIDED FOR NEW AND RELOCATED TREES AND PALMS.

CONTRACTOR IS RESPONSIBLE FOR ALL CONDITIONS AND LANDSCAPE SPECIFICATION ATTACHED TO THIS PLAN AND PLANT LIST. PLAN AND SPECIFICATIONS SHALL BE CONSIDERED CONTRACT DOCUMENTS.

PRE-CONSTRUCTION MEETING IS REQUIRED BEFORE ANY PLANT MATERIAL IS INSTALLED ON SITE

ALL ROAD ROCK, CONCRETE, ASPHALT AND OTHER NON-NATURAL MATERIAL BE REMOVED AND BE REPLACED WITH PLANTING SOIL PRIOR TO LANDSCAPE INSTALLATION

NO TRENCHING ALLOWED WITH IN ROOT ZONES OF EXISTING TREES

LANDSCAPE REQUIREMENTS
STREET TREES
(SEC. 1 OF MWRAC DESIGN STANDARDS)
1 STREET TREE/30 L.F. OF STREET FR
NW 7th Ave
NW 9th St.
NW 6th Ave
OR
1 ORNAMENTAL TREE/30 L.F. OF STRE
OR
1 STREET PALM/20 L.F. OF STREET FR

KEITH
301 East Atlantic Boulevard
Pompano Beach, FL 33060
PH: (954) 788-3400
Florida Certificate of Authorization # - 7928

BID / CONTRACT NO. :

REVISIONS

NO.	DESCRIPTION	DATE
	DRC COMMENTS	03/03/2020
	COUNTY COMMENTS	12/21/2020
A	PER SCHOED	1/04/2021
B	BDLG PERMIT COMMENTS	3/16/2021
C	CONSTRUCTION COOR.	3/03/2021
D	SOIL CELL COORD.	4/09/2021
E	PER CITY BUILD. DEPT.	5/13/2021
F	PER CITY BUILD. DEPT.	5/17/2021

SEVEN ON SEVENTH

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07/06/2021

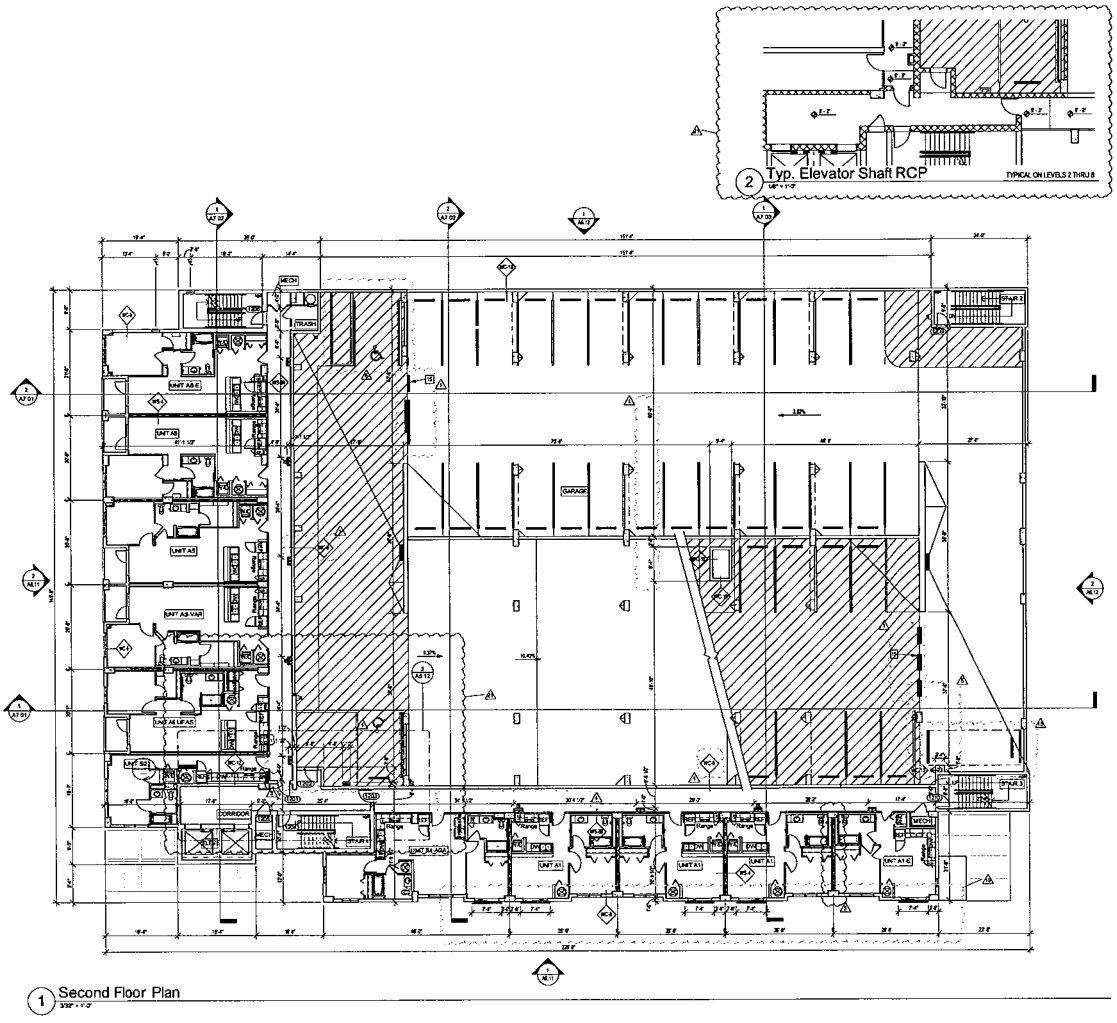
SCALE:	AS NOTED
DATE ISSUED:	SEPTEMBER 2019
DRAWN BY:	SR
DESIGNED BY:	SR, MP
CHECKED BY:	MP

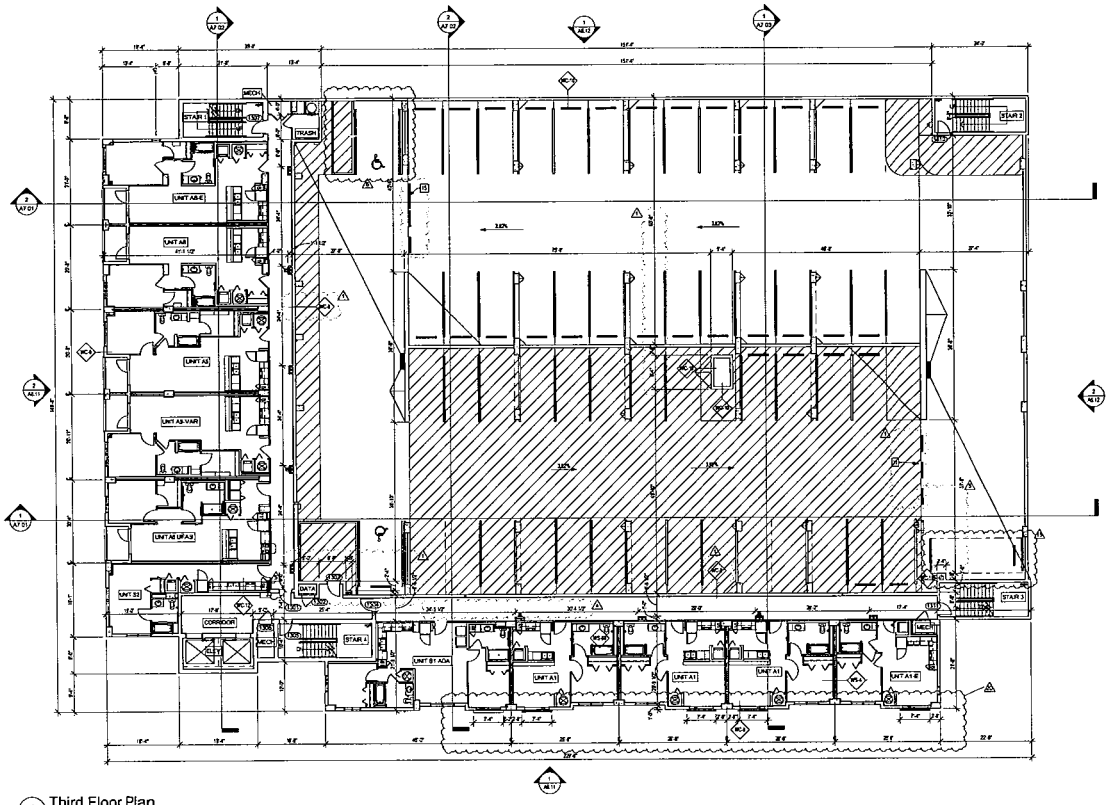
PAUL H. WEINBERG, R.L.A.
FLORIDA REG. NO. LA6666604
(FOR THE FIRM)

SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER
LP-101

PROJECT NO. 07699.00


Second Floor Plan
Typ. Elevator Shaft RCP
TYPICAL ON LEVELS 2 THRU 8
SHEET NOTES
KEY NOTES
LEGEND
FORUM
ARCHITECTURE & INTERIOR DESIGN, INC.
Seven on Seventh Apartments
Fort Lauderdale, FL
12/14/2020
James B. Black
AR0011224
SET DISTRIBUTIONS
SHEET REVISIONS
PROJECT NO: 4032
Apartments
Second Floor Plan
A5.12



1 Third Floor Plan

SHEET NOTES

KEY NOTES

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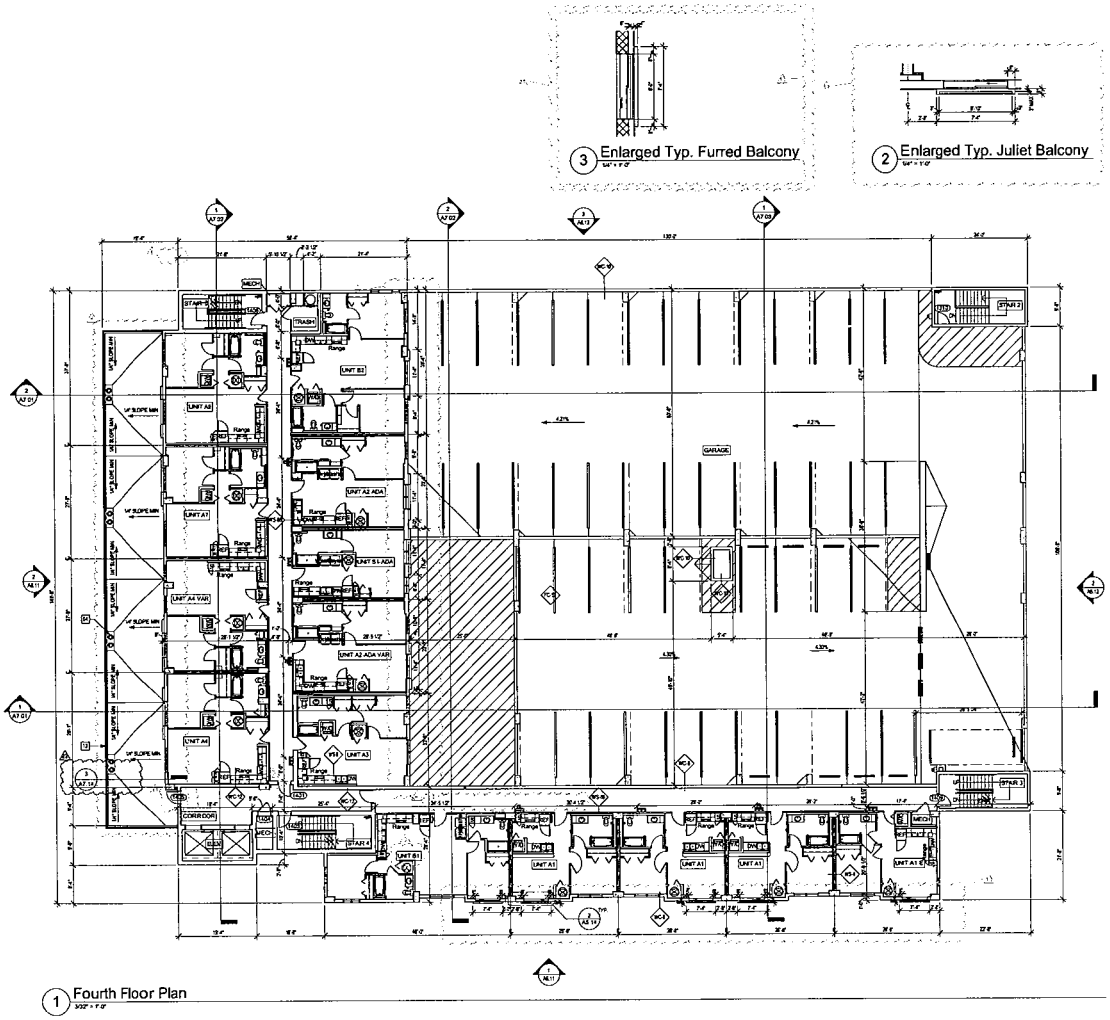
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Third Floor Plan

A5.13



SHEET NOTES

KEY NOTES

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Seven on Seventh Apartments

Fort Lauderdale, FL

12/14/2020
James B. Black
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STATE OF FLORIDA
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12/14/20	Permit Set

SHEET REVISIONS

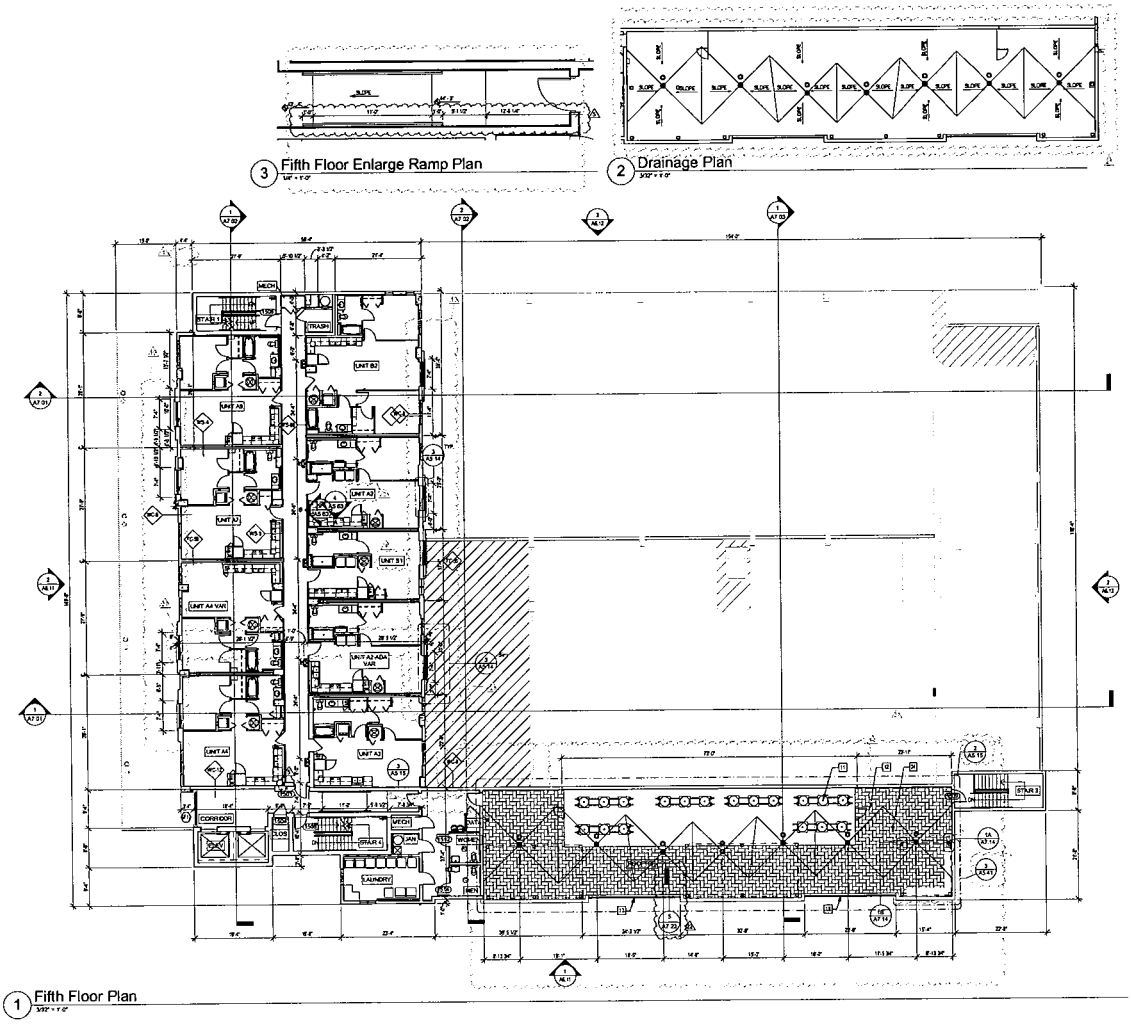
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11/05/20	3	QC Comments 2
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04/02/21	11	QC Coordination
09/17/21	18	Misc. Coordination 9
01/04/22	21	Misc. Coordination 6
4/18/22	22	Misc. Coordination 7

PROJECT NO 4032

Apartments

Fourth Floor Plan

A5.14



SHEET NOTES

KEY NOTES

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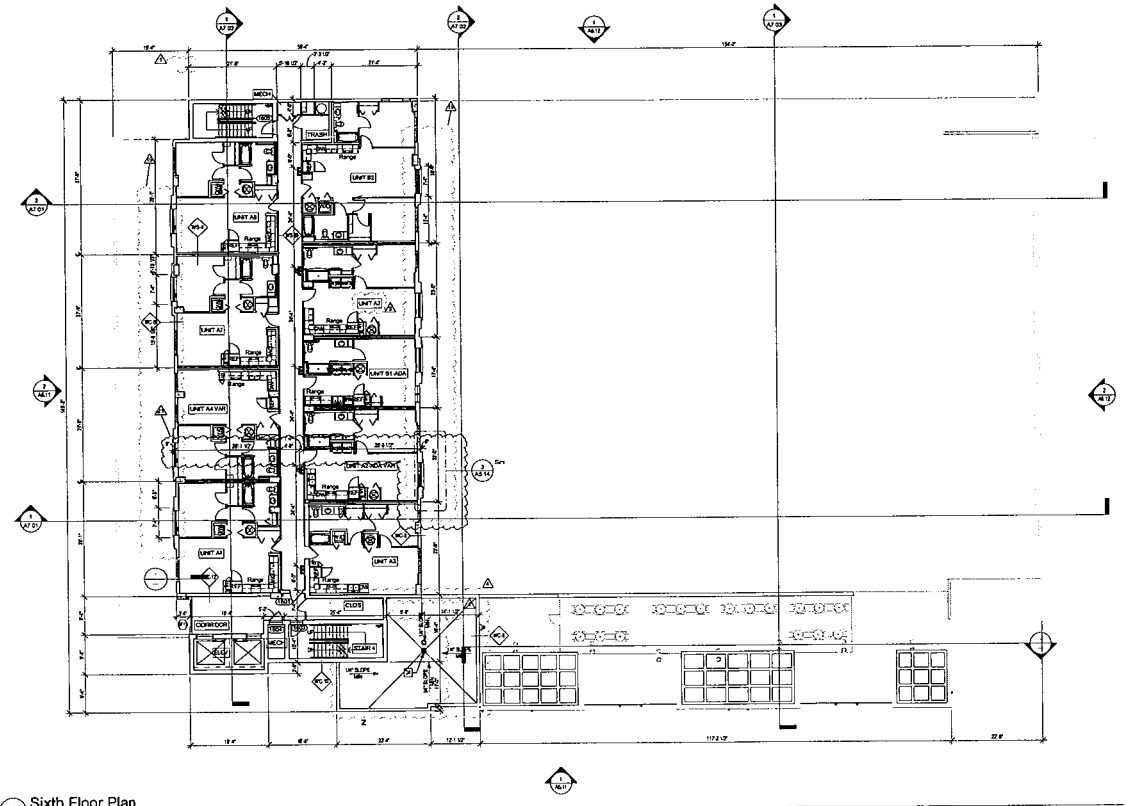
SHEET REVISIONS

PROJECT NO. 4032

Apartments

Fifth Floor Plan

A5.15



1 Sixth Floor Plan

SHEET NOTES

KEY NOTES

LEGEND

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12/14/22	Permit Set

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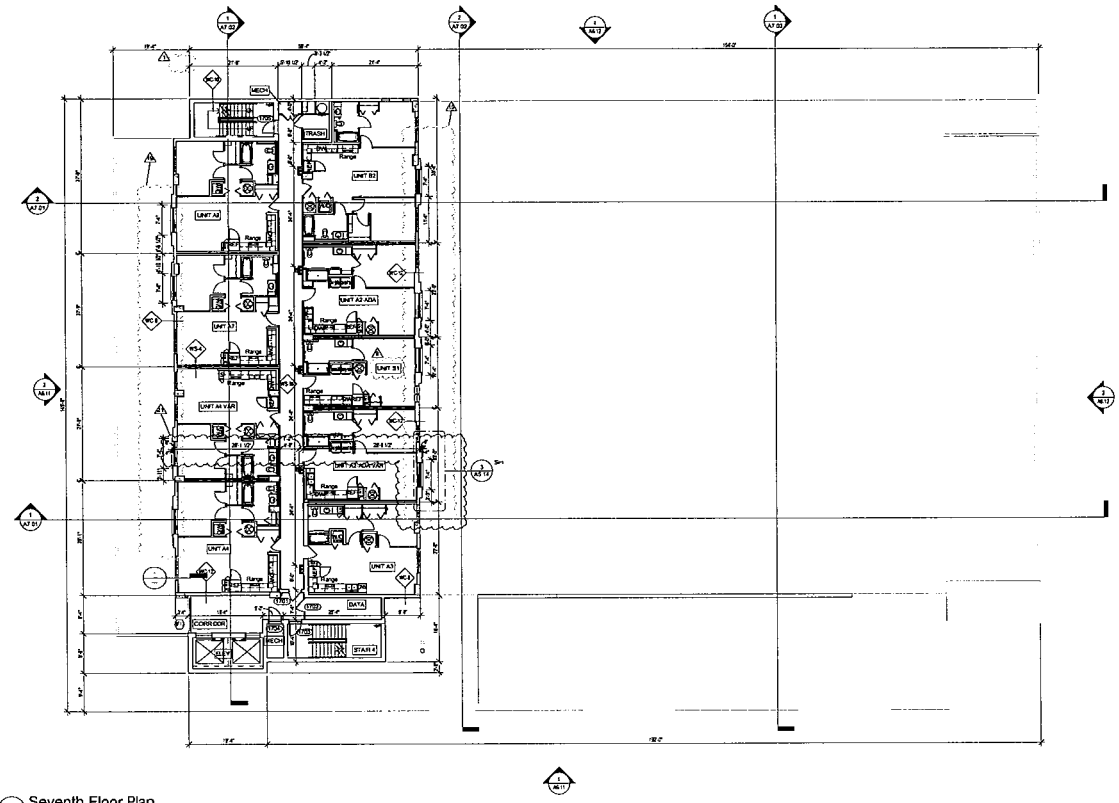
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09/17/21	10	Misc Coordination 5
01/24/22	11	Misc Coordination 6

PROJECT NO: 4032

Apartments

Sixth Floor Plan

A5.16



1 Seventh Floor Plan

SHEET NOTES

KEY NOTES

LEGEND

PLAN CLARIFICATION WERE MADE TO NAME DRAWING PLANS LEGIBLE

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12/14/20	Permit Set

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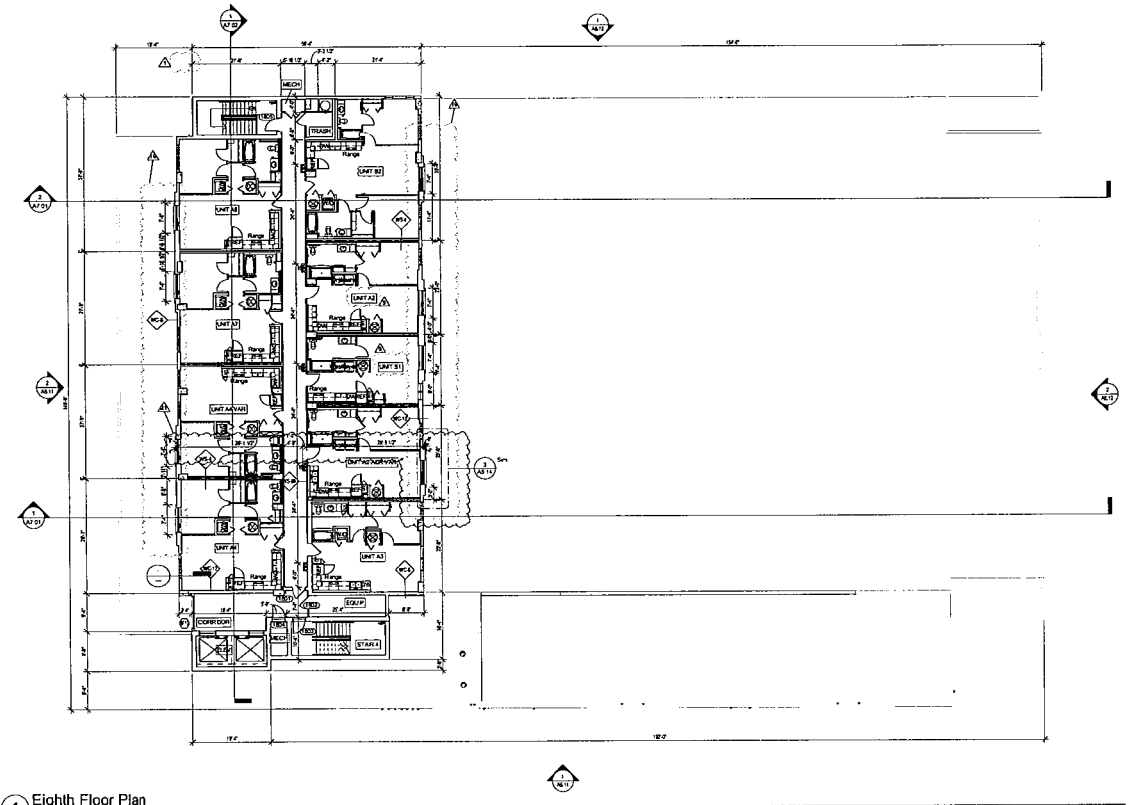
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06/22/21	6	DOC Comments 6
5/21/21	5	Misc Coordination 5
3/17/21	4B	Misc Coordination 4
01/29/21	3	Misc Coordination 3

PROJECT NO 4032

Apartments

Seventh Floor Plan

A5.17



1 Eighth Floor Plan
3/32" = 1'-0"

SHEET NOTES

KEY NOTES

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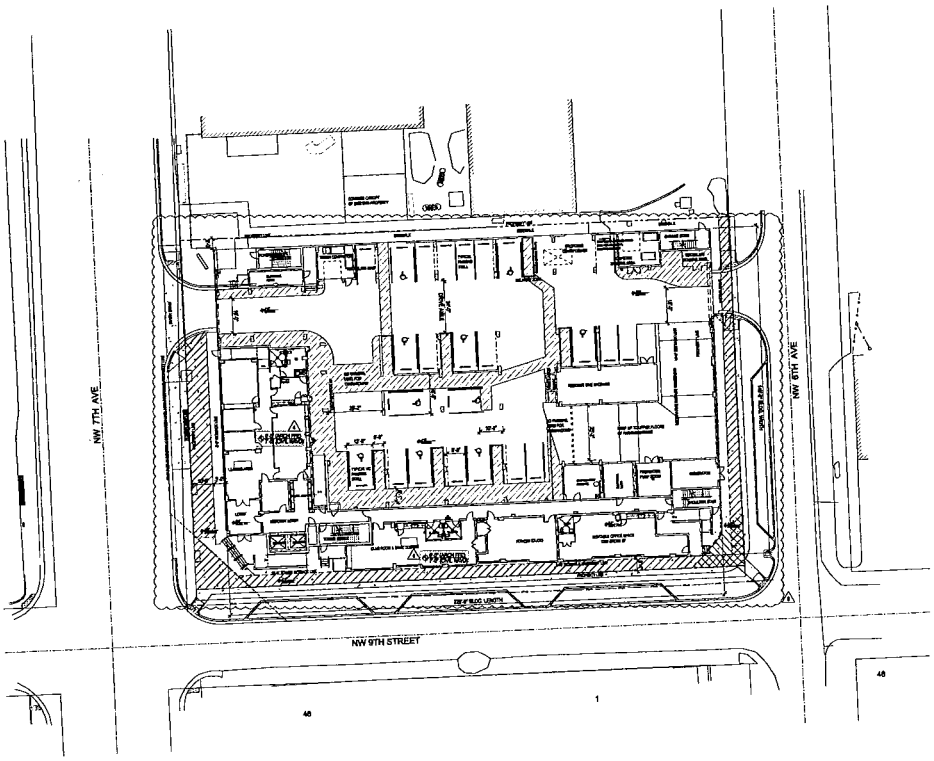
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6/10/2021	3	Misc Corrections 4
6/17/2021	4	Misc Corrections 5
8/13/2021	5	Misc Corrections 6

PROJECT NO: 4032

Apartments

Eighth Floor Plan

A5.18



1 Architectural Site Plan

1" = 20'-0"

SHEET NOTES

A. STANDARD PARKING STALL IS MINIMUM CLEAR 8'-0" WIDE BY 18'-0" WITH NO ENCROACHMENTS OF THE ORANGE STRUCTURE ALLOWED

B. DUMPSTERS AND DUMPSTER ENCLOSURES MUST COMPLY WITH FORT LAUDERDALE UNIFIED LAND DEVELOPMENT CODE OF ELE

ZONING DISTRICT REQUIREMENTS

BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT (SOUTH)	10'	13'0"
CORNER SIDE (EAST)	10'	10'0"
CORNER SIDE (WEST)	5.0	10'-10"
REAR (NORTH)	0.0'	10'

BUILDING HEIGHT

REQUIRED: MAX 120'

PROVIDED: 69'-4" TO TOP OF ROOF SLAB
82'-10" TO TOP OF ROWER ROOF PARAPET WALL
89'-8" TO TOP OF ELEVATOR DECORATIVE ROOF

PROPOSED USES

TOTAL: 1,200 GROSS SF
RESIDENTIAL: 71 UNITS TOTAL (7 STUDIO UNITS, 57 ONE-BEDROOM UNITS, 7 TWO-BEDROOM UNITS)

FEMA FLOOR ZONE

THE PROPERTY IS LOCATED WITHIN FLOOD ZONE AH WITH A BASE FLOOD ELEVATION OF 9 FEET, AS SHOWN ON F.I.R.M. #12011C0536H, BEARING A MAP EFFECTIVE DATE OF 8/18/2014.

DATUM	ELEV.	ARCH ELEV.
NAVD 1988	7.0'	8.0'

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988 DATUM

GROUND FLOOR PLAN PARKING AND TRASH TO BE MORE DETAILED REFER TO SHEET A2.11 FOR DETAILS

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SHEET REVISIONS:

08/09/20	1	DRB Dept Comments 1
11/04/20	2	DRB Dept Comments 2
CP1120	6	Item Corrections 7
04/21/21	10	Footings & Grease Trap Clarification

PROJECT NO. 403

Apartments

Architectural Site Plan

A2.01

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Scale: 1" = 20'

EXHIBIT 5

BUDGET

Uses of Funds:	Cost Type	Total ($)
Land	Land	1,000,000
Hard Costs	Hard Costs	17,162,141
Hard Cost Contingency @ 4.9%	Hard Costs	858,107
Solar Panels, Green Upgrades	Hard Costs	24,948
Recreational / Owner Items / FFE	Hard Costs	365,900
Accounting Fees/Cost Cert	Soft Costs	50,000
Architect Fees (includes Civil)	Soft Costs	874,949
Green Commissioning, Certs	Soft Costs	18,945
Plan and Cost Analysis	Soft Costs	3,700
Building Permits	Soft Costs	227,128
Utility Connection Fees, utility relocation	Soft Costs	539,081
Environmental Report + tree relocation	Soft Costs	37,911
Interior Design (JTI)	Soft Costs	24,840
Impact Fees	Soft Costs	135,080
Threshold Inspection / private provider / Materials testing	Soft Costs	147,333
Insurance	Soft Costs	156,154
Legal Expenses	Soft Costs	248,000
Market Study/Appraisal	Soft Costs	11,400
Real Estate Taxes	Soft Costs	50,000
Soft Cost Contingency	Soft Costs	155,664
Soils Testing	Soft Costs	25,000
Survey	Soft Costs	20,000
Title & Recording	Soft Costs	106,000
Misc. Marketing (photos, printing)	Soft Costs	10,000
FHFC Credit Underwriting Fee	Soft Costs	20,711
FHFC Admin. / Allocation / Extension Fees	Soft Costs	215,158
FHFC Application Fee	Soft Costs	3,000
FHFC Compliance Monitoring Fee	Soft Costs	216,761
Syndication due diligence	Soft Costs	25,000
Construction Period Interest	Const. Interest	310,000
Const. Loan Fees	Financing Fees	58,350
Const. Loan Closing Costs	Financing Fees	354
Perm Loan Fees (SAIL/ELI Commitment)	Financing Fees	54,108
Perm Loan Closing Costs (SAIL)	Financing Fees	19,500
Other Legal	Financing Fees	83,628
Lender Inspection Fees	Financing Fees	19,171
Org Costs	Soft Costs	25,000
Rent-up, Marketing	Soft Costs	160,000
Operating Deficit Reserve	Reserves	1,115,150
Developer Fee & Overhead	Dev Fee	3,568,482
Total Uses of Funds		**28,146,654**

JWR
CONSTRUCTION SERVICES

April 19, 2022

Oscar Sol
Seven on Seventh, LTD
100 SE 3rd Avenue
Fort Lauderdale, FL 33394

Ref: Seven on Seventh Apartments
900 NW 7th Avenue
Fort Lauderdale, FL 33311

Subject: CRA Construction Cost Analysis

Dear Oscar Sol:

As requested, I have analyzed our construction estimate and have identified Four Hundred Thousand Dollars ($400,000.00) worth of construction scope specific to the right-of-way (sidewalk and road) improvements. I have attached a break down summary as well as backup from our original GMP estimate.

If you have any questions, please feel free to call me.

Sincerely,
JWR Construction Services, Inc.

Paul Morrow
Project Executive

CC: JR, TA, DD
Corresp.

1311 WEST NEWPORT CENTER DRIVE, SUITE C, DEERFIELD BEACH, FLORIDA 33442
P. 954.480.2800 F. 954.480.2885
JWRCONSTRUCTION.CC
CGC034031

INFRASTRUCTURE COSTS INCURRED TO DATE
BREAKDOWN

Seven on Seventh

Analysis for CRA

4/19/2022

Scope		Bid	%	Total	Remarks
Survey	Federal Engineering	$32,085.00	25%	$8,021.25	Layout services for right of way, sidewalks, utilities
Electric	HyPower	$6,876.00	100%	$6,876.00	Relocate AT&T from overhead to underground
Electric	HyPower	$53,421.00	100%	$53,421.00	Relocate FPL and Comcast from overhead to underground
Demolition	Atlantic Southern Paving	$27,880.75	100%	$27,880.75	
Sitework	Atlantic Southern Paving	$38,560.75	100%	$38,560.75	
Asphalt Restoration	Atlantic Southern Paving	$9,750.00	100%	$9,750.00	
Concrete	Atlantic Southern Paving	$67,844.70	100%	$67,844.70	
Striping	Atlantic Southern Paving	$5,945.00	100%	$5,945.00	
Utilities (off-site)	Coastal Pipeline	$55,170.00	100%	$55,170.00	
Landscaping	Bermuda	$117,897.00	100%	$117,897.00	
Irrigation	Windmill	$10,000.00	100%	$10,000.00	
			Total =	**$401,366.45**	

JWR
CONSTRUCTION SERVICES

August 01, 2022

Oscar Sol
Seven on Seventh, LTD
100 SE 3rd Avenue
Fort Lauderdale, FL 33394

Ref: Seven on Seventh Apartments
900 NW 7th Avenue
Fort Lauderdale, FL 33311

Subject: CRA Construction Cost Analysis

Dear Oscar Sol:

As requested, I have analyzed our construction estimate and have identified Four Hundred and Seventy-six Thousand Dollars ($476,000.00) worth of construction scope specific to the right-of-way (sidewalk and road) improvements. I have attached a break down summary as well as backup from our original GMP estimate as well as change orders to date.

If you have any questions, please feel free to call me.

Sincerely,
JWR Construction Services, Inc.

Paul Morrow
Project Executive

CC: JR, TA, DD
Corresp.

1311 WEST NEWPORT CENTER DRIVE, SUITE C, DEERFIELD BEACH, FLORIDA 33442
P. 954.480.2800 F. 954.480.2885
JWRCONSTRUCTION.CC
CGC034031

Seven on Seventh

8/1/2022

Analysis for CRA

Scope		Bid	%	Total	Remarks
Survey	Federal Engineering	$32,085.00	25%	$8,021.25	Layout services for right of way, sidewalks, utilities
MOT License	Michael Wood Consulting	$25,000.00	100%	$25,000.00	License to close road and make improvements
Electric	HyPower	$6,876.00	100%	$6,876.00	Relocate AT&T from overhead to underground
Electric	HyPower	$53,421.00	100%	$53,421.00	Relocate FPL and Comcast from overhead to underground
Demolition	Atlantic Southern Paving	$27,880.75	100%	$27,880.75	
Sitework	Atlantic Southern Paving	$38,560.75	100%	$38,560.75	
Asphalt Restoration	Atlantic Southern Paving	$9,750.00	100%	$9,750.00	
Milling Revisions	Atlantic Southern Paving	$17,125.00	100%	$17,125.00	Changes to original scope
Concrete	Atlantic Southern Paving	$67,844.70	100%	$67,844.70	
Striping	Atlantic Southern Paving	$5,945.00	100%	$5,945.00	
Utilities (off-site)	Coastal Pipeline	$55,170.00	100%	$55,170.00	
Utility Revisions	Coastal Pipeline	$17,269.00	100%	$17,269.00	Changes to original scope
Landscaping	Bermuda	$117,897.00	100%	$117,897.00	
Landscape Revisions	Bermuda	$15,585.00	100%	$15,585.00	Changes to original scope
Irrigation	Windmill	$10,000.00	100%	$10,000.00	
			Total =	**$476,345.45**	

Seven on Seventh

JWR Construction Services

SUBCONTRACTOR BID EVALUATION

Date of Bid: October 27th, 2020
Scope of Work: **Surveying Service / Sitework Monitoring**
Bid Package Number: 02-000
Cost Code: 02 00 00
Division: 02

Project Number: 2020-025- R
Cost per SF: $0.21

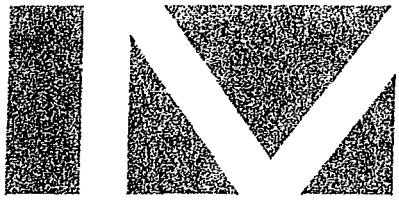
SCOPE OF WORK		SUBCONTRACTOR:						
Description	Quantity	Keith & Assoc	Pulice Land Sur	Miller Legg	Federal Enginee	Bidder 5	Bidder 6	*Estimate*
Subcontractor Bid Proposal	1 LS	0		25,500	***20,085***			
Bond Premium		n/a	n/a	n/a	n/a	n/a	n/a	n/a
Geotechical Reports								By Owner
Establish Vertical & Horizontal Control	8			12,000	12,000			12,000
Foundation Surveys	Div 3							
Lay-Out Verify Parking / Curbs (acre)	Div 2							
Stake-out Parking / Curbs	Div 2							
Stake-out Storm Drainage	Div 2							
As-Builts = Storm Drainage	Div 2							
Stake-out Water Distribution & Sewer	Div 2							
As-Builts Water & Sanitary	Div 2							
Stake-Out Main Water & Fire Hydrants	Div 2							
As-Builts = survey of water lines	Div 2							
Stake-Out Flatwork	Div 3							
Monitoring Sitework	1			Inc in $	Inc in $			25,000
Bond Premium Adjustment								
Final Price Adjustment								
Section 3 : Participation		-	-	-	-	-	-	-
	TOTALS:	0	0	37,500	32,085	0	0	38,850

BEST COMBINATION: 32,085 Federal Engineering

SELECTED SUBCONTRACTOR: Federal Engineering

Estimate Prepared by: JFH
Estimate Reviewed by:

Notes:
1)
2)
3)
4)
5)



MICHAEL E. WOOD CONSULTANT, INC.

Rate of Payment for Services:

For the services performed by the Consultant described above, the Client agrees to pay Consultant as set forth below. These are estimated costs and the project is based on a total hours of All cost of plan and document production as well as application costs, permit fees, impact fees and the like are all to be borne by the Client.

Task 1
Task 2
Task 3
Task 4
Task 5
Task 6
Task 7 Not included in Proposal; By the Hour
Task 8 Not included in Proposal; By the Hour

Estimated Total Task Hours for All Six Tasks

Michael Wood	92 hours @ $250/hour	$23,000
Administrative	50 hours @ $60/hour	$3,000

Experience dictates that these jobs vary significantly in time needed to complete all tasks. It is estimated that this work will take approximately 92 hours of Consultant's Time and 50 hours of administrative time. Should tasks exceed the hourly time allotted, Consultant will bill additional time as set forth above. Consultant will provide an hourly breakdown with each monthly billing in the form of an activity log.

The costs of blueprinting, photocopying, photography, long distance telephone or fax transmission, local or overnight courier services, automobile expenses, travel expenses, and the like shall be reimbursed to the Consultant at 1:15. Reimbursables as defined in this agreement shall be billed monthly.

Any Additional Services as referred to in the above Agreement under Paragraph "Payments" shall be at the rate of $250 per hour and shall be billed in addition to any other sums due under this Agreement. Additional Services are those services not specifically covered in the above scope of work.

18516 Ocean Mist Drive | Boca Raton, Florida 33498 | (561) 756-1983 cell • (561) 487-1072 fax

HYPOWER INC.
ELECTRICAL & UTILITY CONTRACTOR

JWR Recv'd 07/16/2021

Hypower, Inc.
5913 NW 31st Avenue
Fort Lauderdale, FL 33309
Curt Landry
Phone: 954-895-3137
E-mail: CLandry@hypowerinc.com

Scope of Work Agreement

Date: July 15, 2021

Proposal: 20P179 - Seven on 7th – Rev.5 4" AT&T crossing at NW 9th St.

Company Name: JWR Construction Services, Inc.

Attention: Paul Morrow

We are pleased to submit our Budget Proposal Pages -1- through -5- enclosed herein, to perform the Scope of Work on the above referenced construction project per clarifications below. Actual cost contingent upon final engineering.

This proposal supersedes and supplants any previous submittal for this Project and Scope

We guarantee that all equipment and material except as herein otherwise noted, shall be new and conform to standards specified by these documents.

PROJECT INFORMATION:

Project:

COMMUNICATIONS

Furnish and install 1-4" AT&T PVC conduit by trench method crossing NW 9th St.

Price: $6,876.00

SPECIFICATIONS:

DRAWINGS RECEIVED:

SCOPE CLARIFICATIONS:

1. Job expected to be worked concurrently
2. Jobsite assumed to be free of other trades
3. Trench 1-4" PVC supplied by Hypower.
4. Limerock 12" crossing NW 9th St.
5. Asphalt patch 4' wide with 2" of S-3.
6. Proof conduit with jetline.
7. Site assumed to be accessible by equipment required for performance of Scope including Delivery Trucks
8. Work assumed to be performed during Day-Time hours. 7A – 7P

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9. Dewatering with 4" pump included to location provided by GC. (We do not feel dewatering will be needed).
10. Backfill and compact with native material
11. Retainage not applicable to this Scope

Included:

1. Commercial liability insurance (as per specifications).
2. Workers compensation insurance (per State of Florida).
3. Automobile liability insurance (as per specifications).
4. Cleanup of identifiable debris related to this scope.
5. MOT for Com Installations based on FDOT. Cones and signage for flagging operation and police officer.
6. Provide and install 4" PVC Communications conduit for AT&T crossing NW 9th St from swale to power pole on south side
7. Proof conduit.
8. Limerock 12" in roadway.
9. Final asphalt patch 4' wide 2" thick.
10. Work assumed to be completed contiguously and duration of physical construction is expected not to exceed 2 weeks after NTP and Material Availability.
11. De-Mob / Re-Mob Costs, if required are additional at a rate of $3,000 Ea.
12. Includes redline as-builts only.
13. Coordination with Utilities. Contacts required.

Excluded:

1. Temporary power, lighting or utility locates for others.
2. Portable sanitation.
3. Payment or Performance Bond
4. Survey
5. Easement recording
6. Staking, Certified Survey As-built
7. Removal, stock piling, replacement and/or treatment of contaminated soil, exception boring fluids.
8. Variable Message Boards or Water Barriers
9. Site clearing. i.e. (Tree removal)
10. De-mucking and rock back-fill.

OTHER TERMS & CONDITIONS:

Special Conditions:

- Prime Contractor shall provide a preliminary construction schedule to Hypower Inc. to assist in the preparation of our formal agreed schedule.
- We own/lease/subcontract all required equipment and fixture jigs necessary to complete the Scope of Work.
- This proposal is based on entering into a subcontract with your firm that is not more onerous than the contract between your firm and the owner.
- If identified as the preferred subcontractor to be awarded the project/contract that is the subject of this RFP, Hypower will negotiate in good faith to enter a mutually agreeable subcontract on commercially reasonable terms.
- The subcontract will flow down the obligations AND the rights of the prime contract
- It is understood and accepted that this proposal is confidential and is furnished to the contractor

HYPOWER INC.
ELECTRICAL & UTILITY CONTRACTOR

Hypower, Inc.
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Fort Lauderdale, FL 33309
Curt Landry
Phone: 954-895-3137
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for its use. As such, the information in this proposal is strictly confidential and shall not be disclosed to any party, excepting the project owner, without the express written consent of Hypower Inc.

- This Proposal shall become part of our subcontract agreement and shall take precedence over any conflicting contract conditions or statements.
- This proposal is based only upon the information, documents, specifications, permits and drawings as supplied with the Request for Quotation (RFQ). Any alterations, substitutions, additions, or modifications thereto (after the submission of this proposal) shall be cause for a mutually agreed adjustment in price and contract time.
- In the event Hypower, Inc. is delayed in commencing or performing its work for any reason that is not the fault of Hypower, its subcontractors, or suppliers, Hypower will be paid "Standby Compensation" at the rate of $125/MH plus Equipment at Blue Book Rates. Hypower will be compensated for any loss or damage to its work resulting from the delay and any additional work made necessary by the delay at $125/MH plus Equipment at Blue Book Rates, and will receive an equitable extension in the contract schedule
- Contractor/Owner understands that Hypower and its personnel are not contracted to function as design engineers. As such Hypower has not designed the work to be performed, nor made any determination of its suitability for the purpose sought to be achieved by Contractor/Owner. Therefore, Hypower shall not be responsible for any problems, delays, loss, cost, or expense caused by errors or defects in any part of the overall project design or the design and/or specifications applicable to Hypower's work.
- Hypower will not be liable for liquidated, special, indirect, or consequential damages.
- If Contractor or Owner abandons or discontinues all or part of the work for any reason (other than during periods in which Standby Compensation is payable), or if conditions encountered render completion of the work impracticable, Hypower will be entitled to compensation at the above rates for all work undertaken to such date, together with any Standby Compensation to date at the above rates and to reimbursement of all costs related to the mobilization and demobilization of plant, equipment, and personnel to and from the site. In such circumstances, Hypower will not be liable for any loss, damage, penalty, maintenance, or warranty, nor shall Hypower be required to contribute to the performance of the work by an alternative method.
- Hypower's obligation to pay and provide releases from its subs and vendors is limited to the extent of payments received from the Contractor – i.e. we do not finance the work
- Partial releases shall exclude pending issues listed on an attachment to the release
- Pay when paid will not apply if delay by owner is caused by a dispute between owner and the Contractor unrelated to Hypower or if Contractor fails to enforce its rights to receive payment due for Hypower's work
- Retainage shall not exceed the % withheld by the owner against the Contractor and Hypower shall receive reduction in retainage to 5% @ 50% and 2.5% @ 75%
- Hypower shall not be obligated to proceed with change order work without written agreement or written directives to proceed on a time and material basis at rates established in the subcontract
- The contract should include a mutual waiver of consequential damages between Hypower and the Contractor – our responsibility to each other should be for direct damages not things like lost profits, punitive damages, etc.
- Hypower will indemnify the Contractor against claims by third parties in proportion to (to the extent of) Hypower's fault
- Hypower's obligation to pay liquidated damages must be limited to the extent Hypower caused delay and the Owner actually imposes them
- Liquidated damages are the only damages for delay
- For delay and disruption of our work caused by the Owner, the Contractor agrees to advance our rights/ cooperate with us to recover compensation available under the prime contract
- For delay and disruption that the Contractor is responsible for including re-sequencing our work to accommodate other subs, Hypower will be entitled to an equitable adjustment
- Hypower will receive notice and the opportunity to commence a reasonable cure in the event of default
- Termination for convenience only if the Owner terminates the Contractor
- Wrongful termination for default is not deemed a termination for convenience
- No Geotechnical information provided. If rock is encountered, it must be excavatable with

Hypower, Inc.
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standard excavation techniques utilizing a 70K LB Excavator, proceeding on a time and material basis at rates established in the subcontract. No coring or blasting.

- Hypower Inc. is a Merit Shop contractor EC # 0001202.
- Hypower reserves the right to make use of subcontracted / leased employees as required to perform this scope of work.
- The cost and schedule information reflected in this proposal does not take into consideration any price escalations, delays, shortages or disruptions to the availability, quantity or pricing of materials, equipment, labor or services to the (collectively the "Impacts") that may occur due to a global pandemic including, without limitation, the COVID-19 (aka coronavirus) virus or actions taken related thereto by businesses, local, state and national authorities, or by Hypower in its reasonable discretion intended to protect the health and safety of its workers. Notwithstanding anything to the contrary in any other contract documents, Hypower shall be entitled to an extension to the time and an adjustment in the price to the extent that this situation results in any direct or indirect Impacts to its work or obligations.

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 5%. We reserve the right to recover cost impacts above (SIR).

Requisitions for progress payments shall be made upon completion for all work performed and all materials stored on the jobsite.

Progress payment shall be due within THIRTY (30) days or within five (5) days of the Prime Contractor receiving payment from the owner, whichever is less. No Retainage shall apply.

This price is good for Budget Thirty (30) days. Firm pricing can be provided upon receipt of a letter of intent to award.

Sincerely,

Curt Landry

Curt Landry | Power Estimator
Hypower, Inc.
Main: 888-978-9300
Cell: 954-895-3137
CLandry@hypowerinc.com

AGREED and ACCEPTED:

_Curt Landry__
Name (print)

_____
Name (sign)

__Power Estimator___
Title

___July 15, 2021_____
Date

Seven on Seventh - Early Work

JWR Construction Services
SUBCONTRACTOR BID EVALUATION

Date of Bid:
Scope of Work: *FPL, ATT & Comcast Relocation*
Bid Package Number:
Cost Code:
Division:
Project Number: 2020-25 EARLY
Cost per SF:

SCOPE OF WORK		SUBCONTRACTOR:			
Description	Quantity	Hypower Elect			
Subcontractor Bid Proposal					
Bond Premium		n/a			
		Included/Excluded			
Mobilization		☑			
layout		☑			
Call locate services prior to executing this scope.		☑			
Sawcut/Demo as required.		☑			
Excavation, Backfill & Compaction		☑			
Conduits, Fittings		☑			
All necessary pull boxes.		☑			
Traffic rated pull box if in road/easement		☑			
Hoisting included.		☑			
Directional bore and direct burial required FPL Conduits (2-6") in accordance with FPL permit drawings dated 4/08/20. Maintain required separation and depth. Avoid future construction.		☑			
Directional bore and direct burial required Comcast Conduits (~~1-2"~~ 3-2") following new FPL Conduit route starting at utility pole on the south side of NW 9th Street, ending with a pull box positioned over the top of the existing service conduit. Maintain required separation and depth. Avoid future construction.		☑			
~~Directional bore and direct burial spare conduits for Green Mills (2-4") from new pull box located at the SE property corner to a new pull box to be located over the top of the existing ATT service entry point. Maintain required separation and depth. Avoid future construction.~~		☒	Greenmill decided not to proceed with this work		
All conduit placement north-south to be directional bore.		☑			
All conduit placement east-west to be direct burial.		☑			
Coordinate depth of conduit with future construction specifically foundations and drainage structures.		☑			
Remove all demo material and spoils generated from directional boring and excavation from the site. Provide dumpster if necessary.		☑			
Provide barricades, caution tape, etc., to protect the public.		☑			
Provide MOT and or flagmen if required.		☑			
Remove any fencing, schrubs, etc. in way of this scope of work.		☑			
Exercise caution around monitoring well located in green space north of the FPL easement, east side of property.		☑			
Locate existing AT&T and Comcast service conduits entering the building.		☑			
This is a turn-key operation. All scope to be contracted with Hypower.		☑			
Backfill and compact in 12" lifts. Secure density test at direct burial locations.		☑	Density Tests by others		
Concrete and Asphalt Restoration as required.		☑			
Coordinate Testing Agency		☑	Hypower will notify JWR when ready for density test		
Broom Sweep Clean		☑			
Coordinate Permits with FPL, Comcast		☑			
Coordinate Inspections as required		☑			
Asbuilts		☑			
		-	-	-	-
	ESTIMATE:	0	0	0	0
	Contract Amt. (LS)=	$53,421.00			

JWR Recv'd 06/03/21

Hypower, Inc.
5913 NW 31st Avenue
Fort Lauderdale, FL 33309
Curt Landry
Phone: 954-895-3137
E-mail: CLandry@hypowerinc.com

ELECTRICAL & UTILITY CONTRACTOR

JWR Recv'd 06/03/21

Scope of Work Agreement

Date: March 22, 2021

Proposal: 20P179 - Seven on 7th – Rev.4

Company Name: JWR Construction Services, Inc.

Attention: Paul Morrow

We are pleased to submit our Budget Proposal Pages -1- through -5- enclosed herein, to perform the Scope of Work on the above referenced construction project per clarifications below. Actual cost contingent upon final engineering.

This proposal supersedes and supplants any previous submittal for this Project and Scope

We guarantee that all equipment and material except as herein otherwise noted, shall be new and conform to standards specified by these documents.

PROJECT INFORMATION:

Project:

FPL PRIMARY - TRANSFORMER PADS & HANDHOLE

212/lf of 2-6" HDPE Conduit – Directional Bore (matl by FPL)
117/lf of 2-6" PVC Conduit – Open Trench Concrete Encased (matl by FPL)
Stub Up at New Pole Location
1/ea Transformer Pad
- $24,679.00

COMMUNICATIONS

212/lf of 1-4" HDPE Conduit – Directional Bore (ATT)
212/lf of 1-2" HDPE Conduit – Directional Bore (Comcast)
117/lf of 1-4" & 1-2" PVC Conduit – Open Trench w/ 12" separation F&I.
1/ea – ATT Handhole 17x30x24 F&I.
- $14,743.00

MISCELLANEOUS

Sidewalk Restoration
Asphalt Patch at New Pole Location
MOT
Potholing
- $13,999.00

Price: $53,421.00

SPECIFICATIONS: N/A – Verbal Directive w/ quantities provided

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DRAWINGS RECEIVED:

N/A – Verbal Directive w/ quantities provided

SCOPE CLARIFICATIONS:

1. Job expected to be worked concurrently
2. Jobsite assumed to be free of other trades
3. Directional Bore and trenching FPL Primary Feeder.
4. Directional Bore and trenching AT&T and Comcast.
5. Assume stub-up into (1) existing and (1) new FPL Transformer Pads
6. Provide and Install Directional Bore Communications Conduits from proposed new pole location to new HH location at Garage Entrance, and from new transformer location to existing transformer location (Station-4).
7. FPL Primary to connect at existing FPL Pole. Patch at pole only to be asphalt.
8. FPL Primary conduit is installed only, material provided by FPL.
9. Primary cable/transformers/HH to be furnished and installed by others.
10. Should proposed locations of transformers and poles change, pricing will be adjusted accordingly
11. Secondary Feeder Cable to be furnished and installed by others.
12. Communication Cable to be furnished and installed by others.
13. All primary/communication conduit to turn up 2'-0" above rough grade at locations identified inside building or inside project site.
14. Site assumed to be accessible by equipment required for performance of Scope including Delivery Trucks
15. Work assumed to be performed during Day-Time hours. 7A – 7P
16. Job to be staked by others
17. Dewatering with 4" pump included to location provided by GC
18. Backfill and compact with native material
19. Leave excess material onsite. Rough grade only.
20. Asphalt Patch at power pole location and along building only.
21. Schedule contingent upon availability of materials provided by others
22. Retainage not applicable to this Scope

Included:

1. Commercial liability insurance (as per specifications).
2. Workers compensation insurance (per State of Florida).
3. Automobile liability insurance (as per specifications).
4. Cleanup of identifiable debris related to this scope.
5. MOT for FPL and Com Installations based on FDOT. Cones and signage only
6. Directional Bore and trench concrete encased 2-6" FPL Feeder as identified, Approximately 330' overall. No profiles provided, assume minimum 36" Cover, Maximum Trench Depth – 8' from grade (material provided by FPL)
7. Provide and install Communications bore and trench of 1-4" and 1-2" as identified. Approximately 330' overall. No profiles provided, assume minimum 24" Cover, Maximum Trench Depth – 8' from grade
8. Work assumed to be completed contiguously and duration of physical construction is expected not to exceed 2 weeks after NTP and Material Availability.
9. De-Mob / Re-Mob Costs, if required are additional at a rate of $3,000 Ea.
10. Survey and As-builts
11. Coordination with Utilities. Contacts required

Excluded:

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Fort Lauderdale, FL 33309
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1. Temporary power, lighting or utility locates for others.
2. Portable sanitation.
3. Payment or Performance Bond
4. All Permits including but not limited to, ROW Permits (Must be obtained by FPL if required), Dewatering Permits, miscellaneous permits required
5. Survey
6. Easement recording
7. Staking, Certified Survey As-built, Pot-Hole location
8. Final restoration (rough grade only)
9. Landscape or Hardscape Removal beyond sawcut of asphalt or concrete sidewalk
10. Concrete Pumping
11. Dewatering / Well Point
12. FPL cable, Risers or Terminations.
13. FPL Material (Provided by FPL)
14. Wire, Fixtures
15. Landscape restoration
16. Removal, stock piling, replacement and/or treatment of contaminated soil, exception boring fluids.
17. Variable Message Boards or Water Barriers
18. Police, Flaggers
19. Site clearing. i.e. (Tree removal)
20. De-mucking and rock back-fill.

OTHER TERMS & CONDITIONS:

Special Conditions:

- Prime Contractor shall provide a preliminary construction schedule to Hypower Inc. to assist in the preparation of our formal agreed schedule.
- We own/lease/subcontract all required equipment and fixture jigs necessary to complete the Scope of Work.
- This proposal is based on entering into a subcontract with your firm that is not more onerous than the contract between your firm and the owner.
- If identified as the preferred subcontractor to be awarded the project/contract that is the subject of this RFP, Hypower will negotiate in good faith to enter a mutually agreeable subcontract on commercially reasonable terms.
- The subcontract will flow down the obligations AND the rights of the prime contract
- It is understood and accepted that this proposal is confidential and is furnished to the contractor for its use. As such, the information in this proposal is strictly confidential and shall not be disclosed to any party, excepting the project owner, without the express written consent of Hypower Inc.
- This Proposal shall become part of our subcontract agreement and shall take precedence over any conflicting contract conditions or statements.
- This proposal is based only upon the information, documents, specifications, permits and drawings as supplied with the Request for Quotation (RFQ). Any alterations, substitutions, additions, or modifications thereto (after the submission of this proposal) shall be cause for a mutually agreed adjustment in price and contract time.
- In the event Hypower, Inc. is delayed in commencing or performing its work for any reason that is not the fault of Hypower, its subcontractors, or suppliers, Hypower will be paid "Standby Compensation" at the rate of $125/MH plus Equipment at Blue Book Rates. Hypower will be compensated for any loss or damage to its work resulting from the delay and any additional work made necessary by the delay at $125/MH plus Equipment at Blue Book Rates, and will receive an equitable extension in the contract schedule
- Contractor/Owner understands that Hypower and its personnel are not contracted to function as design engineers. As such Hypower has not designed the work to be performed, nor made any determination of its suitability for the purpose sought to be achieved by Contractor/Owner. Therefore, Hypower shall not be responsible for any problems, delays, loss, cost, or expense

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Curt Landry
Phone: 954-895-3137
E-mail: CLandry@hypowerinc.com

caused by errors or defects in any part of the overall project design or the design and/or specifications applicable to Hypower's work.

- Hypower will not be liable for liquidated, special, indirect, or consequential damages.
- If Contractor or Owner abandons or discontinues all or part of the work for any reason (other than during periods in which Standby Compensation is payable), or if conditions encountered render completion of the work impracticable, Hypower will be entitled to compensation at the above rates for all work undertaken to such date, together with any Standby Compensation to date at the above rates and to reimbursement of all costs related to the mobilization and demobilization of plant, equipment, and personnel to and from the site. In such circumstances, Hypower will not be liable for any loss, damage, penalty, maintenance, or warranty, nor shall Hypower be required to contribute to the performance of the work by an alternative method.
- Hypower's obligation to pay and provide releases from its subs and vendors is limited to the extent of payments received from the Contractor – i.e. we do not finance the work
- Partial releases shall exclude pending issues listed on an attachment to the release
- Pay when paid will not apply if delay by owner is caused by a dispute between owner and the Contractor unrelated to Hypower or if Contractor fails to enforce its rights to receive payment due for Hypower's work
- Retainage shall not exceed the % withheld by the owner against the Contractor and Hypower shall receive reduction in retainage to 5% @ 50% and 2.5% @ 75%
- Hypower shall not be obligated to proceed with change order work without written agreement or written directives to proceed on a time and material basis at rates established in the subcontract
- The contract should include a mutual waiver of consequential damages between Hypower and the Contractor – our responsibility to each other should be for direct damages not things like lost profits, punitive damages, etc.
- Hypower will indemnify the Contractor against claims by third parties in proportion to (to the extent of) Hypower's fault
- Hypower's obligation to pay liquidated damages must be limited to the extent Hypower caused delay and the Owner actually imposes them
- Liquidated damages are the only damages for delay
- For delay and disruption of our work caused by the Owner, the Contractor agrees to advance our rights/ cooperate with us to recover compensation available under the prime contract
- For delay and disruption that the Contractor is responsible for including re-sequencing our work to accommodate other subs, Hypower will be entitled to an equitable adjustment
- Hypower will receive notice and the opportunity to commence a reasonable cure in the event of default
- Termination for convenience only if the Owner terminates the Contractor
- Wrongful termination for default is not deemed a termination for convenience
- No Geotechnical Information provided. If rock is encountered, it must be excavatable with standard excavation techniques utilizing a 70K LB Excavator, proceeding on a time and material basis at rates established in the subcontract . No coring or blasting.
- Hypower Inc. is a Merit Shop contractor EC # 0001202.
- Hypower reserves the right to make use of subcontracted / leased employees as required to perform this scope of work.
- The cost and schedule information reflected in this proposal does not take into consideration any price escalations, delays, shortages or disruptions to the availability, quantity or pricing of materials, equipment, labor or services to the (collectively the "Impacts") that may occur due to a global pandemic including, without limitation, the COVID-19 (aka coronavirus) virus or actions taken related thereto by businesses, local, state and national authorities, or by Hypower in its reasonable discretion intended to protect the health and safety of its workers. Notwithstanding anything to the contrary in any other contract documents, Hypower shall be entitled to an extension to the time and an adjustment in the price to the extent that this situation results in any direct or indirect Impacts to its work or obligations.

Hypower, Inc.
5913 NW 31st Avenue
Fort Lauderdale, FL 33309
Curt Landry
Phone: 954-895-3137
E-mail: CLandry@hypowerinc.com

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 5%. We reserve the right to recover cost impacts above (SIR).

Requisitions for progress payments shall be made upon completion for all work performed and all materials stored on the jobsite.

Progress payment shall be due within THIRTY (30) days or within five (5) days of the Prime Contractor receiving payment from the owner, whichever is less. No Retainage shall apply.

This price is good for Budget Thirty (30) days. Firm pricing can be provided upon receipt of a letter of intent to award.

Sincerely,

Curt Landry

Curt Landry | Power Estimator
Hypower, Inc.
Main: 888-978-9300
Cell: 954-895-3137
CLandry@hypowerinc.com

AGREED and ACCEPTED:

_Curt Landry___
Name (print)

_____
Name (sign)

__Power Estimator___
Title

___March 15, 2021_____
Date

Seven on Seventh JWR Construction

10/27/2020 REV1

ATLANTICSOUTHERN
PAVING AND SEALCOATING

Sheet	Layer	Quantity	Unit	Unit	Total
	Mobilization	1	EA	$ 2,750.00	$ 2,750.00
	Silt Fence	875	LF	$ 3.50	$ 3,062.50
	Construction Entrance	1	EA	$ 3,000.00	$ 3,000.00
Demolition	Demo & Haul Curbing	805	LF	$ 6.95	$ 5,594.75
	Demo & Haul Car Stops	36	EA	$ 7.50	$ 270.00
	Demo & Haul Sidewalks	3,984	SF	$ 3.25	$ 12,948.00
	Demo & Haul Asphalt	30,075	SF	$ 0.50	$ 15,037.50
	Demo & Haul Dumpster Enclosure	1	EA	$ 1,975.00	$ 1,975.00
	Degrub Green Areas	9,338	SF	$ 1.00	$ 9,338.00
Balance Site	Grade & Balance Site 1 Time	45,719	SF	$ 0.15	$ 6,857.85
SiteWork	Grade Sidewalks & Curbs	7,373	SF	$ 1.25	$ 9,216.25
	Retention Areas & Swales	1,602	SF	$ 2.25	$ 3,604.50
	Subgrade	1,950	SF	$ 2.80	$ 5,460.00
	8" Limerock	1,950	SF	$ 3.45	$ 6,727.50
	Asphalt Pavement 1.5" SP 9.5	1,950	SF	$ 6.95	$ 13,552.50
Utility	Asphalt Restoration	650	SF	$ 15.00	$ 9,750.00
Concrete	4" Sidewalk	6,432	SF	$ 5.85	$ 37,627.20
	ADA Ramps	6	EA	$ 650.00	$ 3,900.00
	Bus Shelter Pad 9"	95	SF	$ 24.00	$ 2,280.00
	Flumes	5	EA	$ 275.00	$ 1,375.00
	D Curb	305	LF	$ 20.00	$ 6,100.00
	F Curb	298	LF	$ 31.25	$ 9,312.50
	Valley Gutter	232	LF	$ 31.25	$ 7,250.00
Striping OFF Site	Arrows	3	EA	$ 150.00	$ 450.00
	Stop Bars	3	EA	$ 175.00	$ 525.00
	Do Not Enter Sign	2	EA	$ 285.00	$ 570.00
	Stop Sign	2	EA	$ 325.00	$ 650.00
	4" Line	1,500	LF	$ 2.50	$ 3,750.00
				TOTAL	$ 177,964.05

21880.

38560.

67844.

5945.

EXCLUDED	Owner to supply (Survey / Layout / Asbuilts / Testing)
EXCLUDED	TREE REMOVALS by Landscaper
EXCLUDED	MOT & Lane Closures
EXCLUDED	Building Pad Import / Export / Grading (By Shell Contractor)
EXCLUDED	Line Striping & Signage by Garage Contractor
EXCLUDED	No Milling or paving of City streets proposed.
EXCLUDED	Structural Soil by Landscaper

EXCLUDED	Demucking
EXCLUDED	Removal of Unsuitable Materials

Authorization to Proceed & Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

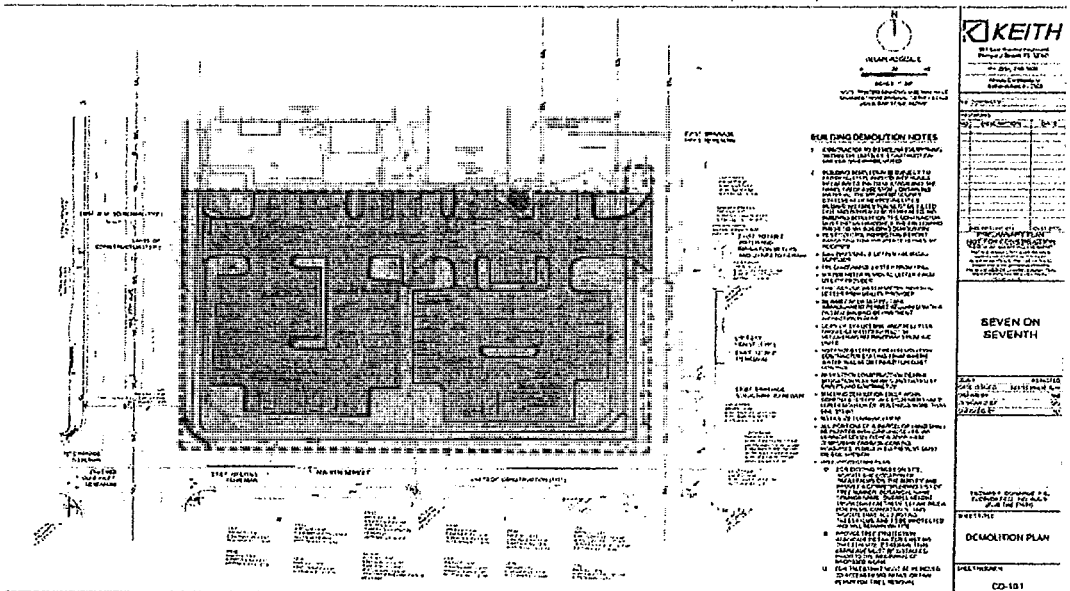
We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract.

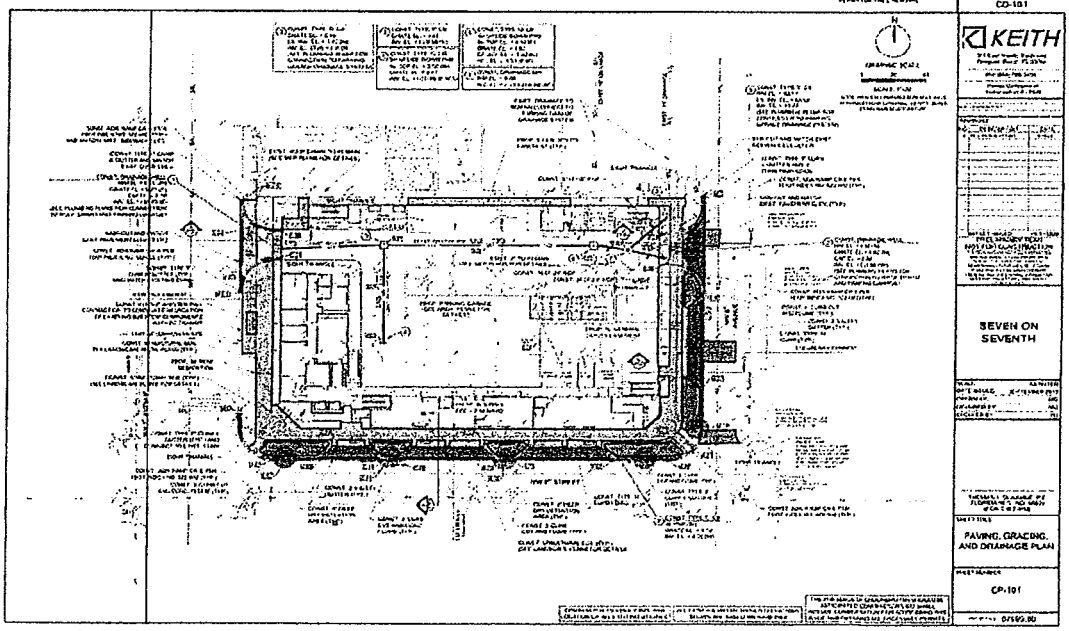
This proposal is good for a period of up to 30 days from the date of the proposal.

Date: _____

Tommy Murphy
Atlantic Southern Paving and Sealcoating
6301 West Sunrise Blvd.
Sunrise, Florida, 33313

_____
Authorized Agent





Seven on Seventh CO#2 JWR Construction

7/12/2021 Plan Revision CO#2

ATLANTICSOUTHERN

Sheet	Layer	Quantity	Unit	Unit		Total
Asphalt	Proposed Asphalt (Deduct)	(270)	SF	$ 5.00	$	(1,350.00)
Mill & Pave	Mill & Pave (Limits Shown Only)	3,725	SF	$ 5.15	$	19,183.75
Concrete	D Curb (Deduct Material Only)	(65)	SF	$ 8.50	$	(552.50)
	Valley Gutter (Deduct)	(50)	SF	$ 31.25	$	(1,562.50)
	F Curb (ADD)	45	SF	$ 31.25	$	1,406.25
				TOTAL	$	17,125.00
Alternate	Tree Removals	1	LS		$	15,792.00

EXCLUDED Owner to supply (Survey / Layout / Asbuilts / Testing)
EXCLUDED TREE REMOVALS by Landscaper
EXCLUDED MOT & Lane Closures
EXCLUDED Building Pad Import / Export / Grading (By Shell Contractor)
EXCLUDED Milling / Paving / Asphalt Restoration (Provided only to the extent shown on plans)
EXCLUDED Structural Soil by Landscaper
EXCLUDED Demucking
EXCLUDED Removal of Unsuitable Materials

Authorization to Proceed & Contract

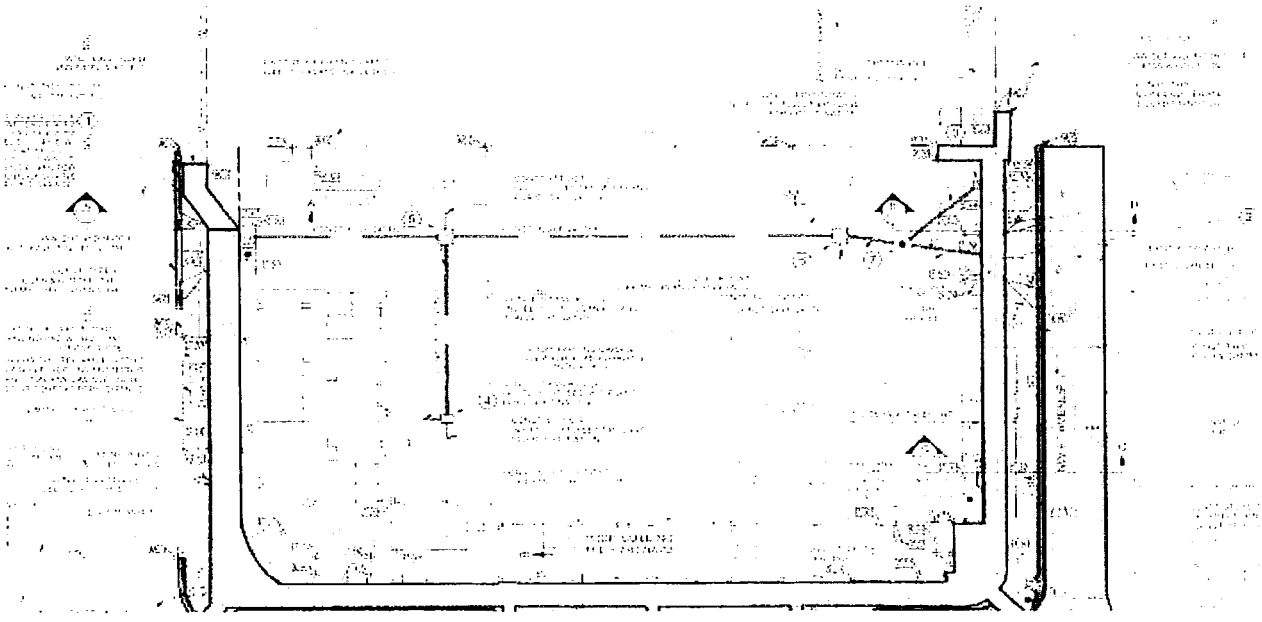
The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract.

Date: _____

_____
Authorized Agent

Tommy Murphy
Atlantic Southern Paving and Sealcoating
6301 West Sunrise Blvd.
Sunrise, Florida, 33313



COASTAL PIPELINE, INC.

303 Jim Moran Boulevard, Suite B
Deerfield Beach, Florida 33442
Telephone (954) 425-7717
E-mail: CPIcoastal@aol.com
State of Florida License # CUC1224809

Jeff Liefer Roy Liefer Justin Liefer

Date: September 10, 2020

Submitted to: JWR Construction Services
1311 Newport Center Drive West, Suite C
Deerfield Beach, FL 33441
Tel: 954-480-2800

Attn: Jorge Fidalgo Email: jfidalgo@jwrconstruction.com

Project: Seven on Seventh

Location: Ft. Lauderdale

Drawings: Keith
Sheets: G1-001 – CM-501
Dated: 9-19 Revisions 5-11-20

QUOTATION / PROPOSAL

We, at Coastal Pipeline, Inc., hereby propose to furnish materials, labor and equipment for the following, per attached quantities:

MOBILIZATION (each)	**$ 3,000.00**
DEMOLITION	**$ 14,184.00**
DRAINAGE	**$ 83,520.00**
SANITARY SEWER	**$ 18,650.00**
WATER DISTRIBUTION	**$ 36,520.00**
FIRE LINE	**$By others**
TOTAL AMOUNT BID	**$155,874.00**

> $55170.-

Qualifications:
- **Please see Provisions on page 2 of this Proposal.**
- Prices are valid for thirty (30) days from the date of this Proposal.
- All M.O.T by others.
- Demolition estimated only. Pipe size not shown on plans.
- Roof drains not included.
- Sewer to limits shown on civil plans.
- Water service to meter location only.
- Drilling of well by others.
- 2 ½" Water service prices as 2". They do not make 2 ½" meters.

THE FOLLOWING PROVISIONS APPLY:

1. The cost of engineering, construction staking, as-builts, certification of as-builts, bond fees, and permits are not included in this proposal.
2. No demolition is included unless specifically stated in this quotation.
3. The cost of any removal, relocation, or support, (temporary or permanent) of existing utilities, structures, or fencing is not included in this proposal.
4. The cost of any sprinklers, landscaping, sod, asphalt, concrete, curb, (removal, repair or replacement) or unmarked private utilities (repair or replacement) is not included in this proposal.
5. Traffic control or barricades are not included in this proposal.
6. Removal or replacement of unsuitable materials under or around any and all utilities and drainage systems is the responsibility of the owner.
7. Excess fill becomes the property of the owner.
8. Price does not include placement of finished sub-grade, fill will be compacted and densities taken to within 12" of bottom of subgrade only.
9. All density testing to be the responsibility of the owner. Any failures will be paid by the contractor.
10. The owner shall furnish land required for construction de-watering discharge.
11. Price does not include cleaning, TV'ing, or repair to existing systems or structures, which are to be tied into with new construction.
12. Sanitary services to within 5 feet of building, or to property line only if shown on plan. Balance by plumber.
13. TV'ing of proposed sanitary lines, if required, will be the responsibility of the Owner.
14. Bacteriological testing by the owner.
15. Water services to limit of test as per plans only, and does not include meter, meter box, or R.P.Z.
16. Concrete pad under double detector check assembly will be included only if this contractor installs both the water system and fire main.
17. Electronic switches are not included on double detector check assemblies.
18. Certifications of backflow preventer or double detector check assemblies are not included.
19. RWL leader to within 5 feet of building; tie-in by others.
20. Included in this proposal is the cost of filter fabric installed one (1) time under drainage structure grates for purposes of erosion control. All other erosion control for the project is by Owner.
21. Sanitary and storm drainage systems will be pre-lamped by the Engineer of Record, General Contractor (Owner) at the time of completion (phases if required) to determine line and grade and to verify that lines and structures are clean. Filter fabric will be installed under storm structure grates one time only and will not be maintained by Coastal Pipeline, Inc. Additional cleaning of lines and structures, if required, will be accomplished at General Contractor's (Owner's) expense.
22. This project is bid in total and cannot be separated without written consent of both the Owner and Contractor ("Owner" as referred to above, being the company this proposal is furnished to).
23. Price based upon one (1) mobilization; additional mobilization(s) will be considered an extra to the contract.
24. All work to be completed according to standard practices. Any changes in the preceding provisions will be accepted only by a written order and becomes an extra to the contract.
25. Payments to be made within thirty (30) days of submission of approved payment request. Invoices not paid when due will accrue interest at a rate of 1.5% per month (18% annum). If non-payment resorts to litigation to collect monies due under the contract, the acceptor agrees to pay all costs and reasonable attorney's fees.
26. **Prices are based upon cost of materials as of the date of this Proposal. Actual material costs will be determined by the cost in effect at time of Contract acceptance.**
27. **By acceptance, this proposal and all its contents shall become a part of, and be attached to, any contract issued on the basis of the information herein, and supersedes any conditions in said contract.**

We propose to furnish labor and materials in accordance with the specifications included in this proposal and for the amount of One Hundred Fifty-Five Thousand Eight Hundred Seventy-Four and 00/100 Dollars ($155,874.00).

****PLEASE NOTE – This proposal may be withdrawn by Coastal Pipeline, Inc., if not accepted within 30 days or if work does not start within 60 days.***

ACCEPTANCE OF PROPOSAL – By this (these) signature(s), Coastal Pipeline, Inc., is authorized to do this work as specified above. Payments to be made as outlined above.

Accepted by:

_____
Signature Date

_____
Name & Title (Please Print)

_____
Signature Date

_____
Name & Title (Please Print)

Provided by:
COASTAL PIPELINE, INC.

_____
Signature Date

_____
Name & Title (Please Print)

approved

Date:	09-10-2020
Submitted to:	JWR Construction Services
Attn:	Jorge Fidalgo
Project:	Seven on Seventh
Location:	Ft. Lauderdale

MOBILIZATION

Mobilization	1 ea
TOTAL	$3,000.00

DEMOLITION

Remove Existing Drainage Inlets	10 ea
Cut and Cap Existing Water Service	2 ea
Remove Existing 18" Drainage	557 lf
Hauling	LS
TOTAL	$14,184.00

DRAINAGE

Connect to Existing Drainage	2 ea
24" RCP	288 lf
18" RCP	32 lf
Type F Inlet	1 ea
Type C Inlet	1 ea
6' Dia Manhole	1 ea
Type G Inlet	2 ea
4' x 11' Wellbox	2 ea
30" Baffle	2 ea
TOTAL	$83,520.00

SANITARY SEWER

Core Existing Manhole	1 ea
Rebuild Invert	1 ea
Paint Existing Manhole	1 ea
8" SDR-26	42 lf
8" Manhole Adaptor	1 ea
8" Cap	1 ea
6' – 8' Manhole	1 ea
Inflow Protectors	1 ea
TOTAL	$19,650.00

WATER DISTRIBUTION

6" x 4" TSV	1 ea
6" x 6" TSV	2 ea
6" DDCA	1 ea
6" Gate Valve	2 ea
4" Gate Valve	1 ea
6" DIP	80 lf
4" DIP	20 lf
4" x 2" Tapped Plug	1 ea
6" Bell Restraints	2 ea
2" Water Service	1 ea
Sample Points	3 ea
TOTAL	$36,520.00

COASTAL PIPELINE, INC.
303 Jim Moran Boulevard, Suite B • Deerfield Beach, Florida 33442
Telephone (954) 425-7717 • E-mail: CPIcoastal@aol.com • State of Florida License # CUC1224809

JEFF LIEFER JUSTIN LIEFER

November 15, 2021

JWR CONSTRUCTION SERVICES, INC.
1311 Newport Center Drive West
Suite C
Deerfield Beach, Florida 33442
Telephone: (954) 480-2800

Attn: Mr. Jorge Romero Email: jromero@jwrconstruction.com

Project: Seven on Seventh

R.F.C.O. #2 Revised

We, at Coastal Pipeline, Inc., hereby propose to furnish materials, labor and equipment for the following, as an addition to our existing contract:

Due to plan changes:

ADD:

4' x 9' Meter Vault	(1) EA	$ 5,248.06
4" DIP	(20) LF	$ 559.60
4" DIP 45° Bends	(4) EA	$ 838.44
4" Gate Valve	(1) EA	$ 823.80
Additional Labor	(2) DAYS	$ 6,800.00
Remobilization	(1) EA	$ 3,000.00
	TOTAL ADD:	**$ 17,269.90**
TOTAL FOR REQUEST FOR CHANGE ORDER:		**$ 17,269.90**

Provided by:
COASTAL PIPELINE, INC.

Justin Liefer
Date: November 15, 2021

Accepted by:
JWR CONSTRUCTION SERVICES, INC.

By: _____
Print: _____
Date: _____

Seven on Seventh

JWR Construction Services
SUBCONTRACTOR BID EVALUATION

Date of Bid: October 27th, 2020
Scope of Work: **Landscape - Trees / Plants**
Bid Package Number: 02-090
Cost Code: 02 90 00
Division: 02

Project Number: 2020-025- R
Cost per SF: $117,897.00

SCOPE OF WORK		SUBCONTRACTOR:						
Description	Quantity	Big M Enterprise	Landscape Serv	Bermuda	Amaro Landscaj	Schulz	Aucamp	*Estimate*
Total Project Acres =	3	***49,847***	***62,369***	***58,434***	***85,729***	***68,730***	***66,999***	
Cost per Acre =	-	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TREES DEMOLITION								
Tree Relocation / Root Pruning	12	27,000	27,000	27,000	27,000	27,000	27,000	27,000
TREES & PALMS								
LI - Crape Myrtle 10' Ht	10	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	3,500
CE - Silver Buttonwood : 3" Cal x 12' Ht	3	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	1,335
BS - Gumbo Limbo 12' Ht	9	3,195	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	3,195
TR - Florida Thatch 8' Ht	16	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	10,800
VM - Montgomery Plam 14' - 24' HT	6	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	5,730
BRU - Yesterday - Today & Tomorrow 36"	1	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	535
SEP - Desert Cassia 5' Ht	1	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	555
PLP - Mast Tree 10' Ht	14	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	10,500
Root Barrier / Root space Sturcture	1455	10,913	10,913	10,913	10,913	10,913	10,913	10,913
Filter Fabric	1500	11,325	11,325	11,325	11,325	11,325	11,325	11,325
Tree Staking / Guying	60	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	4,500
Existing Tree Protection	10	5,550	5,550	5,550	5,550	5,550	5,550	5,550

Seven on Seventh

JWR Construction Services
SUBCONTRACTOR BID EVALUATION

Date of Bid: January 0, 1900
Scope of Work: **Landscape - Trees / Plants**
Bid Package Number: 02-090
Cost Code: 02 90 00
Division: 02

Project Number:
Cost per SF:

SCOPE OF WORK		SUBCONTRACTOR:						
Description	Quantity	Juniper	Landscape Serv	Bermuda	Amaro Landsca	Schulz	Aucamp	*Estimate*
Landscape / Plants - Continued								
GROUND COVER								
SER : Saw Palmetto - 24" Ht	10	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	158
NEF : Fireball Bromeliad - 6" x 8"	95	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	1,496
POL : Wart Fern - 12" Ht	71	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	1,118
BEG : Begonia Angel - 18" Ht	164	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	2,583
ERN : Golden Creeper - 12" Ht	496	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	7,812
ZAM : Cootie - 15" Ht	610	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	9,608
BUL : Buline Lily - 10" Ht	25	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	Inc in $	394
SOD								
St Augustine Floratam	1500	1,000	825	825	825	825	825	825
Topsoil 4"	100	100	100	100	100	100	100	1,500
Fine Grading	NA							
Mulch (2 cuft Bags)	1000	3,750	3,750	3,750	3,750	3,750	3,750	3,750
Landscape Maintenance	By Owner							
Bond Premium Adjustment								
Final Price Adjustment								
Section 3 : Participation		-	-	-	-	-	-	-
	TOTALS:	118,314	121,832	117,897	149,548	132,039	130,256	128,421
	BEST COMBINATION:	117,897	Bermuda					

SELECTED SUBCONTRACTOR: **Bermuda**

Estimate Prepared by: JFH
Estimate Reviewed by:

Notes:
1)
2)
3)
4)
5)

BERMUDA LANDSCAPE & DESIGN INC
COMPLETE LANDSCAPE CONTRACTORS

▲ 10689 Heritage Boulevard
Lake Worth, FL 33467
(561) 432-0300
Fax (561) 432-1123

PROPOSAL #: 16543
DATE: 3/17/2021

JWR Recv'd 03/22/21

Customer
JWR

Project
Seven on Seventh
Fort Lauderdale, FL
Landscape

Sales Rep	Terms	Original Plan Date	Revised Date
Michael Davies	UPON RECEIPT	9/1/2019	10/19/2020

Quantity	Description			
5	Bursera simaruba (Gumbo Limbo)	12' HT. x 6' Spr, full canopy		
3	Conocarpus erectus (Green Buttonwood)	12' HT. x 6' Spr, full canopy		
3	Lagerstroemia indica (Crape Myrtle)	10' HT. x 6' C.T, full canopy		
6	Veitchia montgomeryana (Montgomery Palm)	14' -24' CT		
15	Thrinax radiata (Florida Thatch Palm)	7'-8' C.T, Heavy		
1	Brunfelsia americana (Yesterday Today and Tomorrow)	36" Ht x 36" Spr		
11	Muhlenbergia capillaris (Pink Muhly Grass)	24" Ht x 24" spr, 30" OC		
14	Polyalthia longifolia pendula (Mast Tree)	10' -12' HT x 4' Spr, full		
1	Senna polyphylla (Desert Cassia)	5' HT x 2.5' spr, full canopy		
164	Begonia odorata 'Alba' (White Angel Begonia)	18" HT. x 18" Spr, 18" OC		
25	Bulbine bulbosa (Bulbine Lily)	10" HT x 10" Spr, 10" OC		
496	Ernodea littoralis (Golden Creeper)	12" HT x 14" Spr, 18" OC		
65	Neoregelia x 'Fireball' (Fireball Bromeliad)	6" HT x 8" Spr, 1 GAL, 10" OC		
71	Polypodium scolopendria (Wart Fern)	12" HT x 14" Spr, 18" OC		
10	Serenoa repens (Saw Palmetto)	24" HT x 24" spr, 36" OC		
622	Zamia pumila (Coontie)	15" HT x 18" Spr, 18" OC		
13	Backfill Soil, Trees (70% Med. Sand , 30% Organic Compost)	Cu. Yd.		
24	Backfill Soil, Plants (70% Med. Sand , 30% Organic Compost)	Cu. Yd.		
461	Mulch (melaleuca)	Bags		
41	Small Tree Stakes	Each		
6	Large Tree Stakes	Each		$ 51,341.32
1	Irrigation	System	+	$ 24,619.32
			TOTAL:	**$ 76,190.64**

ADD/ALT:

	GreenBlue Root Stop System		$ 31,288.86
140	Structural Soil	CY (1,255 Sq. Ft. @ 36" Depth)	$ 14,000.00
235	Excavate & Backfill Plant Beds (70/30 Mix)	CY (4,500 Sq. Ft. @ 16" Depth)	$ 14,100.00

Payments to be made as follows:
$_____ Deposit must be received prior to work commencement. $_____ Progress payment due when 2/3 of material and/or work as listed above has been installed. The balance is due upon completion. Bermuda Landscape will notify the customer upon completion. If any of the payments remain unpaid after a term of 30 days, the customer agrees to a service of 1.5% (18% per annum). If collections are commenced by Bermuda Landscape & Design, Inc., Customer agrees to pay reasonable fees, court cost, and all unpaid balances shall accrue interest at the highest rate permitted by law.

Bermuda Landscape & Design, Inc. will not be held responsible for damages to any underground utilities. Owner is responsible for locating and marking all underground lines. Owner/Customer indemnifies and holds Bermuda Landscape & Design, Inc. harmless from any damages or claims of damages relating to underground lines or cables. Transplanted trees are not guaranteed. Bermuda Landscape & Design, Inc. is not responsible for damages to walkway, driveways, sprinklers or sod should we be required to cross any. Any guarantees or warranties shall commence the day the material is planted. Bermuda Landscape & Design, Inc. is not responsible for replacing any material that is damaged due to Acts of God or did not receive proper maintenance, i.e. water, fertilizer, insecticides, lethal yellowing, ect. All guarantees and warranties are null and void if contract is not paid in full and/or as per the above payments terms. It is the customers' responsibility to carry insurance against theft, Acts of God, ect. on all planted material. (Proposal may be withdrawn if not accepted within 30 days.)

Please note that there is a 3% fee for credit card payments.

_____ Bermuda Landscape & Design Inc.
Company Name:

_____ Date: _____ By: _____ Date:
Customer Signature

_____ Visit Us At Bermudalandscape.com
Print Name and Title:

Important Notes & Exclusions:

	Exclusions:	Applied
	Grade/Soil Exclusions	
→	Rough Grade with specified planting soil. This proposal assumes the Site Contractor	X
→	is excavating and installing proper soils per the plans and specifications or as	X
→	required by the municipality to rough grade.	X
→	Grade Cut for areas to receive Rock, Compacted base, or Soil Blanket	X
→	Removal of Lime Rock or Compacted Base Material	X
	Removals/Grubbing	
→	Relocations or Removals of Existing Trees or Vegetation	X
	General	
→	Permit Fees	X
→	Excludes Tree Protection	X
→	Trucking & offsite bagging of soil. Assumes staging area provided for soil deliveries & hopper loading.	X
→	MOT - If needed, assumed by General Contractor	X
→	Hand Watering when not on-site between Phasing. No material will be installed if Automatic	X
→	Irrigation is not in operation.	X
→	Bond Cost	X
→	Maintenance more than 30 days from date each item is installed	X
→	Soil Blanket for Sod Areas, if applicable	X
→	Textura Fees	X
→	Overhead Fees or additional cost for OCIP & CCIP	X
	Structural Soil	
→	Structural Soil quantities are not to exceed amounts	X
→	Any Density Testing or Engineer Inspections for Structural Soil	X
	Optional Exclusions:	
→	Tree Anchoring System per specifications	X
→	Addapave	X
→	Root barrier	X
→	Tree Grates	X
	Irrigation Exclusions	X
→	**Existing RPZ to be reused**	X
→	**No Water Service connection**	X
→	**No Water meter or installation of any Meter**	X
→	**Core Drilling or Sleeve Penetrations to upper story planters**	X
→	**Pipe Hangers or Hanging of Pipe unless specified on plan**	X
→	**Water supply at upper levels (By Plumber)**	X
→	**Permit Fees**	X
→	**Design Fees**	X
→	**Imported Backfill**	X
→	**Directional Boring (If needed)**	X
→	**Patching of Pavement or Concrete (If needed)**	X
→	**High Voltage to Contollers or Pumps**	X

BERMUDA
LANDSCAPE

CHANGE ORDER#: 1
DATE: 9/14/2021

*** This change order is for Rev B

Customer
JWR

Project
Seven on Seventh

Ft. Lauderdale FL
Landscape

Telephone	Fax	Sales Rep	Terms	Original Plan Date	Revised Date
		Michael Davies	UPON RECEIPT		Rev B

Quantity	Description				
	Deletes				
-5	Lagerstroemia indica (Crape Myrtle)		$ 350.00	$	(1,750.00)
-11	Thrinax radiata (Florida Thatch Palm)		$ 600.00	$	(6,600.00)
-10	Begonia odorata 'Alba' (White Angel Begonia)		$ 13.00	$	(130.00)
-52	Ernodea littoralis (Golden Creeper)		$ 4.00	$	(208.00)
-47	Neoregelia x 'Fireball" (Fireball Bromeliad)		$ 17.00	$	(799.00)
-15	Polypodium scolopendria (Wart Fern)		$ 9.00	$	(135.00)
	Adds				
5	Ptychosperma Elegans (Alexander Palm)		$ 625.00	$	3,125.00
6	Veitchia montgomeryana (Montgomery Palm)		$ 812.50	$	4,875.00
9	Thrinax radiata (Florida Thatch Palm)		$ 1,250.00	$	11,250.00
26	Muhlenbergia capillaris (Pink Muhly Grass)		$ 10.00	$	260.00
6	Philodendron Rojo Congo (Rojo Congo Philodendron)		$ 40.00	$	240.00
1	Bulbine bulbosa (Bulbine Lily)		$ 12.50	$	12.50
106	Zamia pumila (Coontie)		$ 25.00	$	2,650.00
			Subtotal:	**$**	**12,790.50**
	Irrigation				
	Parts				
20	3" SCH 40				
600	Hunter HDL RECLAIM - PURPLE Drip Line .9 GPH 12"				
2	Hunter flush PLD-BV				
2	Hunter relief PLD-AVR				
2	Hunter Eco-Indicator				
6	Hunter PCB series Bubbler				
600	Drip Line Lateral				
6	Spray Head Latteral's & Fittings (Bubbler Zones)				
2	6" Round Valve Box				
				$	1,957.00
1	Labor			$	725.00
			Subtotal:	**$**	**2,682.00**

TOTAL: $ 15,585.17

Payments to be made as follows:
$_____ Deposit must be received prior to work commencement. $_____Progress payment due when 2/3 of material and/or work as listed above has been installed. The balance is due upon completion. Bermuda Landscape will notify the customer upon completion. If any of the payments remain unpaid after a term of 30 days, the customer agrees to a service of 1.5% (18% per annum) If collections are commenced by Bermuda Landscape & Design, Inc., Customer agrees to pay reasonable fees, court cost, and all unpaid balances shall accrue interest at the highest rate permitted by law.
Bermuda Landscape & Design, Inc. will not be held responsible for damages to any underground utilities. Owner is responsible for locating and marking all underground lines. Owner/Customer indemnifies and holds Bermuda Landscape & Design, Inc. harmless from any damages or claims of damages relating to underground lines or cables. Transplanted trees are not guaranteed. Bermuda Landscape & Design, Inc. is not responsible for damages to walkway, driveways, sprinklers or sod should we be required to cross any. Any guarantees or warranties shall commence the day the material is planted. Bermuda Landscape & Design, Inc. is not responsible for replacing any material that is damaged due to Acts of God or did not receive proper maintenance, i.e. water, fertilizer, insecticides, lethal yellowing, ect. All guarantees and warranties are null and void if contract is not paid in full and/or as per the above payments terms. It is the customers' responsibility to carry insurance against theft, Acts of God, ect. on all planted material. (Proposal may be withdrawn if not accepted within 30 days.)

Company Name:

Customer Signature

Date:

Print Name and Title:

Bermuda Landscape & Design Inc.

By: Date:

Visit Us At Bermudalandscape.com

WINDMILL SPRINKLER CO., INC.

1535 West Sunrise Boulevard, Fort Lauderdale, FL 33311
(954) 763-3411 Fax (954) 763-9243 Windmill@bellsouth.net

Cert. Of Competency: #77-CLS-14 / 91-CLS-551X
State Well Drilling #1120

- Pumps
- Wells
- Sprinkler System
- Polyethylene
- PVC
- Galvanized

Estimate (or) Contract

To: JWR Construction

Job: Seven on Seventh

Attn: Estimator

Date: October 21, 2020

Installation of:

Install irrigation system per plans and specs. Connect to existing irrigation meter and existing backflow preventer. Install main to supply electric control valves. Install sleeves under drives and walks. Provide controller and rain sensor. NO HIGH VOLTAGE ELECTRIC HOOK UP. Install irrigation system per design including bubblers and drip irrigation.

Including Tax $10,000.00

Exclusions:
Irrigation meter and backflow preventer
Irrigation permit fees
Mounting and electrical hook up of controller and rain sensor

---

Down payment $ _____. Balance upon completion $ _____unless otherwise specified.

Mechanics lien will be placed on above property sixty (60) days after job is completed if contract not paid in full.

1. Well - Pump- Sprinkler system installations guaranteed for one full year against defects in workmanship and materials- not guaranteed against maintenance or construction damage.
2. Purchaser responsible for entire installation even though not paid in full.
3. This contract becomes binding upon signed acceptance by Purchaser and Seller.

Purchaser_____ Seller William J. Meredith Jr.
Sign and return upon acceptance Windmill Sprinkler Co., Inc.

MEMORANDUM

DATE: August 9, 2022

TO: NPF CRA Advisory Board Members

FROM: Clarence E. Woods III, NPF CRA Manager

BY: Bob Wojcik, Housing and Economic Development Manager
Corey Ritchie, CRA Project Manager

SUBJECT: Request to Award and Additional $416,900 from the CRA Property and Business Improvement Program (PBIP) to American Legion Robert Bethal Post 220, Inc for Substantial Renovation and Expansion of the American Legion Post 220 at 1455 Sistrunk Boulevard

---

FUNDING REQUEST

It is requested that Property and Business Improvement Program (PBIP) funding to American Legion Robert Bethal Post 220, Inc for substantial renovation and expansion of the American Legion Post 220 at 1455 Sistrunk Boulevard be increased by an additional $416,900 from $225,000 to $641,900, waiving the maximum funding amount under the program which is $225,000 and also waiving the maximum CRA percentage of funding of eligible project cost. A copy of the Location Map, Broward County Property Appraiser Information, plans and renderings of the proposed project are attached as **Exhibits 1 & 2.**

BACKGROUND

On August 20, 2019, The American Legion Robert Bethal Post 220, Inc was awarded a $125,000 CRA Façade Program forgivable loan and a $225,000 Property and Improvement Program forgivable loan to renovate and expand their facility at 1455 Sistrunk Boulevard. The award is the maximum award under both programs and the maximum the CRA can contribute to eligible project cost when the project is in a CRA Focus Area, assigned a CRA project manager and is bid and managed by the CRA.

American Legion Robert Bethal Post 220 has been in existence since 1947 and have continuously provided services to the community over the years including ROTC scholarships, academic scholarships, sponsorships of little league baseball teams, targeted food giveaways and providing fellowship among veterans. They also have a women's auxiliary unit that provides services to the community with an additional focus on women veterans, children and youth services, needy families and supplies for disabled veterans. Their small 960 square foot building on their 3,114 square foot lot is being tripled in size to 2,544 square feet and will be completed gutted, renovated and expanded into

a contemporary, open and attractive facility with high ceilings, storage space, ample windows, street frontage and good visibility. The expanded facility will create a large meeting area that can also be rented out to members and others for special events, serviced by a new modern kitchen, new handicap accessible restrooms, an outdoor social gathering and event area, office and storage space. The original estimated cost of the renovations was projected at approximately $350,000 to $375,000 and the project was awarded $125,000 under the CRA Façade Improvement Program and $225,000 under the Property and Business Improvement Program, secured by a first mortgage, with the estimated contribution of the American Legion of $25,000. The project is in the CRA Focus Area. Under the Façade Program, the CRA funds cover 100% of the project cost of the first $75,000 and 95% for cost between $75,000 and $125,000. Under the PBIP program, the funding limits in the CRA focus area are 90% of the project cost not to exceed $225,000. The American Legion had sufficient funds to cover their required $25,000 funding match and still have an adequate operating reserve. They were provided assistance from the Florida Panthers Foundation in 2017 with a $25,000 donation to help with this capital project.

Corey Ritchie, CRA Project Manager and State Certified General Contractor is assigned the project and has been working with the City Procurement Services Department to bid out the project on behalf of the CRA through the City's bidding platform Bid Sync. Three (3) bids were received for Bid # 12694-923 on July 19, 2022 and the lowest responsible bid was for $640,000. A copy of the bid tabulation if attached as **Exhibit 3**. The bids did not include the cost of millwork for cabinetry, fixtures and interior finishes and paint which is estimated at an additional $100,000 for a total project cost estimated at $740,000. The American Legion have already contributed $26,773 for predevelopment cost for development review, architectural and engineering drawings. The CRA has also spent $41,927 as part of the Phase I and Phase II architectural services for the project.

Based on an update total hard cost of $740,000, an additional $436,900 is needed for this project.(**Exhibit 4**). The American Legion can contribute an additional $20,000 to this increased cost (4.6%) and it is requested that the CRA provide an additional $416,900 from the Property and Business Improvement Program for this project, allowing the CRA to award this project to the Low Responsible Bidder.

CONSISTENCY WITH THE NPF CRA COMMUNITY REDEVELOPMENT PLAN

The NPF CRA Community Redevelopment Plan is designed, in part to stimulate private development of areas planned for commercial development. The project is consistent with the NPF CRA Community Redevelopment Plan which provides for direct physical improvements to enhance the overall environment, improve the quality of life and attract sound business and commercial development that provide employment and job opportunities. This includes expanding opportunities for existing stakeholders to participate in the revitalization of the area and to put together incentive packages that

focus on existing buildings and people who have already invested in and own property in the community.

RECOMMENDATION

It is recommended that the CRA Advisory Board recommend that the CRA Board provide an additional $416,900 in CRA funding from $225,000 to $641,900 to the American Legion Robert Bethal Post 220, Inc from the CRA Property and Business Improvement Program for the American Legion Post 220 at 1455 Sistrunk Boulevard CRA Property

Attachments

Exhibit 1: Location Map/ Broward County Property Appraiser Information
Exhibit 2: Plans and Renderings of Proposed Project
Exhibit 3: Bid Tabulation - Bid # 12694-923 - American Legion Post
Exhibit 4: Updated Project Budget and Expenses

EXHIBIT 1

Exhibit 1



July 10, 2019

1:600
0 25 50 100 ft
0 5 10 20 m

LOCATION MAP

Robert Bethal American Legion Post 220



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	1455 NW 6 STREET, FORT LAUDERDALE FL 33311
Property Owner	ROBERT BETHEL POST 220 AMERICAN LEGION INC
Mailing Address	1455 NW 6 ST FORT LAUDERDALE FL 33311
Abbr Legal Description	LINCOLN PARK CORR PLAT 5-2 B LOT 5 LESS RD R/W,6 LESS RD R/W BLK 4

ID #	5042 04 11 0850
Millage	0312
Use	77-02

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2022 values are considered "working values" and are subject to change.

Property Assessment Value

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2022*	$34,250	$64,640	$98,890	$88,480	
2021	$34,250	$46,190	$80,440	$80,440	$190.44
2020	$34,250	$46,190	$80,440	$80,440	$190.44

2022* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$98,890	$98,890	$98,890	$98,890
Portability	0	0	0	0
Assessed/SOH	$88,480	$98,890	$88,480	$88,480
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 33-09	$88,480	$98,890	$88,480	$88,480
Taxable	0	0	0	0

Sales History

Date	Type	Price	Book/Page or CIN

Land Calculations

Price	Factor	Type
$11.00	3,114	SF
Adj. Bldg. S.F. (Card, Sketch)		960
Eff./Act. Year Built: 1952/1951		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03						F2		
Y								
960						3114		

EXHIBIT 2



Robert Bethal American Legion Post 220 Existing Facility



AMERICAN LEGION

Post 220 1455 NW 6TH ST
Fort Lauderdale, FL 33311

JANUARY, 2019



DESIGN TEAM

ARCHITECTURE
CRISTINA FANDINO, AIA
9950 SW 107 AVE SUITE 200. MIAMI, FL, 33176
T.: 786 502 4384
CRISTINA FANDINO A.R. No. 0014682 cristina@cfmarchitects.com

SEAL:

COPYRIGHT 2010 ALL RIGHTS RESERVED. THESE DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF CRISTINA FANDIÑO WHETHER THE PROJECT FOR WHICH THEY WERE PREPARED IS EXECUTED OR NOT, THEY ARE NOT TO BE USED IN ANY MANNER ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH THE APPROPRIATE COMPENSATION TO CRISTINA FANDIÑO. REPRODUCTIONS OF DRAWINGS AND SPECIFICATIONS WITHOUT THE WRITTEN CONSENT OF CRISTINA FANDIÑO IS PROHIBITED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL SITE CONDITIONS PRIOR TO PROCEEDING WITH WORK.

DRAWING INDEX

NO.	SHEET NAME	ORIGINAL ISSUE DATE	RELEASE DATE	REV. NO.	REVISION DATE
	COVER SHEET / INDEX				
	ARCHITECTURAL				
A-01	EXISTING FLOOR PLAN / ELEVATIONS				
A-02	PROPOSED FLOOR PLAN				
A-03	PROPOSED REFLECTED CEILING PLAN				
A-04	PROPOSED ELEVATIONS				
A-05	RENDERING				
A35.0	MAILBOXES DETAILS				

DRAWING INDEX

NO.	SHEET NAME	ORIGINAL ISSUE DATE	RELEASE DATE	REV. NO.	REVISION DATE

SHOP DRAWING SCHEDULE

MANUFACTURERS, SUPPLIERS OR INSTALLERS OF THE FOLLOWING ITEMS SHALL SUBMIT DETAILED FABRICATION/INSTALLATION DRAWINGS AND/OR PRODUCT LITERATURE TO THE ARCHITECT FOR HIS RECORDS PRIOR TO FABRICATION OF INSTALLATION. DRAWINGS FOR ENGINEERED PRODUCTS OR PRODUCTS OF A STRUCTURAL/LIFE SAFETY NATURE SHALL BEAR THE SEAL & SIGNATURE OF A FLORIDA REGISTERED ENGINEER OR SHOW REFERENCE TO PRODUCT APPROVAL BY THE APPLICABLE AUTHORITY. IF THE ARCHITECT'S REVIEW OF SUCH DRAWINGS/DATA IS REQUESTED (CLIENT'S CONTRACT OPTION), THEY SHALL BE SUBMITTED IN REPRODUCIBLE (MYLAR) FORM. SUCH REVIEW IS SOLELY FOR COMPLIANCE WITH THE INFORMATION GIVEN IN THESE DOCUMENTS AND WITH THE INTENT OF THE DESIGN CONCEPT OF THE PROJECT, WHILE RESPONSIBILITY FOR THE ACCURACY AND COORDINATION WITH OTHER TRADES OF THE DATA SUBMITTED FOR REVIEW, AS WELL AS FOR THE PERFORMANCE OF THE PRODUCTS DEPICTED THEREON, REMAINS SOLELY WITH THE AUTHOR OF THE DATA AND/OR THE GENERAL CONTRACTOR AS APPLICABLE. REFER TO PERFORMANCE STANDARDS NOTE FOR PRODUCT APPROVAL/ COMPLIANCE.

1. REINFORCING STEEL
2. STRUCTURAL COLUMNS & ACCES.
3. WATERPROOFING MEMBRANES
4. INSULATION
5. RAILINGS & HANDRAILS
6. BATHROOM ACCESSORIES
7. FLOOR & WALL FINISHES
8. CABINETS
9. AIR CONDITIONING EQUIP.
10. WINDOWS, DOORS, HARDWARE
11. FIRE PLACE
12. PLUMBING FIXTURES
13. ELECT. EQUIP. & FIXTURES
14. APPLIANCES

PERFORMANCE STANDARDS

ALL PRODUCTS AND THEIR INSTALLATION SPECIFIED IN THESE DOCUMENTS SHALL HAVE PRODUCT APPROVAL BY AND BE ACCORDING WITH THE STANDARDS OF QUALITY, PROTECTION AND PERFORMANCE OF AT LEAST ONE OF THE FOLLOWING AGENCIES AS APPLICABLE:

ASTM - AMERICAN SOCIETY TESTING MATERIALS
ACI - AMERICAN CONCRETE INSTITUTE
AF&PA - AMERICAN FOREST & PAPER ASSOCIATION
AISC - AMERICAN INSTITUTE OF STEEL CONSTRUCTION
AWI - AMERICAN WOODWORK INSTITUTE
AWPB - AMERICAN WOOD PERSERVATIVES BUREAU
ANSI - AMERICAN NATIONAL STANDARDS INSTITUTE
AAMA - ARCHITECTURAL ALUMINUM MANUFACTURERS ASSOCIATION
BCPA - BROWARD COUNTY PRODUCT APPROVAL
DCPA - DADE COUNTY PRODUCT APPROVAL
FBC - FLORIDA BUILDING CODE
GA - GYPSUM ASSOCIATION
LSC - LIFE SAFETY CODE
NER - NATIONAL EVALUATION SERVICE INC.
NFPA - NATIONAL FIRE PROTECTION ASSOCIATION
NDS - NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION
OSHA - OCCUPATIONAL SAFETY AND HEALTH ACT
SJI - STEEL JOIST INSTITUTE
TCA - TILE COUNCIL OF AMERICA
UL - UNDERWRITERS LABORATORIES
WHI - WARNOCK HERSEY INTERNATIONAL

APPLICABLE CODES

2017 6th-ED. FLORIDA BUILDING CODE
2017 6th-ED. MECHANICAL CODE (FBC)
2017 6th-ED. ELECTRICAL CODE (NEC)
2017 6th-ED. FLORIDA ACCESSABILITY CODE CHAPTER II (FBC)
2017 6th-ED. NFPA 101 LIFE SAFETY CODE
2017 6th-ED. FLORIDA FIRE PREVENTION CODE

ALTERATION LEVEL : II

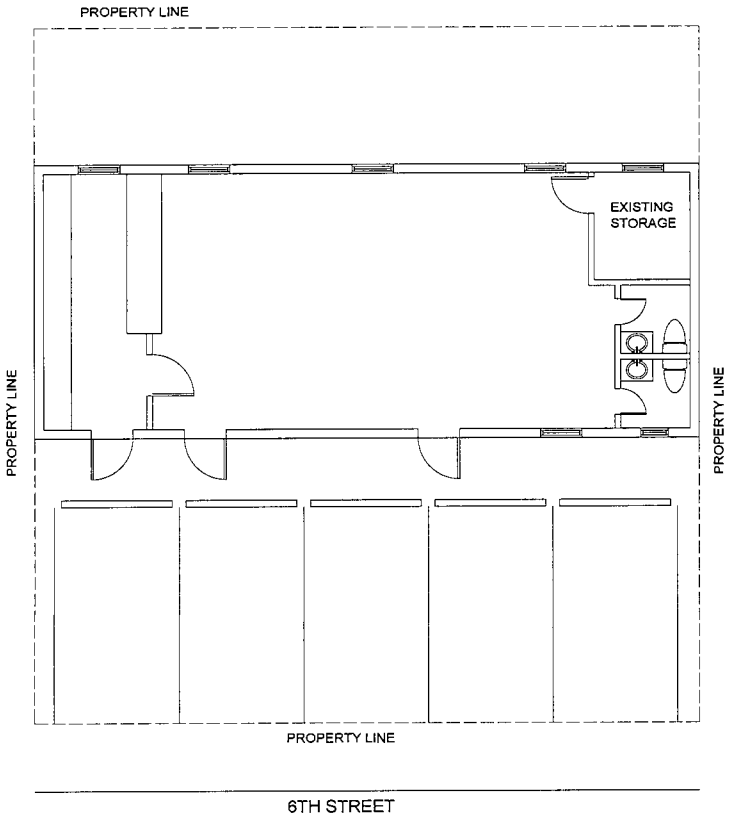
ELECTRICAL

PERMIT INFORMATION:
ELECTRICAL PERMIT APPLICATION IS FOR GENERAL WIRING ONLY. SEPARATE PERMIT APPLICATIONS ARE REQUIRED FOR FIRE ALARM, BURGLAR ALARM, TELEPHONE, TV, CCTV, COMPUTER WIRING AND ANY OTHER LOW VOLTAGE SYSTEM (IF APPLIES).
COPY OF CONTRACT MUST BE SUBMITTED WITH EACH APPLICATION.
ALL ELECTRICAL, MECHANICAL AND PLUMBING WILL BE PLACED AT OR ABOVE THE BASE FLOOD ELEVATION. (B.F.E.)

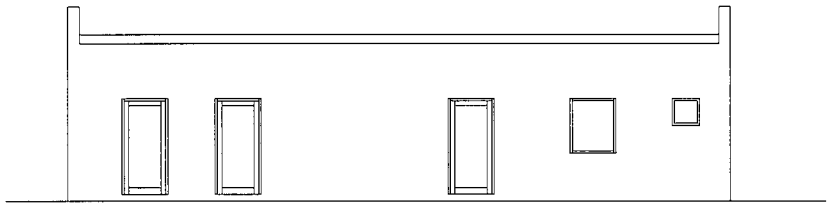
ALL AREAS BELOW B.F.E. SHALL BE PROVIDED WITH A MINIMUM OF TWO (2) OPENINGS HAVING A TOTAL NET AREA OF NO LESS THAN ONE SQUARE INCH OF OPENING FOR EVERY SQUARE FOOT ENCLOSED AREA SUBJECT TO FLOODING. THE BOTTOM ON THE OPENING WILL BE NO HIGHER THAN ONE (1) FOOT ABOVE GRADE AND LOCATED ON DIFFERENT SIDES OF THE ENCLOSED AREA. OPENINGS WILL BE EQUIPPED WITH SCREENS OR LOUVERS. FLOOR RESISTANT MATERIALS WILL BE USED BELOW B.F.E.

ALTERNATIVELY, SEE A CERTIFICATION BY P.E. ON THE PLAN NOTES INDICATING THAT THE DESIGN WILL ALLOWED FOR THE AUTOMATIC EQUALIZATION OF HYDROSTATIC FLOOR FORCER ON EXTERIOR WALLS.

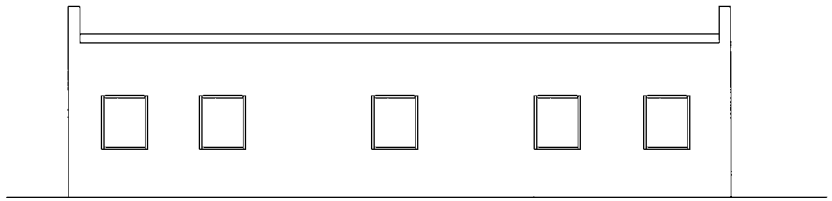
THE SITE WILL BE GRADED IN A MANNER TO PREVENT THE FLOORING OF ADJACENT PROPERTIES. WHERE NECESSARY INTERCEPTOR SWALES WILL BE CONSTRUCTED ON-SITE WITH NO ENCROACHMENT OVER ADJACENT PROPERTIES.



1 EXISTING FLOOR PLAN
SCALE: 1/4" = 1'-0"



2 EXISTING FRONT ELEVATION
SCALE: 1/4" = 1'-0"



3 EXISTING REAR ELEVATION
SCALE: 1/4" = 1'-0"

cfm ARCHITECTS

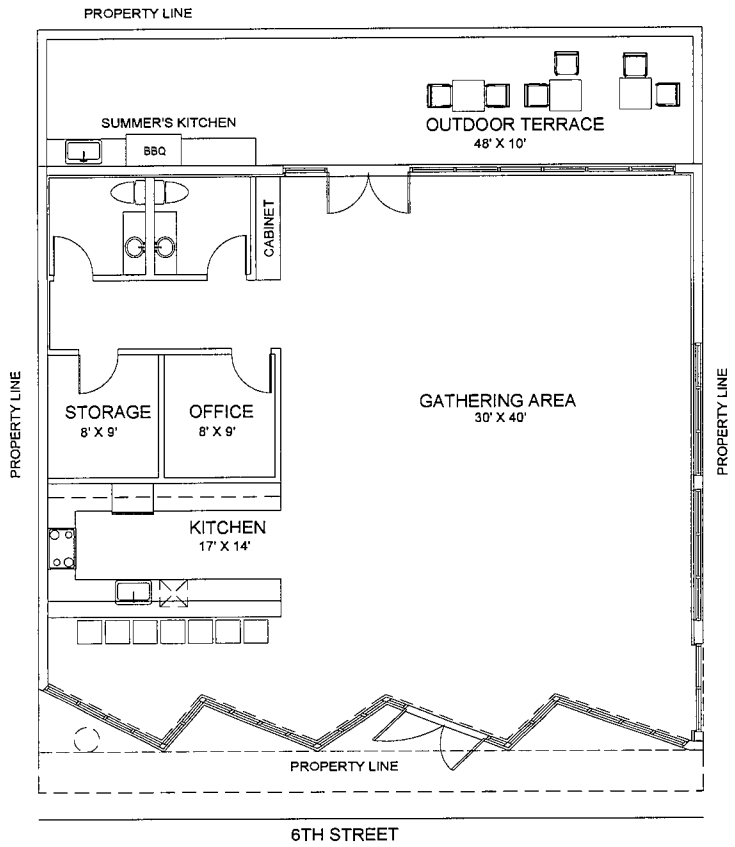
CFM ARCHITECTS
A.R. No. 0014682
9950 SW 107th AVE. Suite # 200
Miami, FL. 33176
R.A.: CRISTINA FANDIÑO AIA
DATE: JAN 2019
DRAWN BY: D.F
PROJECT MANAGER: C.F
786.431.1178
786.560.3179

PROJECT NAME AND ADDRESS
TENANT IMPROVEMENT
AMERICAN LEGION
Fort Lauderdale, FL 33311

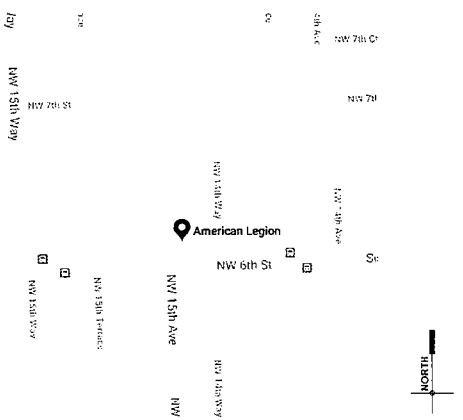
REVISIONS

PROJECT NO. 18021
SHEET
A-01
OF
EXISTING FLOOR PLAN

LIC. # 0014682



1 PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"



2 LOCATION MAP
SCALE: N.T.S

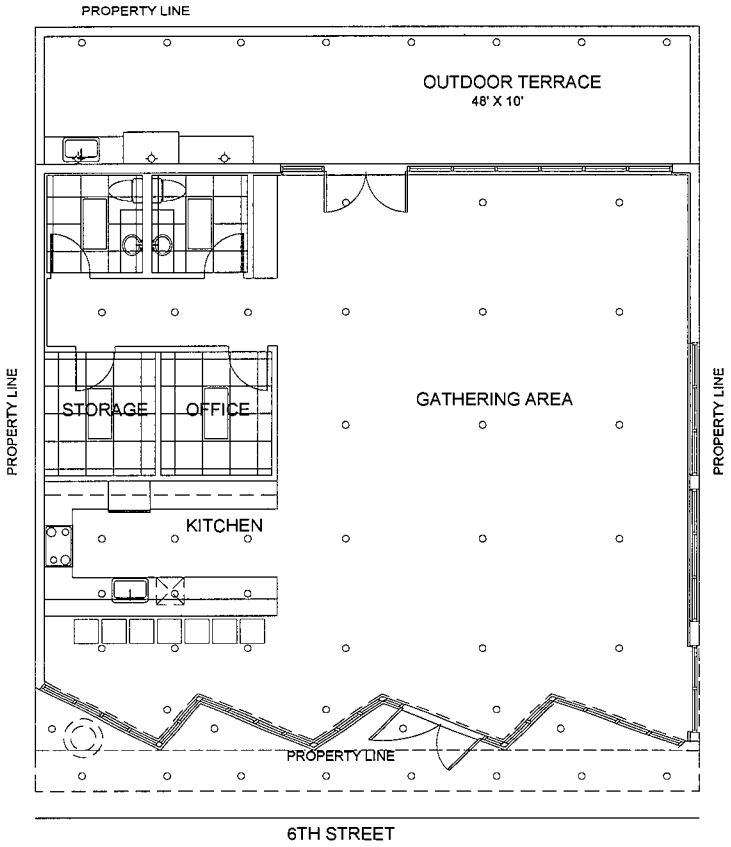
cfm ARCHITECTS
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A.R. No. 0014682
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DRAWN BY: D.F
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PROJECT NAME AND ADDRESS
TENANT IMPROVEMENT
AMERICAN LEGION
Fort Lauderdale, FL 33311

REVISIONS

PROJECT NO. 18021
SHEET
A-02
OF
PROPOSED FLOOR PLAN

LIC. # 0014682



1 PROPOSED REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"

cfm ARCHITECTS

CFM ARCHITECTS
A.R. No. 0014682
9950 SW 107th AVE. Suite # 200
Miami, FL, 33176
R.A.: CRISTINA FANJNO AIA
DATE: JAN 2019
DRAWN BY: D.F
PROJECT MANAGER: C.F

PROJECT NAME AND ADDRESS
TENANT IMPROVEMENT
AMERICAN LEGION
Fort Lauderdale, FL 33311

REVISIONS

PROJECT NO. 18021
SHEET
A-03
OF
PROPOSED REFLECTED CEILING PLAN

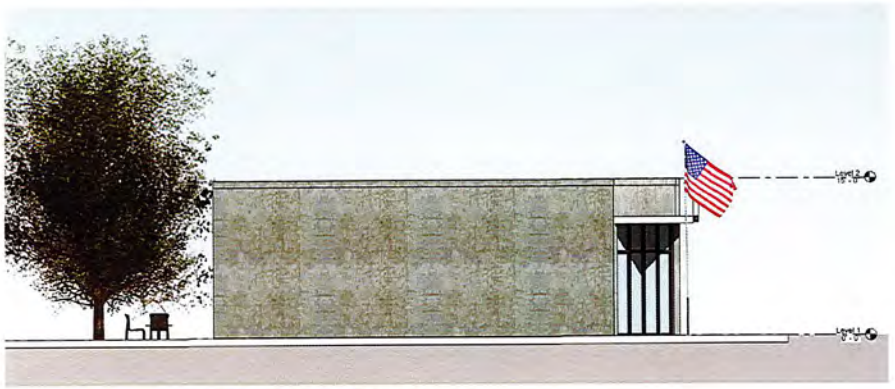
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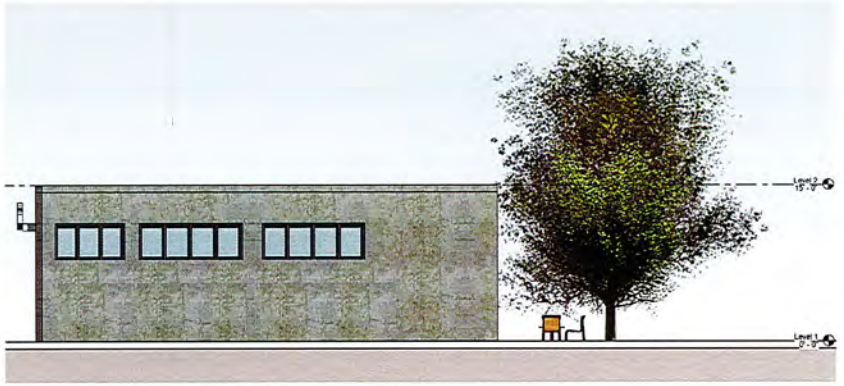
1 PROPOSED REAR ELEVATION
SCALE: 1/4" = 1'-0"



2 PROPOSED FRONT ELEVATION
SCALE: 1/4" = 1'-0"



3 PROPOSED SIDE ELEVATION
SCALE: 1/4" = 1'-0"



4 PROPOSED SIDE ELEVATION
SCALE: 1/4" = 1'-0"

cfm ARCHITECTS

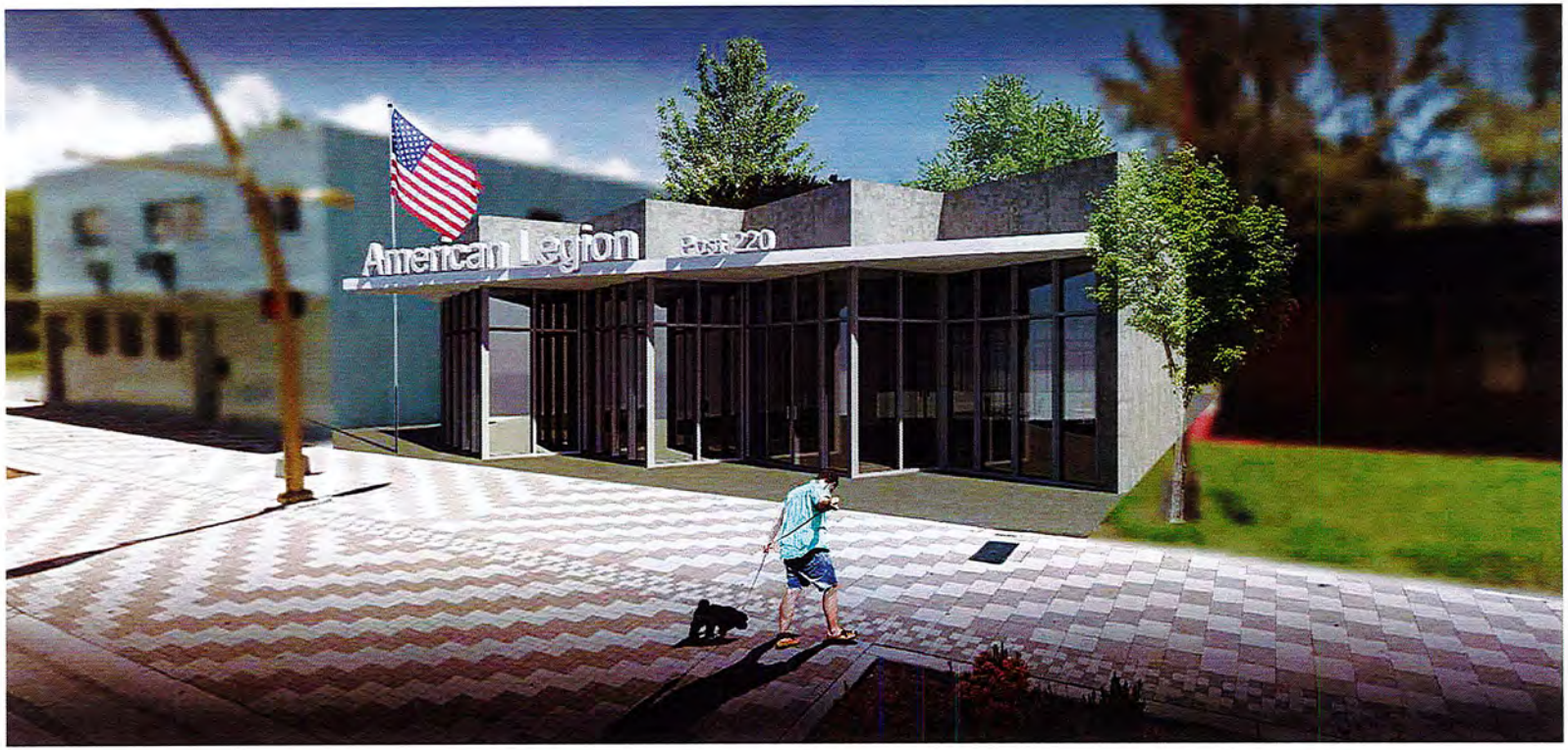
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PROJECT MANAGER: C.F

PROJECT NAME AND ADDRESS
TENANT IMPROVEMENT
AMERICAN LEGION
Fort Lauderdale, FL 33311

REVISIONS

PROJECT NO. 18021
SHEET
A-04
OF
ELEVATIONS

LIC. # 0014682



1 RENDERING
SCALE: N.T.S

cfm
ARCHITECTS

CFM ARCHITECTS
A.R. No. 0014682
9950 SW 107th AVE. Suite # 200
Miami, FL. 33176
R.A.: CRISTINA FANJUL AIA
DATE: JAN 2019
DRAWN BY: D.F
PROJECT MANAGER: C.F

PROJECT NAME AND ADDRESS
TENANT IMPROVEMENT
AMERICAN LEGION
Fort Lauderdale, FL 33311

REVISIONS

PROJECT NO. 18021
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OF
RENDERING

LIC. # 0014682

EXHIBIT 3

Bid #12694-923 American Legion Robert Bethel - Renovations (Rebid)
Lot: base Bid total

				Sagoma Construction Services Inc		COSUGAS LLC		Persons Services Corp	
Item #	Item	Qty	Unit	Price	Total	Price	Total	Price	Total
12694-923--01-01	Previous Bid Name Northwest Regional Development LLC- Rehabilitation								
12694-923--01-02	Demolition	1	each	$ 16,452.00	$ 16,452.00	$ 22,000.00	$ 22,000.00	$ 28,670.68	$ 28,670.68
12694-923--01-03	Sitework	1	each	$ 43,032.00	$ 43,032.00	$ 112,000.00	$ 112,000.00	$ 49,628.54	$ 49,628.54
12694-923--01-04	Concrete	1	each	$ 112,105.00	$ 112,105.00	$ 59,000.00	$ 59,000.00	$ 71,684.40	$ 71,684.40
12694-923--01-05	CMU Masonry	1	each	$ 20,000.00	$ 20,000.00	$ 26,600.00	$ 26,600.00	$ 206,381.70	$ 206,381.70
12694-923--01-06	Structural Steel	1	each	$ 12,852.00	$ 12,852.00	$ 11,000.00	$ 11,000.00	$ 39,619.12	$ 39,619.12
12694-923--01-07	Stucco	1	each	$ 27,687.00	$ 27,687.00	$ 42,000.00	$ 42,000.00	$ 51,639.90	$ 51,639.90
12694-923--01-08	Wood Trusses	1	each	$ 21,152.00	$ 21,152.00	$ 54,600.00	$ 54,600.00	$ 41,691.03	$ 41,691.03
12694-923--01-09	Flooring	1	each	$ 25,542.00	$ 25,542.00	$ 18,400.00	$ 18,400.00	$ 20,162.99	$ 20,162.99
12694-923--01-10	Storefront Window and doors	1	each	$ 66,492.00	$ 66,492.00	$ 80,000.00	$ 80,000.00	$ 133,487.14	$ 133,487.14
12694-923--01-11	Roof	1	each	$ 76,612.00	$ 76,612.00	$ 55,600.00	$ 55,600.00	$ 90,399.42	$ 90,399.42
12694-923--01-12	ACT ceiling	1	each	$ 11,942.00	$ 11,942.00	$ 13,000.00	$ 13,000.00	$ 8,925.12	$ 8,925.12
12694-923--01-13	Drywall	1	each	$ 27,142.00	$ 27,142.00	$ 37,200.00	$ 37,200.00	$ 72,320.37	$ 72,320.37
12694-923--01-14	Fire Extinguishers	1	each	$ 7,052.00	$ 7,052.00	$ 600.00	$ 600.00	$ 3,083.20	$ 3,083.20
12694-923--01-15	Toilet and Accessories	1	each	$ 8,752.00	$ 8,752.00	$ 7,000.00	$ 7,000.00	$ 1,156.20	$ 1,156.20
12694-923--01-16	Wall tile	1	each	$ -	$ -	$ -	$ -	$ 7,000.00	$ 7,000.00
12694-923--01-17	HVAC	1	each	$ 37,382.00	$ 37,382.00	$ 50,000.00	$ 50,000.00	$ 93,343.88	$ 93,343.88
12694-923--01-18	Plumbing	1	each	$ 49,652.00	$ 49,652.00	$ 59,000.00	$ 59,000.00	$ 61,637.79	$ 61,637.79
12694-923--01-19	Electrical	1	each	$ 56,152.00	$ 56,152.00	$ 71,000.00	$ 71,000.00	$ 87,800.29	$ 87,800.29
				Sub Total	$ 620,000.00		$ 719,000.00		$ 1,068,631.77
				Allowances	$ 20,000.00		$ 20,000.00		$ 20,000.00
				Total cost	**$ 640,000.00**		**$ 739,000.00**		**$ 1,088,631.77**

EXHIBIT 4

UPDATED PROJECT BUDGET AND EXPENSES

Construction Hard Cost		
Lowest Responsible Bid #12694-923	$	640,000.00
Additional Project Hard Project Cost		
(Millwork- Fixtues -Finishes-Paint)	$	100,000.00
SUB TOTAL	**$**	**740,000.00**
Construcition Soft Cost		
Archtecturl Phase I - DRC Submittal	$	33,230.00
Architectral Phaes II - Construcition Documents/Permitting	$	35,470.00
Architectural Phase III - Construction Administration	$	3,200.00
SUB TOTAL	**$**	**71,900.00**
TOTAL COST	**$**	**811,900.00**
Approved Funding - August 20, 2019		
Community Redevelopmnt Agency		
Façade Program Program	$	125,000.00
Property and Business Improvement Program Funding	$	225,000.00
American Legion Contribution	$	25,000.00
TOTAL	**$**	**375,000.00**
Additional Funding Requred	**$**	**436,900.00**
Proposed Sources		
Community Redevleopmetn Agency (95.4%)	$	416,900.00
American Legion (4.6%)	$	20,000.00
Expenditures to Date		
American Legion (Architectural)	$	26,773.00
Community Redevelopment Agency (Architectural)	$	41,927.00

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September 18, 2019

For: Robert Bethel American Legion Post 220
Attention: Mr. Curtis Hodge

Project: American Legion
1455 NW 6th Street
Fort Lauderdale, FL 33311

Dear Mr. Curtis Hodge:

CFM ARCHITECTS is pleased to present this proposal to provide Architectural / Engineering as per owner's request. This letter will serve as our proposal and upon acceptance will become our agreement.

This agreement will not be valid in part of or in its entirety after 90 days of the proposal date. If there are any parts of this agreement that deviates from the original Scope of Work or Scope of Services a new agreement will be executed for the portion of the work thereof.

SCOPE OF WORK

To complete architectural and engineering drawings for DRC submittal and Construction Documents for an approximately two thousand square feet building.

SCOPE OF SERVICES

PHASE I
DRC PRESENTATION/ SUBMITTAL

- ARCHITECTURE
- LANDSCAPING
- CIVIL
- MEETING WITH CITY OFFICIALS

PHASE II
CONSTRUCTION DOCUMENTS & PERMITTING

- DEMOLITION PLAN
- ARCHITECTURE
- MECHANICAL/ ELECTRICAL/ PLUMBING
- STRUCTURAL

9950 SW 107TH AVE. SUITE 200. MIAMI, FL. 33176
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AR 0014682

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TIME SCHEDULE

We clearly understand the importance of time in design and construction. Submittal deadlines shall be established between owner and CFM Architects in a **reasonable** manner.

Time not accountable for in the Construction Document for Permit processing for which Architect is not liable will be any time delays occur due to the following circumstances:

1. Owner/ Architect time taken for the Architectural Design Phase.
2. Time the Municipality takes to review the plans.
3. Time required for any information required by the architect from the owner.

REVISIONS

Client requested revisions, after signoff of Design Development (signoff of the design development will be understood at the time of second payment of this proposal) would be performed on a time and material basis. The hourly rate shall be $140.00 per hour.

Plan review comment revisions will be done at no cost to the owner. **CFM ARCHITECTS** will not be responsible for any review fees during review process.

TERMINATION

This agreement may be terminated by either part, for whatever reason, with five (5) days written notice. Owner will remain responsible for outstanding charges. Termination of this agreement does not release Owner from any duty to pay for work performed and he will be required to pay for all services rendered up till the termination date. Late payment penalty fees will apply. **CFM ARCHITECTS** is responsible to fulfill all work paid for up-to-date still to be completed per architect under the percentages stipulated under the Fee Proposal. However, no further work will be performed per the Architect for this project after the percentage of payment: work is fulfilled.

If the terms and conditions of this proposal are acceptable, please sign and return one original signed copy for our files two originals should be printed for your convenience. Please submit along with the original signed agreement the retainer check and we will start on your project immediately.

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Best Regards,

CFM ARCHITECTS, INC
Cristina Fandino, AIA
Registered Architect

cc File

Approved as to form and content this 19th day of September, 2019.

Robert Bethel American Legion Post 220
Attention: Mr. Curtis Hodge

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PHASE III
CONSTRUCTION ADMINISTRATION

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

- Drawings for any permits or requirements for any other Municipality having jurisdiction other than the Municipality for which project is being designed and executed; Broward County
- Any component that is not part of this contract and is not within the Scope of Work or Scope of Services.
- Owner will be responsible for the following:
    1. All reproducible (prints)
    2. Geotechnical Studies
    3. Percolation Test
    4. Survey
    5. Tree Surveys
    6. Traveling Expenses

CFM ARCHITECTS IS NOT RESPONSIBLE FOR THE FOLLOWING:

- Any delays caused by the owner due to information not furnished to the architect or the permit runner on a timely manner (ex. Lease Agreement required for the commencement of the permitting process)
- **CFM ARCHITECTS** is not responsible for the time a Municipality, or any other Government Agency that will have jurisdiction over the project will take to review the project. For example: HRS, DERM.
- **CFM ARCHITECTS and its consultants will execute reasonable care and skill in preparation and execution of the documents according to this Agreement and warrants that set designs will follow all applicable building and trade codes but does not guarantee perfects documents.**

PHASE I – DRC PRESENTATION/ SUBMITTAL

The fee required for the **Architectural/ Engineering** will be ($ 33,230.00) thirty-three thousand two hundred thirty dollars plus reimbursable, payable as follows:

• (20%) Retainer	$ 6,646.00
• (30%) First Meeting with Planning and Zoning	$ 9,969.00
• (30%) DRC Submittal – signed and sealed drawings	$ 9,969.00
• (10%) First DRC Review	$ 3,323.00
• (10%) DRC Packaged Approved	$ 3,323.00
Total	$ 33,230.00

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PHASE II – CONSTRUCTION DOCUMENTS & PERMITTNG

The fee required for the **Architectural/ Engineering** will be ($ 35,470.00) thirty-five thousand four hundred seventy dollars plus reimbursable, payable as follows:

• (40%) Commencement of Construction Documents	$ 14,188.00
• (40%) 100% Construction Documents – Signed and Sealed	$ 14,188.00
• (10%) First Submittal Review Comments	$ 3,547.00
• (10%) All disciplines under this contract have been approved	$ 3,547.00
Total	$ 35,470.00

PHASE III – CONSTRUCTION ADMINISTRATION

The fee required for the **Construction Administration** will be ($ 3,200.00) three thousand two hundred dollars plus reimbursable, payable as follows:

• (60%) Commencement of Construction	$ 1,920.00
• (40%) When the construction is finished **PM visits once a month for the time of construction*	$ 1,280.00
Total	$ 3,200.00

** Note: Invoices must be paid within 5 days from the date the invoice is received by Mr. Curtis Hodge. Invoice will be emailed to Mr. Curtis Hodge. The emailing date will serve as the invoiced received. Late penalty fees will be charged if invoices are not timely paid. Penalty fee is 5% of invoiced amount, and it will increase to 10% if invoice is not paid within 20 days from the Received or Emailed Date. Penalty fee will increase to 15% of invoiced amount if invoice is not paid within 30 days from Received or Emailed Date. Penalty fees must be included with the payment. If payment is not received after 30 calendar days, the Owner will be in breach of this agreement and no further work will be performed for this project. Reinstatement of the contract will be at the sole discretion of the architect.

REIMBURSABLE AND ADDITIONAL EXPENSE

Additional consultants or additional services by consultants, photocopies, any type of reproducible (printing) postage, express mail and other miscellaneous costs will be reimbursable with a 10% handling fee.

LIMITATION OF LIABILITY

CFM ARCHITECTS carries Liability Insurance. Available upon request.

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