

**REQUEST FOR PROPOSALS**  
**RFP HED.HBLP.2024.4**  
**HOUSING BOND LOAN PROGRAM (HBLP)**  
**WORKFORCE HOUSING MULTIFAMILY**  
**DEVELOPMENT**

**GALLERY AT SUNSET PARK**

**WORKFORCE HOUSING PARTNERSHIP WITH**  
**MT. CALVARY BAPTIST CHURCH OF WEST PALM BEACH**

**Submitted By:**

Gallery at Sunset Park, LLC  
2850 Tigertail Avenue, Ste. 800  
Miami, Florida 33133

Palm Beach County

Department of Housing and Economic Development  
100 Australian Avenue, Ste. 500  
West Palm Beach, FL 33406







## REGISTRATION FORM

# HOUSING BOND LOAN PROGRAM WORKFORCE HOUSING MULTIFAMILY DEVELOPMENT RFP HED.HBLP.2024.4

To receive the RFP package, complete this registration form with all requested information and email a signed copy to [HEDHBLP@pbcgov.org](mailto:HEDHBLP@pbcgov.org).

**NO PROPOSALS WILL BE ACCEPTED FROM RESPONDENTS WHO DID NOT REGISTER WITH HED BY COMPLETING AND SUBMITTING THIS REGISTRATION FORM.**

Organization: Gallery at Sunset Park, LLC

Contact Person: Tony Del Pozzo Title: Vice President

Address: 2850 Tigertail Avenue, Suite 800

City/State/Zip: Miami, FL 33133

Phone: (305) 460-9900 Email: tdelpozzo@relatedgroup.com

Submitted By:

Name: Nathan Lerner Title: Analyst

Signature:  Date: 3/27/2024



**Addendum No. 1 to RFP HEDHBLP.2024.4**

**Request for Proposals (RFP)  
Affordable Housing Multifamily Development**

Date Addendum No. 1 Issued:

March 27, 2024

RFP Contact:

Jeff Bolton  
Housing & Economic Development  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406  
Phone: 561-233-3612  
E-mail: HEDHBLP@pbcgov.org

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**PURPOSE OF THIS ADDENDUM:**

The purpose of this Addendum is to:

1. Revise the RFP to modify the proposal requirement in Section II(A)(1) to include the completed Application Cover Sheet as shown in Exhibit H of the RFP.
2. Revise the RFP to modify the proposal requirement in Section II(A)(10) to allow additional time for ensuring project is Shovel Ready upon final approval by the Palm beach County Board of County Commissioners.

**GENERAL INSTRUCTIONS:**

- This Addendum No. 1 constitutes an integral part of the RFP and shall be read in conjunction with the RFP.
- Where inconsistent with the original RFP, this Addendum shall govern.
- It is the responsibility of all respondents to the RFP to conform to this Addendum.
- Unless specifically changed herein, all other requirements, terms and conditions of the RFP remain unchanged and can only be modified if in writing.

- Respondents shall provide acknowledgment receipt to the RFP Contact of this Addendum on the form included with this Addendum as Exhibit A.

**REVISIONS TO THE RFP**

- A. Respondents are directed to Section II.A.10,**
- 1. Section 11.A.1 shall be modified to include the following additional language at the beginning of the section:**

Provide a completed copy of the Application Cover Sheet as attached in EXHIBIT H.

- 2. Section 11.A.10 shall be deleted in its entirety and replaced with the following:**
  10. Identify the approved development status and all required permitting and approvals, including verification of zoning, construction plans and percentage of completion, letters of utility availability, and a site plan approval status for the project site. Projects must be Shovel Ready prior to final BCC approval in order to be eligible for assistance through this RFP. *Submit as Attachment 10.*



**EXHIBIT A**

**to**

**Addendum No. 1**

**to**

**RFP HED.HBLP.2024.4**

**ADDENDUM ACKNOWLEDGEMENT FORM**

**to**

**Addendum No. 1**

**to**

**RFP HED.HBLP.2024.4**

**By signing this Form, Respondent acknowledges receipt of this Addendum No. 1 to RFP HED.HBLP.2024.4.**

**Respondents shall provide a copy of this Acknowledgement Form.**

**This Addendum consists of four (4) pages.**

**Respondent:** Gallery at Sunset Park, LLC

**By Name & Title:** Alberto Milo, Jr. - Vice President

**Signed:**



**Date:** 04/01/2024

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# EXECUTIVE SUMMARY

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**Leveraging:** Gallery at Sunset Park is requesting **\$17,000,000**, which is \$117,241 per County-Assisted Unit. **All units within the project are County-Assisted Workforce Units.**

**Qualifications and Experience:** Related Urban has developed **7,500+ affordable, workforce, and mixed-income housing units in the State of Florida, representing over \$2 Billion in public-private development.** Related Urban is the partner of choice for public agencies seeking to develop mixed-income housing in urban neighborhoods. Our parent company, Related Group, is based in Florida with a \$50 Billion record developing 100,000+ units for all income levels. Related Group is also one of Florida's largest mixed-use developers with 20,000+ mixed-use units across the State.

**Percentage of Workforce Housing Units:** Gallery at Sunset Park fulfills the purpose of this RFP, expanding the local inventory of Multifamily Rental Housing Units for Workforce Housing affordability. **All units are County-Assisted Workforce Housing Units.**

**Rental Affordability:** Gallery at Sunset Park offers significantly greater rental affordability than market rental rates in the area. **The project offers a 47.4% discount to market rents, on average.**

**Readiness to Proceed:** Gallery at Sunset Park has a realistic and achievable project schedule and time frame. **We have provided a letter from Jennifer Ferriol, Director of Housing & Community Development for the City of West Palm Beach, describing the City's new proposed workforce housing incentives. Under the proposed framework, our project would not require a land use change and can utilize an Administrative Review for Site Plan Approval. Our team can begin the approval process with the City, with formal adoption of the framework occurring this summer, in alignment with BCC final approval in August.** No apparent obstacles will jeopardize the project schedule. Construction will commence within twelve (12) months following BCC final approval.

**Quality of Proposed Project:** Gallery at Sunset Park is differentiated from competing applications in multiple ways. **The project is located next to Palm Beach County's "45th Street Complex," which is anticipated as the future home for 300,000 SF of County governmental facilities and employees.** County personnel will have access to 145 units of workforce housing next to their new office. Our housing can serve as a major attraction and retention tool for essential personnel at the County. **Furthermore, Gallery at Sunset Park reflects a unique "faith-based" partnership with Mt. Calvary Baptist Church, who is offering its land to facilitate workforce housing for the local community.** The Church, in lieu of a traditional "purchase price," will receive new mixed-use community facilities to support congregants, local children, families, and elderly households in the area. **The Historic Northwest, moreover, is one of the County's most diverse neighborhoods. African American and Hispanic families living in this community for generations are facing extreme housing insecurity, due to rapidly escalating living costs and anemic housing production.** Gallery at Sunset Park will assist in mitigating a housing crisis facing one of the County's most underserved communities.

**Financial Viability:** Gallery at Sunset Park is a viable development with demonstrated availability of development funding sources and reasonableness of uses. **Related Urban is investing \$1.5MM in Sponsor Equity to close the remaining financial gap.**

**Green Building and Sustainability:** Preliminary **NGBS Gold Certification** documentation is included.

**Extended Affordability:** In addition to the County's Period of Affordability (30 Years), we commit to **10 years of additional affordability across all units, for a total 40-Year affordability period.**

**Att. 1** Provide a completed copy of the Application Cover Sheet as attached in EXHIBIT H. Provide a detailed project description, including but not limited to: development category; development type; site plan; architectural renderings; building construction; housing unit features; project site amenities; numbers and types of buildings; total numbers of housing units by unit size, designated income tier, and proposed rents; numbers of County-Assisted Housing Units by unit size, location of proposed County-Assisted Housing Units within the project, designated income tier, and proposed rents; and targeted resident populations. The description shall include project location information including the development site(s) PCN(s), address (if any), Census Tract, and a detailed site location map. The description shall describe the site's proximity to transportation hubs, employment centers, commercial centers, medical facilities, and educational services. If applicable, include documentation evidencing the project's compliance with a sustainable building rating system or national green model code cited in RFP Section I.N. Submit as Attachment 1.

Please see below for a detailed description of Gallery at Sunset Park. A completed copy of the Application Cover Sheet is included as **Exhibit H**.

**Development Category:** Gallery at Sunset Park is a new construction, mixed-income, and mixed-use multi-family development. All units are dedicated Workforce Housing Units; 60% of the total units will serve families at 120% AMI; 40% of the units will serve households at 60% AMI.

**Premier Location Near Palm Beach County's "45th Street Complex:"** The project features a compelling location near the intersection of Australian Avenue and 36th Street in West Palm Beach's Historic Northwest, a predominantly African American and Hispanic community.

Gallery at Sunset Park's location will create Workforce Housing near one of Palm Beach County's most catalytic future economic development initiatives. **Per the Board of County Commission Agenda on March 12th (included on the following pages), the County is studying new master plans to build 300,000 SF of County facilities at its "45th Street Complex" along Australian Ave.**

**Gallery at Sunset Park is located 750 feet (0.15 mi.) from the "45th Street Complex."** With funding from the County's Workforce Bond, Gallery at Sunset Park will become a critical attraction and retention tool for essential County personnel, who will be able to live and work in this community.



**Other County facilities, including Palm Tran’s North County Facility, are located 0.2 mi. away, meaning County personnel already working in the area can access Workforce Housing within walking distance of their office.**

Residents will be situated within steps of West Palm Beach’s Sunset Park, a public waterfront green space. In under five minutes, residents can access Downtown West Palm Beach off Australian Avenue. Or, Palm Beach County’s Mangonia Tri-Rail Station is located one mile away off 45th Street.

**“Faith-Based” Housing Partnership with Mt. Calvary Baptist Church: Mt. Calvary Baptist Church, a minority-led congregation and local institution in the Historic Northwest, wishes to play a role in mitigating Palm Beach County’s housing crisis. Our “faith-based” partnership will enable the development of dedicated Workforce Housing on Mt. Calvary’s excess surface parking lot.**

Furthermore, in lieu of a traditional “purchase price,” Mt. Calvary is reinvesting back into the Historic Northwest community; Related Urban will replace dilapidated Church facilities with state-of-the-art multipurpose space that can function as a community hub for children, families, and seniors. Related Urban will also lightly rehabilitate the existing sanctuary. Remaining proceeds will fund other Church initiatives. A Letter of Support from Mt. Calvary is included on the following pages.



**Fulfilling The Community’s Goals In Alignment with “Northend RISE:”** West Palm Beach’s Historic Northend has suffered from decades of underinvestment in critical infrastructure and resources for a largely minority population of African American and Hispanic families. Today, long-time minority residents are facing extreme gentrification as West Palm Beach’s housing market has exploded.

One of the most active nonprofit neighborhood organizations in West Palm Beach and Palm Beach County, “Northend RISE” (“RISE”) is a coalition of local community, civic, health, business, and educational organizations and neighbors who are dedicated to breaking the cycle of intergenerational poverty through a focus on structural racism and lack of prioritization of public infrastructure dollars in historic West Palm Beach Northend neighborhoods. RISE stands for, “RESPECT plus INTEGRITY plus STRENGTH equals EQUITY.”

**Gallery at Sunset Park is directly fulfilling the community’s goal for new mixed-income housing.** As reflected within RISE’s 2023 Housing Report conducted in partnership with Florida Atlantic University (included on the following pages), 24% of the homeowner population and 30.6% of renters pay more than 50% of their income toward monthly rent. This survey data reflects the approximately 3,600 households within the RISE boundaries. **A major issue is the lack of housing production; between 2010 - 2023, housing inventory increased only by 299 units within RISE’s neighborhood boundary.**

**Community Partnership with 5000 Doors Development - A Minority-Owned, Local Small Business:** Julian Cover and Craig McKenzie of 5000 Doors Development, LLC, will serve as Community Partners. Based in Palm Beach County, 5000 Doors Development is a minority-owned, small business firm specializing in strategic partnerships with faith-based organizations. Both have significant real estate experience and extensive relationships in West Palm Beach and Palm Beach County. Julian and Craig will assist in spearheading robust community engagement efforts and gain valuable experience in the development of mixed-income housing in Palm Beach County.



**Site Plan:** Please find a Site Plan on the following pages.

**Architectural Renderings:** Attachment 4 includes imagery of Related Urban’s similar Gallery-branded “Class-A” mixed-income projects. Architectural renderings are currently in process.

**Building Construction:** Seven-story multifamily building with best-in-class amenities and surface parking; new multipurpose space for Mt. Calvary Baptist Church and surface parking.

**Housing Unit Features:** All housing units will feature the same best-in-class finishes, including open flow-through floor plans. Residents will enjoy contemporary finishes, including LTV flooring, spacious kitchens with granite countertops, stainless steel appliances including full-size range and oven, as well as in-unit, energy-efficient washer-dryers. Broadband infrastructure, termite prevention, and pest control will also be included.

A minimum of 5 percent of the total units will be accessible for individuals with mobility impairments. 2 percent of the total units will be accessible for persons with hearing or vision impairments. All of the accessible units will be equally distributed among different unit sizes.

All units will feature accessible features including primary entrance doors on an accessible route with a threshold of no more than a ½-inch rise; lever handles on all door handles on primary entrance door and interior doors; lever handles on all bathroom faucets and kitchen sink faucets; light switch and thermostat mid-point of no more than 48 inches above finished floor level; and lever or D-pull type that operate easily using a single closed fist on cabinet drawer handles and cabinet door handles in the bathroom and kitchen.



**EXHIBIT H**



**Workforce Housing Multifamily Development  
RFP HED.HBLP.2024.4**

**APPLICATION COVER SHEET**

**Name of Project:** Gallery at Sunset Park

**Project Developer/Applicant:** Gallery at Sunset Park Developer, LLC / Gallery at Sunset Park, LLC

**Project Type:** Mixed-Income & Mixed-Use Development: Workforce & Affordable Housing

**Project Location:** 1111 36th Street, West Palm Beach, FL 33407

**Total Project Cost:** \$56,406,473

**Amount Requested from RFP HED.HBLP.2024.4:** \$17,000,000

**Total Number of Units:** 145 Units (All Units are County-Assisted Workforce Units)

**Proposed Number of County-Assisted Units:** 145 County-Assisted Units (60% AMI - 120% AMI)

**Green Building and Sustainability:** Preliminary Certification for NGBS Gold

**Contact Person/Title:** Alberto Milo, Jr. - Vice President

**Contact Phone Number:** (305) 533-0024

**Contact E-Mail Address:** amilo@relatedgroup.com; CC jordan.davis@relatedgroup.com

**ALL REQUESTED INFORMATION MUST BE COMPLETED**









**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**5C4**

**Meeting Date: March 12, 2024**

Consent  
 Ordinance

Regular  
 Public Hearing

**Department: Facilities Development & Operations**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff requests Board direction:** Regarding the master planning of the 45<sup>th</sup> Street Complex and the implementation of the capital improvement project for the replacement of the Community Services Department (CSD) building.

**Summary:** The current CSD building is located at 810 Datura St., West Palm Beach. Built in 1955, the 3-story, approximately 30,000sq.ft. facility has reached the end of its useful life. As a result, its replacement was included as part of the Infrastructure Sales Tax (IST) project plan with funding appropriation in FY25 and FY26. The new CSD building is to be built on the County-owned 45<sup>th</sup> Street Complex (on the corner of Australian Avenue and 45<sup>th</sup> Street). The 45<sup>th</sup> Street Complex property is the site of the former County Home facility and was intentionally retained as a strategic holding to accommodate future programming. On August 31, 2021, while considering the possibility of entering into a Development and Conveyance Agreement (DCA) with the University of Florida (UF) for development of a Urban Campus on the County-owned real estate holdings commonly referred to as Government Hill and including the CSD building, the Board of County Commissioners (Board) directed staff to accelerate implementation of the CSD replacement building project (Project) and to master plan the entirety of the County-owned 45<sup>th</sup> Street Complex to provide for long-term development of approximately 300,000sq.ft of planned future office space displaced from Government Hill as a result of the DCA with UF. The direction provided by the Board was later reaffirmed on December 7, 2021, February 8, 2022 and August 23, 2022, via separate agenda items brought for consideration by the Board, all of them related to the DCA. On March 14, 2023, the Board approved a contract with Alfonso Hernandez Architects, LLC (AHA) for the provision of architectural/engineering professional services for the design and master planning of the Project. Per its conditions, the DCA automatically terminated on May 22, 2023 as UF did not issue the required Notice to Proceed in order for development to proceed. As of the termination date of the DCA, design and master planning efforts for the Project were underway. Staff and AHA have continued as per previously provided Board direction and completed programming, surveying efforts, and preliminary architectural products to inform development of a conceptual master plan. Attachment 3 to this agenda item graphically depicts current status of the conceptual master plan but for a +/-4-acre commitment of land area for the expansion of the Carver Canal at the southeast corner of the property to advance the IST funded Australian Avenue drainage improvement project in collaboration with the County's Engineering and Public Works department (EPW). On November 28, 2023, the Board held a workshop meeting which included a presentation on the County's approved 5-year CIP. During the workshop meeting, the Board directed staff to return with separate agenda items providing an overview of the completed designs being recommended for implementation. This agenda item seeks to fulfill Board direction. The Project is funded under the approved IST project plan with a total appropriation of \$26.26M. Encumbrances and expenses as of February 15, 2024 total \$2,367,953. **(FDO Admin) Districts 2 and 7 (MWJ)**

**Background & Policy Issues:** Staff requires direction if to proceed with the Project as previously authorized by the Board. If directed to continue to move forward, staff will authorize AHA to proceed to the next phase of design (i.e., design development drawings).

**Attachments:**

1. Location Map Government Hill / CSD Building
2. Location Map 45<sup>th</sup> Street Complex
3. Conceptual Master Plan (working document subject to change)

**Recommended By:**

*[Signature]*  
\_\_\_\_\_  
Department Director

*2/20/24*  
\_\_\_\_\_  
Date

**Approved By:**

*[Signature]*  
\_\_\_\_\_  
County Administrator

*3/5/24*  
\_\_\_\_\_  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**


Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	<u>\$5M</u>	<u>\$18.66M</u>	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>N/A</u>	<u>\$5M</u>	<u>\$18.66M</u>	<u>N/A</u>	<u>N/A</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Is Item Included in Current Budget:		Yes	<u>X</u>	No	
Is this item using Federal Funds?		Yes	_____	No	<u>X</u>
Is this item using State Funds?		Yes	_____	No	<u>X</u>

Budget Account No: Fund 3950 Dept. 411 Unit Q018 Object Varies

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

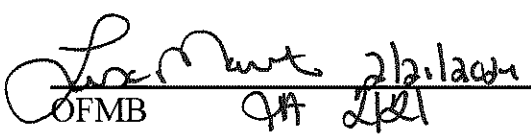
This project is included in the IST Project Plan with a total allocation of \$26.26M upon the final scheduled allocation in FY2026. The fiscal impact of this item is contingent upon Board direction.


**C. Departmental Fiscal Review:**




**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development & Control Comments:**

  
OFMB  
2/21/24  
MD 2/21

  
Contract Development and Control  
2/23/24

**B. Legal Sufficiency:**

  
3-4-24  
for Assistant County Attorney Mike Jones

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

**This summary is not to be used as a basis for payment.**

ATTACHMENT 1  
Location Map  
Government Hill / CSD Building

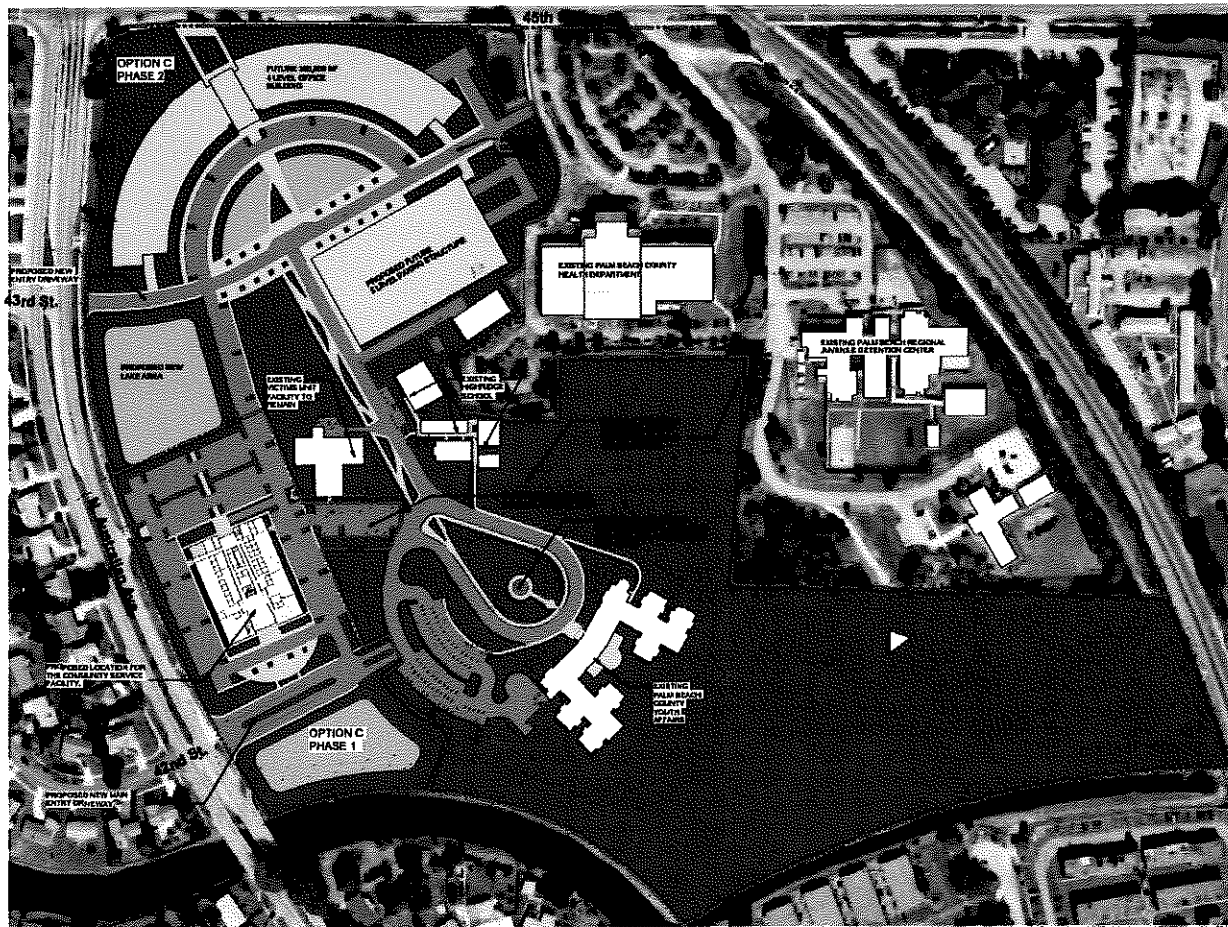





ATTACHMENT 2  
Location Map  
45<sup>th</sup> Street Complex



**ATTACHMENT 3**  
**Conceptual Master Plan**  
 (subject to change)



① MASTER PLAN - OPTION C  
 T-4872

  
 PALM BEACH COUNTY  
 COMMUNITY DEVELOPMENT & OPERATIONS DEPARTMENT  
 CAPITAL IMPROVEMENTS DIVISION  
 2033 VISTA PARKWAY  
 WEST PALM BEACH, FL 33411  
 WWW.PALMBEACHFL.COM

**Conceptual Master Plan**  
 11/29/23

Master Studies for  
 Community Service 45th Street Complex  
 West Palm Beach, FL 33411  
 Facilities Development & Operations Department  
 Capital Improvements Division  
 2033 Vista Parkway  
 West Palm Beach, FL 33411

Project No.	2023-0011
Revision	000000
Author	ADG
Checker	ADG
Designer	ADG

**MASTER PLAN**  
**OPT.C**

**A1.4**





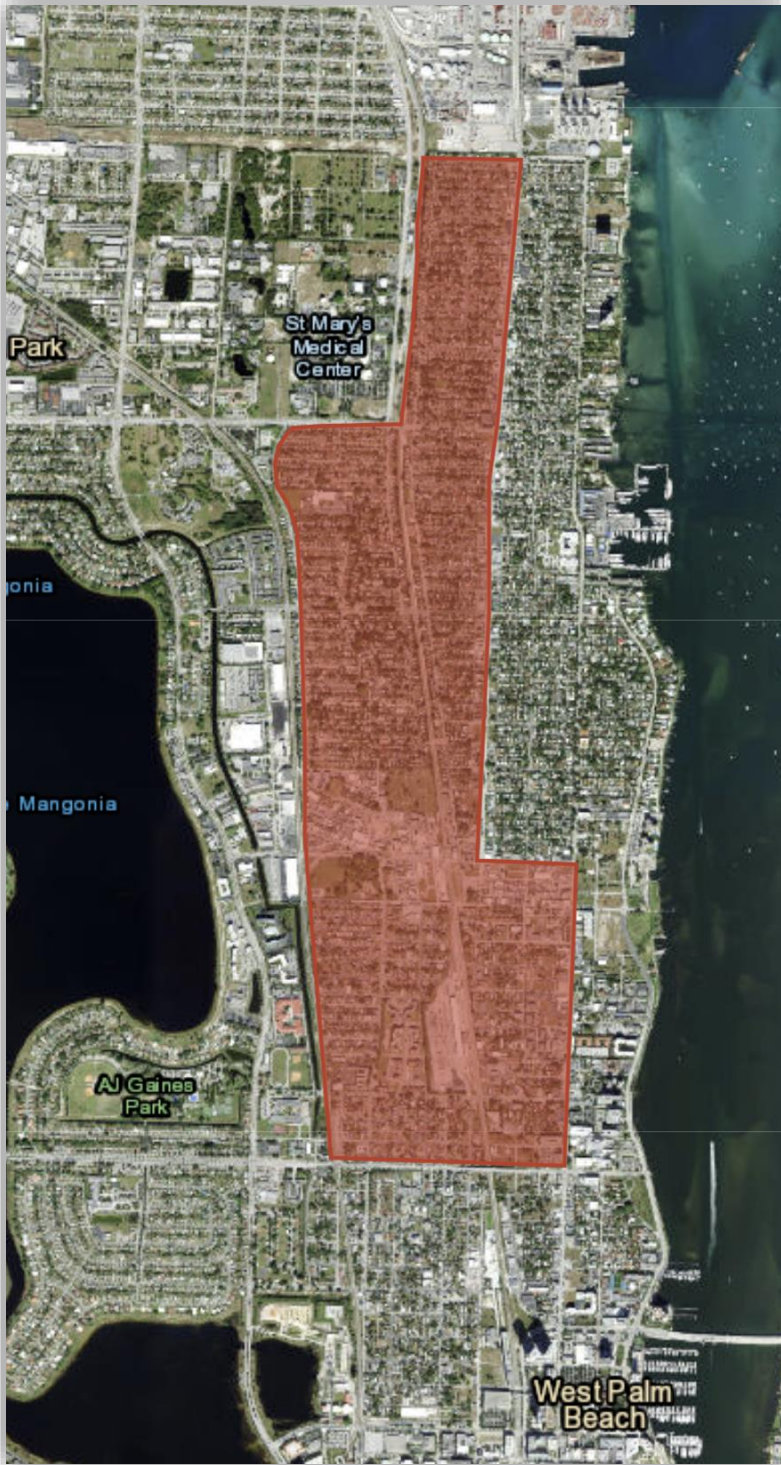
# RISE

## Housing Market Analysis

Spring 2023



Pleasant City  
Coleman Park  
Northwood



Amanda Foor, MURP Candidate  
Florida Atlantic University  
2023

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# 1. INTRODUCTION

## Overview

The non-profit organization, Northend RISE (RISE) is a coalition of local community, civic, health, business, and educational organizations and neighbors who are dedicated to breaking the cycle of intergenerational poverty through a focus on structural racism and lack of prioritization of public infrastructure dollars in the historic West Palm Beach north-end neighborhoods of Pleasant City, Coleman Park, and Northwood. RISE stands for, “RESPECT plus INTEGRITY plus STRENGTH equals EQUITY.” The work of RISE rests upon pillars of housing, employment, education, and health and wellness for the community they serve. The RISE Community Area (RCA) is bound by Palm Beach Lakes Boulevard to the south and runs north to the border of West Palm Beach and Riviera Beach at 59<sup>th</sup> Street. RISE’s western border is the Seaboard Coast Rail Line until 45<sup>th</sup> Street and the Florida East Coast Rail Line from 45<sup>th</sup> to 59<sup>th</sup> Street. The eastern border is US-1 (Broadway from 59<sup>th</sup> to 25<sup>th</sup> Street and N. Dixie Highway from 25<sup>th</sup> Street to Palm Beach Lakes Boulevard (**Figure 1.1**).

The *RISE Spring 2023 Housing Market Analysis* (RHMA) provides a current snapshot of the housing supply and demand in the RCA and provides analysis to identify any potential gaps in the current housing market. The report’s intent is to provide a scope of work that will aid RISE in assigning priority to housing needs, provide guidance for the development of policy, programs and strategies. This document may be utilized by RISE for future opportunities for grants that call for community based approved planning.

Amanda Foor is a West Palm Beach native. She received a bachelor’s degree in art in 2019 from the University of North Carolina at Asheville, and is a current student enrolled in Florida Atlantic University’s Masters of Regional and Urban Planning program. Her undergraduate studies required research to formulate the conceptual framework behind her paintings. Relevant research and writings relied heavily on essays about the impact of the Moynihan Report (such as “Blaming the Poor” by Susan D. Greenbaum), visual studies in some of the developing and less served neighborhoods in West Palm Beach, and information and photography from the Historical Society of Palm Beach. Ms.

Foor’s educational interest in social equity and placemaking fueled her desire to further her education through Florida Atlantic University’s Master of Urban and Regional Planning Degree in 2021. In early 2021, she was connected to the RISE organization through her research studies. RISE’s dedication to its community members inspired her and created a desire within her to continue to serve her community. Ms. Foor currently serves as Fort Lauderdale Commission Assistant, District 1-Herbst.

It is with great honor Ms. Foor submits this report to RISE with the hopes that this document be utilized by RISE for any purpose they see fit to continue their excellent work within the north-end community of West Palm Beach, Florida.



Figure 1.1- RISE Community Area (RCA) Map

## 2. EXECUTIVE SUMMARY

The *RISE Spring 2023 Housing Market Analysis* is intended to provide RISE, local officials, business leaders, non-profit organizations, philanthropists and other community shareholders with critical findings and issues identified within the research for both housing supply and demand in the RCA. This document provides evidence that has the potential to bring clarity to affordable housing needs and issues of the area in order to shape future policy. This executive summary provides key findings of the housing supply and demand.

### *Housing Supply Key Findings:*

- There are 4,082 housing units in the RCA. 60% are single-family units with a median structure age of 63 years old. 339 units are set aside as retirement or assisted living facilities.
- Vacancies in the RCA decreased from 26% in 2010 to 11% in 2020. Owner occupied units decreased while renter occupied units increased by 18.4% since 2010. It is estimated that of the 261 vacant rental properties, 11.7% are seasonal or short-term.
- 25% of properties in the RCA are owned by LLCs or INCs, and 72 evictions were reported in the last 4 months in the area.
- 751 homes in the RCA predate 1939, and a walking survey of the SF7-C4 historic zoning area indicated that 21.3% of homes are currently in a dilapidated or ruinous state.
- Housing costs and rents continue to rise in the RCA. Average mortgage payments for the average asking home price of \$422,338.87 are anticipated to be roughly \$2,555 with current interest rates and standard 30-year fixed mortgages. Current rents paid are estimated by ACS to be approximately \$1,152, but an MLS search of current available rentals shows current asking rents are \$3,025 per month on average.
- Foreclosures are low, with only 1 vacant lot listed in the area for the past six months.
- 400 plus multifamily and 70 single-family homes are expected to be developed in the RCA in the near future.

### *Housing Demand Key Findings:*

- The current population of the RCA is approximately 11,610 people, or 3,636 households. The RCA has a diversity index of 79.5. 55% of the population is African American, 14.5% is Caucasian, and 13.5% of the population lists another race. 32.4% of the population, regardless of race, is of Hispanic origin.
- The RCA has an unemployment rate of 12.4% and low educational attainment rates. The median household income is \$35,757 and the average household income is \$53,804.
- 24% of the RCA homeowner population pays more than 50% of their income towards mortgages and 30.6% of renters pay more than 50% of their income towards their monthly rental payment.
- Single female women and female single heads of households are most likely to live in poverty in the RCA. 27.7% of the total population lived in poverty in the past 12 months.

### *Housing Analysis Key Findings:*

- According to the U.S. Department of Housing and Urban Development (HUD), in order to maintain a mortgage payment that is under 30% of a household's income, the average household shouldn't pay more than \$1,152 a month.



- The average current asking price of homes in the RCA is \$422,338.87. A 30 year fixed mortgage, including current interest rates, principal and interest, property tax and homeowner's insurance is estimated to be a monthly payment of \$2,555, more than double the affordable monthly payment of the average household in the RCA.
- ESRI estimated RCA rents to be \$1,152 per month. However, an MLS search showed that current rents of available listed units average \$3,025.38 per month. This indicates should a person need to vacate a current lease in the RCA, they would have a very difficult time finding a place to rent.
- Over 25% of the RCA housing stock is owned by an LLC or an INC.
- 72 Evictions have been filed in the RCA in the past 4 months.
- There is a growing need for senior living housing
- There is a growing need for more living-wage providing jobs in closer proximity to RCA.



4-1-24

To whom it may concern,

I am writing to express my enthusiastic support for the partnership between Mount Calvary Church and 5000 Doors/Related Group in addressing our community's urgent need for affordable and workforce housing.

Mount Calvary Church's decision to utilize its land for this purpose showcases its unwavering commitment to our community's well-being. This visionary act deserves praise and recognition.

The collaboration between Mount Calvary Church and 5000 Doors/Related Group sets a remarkable example for addressing the housing crisis. By working together, they can create a meaningful impact on countless lives.

I am particularly impressed by the church's plan to reinvest financial benefits into serving the community, enhancing its ability to provide critical services.

Moreover, this partnership will allow the church to replace its outdated facilities with a modern multipurpose space, benefiting various community needs.

I urge you to wholeheartedly support this partnership, as it has the potential to positively impact our community.

Thank you for considering my support.

Sincerely,



Craig Glover, MBA  
President  
A Better Way Home Care  
626 7th Street  
West Palm Beach, FL 33401  
561-202-1266  
[https://youtu.be/z\\_h8GnrnuDQ](https://youtu.be/z_h8GnrnuDQ)  
<http://abetterwayhc.net/>  
[Craig@abetterwayhc.net](mailto:Craig@abetterwayhc.net)



# Mt. Calvary Workforce Housing

1111 36th Street  
West Palm Beach, Florida



4955 SW 75TH Avenue  
Miami, Florida 33155  
T. 786.879.8882  
F. 786.350.1515



## Zoning & Project Data

Mt. Calvary Workforce Housing			
Description		Required	Proposed
<b>Lot</b>			
		District	
		CS	
Folio Number			
74-43-43-05-01-026-0010			
<b>Lot Area Summary</b>			
Gross Lot Area:	196,455 sf		
	4.51 Acres		
<b>Density</b>			
Density	4.51 Acres	32.27 Du/AC	145.54 Units
Multifamily	4.51 Acres	32.27 Du/AC	145.54 Units
			145 Units
<b>Building Height</b>			
Building Height:			7 Stories
<b>Building Setbacks</b>			
Front Setback (South)	36th Street	25'-0"	25'-0"
Side Setback (East)		25'-0"	50'-0"
Side Setback (West)		15'-0"	
Rear Setback (North)		15'-0"	15'-0"

## Building Data

Building Area			
Total Sq Ft. does not include Balcony Sq Ft.			
Levels	Leasable Area	Non-Leasable	Total Bldg Gross SF
Level 1	15,501 sf	3,089 sf	18,590 sf
Level 2	15,501 sf	3,089 sf	18,590 sf
Level 3	15,501 sf	3,089 sf	18,590 sf
Level 4	15,501 sf	3,089 sf	18,590 sf
Level 5	15,501 sf	3,089 sf	18,590 sf
Level 6	15,501 sf	5,065 sf	20,566 sf
Level 7	15,501 sf	5,065 sf	20,566 sf
Mechanical	0 sf	20,566 sf	20,566 sf
<b>Total</b>	<b>108,507 sf</b>	<b>46,141 sf</b>	<b>154,648 sf</b>

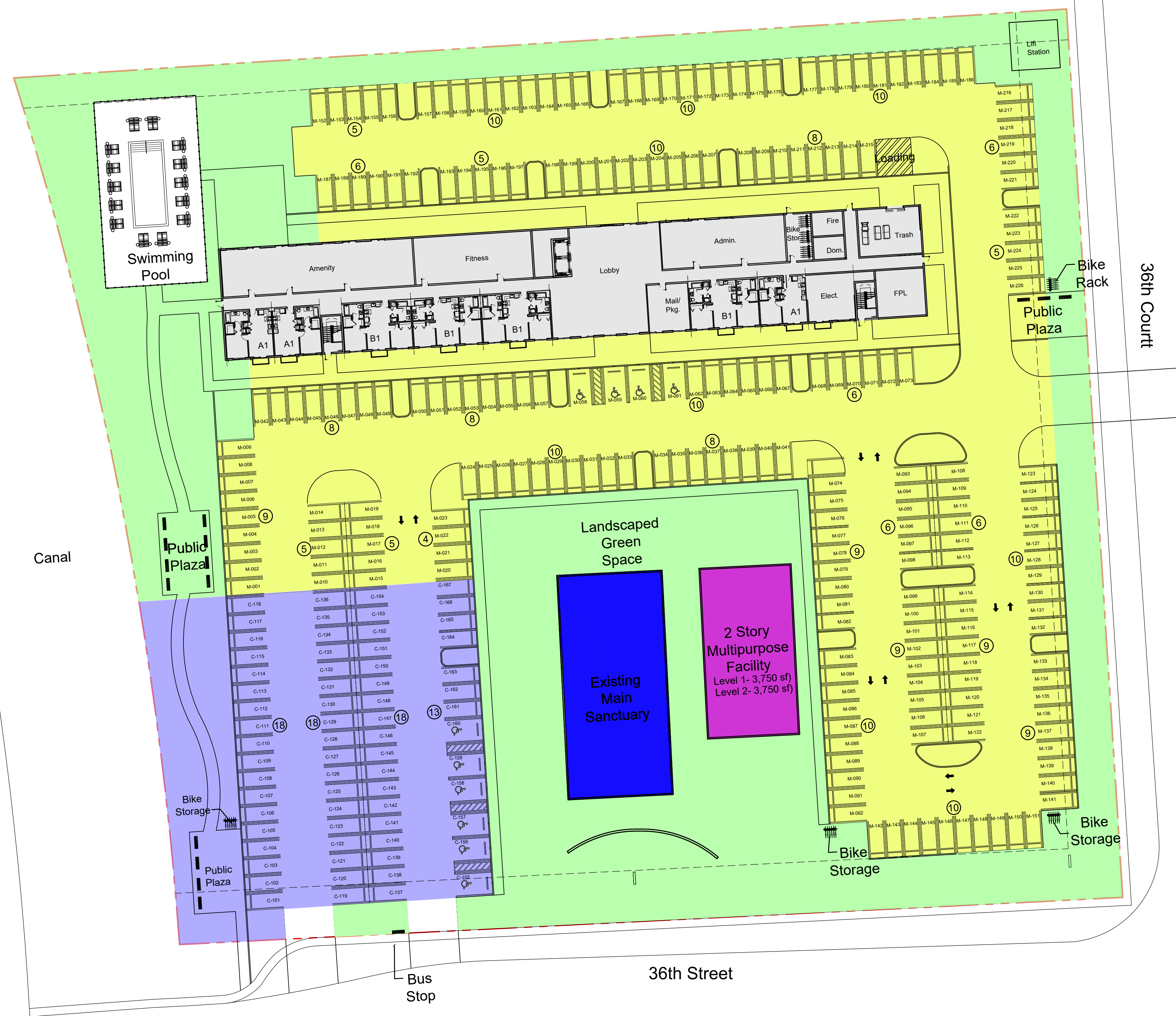
## Unit Data

Unit Area				
	Unit A (1 BD)	Unit B (2 BD)		Total Units
	582 sf	817 sf		
Level 1	3 Units	4 Units		7 Units
Level 2	14 Units	9 Units		23 Units
Level 3	14 Units	9 Units		23 Units
Level 4	14 Units	9 Units		23 Units
Level 5	14 Units	9 Units		23 Units
Level 6	14 Units	9 Units		23 Units
Level 7	14 Units	9 Units		23 Units
<b>Total</b>	<b>87 Units</b>	<b>58 Units</b>	<b>Units</b>	<b>145 Units</b>
			<b>Total Units</b>	<b>145 Units</b>

## Parking Data

Parking Requirement					
	Units			Required	Provided
Unit A (1 BD)	87 Units	60.00%	1.50 SP/DU	131 spaces	
Unit B (2 BD)	58 Units	40.00%	1.50 SP/DU	87 spaces	
<b>Total Units</b>	<b>145 Units</b>	<b>100.00%</b>	<b>Sub-Total</b>	<b>218 spaces</b>	
Visitors			<b>1 sp/10 units</b>	15 spaces	
			<b>Total MultiFamily Parking Required</b>	<b>232 spaces</b>	
<b>Multifamily Parking Provided</b>					
	<b>Standard</b>	<b>HC</b>	<b>Parallel</b>		
<b>Surface</b>	222	4			226 spaces
				<b>232 spaces</b>	<b>226 spaces</b>
<b>Church / Community Center Parking Requirement</b>					
	<b>Standard</b>	<b>HC</b>	<b>Parallel</b>	Required	Provided
<b>Parking Provided</b>					
	<b>Standard</b>	<b>HC</b>	<b>Parallel</b>		
Existing Church: Sanctuary & New Multipurpose Facility	61	6			67 spaces
					<b>67 spaces</b>

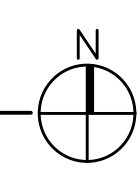




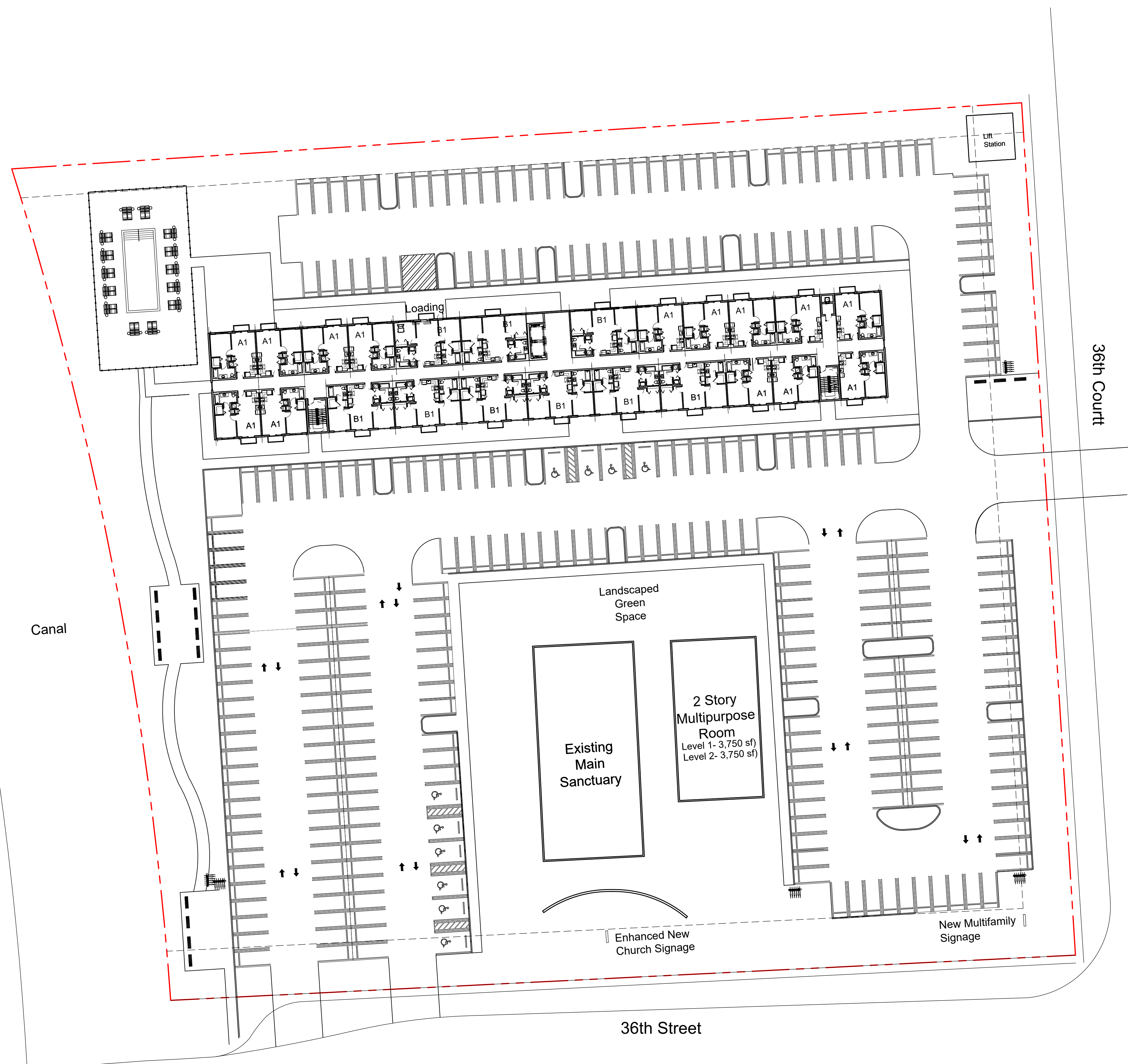
### Legend

- Workforce Multifamily Housing
- Multifamily Parking (230 spaces)
- Landscaped Green Space
- Existing Church Sanctuary
- New Church Multipurpose Facilities
- Church Parking (67 Spaces)

**Site Plan**  
SCALE: 1"=30'-0"

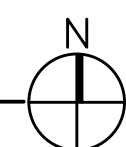






**Level 2-7 Plan**

SCALE: 1"=30'-0"



4955 SW 75th Avenue  
 Miami, Florida 33155  
 T. 786.879.8882  
 F. 786.350.1515

[www.modisarchitects.com](http://www.modisarchitects.com)

**Mt. Calvary Workforce Housing**

1111 36th Street  
 West Palm Beach, Florida

**CONCEPTUAL DESIGN**

**Scheme 7**

**Level 2-7 Plan**

#22185  
 03/29/2024  
 SCALE: 1"=50'

**Project Site Amenities:** The building’s ground-floor will be activated with an expansive Private Clubroom featuring a Business Center with conference facilities and private individual workspaces; a State-of-the-Art Fitness Center offering high-tech strength and cardio equipment; bike storage; and Museum-Quality Interior / Exterior Art Installations, curated through the Related Arts Program.

Mt. Calvary’s new multipurpose building will feature 7,500 SF of community space accessible by residents and the broader neighborhood. The project will also feature a resort-style swimming pool overlooking the nearby canal, as well as landscaped green space and public plazas.

Accessible project site features will include areas made accessible to mobility-impaired residents and their visitors, including those in wheelchairs, including accessible routes and entrances, paths of travel, primary function areas, parking, trash bins, mail and package receiving areas for residents, pool and other amenities, including paths of travel to amenities and washers / dryers.

**Numbers and Types of Buildings:** The development features a seven-story residential building and a two-story multipurpose facility for Mt. Calvary.

**Total Numbers of Housing Units by Unit Size:**

87 Units	One Bedroom / One Bathroom	60% of Total Units
58 Units	Two Bedroom / Two Bathroom	35% of Total Units

**Location of Proposed County-Assisted Housing Units Within the Project:** County-Assisted Housing Units and all other income levels will be proportionately distributed across each floor.

**Designated Income Tier:** All units are County-Assisted Workforce Housing Units.

58 Units	60% AMI	County-Assisted Units (35 1-BR and 23 2-BR Units)
87 Units	120% AMI	County-Assisted Units (52 1-BR and 35 2-BR Units)

**Rental Affordability:** Gallery at Sunset Park offers significantly greater rental affordability than market rental rates in the area. As demonstrated within the below chart, **Gallery at Sunset Park offers a 47.4% discount to market rents, on average.**

**Gallery at Sunset Park**  
*Average Overall Discount to Market: 47.4%*

	1 BR		2 BR	
<b>Unit Type:</b>	WKFC	WKFC	WKFC	WKFC
<b>Unit Count:</b>	35	52	23	35
<b>AMI % Set-Aside:</b>	60%	120%	60%	120%

<b>County-Assisted Rent Limit:</b>	\$ 1,096	\$ 2,193	\$ 1,315	\$ 1,096
<b>Pro Forma Rent:</b>	\$ 1,021	\$ 2,193	\$ 1,205	\$ 1,096
<b>Market Rent:</b>	\$ 2,675	\$ 2,675	\$ 3,250	\$ 3,250

<b>Discount to Market Rent:</b>	61.8%	18.0%	62.9%	66.3%
---------------------------------	-------	-------	-------	-------



**Proposed Rents:** Please see attached operating pro forma in Attachment 7 to this response.

**Targeted Resident Populations:**

Our targeted resident populations for the County-Assisted Units include “missing-middle” families of essential workforce personnel who are struggling to afford housing in the urban core.

**Below is a range of “missing-middle” occupations that would be targeted for Workforce Housing:**

• Law Enforcement Officer	• Correction Officer	• Probation Officer
• Juvenile Detention Officer	• Firefighter	• Paramedic
• Emergency Medical Technician	• 911 Public Safety Communicator	• K-12 Educators
• Classroom Teachers	• Career Specialists	• Librarian / Media Specialists
• School Counselor	• Social Worker	• School Psychologist
• Childcare Operator / Instructor	• Registered Nurse	• Licensed Practical Nurse
• Nursing Assistant	• Home Health Aide	• Health Care Practitioners
• Physician	• Physician Assistant	• Psychiatrist
• Pharmacist	• Pharmacy Technician	• Dentist
• Dental Hygienist	• Dental Assistant	• Occupational Therapist
• Dietician / Nutritionist	• Clinical Laboratory Personnel	• Laboratory Director
• Laboratory Testing Technician	• Radiology Assistant	• Optometrist
• Physical Therapist	• Psychologist	• School Psychologist
• Clinical Social Worker	• Marriage & Family Therapist	• Mental Health Counselor
• Veterinarian	• Assistant Public Defender	• Assistant State Attorney
• Assisted Living Facility Administrator	• Active Military Personnel	• Veterans

We will target low-income families and young professionals, respectively, for the affordable housing units and market rate units within Gallery at Sunset Park.

## DELIVERING ARTS-ANCHORED DEVELOPMENTS SERVING EVERY INCOME LEVEL

Related seeks to educate and inspire the community by incorporating museum-quality art and noteworthy cultural experiences throughout every project that enhance the lives of all residents. In addition to the curated selection of art within many projects, Related's art strategy extends far beyond a building's walls. Related is a firm believer in the merging of art and architecture and supports this belief through a strong commission-based arts program. Commissions range from exterior murals and sculptures to monumental lobby installations. Artists and projects are selected based on a curatorial vision that seeks to unify the artistic selections with the architectural inspiration of each space and positively impact the neighborhood's cultural ecosystem.

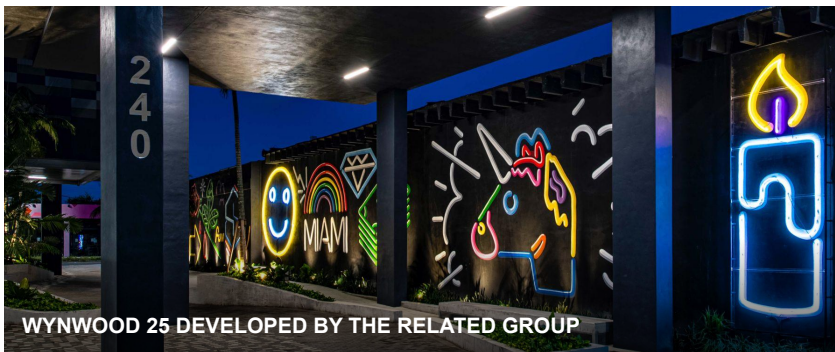
Related not only provides residents with the opportunity to be surrounded by artwork but is also committed to enhancing neighborhoods and cities with art for the enjoyment of the entire community. Related incorporates these artistic principles not only in its highest-end properties, but also across its mixed-income communities. Installing large-scale pieces for public viewing has become a company hallmark, including monumental sculptures by some of the most widely recognized living artists, including Fernando Botero, Jaume Plensa, Pablo Atchugarry and Julio Le Parc.



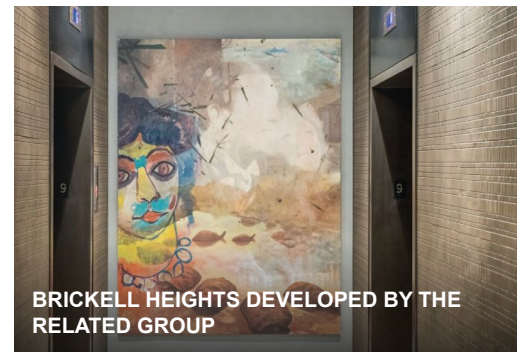
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BRICKELL HEIGHTS DEVELOPED BY THE RELATED GROUP



WYNWOOD 25 DEVELOPED BY THE RELATED GROUP



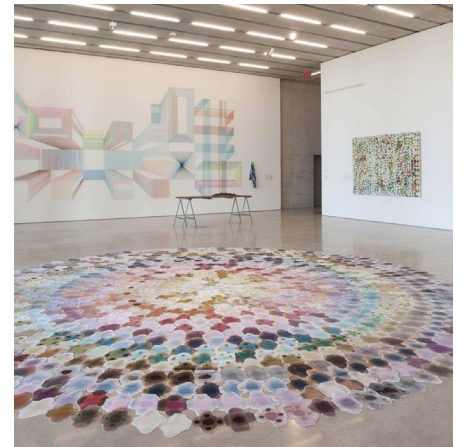
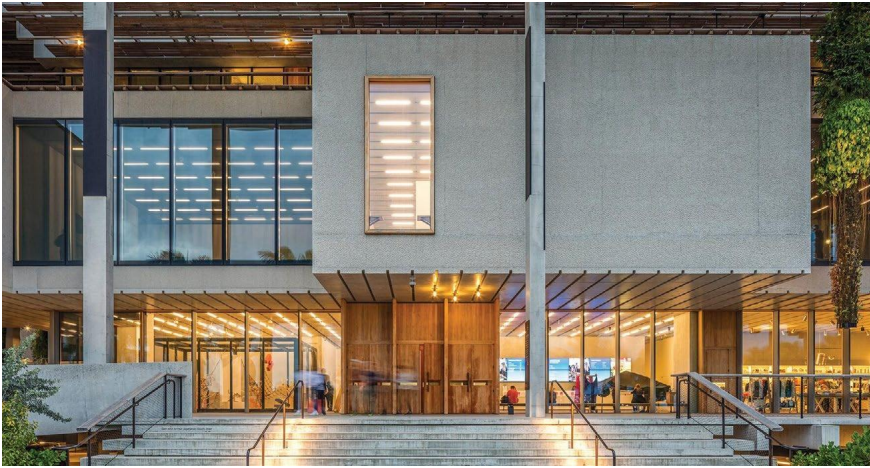
BRICKELL HEIGHTS DEVELOPED BY THE RELATED GROUP



# RELATED'S COMMITMENT TO THE ARTS

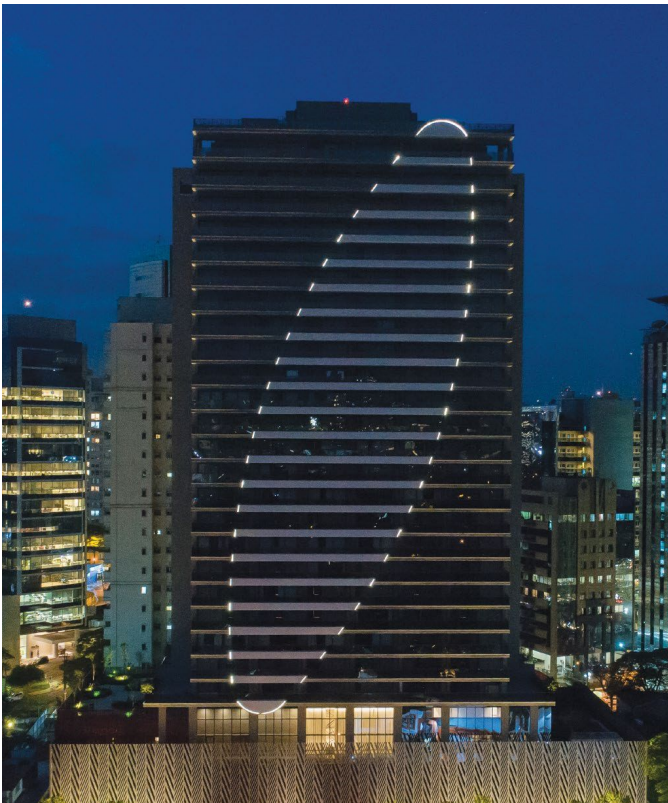


## PEREZ ART MUSEUM & EL ESPACIO 23 - TRANSLATING ART INTO EVERY PROJECT



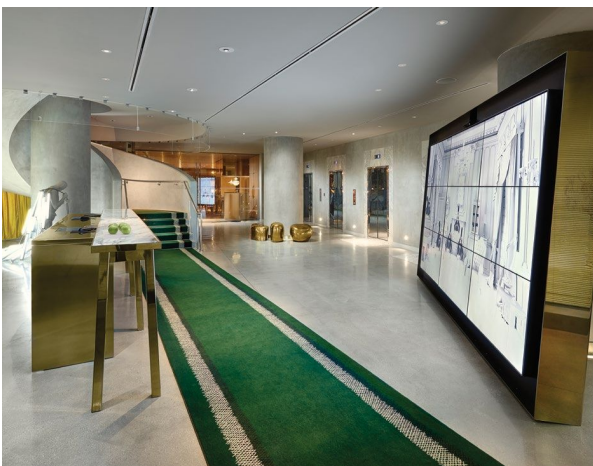
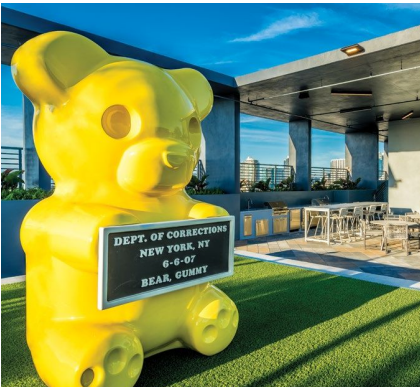
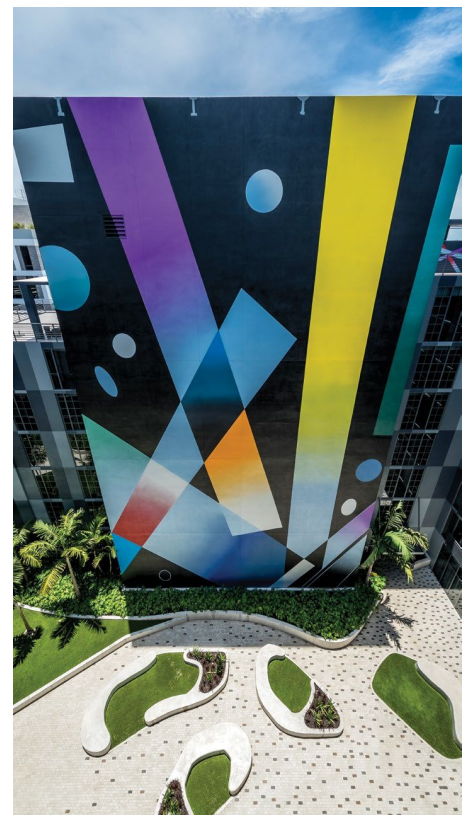


# PUBLIC ART INSTALLATIONS IN EVERY RELATED PROJECT





# MUSEUM-QUALITY INTERIOR ART IN EVERY RELATED PROJECT





Please see below for project location information.

**Development Site(s) PCN(s):** 74-43-43-05-01-026-0010

**Address:** 1111 36th Street, West Palm Beach, FL, 33407

**Census Tract:** 18.01

**Detailed Site Location Map:**



## **Site's Proximity to the Following:**

**Transportation Hubs:** Gallery at Sunset Park is approximately 1 mile from the Mangonia Park TriRail Station. The project is approximately 800 feet (0.15 mi) from six Public Bus Stations (Stop ID # 3097, 3074, 1424, 1419, 3054 and 3019). One station is at the site's entrance. Palm Tran's North County Facility is roughly 850 feet (0.16 mi) from the property.

**Employment Centers:** The Downtown West Palm Beach CBD, Palm Beach County's largest employment center, is 2 miles from the site. Australian Avenue runs directly into Downtown West Palm Beach in under five minutes. Palm Beach County's "45th Street Complex" is located 750 feet from the site.

St. Mary's Medical Center and Safe Harbor Rybovich West Palm Beach are situated within 0.6 miles and 1.5 miles of the project site, respectively. Other anchors include Port of Palm Beach (1.25 miles), FPL's \$1.3 Billion Riviera Beach Next Generation Clean Energy Center (1.25 miles), JFK North Hospital (1.5 miles), and Good Samaritan Medical Center (1.63 miles). Palm Tran's North County Facility is also less than 0.2 mi. away.

**Commercial Centers:** The site is located near commercial and retail centers. Downtown West Palm Beach, arguably Palm Beach County's largest commercial center, is 2 miles from the site. The project is located roughly 1.75 miles from Tanger Outlets Palm Beach, featuring major commercial retailers such as Adidas, Nike, and Ross Dress for Less. Target, Whole Foods Market, Home Depot, and Best Buy are located within the commercial center as well.

Along 45th Street is the 45th Street Plaza (0.6 miles) in addition to Presidente Supermarket, Walmart Supercenter, and Sam's Club. Northwood Village (1 mile from site) also contains a substantial number of local restaurants, coffee shops, and other small businesses.

**Medical Facilities:** Numerous medical facilities are located nearby, including St. Mary's Medical Center (0.6 miles), JFK North Hospital (1.5 miles), and Good Samaritan Medical Center (1.63 miles).

**Educational Services:** Nearby educational anchors include Northmore Elementary (0.18 miles), Bak Middle School of the Arts (0.85 miles), Northboro Elementary (0.85 miles), John F. Roosevelt Middle School (1.07 miles), and Pleasant City Elementary (1.17 miles).

The project site is located within Palm Beach County SAC #103, including Northmore Elementary, John F. Kennedy Middle School, and Palm Beach Lakes Community High School.

**Documentation Evidencing Project Compliance with a Sustainable Building Rating System or National Green Model Code Cited in RFP Sec. I.M (Submit as Attachment 1): Gallery at Sunset Park will achieve NGBS Gold Certification.** Documentation is included on the following pages evidencing project compliance with NGBS Gold, a sustainable building rating system or national green model code cited in the RFP.



City of West Palm Beach Building Department

Date: March 28, 2024

Re: Gallery at Sunset Park  
Location: 1111 36th Street, West Palm Beach, FL 33407

This letter, regarding the project mentioned above, is intended to demonstrate compliance with the City of West Palm Beach and the Palm Beach County, sustainability requirements for NGBS ICC-700 2020 Standards, Gold level sustainability certification requirements.

After reviewing the preliminary drawings and holding discussions with the owner, designers and contractors it is my opinion that the project is eligible for the National Green Building Standards (NGBS) and is in good standing to achieve a Gold level certification under the program.

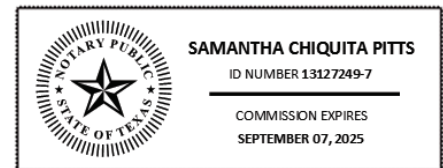
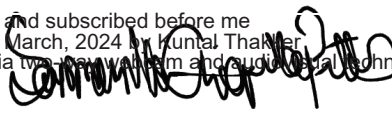
ICC-700 National Green Building Standard (NGBS) is a rating system developed by the National Association of Home Builders (NAHB) in partnership with the International Code Council (ICC).

The NGBS certification program is administrated by Home Innovation, and this green building program is thorough, and it is intended to be used by designers, builders and developers to improve the efficiency of buildings while reducing environmental impacts associated with real estate development projects, while promoting healthier indoor and outdoor environments.

The "Gallery at Sunset Park" project has been registered with the Home Innovation Research Laboratory to use the NGBS 2020 program and the team has a strategy in place to achieve the Gold level certification.

Please feel free to contact us directly with any questions, comments, or concerns. We will be working with the project team, to ensure NGBS Gold certification

Best regards, State of Texas, County of Tarrant Sworn to and subscribed before me Samantha Chiquita Pitts on the 28th day of March, 2024. Kuntal Thakker  
This notarial act is an on-line notarization via two-way video and audio visual technology.



Kuntal Thakker  
Project Manager

LEED AP B+C / FGBC Verifier / NGBS Verifier  
Energy Cost Solutions Group, LLC  
646.327.7337

Addendum "A" below includes project registration information and details.

Addendum "B" below includes overall NGBS Scorecard Matrix & Summary



### Shop Drawing/Submittal Review

- NO EXCEPTION TAKEN
- REVISE AS NOTED
- REVISE AND RESUBMIT

SUBMITTAL WAS REVIEWED FOR DESIGN CONFORMITY AND GENERAL CONFORMANCE TO CONTRACT DOCUMENTS ONLY. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING AND CORRELATING DIMENSIONS AT JOBSITE FOR TOLERANCE, CLEARANCE, QUANTITIES, FABRICATION PROCESSES, AND TECHNIQUES OF CONSTRUCTION, COORDINATION OF WORK WITH OTHER TRADES AND FULL COMPLIANCE WITH CONTRACT DOCUMENTS.

Reviewed by: [Kuntal Thakker]

Date: 03-28-2024



## Home Innovation Research Laboratory - NGBS 2020 MF Registration

Dear: Jason Biondi,

Congratulations!

You have successfully registered the project below for certification to the ICC 700 National Green Building Standard.

-----  
Your Project ID:

**PRJKJxBvXk**

Be sure to keep this Project ID in a safe place as you will need it throughout the certification process.

Builders can find more information about the NGBS Green certification process at: [www.HomeInnovation.com/BRG](http://www.HomeInnovation.com/BRG)

**PLEASE NOTE:** You cannot notify Home Innovation Research Labs of a rough inspection for this project until the Project Information Form (referenced below) is submitted. Once the form is submitted, please allow one business day for the project information to get into our system before attempting to schedule a rough inspection.

-----

<b>Verifier Name:</b>	Jason Biondi
<b>Verifier Organization:</b>	Energy Cost Solutions Group, LLC
<b>Standard Selected:</b>	2020 NGBS
<b>Scoring Path Selected:</b>	2020 MF New Construction
<b>Anticipated Certification Level:</b>	Gold
<b>Project Name:</b>	Gallery at Sunset Park
<b>Project Unit Count:</b>	145
<b>Project Building Count:</b>	1
<b>Project Address/Lot:</b>	1111 36th Street
<b>Project City:</b>	West Palm Beach
<b>Project State:</b>	Florida
<b>Project Zip code:</b>	33407
<b>Project County:</b>	Palm Beach
<b>Accessory Structure:</b>	Yes
<b>Accessory Description:</b>	2-Story Multi-purpose Facility
<b>Contact First Name:</b>	Jordan
<b>Contact Last Name:</b>	Davis
<b>Contact Email:</b>	<a href="mailto:jordan.davis@relatedgroup.com">jordan.davis@relatedgroup.com</a>
<b>Responsible Application Packet:</b>	Developer
<b>Party Named On Certificate:</b>	Owner
<b>Community Name On Certificate:</b>	Yes

-----

## National Green Building Standard Scoring Analysis



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### Summary of Results of the Design Phase

Project Name: Gallery at Sunset Park

Location: 1111 36th Street, West Palm Beach, Florida 33407

✓ No Mandatory items missing on the "Overview (Design)" page

	Points Required				Points Claimed
	Bronze	Silver	Gold	Emerald	
Chapter 5: Lot Design, Preparation, and Development	50	64	93	121	155
Chapter 6: Resource Efficiency	43	59	89	119	95
Chapter 7: Energy Efficiency	30	45	60	70	76
Chapter 8: Water Efficiency	25	39	67	92	82
Chapter 9: Indoor Environmental Quality	25	42	69	97	75
Chapter 10: Operation, Maintenance, and Building Owner Education	8	10	11	12	11
Additional Points required	50	75	100	100	
Additional points required due to SF over 4000 (601.1)	0	0	0	0	
<b>Total points required</b>	<b>231</b>	<b>334</b>	<b>489</b>	<b>611</b>	<b>494</b>

Mandatory Practices	No Errors
✓	✓
✓	✓
✓	✓
✓	✓
✓	✓
✓	✓

Additional Points Claimed	313	235	105	(17)
---------------------------	-----	-----	-----	------

Overall Level Achieved for Design	<b>Gold</b>
-----------------------------------	-------------

### Gallery at Sunset Park demonstrates compliance with ICC-700 NGBS 2020 Gold certification through the combination of various energy and water savings measures as follow:

1. IECC 2018 Savings of 20% or better by specifying Mechanical Efficiency: 15 SEER or better and Envelope Efficiency - Glazing Specification: 0.50 SHGC or better for each dwelling unit.
2. Water Efficient Plumbing Fixtures Selection and ENERGY-STAR Appliances for ALL Dwelling Unit(s).
3. Innovating Irrigation Technology in combination of Drip Irrigation and/or Micro-irrigation for specified native/adaptive landscape and turf areas.
4. Low-VOC Paint, Coatings, Adhesives, Sealants, Insulation & Flooring Selection for ALL interior area(s) of each dwelling unit and common area.
5. Erosion & Sediment Control compliance measures and Indoor Air Quality Management as per NGBS ICC-700 Guidelines and requirements.
6. Building Material Selection with high Recycled & Regional Content & Eco-Friendly Flooring & Ceiling materials for ALL Dwelling Unit(s).
7. Electrical Vehicle Charging Stations for selected parking spaces for residents and visitors of the property.
8. Implementation of Integrated Pest Management Policy & other Sustainable Building Operations & Maintenance measures.
9. Enforcement of sustainable transportation practices, such as providing bike racks, pedestrian accessibility, and public transportation accessibility.
10. Enhancement of site development by preserving natural resources, minimizing site disturbance, and promoting sustainable land use practices.

# Att. 2

**Identify the contact information for all of the project team members. Information should include the name, business affiliation, address, phone number and contact person for each team member. The proposal must identify at a minimum the Respondent, Developer, construction contractor, A&E consultant(s), and attorney. Submit as Attachment 2.**

---

<b>Name:</b>	<b>Gallery at Sunset Park, LLC</b>
Business Affiliation:	Respondent
Address:	2850 Tigertail Ave. Suite 800, Miami, FL 33133
Phone Number:	(305) 460-9900
Contact Person:	Alberto Milo, Jr., Vice President

---

<b>Name:</b>	<b>Gallery at Sunset Park Developer, LLC</b>
Business Affiliation:	Developer
Address:	2850 Tigertail Ave. Suite 800, Miami, FL 33133
Phone Number:	(305) 460-9900
Contact Person:	Alberto Milo, Jr., Vice President

---

<b>Name:</b>	<b>Related Urban Construction LLC</b>
Business Affiliation:	Construction Contractor
Address:	2850 Tigertail Ave. Suite 800, Miami, FL 33133
Phone Number:	(305) 460-9900
Contact Person:	George Lage, Vice President of Construction

---

<b>Name:</b>	<b>Modis Architects</b>
Business Affiliation:	Architect
Address:	4955 SW 75th Ave., Miami, FL 33155
Phone Number:	(786) 879-8882
Contact Person:	Ivo Fernandez, Jr. - Principal

---

<b>Name:</b>	<b>Gunster</b>
Business Affiliation:	Attorney
Address:	777 S. Flagler Drive, Ste 500 E, West Palm Beach, FL 33401
Phone Number:	(800) 749-1980
Contact Person:	Brian Seymour (Shareholder), John Roach (Planner)

---



# Att. 3

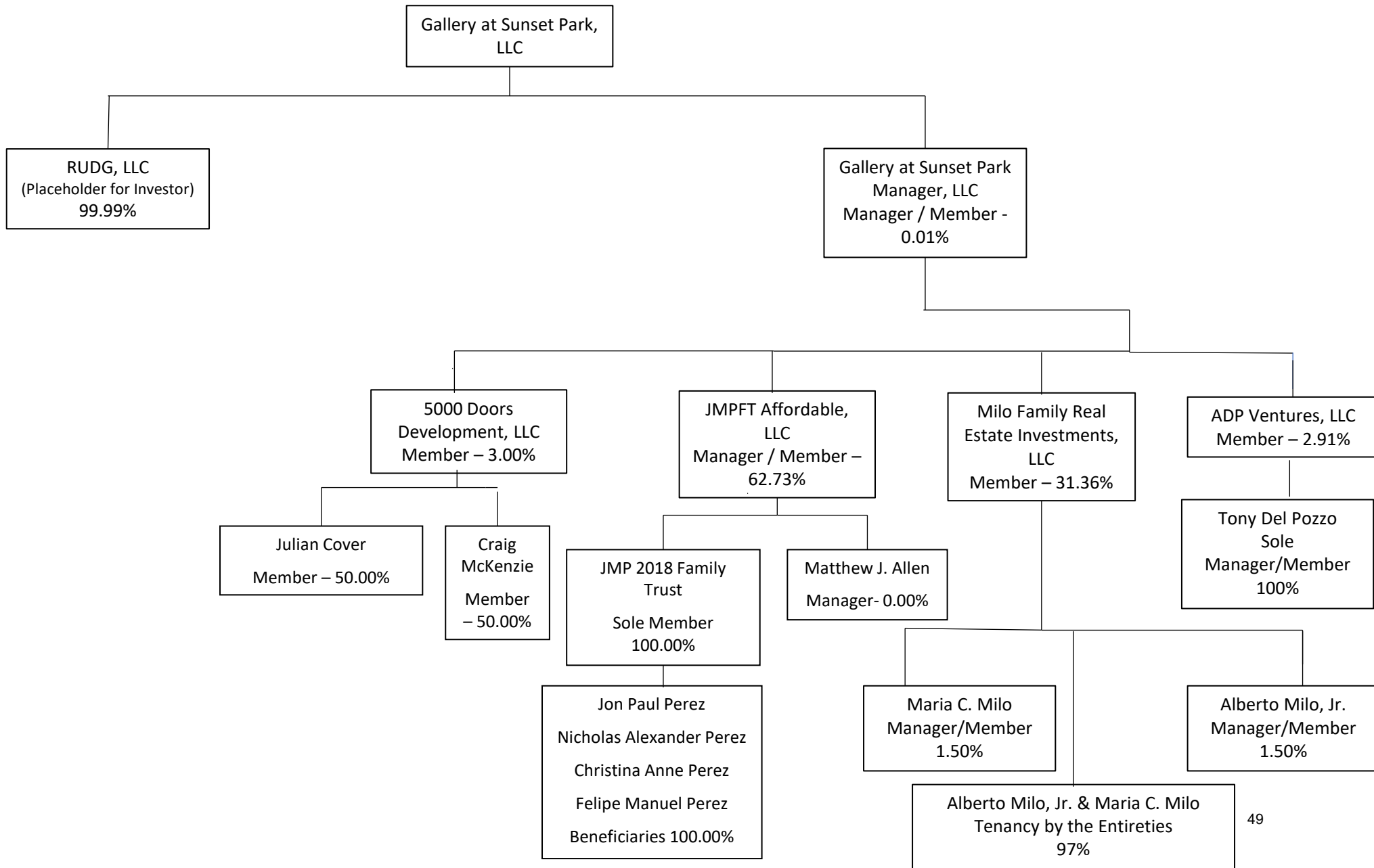
**Provide an organizational chart that details the ownership structure of the project, including the membership of the Respondent and Developer. Submit as Attachment 3.**

---

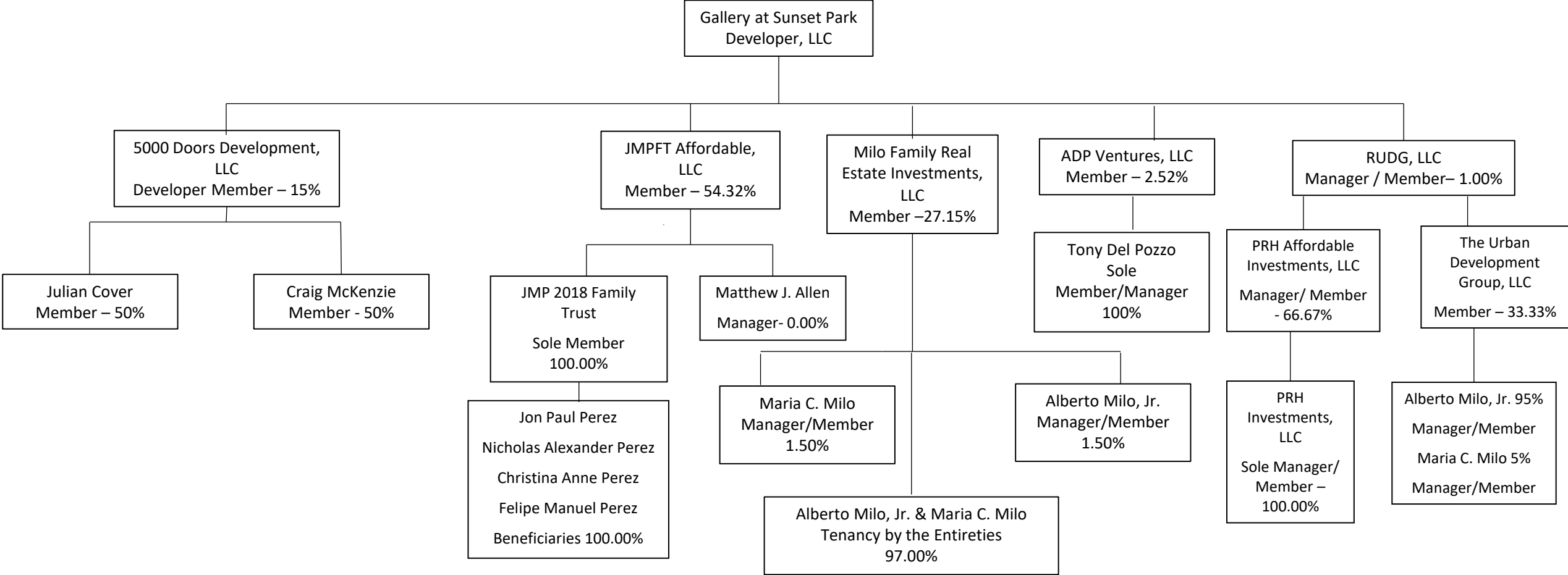
An organizational chart that details the ownership structure of the project, including the membership of the Respondent and Developer, is provided on the following pages.



# Gallery at Sunset Park Organizational Chart



# Gallery at Sunset Park Developer Organizational Chart





**Att. 4** *Describe the experience of the Respondent in undertaking similar activities, including details of the last three (3) projects of similar scope and magnitude to the project proposed by the Respondent. The proposal shall include documentation of any audit findings, punitive sanctions, or adverse designations to which the Developer or its ownership entities have been subject within the past three (3) years. If the project was funded in whole or in part by the Federal Government, State Government or local government, a letter from the appropriate government agency must be provided to confirm the project was completed satisfactory or if the project is still in process, that the work to date has been completed satisfactory to the governmental agency. In addition, the proposal shall include individual résumés that identify each of the proposed team members' experience in similar roles. Principal owners involved in housing projects must document compliance with housing agreements issued by the Federal Government, State of Florida, as well as counties and municipalities within the State. Submit as Attachment 4.*

---

**Projects of Similar Scope:** A description of Related Urban's experience in undertaking similar activities, including details of the last three (3) projects of similar scope and magnitude to the project proposed by our team, is included on the following pages. The highlighted projects include Gallery on the River, Gallery at River Parc, and Gallery at West Brickell, all delivered in Florida.

**Audit Findings:** To our knowledge, there are no audit findings, punitive sanctions, or adverse designations to which Gallery at Sunset Park Developer, LLC or its ownership entities have been subject within the past three (3) years.

**Appropriate Agency Confirmation / Principal Compliance:** Gallery on the River, Gallery at River Parc, and Gallery at West Brickell are 4% tax-exempt bond projects developed in partnership with Miami-Dade County. Each project received tax-exempt bond financing through Miami-Dade County Housing Finance Authority and Surtax Funds through Miami-Dade County Public Housing & Community Development.

Included on the following pages are letters from **Cheree Gulley, Esq., Director of the Miami-Dade County Housing Finance Authority** and **Alex Ballina, Director of Miami-Dade County Public Housing & Community Development**, as well as written email correspondence with **Marisa Button, Managing Director of Strategic Initiatives at Florida Housing Finance Corporation**, affirming the following:

- 1) Gallery on the River and Gallery at River Parc were completed in a manner satisfactory to the Housing Finance Authority, Miami-Dade County Public Housing & Community Development, and Florida Housing Finance Corporation; and,
- 2) Gallery at West Brickell, which is currently under construction, is proceeding satisfactory to each of the above stakeholders.

With respect to Principal Compliance, these letters demonstrate the Principal owners involved in the projects have documented compliance with housing agreements issued by the Federal Government, State of Florida, as well as counties and municipalities within the State.

**Resumes:** Individual résumés that identify each of the proposed team members' experience in similar roles on the following pages are included on the following pages.

## GALLERY ON THE RIVER

MIXED-INCOME PUBLIC-PRIVATE PARTNERSHIP



Gallery on the River is a 160-unit “Class-A” mixed-income development built in partnership with Miami-Dade County PHCD just 0.25 mi. from Downtown Miami. Situated within the Lummus Park Historic District, the location is highly walkable. Gallery on the River is steps away from the Miami River and premier dining and entertainment venues, including The Wharf, Kiki on the River, Garcia’s, Seaspice, and CRUST.

**The majority of units within Gallery on the River, roughly 70% of all units, serve workforce families at 80% AMI and 140% AMI. The remaining 30% of units serve low-income families earning 50% AMI.**

Each apartment home features floor-to-ceiling windows and oversized balconies providing breathtaking views of the city skyline. Units include contemporary finishes, beautiful design and generous walk-in closets. Kitchens boast granite countertops and full size, energy efficient, stainless steel appliances, including in-unit washer-dryers.

Anchored by a lushly landscaped pool terrace with an outdoor bar and grill, the community’s indoor and outdoor spaces are curated with a collection of museum-quality art. The project includes a private clubroom with a catering kitchen or lounge-inspired sports room with pool table and flat screen TV. The state-of-the-art fitness center offers high-tech strength and cardio equipment, as well as free weights. Finally, a business center is equipped with conference facilities and private individual workspaces.

**GALLERY ON THE RIVER**  
**MIXED-INCOME PUBLIC-PRIVATE PARTNERSHIP**



**PROPERTY DETAILS**

Project Location	Miami, Florida
Project Budget	\$50.0MM in Total Development Cost
Project Completion Date	September 2022
Total Project Square Footage	97,142 Residential SF
Number of Units	160 Units (50% AMI, 80% AMI, 140% AMI)
Project Owner	Related Urban Development Group

**REFERENCE INFORMATION**

Reference's Name	Alex Ballina
Reference's Title	Director, Public Housing & Community Development
Phone Number	(786) 469-4100
Email Address	Alex.Ballina@miamidade.gov



**GALLERY ON THE RIVER**  
**MIXED-INCOME PUBLIC-PRIVATE PARTNERSHIP**





## GALLERY AT RIVER PARC

MIXED-INCOME PUBLIC-PRIVATE PARTNERSHIP



Situated along the Miami River and within steps of LoanDepot Park (home of the Miami Marlins) in Little Havana, Gallery at River Parc features 150 units of “Class-A” mixed-income housing. This innovative project represents the first phase of mixed-income development within River Parc, a 22-acre public-private redevelopment of the County’s Senior Public Housing Campus into a revitalized mixed-income and multigenerational master plan serving nearly all income levels and demographics in Miami-Dade County.

**Roughly 80% of all units within Gallery at River Parc serve workforce families at 80% AMI and 140% AMI. The remaining 20% of units primarily serve existing public housing seniors seeking to live within a multigenerational environment alongside young professionals and families.**

At the center of the Gallery at River Parc experience is art, with spectacular, professionally curated museum-quality art displayed throughout common areas and public spaces, spotlighting works from local and emerging artists. The development offers studio, one- and two-bedroom apartment options, all with impeccable finishes and modern designs. Best-in-class amenities include a resident lounge with clubroom, connecting to a swimming pool and expansive sun deck with lounging chaises, umbrellas and open green space. A state-of-the-art fitness center offers high-tech strength/cardio equipment and free weights, as well as WiFi-enabled co-working and private conference / collaboration areas.



## **GALLERY AT RIVER PARC**

### **MIXED-INCOME PUBLIC-PRIVATE PARTNERSHIP**



## **PROPERTY DETAILS**

Project Location	Miami, Florida
Project Budget	\$37.2MM in Total Development Cost
Project Completion Date	June 2021
Total Project Square Footage	98,160 Residential SF
Number of Units	150 Units (30% AMI, 50% AMI, 80% AMI, 140% AMI)
Project Owner	Related Urban Development Group

## **REFERENCE INFORMATION**

Reference's Name	Alex Ballina
Reference's Title	Director, Public Housing & Community Development
Phone Number	(786) 469-4100
Email Address	Alex.Ballina@miamidade.gov



**GALLERY AT RIVER PARC**  
**MIXED-INCOME PUBLIC-PRIVATE PARTNERSHIP**





**GALLERY AT WEST BRICKELL**  
**MIXED-INCOME PUBLIC-PRIVATE PARTNERSHIP**



Gallery at West Brickell is a public-private partnership between Related Urban, Miami-Dade County Public Schools, and Miami-Dade County Public Housing and Community Development to create essential housing and educational facilities in Miami's Brickell Financial District. **Gallery at West Brickell is the largest single-phase public-private workforce housing development in County history and the largest single issuance of tax-exempt multifamily bond financing by the County's Housing Finance Authority.**

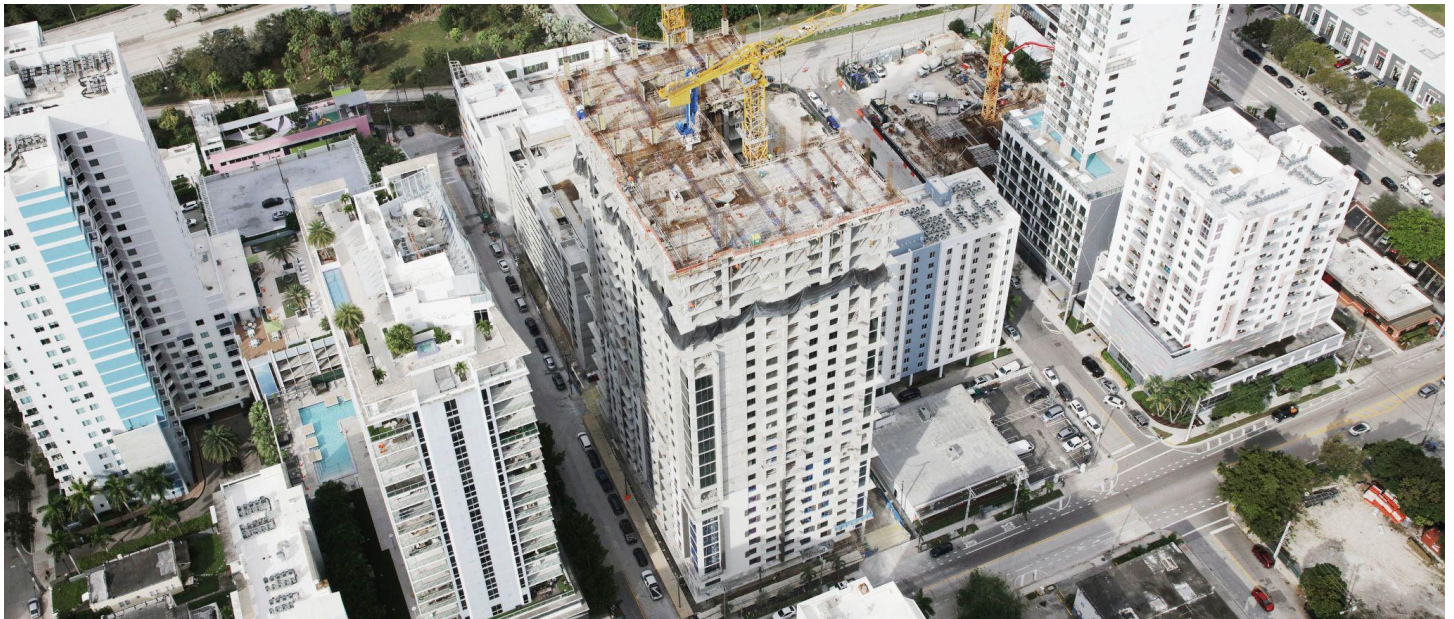
**The project is a 29-story mixed-income, mixed-use development featuring 465 residences, including 163 units set-aside for workforce and affordable households earning 30% AMI, 50% AMI, and 140% AMI. The remaining 302 units are market rate housing. The project features 2,000 SF of ground-floor retail space.**

Given the lack of affordable and workforce housing in the area, this deal promises to be transformative, providing homes for many who might otherwise have had to relocate due to high housing costs in Miami's Central Business District and surrounding communities. Construction has recently topped off.

All units, regardless of income level served, will include best-in-class market-rate finishes. Amenities include an expansive sun deck, resort-style swimming pool, state-of-the-art fitness center, pet-friendly spaces, a podcast studio, Wi-Fi-enabled coworking space; and a 3,000-square-foot space in the lobby that will host an art gallery with revolving exhibits of local underprivileged young artists, as well as space for events and social gatherings. Our project is designed as luxury housing within the Brickell neighborhood.



**GALLERY AT WEST BRICKELL**  
**MIXED-INCOME PUBLIC-PRIVATE PARTNERSHIP**



**PROPERTY DETAILS**

Project Location	Miami, Florida
Project Budget	\$189.8MM in Total Development Cost
Project Completion Date	Q3 2025
Total Project Square Footage	301,351 Residential SF
Number of Units	465 Units (50% AMI, 140% AMI, Market)
Project Owner	Related Urban Development Group

**REFERENCE INFORMATION**

Reference's Name	Alex Ballina
Reference's Title	Director, Public Housing & Community Development
Phone Number	(786) 469-4100
Email Address	Alex.Ballina@miamidade.gov



**GALLERY AT WEST BRICKELL**  
**MIXED-INCOME PUBLIC-PRIVATE PARTNERSHIP**





Daniella Levine Cava  
Mayor

**Public Housing and Community Development**

701 NW 1st Court, 16th Floor  
Miami, FL 33136-3914  
T 786-469-4100 • F 786-469-4199

[miamidade.gov](http://miamidade.gov)

March 1, 2024

Jeff Bolton, Division Director  
Department of Housing and Economic Development  
100 Australian Avenue, 5th Floor  
West Palm Beach, FL 33406

RE: HED.HBLP.2024 – Gallery at Sunset Park

Dear Mr. Bolton:

We are pleased to provide a reference letter for Related Urban.

Related Urban is a trusted partner of Miami-Dade County Public Housing & Community Development (“PHCD”), and has completed 27 projects in partnership with PHCD including **Gallery at River Parc** and **Gallery on the River**. Their team also has six (6) projects under construction in partnership with PHCD, including **Gallery at West Brickell**.

Related Urban’s mixed-income developments helped establish a benchmark for workforce housing in Miami-Dade County. **All work has been completed satisfactory to PHCD**. Related Urban’s team is recognized for consistently delivering projects on-time and on-budget. Alone, the three “Gallery” projects noted above represent 775 units of mixed-income housing.

Gallery at River Parc, Gallery on the River, and Gallery at West Brickell have created much-needed workforce housing near several of Miami’s most desirable submarkets. Gallery at River Parc anchors a 22-acre redevelopment of Miami-Dade County’s Senior Public Housing Campus, offering mixed-income housing for working professionals near Marlins Stadium. Gallery on the River is situated within steps of Downtown Miami’s CBD and the Miami River. Gallery at West Brickell represents a transformative public-private partnership between Related Urban, PHCD, and the Miami-Dade County School Board to create new workforce housing and educational facilities within steps of light rail transit in Brickell, Miami’s Financial District.

On behalf of PHCD, we attest to Related Urban’s capabilities to create transformative workforce housing on-time and on-budget for its public partners.

Please contact me at 786-469-4106, with any questions or if additional information is needed.

Sincerely,

Alex R. Ballina  
Director



**Housing Finance Authority**  
7855 NW 12th Street \* Suite 102  
Doral, Florida 33126  
T 305-594-2518 F 305-392-2722  
[www.hfamiami.com](http://www.hfamiami.com)

February 21, 2024

Jeff Bolton, Division Director  
Department of Housing and Economic Development  
100 Australian Avenue, 5th Floor  
West Palm Beach, FL 33406

RE: HED.HBLP.2024 – Gallery at Sunset Park

Dear Jeff,

Please accept this letter confirming that Related Urban's projects Gallery at River Parc and Gallery On The River were completed in a manner that is satisfactory to the Housing Finance Authority of Miami-Dade County, and that the work to date on Gallery at West Brickell has been completed in a manner that is satisfactory to the Housing Finance Authority of Miami-Dade County.

If you have any questions, please feel free to contact me at (305) 594-2518.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cheree Gulley".

Cheree Gulley, Esq.  
Executive Director  
Miami-Dade County Housing Finance Authority



**From:** Marisa Button <[Marisa.Button@floridahousing.org](mailto:Marisa.Button@floridahousing.org)>  
**Sent:** Thursday, February 29, 2024 3:35 PM  
**To:** Tony Del Pozzo <[tdelpozzo@relatedgroup.com](mailto:tdelpozzo@relatedgroup.com)>  
**Subject:** RE: [EXTERNAL]:Fwd: FHFC Letter - Marina Village Funding App

Tony,

Please allow this email to confirm that the following developments have been satisfactorily completed, as evidenced by the issuance of Form 8609:

The Gallery at River Parc – The Gallery at River Parc, LLC  
The Gallery on the River – The Gallery on the River, LLC

The following development has not completed construction, but the attached progress report reflect that it is 66% complete and the work completed to date is satisfactory:

The Gallery at West Brickell – The Gallery at West Brickell, LLC

Marisa

## **Marisa G. Button**

*Managing Director of Strategic Initiatives*

[Marisa.Button@floridahousing.org](mailto:Marisa.Button@floridahousing.org)

p. 850.488.4197

[www.FloridaHousing.org](http://www.FloridaHousing.org)





## CONSTRUCTION PROGRESS MONITORING REPORT

### Prepared for:

First Housing Development Corporation of Florida as agent for Florida Housing Finance Corporation,  
the Housing Finance Authority of Miami-Dade County, and Miami-Dade County

107 South Willow Avenue  
Tampa, FL 33606

&

J.P. Morgan Chase  
CRELA-Construction Management  
8181 Communication Parkway  
Building B, Floor 3  
Plano, Texas 75024-0239

### Property Identification:

Gallery at West Brickell  
201 SW 10th Street  
Miami, Florida 33130

Borrower: Gallery at West Brickell, LLC  
Field Observation Report No. 16  
Contractor's Application for Payment No. 16

### Prepared by:

GRS Group  
300 Spectrum Center Drive, Suite 145, Irvine, California 92618  
877 GRS CRE1 | +1 213 908 2173 | [www.grs-global.com](http://www.grs-global.com)

February 6, 2024  
GRS Project #: 21-55452.18

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### APPENDICES

Appendix A	Photographs
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## SECTION 1: EXECUTIVE SUMMARY

<b>Project Name:</b>	Gallery at West Brickell - Miami, Florida 33130
<b>Client:</b>	First Housing Development Corporation of Florida & J.P. Morgan Chase
<b>Date of Observation:</b>	February 1, 2024
<b>Time Arrived; Weather/Site Conditions:</b>	11:00 am; 75° F, sunny and clear
<b>Site Contacts / Phone #s:</b>	Ms. Thomas Walsh, Construction Manager, 786-715-1145
<b>Site Management Continuity</b>	The on-site management team consists of the following: Project Manager: Alberto Parjus Superintendent: Maria Flaviani Foreman: Stephen Touzalin No changes to site management have been encountered to date.
<b>Disbursement No:</b>	Contractor's Pay Application No. 16
<b>Period:</b>	<b>From:</b> December 31, 2023 <b>To:</b> January 31, 2024
<b>General Contractor &amp; License No:</b>	Related Urban Construction LLC; #CGC1521978
<b>Subcontractors/Trades Onsite:</b>	Mobilization, grading/excavation, surveying, storm drain, parking garage foundation, auger casting, concrete, site utilities, electrical, post tension concrete slab, shoring, fire sprinkler, plumbing, concrete masonry units, framing, plumbing, exterior windows and doors, interior doors, drywall, finishes, bathtubs, painting, cabinetry, and HVAC, water heaters, flooring, interior painting.
<b>Trades Coordination:</b>	Appears excellent
<b>Construction Progress/Activity Level:</b>	Appears reasonable
<b>Construction Schedule Conformance:</b>	Appears reasonable
<b>Status / Percent Complete:</b>	66%
<b>Construction Quality:</b>	Work completed to date is satisfactory
<b>Observation By:</b>	Sherard O'Reilly, Field Professional for GRS Group

Capital Expenditures Summary Table		
1	Original Construction Budget – Hard Costs	\$115,644,492.00
2	Change Orders	\$1,723,278.45
3	Current Construction Budget – Hard Costs	\$117,367,770.45
4	Total Completed & Stored to Date	\$77,662,997.94
5	Retainage	\$7,009,981.69
6	Total Earned Less Retainage	\$70,653,016.25
7	Previous Payments	\$63,154,940.52
8	Current Request	\$7,498,075.73
9	Balance to Finish, Including Retainage	\$46,714,754.20
10	Recommended Hard Cost Reduction	\$0.00
11	Estimated Level of Completion	66%
<b>12</b>	<b>Total recommended Disbursement</b>	<b>\$7,498,075.73</b>

Based on our field observations, the work is generally consistent with and adequately represented by the documents included in the payment requisition. Our disbursement recommendation is explained in detail in the body of this report.







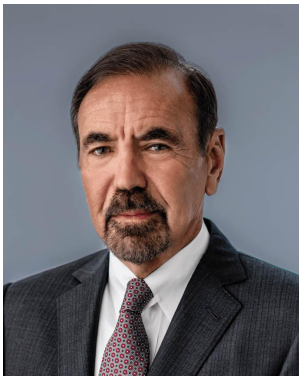
**ALBERTO MILO JR. PRINCIPAL AND PRESIDENT  
RELATED URBAN DEVELOPMENT GROUP (“RUDG, LLC”)**

**Project Manager**

Alberto Milo Jr. leads Related Urban Development Group (RUDG), the affordable housing division of the nation’s most prolific development company, Related Group. In this role, he is responsible for the overall design, development, construction, financing and budgeting for each project within RUDG’s portfolio, whether public, affordable, workforce or mixed-income housing. Under Albert’s leadership, RUDG has built and rehabilitated more than 4,400 units throughout Florida with over \$1 billion in total development costs.

Most recently, RUDG has begun an ambitious new set of projects which are designed to eliminate many of the drawbacks historically associated with public housing developments. Among these is the \$600 Million River Parc master plan in Miami’s Little Havana neighborhood, which is cited as the most ambitious affordable housing development in the county to date, built in partnership with Miami-Dade County. The development will contain over 2,500 units along with a new Riverwalk and commercial opportunities. Similarly, a \$400 Million mixed-income riverfront development is underway in Tampa’s historic West River district, developed in collaboration with the Tampa Housing Authority. Albert and his team are also currently working on the redevelopment of Liberty Square, the oldest and largest public housing development in the Southeastern United States. The project, which also follows the mixed-income format, will contain over 1,500 units along with commercial and community opportunities. The project has been lauded as one of the most significant public housing redevelopments in South Florida and the Country, with HUD Secretary, Dr. Ben Carson, calling the project an example to follow around the country.

Prior to his tenure at RUDG, Albert owned and operated real estate development, real estate brokerage and mortgage brokerage companies over the span of 20 years. After developing his first affordable housing development in 1999, he formed The Urban Development Group in 2002, focused on revitalizing communities by creating affordable homeownership for underserved markets. As a committed member of the local community, Albert has served on the Miami-Dade County Industrial Development Authority since 2005 and is a former member of the Greater Miami Chamber of Commerce’s Workforce Housing Committee. He also served on the board of the YMCA of South Florida from 2017 to 2019. In 2011, he was the President of the Builder’s Association of South Florida where he was awarded the President’s Award and was named Builder of the Year in 2009 and 2019.



## **JORGE M. PÉREZ** CHAIRMAN AND CHIEF EXECUTIVE OFFICER, THE RELATED GROUP

Jorge Pérez, Chairman and Chief Executive Officer of Related Group, has been at the forefront of South Florida's complex urban evolution for over 30 years. A commitment to 'building better cities,' and a natural ability to identify emerging trends has made his one of the most trusted and influential names in real estate. Armed with a dynamic selection of land parcels, new financing techniques, the collective strength of Related's management team and a pipeline of more than 80,000 residential units, Mr. Pérez is set to answer the demands and desires of a new generation.

Pérez started out in the 1970's, making a name for himself in the public housing market of neighborhoods like Miami's Little Havana and Homestead. His attention to detail and commitment to creating quality living environments distinguished him within the marketplace and laid the groundwork for future Related projects. More than three decades later, his continued passion for vibrant urban communities has made him a trendsetter, often the first developer to enter emerging or undiscovered neighborhoods.

Over the years, Pérez and Related Group have partnered with world-class names in architecture and interior design. Collaborations with creative luminaries like Bernardo Fort Brescia, David Rockwell, Philippe Starck, Yabu Pushelberg, Piero Lissoni, Karim Rashid and many others produced neighborhood-defining projects, and established Related's developments as integral components of Miami's evolving cityscape. A lover of art and an avid collector, Pérez infuses each development with carefully selected pieces from master artists. Works by Fernando Botero, Jaume Plensa, Julio LeParc and Fabian Burgos are proudly displayed at Related developments, complementing each building's unique character and often serving as public fixtures of the community landscape.

Mr. Pérez is deeply involved in supporting Miami's ongoing cultural renaissance, sponsoring programs like the Miami International Film Festival's Emerging Cuban Independent Film/Video Artists Program and The National Young Arts Foundation Residency in Visual Arts. Most notably, Pérez donated \$40 Million to the Herzog & de Meuron-designed Pérez Art Museum Miami, or PAMM. He is also a member of the University of Miami's Board of Trustees, chairs the Miami-Dade Cultural Affairs Council, and is a director of the Miami International Film Festival. Mr. Pérez has received numerous awards for his professional and philanthropic achievements, including Ernst & Young's Entrepreneur of the Year, the Hispanic Achievement & Business Entrepreneurship Award from Hispanic Magazine, The Developers and Builders Alliance Community Advancement Award, and The Beacon Council's 2015 Jay Malina Award. Mr. Pérez is also committed to The Giving Pledge, a campaign founded by Warren Buffett and Bill Gates to which

states he will donate 50 percent of his wealth to philanthropic purposes. In 2005, Time Magazine named Mr. Pérez one of the top 25 most influential Hispanics in the United States, and he has appeared on the cover of Forbes twice.

Born in Buenos Aires, Argentina to Cuban parents, Pérez grew up in Bogota, Colombia. He graduated summa cum laude from C.W. Post College in Long Island and earned his Master's in Urban Planning from the University of Michigan.



**ADOLFO HENRIQUES** VICE CHAIRMAN,  
THE RELATED GROUP

Adolfo Henriques serves as Vice Chairman of The Related Group, South Florida's leading real estate developer. With over 20 years of experience in the banking industry and extensive executive leadership experience, Mr. Henriques' duties include working with the executive team on strategic and organizational initiatives.

Prior to joining Related in early 2017, Mr. Henriques served as Chairman and Chief Executive Officer of Gibraltar Private Bank and Trust, a private banking and wealth management company headquartered in Miami and was also CEO of the South Region for Regions Bank. A recipient of the Woodrow Wilson Award for Corporate Leadership, Adolfo Henriques holds a B.A. in Business from St. Leo College, has a Master's Degree in Accounting from Florida International University and is a certified Public Accountant. He also serves as a member of the Executive Committee at Greater Miami Convention and Visitors Bureau (GMCVB) and was recently named among the 12 most powerful people in Miami by the Miami Herald.



**JON PAUL "JP" PÉREZ** PRESIDENT,  
THE RELATED GROUP

Jon Paul "JP" Pérez is responsible for overseeing development operations across the company's various divisions, managing land acquisition efforts and leading the procurement of major construction financing. He also forms a part of Related's Executive Committee, where he works with the firm's C-level executives and division presidents to establish corporate priorities, growth strategies and other key company-wide initiatives.

Jon Paul aims to continue supporting the firm's reputation as a "market maker" and its proven ability to capitalize on opportunities well before competitors. A market maker himself, Jon Paul has personally spearheaded Related's recent entrance into Miami's popular Wynwood neighborhood, where he's working to deliver several major mixed-use projects set to transform the area into a true live-work-play neighborhood. Recent projects include Wynwood 25, a 289-unit luxury rental property across from the iconic Wynwood Walls; The Annex, an eight-story, 50,000-square-foot, class A office building; and The Bradley, a 175-unit rental tower with interior design by Kravitz Design.





Since joining Related in 2012, Jon Paul has overseen the development of several thousand market-rate rental, affordable and luxury condominium units—including the 200-unit The Manor, the 365-unit Town City Center and the 690-unit Brickell Heights condo property. He has also played a key role in several marquee sales and acquisitions. Prior to joining Related, Jon Paul worked for The Related Companies of New York where he oversaw all aspects of the development process for more than 900 units, with direct responsibility for financial modeling, design programming and construction management. He also participated in securing capital for the firm’s \$900 Million distressed opportunity fund, and in 2009 successfully led efforts to sell 425 unsold condominium units in Fort Myers, Florida over the span of 18 months.

Jon Paul graduated from the University of Miami in 2007 with a B.S in business administration and received his MBA from Kellogg School of Management at Northwestern University in 2015. Nurturing Miami’s growing arts and culture community, Jon Paul remains closely aligned with the Pérez Art Museum Miami as well as with The National YoungArts Foundation (YoungArts), participating in its annual Miami YoungArts Week. He also sits on the board of Big Brothers Big Sisters of Miami and is an active United Way Young Leader. Every holiday season, Jon Paul also puts together Related’s annual Thanksgiving Turkey Drive to coordinate the delivery of over 2,600 turkeys across Miami-Dade, including to the firm’s affordable housing properties.



**MATTHEW J. ALLEN** EXECUTIVE VICE PRESIDENT AND CHIEF OPERATING OFFICER, THE RELATED GROUP

Matthew J. Allen is Executive Vice President and Chief Operating Officer of Related Group. Mr. Allen, who joined the company in 1999, is responsible for overseeing the day to day operations of the company. In addition, he directly oversees the finance, acquisitions, human resources, marketing, legal, accounting, asset management and property management divisions. Since 1999, he was directly responsible for raising over \$13 billion in equity capital and debt.



Prior to joining Related, Mr. Allen served as Senior Vice President of Atlantic Gulf Communities. Mr. Allen has over twenty-eight years of experience in Real Estate. He is a member of the Executive Council and the Board of Directors for Big Brothers Big Sisters of Greater Miami, member of the Orange Bowl Committee and on the Executive Council and Advisory Board of the DCC which benefits the Sylvester Comprehensive Cancer Research Center, Board Member of UM Real Estate Advisory Board and a Trustee of United Way. He is a former member of the BankAtlantic Advisory Council, The Marlins RBI Advisory Board, The Executive Committee and Board of Directors of the Beacon Council. Mr. Allen completed his undergraduate studies at Barry University and received his Master’s Degree in Business Administration from Florida International University.



**BETSY MCCOY VICE PRESIDENT AND GENERAL COUNSEL,  
THE RELATED GROUP**

Betsy L. McCoy is General Counsel and Vice President of The Related Group. Ms. McCoy joined The Related Group in 2008 and is responsible for oversight of all legal issues and for providing direct counsel to Mr. Perez and Related's COO, Matt Allen on matters affecting day to day operations. Prior to joining The Related Group, Ms. McCoy was in private practice as a principal and shareholder of her law firm located in Tampa, Florida where she served as litigation counsel statewide to financial institutions, real estate developers, and contractors. Ms. McCoy became Board Certified by The Florida Bar as a specialist in complex commercial and business litigation in 1997 and maintained that certification for 11 years until joining The Related Group. Ms. McCoy is a graduate of the prestigious Harvard Negotiation Project, a frequent speaker at national conferences, and holds a Master Advocate Certification by the National Institute of Trial Advocacy. Ms. McCoy is a graduate of Creighton University, College of Arts and Sciences, Omaha, Nebraska where she earned a Bachelor's Degree; Creighton Law School where she earned her Juris Doctorate degree, and also, The University of Miami School of Law where Ms. McCoy earned an L.L.M (Letters of Legal Mastery) in the law of real property development.



**BEN GERBER CHIEF FINANCIAL OFFICER AND SVP, THE RELATED GROUP**

Ben Gerber is Chief Financial Officer of Related Group where he oversees accounting, finance and information technology groups and is actively involved in the company's capital markets initiatives. Ben joined Related in 2003 as a financial analyst, in charge of performing asset management functions for a 3,000-unit rental portfolio and creating financial models to evaluate future investment opportunities for the company. Since joining Related, Ben has closed over \$10 billion in capital markets transactions.



**KATIE BUTLER** CHIEF ACCOUNTING OFFICER, THE RELATED GROUP

Katie Butler will be responsible for overseeing all aspects of the organization's accounting functions. Ms. Butler is primarily responsible for financial and regulatory compliance and controls, financial reporting and planning and analysis. Prior to joining Related in 2023 as the CAO, she worked in public accounting from 1998-2008, with KPMG out of Miami and served on the Related financial statement audit. Subsequent to working for KPMG, she became self-employed and continued to work with Related as a private accounting consultant for 15 years. Ms. Butler is a Certified Public Accountant in the State of Florida. She completed her undergraduate studies at University of Florida, where she earned her Bachelor of Science in accounting and received her Master of Accounting at Florida International University.



**TONY DEL POZZO** SENIOR VICE PRESIDENT OF FINANCE,  
RELATED URBAN

Tony Del Pozzo is the Senior Vice President of Finance and will be responsible for obtaining, negotiating and closing on financing for all projects. Mr. Del Pozzo will work directly with tax credit investors and lenders to obtain the necessary funds to finance the project. Tony Del Pozzo has a finance degree, extensive experience and established relationships with all of the largest national lenders around the country including the largest tax credit equity investors and syndicators. Tony has arranged the financing for all Related Urban projects to date, totaling over \$1.3 billion in loans and \$500 Million in tax credit equity. Moreover, he has arranged nearly \$2 billion in total financing during his tenure at Related Urban. He will be assisted in all financing matters by a Finance Manager and Financial Analyst. Tony Del Pozzo has over twenty-five years of experience in the industry. Mr. Del Pozzo is a licensed Florida appraiser and holds a Master of Business Administration from the University of Miami.



**ANDREW VELO-ARIAS** DIRECTOR OF ACQUISITIONS & DEVELOPMENT,  
RELATED URBAN

Since joining Related in 2017, Andrew has closed on financing on more than 700 units and over \$150MM in total development costs for affordable and mixed-income developments in South Florida while also managing the entitlement and permitting processes for these developments. Andrew has been actively involved in developing and implementing the River Parc Master Plan, a 22-acre public housing redevelopment effort in Miami. Prior to joining Related, Andrew worked for the Goldman Sachs Urban Investment Group and New York City Economic Development Corporation where he worked on large mixed-use, mixed-income developments in New York City. Andrew Velo-Arias holds a Master of Business Administration from Harvard Business School and a Master's in Public Policy from the Kennedy School of Government. He was born and raised in Hialeah, Florida.





**GEORGE LAGE** VICE PRESIDENT OF CONSTRUCTION, RELATED URBAN CONSTRUCTION

George Lage, as Vice President of Construction, is responsible for overseeing development and construction operations. With 20 years of construction experience, Mr. Lage has a proven track record of successfully completing projects of all types, sizes, and complexities. Mr. Lage received a Master's degree in Construction Management from Florida International University and is licensed as a Certified General Contractor.



**GEORGE SANZ** VICE PRESIDENT OF CONSTRUCTION OPERATIONS, RELATED

Jorge Sanz, as Vice President of Construction Operations, is responsible for overseeing the construction means and methods of Related's affordable/workforce division to ensure projects are delivered on-time and within budget. With over 25 years of construction experience, Mr. Sanz has a proven track record of successfully completing projects of all types, sizes and complexities. As a second-generation contractor, he has completed several projects ranging from several high rise luxury condominiums, a major league baseball stadium, heavy civil airport runway, several institutional educational facilities and most currently the master planning and redevelopment of Liberty Square.



**AL LOPEZ** VICE PRESIDENT OF CONSTRUCTION OPERATIONS, RELATED URBAN CONSTRUCTION

Mr. Al Lopez has over 25 years of experience in the construction industry and is responsible for overseeing all aspects of the construction operations, code compliance, quality control, and project close-outs. Mr. Lopez has a proven track record of successfully completing projects ranging from institutional buildings, commercial, hotels, and hi-rise multifamily residential housing. Mr. Lopez holds a Master of Science Degree and a Bachelor of Science Degree in Construction Management from Florida International University and is licensed as a Certified General Contractor.

**THOMAS WALSH** VICE PRESIDENT OF CONSTRUCTION OPERATIONS  
RELATED URBAN CONSTRUCTION

Mr. Walsh comes to Fortune Urban Construction with 30 years of experience in the Construction industry. Mr. Walsh most recently had spent the past 6 years within the Related Condominium Department where he managed the Paraiso Community consisting of 4 – hi-rise Residential Condominiums, Public Right of Way Improvements, a Public Park and Beach Club and Restaurant. Mr. Walsh has a degree in Environmental Engineering from Norwich University located in Northfield, Vermont.

**MARILYN PASCUAL** PRESIDENT, AFFORDABLE DIVISION,  
TRG MANAGEMENT

Marilyn has more than nineteen years of experience in the management of multi-family housing communities. She re-joined TRG in April of 2010 as a Regional Manager after having served as President for the Housing Trust Management Group, Inc. for more than five years. Ms. Pascual was also a Regional Manager with Cornerstone Residential Management, Inc. and worked with TRG for five years early in her career where she quickly advanced from property manager to district manager. She has an excellent track record managing all types of apartment portfolios, but has an extensive history managing LIHTC, Bond and several other affordable programs. Ms. Pascual holds a Bachelor of Science Degree in Mechanical Engineering from the University of Florida.

**WILL VALENTIN** REGIONAL VICE PRESIDENT, TRG MANAGEMENT

Will has over 10 years in management experience that includes residential and commercial real estate. In addition, market rate, luxury, and affordable multi-family housing communities. Will Valentin joined TRG Management Company as a Regional Manager in 2021. Then promoted to Regional Vice President in October 2022. As a Regional Vice President Will is responsible for a portfolio of properties located within the City of Miami, Miami-Dade, and South Miami Florida. Will has broad-based experience in brand enhancement, employee development, operations, marketing, sales, strategic plan development and multi-site management. Will has an excellent track record managing all types of apartment portfolios, such as acquisitions, rehabs, lease ups, public housing, LIHTC, Bond and several other affordable programs.

Prior to joining TRG Management Company, Will was a Vice President of Operations for a Real Estate Equity Company, overseeing a portfolio of 3500 plus units located throughout Florida, Virginia, South Dakota. Will Valentin holds a bachelor's degree from the University of Phoenix in Business Administration and a master's degree from the University of Phoenix in Science in Business.



### **ANGELIA SCHAEFFER** COMPLIANCE MANAGER, TRG MANAGEMENT

With over 20 years of experience in property management, Angelia began her career as a Property Manager overseeing Ferncliff North and Ferncliff South combined with 228-unit community. She has utilized her expertise in several sectors, currently holding the position of Compliance Manager. She is responsible for the oversight of our multi-family portfolio for out Mid-Atlantic Region Including Tax Credit (LIHTC), Section 8 and Conventional setting. In 2013, Ms. Schaeffer began her career with TRG, ensuring each property is compliant with all regulations. Ms. Schaeffer earned her Assisted Multifamily Housing Manager (AHM) through Quadel in 2004 and Housing Credit Certified Professional (HCCP) through the National Association of Home Builders in 2010. In addition, she has obtained her Virginia Notary Public.



### **ALVARO TORRES** SENIOR FINANCE MANAGER, RELATED URBAN

Alvaro Torres will serve as the Finance and Transaction Coordinator and will be responsible for administering and monitoring the financing process and closing. Mr. Torres has experience working with housing authorities, tax credit investors, lenders and governmental entities to coordinate the due diligence and closing process. Mr. Torres' responsibilities include underwriting potential multifamily development opportunities, reviewing closing documents, assisting in negotiating debt and equity terms and conducting market research. Mr. Torres participated in closing over \$550MM in debt and equity transactions for the rehabilitation or construction of over 1,500 affordable housing units. Prior to joining Related, Alvaro spent three years at Crow Holdings in Dallas, Texas where he performed market research, underwriting, and due diligence for over 200 assets across the multifamily, retail, industrial, hotel, and self-storage space. Mr. Torres holds a Bachelor of Business Administration in Finance with a specialization in Alternative Asset Management from Southern Methodist University.



### **JORDAN DAVIS** ACQUISITIONS AND DEVELOPMENT ASSOCIATE, RELATED URBAN

Jordan Davis will serve as the Acquisitions and Development Associate for the project. Jordan conducts deal-specific underwriting and due diligence, performs financial modeling and analytics, prepares competitive funding applications, and works directly with lenders, equity investors, and municipal partners in leading financial closings. Prior to joining Related Urban, Jordan worked as a Development Associate for The NRP Group in San Antonio, Texas, and Austin, Texas, leading new deal originations and successfully taking over \$200MM in development through NRP's Executive Committee. Jordan holds a Bachelor of Business Administration, With Distinction, from the University of Michigan's Stephen M. Ross School of Business.





## **JULIAN COVER** COMMUNITY PARTNER, 5000 DOORS DEVELOPMENT

Julian Cover, based locally in Palm Beach County, has earned many acknowledgements and appointments including being named one of South Florida's "Most Influential & Powerful Black Professionals for 2021" by Legacy Magazine. He was appointed to the current City of West Palm Beach Mayor Keith James' Transition Team and named to the City of West Palm Beach's Affordable Housing Advisory Committee.

Julian attended Florida Atlantic University with a full engineering scholarship and graduated with a B.S. in Mechanical Engineering in 2002. Julian is a proud founding member of The Palm Beach Chapter of The National Society of Black Engineers. His diverse career in real estate began as a Land Development Engineer in Palm Beach County, Florida with The Wantman Group (WGI). His notable utility design projects are the 80 acre retail parcel, PGA Professional and Design Center as well as 2700 North Ocean Condominiums which is now The Ritz-Carlton Residences, Palm Beach. Other signature projects include the conceptual water, sewer and drainage design of the 2500 acre adult community The Villages in Central Florida.

Julian's New York City real estate career started in 2006 at the Brooklyn Office of Marcus & Millichap, the largest commercial real estate brokerage in America, where he received the prestigious Pace Setter Award. After a successful career at Marcus & Millichap, Julian became a founding partner of The Rowe Group, a Manhattan based real estate brokerage which specialized in the placement of the homeless persons during the Great Recession of 2009 – 2012. Through his tenacity, business acumen and work ethic, Julian helped grow The Rowe Group to a highly profitable real estate agency serving all 5 boroughs of New York City.

His tremendous success at The Rowe Group led to his establishing Cover Realty. Now as a licensed broker and investor, Julian has progressed to buying, managing and brokering residential real estate projects in Brooklyn, NY and South Florida. He is fortunate and humbled to be married to Karen Rose Cover and has two beautiful daughters Eva and Elise Cover.

## **CRAIG MCKENZIE** COMMUNITY PARTNER, 5000 DOORS DEVELOPMENT

Craig McKenzie, based locally in Palm Beach County, is a licensed Professional Engineer, General Contractor, and Business Consultant with over 15 years of experience. His areas of expertise include Civil, Structural, Mechanical, Building Information Modelling and Electrical Engineering. Craig is the Founder of Engineered Design Services, a full-service engineering firm providing engineering services to Commercial, Industrial; Mining, Power, and Government clients.

Craig has been recognized as an Emerging Leader on the Palm Beach County Economic Council and is a Goldman Sachs 10,000 Small Business Program Alumni. Craig received his B.S. in Agricultural and Biological Engineering from the University of Florida in 2005.



**TERRY LOVELL** LIHTC BORROWER COUNSEL, BILZIN SUMBERG

Terry M. Lovell, head of Bilzin Sumberg's Affordable Housing & Tax Credit Practice, has more than 22 years of experience. He represents developers, investors, and tax-exempt organizations in all aspects of real estate development transactions. He is exceptionally versed in transactions financed with low income housing tax credits under Section 42 of the Internal Revenue Code, tax-exempt bonds, grants,

and loans issued by federal, state, and local governmental authorities. Terry regularly prepares and negotiates purchase and sale agreements for these properties. He also handles other subsidized and conventional financing, including the negotiation of equity and loan documents, for both commercial and multi-family housing developments. Terry has represented clients with projects in Florida, Georgia, Louisiana, South Carolina, Tennessee, Texas, and the U.S. Virgin Islands.



**ERIC SINGER** PROCUREMENT COUNSEL, BILZIN SUMBERG

Eric Singer is a member of Bilzin Sumberg's P3 and Government Contracting team. Eric represents both public- and private-sector clients in the areas of government contracting and complex government transactions, including public private partnerships (P3). Eric has negotiated development agreements for a wide variety of public assets and public-private developments and has represented clients on some

of Miami's most transformative public-private projects. Eric also handles the full spectrum of public contracting issues, from preparation of proposals through appeals of administrative bid protests. Eric combines that practical experience with the extensive academic knowledge he gained as a visiting faculty member and research fellow at the New York University School of Law, where he studied P3s

across the United States and abroad, in order to further his clients' goals. Prior to joining Bilzin Sumberg, Eric served as a law clerk to the Honorable Danny J. Boggs of the United States Court of Appeals for the Sixth Circuit.



**BRIAN MCDONOUGH** BOND BORROWER COUNSEL, STEARNS WEAVER MILLER

Mr. McDonough is a Shareholder in the Real Estate Department. He is a member of the Firm's Board of Directors as well as its Executive Committee, and he also is the Chairperson of the Firm's Affordable Housing & Tax Credit Practice Group. He represents developers using government loan programs, community housing development organizations and 501(c)(3) organizations using qualified 501(c)(3) bonds for multifamily housing developments. Brian assists clients with matters involving multifamily housing, low income housing tax credits and loan programs implemented by the U.S. Department of Housing & Urban Development. Brian also represents lenders in all types of real estate loans and in particular, loans related to affordable housing.





## **JASON BIONDI** FOUNDER, ENERGY COST SOLUTIONS GROUP

Jason Biondi is the founder and Managing Director of Energy Cost Solutions Group (ECSG), a business which focuses on energy savings, commissioning, minimizing environmental impacts of construction, operations and maintenance and improving indoor environmental conditions. ECSG is currently involved with projects pursuing LEED New Construction, Core & Shell, Commercial Interiors and Existing Buildings Certification as well as National Green Building Standard, Enterprise Green Communities Criteria and Green Globes certifications. ECSG also performs commercial energy audits and environmental impact analysis for Major Use Special Permits. Jason has personally worked to help certify more than 20 green buildings throughout Florida and Latin America. Jason leads a team of experienced architects and engineers who comprise ECSG's well balanced and effective green building certification operation.





**Att. 5** *Provide evidence of site control for the entire project site(s) in the form of a fully executed contract for purchase of the property(ies), option to purchase, long-term lease, lease option, recorded deed, or recorded certificate of title. If a lease is being provided, the length of the lease would have to, at a minimum, match the longest affordability period required by all funding source(s). Submit as Attachment 5.*

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Please see the following pages for evidence of site control for the entire project site(s) in the form of a long-term lease. The length of the lease, which is a 99-Year Lease Term, matches the longest affordability period required by all funding source(s), which is 30 Years, in alignment with the County's Minimum Period of Affordability. Mt. Calvary is leasing its land to facilitate this project for the local community.



## GROUND LEASE

THIS GROUND LEASE (this “**Lease**”), made as of April 1, 2024 (“**Lease Date**”) by and between **MOUNT CALVARY MISSIONARY BAPTIST CHURCH OF RIVIERA BEACH, INC.**, a Florida not-for-profit corporation (“**Landlord**”) and **GALLERY AT SUNSET PARK, LLC**, a Florida limited liability company (“**Tenant**”). Capitalized terms used in this Lease, without being defined elsewhere herein, shall have the meanings set forth in Section 1.1 hereof.

### WITNESSETH:

**WHEREAS**, Landlord is the owner of the Land (as defined below) consisting of certain real property located at 1111 36th Street in West Palm Beach, Florida; and

**WHEREAS**, Tenant and Landlord hereby agree that the Development (as defined below) shall be a mixed income housing development consisting of approximately 145 multifamily residential units, and an approximately 7,500 square feet of multipurpose facility for Landlord (the “Church Facility”). The Development shall also include approximately 300 parking spaces or such other amount reasonably agreed upon between Landlord and Tenant, of which approximately 230 parking spaces shall be reserved for use by tenants of the residential units and approximately 70 parking spaces shall be reserved for use by Landlord and its invitees, subject to the terms of a separate parking agreement between Landlord and Tenant which shall be finalized before the Commencement Date; and

**WHEREAS**, Tenant’s financing applications require Tenant to present evidence of site control over the Land at the time of the application; and

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

**WHEREAS**, Landlord and Tenant are willing to enter into this Lease of the Land conditioned on Tenant obtaining financing on or before December 31, 2025 (the “**Financing Contingency Period**”).

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

### ARTICLE I DEFINITIONS

#### 1.1 Definitions.

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

(a) **Commencement Date** means the date on which the Tenant closes on its construction financing for the rehabilitation, redevelopment or new construction, as applicable, of the Improvements and pays the rent set forth herein.

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

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

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

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

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

(g) **Land** means that certain real property located in Palm Beach County legally described in Exhibit A, together with all easements, rights, privileges, licenses, covenants and other matters that benefit or burden the real property. The Land and the Improvements are sometimes referred to herein as the “**Project**”.

(h) **Lease Year** means, in the case of the first lease year, the period from the Commencement Date through December 31 of that year; thereafter, each successive twelve-calendar month period following the expiration of the first lease year of the Term; except that in the event of the termination of this Lease on any day other than the last day of a Lease Year then the last Lease Year of the Term shall be the period from the end of the preceding Lease Year to such date of termination.

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



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

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

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

(m) **Sublessee** means any sublessee to which Tenant subleases a portion of the ground leasehold estate created hereby, as provided in Section 5.7(b) but excluding any tenant of an individual residential or commercial unit.

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

(o) **Term** means a period of time commencing with the Lease Date and continuing until the date which is ninety-nine (99) calendar years thereafter.

## 1.2 **Interpretation.**

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

## 1.3 **Exhibits.**

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

## **ARTICLE II** **PREMISES AND TERM**

Subject to the provisions of paragraph 1.1(a) above, Landlord leases and demises to Tenant and its successors and assigns, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Land for the Term unless sooner terminated in accordance with the provisions contained in this Lease. Landlord and Tenant agree to release the following from the Premises if after the release of such Land from the Premises Tenant has confirmed that Tenant can develop and construct at least 145 multifamily residential units and the required parking on the remaining Land: (i) the Church Facility and the Land upon which the

Church Facility is located; (ii) the sanctuary currently existing on the Land (the “**Sanctuary**”) and the Land upon which the Sanctuary is located; and (iii) the parking related thereto. Tenant acknowledges that Landlord is a faith-based organization and that it operates the Sanctuary as a house of worship and the Church Facility as a Fellowship Hall. Therefore, subject to the Tenant’s obligation to construct the Church Facility and to make improvements to the Sanctuary, the Landlord shall have exclusive use of the Sanctuary and to the Church Facility and the Land upon which the Church Facility is located and the parking related thereto.

### **ARTICLE III** **RENT**

#### **3.1 Rent.**

On the Commencement Date, Tenant covenants and agrees to pay to Landlord as rent under this Lease \$4,125,000 less (i) a non-refundable good faith deposit in the amount of \$41,250.00 (“Good Faith Deposit”) payable to the Landlord upon approval of the Project’s financing by the Board of County Commissioners of Palm Beach County, Florida. The Good Faith Deposit shall be credited to the Tenant on the Commencement Date, (ii) the amount agreed upon between Landlord and Tenant to design and construct the Church Facility; and (iii) the amount agreed upon between Landlord and Tenant to rehabilitate the existing Sanctuary on the Land (“**Rent**”). Landlord and Tenant agree that the budgets for the construction of the Church Facility and the rehabilitation of the Sanctuary shall contain a 10% hard cost contingency and a 14% general contractor’s fee, both based on the projected construction/rehabilitation costs. After construction completion of the Church Facility and the rehabilitation of the Sanctuary as set forth herein, Tenant agrees to pay to Landlord, as additional Rent, any unexpended contingency amounts or other costs savings relating thereto. Prior to the Commencement Date, Tenant is not obligated to pay Rent or any other sums to the Landlord under this Lease, except as provided in 3.1(i) above and except that Tenant shall pay the Landlord \$10,000 upon the signing of this Lease by both parties to cover the Landlord’s reasonable attorney’s fees.

#### **3.2 Surrender.**

Upon the expiration of this Lease by the passage of time or otherwise, Tenant will quietly yield, surrender and deliver up possession of the Premises to Landlord. In the event Tenant fails to vacate the Premises and remove such personal property as Tenant is allowed to remove from the Premises at the end of the Term, or at the earlier termination of this Lease, Landlord shall be deemed Tenant’s agent to remove such items from the Premises at Tenant’s sole cost and expense. Furthermore, should Tenant fail to vacate the Premises in accordance with the terms of this Lease at the end of the Term, or at the earlier termination of this Lease, the Tenant shall pay to Landlord a charge \$1,000 for each day of occupancy after expiration or termination of the Lease. Such charge shall be in addition to any actual damages suffered by Landlord by Tenant’s failure to vacate the Premises, for which Tenant shall be fully liable, it being understood and agreed, however, that Tenant shall under no circumstances be liable to Landlord for any incidental, indirect, punitive or consequential damages (including, but not limited to, loss of revenue or anticipated profits).

#### **3.3 Utilities.**

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

### 3.4 **Other.**

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

### 3.5 **Taxes.**

Tenant understands and agrees that as a result of the Landlord's fee ownership of the Premises, for State law purposes, all or part of the Premises may become exempt from any ad valorem taxes. During the Term of this Lease, should, for any reason whatsoever, the Premises become exempt and then again become subject to ad valorem taxes or any other real estate taxes, fees, impositions and/or charges imposed during the Term and any extensions upon the Premises and the building and/or other improvements constructed on the Premises by Tenant ("**Real Estate Taxes**"), then, in such event, from and after the Commencement Date (but not before such date), Tenant shall be required to pay all Real Estate Taxes, prior to delinquency without notice or demand and without set-off, abatement, suspension or deduction. In the event that the folio identification number applicable to the Premises shall also contain other property not specifically included in, or a part of, the Premises, then Tenant shall only be required to pay the portion of such taxes exclusively attributable to the Premises. In addition, Tenant shall be required to pay for any water, electric, sewer, telephone or other utility charges incurred by Tenant during the Term or any extensions which are limited solely to the Premises and/or any structures and/or improvements thereon.

### 3.6 **Contested Obligations.**

If Tenant shall deem itself aggrieved by any Real Estate Taxes or other charges for which it is responsible hereunder and shall elect to contest the payment thereof, Tenant may make such payment under protest or, if postponement of such payment will not jeopardize Landlord's title to the Land, or subject Landlord to the risk of any criminal liability or civil liability or penalty, Tenant may postpone the same provided that it shall secure such payment and the interest and penalties thereon and the costs of the contest on the determination or the proceedings or suit in which such contest may be had, by causing to be delivered to Landlord cash or other security satisfactory to Landlord, or a bond of indemnity of a good and solvent surety company, in form and amount satisfactory to Landlord. Either party paying any Real Estate Taxes or other charges shall be entitled to recover, receive and retain for its own benefit all abatements and refunds of such Real Estate Taxes or other charges, unless it has previously been reimbursed by the other party, in which case an equitable distribution will be made. Tenant agrees to save Landlord harmless from all costs and expenses incurred on account of Tenant's participation in such proceedings or as a result of Tenant's failure to pay Real Estate Taxes and other related charges with respect to the Premises. Landlord, without obligating itself to incur any costs or expenses in connection with such proceedings, shall cooperate with Tenant by providing such information and executing such applications, documents or filings as requested by Tenant, each with respect to such proceedings so far as reasonably necessary; provided, however, that Tenant acknowledges that the foregoing duty to cooperate will not require the Landlord to take any legal position contrary to the position taken by the Palm Beach County Property Appraiser or Tax Collector in any such proceeding.



Tenant shall not discontinue any abatement proceedings begun by it without first giving the Landlord written notice of its intent to do so and reasonable opportunity to be substituted in such proceedings. Landlord shall promptly furnish to Tenant a copy of any notice of any Real Estate Taxes received by Landlord.

### **3.7 Control and Liabilities.**

Landlord acknowledges and agrees that Landlord is and shall be, at all times prior to the Commencement Date, in use, control and occupancy of the Premises and all improvements located thereon. In connection with the foregoing, Landlord further acknowledges and agrees that Landlord is responsible for maintaining, repairing, securing, supervising and managing the Premises, including with respect to any third parties (e.g., tenants) located in the Premises. All debts, obligations and liabilities arising prior to the Commencement Date in the course of business of the Premises or otherwise in connection with the use, occupancy or operation thereof (including, but not limited to, all such liabilities for utilities, taxes and other costs and expenses related to the Premises; all such liabilities under or with respect to Environmental Laws or claims; all such liabilities under or with respect to any personal injury claims; and any and all obligations related to the operation, maintenance, repair, security, supervision and management of the Premises) are and shall be the obligation of Landlord, and Tenant shall not be liable or otherwise responsible for any such debts, obligations or liabilities or have any duties to the Landlord or any third parties with respect to the use, occupancy or operation of the Premises.

## **ARTICLE IV** **INDEMNITY, LIENS AND INSURANCE**

### **4.1 Indemnity for Tenant's Acts.**

Landlord shall continue to operate the Premises until the Commencement Date as provided in Section 3.7 above. From and after the Commencement Date, Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or its employees, agents, servants, members, principals, subcontractors, or subtenants of the Project or any invitees of either of them. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon, provided, however, nothing herein contained shall obligate or hold Tenant responsible prior to the Commencement Date (a) for any costs, expenses, claims or demands made by any party associated with the Premises or relating to acts or omissions occurring prior to the Commencement Date (including, but not limited to, any acts or omissions relating to the operation, maintenance, repair, security, supervision or management of the Premises), or (b) for any claims stemming from Landlord's and/or its officers', employees' or agents' misconduct or negligence, unless such costs, expenses, claims or demands arise from the acts or omissions of the Tenant, its agents, contractors, employees, members, or invitees; it being agreed to by the Landlord and Tenant that Tenant shall have no liability or obligation whatsoever with respect to such acts or omissions. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

#### 4.2 **Landlord's Environmental Responsibility and Representations.**

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

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

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

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

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

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

#### 4.3 **Liens.**

(a) Tenant agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Premises for work or materials furnished to Tenant it being provided,

however, that Tenant shall have the right to contest the validity thereof. Tenant shall not have any right, authority or power to bind Landlord, the Premises or any other interest of the Landlord in the Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the Tenant's development, construction or operation of the Improvements or any change, alteration or addition thereto made by or on behalf of Tenant. IN ANY CONSTRUCTION TO BE DONE ON THE PREMISES, THE TENANT SHALL SECURE OR CAUSE TO BE SECURED A PAYMENT AND PERFORMANCE BOND AS REQUIRED BY CHAPTER 713, FLORIDA STATUTES SO AS NOT TO PERMIT ANY MECHANICS' OR MATERIALMAN'S LIEN TO ATTACH TO LANDLORD'S FEE SIMPLE INTEREST IN THE LAND. IN THE EVENT THAT ANY MECHANIC'S LIEN SHALL BE FILED, TENANT SHALL EITHER (A) PROCURE THE RELEASE OR DISCHARGE THEREOF WITHIN NINETY (90) DAYS EITHER BY PAYMENT OR IN SUCH OTHER MANNER AS MAY BE PRESCRIBED BY LAW OR (B) TRANSFER SUCH LIEN TO BOND WITHIN NINETY (90) DAYS FOLLOWING THE FILING THEREOF. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE TENANT OR TO ANYONE HOLDING ANY OF THE PREMISES THROUGH OR UNDER THE TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE LANDLORD IN AND TO ANY OF THE PREMISES. THE LANDLORD SHALL BE PERMITTED TO POST ANY NOTICES ON THE PREMISES REGARDING SUCH NON-LIABILITY OF THE LANDLORD.

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

(c) Tenant shall have the right to contest any such lien or encumbrance by appropriate proceedings which shall prevent the collection of or other realization upon such lien or encumbrance so contested, and the sale, forfeiture or loss of the Premises to satisfy the same; provided that such contest shall not subject Landlord to the risk of any criminal liability or civil penalty, and provided further that Tenant shall give reasonable security to insure payment of such lien or encumbrance and to prevent any sale or forfeiture of the Premises by reason of such nonpayment, and Tenant hereby indemnifies Landlord for any such liability or penalty. Upon the termination after final appeal of any proceeding relating to any amount contested by Tenant pursuant to this Section 4.3, Tenant shall immediately pay any amount determined in such proceeding to be due, and in the event Tenant fails to make such payment, Landlord shall have the right after five (5) business days' notice to Tenant to make any such payment on behalf of Tenant and charge Tenant therefor.

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



#### 4.4 **Insurance Requirements.**

Beginning on the Commencement Date and continuing until the expiration or earlier termination of the Term, Tenant shall at all times obtain and maintain, or cause to be maintained, insurance for Tenant and the Premises as required by Tenant's lenders. However, at a minimum, Tenant shall obtain or cause to be obtained, (a) builder's risk insurance sufficient to ensure the completion of the Project (b) workers compensation insurance for personnel employed by the Tenant, and (c) liability insurance covering property and personal injury in amounts not less than \$2,000,000 per person and \$3,000,000 in the aggregate. Each such policy shall name the Landlord as an additional insured and shall require a notice to the Landlord of not fewer than 30 days prior to cancellation. If any required insurance is so cancelled, the Landlord may at the expense of the Tenant secure such insurance coverage and the Tenant shall pay the premium upon the demand of the Landlord.

### **ARTICLE V** **USE OF PREMISES; COVENANTS RUNNING WITH THE LAND**

#### 5.1 **Use; Covenants.**

(a) In accordance with and subject to the terms and conditions of this Lease, Tenant and Landlord agree that Tenant shall construct multifamily residential housing and uses acceptable to Landlord on the Land. Landlord acknowledges that in connection with the uses noted in the previous sentence, the Tenant may sub-lease a portion of the Project to a commercial sub-tenant as reasonably consented to by the Landlord.

(b) Tenant covenants, promises and agrees that during the Term of this Lease it shall not devote the Premises or any part thereof to uses other than those consistent with this Lease.

(c) If, prior to the Commencement Date, the Premises becomes subject to a taking by virtue of eminent domain, to any extent whatsoever, Tenant may, in its sole discretion, terminate this Lease by written notice to the Landlord, whereupon neither party hereto shall have any further rights or obligations hereunder.

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

#### 5.2 **Residential Improvements.**

(a) Tenant agrees to provide periodic updates to Landlord of Tenant's development and construction of the Project and the status of the financing relating thereto. From and after the Commencement Date, Tenant shall construct the Improvements on the Land in conformance with the Plans and Specifications. Tenant and Landlord agree to review and reasonably approve the Plans and Specifications relating to the construction of the Church Facility before the Commencement Date. Operating and location of the Project according to the Plans and Specifications for the Project should not cause major disruption in operating the Sanctuary as a house of worship nor the Church Facility as a Fellowship Hall. Tenant shall construct the Improvements and make such other repairs, renovations and betterments to the Improvements

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

(b) Tenant shall take no action to effectuate any material amendments, modifications or any other alterations to the development proposals and applications, Plans and Specifications, or to materially increase the total number of units, and/or other uses on the Land, unless otherwise approved by Landlord in writing and in advance.

### 5.3 **Tenant's Obligations.**

(a) From and after the Commencement Date, Tenant shall, at its sole cost and expense, maintain the Premises, reasonable wear and tear excepted, and make repairs, restorations, and replacements to the Improvements, including without limitation the landscaping, irrigation, heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems; structural roof, walls, floors and foundations; and the fixtures and appurtenances as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of Tenant, its agents, employees, invitees, visitors, and contractors. All such repairs, restorations, and replacements will be in quality and class, as elected by Tenant, either equal to or better than the original work or installations and shall be in accordance with all applicable building codes; provided, however, nothing herein contained shall obligate or hold Tenant responsible for any repairs, restorations, or replacements to the Improvements required as a result of an event, act or omission that occurred or existed prior to the Commencement Date.

(b) Tenant may make any alterations, improvements, or additions to the Premises as Tenant may desire, if the alteration, improvement, or addition will not change the use of the Premises as multifamily housing, project amenities, earlier defined commercial space and parking and there is no resulting reduction in housing units required at the Premises, or permanent reduction of Project amenities and such alterations, improvements or additions to the Premises

comply with applicable law and do not impair the value of the Project. Tenant shall, prior to commencing any such actions, give notice to Landlord and provide Landlord with complete plans and specifications therefor.

(c) From and after the Commencement Date, the Tenant shall develop and construct the Development.

#### 5.4 **Compliance with Law.**

(a) From and after the Commencement Date, Tenant shall, at its expense, perform all its activities on the Premises in compliance, and shall cause all occupants of any portion thereof to comply, with all applicable laws (including but not limited to section 255.05, Florida Statutes, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 and 24 C.F.R. Parts 8 and 9, which prohibit discrimination against persons with disabilities in any program or activity receiving Federal Financial assistance. 24 C.F.R. § 40.4, which establishes the Uniform Federal Accessibility Standards (UFAS) as the standard design, construction, or alteration of residential structures, the Americans With Disabilities Act, and applicable Fair Housing laws and ordinances), ordinances, codes and regulations affecting the Premises or its uses, as the same may be administered by authorized governmental officials.

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

1. From and after the Commencement Date, Tenant shall operate the Premises in compliance with all Environmental Laws applicable to Tenant relative to the Premises and shall identify, secure and maintain all required governmental permits and licenses as may be necessary for the Premises. All required governmental permits and licenses issued to Tenant and associated with the Premises shall remain in effect or shall be renewed in a timely manner, and Tenant shall comply therewith and cause all third parties to comply therewith. All Hazardous Substances present, handled, generated or used on the Premises will be managed, transported and disposed of in a lawful manner. Tenant shall exercise due care and not cause or allow on or upon the Premises, or as may affect the Premises, any act which may result in the discharge of any waste or hazardous materials in violation of Environmental Laws, or otherwise damage or cause the depreciation in value to the Premises, or any part thereof due to the release of any waste or hazardous materials on or about the Premises in violation of Environmental Laws. Tenant shall not knowingly permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Substances, except in such amounts as are ordinarily used, stored or generated in similar projects, or otherwise knowingly permit the presence of Hazardous Substances in, on or under the Premises in violation of any applicable law.

2. Tenant shall promptly provide Landlord with copies of all forms, notices and other information concerning any releases, spills or other incidents relating to Hazardous Substances or any violations of Environmental Laws at or relating to the Premises upon discovery of such releases, spills or incidents, when received by Tenant from any government agency or other third party, or when and as supplied to any government agency or other third party. Additionally, Tenant hereby agrees to promptly notify Landlord, in writing, should an accident or incident occur in which any waste and/or hazardous materials are released or otherwise discharged on or about the Premises in violation of Environmental Laws.



3. From and after the Commencement Date, Tenant will construct and maintain premises to be compliant with Section 504 and the Americans With Disabilities Act and their amendments.

**5.5 Ownership of Improvements/Surrender of Premises.**

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

**5.6 Easements.**

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

**5.7 Transfer; Conveyance; Assignment.**

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

(b) Tenant shall have the right to enter a sublease of any part of or all of the Premises or to assign or partially assign this Lease with respect to any part of the Premises (a “**Sublease**”) to an entity that is controlled by the same principals that control the Tenant. Additionally, each Sublease must be for a use compatible with the standards and requirements set forth in this Lease or for affordable or special needs housing. Tenant must give written notice to Landlord specifying the name and address of any assignee or Sublessee to which all notices required by this Lease shall be sent, and a copy of the Sublease. Landlord agrees to grant Non-Disturbance Agreements for any Sublessee which will provide that in the event of a termination of this Lease which applies to the portion of the Premises covered by such Sublease, due to an Event of Default committed by the Tenant, such Sublessee will not be disturbed and will be allowed to continue peacefully in possession directly under this Lease as the successor tenant, provided that the Sublessee shall be in compliance with the terms and conditions of its Sublease; and the Sublessee shall agree to attorn to Landlord. Landlord further agrees that it will grant such assurances to such Sublessee so long as it remains in compliance with the terms of its Sublease, and provided further that any such Sublease does not extend beyond the expiration of the Term of this Lease. On or before the Commencement Date and at Tenant’s request, Landlord agrees to deed the portion of the Land related to the residential units and the parking related thereto to the Tenant on substantially the same economic terms set forth in this Lease after which this Lease shall automatically terminate.

## **ARTICLE VI** **CASUALTY AND TAKING**

### **6.1 Casualty.**

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

Notwithstanding anything contained in this Section 6.1, or otherwise in this Lease to the contrary, as long as the Tenant’s leasehold interest is encumbered by any Permitted Leasehold Mortgage, this Lease shall not be terminated by Landlord or Tenant without the prior written consent of the Permitted Leasehold Mortgagee in the event that the Premises is partially or totally destroyed, and, in the event of such partial or total destruction, all insurance proceeds from casualty insurance as provided herein shall be paid to and held by the Permitted Leasehold Mortgagee, or an insurance trustee selected by the Permitted Leasehold Mortgagee to be used

for the purpose of restoration or repair of the Premises, subject to the terms of the Permitted Leasehold Mortgage or other loan documents between Tenant and the Permitted Leasehold Mortgagee. Permitted Leasehold Mortgagee shall have the right to participate in adjustment of losses as to casualty insurance proceeds and any settlement discussion relating to casualty or condemnation.

## 6.2 **Taking.**

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

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

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

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



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

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

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

### 6.3 Termination upon Non-Restoration.

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

## ARTICLE VII CONDITION OF PREMISES

### 7.1 Condition; Title.

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

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

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

## 7.2 **No Encumbrances.**

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

## 7.3 **Landlord’s Title and Quiet Enjoyment.**

Landlord represents and warrants that Landlord is seized in fee simple title to the Premises, free and clear and unencumbered, other than as affected by the Permitted Encumbrances. Landlord covenants that, so long as Tenant pays rent and performs the covenants herein contained on its part to be paid and performed, Tenant will have lawful, quiet and peaceful possession and occupancy of the Premises and all other rights and benefits accruing to Tenant under the Lease throughout the Term, without hindrance or molestation by or on the part of Landlord or anyone claiming through Landlord. So long as Tenant is not in default hereunder beyond any notice and grace period applicable thereto, Tenant’s possession of the Premises will not be disturbed by Landlord, its successors or assigns. Landlord further represents and warrants that it has good right, full power and lawful authority to enter into this Lease. Tenant shall order a title insurance commitment on the Premises at least forty-five days prior to the Commencement 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 so long as Tenant is not in default hereunder beyond any grace period applicable thereto, Tenant's possession of the Premises will not be disturbed by Landlord, its successors and assigns.

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

## **ARTICLE VIII** **DEFAULTS AND TERMINATION**

### **8.1 Default.**

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

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

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

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

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



or in writing acquiesce to, any petition commencing an involuntary case against Tenant pursuant to any bankruptcy law; or

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

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

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

(h) Tenant makes any sale, conveyance, assignment or transfer in violation of this Lease.

(i) Following the Commencement Date and after notice and time to cure, Tenant fails to diligently pursue construction of the Project; or

(j) Following the Commencement Date and after notice and time to cure, Tenant fails to maintain insurance as required by this Lease.

## **8.2 Remedies for Tenant's Default.**

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

of this Lease. The obligations of Tenant under this Lease which arose prior to termination shall survive such termination.

### 8.3 **Termination.**

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

(a) Tenant fails to cause the Commencement Date to occur before the end of the Financing Contingency Period.

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

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

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

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

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

### 8.4 **Remedies Following Termination.**

Upon termination of this Lease, Landlord may:

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

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

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

### 8.5 **Regulatory Default.**

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

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

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

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

#### **8.6 Performance by Landlord.**

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

#### **8.7 Costs and Damages.**

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

#### **8.8 Remedies Cumulative.**

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

#### **8.9 Permitted Leasehold Mortgages.**

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



Improvements and closed on or about the Commencement Date (the “**Permitted Leasehold Mortgages**”). No Permitted Leasehold Mortgage shall be an encumbrance on the fee simple interest of the Landlord in the Land/Premises. With respect to the Permitted Leasehold Mortgages, the following provisions shall also apply:

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

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

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

(d) In the case of a default by the Tenant other than in the payment of money, and provided that a Permitted Leasehold Mortgagee has commenced to cure the default and is proceeding with due diligence to cure the default, the Landlord will refrain from terminating this Lease for a reasonable period of time (not to exceed 120 days from the date of the notice of default, unless (i) such cure cannot reasonably be completed within 120 days from the date of the notice of default, and (ii) if the default is curable without possession of the Premises, a Permitted Leasehold Mortgagee continues to diligently pursue such cure to the reasonable satisfaction of the Landlord) within which time the Permitted Leasehold Mortgagee may either (i) obtain possession of the Premises (including possession by receiver); (ii) institute foreclosure proceedings and complete such foreclosure; or (iii) otherwise acquire the Tenant’s interest under this Lease. The Permitted Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which was the subject of the notice shall have been cured. Notwithstanding the foregoing, the Landlord will refrain from terminating this Lease in the event such Permitted Leasehold Mortgagee is enjoined or stayed in such possession or such foreclosure proceedings, and provided that the Permitted Leasehold Mortgagee has delivered to Landlord copies of any and all orders enjoining or staying such action, Landlord will grant such Permitted Leasehold Mortgagee such additional time as is required for such Permitted Leasehold Mortgagee to complete steps to acquire or sell Tenant’s leasehold estate and interest in this Lease by foreclosure of its Permitted Leasehold Mortgage or by other appropriate means with due diligence; however, nothing in this Section shall be construed to extend this Lease beyond the Term.

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

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

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

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

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

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

4. The Permitted Leasehold Mortgagee shall pay the Landlord's reasonable attorneys fees not to exceed \$10,000.

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

**ARTICLE IX**  
**RIGHT OF FIRST OFFER; RIGHT OF FIRST REFUSAL**

**9.1 Landlord's Intent to Market Premises.**

If Landlord, in its sole discretion, decides to sell its interest in the Premises, then, prior to marketing the Premises, Landlord shall give written notice of such intent to Tenant setting forth the terms and conditions on which Landlord desires to sell the Premises (the "**Sales Notice**"). Tenant shall have sixty (60) days thereafter within which to notify Landlord of its intent to purchase the Premises offered for sale upon such terms and conditions as are set forth in the Sales Notice. If such Sales Notice is timely given, the closing shall be ninety (90) days after the date of the Sales Notice. The status of title to be delivered and the instruments to be executed pursuant thereto shall be as stated in the Sales Notice and the amount of earnest money that Tenant shall be required to deposit with the notification of intent to purchase by matching the offer shall be as stated in the Sales Notice. Failure of Tenant to so notify Landlord in a timely manner shall be deemed an election not to purchase. In the event Tenant does not so timely notify Landlord of its intent to purchase the offered property upon the terms and conditions stated in the Sales Notice, Landlord shall be free to market such property on its own or through a broker and thereafter may sell the property, subject to all of the terms and conditions of the Lease or any other legal requirements; provided that Landlord may not sell the Premises on terms and conditions that are materially different from those contained in any Sales Notice received by Tenant without first offering Tenant the opportunity once again to purchase the Premises in accordance with this Section 9.1 upon such materially different terms and conditions upon which Landlord bases its offer of sale.

**9.2 Tenant's Right of First Refusal.**

If Landlord is not marketing the Premises as provided in Section 9.1 above, but receives a written offer in acceptable form from an unrelated third party that Landlord is willing to accept for the purchase of the Premises (a "**Sales Offer**"), Landlord shall notify Tenant of the terms and conditions of such Sales Offer. Tenant shall then have sixty (60) days within which to notify Landlord of its intent to purchase the Premises by matching said Sales Offer and, in the event of such timely response, the closing of the purchase and sale of the Premises shall be in accordance with the terms of such Sales Offer. In the event that timely notice is not given by Tenant to Landlord, Tenant shall be deemed to have elected not to match said Sales Offer, and Landlord shall be free to sell the Premises to such third party on the terms and conditions set forth in the Sales Offer, subject, however, to all terms and conditions of this Lease and any other legal requirements. If Landlord fails to sell the Premises to such third party for an aggregate sales price not less than ninety-five percent (95%) of the sales price set forth in the Sales Offer and otherwise in accordance with the terms of the Sales Offer within one hundred and eighty (180) days after Landlord is entitled to sell the Premises to such third party, the right of first refusal created in this Section 9.2 shall be revived and again shall be enforceable.

**9.3 Mortgagee Notice.**

Tenant shall provide notice to every applicable Permitted Leasehold Mortgagee as to its election to acquire the Premises pursuant to Sections 9.1 or 9.2, above. Such notice shall be delivered within five (5) days following Tenant's notice to Landlord evidencing its intent to purchase the Premises.

9.4 **Mortgagee Rights.**

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

**ARTICLE X**  
**ADDITIONAL PROVISIONS PERTAINING TO REMEDIES**

10.1 **Reinstatement.**

Notwithstanding anything to the contrary contained in the Lease, in the event Landlord exercises its remedies pursuant to Article VIII and terminates this Lease, Tenant may, within 90 days following such termination reinstate this Lease for the balance of the Term by paying to Landlord an amount equal to the actual damages incurred by Landlord as a result of the breach that resulted in such termination, any actual costs or expenses incurred by Landlord as a result of such reinstatement of this Lease and a reinstatement fee of \$25,000, if agreed in the sole and absolute discretion of the Landlord.

10.2 **Notice.**

Notwithstanding anything to the contrary contained in the Lease, Landlord shall not exercise any of its remedies hereunder without having given notice of the Event of Default or other breach or default to Tenant's equity investor (the "**Investor**") (following the admission of the Investor) simultaneously with the giving of notice to Tenant as required under the provisions of Article VIII of the Lease. The Investor shall have the same cure period after the giving of a notice as provided to Tenant, plus an additional period of 60 days and the Investor shall be given all of the same cure rights as a Permitted Leasehold Mortgagee under this Lease. If the Investor elects to cure the Event of Default or other breach or default, Landlord agrees to accept such performance as though the same had been done or performed by Tenant in Landlord's reasonable discretion.

10.3 **Investor.**

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

10.4 **New Manager.**

Notwithstanding anything to the contrary contained in the Lease, Landlord agrees that it will take no action to effect a termination of the Lease by reason of any Event of Default or any other breach or default without first giving to the Investor reasonable time, not to exceed 60 days, to replace Tenant's manager and/or admit an additional manager and cause the new manager to cure the Event of Default or other breach or default; provided, however, that as a condition of such forbearance, Landlord must receive notice from the Investor of the substitution or admission of a new manager of Tenant within 30 days following Landlord's notice to Tenant and the Investor



of the Event of Default or other breach or default, and Tenant, following such substitution or admission of the manager, shall thereupon proceed with due diligence to cure such Event of Default or other breach or default. In no event, however, shall Landlord be required to engage in the forbearance described in this section for a period longer than six (6) months, regardless of the due diligence of the Investor or the new manager.

## **ARTICLE XI** **MISCELLANEOUS**

### **11.1 Construction.**

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

### **11.2 Performance Under Protest.**

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

### **11.3 No Waiver.**

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

### **11.4 Headings.**

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

### **11.5 Partial Invalidity.**

If any terms, covenant, provision or condition of this Lease or the application thereof to any person or circumstances shall be declared invalid or unenforceable by the final ruling of a

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

#### 11.6 **Decision Standards.**

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

#### 11.7 **Bind and Inure.**

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

#### 11.8 **Estoppel Certificate.**

Each party agrees from time to time, upon no less than fifteen (15) days' prior notice from the other or from any Permitted Leasehold Mortgagee, to execute, acknowledge and deliver to the other, as the case may be, a statement certifying that (i) this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Rent has been paid, and that no additional rent or other payments are due under this Lease (or if additional rent or other payments are due, the nature and amount of the same), and (iii) whether there exists any uncured default by the other party, or any defense, offset, or counterclaim against the other party, and, if so, the nature of such default, defense, offset or counterclaim.

#### 11.9 **Recordation.**

On or before the Commencement Date the parties shall deliver a memorandum, notice or short-form of this Lease or this Lease which Tenant shall record in the appropriate office of the Public Records of Palm Beach County. If this Lease is terminated before the Term expires, the parties shall execute, deliver and record an instrument acknowledging such fact and the date of termination of this Lease.

#### 11.10 **Notice.**

Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing, may be delivered on behalf of a party by such party's counsel, and shall be deemed given when received, if (i) delivered by hand, (ii) sent by

registered or certified mail, return receipt requested, or (iii) sent by recognized overnight delivery service such as Federal Express, addressed as follows:

If to the Landlord: Mount Calvary Missionary Baptist Church of Riviera Beach, Inc.  
1111 36th Street  
West Palm Beach, Florida 33127  
Attention: Bishop W. Oshea Granger

and a copy to: 5000 Doors Development, LLC  
437 34<sup>th</sup> Street  
West Palm Beach, Florida 33407  
Attention: Julian Cover & Craig McKenzie

If to Tenant: Gallery at Sunset Park, LLC  
2850 Tigertail Avenue, Suite 800  
Miami, Florida 33133  
Attention: Alberto Milo, Jr.

and a copy to: Bilzin Sumberg Baena Price & Axelrod LLP  
1450 Brickell Avenue, 23<sup>rd</sup> Floor  
Miami, Florida 33131  
Attention: Terry M. Lovell, Esq.

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

#### 11.11 **Entire Agreement.**

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

#### 11.12 **Amendment.**

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

#### 11.13 **Governing Law, Forum, and Jurisdiction.**

This Lease shall be governed and construed in accordance with the laws of the State of Florida. Any dispute arising from this Lease or the contractual relationship between the parties

shall be decided solely and exclusively by State or Federal courts located in Palm Beach County, Florida.

**11.14 Relationship of Parties; No Third Party Beneficiary.**

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

**11.15 Access.**

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

**11.16 Radon Gas.**

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

**11.17 Non-Merger.**

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

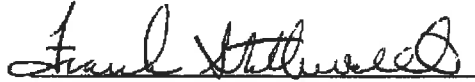
**(Signatures on Following Page)**




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

**LANDLORD:**

**MOUNT CALVARY MISSIONARY BAPTIST  
CHURCH OF RIVIERA BEACH, INC.,** a Florida  
not-for-profit corporation

  
Witness  
Print Name: FRANK STALLWORTH

By:   
Carolyn Williams-Smith, President

  
Witness  
Print Name: Earl Harris


**TENANT:**

**GALLERY AT SUNSET PARK, LLC,** a Florida  
limited liability company

By: Gallery at Sunset Park Manager, LLC, a Florida  
limited liability company, its manager

  
Witness  
Print Name: Kevin Barbano

By:   
Tony Del Pozzo, Vice President

  
Witness  
Print Name: Jose Fernandez de Castro

**EXHIBIT A**

**LAND**

**LEGAL DESCRIPTION**

Being part of Block "D" of Plat No. 1. Westfield at West Palm Beach, recorded in Plat Book 25, Page 248, Public Records of Palm Beach County, Florida, containing 4.66 acres, more or less and more particularly described as follows:

From the P. R. M. located at the southeast corner of Block "D" and being the intersection of the northerly right of way of 36th Street and the Westerly right of way of the S.A.L. Railroad, thence run westerly along a curve concave to the south, said curve being the northerly right of way of 36th Street and having a radius of 8547.82 feet, through an angle of 3° 11' 12" a distance of 475.41 feet, to the Point of Beginning, thence continue westerly along the arc of said curve, through an angle of 2° 40' 42" a distance of 399.57 feet, thence continue westerly along the tangent to the previously described curve a distance of 50.42 feet to the intersection with the canal easterly right of way, thence northerly and at an angle of 91° 04' 41" measured east to north from the previously described course to the tangent of a curve concave to the west, said curve being the canal easterly right of way and having a radius of 2392.01 feet, through an angle of 10° 25' 10" a distance of 435.00 feet, thence easterly and at an angle of 78° 22' 22"-measured south to east from the tangent to the previously described curve a distance of 499.99 feet, thence southerly and at an angle of 89° 47' 43" measured west to south from the previously described course, a distance of 440.00 feet more or less to the Point of Beginning.

**PARCEL CONTROL NUMBER**

74-43-43-05-01-026-0010

**Att. 6** Provide a detailed development pro forma which includes all project sources and uses of funding, and which explicitly states all assumptions. The proposal shall identify all proposed or anticipated sources of all funding. The proposal shall include documentation supporting all proposed construction costs in the form of either an estimate of probable cost prepared by a licensed architect or by written price estimates from at least two (2) licensed contractors. The Respondent shall include in the proposal the preferred method of disbursement as discussed in Section I (J). In the event a preferred method is not identified as part of the submitted proposal, the disbursement of funds will be done on a reimbursement basis. Submit as Attachment 6.

**Detailed Development Pro Forma:** Please see the attached development pro forma for Gallery at Sunset Park which includes all project sources and uses of funding, and which explicitly states all assumptions, provided on the following pages.

**Proposed or Anticipated Sources of All Funding:** Gallery at Sunset Park will be financed as a 4% LIHTC Development with tax-exempt bond financing. Proposed or Anticipated Sources include **Tax-Credit Equity, a Construction Loan, a Permanent Loan, Sponsor Equity, Deferred Developer Fee, and the Palm Beach County Loan.**

Documentation / financial commitments for the Tax-Credit Equity, Construction Loan, Permanent Loan, and Sponsor Equity are provided as part of Attachment 8 to this response. Deferred Developer Fee does not require a commitment letter.

**Documentation Supporting All Proposed Construction Costs:** Documentation supporting all proposed construction costs in the form of an estimate of probable cost prepared by a licensed architect is provided on the following pages.

**Preferred Method of Disbursement:** The preferred method of disbursement is a Draw Basis.

**Extended Affordability:** In addition to the County's minimum Period of Affordability (30 Years), we commit to extending an extra 10 years for a total 40-Year affordability period.



**Gallery at Sunset Park: Mt. Calvary - Workforce Housing**  
EXECUTIVE SUMMARY

Address 1111 36th Street  
West Palm Beach, FL 33407

Total Units 145

SOURCES	Construction Source of Funds	Per Unit	Permanent Source of Funds	Per Unit
	Tax Credit Equity	2,113,440	14,575	7,044,802
First Mortgage	28,750,000	198,276	24,600,000	169,655
GAP - PBC Housing Bond Funds	17,000,000	117,241	17,000,000	117,241
Sponsor Equity / Loan	1,500,000	10,345	1,500,000	10,345
Deferred Developer Fee	7,043,033	48,573	6,261,671	43,184
<b>TOTAL</b>	<b>56,406,473</b>	<b>389,010</b>	<b>56,406,473</b>	<b>389,010</b>

USES		Total	Per Unit
<b>Acquisition Costs</b>			
Mt. Calvary: New Multipurpose Church Facilities		4,125,000	28,448
<b>Construction Costs</b>			
Residential Construction (Mid-Rise)		22,475,000	155,000
297 Surface Parking Spaces		2,970,000	10,000
Sitework		2,500,000	17,241
GC Fees	14%	3,912,300	26,981
Hard Cost Contingency:	5%	1,592,865	10,985
Demolition of Old Church Office Facilities:		350,000	2,414
<i>Total Construction</i>		<u>33,800,165</u>	<u>233,105</u>
<b>Soft Costs</b>			
Builder's Risk & General Liability Insurance / P&P Bonds		1,034,681	7,136
Architectural & Engineering		971,350	6,699
Permits & Municipal Fees		1,668,573	11,507
Other Development Soft Costs		1,490,525	10,279
Legal Fees		545,000	3,759
Financing Costs - Issuance & Origination		1,294,813	8,930
Equity Syndication Costs		221,923	1,531
Reserves & Escrows		856,611	5,908
Construction Interest Reserve		2,334,500	16,100
Soft Cost Contingency	5%	258,256	1,781
<i>Soft Costs</i>		<u>10,676,233</u>	<u>73,629</u>
<b>TOTAL COSTS before Developer Fee</b>		<b><u>48,601,398</u></b>	<b><u>335,182</u></b>
Developer Fee	18%	7,805,075	53,828
<b>TOTAL COSTS</b>		<b><u>56,406,473</u></b>	<b><u>389,010</u></b>



**DEVELOPMENT BUDGET - Gallery at Sunset Park: Mt. Calvary - Workforce Housing**

	Per Unit	Per SF	DEVELOPMENT BUDGET	ELIGIBLE BASIS		
				Acquisition	Construction	Ineligible
<b>Acquisition Costs</b>						
Mt. Calvary: New Multipurpose Church Facilities			4,125,000			4,125,000
<b>Subtotal:</b>			<b>4,125,000</b>			
<b>Construction Costs</b>						
Residential Construction (Mid-Rise)	155,000	229	22,475,000		22,475,000	
297 Surface Parking Spaces	10,000		2,970,000		2,970,000	
Sitework			2,500,000		2,500,000	
<b>Residential Construction Subtotal:</b>		285	<b>27,945,000</b>			
General Requirements:	6%		1,676,700		1,676,700	
Overhead:	2%		558,900		558,900	
Profit:	6%		1,676,700		1,676,700	
<b>Subtotal</b>	219,706	325	<b>31,857,300</b>			
Hard Cost Contingency:	5%	16	1,592,865		1,592,865	
<b>Total Construction Costs</b>	230,691	341	<b>33,450,165</b>			
Demolition of Old Church Office Facilities:			350,000			350,000
<b>Project Soft Costs</b>						
Accountant Cost Cert:			50,000		50,000	
Appraisal:			15,000		15,000	
Market Study:			15,000		15,000	
Phase I ESA			15,000		15,000	
Plan and Cost Review / Utility Allowance			15,000		15,000	
Geotechnical Reports			7,500		7,500	
Architect - Design:	5,172		750,000		750,000	
Landscape Architect			65,000		65,000	
Civil Engineering			125,000		125,000	
Utility Connection Fees	1,600		232,000		232,000	
Threshold Inspections			50,000		50,000	
Other Engineering:			96,350		96,350	
Utility Allowance Study			800		800	
Survey:			50,000		50,000	
Title Costs:	0.50%		139,725		118,766	20,959
Green Building Cert / UFAS Cert			50,000		50,000	
Lender Inspection Fees:			75,000		75,000	
Marketing:			150,000			150,000
Builders Risk Insurance			515,133		515,133	
P&P Bonds			200,976		200,976	
Permits	1.0%		418,573		418,573	
Impact Fees			1,250,000		1,250,000	
Private Provider Inspections			205,500		205,500	
FPL Underground & Utility Relocation			25,000		25,000	
FF & E			200,000		200,000	
Permit Expediter			10,000		10,000	
Site Security			100,000		100,000	
Traffic Study			10,000		10,000	
Liability Insurance	1.00%		318,573		318,573	
Reproduction & Misc Admin Costs			10,000			10,000
<b>Subtotal:</b>	35,622		<b>5,165,129</b>			
<b>Developer Legal Costs</b>						
Borrower Counsel:			150,000		75,000	75,000
Other Counsel			25,000			25,000
Land Use Counsel			50,000			50,000
<b>Subtotal:</b>	1,552		<b>225,000</b>			
<b>Financing Costs</b>						
Documentary Stamps/Recording Fees			50,000		50,000	
Bond Application Fee			1,500			1,500
Perm Lender Origination Fees:	1.00%		246,000			246,000
Construction Lender Origination Fees:	1.00%		287,500			287,500

**DEVELOPMENT BUDGET - Gallery at Sunset Park: Mt. Calvary - Workforce Housing**

	Per Unit	Per SF	DEVELOPMENT BUDGET	ELIGIBLE BASIS	
Issuer Ongoing Annual Fee:	0.15%		107,813		107,813
Underwriter Fees:			40,000		40,000
Trustee Fee:			16,000		16,000
TEFRA Fees			6,000		6,000
Lender Due Diligence			25,000		25,000
Placement Agent			37,500		37,500
Issuer Upfront Origination Fee:	0.20%		57,500		57,500
Freddie Mac Application Fee	0.10%		28,750		28,750
Freddie Mac Standby Fee:	0.15%		86,250		86,250
FHFC / HFA Application Costs			75,000		75,000
Subordinate Loan Origination Fees	1.00%		170,000		170,000
HFA Financial Advisor			60,000		60,000
<b>Subtotal:</b>	8,930		<b>1,294,813</b>		
<b>Financing Legal Costs</b>					
Bond Counsel:			75,000		75,000
Lender Counsel:			75,000		75,000
Syndicator DD			75,000		75,000
Issuer Counsel			25,000		25,000
GSE Legal:			70,000		70,000
<b>Subtotal:</b>	2,207		<b>320,000</b>		
<b>Equity Syndication Costs</b>					
Up-Front LIHTC Admin Fees:	9%		68,923		68,923
LIHTC Application Fees:			3,000		3,000
Capitalized Monitoring Fees:			150,000		150,000
<b>Subtotal:</b>			<b>221,923</b>		
<b>Reserves and Escrows</b>					
Replacement Reserve:	300		43,500		43,500
Operating Deficit Reserve:	3		713,111		713,111
Lease-up Reserve			100,000		100,000
Construction Interest Reserve	7.25%		2,334,500	1,307,320	1,027,180
<b>Subtotal:</b>			<b>3,191,111</b>		
<b>Soft Cost Contingency</b>					
	5%		258,256	249,209	9,048
<b>Developer Fee</b>					
	18%		7,805,075	7,805,075	-
<b>Total Development Budget:</b>	389,010		<b>56,406,473</b>	-	<b>47,920,940</b>
					<b>8,485,534</b>

LIHTC EQUITY CALCULATION			
			Totals
Basis Boost:	<del>0</del>	0	0
Total Eligible Basis:	0	47,920,940	47,920,940
Applicable Fraction:	39.95%	39.95%	
Total Qualified Basis:	0	19,145,398	19,145,398
LIHTC Value Factor:	4.00%	4.00%	
Annual LIHTC Allocation:	0	765,816	765,816
LP Investor Interest:	99.99%	99.99%	
LIHTC Price per \$1:	\$0.92	\$0.92	
Calculated LIHTC Equity Raise:	0	7,044,802	7,044,802
Actual LIHTC Equity Raise:			7,044,802





April 1, 2024

RE: Gallery at Sunset Park Estimate of Probable Cost

To Whom it May Concern,

The proposed Gallery at Sunset Park will be located within the City of West Palm Beach. The site is located at 1111 36th Street.

The construction will include a 7 story, mid-rise, residential building of 145 units with a mix of 60% one-bedroom and 40% two-bedroom unit types intended to provide affordable, workforce and mixed-income housing.

Reasonable costs have been estimated based on the project scope and prevailing market conditions. Our cost estimate for the project would be an estimated General Contractor contract in the amount of \$31,857,300 (equivalent to \$219,705 per unit).

Respectfully submitted,

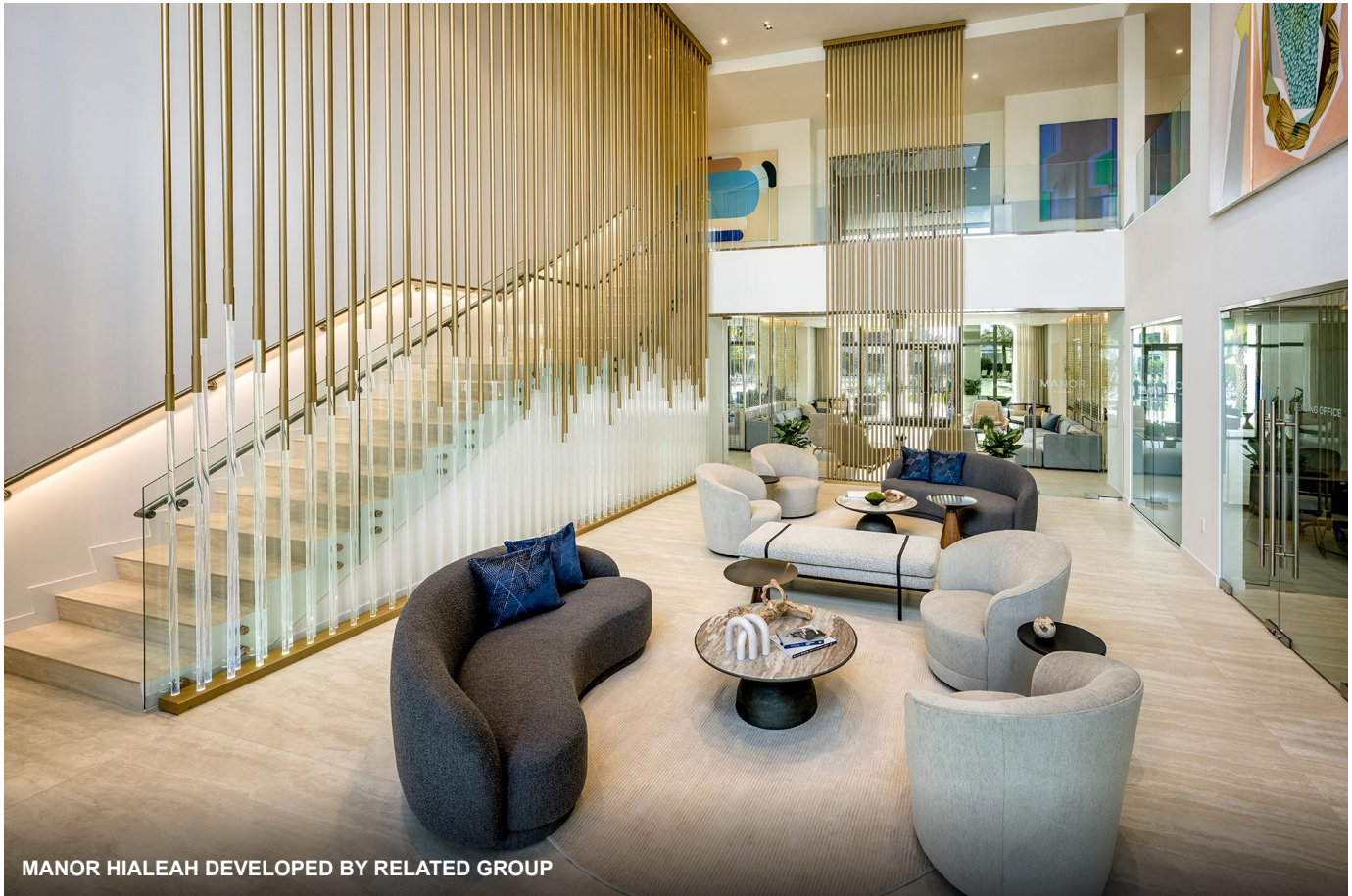
Sandy Peaceman, RA LEED AP  
President  
CFE Architects, PA



**Att. 7** Provide a detailed 15-year operating pro forma that includes all project revenues, expenses, debt service, and reserves, and which explicitly states all assumptions. Submit as Attachment 7.

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Please see the following pages for a detailed 15-year operating pro forma that includes all project revenues, expenses, debt service, and reserves, and which explicitly states all assumptions.



**SCHEDULE OF FORECASTED BASE-YEAR REVENUES AND EXPENSES**

**Project:** Gallery at Sunset Park: Mt. Calvary - Workforce Housing  
**Project County:** Palm Beach County

**RENT CALCULATIONS**

Unit Type	Income Level Served	Number of BRs	Unit Size in SF	Number of Units	Gross Rent Based on AMI	Utility Allow	Net Rent Based on AMI	Current Mkt. Rent	Pro Forma Rent	Rent PSF	Annual Rent
WKFC	60%	1	582 SF	35	1,096	75	1,021	2,675	1,021	\$1.75	428,820
WKFC	120%	1	582 SF	52	2,193	-	2,193	2,675	2,193	\$3.77	1,368,432
WKFC	60%	2	817 SF	23	1,315	110	1,205	3,250	1,205	\$1.47	332,580
WKFC	120%	2	817 SF	35	2,631	-	2,631	3,250	2,631	\$3.22	1,105,020
				145			269,571				3,234,852

**ANNUAL OPERATING**

	<b>UNTRENDED</b>	<b>Annual</b>
	<b>Annual</b>	<b>Rents / Unit</b>
Residential Income - Workforce & Affordable	\$ 3,234,852	\$ 22,309
Other Income	43,500	300
<b>Gross Potential Income</b>	<b>3,278,352</b>	<b>22,609</b>
Affordable Vacancy 5%	163,918	1,130
<b>EFFECTIVE GROSS INCOME (EGI)</b>	<b>3,114,434</b>	<b>21,479</b>
General & Administrative	43,500	300
Payroll	217,500	1,500
Utilities	145,000	1,000
Marketing	50,750	350
Maintenance & repairs	58,000	400
Service contracts	43,500	300
Management Fee 4%	124,577	859
Professional Expenses	14,500	100
<b>Subtotal - Controllable</b>	<b>697,327</b>	<b>4,809</b>
Real Estate Taxes	181,250	1,250
Property and Liability Ins.	217,500	1,500
Replacement Reserve	43,500	300
<b>Subtotal - Noncontrollable</b>	<b>442,250</b>	<b>3,050</b>
<b>Total Annual Operating Expenses &amp; Reserves</b>	<b>1,139,577</b>	<b>7,859</b>
<b>NET OPERATING INCOME</b>	<b>1,974,857</b>	<b>13,620</b>
Issuer Servicing Fee	36,900	254
County Bond Monitoring Fee	4,500	31
<b>AVAILABLE CASH FLOW</b>	<b>1,933,457</b>	<b>13,334</b>

**OPERATING PROFORMA - Gallery at Sunset Park: Mt. Calvary - Workforce Housing**

		Base Year PF	Stabilized Year 1	Stabilized Year 2	Stabilized Year 3	Stabilized Year 4	Stabilized Year 5	Stabilized Year 6	Stabilized Year 7	Stabilized Year 8	Stabilized Year 9	Stabilized Year 10	Stabilized Year 11	Stabilized Year 12	Stabilized Year 13	Stabilized Year 14	Stabilized Year 15
<b>Revenue</b>																	
<b>Rental Income</b>																	
Affordable & Workforce	2.5%	3,234,852	3,332,381	3,415,691	3,501,083	3,588,610	3,678,325	3,770,283	3,864,541	3,961,154	4,060,183	4,161,687	4,265,730	4,372,373	4,481,682	4,593,724	4,708,567
<b>Total Rent Revenue</b>		3,234,852	3,332,381	3,415,691	3,501,083	3,588,610	3,678,325	3,770,283	3,864,541	3,961,154	4,060,183	4,161,687	4,265,730	4,372,373	4,481,682	4,593,724	4,708,567
<b>Rent Loss</b>																	
Affordable Vacancy	5.0%	163,918	168,860	173,070	177,385	181,808	186,342	190,988	195,750	200,631	205,634	210,762	216,018	221,405	226,926	232,585	238,385
<b>Total Rent Loss</b>		163,918	168,860	173,070	177,385	181,808	186,342	190,988	195,750	200,631	205,634	210,762	216,018	221,405	226,926	232,585	238,385
<b>Other Revenue</b>																	
Other Income	2.0%	43,500	44,812	45,708	46,622	47,554	48,505	49,476	50,465	51,474	52,504	53,554	54,625	55,717	56,832	57,968	59,128
<b>Total Other Revenue</b>		43,500	44,812	45,708	46,622	47,554	48,505	49,476	50,465	51,474	52,504	53,554	54,625	55,717	56,832	57,968	59,128
<b>Effective Gross Income</b>		3,114,434	3,208,333	3,288,329	3,370,320	3,454,356	3,540,489	3,628,771	3,719,255	3,811,997	3,907,052	4,004,479	4,104,337	4,206,686	4,311,588	4,419,108	4,529,310
<b>Expenses</b>																	
General & Administrative	3.0%	43,500	45,472	46,836	48,241	49,689	51,179	52,715	54,296	55,925	57,603	59,331	61,111	62,944	64,832	66,777	68,781
Payroll	3.0%	217,500	227,361	234,181	241,207	248,443	255,896	263,573	271,480	279,625	288,014	296,654	305,554	314,720	324,162	333,887	343,903
Utilities	3.0%	145,000	151,574	156,121	160,805	165,629	170,598	175,715	180,987	186,417	192,009	197,769	203,702	209,813	216,108	222,591	229,269
Marketing	3.0%	50,750	53,051	54,642	56,282	57,970	59,709	61,500	63,345	65,246	67,203	69,219	71,296	73,435	75,638	77,907	80,244
Maintenance & repairs	3.0%	58,000	60,629	62,448	64,322	66,251	68,239	70,286	72,395	74,567	76,804	79,108	81,481	83,925	86,443	89,036	91,708
Service contracts	3.0%	43,500	45,472	46,836	48,241	49,689	51,179	52,715	54,296	55,925	57,603	59,331	61,111	62,944	64,832	66,777	68,781
Management Fee	4.0%	124,577	128,333	131,533	134,813	138,174	141,620	145,151	148,770	152,480	156,282	160,179	164,173	168,267	172,464	176,764	181,172
Professional Expenses	3.0%	14,500	15,157	15,612	16,080	16,563	17,060	17,572	18,099	18,642	19,201	19,777	20,370	20,981	21,611	22,259	22,927
Real Estate Taxes	3.0%	181,250	189,467	195,151	201,006	207,036	213,247	219,644	226,234	233,021	240,011	247,212	254,628	262,267	270,135	278,239	286,586
Insurance	3.0%	217,500	227,361	234,181	241,207	248,443	255,896	263,573	271,480	279,625	288,014	296,654	305,554	314,720	324,162	333,887	343,903
Replacement Reserve	3.0%	43,500	43,500	44,805	46,149	47,534	48,960	50,428	51,941	53,500	55,104	56,758	58,460	60,214	62,021	63,881	65,798
<b>Total Cost of Operations</b>		1,139,577	1,187,377	1,222,348	1,258,352	1,295,420	1,333,583	1,372,873	1,413,324	1,454,970	1,497,847	1,541,991	1,587,440	1,634,232	1,682,407	1,732,006	1,783,071
<b>Net Operating Income</b>		1,974,857	2,020,956	2,065,980	2,111,967	2,158,936	2,206,907	2,255,898	2,305,931	2,357,027	2,409,205	2,462,488	2,516,897	2,572,454	2,629,182	2,687,102	2,746,239
Issuer Servicing Fee	0.15%	36,900	36,900	36,900	36,900	36,900	36,900	36,900	36,900	36,900	36,900	36,900	36,900	36,900	36,900	36,900	36,900
County Bond Monitoring Fee	0.0%	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500
<b>Available Cash Flow</b>		1,933,457	1,979,556	2,029,080	2,075,067	2,122,036	2,170,007	2,218,998	2,269,031	2,320,127	2,372,305	2,425,588	2,479,997	2,535,554	2,592,282	2,650,202	2,709,339
<b>Debt Service - Hard</b>																	
First Mortgage	Rate																
Interest Payments			1,533,464	1,524,298	1,514,542	1,504,159	1,493,108	1,481,346	1,468,828	1,455,504	1,441,323	1,426,231	1,410,167	1,393,071	1,374,874	1,355,507	1,334,895
Principal Payments			142,503	151,669	161,425	171,808	182,859	194,621	207,140	220,463	234,644	249,736	265,800	282,897	301,093	320,460	341,073
Total	6.25%		1,675,967	1,675,967	1,675,967	1,675,967	1,675,967	1,675,967	1,675,967	1,675,967	1,675,967	1,675,967	1,675,967	1,675,967	1,675,967	1,675,967	1,675,967
<b>Net Cash Flow</b>			303,589	353,113	399,100	446,069	494,039	543,031	593,064	644,160	696,338	749,621	804,030	859,587	916,314	974,235	1,033,372
PBC Housing Bond Interest	1.0%		170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000
<b>Deferred Developer Fee Balance</b>			6,261,671	6,133,082	5,955,119	5,731,324	5,460,718	5,142,306	4,775,072	4,357,978	3,889,968	3,369,963	2,796,866	2,169,556	1,486,890	747,705	-
LP Asset Management Fee	3.0%		5,000	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
Deferred Developer Fee and Inter	0.0%		128,589	177,963	223,796	270,605	318,412	367,235	417,094	468,010	520,004	573,097	627,310	682,666	739,186	747,705	-
<b>Cash Flow After Developer Fee</b>			-	-	-	-	-	-	-	-	-	-	-	-	-	49,188	855,809

**Att. 8** *Provide documentation evidencing availability of all sources of funding required for the non-County balance of the project development budget. Acceptable documentation includes documentation from the funding source(s) providing a firm or a conditional commitment to fund and identifying all terms and conditions. If development sources include Palm Beach County Workforce Housing Program (WHP) exchange funding, the proposal shall include documentation from the County's Planning, Zoning and Building (PZB) Department, confirming the amount and eligibility of the WHP exchange funds for the project. If the development is within the boundary of a municipality, the municipal financial contribution should be identified and documented with a letter from the appropriate City Official. The proposal shall also document availability of all sources of operating subsidy (if any), including project-based voucher subsidies. Submit as Attachment 8.*

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**Documentation Evidence Availability of All Sources of Funding:** Please see the following pages for documentation evidencing availability of all sources of funding for the non-County balance of the project development budget. These are included as documentation from the funding source(s) providing a firm or a conditional commitment to fund and identifying all terms and conditions.

Gallery at Sunset Park will be financed as a 4% LIHTC Development with tax-exempt bond financing. Proposed or Anticipated Sources include **Tax-Credit Equity**, a **Construction Loan**, a **Permanent Loan**, **Sponsor Equity**, **Deferred Developer Fee**, and the **Palm Beach County Loan**.

Documentation / financial commitments are provided on the following pages. Deferred Developer Fee does not require a commitment letter.

**Palm Beach County Workforce Housing Program:** Gallery at Sunset Park is not utilizing Palm Beach County's Workforce Housing Program or exchange funds.

**Municipal Financial Contribution:** The City of West Palm Beach offers a wide range of benefits to developers of affordable and workforce housing. Building permit applications for affordable and workforce housing projects in the City of West Palm Beach are processed under an Expedited Plan Review and Expedited Permitting Fees are waived. In addition, the City waives capacity charges for water and wastewater for affordable and workforce projects in accordance with Resolution 83-16. Public Art Requirements from the City of West Palm Beach are waived for affordable housing projects, where at least 51% of units serve households at or below 140% AMI.

**These incentives are evidenced within the City of West Palm Beach's Local Housing Assistance Plan and City of West Palm Beach Land Development Code on the following pages.**

**Operating Subsidy:** No sources of operating subsidy are proposed.





March 29, 2024

Mr. Albert Milo, Jr.  
Gallery at Sunset Park, LLC  
2850 Tigertail Avenue, Suite 800  
Miami, FL 33133

Re: Gallery at Sunset Park, West Palm Beach, FL (the "Property"), 145 units

Mr. Milo:

Thank you for considering Grandbridge Real Estate Capital ("Grandbridge") as a potential permanent lender for Gallery at Sunset Park, located in West Palm Beach, FL. Based upon our review and analysis of the information you have supplied, we are pleased to provide the following permanent financing loan proposal.

**Proposed Financing Terms:**

Borrower/Applicant:	Gallery at Sunset Park, LLC or such other entity acceptable to Grandbridge.
Manager:	Gallery at Sunset Park Manager, LLC or such other entity acceptable to Grandbridge.
Developer:	Gallery at Sunset Park Developer, LLC or such other entity acceptable to Grandbridge.
Guarantor:	PRH Investments LLC or such other entity acceptable to Grandbridge.
Loan / Purpose:	\$24,600,000 to provide permanent financing to the project, subject to final underwriting.
Term:	17.5 years (2.5 year unfunded forward commitment followed by 15 year term)
Interest Rate:	The interest rate on the Loan (the "Interest Rate") is estimated to be 6.25%, which rate assumes that the yield on the 10-Year Treasury at the time of rate lock is 4.22% (as of 3/29/2024). The Interest Rate is an estimate and components of the Interest Rate adjust daily and are subject to overall fluctuations in the capital markets.
Origination Fee:	1.0% of the loan amount
Collateral:	First mortgage; other typical pledges and assignments.
Guarantee:	Non-recourse to Borrower and Guarantor, with standard carve-outs

Loan to Value: 80%

Minimum DSCR: 1.15x based on the actual Interest Rate determined at rate lock.


Amortization Period: 40 years subject to agency approval.

Subordinate Financing: Subordinate Financing will be permitted subject to Grandbridge's approval.

Lending Program: Freddie Mac or Fannie Mae

This mortgage loan proposal is contingent upon final credit approval and completion of the underwriting and due diligence process, including without limitation receipt of appraisals, environmental reports, Grandbridge engineer's reports and all final budgets and operating pro forma, all satisfactory to Grandbridge in its sole and absolute discretion. Either party may terminate negotiations regarding this proposal at any time for any reason and Grandbridge may revoke this proposal and shall have no obligations hereunder if any of the conditions set forth herein are not satisfied as Grandbridge requires in its sole and absolute discretion. We reserve the right to modify and/or add to any terms described in this letter following receipt and review of due diligence materials. The foregoing is intended to summarize the structure and basic terms and conditions (subject to modification upon completion of due diligence by Grandbridge) upon which Grandbridge may provide the financing described herein and is not an inclusive statement of all provisions, documents or requirements of a closing. This proposal letter is not intended to and shall not create a legally binding obligation on the part of Grandbridge.

Sincerely,  
Grandbridge Real Estate Capital

By:  \_\_\_\_\_  
Name and Title: Sarah Lee, Director

## Preliminary Loan Sizing

Preliminary Loan Sizing		INCOME		Loan Sizing	
# Units	145		Amount	%	\$/Unit
Loan Amount	\$ 24,600,000	Gross Potential Rent	\$3,234,852	100.0%	\$22,309
		Vacancy	-\$163,918	-5.1%	(\$1,130)
10-yr Treasury Rate (assumed at closing)	4.22%	Bad Debt/Collection Loss	\$0	0.0%	\$0
Spread (assumed at closing)	2.03%	Concessions	\$0	0.0%	\$0
Total Rate (assumed at closing)	6.25%	Baseline Adjustment	\$0	0.0%	\$0
		<b>Net Rental Income</b>	<b>\$3,070,934</b>	<b>100.0%</b>	<b>\$21,179</b>
		Laundry/Vending	\$0	0.0%	\$0
		Parking	\$0	0.0%	\$0
		Other Income	\$43,500	1.4%	\$300
		<b>Effective Gross Income</b>	<b>\$3,114,434</b>	<b>101.4%</b>	<b>\$21,479</b>
		Real Estate Taxes	\$181,250	5.9%	\$1,250
		Property Insurance	\$217,500	7.1%	\$1,500
		Utilities	\$145,000	4.7%	\$1,000
		Repairs and Maintenance	\$101,500	3.3%	\$700
		Management Fee	\$124,577	4.0%	\$859
		Payroll and Benefits	\$217,500	7.1%	\$1,500
		Marketing	\$50,750	1.7%	\$350
		Professional Fees	\$14,500	0.5%	\$100
		General and Administrative	\$48,000	1.6%	\$331
		Other Expenses	\$36,900	1.2%	\$254
		Ground Rent	\$0	0.0%	\$0
		<b>Total Expenses</b>	<b>\$1,137,477</b>	<b>37.0%</b>	<b>\$7,845</b>
		<b>Net Operating Income</b>	<b>\$1,976,957</b>	<b>64.4%</b>	<b>\$13,634</b>
		Capital Reserve	\$43,500	1.4%	\$300
		Extraordinary Capital Items	\$0	0.0%	\$0
		<b>Total Capital Expenses</b>	<b>\$43,500</b>	<b>1.4%</b>	<b>\$300</b>
		<b>Total Expenses Incl Cap'l Expenses</b>	<b>\$1,180,977</b>	<b>37.9%</b>	<b>\$8,145</b>
		<b>Net Cash Flow (NOI w/Cap'l Expenses)</b>	<b>\$1,933,457</b>	<b>62.1%</b>	<b>\$13,334</b>
		<b>Debt Service</b>	<b>1,675,967</b>		
		<b>Actual Debt Service Coverage</b>	<b>1.15</b>		



March 28, 2024

Alberto Milo, Jr.  
Gallery at Sunset Park, LLC  
2850 Tigertail Avenue, Suite 800  
Miami, FL 33133

**Re:** Gallery at Sunset Park  
West Palm Beach, Palm Beach County, Florida

Dear Mr. Milo:

Thank you for considering JPMorgan Chase Bank, N.A. (“JPMorgan Chase” or “Lender”) as a potential construction lender for the development of affordable and workforce rental housing to be known as **Gallery at Sunset Park**, and located in Palm Beach County, Florida. We have completed a preliminary review of the materials you have submitted, and the following is a brief outline of the terms that we propose to underwrite for credit approval. Of course, this letter is for discussion purposes only and does not represent a commitment by JPMorgan Chase to provide financing for the project nor an offer to commit, but is rather intended to serve as a basis for further discussion and negotiation should you wish to pursue the proposed transaction. Our interest and preliminary terms are subject to change as our due diligence and discussions with you continue. Such a commitment can only be made after due diligence materials are received, reviewed and approved and credit approval has been obtained.

**Facilities:** JPMorgan Chase will provide a credit facility in the amount of **\$28,750,000**, the proceeds of which will fund a construction loan to the Borrower.

**Borrower:** Gallery at Sunset Park, LLC

**Managing Member:** Gallery at Sunset Park Manager, LLC.

**Project:** Gallery at Sunset Park will consist of a 145-unit affordable and workforce rental housing property that will be targeted towards family-oriented households and located in the City of West Palm Beach, Palm Beach County, Florida.

**Initial Term:** 24 months.

**Interest Rate:** The Construction Loan (including the principal amount of any advance after the initial advance) shall bear interest at a per annum interest rate equal to the One-Month Term SOFR plus 190 basis points (the “Interest Rate”). Any one-month Term SOFR less than 3.00% shall be deemed to be 3.00%. The construction interest reserve will be calculated with a cushion determined by Lender. The current indicative rate is **7.23%**.

**Commitment Fee:** 1% of the loan amount.

**Extension Option:** One, conditional, six-month maturity extension.

**Extension Fee:** 0.25% of the sum of the loan balance and the amount remaining of the original commitment.



Collateral: First mortgage; other typical pledges and assignments.

Guarantee: Full payment and completion guarantees and environmental indemnity by guarantors/indemnitor(s) satisfactory to JPMorgan Chase.

Developer Fee: Assigned to Lender. Notwithstanding provisions of the LP or LLC Agreement, any payments of developer fee prior to permanent debt conversion are subject to Lender's prior approval.

Tax Credit Equity: At least 15% must be paid in at closing. The identity of the equity investor and pay-in schedule for this transaction must be disclosed and acceptable to the Lender in its sole discretion.

Subordinate Liens: Subordinate financing will be permitted subject to approval of terms by JPMorgan Chase and permanent lender, if any.

Repayment: Construction Loan will be repaid from equity funded up to and from the permanent loan.

Loan to Value: Up to 80% including the value of the real estate and low income housing tax credits.

Contract Bonding: 100% Payment and Performance Bonds from "A" rated surety

We appreciate the opportunity to discuss with you the possibility of providing construction financing for the proposed project. This letter of interest is for your, and the local governmental agency as well as the tax credit allocating agency's information and use only, and is not to be shown to or relied upon by other parties. **Please note, credit markets are volatile. Loan fees and interest rates are subject to adjustment prior to Construction Loan Closing.** JPMorgan Chase and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transaction described herein or otherwise. JPMorgan Chase and its affiliates may share information about you in connection with the potential transaction or other possible transactions with you.

This letter, which expires July 31, 2024, serves as an outline of the principal terms of the proposed facility, and is subject to receipt and satisfactory review of all due diligence materials by Lender and to change as described above. JPMorgan Chase cannot extend any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

Sincerely,

JPMORGAN CHASE BANK, N.A



By: \_\_\_\_\_  
 Tammy Haylock-Moore, Authorized Officer

March 29th, 2024

Mr. Alberto Milo, Jr.  
Gallery at Sunset Park, LLC  
2850 Tigertail Avenue, Suite 800  
Miami, FL 33133

**Re: Gallery at Sunset Park -West Palm Beach, Florida**, a new construction apartment complex to-be-built with a total of 145 units of affordable and workforce housing in Palm Beach County.

Dear Alberto:

Thank you for the opportunity for Truist Community Capital, LLC (the “Investor” or “TCC”) to review this transaction and to provide this initial letter of interest and preliminary indicative terms (this “Term Sheet”) as a basis for further discussion regarding the feasibility of TCC and/or its affiliates providing financing for the Project. Subject to the terms and conditions of this letter and such other matters as TCC considers relevant, an affiliate of TCC will consider making an equity investment in the above referenced Project. The undersigned acknowledges and agrees that all information provided herein shall be true, correct, and complete in all material respects.

*This Term Sheet is for discussion purposes only and sets forth preliminary indicative terms and conditions of a proposed equity investment in a limited partnership that will construct, develop, own and operate the above referenced Project. We do note that any financing opportunity such as this one in which we are expressing an early interest in evaluating pursuant to this Term Sheet is subject to our institution’s underwriting and legal due diligence processes (including satisfactory appraisal(s) that meet our applicable regulatory guidelines), as well as internal credit approval (which may or may not be forthcoming and may be based on underlying market conditions beyond the circumstances of the Project). This Term Sheet shall not constitute an offer, commitment, or agreement to arrange, provide or deliver financing of this Project.*

**1. Summary:**

**Beneficiary of Equity Proceeds:** Gallery at Sunset Park, LLC

**Equity Paid Prior to Construction Completion:** \$2,113,440

**Eligible Housing Credit Request Amount:** \$765,816 of annual tax credits

**Dollar Amount of Housing Credit Allocation to be Purchased:** \$7,657,394 of total tax credits (10 years of tax credits times the Investor Limited Partner’s 99.99% ownership)

**Total Equity to Be Provided** \$7,044,802

**Tax Credit Price:** \$0.92

**2. Project Information:**

**Company Name:** Gallery at Sunset Park, LLC a Florida limited liability company (“Company”).

**Project Name/Description:** Gallery at Sunset Park, a 145-unit new construction complex with related site amenities.

**Manager:** Gallery at Sunset Park Manager, LLC (the “Manager”) will be the managing member of the Limited Liability Company.

**Developer:** Gallery at Sunset Park Developer, LLC. (the “Developer”) will act as the Developer of the property, pursuant to a Development Agreement acceptable to Investor Member.

**General Contractor:** Related Urban Construction, LLC will be the General Contractor.

**Guarantors:** The term “Guarantors” shall mean Gallery at Sunset Park Manager, LLC and PRH Investments, LLC. All obligations of the Manager under the Project Documents will be jointly and severally guaranteed by the Guarantors. TCC will have the right to accept or reject the Guarantor(s) in its sole discretion based on a detailed financial and background review.

**Management Company:** TRG Management Company, LLLP. shall be the initial Management Company.

**Limited Partner Pay In Schedule:**

**Capital Contribution #1:**(30.0%) \$2,113,440 to be provided prior to or simultaneously with the closing of the Construction Loan.

**Capital Contribution #2:** (20.0%) \$1,408,961 upon receipt of 1) certification by Limited Partner Construction Inspector that the Project was 100% completed in accordance with the plans and specifications, 2) radon testing results. A portion of this capital contribution will be used to partially pay down the outstanding Construction Loan.

**Capital Contribution #3:** (45.0%) \$3,170,161 upon the latest to occur: 1) certification by Limited Partner Construction Inspector that the Project is 100% complete in accordance with the plans and specifications 2) receipt of all requisite certificates of occupancy 3) receipt of satisfactory ALTA as built survey, 4) satisfactory radon testing 5) evidence that application has been made for Forms 8609 on all LIHTC units, 6) Final Accountant’s Cost Certification certifying the amount of the Annual Credits, and all costs, 7) physical occupancy of 90% of the units by qualified tenants at pro forma rents and qualified leases, 8) all permanent loans have closed on the property and 9) achievement of debt service coverage of all contemplated payments of principal and interest of 1.15x on first mortgage must pay debt for a period of three (3) consecutive calendar months. The Operating Deficit Reserve is expected to be funded in this draw.

**Capital Contribution #4:** (5.0%) \$352,240 upon the latest to occur of: 1) receipt of properly executed Forms 8609 representing all LIHTC units, 2) stabilized physical occupancy of 100% of the units by Section 42 compliant tenants at pro forma rents and compliant leases for 90 consecutive days, and 3) recording of an “extended low-income housing commitment”.

**Representations and Warranties:** Customary representations and warranties with respect to the Project, the Partnership, and the low income tax benefits to Limited Partner will be made jointly and severally by the General Partner and the Guarantor, as set forth in the Project Documents.

**Reserve Requirements:**

1) Operating Deficit Reserve: \$713,111– which represents 3 months of Operating Expenses, Debt Service and Replacement Reserves on the low-income units.

2) Capital Replacement Reserve: The Partnership will establish and maintain a reserve for capital replacements at the higher of \$300.00 per unit per year (without escalation) or an amount required by the permanent lender.

**Cash Flow:**

After payment of all operating expenses and debt service, cash flow (after the stabilization of the Project) will be distributed within ninety (90) days after the end of each fiscal year, in the following priority:

- (i) To payment of all amounts due and owing to the Investor,
- (ii) To replenish amounts withdrawn from the Operating Deficit Reserve,
- (iii) To repayment of any voluntary loans then outstanding,
- (iv) To payment of the Investor’s Asset Management Fee,
- (v) To repayment of the Deferred Developer Fee,
- (vi) To repayment of any outstanding Negative Cash Flow Loans,
- (vii) 10% to the Investor,
- (viii) The balance, 90% to the General Partner.

**Capital Transactions:**

During the LIHTC compliance period, Limited Partner must approve terms and conditions related to any financing, refinancing or substitute credit enhancement of the Project. Use of proceeds from any sale, financing or refinancing would be prioritized as follows:

- (i) To discharge the debts and obligations, including expenses associated with sale or refinancing and to fund reserves for contingent third-party liabilities,
- (ii) To payment of any shortfalls in LIHTC due and owing but not paid to the Investor;
- (iii) To payment of all other amounts due and owing to the Investor,
- (iv) To repayment of any voluntary loans then outstanding,
- (v) To repayment of the Investor limited partner’s Asset Management Fees that are outstanding,
- (vi) To repayment of the Deferred Developer Fee,
- (vii) To repayment of any outstanding Negative Cash Flow Loans,
- (viii) \$1,000 to the Special Limited Partner
- (ix) The balance, 90% to the General Partner and 10% to TCC.

*For purposes of the foregoing, “Partnership Agreement” shall mean that Limited Partnership Agreement, as may be amended entered into by the General Partner and Investor, dated as of the closing date of the Construction Loan. “Project Documents” as used herein, shall include the Partnership Agreement.*

*This Term Sheet is for your confidential use only and is sent to you on the condition that neither the existence of this Term Sheet nor its contents will be disclosed publicly or privately to any person or entity, except to those of the Company’s officers, employees, agents, counsel or accountants directly involved with this proposed financing and then only on the basis that it not be further disclosed. Notwithstanding the foregoing, TCC consents to the use and disclosure of this Term Sheet in connection with your application for tax credits with any housing finance or similar agency. Without limiting the generality of the foregoing, none of such persons shall use or refer to the Bank or any of its affiliates in any disclosure made in connection with the proposed transaction without the Bank’s prior written consent.*

*This entire proposal is made based on representations by the General Partner, the Developer, and/ or their agents, as to all facts regarding the Project, including but not limited to , the credit worthiness and financial viability of the General Partner, project Partnership, and the Guarantor(s). TCC’s investment is subject to receipt, review and*



*approval of all environmental and geological reports, site inspections, appraisal, market study, personal and / or corporate financial statements of the Guarantors and General Partners, revised construction budgets, revised development budget and total project costs, plans and specifications, financing sources, cash flow projections, the construction contract, organizational documents and other items deemed necessary by TCC to make an informed investment decision. Terms are subject to change upon the completion of TCC's underwriting and legal due diligence, and changes to the financial projections and other pertinent information provided by you or your agents.*

*We are pleased to have this opportunity to further discuss partnering with you on this property. Should you have any questions or comments please give me a call. Unless acknowledged, this preliminary proposal will expire and be of no further force and effect on April 15th, 2024. Once acknowledged, the proposal will remain in effect until July 15th, 2024, but shall be subject in all respects to further modification, supplementation and addition to the conditions as the Bank proceeds with legal and underwriting due diligence (including an analysis of underlying market conditions), and in the event that such additional diligence discloses factors or considerations that may change the ability for TCC or the Bank to obtain credit approval on such terms, TCC may withdraw such preliminary proposal by notice to you. Thank you for the opportunity to present these preliminary indicative terms, and we look forward to further discussions regarding the Project*

Sincerely,

*Lauren Kew*

Lauren Kew  
Vice President

# RUDG, LLC

April 1, 2024

Mr. Alberto Milo, Jr.  
RUDG, LLC  
2850 Tigertail Avenue, Suite 800  
Miami, FL 33133  
(305) 460 9900

RE: Gallery at Sunset Park – Loan Commitment

To Whom It May Concern,

This letter is submitted to outline the terms of the proposed subordinate loan from RUDG, LLC to Gallery at Sunset Park, LLC (the “Recipient”) for purposes of financing and developing the above-referenced development.

The terms of RUDG, LLC’s loan proposal to the Recipient for construction and permanent financing are as follows:

Borrower:	Gallery at Sunset Park, LLC
Loan Amount:	\$1,500,000
Interest Rate:	Long-Term Applicable Federal Rate (AFR) at the time of the closing date
Term:	32 years (2-year construction term plus 30-year permanent term)
Repayment:	Debt service payments shall be deferred during the loan term. Full repayment of principal and accrued interest shall be due and payable on the Maturity Date.
Subordination:	Loan will be subordinate to the Construction and Permanent 1 <sup>st</sup> Mortgage and the Palm Beach County Housing Bond Funds

2850 Tigertail Avenue, Suite 800, Miami, Florida 33133

# RUDG, LLC

Please acknowledge below your acceptance of this proposed loan and these terms.

Sincerely,

**RUDG, LLC**

By:   
Tony Del Pozzo – Vice President

**Acknowledge and Accepted on April 1<sup>st</sup>, 2024.**

**Gallery at Sunset Park LLC, a Florida Limited Liability Company**

By: Gallery at Sunset Park Manager, LLC

By:   
Alberto Milo, Jr. – Vice President

2850 Tigertail Avenue, Suite 800, Miami, Florida 33133

March 28, 2024

Miami-Dade County

c/o Anthony Del Pozzo  
RUDG, LLC  
2850 Tigertail Ave, Suite 800  
Miami, FL 33133

To Whom it May Concern:

This letter will confirm that RUDG, LLC has maintained a deposit relationship with City National Bank since June of 2011. The average balances on deposit for 2024 are in the low eight figures.

All accounts have been handled as agreed, and CNB looks forward to a continued strong relationship with the firm.

Please contact me if I can be of further assistance.

This letter is written without liability to City National Bank of Florida or any of its officers or directors, and no inference is to be made from any other matter not specifically set forth herein.

Regards,



Roberto A Pedroso  
Senior Vice President  
[roberto.pedroso@citynational.com](mailto:roberto.pedroso@citynational.com)  
305-577-7233





## **Sec. 78-121. Purpose and intent.**

The city recognizes the importance of public art to enhance our public spaces, drive development, enhance community vibrancy, and expand the opportunities for its citizens to experience public art. The purpose of the public art program is to establish a program for the integration of public art into both public and private development projects throughout the city. The public art committee, named the ArtLife WPB advisory committee, is established as an advisory committee for the program. The public art funds are accounted separately from other city monies to support the public art program.

(Ord. No. 4915-20 , § 1, 12-28-2020)

## **Sec. 78-122. Definitions.**

Unless qualified in the text, the following definitions shall apply to this article:

*Affordable housing* means housing that is affordable for households at or below 140 percent of the area median income as defined by the U.S. Department of Housing and Urban Development (HUD) income limits per household size and that meets maximum housing payments established by HUD, Florida Housing Finance or local ordinance.

*Art, artwork or work of art* means an original physical work created or produced by a professional artist, including, but not limited to, paintings, sculpture, engravings, carvings, frescos, stained glass and glass work, mosaics, mobiles, murals, collages, mosaics, statues, bas reliefs, photographs, video projections, performative works, drawings, fountains, artifacts of historical or cultural significance, functional furnishings such as artist-designed seating, or other media. Artwork may be free-standing or integrated with the work of other design professionals into a building or site. Artwork may be new or may be an existing work of art. Artwork may include, but is not limited to:

- (1) Sculpture: Free-standing, wall supported or suspended; kinetic, electronic; in any material or combination of materials.
- (2) Murals or portable paintings: In any material or variety of materials.
- (3) Fiber works, neon, glass, mosaics, photographs, prints, calligraphy, earthworks, any combination of forms of media, including: Light, sound, literary elements, film, holographic images, and video systems; hybrids of any media and new genres.
- (4) Furnishings or fixtures, including, but not limited to: gates, railings, lighting, street lights, signage, seating, if created by artists as unique elements or limited editions.
- (5) Historically important elements, as determined by the city's historic preservation board.
- (6) Culturally significant elements.
- (7) Temporary artwork or installations, that serve the purpose of providing community and educational outreach.

*Ineligible artwork.* The following shall not be considered artwork:

- (1) Art objects which are mass produced or of standard manufacture, such as playground equipment, fountains, statuary elements, signage, maps, corporate logos or other functional elements, unless incorporated into an artwork by an artist commissioned for that purpose.
- (2) Reproductions, by mechanical or other means, of original artwork, except in the cases of limited editions controlled by the artist, cast sculpture, film, video, photography, printmaking, or other media arts.

- (3) Decorative, ornamental, architectural, or functional elements of the architecture or landscape design which are designed by the building architect. as opposed to elements created by an artist commissioned for that purpose. Such elements may be considered artwork when commissioned from an artist as an integral aspect of the structure or site.
- (4) Commercial expression, including design elements related to the visual identity of a developer or occupant of a building such as a logo, trademark iconography, color scheme or theme, even if created by an artist.
- (5) Services or utilities necessary to operate and maintain an artwork over time.
- (6) Works of art not visible to the public from a public right-of-way.

*Artist* means an individual recognized by critics and peers as a professional practitioner in the visual arts as judged by the practitioner's body of work, educational background and training, experience, public commissions, exhibition record, publications, receipt of honors and awards, and training in the arts. The term "artist" includes local artists.

*Construction costs* means the hard costs associated with the construction of a project excluding real property acquisition costs, environmental remediation costs, demolition costs, grading and site preparation costs, and costs associated with subsequent changes in construction contracts. Calculations shall be based on construction and site improvement costs as declared on all building permit applications for the project. For purposes of calculating the public art assessment, construction costs shall include, but not be limited to, all building, plumbing, mechanical, and electrical permit applications for the project.

*Exterior* means any place, public or private, outdoor and exterior to buildings or structures and exposed to public view, including, but not limited to, buildings, parks, right-of-way medians and open spaces.

*Local artist* is an artist, as defined in this section, who resides in the county.

*Master plan* means the public art master plan, as approved by the city commission from time to time.

*Mural* means any drawing, artwork, inscription, or marking that is marked, etched, drawn or painted on any building or structure.

*Project* means new construction, renovation work, or façade improvements requiring a building permit where 50 percent or more of a building is being modified, renovated, expanded, rebuilt or improved by construction. For purposes of this article, project shall not include the following:

- (1) Repair or reconstruction of structures which have been damaged by fire, flood, wind, earthquake, tropical storm or other casualty;
- (2) Historic preservation or restoration;
- (3) Interior renovation;
- (4) Flood protection work items;
- (5) Fire sprinkler installation work items as defined by the city code.

Each phase of a residential planned development shall be a separate project. If a developer is constructing four or more residential units in a residential planned development, or phase of such development, that did not previously comply with this article, such new construction shall be considered a project for purposes of this article. A residential unit shall be considered part of a project if the certificate of occupancy for the residential unit is not issued prior to the submittal of a building permit application for the remaining residential units in a group of four or more.

*Public art assessment* means the assessment of one percent of the total dollar amount of the construction costs of private development that equals or exceeds \$500,000.00, which may be discounted as provided in this article.

*Public place* means any place, public or private, exposed to public view, including, but not limited to, buildings, parks, right-of-way medians and open spaces. or any place owned and operated by a government or governmental entity and which is accessible to the public.

*Renovation* means a project requiring a building permit where 50 percent or more of the exterior building area is being modified, rebuilt or improved by construction. For purposes of this article, renovation shall not include the following:

- (1) Repair or reconstruction of structures which have been damaged by fire, flood, wind, earthquake or other casualty;
- (2) Historic preservation or restoration;

*Temporary artwork* is artwork created for a specific timeframe or event, and which is situated at a particular site on a temporary basis, not to exceed a period of 18 months.

(Ord. No. 4915-20 , § 1, 12-28-2020)

### **Sec. 78-128. Applicability.**

(a) *The public art program requirements and public art assessment described in this section shall apply to the following activities:*

- (1) Private development projects as set forth in section 78-129.
- (2) Public construction projects as set forth in section 78-133.
- (3) Projects by a non-profit entity as set forth in section 78-129.

(b) *Exceptions.* The requirements of this article shall not apply to the following development or activities:

- (1) Single-family residences not developed as a planned development;
- (2) Ordinary property maintenance;
- (3) Repairs and restoration resulting from fire, flood, windstorm or other casualty or natural disaster, as determined by the building official;
- (4) Affordable residential housing units where at least 51 percent of the units are reserved for affordable housing;
- (5) Institutional uses, such as churches, hospitals, and public or not-for-profit private schools;
- (6) Projects on premises which are owned or leased solely by a non-profit entity recognized under section 501(c)(3) of the internal revenue code and used in furtherance of the non-profit purpose;
- (7) Industrial and commercial development that is not open or accessible to the public due to the storage or use of hazardous, radiological, or infectious materials, national security reasons, or other reasons related to the health, safety or security of the public.

(Ord. No. 4915-20 , § 1, 12-28-2020)





## State Housing Initiatives Partnership (SHIP) Program

### Local Housing Assistance Plan (LHAP)

2021-2022, 2022-2023, 2023-2024





Description	Page #
<b>Section I, Program Details</b>	<b>3-7</b>
<b>Section II, Housing Strategies</b>	<b>7-18</b>
A. <b>Owner Occupied Rehabilitation</b>	<b>7</b>
B. <b>Demolition/Reconstruction</b>	<b>8</b>
C. <b>Multi-Family Rental Housing Strategy</b>	<b>10</b>
D. <b>Purchase Assistance Strategy</b>	<b>12</b>
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F. <b>Construction and Re-Development – Homeownership</b>	<b>14</b>
G. <b>Disaster Strategy</b>	<b>17</b>
<b>Section III, Incentive Strategies</b>	<b>19-22</b>
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A. Administrative Budget for each fiscal year covered in the Plan	
B. Timeline for Estimated Encumbrance and Expenditure	
C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan	
D. Signed LHAP Certification	
E. Signed, dated, witnessed or attested adopting resolution	
F. Ordinance: (If changed from the original creating ordinance)	
G. Interlocal Agreement	



- d. Maximum award: Homeowners: \$50,000 Tenants: \$10,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: \$10,000 or less will be awarded as a grant. Over \$10,000 will be in the form of a deferred payment loan secured by a recorded mortgage and note.
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 5
  - 4. Forgiveness: 20% per year
  - 5. Repayment: Not required as long as the loan is in good standing
  - 6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.
- f. Recipient/Tenant Selection Criteria: Eligible applicants will be selected in the order in which they applied for the program and assisted on a first qualified and first served basis. Special needs households and very low income households will be given first priority in accordance with section 1(l) of this document.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Funds for disaster mitigation will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster items not covered by FEMA or private insurance

### III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

#### A. Name of the Strategy: Expedited Permitting

The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.

##### **Provide a description of the procedures used to implement this strategy:**

Under the current process, all building permit applications for affordable housing/ workforce housing projects are processed under the "Expedited Plan Review". The expedited permitting fees are waived for affordable housing projects.

#### B. Name of the Strategy: Modification of Impact Fees/Impact Fee Waiver

The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

##### **Provide a description of the procedures used to implement this strategy:**

Impact fees associated with development are charged by the County. Engineering construction administration fee is reduced by 25% from 2.5% of site costs to 1.875% of site costs.



Engineering Services "Site Development Improvement Review" fee by is reduced by 25% from 3% of site costs or \$1,000 minimum to 2.25% or \$750 minimum.

2. This incentive is eligible for affordable and/or workforce housing projects city-wide. The City will set aside funds from its Housing Trust Fund to subsidize the County's impact fees for affordable/housing development project(s). Each development project would have a maximum limit of impact fee waivers available, at which it would depend on the percentage of affordable or workforce housing being provided in the project. The City also plans to encourage developers to see funding from the county's impact fee subsidy program, prior to applying with the City.

**C. Name of the Strategy: Flexibility in Densities /Density for Affordable Housing**

The allowance of flexibility in densities for affordable housing.

**Provide a description of the procedures used to implement this strategy:**

The City allows for increased Floor Area Ratio (FAR) within the Downtown Master Plan for projects that include affordable, attainable and workforce housing. The City will look for ways to expand these recommendations to eligible projects city-wide, while exploring additional density incentives such as max dwelling units per acre and the expansion of the TDR program city-wide.

**D. Name of the Strategy: Reservation of Infrastructure Capacity**

The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

**Provide a description of the procedures used to implement this strategy:**

The City currently waives capacity charges for water and wastewater for affordable and/or workforce housing projects in accordance with resolution 83-16.

This incentive is eligible for affordable and/or workforce housing projects city-wide. This incentive is eligible for affordable and/or workforce housing projects city-wide. By creating a methodology that would provide a sliding scale in calculating waivers for capacity charges. Each individual development project would have a maximum limit of capacity charges waivers available. The dollar amount of waivers received would depend on the percentage of affordable or workforce housing in the development project. By allocating a set amount of funds in the City's annual budget to help offset capacity charges.

**E. Name of the Strategy: Allowance of Affordable Accessory Residential Units**

The allowance of affordable accessory residential units in residential zoning districts.

**Provide a description of the procedures used to implement this strategy:**

The City currently allows for accessory residential units in SF-14 Districts and Live/ Work segments of Mixed Use Categories. The City will also explore the opportunity and availability of Accessory Dwelling units (ADU) for affordable housing city-wide where it is allowed per zoning guidelines, while also looking at opportunities to provide low interest construction loans for ADUs.

**F. Name of the Strategy: Reduction of Parking and Setback Requirements**

The reduction of parking and setback requirements for affordable housing.



**CERTIFICATION TO  
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

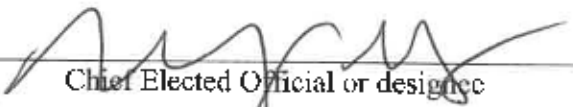
**City of West Palm Beach**

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LIAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Chief Elected Official or designee

\_\_\_\_\_  
Witness

Keith A. James, Mayor  
\_\_\_\_\_  
Type Name and Title

1-5-2022  
\_\_\_\_\_  
Date

Kelly Shoaf, City Commissioner

OR

  
\_\_\_\_\_  
Attest: City Clerk

(Seal)

CITY ATTORNEY'S OFFICE

Approved as to form and legality  
By: Samuel A. Thomas

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN (LHAP) FOR PROGRAM YEARS 2021-2022, 2022-2023, 2023-2024; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND CERTIFICATIONS NECESSARY FOR SUBMISSION OF THE LHAP FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AUTHORIZING THE MAYOR TO EXECUTE ALL AGREEMENTS AND RELATED DOCUMENTS NECESSARY TO RECEIVE THE GRANT FUNDS AND TO AWARD THE GRANT FUNDS TO SUBRECIPIENTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

\* \* \* \* \*

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Secs. 420.907-420.9079, Florida Statutes, and Rule 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan (LHAP) outlining how such funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy in the plan; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; and

WHEREAS, the Housing and Community Development Department has prepared a three-year Local Housing Assistance Plan for program years 2021-2022, 2022-2023, 2023-2024 submission to the Florida Housing Finance Corporation; and

WHEREAS, Section 420.9075(7), Fla. Stat. provides that only five percent of the local housing distribution plus five percent of program income may be used for administrative costs unless the governing body finds, by resolution, that such sum is insufficient to adequately pay the necessary costs of administering the plan; and in that event, eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to ten percent of each fund for administrative costs; and

WHEREAS, the necessary costs of administering the LHAP for the City of West Palm Beach exceeds five percent of the local housing distribution plus five percent of program income; and

WHEREAS, the City of West Palm Beach desires to comply with the statutory requirements for participating in the State Housing Initiatives Partnership Program by submittal of its LHAP plan.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA that:**

**SECTION 1:** The City Commission hereby finds that continued participation in the State Housing Initiatives Partnership Program contributes to the welfare of the residents of the City.

**SECTION 2:** The City Commission finds that the necessary costs of administering the LHAP for the City of West Palm Beach exceeds five percent of the local housing distribution plus five percent of program income, and hereby approves use of up to ten percent (10%) of the local housing distribution plus ten percent (10%) of program income for administrative expenses.

**SECTION 3:** The City Commission hereby approves the Local Housing Assistance Plan for fiscal years 2021-2022, 2022-2023, 2023-2024 and authorizes submission of the plan to the Florida Housing Finance Corporation. A copy of the plan is attached hereto and incorporated herein as **Exhibit "A"**.

**SECTION 4:** The Mayor is hereby authorized to execute on behalf of the City all documents necessary for submission of the Plan, for receipt of the funds, and use of the funds.

**SECTION 5:** The City Clerk is directed to provide a certified copy of this Resolution to the Director of Housing and Community Development for submittal to the Florida Housing Finance Corporation with the LHAP.

**SECTION 6:** This Resolution shall take effect immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]



PASSED AND ADOPTED THIS 29TH DAY OF NOVEMBER, 2021.



**ATTEST:**

X *Hazeline F. Carson*

CITY CLERK  
Signed by: Hazeline F Carson

**CITY OF WEST PALM BEACH  
BY ITS CITY COMMISSION:**

X *Keith A. James*

PRESIDING OFFICER  
Signed by: Keith Alan James

**APPROVED AS TO FORM AND  
LEGALITY:**

11/29/2021

X *Nancy Urcheck*

CITY ATTORNEY  
Signed by: Nancy DeSimone Urcheck

**Exhibit F  
Program Information Sheet**

The following information must be furnished to the Corporation before any funds can be disbursed.

<b>Local Government</b>	City of West Palm Beach
<b>Chief Elected Official</b>	Keith A. James, Mayor
<b>Address</b>	401 Clematis Street, West Palm Beach, FL 33401
<b>SHIP Administrator</b>	Jennifer Ferriol, Director of Housing & Community Dev.
<b>Address</b>	401 Clematis Street, West Palm Beach, FL 33401
<b>Telephone</b>	561-822-1250
<b>EMAIL</b>	<a href="mailto:JFerriol@wpb.org">JFerriol@wpb.org</a>
<b>Alternate SHIP Contact</b>	Kimberly Spence, HCD Programs Manager
<b>Telephone</b>	561-822-1250
<b>EMAIL</b>	<a href="mailto:Ksspence@wpb.org">Ksspence@wpb.org</a>
<b>Local Government Employer Federal ID #</b>	59-6000448
<b>Other Information</b>	

Please attach this form as Exhibit F and submit along with your completed LHAP.

**Att. 9** Provide a detailed project schedule including all development activities from predevelopment through lease-up, and indicating activity status at time of submittal. Submit as Attachment 9.

Below is a detailed project schedule including all development activities from pre-development through lease-up, and indicating activity status at time of submittal.

<b>Gallery at Sunset Park Schedule</b>		<b>Date</b>
<b>Proposal Due Date</b>		<b>Apr-24</b>
City of West Palm Beach "Tier 1 Administrative Review - Full Workforce Site"		Apr-24
Pre-Application Conference PPRC (Plans Plats Review Committee) Staff Review Planning & Zoning Administrator Review Final Site Plan Review & Site Plan Approval Expedited Engineering Permits		April through August 2024
Recommendation submitted to Palm Beach County BCC for conceptual approval		May-24
Submitted for Credit Underwriting Analysis		Jun-24
Submission to Palm Beach County BCC for final approval		Jul-24
Submit Construction Drawings for Building Permit		Oct-24
Obtain Building Permit		Mar-25
Close on Construction Financing		Mar-25
Commence Construction		Mar-25
Commence Pre-Leasing		Nov-26
Complete Construction		Mar-27
Achieve Stabilized Occupancy		Nov-27
Convert to Permanent Financing		Mar-28

\*Per the City of West Palm Beach's new proposed workforce housing policy, a land use change (i.e. rezoning) is not required when developing workforce housing on a Community Service-zoned site.

\*The site is currently zoned Community Service, complying with the City's proposed policy as a fully-workforce development, including the allowable density for Community Service properties.

**Att. 10** *Identify the approved development status and all required permitting and approvals, including verification of zoning, construction plans and percentage of completion, letters of utility availability, and site plan approval status for the project site. Projects must be Shovel Ready prior to final BCC approval in order to be eligible for assistance through this RFP. Submit as Attachment 10.*

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In accordance with Addendum 1 to RFP HED.HBLP.2024.4, this question was modified to allow additional time for ensuring projects are Shovel Ready upon final approval by the Palm Beach County Board of County Commissioners.

Gallery at Sunset Park has a realistic and achievable project schedule and time frame. No apparent obstacles will jeopardize the project schedule. Financing commitments have been secured from public and private sources. **The project will be Shovel Ready prior to final BCC approval. Construction will commence within twelve (12) months following BCC final approval.**

**City of West Palm Beach - New Proposed Workforce Entitlement Incentives:** The City of West Palm Beach is amending its Land Development Code to facilitate workforce housing development across the City and expedite approvals. **The amendment will enable workforce housing on Community Service properties, which is the current zoning designation of the Mt. Calvary site.**

**As evidenced materials from the City of West Palm Beach on the following pages (as presented at the City's Public Workshop on Tuesday March 26th, 2024), a land use change or rezoning will not be required for workforce developments adhering to certain criteria, such as our project.**

Furthermore, a fully-workforce housing development, such as our project, can obtain expedited Site Plan Approval through a Tier 1 Administrative Review (i.e. no City Commission approval necessary). This approval process will entail a Pre-Application Conference; PPRC (Plans Plats Review Committee); Planning & Zoning Administrator Review; Final Site Plan Review; and Expedited Engineering Permits. Therefore, our entitlement timing can align with all County goals.

Our team has already engaged land use counsel (Gunster) and attended the City's aforementioned workshop with Planning & Zoning staff last week. The final ordinance and formal adoption is expected this summer. **We will begin the entitlement process with City staff, in anticipation of the policies' formal adoption, to ensure that no time is lost in the entitlement and approval process.**

Construction Plans / Percentage of Completion: Our team will begin preparing a construction set of drawings (which have not started production) following Site Plan Approval in August. As stated above, construction will commence within twelve (12) months following BCC final approval.



**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ELECTRICITY**

Name of Development: Gallery at Sunset Park

1111 36th Street, West Palm Beach, FL 33407

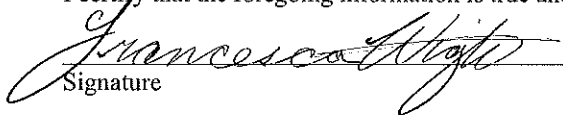
Development Location: \_\_\_\_\_  
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Electricity is available to the proposed Development, subject to item 2 below.
2. To access such electric service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

  
Signature

Francesca Wight  
Print or Type Name

Associate Engineer  
Print or Type Title

4/1/24  
Date Signed

Florida Power and Light  
Name of Entity Providing Service

810 Charlotte Ave, West Palm Beach, FL  
Address (street address, city, state)

(561)-346-2925  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from elected local government officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS**

Name of Development: Gallery at Sunset Park

1111 36th Street, West Palm Beach, FL 33407

Development Location: \_\_\_\_\_

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Existing paved roads provide access to the proposed Development, or there are no known impediments to the construction of paved roads to connect part of the proposed Development to existing paved roads;
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development; and
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

[Signature]  
Signature

Vincent J. Noel  
Print or Type Name

Eng. Land Dev. Mgr.  
Print or Type Title

4/2/24  
Date Signed

City of West Palm Beach  
Name of Entity Providing Service

401 Clematis ST., 4<sup>th</sup> FL

W. Palm Beach, FL 33401  
Address (street address, city, state)

561-494-1096  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from elected local government officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE –  
SEWER CAPACITY, PACKAGE TREATMENT, OR SEPTIC TANK**

Name of Development: Gallery at Sunset Park  
1111 36th Street, West Palm Beach, FL 33407

Development Location: \_\_\_\_\_  
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 145  
This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

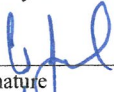
The undersigned service provider confirms that, as of the date that this form was signed, Sewer Capacity or Package Treatment is available to the proposed Development; or there are no known prohibitions to installing a Septic Tank system with adequate capacity for the proposed Development location or, if necessary, upgrading an existing Septic Tank system with adequate capacity for the proposed Development location.

To access such waste treatment service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, provide easements, and/or remove, relocate, install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development. Execution of this document does not guarantee that waste treatment service will be available to the Applicant in the future and does not provide the Applicant with any vested rights to receive waste treatment service. The availability of waste treatment services is subject to the approval of all applicable governmental agencies having jurisdiction over these matters.

For projects located within Miami-Dade County, the Applicant is advised that the right to connect the referenced property to the Department's sewer system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the County and the United States, the State of Florida, and/or any other governmental entity, including the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

  
Signature  
Vincent J. Noel  
Print or Type Name  
Eng. Land Dev. Mgr.  
Print or Type Title  
4/2/24  
Date Signed

City of West Palm Beach  
Name of Entity Providing Service  
401 Clematis St. 4th FL.  
Address (street address, city, state)  
W. Palm Beach, FL 33401  
561-494-1096  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from elected local government officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER**

Name of Development: Gallery at Sunset Park

1111 36th Street, West Palm Beach, FL, 33407

Development Location: \_\_\_\_\_

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 145

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Potable water is available to the proposed Development, subject to item 2 below.
2. To access such water service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, provide easements, and remove, relocate, install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development. Execution of this document does not guarantee that water service will be available to the Applicant in the future and does not provide the Applicant with any vested rights to receive water service. The availability of water services is subject to the approval of all applicable governmental agencies having jurisdiction over these matters.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

bjl  
Signature

Vincent J. Noel  
Print or Type Name

Eng. Land Dev. Mgr.  
Print or Type Title

4/1/24  
Date Signed

City of West Palm Beach  
Name of Entity Providing Service

401 Clematis St.  
Address (street address, city, state)

W. Palm Beach, FL 33401

561-494-1096  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from elected local government officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.







# WEST PALM BEACH

## Housing & Community Development

April 1, 2024

Jeff Bolton, Division Director  
Palm Beach County, Department of Housing & Economic Development  
100 Australian Avenue, 5<sup>th</sup> Floor  
West Palm Beach, FL 33406

RE: Palm Beach County RFP HED.HBLP.2024.4

Dear Jeff,

The City of West Palm Beach intends to further advance its objectives to increase the production of on-site affordable and workforce housing through the adoption of land development policies that reduce regulatory challenges. Proposed policy changes includes expedited land development review processes, flexible development regulations, and incentive-based programs. Such provisions shall be based on the public need to provide quality affordable and workforce housing in the City.

On Tuesday March 226, 2024 the City held a roundtable discussion with the development community to gain feedback and comments on the proposed policy changes. Our goal is to present this framework to the City's Planning Board in April/ May, followed by City Commission review and adoption before the end of the summer.

As detailed in the summary memo attached to this correspondence, the City will provide a comprehensive array of incentives for workforce housing and facilitate development on Commercial, Community Service, and Industrial properties. Properties designated Community Service may include Church-owned land. Further, a land use change or rezoning will not be required for workforce developments adhering to certain criteria.

A 100% workforce and affordable housing development can obtain Site Plan Approval administratively through our highest level of approval, a Tier 1 Administrative Review. This approval process will entail a Pre-application Conference with our department and the Planning & Zoning Division; PPRC (Plans Plats Review Committee) Staff Review; Planning & Zoning Administrator Review; Final Site Plan Review; and Expedited Engineering Permits.

Finally, the City of West Palm Beach has an established track record working with Related Urban to deliver affordable housing at Georgian Gardens located on Community Center Drive. We look forward to supporting the Related Urban team as they continue to seek quality opportunities to deliver best-in-class workforce and affordable housing throughout our City.

Sincerely,

Jennifer Ferriol  
Director of Housing and Community Development  
City of West Palm Beach, Florida





### **LIVE LOCAL 2024**

Allowed in zoning districts: Mixed-Use, Commercial & Industrial

- 65% of total square footage is residential
- 40% of residential units must be affordable rental units
- Affordable = rent, tax, insurance and utilities not exceed 30% of income for extremely low income persons.
- Affordability restriction for 30 years
- Density = highest currently allowed under base Zoning and Land Development Regulations (ZLDRs)
- FAR – 150% of highest currently allowed under base ZLDRs
- Height – Highest currently allowed height under ZLDRs within one mile; unless adjacent to single family
  - residential – in which case certain additional restrictions
- Must comply with all other ZLDRs (no variances or waivers for setbacks, parking, etc.)
- Parking Reduced requirements if: located within one-half mile of major transportation hub; has available parking within 600 ft.; or within a transit-oriented development
- Approved administratively – no public hearing

### **WORKFORCE HOUSING (WFH) OVERLAY ZONING**

#### **Intent**

The promotion of affordable and workforce housing in accordance with the recently adopted Comprehensive Plan EAR amendments which included the following objectives (Land Use Element – Goal 6):

- The City shall further the objectives of the Housing Element and the production of on-site affordable and workforce housing (WFH) through the adoption of land development policies that reduce regulatory challenges including expedited land development review processes, flexible development regulations, and incentive-based programs. Such provisions shall be based on the public need to provide quality affordable and workforce housing in the City.
- Such flexibility may be tiered to provide a percentage of relief for all on-site WFH developments but require higher levels of review for greater relief from land development regulations through variances and waivers. Levels of flexibility may consider the number of WFH units provided and level of Area Median Income (AMI) to be served by the units.

#### **General Concepts of the Program**

- Allows Residential Use in Non-Residential Categories without a land use amendment or rezoning. Residential would be permitted with some conditions in Commercial, Community Service and some Industrial categories.
- Increases in Density and Intensity without a land use amendment or rezoning; allows doubling of density under certain zoning districts.
- Provides an expedited review process.



### **Specifics of the WFH Overlay Program**

Amendment to the Zoning and Land Development Regulations will be proposed to provide the details, standards and criteria for the WFH Overlay Program.

A land use change will not be required when developing a workforce housing residential project within certain non-residential districts (Commercial, Industrial and Community Service when certain criteria met).

Permitted within:

- Multifamily Low (MF-14) Density Residential
- Multifamily Medium (MF-20) Density Residential
- Multifamily High (MF-32) Density Residential
- Office Commercial
- Neighborhood Commercial
- General Commercial and
- Professional Office Residential
- Industrial Light must have direct access onto 45<sup>th</sup> Street
- Industrial and have direct access onto Military Trail, 45<sup>th</sup> Street, 36<sup>th</sup> Street, Georgia Avenue north of Southern Boulevard or be located within the Jefferson Terminal District
- Northwood Mixed Use District
- Existing Planned Developments may utilize this program based on their underlying residential zoning district.
- Properties designated Community Service or Community Service Planned Development that establish 100 percent workforce housing or establish housing to address the needs of students, the elderly or another special needs population or create housing specific to their own workforce shall be permitted to utilize the provisions of this program. Permitted WFH density shall be determined based on underlying zoning or the zoning of adjacent properties and as permitted consistent with Comprehensive Plan Land Use Element.

Not permitted within:

- Any Single-Family Zoning District
- Any Historic District
- Broadway Mixed Use District (being addressed in the district itself)
- Currie Mixed Use District (addressed in the district itself)
- Downtown Master Plan (addressed within DMP)

### **Available Density / Height Bonus**

Available density and height bonuses comply with Policy 1.1.3 of the Future Land Use element of the Comprehensive Plan and are provided in the **attached table**.

### **Expedited Process**

All WFH developments shall be required to request a mandatory Pre- Application conference with the Planning & Zoning Division and the Housing & Community Development Department

#### **WFH Tier One – Administrative Review** (100% of Units Affordable / Workforce Housing)

##### Applicable Projects:

- Rental housing
- Located in permitted zoning district. Existing land use/ zoning used as base density for project. *See attached table*
- Fifty percent (50%) of the bonus density units shall be affordable / workforce (WFH) housing at or below 100% of the Area Mean Income (AMI); all other residential units will be WFH rental units at or below 120% AMI - restricted for 30 years
- Any variances or waivers required meet applicable criteria

##### Process:

1. Pre-application conference
2. PPRC (Plans Plats Review Committee) staff review
3. Planning & Zoning Administrator review
4. Final site plan review
5. Expedited engineering permits

#### **WFH Tier Two – Administrative Review** (40 unit/acre max)

##### Applicable Projects:

- Rental housing
- Located in permitted zoning district. Existing land use/ zoning used as base density for project. *See attached table*
- Density including bonus units does not exceed 40 units per acre
- Fifty percent (50%) of the bonus density units shall be WFH at or below 120% of the Area Mean Income (AMI) for 30 years, structured as follows:
  - 25% at 80% AMI or less;
  - 45% at 100% AMI or less;
  - 30% at 120% AMI or less.

*Example:* In Neighborhood Commercial, if the project will increase density from 20 units per acre to 40 units per acre, 10 of the bonus units must be WFH structured as follows:

25% or 5 units must be at 80% AMI or less; 45% or 9 units at 100% AMI or less; and 30% or 6 units at 120% AMI or less.

- Project does not need variances or waivers of more than 25% of ZLDR requirements (except parking and landscape, which may receive greater waivers)

Administrative Review Process:

1. Pre-application conference
2. PPRC (Plans Plats Review Committee) staff review
3. Planning & Zoning Administrator review
4. Final site plan review

**WFH Tier Three – Special Review**

Applicable Projects:

- Rental housing
- If property will be or has been up-zoned within 36 months of the application for the WFH Overlay bonus.
- Density with bonus –See attached table; not to exceed 64 units per acre.
- Fifty percent (50%) of the bonus density units shall be WFH at or below 120% of the Area Mean Income (AMI) for 30 years, structured as follows:
  - 25% at 80% AMI or less;
  - 45% at 100% AMI or less;
  - 30% at 120% AMI or less.

*Example:* In General Commercial, if the project will increase density from 32 units per acre to 64 units per acre, 16 of the bonus units must be WFH structured as follows:

25% or 4 units must be at 80% AMI or less; 45% or 7 units at 100% AMI or less; and 30% or 5 units at 120% AMI or less.

- Variances or waivers needed may exceed more than 25% of ZLDR requirements

Special Review Process:

1. Pre-application conference
2. PPRC (Plans Plats Review Committee) staff review
3. City Commission review
4. Final site plan review

### **Waivers and Variances**

Waivers and Variances: WFH projects may request waivers and variances. Under the WFH Tier Two Administrative Review process, up to a 25% variance from the ZLDRs will be allowed for WFH development, other than parking or landscaping. Waivers and variances for Tier One and Tier 3 will need to meet the criteria to be set forth in the ZLDRs. All waivers and variances must be documented and shall be evaluated by staff. Waivers and variances will not be considered for height, density or FAR beyond the WFH Overlay provisions.

Parking: Parking requirements are permitted to be reduced when the WFH development provides alternative transportation options, which include:

- Projects with pedestrian accessibility to a transportation hub, offering at least two forms of alternative transit including rail, bus, shuttle, or bike facilities within a half mile of the development; or with off-site parking within 600 feet of the project.
- Projects within a quarter mile of a transit stop with an accessible, pedestrian friendly route with sidewalks, crosswalks and which should include consideration of some provision for seating with shade and/or cover from elements when waiting for service, may be considered for a reduction in parking requirements.
- Projects offering transit vouchers and shared vehicle or bike stations, and secure bike storage may be considered for reduction in parking requirements.

Landscape. Landscape requirements may be reduced when the WFH development proposes an alternative landscape plan that provides resident and pedestrian enjoyment, which may include elements such as:

- Thoughtful placement of plant material which facilitates the function of the plantings
- Larger plant material
- Reduction of heat island effect
- More sustainable water usage through irrigation choices, bio-retention, low impact development techniques
- Structural soils
- Increased open space
- Use of pervious hardscape materials

### **General WFH Development Standards**

All WFH developments under this program shall be required to execute a Housing Incentives Development Agreement prior to the issuance of a building permit.

All WFH units shall:

- Be maintained as WFH for a minimum of thirty (30) years
- Occupied as the primary residence by a qualified household with incomes which may not exceed 120% of the AMI and in accordance with the unit structure established in the development approval.
- Be dispersed throughout the residential portion of a development and not segregated. The WFH units must share a common entrance with other non-WFH units, unless there are private entries to units as a part of the overall design.
- Reflect the unit mix and size of non-WFH units;



- Be finished completely, including elements such as, but not limited to, appliances (refrigerators, range, built-in microwave, dishwasher, washer, dryer) finished floors, doors, light fixtures, and any other elements considered standard for market-rate units in the same building.

In the event of any conflict with the Workforce Housing Overlay Program and the Live Local Act, the Live Local Act shall govern.

Zoning Districts*	Permitted Density per acre** Current /WFH	# WFH Units (minimum of 50% of the bonus units)	Specific Locations*****	Land Development Regulations and Building Height	Affordability Requirements****
SF- ALL	Not Permitted		Not Permitted	Not Permitted	Not Permitted
MF-14	14 / 28	7	City Wide	Height Use MF 32 zoning district regulations and provisions of Section 94-56 and Section 94-240 with limits of height to 65 feet when adjacent to Single Family Zoning Districts; 85 feet with adjacent to Multifamily Districts; and 105 when adjacent to Non-Residential districts	A minimum of 50% of the bonus density/units must meet affordable/workforce income levels and rents that do not exceed Comprehensive Plan definitions for AMI for workforce housing. However, income levels shall be further limited in the housing monitoring agreement based on other incentives that permit maximum consideration for density and waivers or variance from land development regulations consistent with the site plan as well as by any funding provisions received by the developer.  The restricted unit's affordability period of no less than 30 years.
MF-20	20 / 40	10	City Wide		
MF-32	32 / 64	16	City Wide		
RTD	14 / 28	7	Limited to boundaries of the current district		
MF HISTORIC	Not Permitted		Not Permitted	Not Permitted	Not Permitted
CM	32***/64**		City Wide	Height Use GC zoning district regulations and provisions of Section 94-56 and Section 94-240 with limits of height to 65 feet when adjacent to Single Family Zoning Districts, 85 feet with adjacent to Multifamily Districts and 105 when adjacent to Non-Residential districts	A minimum of 50% of the bonus density/units must meet affordable/workforce income levels and rents that do not exceed Comprehensive Plan definitions for AMI for workforce housing. However, income levels shall be further limited in the housing monitoring agreement based on other incentives that permit maximum consideration for density and waivers or variance from land development regulations consistent with the site plan as well as by any funding provisions received by the developer.  The restricted unit's affordability period of no less than 30 years.
OC	0/14*** / 28**	7			
NC	0/20*** / 40**	10			
GC	0/32*** / 64**	16			
POR	14 / 28**	7			
IL	0 / 32	32	Limited to areas with direct access onto 45 <sup>th</sup> Street	Height Use GC zoning district regulations and provisions of Section 94-56 and Section 94-240 with limits of height to 65 feet when adjacent to Single Family Zoning Districts, 85 feet with adjacent to Multifamily Districts and 105 when adjacent to Non-Residential districts	100% workforce/affordable housing must meet affordable/workforce income levels and rents that do not exceed Comprehensive Plan definitions for AMI for workforce housing. However, income levels shall be further limited in the housing monitoring agreement based on other incentives that permit maximum consideration for density and waivers or variance from land development regulations consistent with the site plan as well as by any funding provisions received by the developer.  The restricted unit's affordability period of no less than 30 years
I	0 / 32	32	Limited to areas with direct access onto 45 <sup>th</sup> Street, 36 <sup>th</sup> Street, Georgia Avenue North of Southern or Jefferson Terminal District		
CS	0/5%sf 64**	64	City Wide	Height Use GC zoning district regulations and provisions of Section 94-56 and Section 94-240 with limits of height to 65 feet when adjacent to Single Family Zoning Districts, 85 feet with adjacent to Multifamily Districts and 105 when adjacent to Non-Residential districts	All units to meet affordable workforce housing income levels and rents that do not exceed Comprehensive Plan definitions for AMI for workforce housing. However, income levels shall be further limited in the housing monitoring agreement based on other incentives that permit maximum consideration for density and waivers or variance from land development regulations consistent with the site plan as well as by any funding provisions received by the developer.  The restricted unit's affordability period of no less than 30 years

ROS	Not Permitted		Not Permitted	Not Permitted	Not Permitted
CON	Not Permitted		Not Permitted	Not Permitted	Not Permitted
UT	Not Permitted		Not Permitted	Not Permitted	Not Permitted
NMUD	2 additional floors as an incentive not to exceed 8 floors**			Use NMUD regulations but maximum height of 104	A minimum of 50% of the bonus density/units must meet affordable/workforce income levels and rents that do not exceed Comprehensive Plan definitions for AMI for workforce housing. However, income levels shall be further limited in the housing monitoring agreement based on other incentives that permit maximum consideration for density and waivers or variance from land development regulations consistent with the site plan as well as by any funding provisions received by the developer.  The restricted unit's affordability period of no less than 30 years.
BMUD	Not Permitted		Not Permitted	Not Permitted	Not Permitted
CMUD	Not Permitted		Not Permitted	Not Permitted	Not Permitted

\* Does not apply to the Downtown Master Plan

\*\*Where FAR or percentage of use applies it may exclude WFH units from the percentage of use or FAR maximum calculation.

\*\*\* Residential currently only permitted east of I-95 and east of Australian Avenue between Okeechobee Boulevard and Belvedere Road, if all residential WFH then residential uses may be permitted pursuant this section

\*\*\*\*The number of units and income level are determined by the individual development proposal as defined by the approval of the housing monitoring agreement conditions of the applicable site plan review process.

\*\*\*\*\*Mixed use projects proposed in any commercial or industrial district that are a minimum of 65% residential, with a minimum of 40% of the total units qualifying for incomes between 80-120% of the AMI for a period of 30 years are permitted to be approved administratively if consistent with the applicable land development regulations.

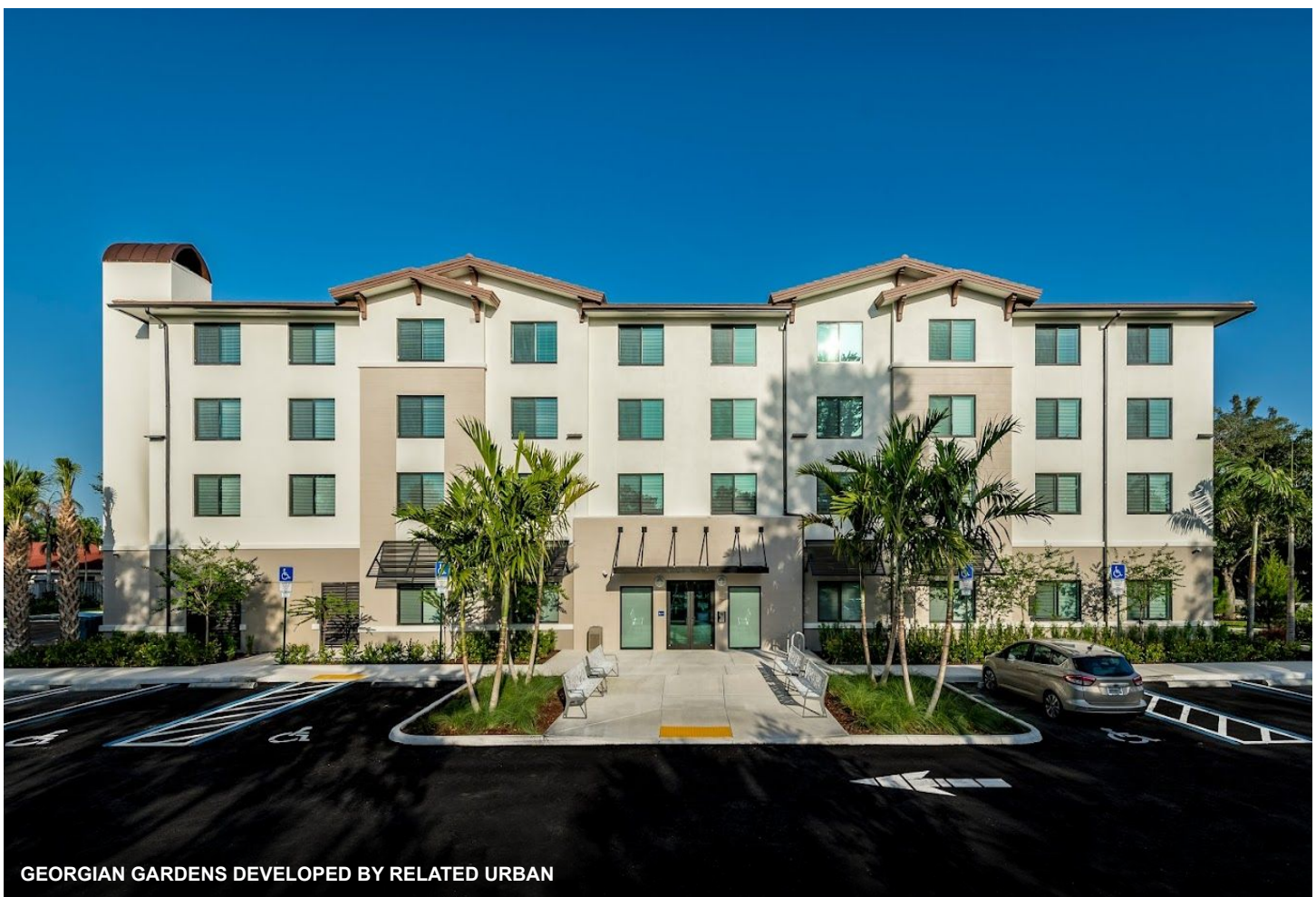
**Att. 11** For projects located within municipalities, provide documentation from the entity/jurisdiction with building permitting authority over the project site that evidences commitment to provide funding or another form of assistance (i.e. expedited permitting, land donation, fee waiver, etc.) for the proposed project, if any. Submit as Attachment 11.

---

**Municipal Financial Contribution:** The City of West Palm Beach offers a wide range of benefits to developers of affordable and workforce housing. Building permit applications for affordable and workforce housing projects in the City of West Palm Beach are processed under an Expedited Plan Review and Expedited Permitting Fees are waived. In addition, the City waives capacity charges for water and wastewater for affordable and workforce projects in accordance with Resolution 83-16. Public Art Requirements from the City of West Palm Beach are waived for affordable housing projects, where at least 51% of units serve households at or below 140% AMI.

**These incentives are evidenced within the City's Local Housing Assistance Plan and City of West Palm Beach Land Development Code, previously included in Attachment 8 and re-attached here.**

Related Urban already has ample experience utilizing funding and other forms of assistance in partnership with the City of West Palm Beach at our Georgian Gardens elderly affordable project.



GEORGIAN GARDENS DEVELOPED BY RELATED URBAN



## **Sec. 78-121. Purpose and intent.**

The city recognizes the importance of public art to enhance our public spaces, drive development, enhance community vibrancy, and expand the opportunities for its citizens to experience public art. The purpose of the public art program is to establish a program for the integration of public art into both public and private development projects throughout the city. The public art committee, named the ArtLife WPB advisory committee, is established as an advisory committee for the program. The public art funds are accounted separately from other city monies to support the public art program.

(Ord. No. 4915-20 , § 1, 12-28-2020)

## **Sec. 78-122. Definitions.**

Unless qualified in the text, the following definitions shall apply to this article:

*Affordable housing* means housing that is affordable for households at or below 140 percent of the area median income as defined by the U.S. Department of Housing and Urban Development (HUD) income limits per household size and that meets maximum housing payments established by HUD, Florida Housing Finance or local ordinance.

*Art, artwork or work of art* means an original physical work created or produced by a professional artist, including, but not limited to, paintings, sculpture, engravings, carvings, frescos, stained glass and glass work, mosaics, mobiles, murals, collages, mosaics, statues, bas reliefs, photographs, video projections, performative works, drawings, fountains, artifacts of historical or cultural significance, functional furnishings such as artist-designed seating, or other media. Artwork may be free-standing or integrated with the work of other design professionals into a building or site. Artwork may be new or may be an existing work of art. Artwork may include, but is not limited to:

- (1) Sculpture: Free-standing, wall supported or suspended; kinetic, electronic; in any material or combination of materials.
- (2) Murals or portable paintings: In any material or variety of materials.
- (3) Fiber works, neon, glass, mosaics, photographs, prints, calligraphy, earthworks, any combination of forms of media, including: Light, sound, literary elements, film, holographic images, and video systems; hybrids of any media and new genres.
- (4) Furnishings or fixtures, including, but not limited to: gates, railings, lighting, street lights, signage, seating, if created by artists as unique elements or limited editions.
- (5) Historically important elements, as determined by the city's historic preservation board.
- (6) Culturally significant elements.
- (7) Temporary artwork or installations, that serve the purpose of providing community and educational outreach.

*Ineligible artwork.* The following shall not be considered artwork:

- (1) Art objects which are mass produced or of standard manufacture, such as playground equipment, fountains, statuary elements, signage, maps, corporate logos or other functional elements, unless incorporated into an artwork by an artist commissioned for that purpose.
- (2) Reproductions, by mechanical or other means, of original artwork, except in the cases of limited editions controlled by the artist, cast sculpture, film, video, photography, printmaking, or other media arts.

- (3) Decorative, ornamental, architectural, or functional elements of the architecture or landscape design which are designed by the building architect. as opposed to elements created by an artist commissioned for that purpose. Such elements may be considered artwork when commissioned from an artist as an integral aspect of the structure or site.
- (4) Commercial expression, including design elements related to the visual identity of a developer or occupant of a building such as a logo, trademark iconography, color scheme or theme, even if created by an artist.
- (5) Services or utilities necessary to operate and maintain an artwork over time.
- (6) Works of art not visible to the public from a public right-of-way.

*Artist* means an individual recognized by critics and peers as a professional practitioner in the visual arts as judged by the practitioner's body of work, educational background and training, experience, public commissions, exhibition record, publications, receipt of honors and awards, and training in the arts. The term "artist" includes local artists.

*Construction costs* means the hard costs associated with the construction of a project excluding real property acquisition costs, environmental remediation costs, demolition costs, grading and site preparation costs, and costs associated with subsequent changes in construction contracts. Calculations shall be based on construction and site improvement costs as declared on all building permit applications for the project. For purposes of calculating the public art assessment, construction costs shall include, but not be limited to, all building, plumbing, mechanical, and electrical permit applications for the project.

*Exterior* means any place, public or private, outdoor and exterior to buildings or structures and exposed to public view, including, but not limited to, buildings, parks, right-of-way medians and open spaces.

*Local artist* is an artist, as defined in this section, who resides in the county.

*Master plan* means the public art master plan, as approved by the city commission from time to time.

*Mural* means any drawing, artwork, inscription, or marking that is marked, etched, drawn or painted on any building or structure.

*Project* means new construction, renovation work, or façade improvements requiring a building permit where 50 percent or more of a building is being modified, renovated, expanded, rebuilt or improved by construction. For purposes of this article, project shall not include the following:

- (1) Repair or reconstruction of structures which have been damaged by fire, flood, wind, earthquake, tropical storm or other casualty;
- (2) Historic preservation or restoration;
- (3) Interior renovation;
- (4) Flood protection work items;
- (5) Fire sprinkler installation work items as defined by the city code.

Each phase of a residential planned development shall be a separate project. If a developer is constructing four or more residential units in a residential planned development, or phase of such development, that did not previously comply with this article, such new construction shall be considered a project for purposes of this article. A residential unit shall be considered part of a project if the certificate of occupancy for the residential unit is not issued prior to the submittal of a building permit application for the remaining residential units in a group of four or more.

*Public art assessment* means the assessment of one percent of the total dollar amount of the construction costs of private development that equals or exceeds \$500,000.00, which may be discounted as provided in this article.

*Public place* means any place, public or private, exposed to public view, including, but not limited to, buildings, parks, right-of-way medians and open spaces. or any place owned and operated by a government or governmental entity and which is accessible to the public.

*Renovation* means a project requiring a building permit where 50 percent or more of the exterior building area is being modified, rebuilt or improved by construction. For purposes of this article, renovation shall not include the following:

- (1) Repair or reconstruction of structures which have been damaged by fire, flood, wind, earthquake or other casualty;
- (2) Historic preservation or restoration;

*Temporary artwork* is artwork created for a specific timeframe or event, and which is situated at a particular site on a temporary basis, not to exceed a period of 18 months.

(Ord. No. 4915-20 , § 1, 12-28-2020)

### **Sec. 78-128. Applicability.**

(a) *The public art program requirements and public art assessment described in this section shall apply to the following activities:*

- (1) Private development projects as set forth in section 78-129.
- (2) Public construction projects as set forth in section 78-133.
- (3) Projects by a non-profit entity as set forth in section 78-129.

(b) *Exceptions.* The requirements of this article shall not apply to the following development or activities:

- (1) Single-family residences not developed as a planned development;
- (2) Ordinary property maintenance;
- (3) Repairs and restoration resulting from fire, flood, windstorm or other casualty or natural disaster, as determined by the building official;
- (4) Affordable residential housing units where at least 51 percent of the units are reserved for affordable housing;
- (5) Institutional uses, such as churches, hospitals, and public or not-for-profit private schools;
- (6) Projects on premises which are owned or leased solely by a non-profit entity recognized under section 501(c)(3) of the internal revenue code and used in furtherance of the non-profit purpose;
- (7) Industrial and commercial development that is not open or accessible to the public due to the storage or use of hazardous, radiological, or infectious materials, national security reasons, or other reasons related to the health, safety or security of the public.

(Ord. No. 4915-20 , § 1, 12-28-2020)







## State Housing Initiatives Partnership (SHIP) Program

### Local Housing Assistance Plan (LHAP)

2021-2022, 2022-2023, 2023-2024





Description	Page #
<b>Section I, Program Details</b>	<b>3-7</b>
<b>Section II, Housing Strategies</b>	<b>7-18</b>
A. <b>Owner Occupied Rehabilitation</b>	<b>7</b>
B. <b>Demolition/Reconstruction</b>	<b>8</b>
C. <b>Multi-Family Rental Housing Strategy</b>	<b>10</b>
D. <b>Purchase Assistance Strategy</b>	<b>12</b>
E. <b>Rapid Rehousing Strategy</b>	<b>13</b>
F. <b>Construction and Re-Development – Homeownership</b>	<b>14</b>
G. <b>Disaster Strategy</b>	<b>17</b>
<b>Section III, Incentive Strategies</b>	<b>19-22</b>
<b>Exhibits</b>	<b>22</b>
<ul style="list-style-type: none"> <li>A. Administrative Budget for each fiscal year covered in the Plan</li> <li>B. Timeline for Estimated Encumbrance and Expenditure</li> <li>C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan</li> <li>D. Signed LHAP Certification</li> <li>E. Signed, dated, witnessed or attested adopting resolution</li> <li>F. Ordinance: (If changed from the original creating ordinance)</li> <li>G. Interlocal Agreement</li> </ul>	



- d. Maximum award: Homeowners: \$50,000 Tenants: \$10,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: \$10,000 or less will be awarded as a grant. Over \$10,000 will be in the form of a deferred payment loan secured by a recorded mortgage and note.
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 5
  - 4. Forgiveness: 20% per year
  - 5. Repayment: Not required as long as the loan is in good standing
  - 6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.
- f. Recipient/Tenant Selection Criteria: Eligible applicants will be selected in the order in which they applied for the program and assisted on a first qualified and first served basis. Special needs households and very low income households will be given first priority in accordance with section 1(l) of this document.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Funds for disaster mitigation will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster items not covered by FEMA or private insurance

### III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

#### A. Name of the Strategy: Expedited Permitting

The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.

**Provide a description of the procedures used to implement this strategy:**

Under the current process, all building permit applications for affordable housing/ workforce housing projects are processed under the "Expedited Plan Review". The expedited permitting fees are waived for affordable housing projects.

#### B. Name of the Strategy: Modification of Impact Fees/Impact Fee Waiver

The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

**Provide a description of the procedures used to implement this strategy:**

Impact fees associated with development are charged by the County. Engineering construction administration fee is reduced by 25% from 2.5% of site costs to 1.875% of site costs.



Engineering Services "Site Development Improvement Review" fee by is reduced by 25% from 3% of site costs or \$1,000 minimum to 2.25% or \$750 minimum.

2. This incentive is eligible for affordable and/or workforce housing projects city-wide. The City will set aside funds from its Housing Trust Fund to subsidize the County's impact fees for affordable/housing development project(s). Each development project would have a maximum limit of impact fee waivers available, at which it would depend on the percentage of affordable or workforce housing being provided in the project. The City also plans to encourage developers to see funding from the county's impact fee subsidy program, prior to applying with the City.

**C. Name of the Strategy: Flexibility in Densities /Density for Affordable Housing**

The allowance of flexibility in densities for affordable housing.

**Provide a description of the procedures used to implement this strategy:**

The City allows for increased Floor Area Ratio (FAR) within the Downtown Master Plan for projects that include affordable, attainable and workforce housing. The City will look for ways to expand these recommendations to eligible projects city-wide, while exploring additional density incentives such as max dwelling units per acre and the expansion of the TDR program city-wide.

**D. Name of the Strategy: Reservation of Infrastructure Capacity**

The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

**Provide a description of the procedures used to implement this strategy:**

The City currently waives capacity charges for water and wastewater for affordable and/or workforce housing projects in accordance with resolution 83-16.

This incentive is eligible for affordable and/or workforce housing projects city-wide. This incentive is eligible for affordable and/or workforce housing projects city-wide. By creating a methodology that would provide a sliding scale in calculating waivers for capacity charges. Each individual development project would have a maximum limit of capacity charges waivers available. The dollar amount of waivers received would depend on the percentage of affordable or workforce housing in the development project. By allocating a set amount of funds in the City's annual budget to help offset capacity charges.

**E. Name of the Strategy: Allowance of Affordable Accessory Residential Units**

The allowance of affordable accessory residential units in residential zoning districts.

**Provide a description of the procedures used to implement this strategy:**

The City currently allows for accessory residential units in SF-14 Districts and Live/ Work segments of Mixed Use Categories. The City will also explore the opportunity and availability of Accessory Dwelling units (ADU) for affordable housing city-wide where it is allowed per zoning guidelines, while also looking at opportunities to provide low interest construction loans for ADUs.

**F. Name of the Strategy: Reduction of Parking and Setback Requirements**

The reduction of parking and setback requirements for affordable housing.



**CERTIFICATION TO  
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

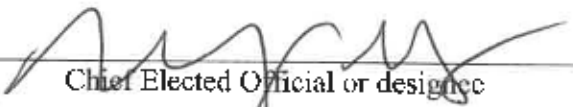
**City of West Palm Beach**

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LIAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

\_\_\_\_\_  
Witness

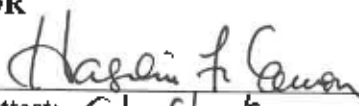
  
\_\_\_\_\_  
Chief Elected Official or designee

\_\_\_\_\_  
Witness

Keith A. James, Mayor  
\_\_\_\_\_  
Type Name and Title

1-5-2022  
\_\_\_\_\_  
Date

Kelly Shoaf, City Commissioner

OR  
  
\_\_\_\_\_  
Attest: City Clerk

(Seal)

CITY ATTORNEY'S OFFICE

Approved as to form and legality  
By: Samuel A. Thomas

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN (LHAP) FOR PROGRAM YEARS 2021-2022, 2022-2023, 2023-2024; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND CERTIFICATIONS NECESSARY FOR SUBMISSION OF THE LHAP FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AUTHORIZING THE MAYOR TO EXECUTE ALL AGREEMENTS AND RELATED DOCUMENTS NECESSARY TO RECEIVE THE GRANT FUNDS AND TO AWARD THE GRANT FUNDS TO SUBRECIPIENTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

\* \* \* \* \*

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Secs. 420.907-420.9079, Florida Statutes, and Rule 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan (LHAP) outlining how such funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy in the plan; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; and

WHEREAS, the Housing and Community Development Department has prepared a three-year Local Housing Assistance Plan for program years 2021-2022, 2022-2023, 2023-2024 submission to the Florida Housing Finance Corporation; and

WHEREAS, Section 420.9075(7), Fla. Stat. provides that only five percent of the local housing distribution plus five percent of program income may be used for administrative costs unless the governing body finds, by resolution, that such sum is insufficient to adequately pay the necessary costs of administering the plan; and in that event, eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to ten percent of each fund for administrative costs; and

WHEREAS, the necessary costs of administering the LHAP for the City of West Palm Beach exceeds five percent of the local housing distribution plus five percent of program income; and

WHEREAS, the City of West Palm Beach desires to comply with the statutory requirements for participating in the State Housing Initiatives Partnership Program by submittal of its LHAP plan.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA that:**

**SECTION 1:** The City Commission hereby finds that continued participation in the State Housing Initiatives Partnership Program contributes to the welfare of the residents of the City.

**SECTION 2:** The City Commission finds that the necessary costs of administering the LHAP for the City of West Palm Beach exceeds five percent of the local housing distribution plus five percent of program income, and hereby approves use of up to ten percent (10%) of the local housing distribution plus ten percent (10%) of program income for administrative expenses.

**SECTION 3:** The City Commission hereby approves the Local Housing Assistance Plan for fiscal years 2021-2022, 2022-2023, 2023-2024 and authorizes submission of the plan to the Florida Housing Finance Corporation. A copy of the plan is attached hereto and incorporated herein as **Exhibit "A"**.

**SECTION 4:** The Mayor is hereby authorized to execute on behalf of the City all documents necessary for submission of the Plan, for receipt of the funds, and use of the funds.

**SECTION 5:** The City Clerk is directed to provide a certified copy of this Resolution to the Director of Housing and Community Development for submittal to the Florida Housing Finance Corporation with the LHAP.

**SECTION 6:** This Resolution shall take effect immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]



PASSED AND ADOPTED THIS 29TH DAY OF NOVEMBER, 2021.



**ATTEST:**

X *Hazeline F Carson*  
CITY CLERK  
Signed by: Hazeline F Carson

**CITY OF WEST PALM BEACH  
BY ITS CITY COMMISSION:**

X *Keith A. James*  
PRESIDING OFFICER  
Signed by: Keith Alan James

**APPROVED AS TO FORM AND  
LEGALITY:**

11/29/2021  
X *Nancy Urcheck*  
CITY ATTORNEY  
Signed by: Nancy DeSimone Urcheck

**Exhibit F  
Program Information Sheet**

The following information must be furnished to the Corporation before any funds can be disbursed.

<b>Local Government</b>	City of West Palm Beach
<b>Chief Elected Official</b>	Keith A. James, Mayor
<b>Address</b>	401 Clematis Street, West Palm Beach, FL 33401
<b>SHIP Administrator</b>	Jennifer Ferriol, Director of Housing & Community Dev.
<b>Address</b>	401 Clematis Street, West Palm Beach, FL 33401
<b>Telephone</b>	561-822-1250
<b>EMAIL</b>	<a href="mailto:JFerriol@wpb.org">JFerriol@wpb.org</a>
<b>Alternate SHIP Contact</b>	Kimberly Spence, HCD Programs Manager
<b>Telephone</b>	561-822-1250
<b>EMAIL</b>	<a href="mailto:Ksspence@wpb.org">Ksspence@wpb.org</a>
<b>Local Government Employer Federal ID #</b>	59-6000448
<b>Other Information</b>	

Please attach this form as Exhibit F and submit along with your completed LHAP.

**Att. 12** *Indicate if the project is anticipated to cause any residential displacement, and if so, identify: the number of occupied housing units at time of proposal submittal; number of households that will be displaced; householder tenure; estimated number of persons to be displaced; and whether displacement is temporary or permanent. For projects that will result in the displacement of residential tenants from the project site, the proposal shall include a relocation plan to provide relocation assistance to such tenants. Submit as Attachment 12.*

Gallery at Sunset Park will be developed on vacant land. The project will not cause any residential displacement. A relocation plan is therefore not applicable.





**Att. 13** Provide a completed and executed copy of the Respondent Certification Form, attached hereto as Exhibit C. Submit as Attachment 13.

---

Provided on the following page is **Exhibit C**, an executed public disclosure, in writing, under oath and subject to the penalties prescribed for perjury, disclosing the name of any Respondent officer, director, or agent, who is also an employee of Palm Beach County, and disclosing the name of any County official or employee who owns, directly or indirectly, an interest in Respondent's firm or any of its affiliates.



**EXHIBIT C**

**RESPONDENT CERTIFICATION FORM**

By signing below, the undersigned Alberto Milo, Jr., as Vice President of Gallery at Sunset Park, LLC (the Respondent), a Florida Limited Liability Company i.e. Florida corporation hereby certifies that the undersigned is duly authorized to sign this Respondent Certification Form on behalf of the Respondent and that this Respondent Certification Form shall be fully binding upon Respondent. Respondent hereby covenants and agrees to comply with the terms upon RFP HED.HBLP.2024.4, all related Federal Regulations, and related Addenda and to attempt to negotiate in good faith with the County the terms of an agreement and will implement the response submitted by Respondent of the RFP. The Respondent further covenants and agrees that it has received all of the information referenced in the RFP, that Respondent fully understands the same, that Respondent completely and accurately completed the response submitted by Respondent pursuant to the RFP, that the information contained in such response submitted by Respondent is true and correct and that Respondent shall be bound by the terms and conditions of the RFP and the covenants, agreements and representations made by Respondent herein and in the response submitted by Respondent to the RFP.

Date of Execution by Respondent: April 1, 2024.

Gallery at Sunset Park, LLC  
RESPONDENT

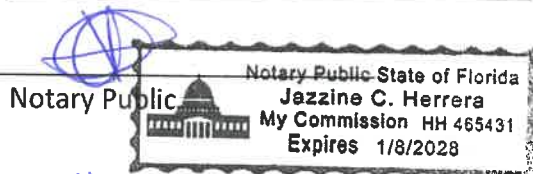
By: *Alberto Milo, Jr.*  
Signature

Its: Vice President  
SEAL

Alberto Milo, Jr.  
Print Signatory's Name

The foregoing Respondent Certification Form was acknowledged before me this 1st day of April, 2024, Alberto Milo, Jr. the Vice President of Gallery at Sunset Park, LLC, a Florida LLC (state and type of entity), who is personally known to me OR who produced \_\_\_\_\_ as identification and who did take an oath.

*Jazzine Herrera*  
Print Notary Name



NOTARY PUBLIC

State of Florida at large

My Commission Expires



**Att. 14** *Provide an executed public disclosure, in writing, under oath and subject to the penalties prescribed for perjury, on the form attached hereto as Exhibit D, disclosing the name and address of every person having a beneficial interest in the proposed transaction. The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public, is exempt and need not be disclosed. Submit as Attachment 14.*

Provided on the following page is an executed public disclosure, in writing, under oath and subject to the penalties prescribed for perjury, on **Exhibit D**, disclosing the name and address of every person having a beneficial interest in the proposed transaction.



**EXHIBIT D**

**DISCLOSURE OF BENEFICIAL INTERESTS  
(REQUIRED BY FLORIDA STATUTES 286.23)**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Alberto Milo, Jr. hereinafter referred to an Affiant who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Vice President of Gallery at Sunset Park, LLC which entity is the Lead Entity for the Respondent to Palm Beach County Request for proposals Number RFP HED.HBLP.2024.4.
2. Affiant's address is: 2850 Tigertail Avenue, Suite 800, Miami, FL 33133
3. Attached hereto, and made a part thereof, as an Attachment is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the proposed project and the percentage interest of each such person or entity.
4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief, it is true, correct, and complete.

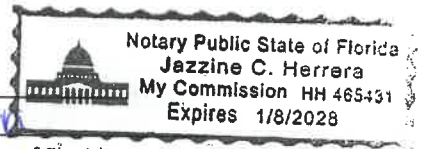
FURTHER AFFIANT SAYETH NAUGHT.

By: [Signature] Alberto Milo, Jr., Affiant

The foregoing instrument was sworn to, subscribed and acknowledged before me this 1st day of April, 2024 by Alberto Milo Jr, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did take an oath.

(NOTARY SEAL BELOW)

Notary Signature: [Signature]  
Notary Name: Jazzine Herrera  
Notary Public State of Florida



**ATTACHMENT TO DISCLOSURE OF BENEFICIAL INTERESTS**

**SCHEDULE TO BENEFICIAL INTERESTS IN PROJECT PROPOSAL**

Affiant is only required to identify five percent (5%) or greater beneficial interest holders in the proposed project. If none, so state. Affiant must identify individual owners. If, by way of example, the proposed project is wholly or partially owned by another entity, such as a corporation, Affiant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
Alberto Milo, Jr.	2850 Tigertail Avenue, Suite 800, Miami, FL 33133	31.64%
Jon Paul Perez	2850 Tigertail Avenue, Suite 800, Miami, FL 33133	16.34%
Nicholas Alexander Perez	2850 Tigertail Avenue, Suite 800, Miami, FL 33133	16.34%
Christina Anne Perez	2850 Tigertail Avenue, Suite 800, Miami, FL 33133	16.34%
Felipe Manuel Perez	2850 Tigertail Avenue, Suite 800, Miami, FL 33133	16.34%



**Att. 15** *Provide an executed public disclosure, in writing, under oath and subject to the penalties prescribed for perjury, on the form attached hereto as Exhibit E, disclosing the name of any Respondent officer, director, or agent, who is also an employee of Palm Beach County, and disclosing the name of any County official or employee who owns, directly or indirectly, an interest in Respondent's firm or any of its affiliates. Submit as Attachment 15.*

Provided on the following page is **Exhibit E**, an executed public disclosure, in writing, under oath and subject to the penalties prescribed for perjury, disclosing the name of any Respondent officer, director, or agent, who is also an employee of Palm Beach County, and disclosing the name of any County official or employee who owns, directly or indirectly, an interest in Respondent's firm or any of its affiliates.





**EXHIBIT E**

**DISCLOSURE OF RELATIONSHIPS WITH COUNTY**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Alberto Milo, Jr. hereinafter referred to an Affiant who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Vice President of Gallery at Sunset Park, LLC which entity is the Lead Entity for the Respondent to Palm Beach County Request for proposals Number RFP HED.HBLP.2024.4.
2. Affiant's address is: 2850 Tigertail Avenue, Suite 800, Miami, FL 33133
3. Attached hereto, and made a part thereof, as an Attachment is a complete listing of the names and addresses of every officer, director, or agent of the Respondent who is also an employee of Palm Beach County, and the names and addresses of every County official or employee who owns, directly or indirectly, an interest in the Respondent's firm or any of its affiliates.
4. Affiant acknowledges that this Affidavit will be relied upon by Palm Beach County.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief, it is true, correct, and complete.

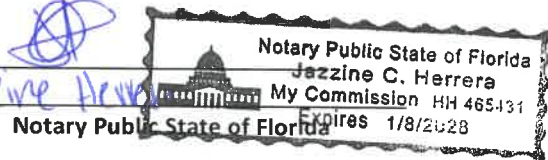
FURTHER AFFIANT SAYETH NAUGHT.

By: *Alberto Milo, Jr.* Alberto Milo, Jr., Affiant

The foregoing instrument was sworn to, subscribed and acknowledged before me this 1st day of April, 2024, by Alberto Milo Jr, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did take an oath.

(NOTARY SEAL BELOW)

Notary Signature: *Jazzine Herrera*  
Notary Name: Jazzine Herrera





**Att. 16** *Provide a detailed litigation history of the Respondent, which shall identify any litigation matter in the past five (5) years involving any projects or key personnel employed by Respondent. Submit as Attachment 16.*

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Gallery at Sunset Park, LLC is a newly-formed, single-purpose entity. Therefore, the Respondent has no litigation history.





**Att. 17** Provide an executed Drug Free Workplace Certification indicating that the Respondent has implemented a Drug Free Workplace Program, which meets requirements of Section 287.087, Florida Statutes. A Drug Free Workplace Certification is provided as Exhibit F to this RFP. If Respondent has not implemented a Drug Free Workplace program, simply complete the form using "not applicable". Submit as Attachment 17.

An executed Drug Free Workplace Certification is provided on the following page.



WYNWOOD 25 DEVELOPED BY RELATED GROUP



**EXHIBIT F**

**DRUG FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Gallery at Sunset Park, LLC  
BUSINESS NAME

  
PROVIDER'S SIGNATURE



