

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: February 9, 2016 Consent Regular
 Ordinance Public Hearing

Department: Department of Economic Sustainability

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) PRCMVAL Acquisition, LLC (PRCMVAL) together with its permitted assignee, PRCP-Abacoa Investment, LLC (PRCP) as the purchaser of the property identified in the Declaration of Restrictions granted to Palm Beach County by Dakota Abacoa Housing, LLC (DAH) on June 21, 2012, and recorded in Official Records Book 25305, Page 544, of the Public Records of Palm Beach County, Florida;
- B) Jackson National Life Insurance Company as PRCMVAL's and PRCP's first mortgage lender in connection with their purchase of the above stated property; and
- C) Delegation of authority to the County Administrator, or her designee, to execute a Subordination Agreement with Jackson National Life Insurance Company, any other documents required in connection with the closing of the aforesaid sale of the above stated property, amendments to the Declaration of Restrictions, and a Release of Restrictions upon the receipt of full repayment of the amount secured by the Declaration of Restrictions.

Summary: On April 3, 2012, the Board of County Commissioners (BCC) approved (R2012-0524) \$445,512 in impact fee credits for DAH under the Impact Fee Affordable Housing Assistance Program. A Certificate of Award was provided which enabled DAH to receive impact fee credits for 132 of 142 rental housing units at the Dakota Apartments project. A Declaration of Restrictions in favor of Palm Beach County was recorded against the property to secure these funds and to ensure a 15 year affordability period. The construction of the project was completed in 2014 and the units were put in service. DAH wishes to sell the property to PRCMVAL and PRCP as the permitted assignee, and has requested approval of this purchaser as required under the Declaration of Restrictions. PRCMVAL and PRCP have committed to accept the restrictions and conditions of the Declaration of Restrictions as required therein. Approval of the new first mortgage lender, Jackson National Life Insurance Company, in lieu of PNC Bank who is identified in the Declaration of Restrictions as the first mortgage lender, is also required in order to subordinate the lien of the Declaration of Restrictions to that of the new first mortgage. Delegation of authority to the County Administrator, or her designee, is requested in order to facilitate the sale transaction in a timely manner. These funds are from interest earned by the Impact Fee Fund, District 1 (JB)

Background and Justification: On November 17, 2009, the BCC authorized the use of impact fee investment earnings from roads, parks, and public buildings for affordable housing projects. The BCC directed the Department of Economic Sustainability to notify the public of the availability of these funds and to accept requests on an on-going basis until all funding is utilized. DAH's funding request included evidence of site control, infrastructure availability, appropriate zoning, and proper location within the County's Zone 1 Road Impact Fee area. All 132 affordable rental units at Dakota Apartments are intended to be rented to persons of moderate income whose incomes are no more than 120% of area median income.

Attachments:

- 1. Declaration of Restrictions from Dakota Abacoa Housing, LLC
- 2. Letter of February 4, 2016, from purchaser

Recommended By: Shirley Howard 1-5-16
Department Director Date

Approved By: Sharon RB 2/8/16
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	* 0				

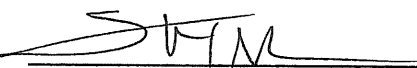
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes ___ No ___

Budget Account Nos.:

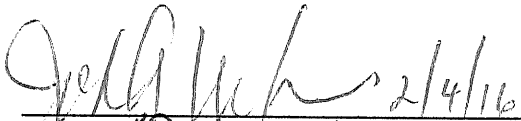
B. Recommended Sources of Funds/Summary of Fiscal Impact:

* No fiscal impact

C. Departmental Fiscal Review: 
Shairette Major, Fiscal Manager II

III. REVIEW COMMENTS

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


OFMB *AP 2/3* *MS 2/3* *AP 2/4* 2/4/16

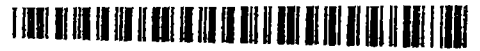

Contract Development and Control 2/5/16

B. Legal Sufficiency:


Assistant County Attorney 2/8/16

C. Other Department Review:

Department Director



CFN 20120260880
OR BK 25305 PG 0544
RECORDED 07/03/2012 11:06:42
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0544 - 549; (6pgs)

Return to:
Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Prepared by: Tammy K. Fields,
Senior Assistant County Attorney

DECLARATION OF RESTRICTIONS

The undersigned, Dakota Abacoa Housing, LLC, having its principal office at 5604 PGA Boulevard, Suite 109, Palm Beach Gardens, FL 33418, (hereinafter referred to as "Declarant", which term as used in every instance herein shall include Declarant's successors and assigns), for the property described below, in consideration for the receipt of a Certificate of Award (the "Certificate"), dated April 3, 2012, under Palm Beach County's Impact Fee Assistance Program and the receipt of a credit valued at Four Hundred and Forty Five Thousand Five Hundred Twelve and 00/100 Dollars (\$445,512) towards the payment of road impact fees as provided by the Palm Beach County Board of County Commissioners (the "County"), does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as the Property, which is more fully described in Attachment 1 annexed hereto.

1. The restrictions contained in this Declaration of Restrictions (the "Declaration") shall be deemed a covenant running with the land and are binding upon the undersigned, their heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Palm Beach County Board of County Commissioners, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.

2. In consideration for the receipt of the Certificate and its associated credit of \$445,512 towards the payment of Zone 1 Road Impact Fees, the Declarant hereby covenants and agrees as follows:

- (a) To construct no less than one hundred and forty-two (142) rental housing units on the Property, together with ancillary improvements, all of which shall be known as Dakota Apartments. Of the aforesaid rental housing units, no less than one hundred and thirty-two (132) units shall be "Affordable Rental Housing Units" affected by the restrictions and conditions of this Declaration, and by those contained in the Certificate referenced herein, and no more than ten (10) units shall be "Unrestricted Units" unaffected by these restrictions and conditions. Each of the aforesaid Affordable Rental Housing Units shall be the unit tenant's home under the limits of a signed lease document. None of the Affordable Rental Housing Units may be used for transitional housing, for emergency shelters, or for other non-permanent housing.
- (b) To obtain all building permits for the construction of all Affordable Rental Housing Units at Dakota Apartments from the building department with jurisdiction over the Property no later than April 3, 2013.
- (c) To obtain certificates of occupancy from the building department with jurisdiction over the Property for all Affordable Rental Housing Units at Dakota Apartments no later than April 3, 2016.
- (d) To lease, for a period of fifteen (15) years from the date of issuance of the last certificate of occupancy for the Affordable Rental Housing Units at Dakota Apartments, all one hundred and thirty-two (132) Affordable Rental Housing Units to households whose incomes, adjusted for family size, are no more than one hundred and twenty percent (120%) of Area Median Income (hereinafter "AMI") at the time these units are first occupied, and thereafter, at any time new tenants occupy these units. AMI shall mean the most recent area median income published by the U. S. Department of

Housing and Urban Development (hereinafter "HUD") for the West Palm Beach-Boca Raton Metropolitan Statistical Area.

- (e) To lease, for the aforesaid fifteen (15) year period, each of the herein described Affordable Rental Housing Units at an Affordable Rental Rate where the monthly rent including Utilities (hereinafter "Utilities") shall not exceed thirty percent (30%) of the gross income (adjusted for family size) of a prospective tenant household whose annual income does not exceed one hundred and twenty percent (120%) of AMI. Utilities, for the purposes of this Section, and as this term hereinafter appears, shall be defined as gas, water, electric, and sewer/garbage based on the current utility allowances in the Allowances for Tenant-Furnished Utilities and Other Services for Palm Beach County as published by HUD.
- (f) Not to discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression in the use, or occupancy of any housing unit constructed on the Property.

3. The Declarant shall in connection with the lease or sale of the Property comply with all federal, state and local Fair Housing laws.

4. The Declarant may, at any time during the aforesaid fifteen (15) year period, convert the one hundred and thirty-two (132) Affordable Rental Housing Units at Dakota Apartments, to affordable for-sale housing units provided that the Declarant complies with the following requirements for the balance of the fifteen (15) year period remaining after such conversion:

- (a) The Declarant shall sell each converted unit only to a household whose gross income (adjusted for family size) does not exceed one hundred and twenty percent (120%) of AMI at the time of sale.
- (b) The Declarant shall assure that, at the time of sale, each converted unit is affordable to the purchasing household such that the sum of the mortgage principal and interest, real estate taxes, property insurance, and Utilities, calculated on a monthly basis, does exceed thirty percent (30%) of the gross monthly household income of the purchasing household.
- (c) The Declarant shall assure that, at any time after the initial sale of a converted unit, the resale of each such converted unit complies with the above enumerated requirements.

5. Except as provided for above for the conversion of Affordable Rental Housing Units to affordable for-sale housing units, should Declarant change the use or planned use, or discontinue use, of the Property (including the beneficiaries of such use) from affordable rental housing, or should the Declarant sell, convey or transfer title to the Property, then the Declarant shall pay the County an amount equal to the entire credit amount described herein as provided by the County to the Declarant.

In the event of any proposed sale, conveyance or transfer of the Property, the Declarant must obtain approval of the County. Any approved sale or conveyance of the Property by the Declarant will be contingent upon the receipt of the payment by the County in accordance with the above provisions, or the receipt of a commitment, executed by a subsequent owner acceptable to the County, confirming its acceptance of the restrictions and conditions provided herein for the duration of this Declaration.

Notwithstanding the foregoing, the restrictions set forth herein shall run with the land whether or not such commitment is obtained from a subsequent owner.

6. Declarant has secured a loan to acquire the Property and to construct Dakota Apartments in an amount up to \$15,000,000 from PNC Bank, or its successors (the "First Mortgage Holder"), which loan has been secured by a separate mortgage encumbering

the Property (the "First Mortgage"). The lien created by this Declaration shall be senior to all other liens, encumbrances, and mortgages on the Property except the lien created by the First Mortgage, and except any other liens expressly recognized by the County in writing.

7. The Declarant shall pay, or cause to be paid, all taxes due while the Property is in its possession, and the Declarant shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Property, or any part of thereof, any lien superior to the lien of this Declaration except for the lien created by the First Mortgage, and except for any other liens expressly recognized by the County in writing. The Declarant shall keep and maintain the Property free from the claims of all parties supplying labor or materials unto the same. The Declarant agrees to notify the County of any liens, judgments or pending foreclosure on the Property within five (5) working days of the receipt of said notice by Declarant.

8. The Declarant acknowledges and covenants that the Declarant's failure to perform any covenant, agreement, term, or condition contained herein, or in the Certificate referenced herein, shall constitute a default under this Declaration. If the Declarant fails, neglects, or refuses to perform any of the provisions, terms and conditions set forth herein, or in the Certificate, or fails to cure any breach of this Declaration, or the Certificate, after appropriate notice, the Declarant shall pay the County an amount equal to the entire credit amount as described herein. If the Declarant shall fail to pay said amount, the County shall have the right to file in a court of competent jurisdiction an action for collection of due and unpaid amounts and penalties which the Declarant is obligated to pay hereunder.

In the event of default, before the County shall pursue any of its rights or remedies under this Declaration, the County shall first give the Declarant written notice of the default complained of which such notice shall be given to the Declarant at their address shown herein. The Declarant shall then have thirty (30) calendar days from the date such notice is given to cure or correct any such default to the County's satisfaction. Should the Declarant fail to cure or correct any such default to the County's satisfaction within the aforesaid period, then the Declarant shall, within thirty (30) calendar days after such failure, and then once every year thereafter where such default persist in the opinion of the County, pay the County a penalty of One Thousand and 00/100 Dollars (\$1,000.00) per Affordable Rental Housing Unit per calendar year where such default exists. In lieu of paying the aforesaid penalty, the Declarant may cure or correct any such default by renting the next available vacant Unrestricted Unit such that it becomes compliant with the requirements for Affordable Rental Housing Units provided that the Declarant has obtained the County's advance approval to do so.

Notwithstanding the foregoing, and at the sole discretion of the County, upon providing notice to the Declarant of its determination that the Declarant is in default of the terms of this Declaration, and upon the Declarant's failure to cure the default to the County's satisfaction, the County may, from time to time, cure each default under any covenant so curable in this Declaration, or in any instrument creating a lien upon the Property, or any part thereof, to such extent that the County determines, and each amount paid, if any, by the County to cure any such default shall be paid by the Declarant to the County in addition to the legal rate of interest from the time of expenditure and shall constitute a lien against the property. The County shall provide the First Mortgage Holder thirty (30) calendar days notice before the County cures any default.

In addition to any remedy set forth herein, the County shall have such other remedies as are available at law or equity. The exercise or attempted exercise by the County of any right or remedy available under this Declaration shall not preclude the County from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed as an election of remedies. The Declarant shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the County, under this Declaration and the preparation and delivery of notices required hereunder. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration shall not bar or breach any of the County's rights or remedies on any subsequent default. The County shall provide the First Mortgage Holder thirty (30) calendar days notice before the County exercises any remedy under this provision.

9. All notices from the Declarant to the County and the County to the Declarant, and as otherwise required or permitted by any provision of this Declaration shall be in writing and sent by registered or certified mail and addressed as follows:

To County: Board of County Commissioners
c/o Palm Beach County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

To Declarant: Dakota Abacoa Housing, LLC
5604 PGA Boulevard, Suite 109,
Palm Beach Gardens, FL 33418

To First Mortgage Holder: PNC Bank, National Association
Post Office Box 1220
Rocky Mount, N.C. 27802

Such addresses may be changed by each party by written notice to the other parties.

10. The Declarant shall maintain its records as provided for in the Certificate and submit to the County an Annual Report, as described in the Certificate, detailing the Declarant's compliance with the terms of the Certificate and this Declaration.

11. The Declarant shall cause this Declaration to be recorded in the Public Records of Palm Beach County, Florida, and thereafter the Declarant shall provide it to the Director of the Department of Economic Sustainability, at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

Executed this 21st day of June, 2012.

Signed, sealed and delivered
in the presence of:

Witnesses:

Name: DENNIS E. WELLS

Signature:

[Signature]

Name: Hope OSANI

Signature: [Signature]

DAKOTA ABACOA HOUSING, LLC,
a Florida Limited Liability Company

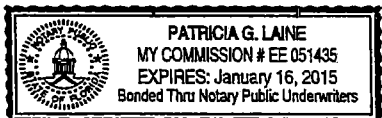
By: Eastwind Abacoa, LLC

a Florida Limited Liability Company,
its Managing Member

By: [Signature]
John F. Weir, Managing Member

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

The foregoing instrument was acknowledged before me this 21st day of, June, 2012, by John F. Weir, who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.



(NOTARY SEAL ABOVE)

Signature: [Signature]

Notary Name: Patricia G. Laine
Notary Public - State of Florida

ATTACHMENT 1
LEGAL DESCRIPTION OF THE PROPERTY

A PORTION OF TRACT NC1R, ABACOA - PLAT No. 4 REPLAT, AS RECORDED IN PLAT BOOK 99, PAGES 14 THROUGH 21, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT NC1R; THENCE ALONG THE EAST LINE OF SAID TRACT, SOUTH 02°10'57" WEST, A DISTANCE OF 249.80 FEET; THENCE CONTINUE ALONG SAID EAST LINE, SOUTH 01°08'07" WEST, A DISTANCE OF 57.11 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE ALONG THE SOUTH LINE OF TRACT NC1R, SOUTH 90°00'00" WEST, A DISTANCE OF 558.87 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE ALONG THE WEST LINE OF TRACT NC1R, NORTH 00°00'00" WEST, A DISTANCE OF 299.07 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 90°00'00" EAST, A DISTANCE OF 170.31 FEET; THENCE SOUTH 80°16'10" EAST, A DISTANCE OF 88.59 FEET; THENCE SOUTH 80°33'18" EAST, A DISTANCE OF 40.55 FEET; THENCE SOUTH 76°00'49" EAST, A DISTANCE OF 141.88 FEET; THENCE SOUTH 85°54'00" EAST, A DISTANCE OF 91.74 FEET; THENCE NORTH 02°10'57" EAST, A DISTANCE 73.04 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT NC1R AND BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF DAKOTA DRIVE; THENCE ALONG SAID NORTH LINE AND SAID RIGHT OF WAY LINE, SOUTH 85°54'30" EAST, A DISTANCE OF 40.02 FEET TO THE POINT OF BEGINNING.

and

A PORTION OF TRACT NC2R, ABACOA - PLAT No. 4 REPLAT, AS RECORDED IN PLAT BOOK 99, PAGES 14 THROUGH 21, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT NC2R; THENCE ALONG THE EAST LINE OF SAID TRACT, SOUTH 02°10'57" WEST, A DISTANCE OF 218.37 FEET; THENCE DEPARTING SAID EAST TRACT LINE, NORTH 87°48'10" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 17.00 FEET, A CHORD BEARING OF NORTH 63°32'14" WEST AND A CENTRAL ANGLE OF 52°56'35"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.71 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°59'29" WEST, A DISTANCE OF 14.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 24.00 FEET AND A CENTRAL ANGLE OF 19°09'30"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 8.03 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 174.00 FEET AND A CENTRAL ANGLE OF 19°10'01"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.21 FEET TO THE POINT OF TANGENCY; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 139.24 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 28.00 FEET, A CHORD BEARING OF SOUTH 28°32'08" WEST AND A CENTRAL ANGLE OF 20°07'32"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 28.00 FEET, A CHORD BEARING OF SOUTH 19°17'57" WEST AND A CENTRAL ANGLE OF 38°35'54"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 18.86 FEET; THENCE SOUTH 89°24'40" WEST, A DISTANCE OF 34.00 FEET; THENCE NORTH 80°16'30" WEST, A DISTANCE OF 47.85 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 214.37 FEET TO A POINT ON THE WEST LINE OF SAID TRACT NC2R; THENCE ALONG SAID WEST LINE, NORTH 00°00'00" EAST, A DISTANCE OF 239.23 FEET TO THE NORTHWEST CORNER OF SAID TRACT NC2R; THENCE ALONG THE NORTH LINE OF SAID TRACT, NORTH 90°00'00" EAST, A DISTANCE OF 586.17 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

ACCESS EASEMENT AGREEMENT BY AND BETWEEN NEW URBAN DAKOTA, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY AND DAKOTA ABACOA HOUSING, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED IN O.R. BOOK 25292, PAGE 1563, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN A PORTION OF TRACT NC2R, AS SHOWN ON THE PLAT OF ABACOA-PLAT NO.4 REPLAT, RECORDED IN PLAT BOOK 99, PAGES 14 THROUGH 21, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT NC2R; THENCE ALONG THE SOUTH LINE OF SAID TRACT NC2R AND THE NORTH RIGHT OF WAY LINE OF DAKOTA DRIVE, NORTH 89°39'09" WEST, A DISTANCE OF 40.02 FEET; THENCE DEPARTING SAID LINE, NORTH 02°10'57" EAST, A DISTANCE OF 155.29 FEET; THENCE SOUTH 87°48' 10" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST LINE OF SAID TRACT NC2R; THENCE ALONG SAID EAST LINE, SOUTH 02°10'57" WEST, A DISTANCE OF 154.00 FEET TO THE POINT OF BEGINNING.

PRCMVAL ACQUISITION, LLC

February 4, 2016

Edward W. Lowery
Director
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

Re: Dakota at Abacoa Apartments, Jupiter, Florida
Commitment of Purchaser to Accept Declaration of Restrictions

Dear Mr. Lowery:

PRCMVAL Acquisition, LLC (together with its permitted assignee, PRCP-Abacoa Investment, LLC, "Purchaser") has entered into a purchase and sale agreement with Dakota Abacoa Housing, LLC ("Seller") for the purchase of The Dakota at Abacoa Apartments in Jupiter, Florida (the "Property"). The Property is subject to a Declaration of Restrictions (the "Declaration") that was recorded in ORB 25305 PG 0544 on July 3, 2012 as Document No. 20120260880 in the Public Records of Palm Beach County, Florida that references certain workforce housing restrictions. All capitalized terms not otherwise defined shall have the same meaning as set forth in the Declaration.

The County confirms and represents to Purchaser and First Mortgage Holder that the apartment complex presently located on the Property is presently in compliance with the terms and conditions of the Declaration. Purchaser hereby commits that it accepts the restrictions and conditions of the Declaration in accordance with Section 5 of the Declaration, and requests County approval of the sale of the Property. No payment is due to the County upon such transfer.

Upon closing of the purchase of the Property, Purchaser will replace Seller as the Declarant under the Declaration. Jackson National Life Insurance Company will replace PNC Bank as the first mortgage holder under the Declaration. The County acknowledges and agrees that the County's consent will not be required to any transfer of the Property to First Mortgage Holder or any entity designated by First Mortgage Holder pursuant to a foreclosure.

The County confirms and represents to Purchaser that (1) Purchaser shall be allowed to calculate the maximum rent charged for the Affordable Rental Housing Units at the Property at 30% of the 120% of area median income (as adjusted by household size), as presently calculated by Seller and approved by the County's Department of Economic Sustainability; (2) that the

PRCMVAL ACQUISITION, LLC

portion of the Property subject to the Declaration (Phase I) is limited by the restriction set forth therein to a minimum of 132 Affordable Rental Housing Units and no more than 10 Unrestricted Units; (3) the County has been informed that there are an additional 48 units in Phase II of the Property that are also unrestricted units, and the County is amenable to amending the Declaration to encumber Phase II for the purpose of allowing the 132 Affordable Rental Housing Units and the 58 Unrestricted Units to be floating units located in either Phase I or II; and (4) should Purchaser change the use or planned use, or discontinue use of the Property from affordable rental housing, then the Purchaser shall pay the County an amount equal to the entire credit amount described in the Declaration. The County will terminate and release the Declaration upon receipt of such repayment.


Subject to the foregoing, the County consents to this transfer.

Thank you for your assistance in this matter.

Sincerely yours,

PRCMVAL Acquisition, LLC,
a Florida limited liability company

By: GEORGE FISHERMAN'S, LLC
A Florida limited liability Company, It's Manager

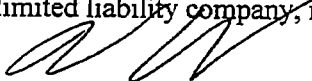
By: 
Name: George Banks
Its: Manager Member

PRCP-ABACOA INVESTMENT, LLC,
a Delaware limited liability company

By: PRCP-Abacoa Partners, LP,
a Delaware limited partnership,
its sole member

By: PRCP-Abacoa Manager, LLC,
a Delaware limited liability company,
its general partner

By: DNK Abacoa, LLC, a Delaware
limited liability company, its manager

By: 
Name: David N. Khoury
Its: Manager

PRCMVAL ACQUISITION, LLC

Accepted and Agreed this ___ day of February, 2016

By: _____

Name: Edward W. Lowery

Its: Director, Department of Economic Sustainability