Agenda Item #: **3I-2**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 2, 2025	**[X] Consent** **[ ] Ordinance**	**[ ] Regular** **[ ] Public Hearing**

Department: Housing and Economic Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: a Loan Agreement (Agreement) with the Housing Authority of the City of Belle Glade for Infrastructure Sales Tax (IST) Funds in the amount of $2,500,000.

Summary: This Agreement with the Housing Authority of the City of Belle Glade provides a total amount of $2,500,000 in IST funds toward the rehabilitation of up to 534 units for their Okeechobee and Osceola sites for farm labor housing. On November 1, 2022, the Board of County Commissioners (BCC) approved $2,500,000 in IST funding for the Project. The IST funds will provide for the restoration of 116 vacant units, the rehabilitation of 31 uninhabitable units, and the conversion of 24 units to handicap accessible within their Okeechobee and Osceola sites. All units will be for families whose income is no greater than 80% of the Area Median Income (AMI) (for a household of two (2) persons no greater than $74,880) for an affordability period of perpetuity. The total development cost is $16,845,000.

The Agreement has been executed on behalf of the BCC by the Director of the Department of Housing and Economic Development (DHED) in accordance with Agenda Item 5B-1, as approved by the BCC on November 1, 2022, that delegated authority to the County Administrator or designee to execute agreements, amendments thereto, and all other related documents necessary for Project implementation. In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating department as a receive and file agenda item. **These are County IST Program funds that do not require a local match.** District 6 (HJF)

Background and Justification: On November 8, 2016, the voters of Palm Beach County approved an Infrastructure Surtax Project Plan for one cent for a maximum of ten (10) years beginning January 10, 2017. The plan included a Housing Authority Incentive Fund strategy in the amount of $2.5M.

Attachment(s):
1. Loan Agreement with the Housing Authority of the City of Belle Glade
2. Location Maps
3. Income Limits Chart
4. Budget Availability Statement

Recommended By: ______ 11/5/25
Department Director **Date**

Approved By: ______ 11/24/25
Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	$2,500,000				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	$2,500,000				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				

Is Item Included In Current Budget? Yes X No ___
Does this item include the use of Federal Funds? Yes ___ No X
Does this item include the use of State Funds? Yes ___ No X

Budget Account No.:

Fund 3950 Dept 411 Unit Q001 Object 4907 Program Code/Period N/A

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

Funding source is Infrastructure Sales Tax (IST) Funds.

C. Departmental Fiscal Review:

Valerie Alleyne, Division Director II
Finance and Administrative Services, DHED

III. REVIEW COMMENTS

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

11/7/25
OFMB DA 11/7/25

Contract Development and Control 11/17/25

B. Legal Sufficiency:

Chief Assistant County Attorney 11/19/25

C. Other Department Review:

Department Director

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement"), entered into on September 19, 2025, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (hereinafter referred to as the "County" or the "Lender") and **HOUSING AUTHORITY OF THE CITY OF BELLE GLADE,** a public body corporate and politic established pursuant to Chapter 421 of the Florida Statutes (the "Borrower").

1. RECITALS:

WHEREAS, the County has identified $2,500,000 in Infrastructure Sales Tax (IST) funding available to public housing authorities related to homelessness, and extremely low or low-income projects via Notice of Funding Availability HED.2022.3 (NOFA); and

WHEREAS, on November 1, 2022, the County, per the Borrower's response to the NOFA, allocated $2,500,000 in County funds to assist in the repair and rehabilitation of 534 housing units (the "Assisted Housing Units") in Okeechobee and Osceola Center Farm Labor Housing Facility located in Belle Glade, on property owned by the Borrower which is more particularly described in Exhibit A, attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Borrower has agreed to use County funds towards the Assisted Housing Units which require repair to116 vacant units, rehabilitation of 31 uninhabitable units, conversion of 24 units to handicap-accessible, and assist in filling the gap to renovate an additional 363 occupied units, all of which shall be affected by the occupancy and affordability requirements as more fully set forth herein; and

WHEREAS, the County wishes to assist in the provision of affordable housing by making a loan in the principal amount of $2,500,000 (the "Loan"), to the Borrower; and

WHEREAS, the Borrower and the County have negotiated the terms and conditions of and wish to enter into this Loan Agreement in order to set forth the terms and conditions for the disbursement of the Loan.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements set forth below, the receipt and sufficiency of which is hereby acknowledged, the Borrower and the County agree as follows:

2. OVERVIEW OF THE PROJECT:

The Borrower owns the Premises as evidenced by deeds and documentation as presented in the response to the Notice of Funding Availability (NOFA) HED.2022.3. The Premises' legal description is attached hereto as Exhibit A. The Borrower shall use a portion of the loans secured by other mortgages listed herein plus this Loan towards the Assisted Housing Units, which require repair to 116 vacant units, rehabilitation of 31 uninhabitable units and conversion of 24 units to be accessible for person with mobility disabilities, all of which are located on the Premises. The locations of the Housing Assisted Units and a detail breakdown of all repairs and rehabilitations of those units are more particularly described in Exhibit G, attached hereto and made a part hereof. Funding from the Loan will also assist in filling the gap in cost for completing the renovation of an additional 363 occupied units. All Assisted Housing Units will be rented to households whose annual gross incomes, adjusted for family size, are at not more than eighty percent (80%) of the Area Median Income. The Non-Assisted Housing Units shall not be affected by the requirements of this Agreement, and the Borrower shall not receive any Loan funds made available herein for those units.

3. THE LOAN AND LOAN EXPENDITURE REQUIREMENTS:

The County shall make the Loan to the Borrower in an amount not to exceed the principal amount of **$2,500,000** upon the terms and conditions set forth herein, and at the rates and terms set forth in its Promissory Note (the "Promissory Note") and Mortgage and Security Agreement (the "Mortgage") which are attached hereto and made a part hereof as Exhibit B and Exhibit C, respectively.

The Borrower shall take the Loan and expressly agrees to comply with and to perform all of the terms and conditions of this Agreement, including all amendments thereto, the Promissory Note, the Mortgage and any other documents evidencing and securing this Loan (collectively hereinafter referred to as the "Loan Documents").

The closing of the Loan, including the execution of the Promissory Note and Mortgage, shall occur at the offices of the DHED or such other mutually agreed upon site no later than November 30, 2025 , unless extended by the County in its sole discretion; provided, however, Borrower and the County agree to use their respective commercially reasonable efforts to cause the closing of the Loan to occur simultaneously with the Closing of the other financing, currently scheduled to close on or about September 30, 2025 .

Any funds identified herein, not drawn or expended by the date provided below shall remain with the County and not be eligible for payment to the Borrower and the County may reallocate such funds for other projects or needs, unless such date is extended by written amendment to this Agreement. Furthermore, the County shall not be obligated to replace unused or reallocated Loan funds with funds from another source, and the County's right to reallocate such Loan funds shall not be subject to the rights of any other lender or the terms of any subordination agreement.

Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations, or from any other funding source, for any reason.

The Borrower recognizes and understands that by entering into this Agreement, the County wishes to further its provision of affordable rental housing to income qualified renters in a timely manner. The Borrower also recognizes and understands that the Borrower's performance as established under this Agreement is critical to the County's efforts in the provision of affordable housing, compliance with County requirements, and requirements for the use of County funds. The Borrower agrees that **time is of the essence** in regard to the Borrower's completion of the repair and rehabilitation of units in the Okeechobee and Osceola Center Farm Labor Housing Facility (also referred to herein as "Project") and the continued occupancy of the Assisted Housing Units therein as more fully specified in Section 6 and Section 7 herein.

In recognition of the above, the Borrower shall implement the Project as follows:

- **The Borrower shall have closed on the Loan as specified herein no later than <u>November 30, 2025.</u>**

- **The Borrower shall have commenced the Project no later than <u>January 31, 2026.</u>**

- **The Borrower shall have drawn 100% of the Loan up to $2,500,000 by <u>April 30, 2027</u>.**

If unforeseen circumstances occur that impact the Borrower's ability to meet the performance dates and require revisions thereof, the Borrower shall request, in writing, that dates used as performance requirements listed above be revised/amended. The County administrator, or the County's Department of Housing & Economic Development (DHED) Director, may, at his/her sole discretion, revised/amend the performance dates via written notification to the Borrower. The completion date for all activities may be revised only by an amendment to this Agreement.

4. <u>CONDITIONS PRECEDENT TO CLOSING:</u>

(A) <u>Conditions Precedent:</u>
The conditions listed below are conditions precedent to the County's acceptance of the Mortgage documents and disbursement of funds and shall be complied with in form and substance satisfactory to the County prior to the closing:

(i) <u>Title Insurance:</u>

(a) Within thirty (30) days of the effective date hereof, Borrower shall deliver to County a title commitment issued by a title insurance company qualified to do business in the State of Florida and acceptable to County, agreeing to issue to County upon recording of the Mortgage a Lender's Title Insurance Policy in the amount of said Mortgage, subject only to the Permitted Exceptions listed on <u>Exhibit F</u> attached hereto and made a part hereof. Said commitment shall have attached to it copies of all exceptions referred to in the title commitment. The cost of said title commitment and policy and any premium therefore shall be borne by Borrower.

(b) County shall have fifteen (15) days after receipt of the title insurance commitment in which to review the same. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify Borrower of its objections thereto and Borrower shall use commercially reasonable efforts to remove such exceptions, which exception shall be deemed to constitute title defects. The Borrower shall be entitled to thirty (30) days from the day of notification within which to cure such defects or make arrangements with the title insurer for the removal of any such objections from the commitment. If the defect shall not have been so cured or removed from the commitment by endorsement thereto within said thirty (30) day period, the County shall have the option of accepting title as it then exists or terminating this Agreement, by giving written notice thereof to Borrower, in which event the parties shall be relieved of all further obligations hereunder.

(c) The title insurance commitment shall be endorsed at closing to remove any and all requirements or pre-conditions to the issuance of a Lender's Title Insurance Policy, and to delete any exceptions for: (1) any rights or claims or parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Premises; (3) unrecorded easements and claims of liens; (4) taxes for the year 2023 and all prior years; (5) matters arising or attaching subsequent to the effective date of the commitment but before the Mortgage is recorded in the Public Records.

(ii) Survey: Borrower shall, concurrent with the submission of the above mentioned title commitment, deliver to the County a current certified survey of the Premises, prepared by a surveyor acceptable to the County, showing the following:

(a) The location of the perimeter of the Premises by courses and distances and perimeter footings in place, and by reference to Township, Range, Section unless platted, in which case, reference shall be to Tract, or Lot and Block per Plat.

(b) The location of and the identification by reference to recording data of all easements, rights-of-way, conditions and restrictions on or appurtenant to the Premises.

(c) The lines of the streets abutting the Premises and the width thereof.

(d) All encroachments, and the extent thereof, in feet and inches upon the Premises.

(e) Flood zone certification.

(f) Aerial boundary survey depiction.

(g) Any other notations required for the deletion of the survey exception from the Title Insurance Policy to be issued in accordance with Section 4(A)(i) above and any other requirements requested by the County.

(h) The survey shall be certified to: Palm Beach County, a political subdivision of the State of Florida.

(iii) Promissory Note: The Promissory Note, attached hereto as Exhibit B, shall be duly authorized, executed and delivered to the County;

(iv) Mortgage: The Mortgage, attached hereto as Exhibit C, shall be duly authorized, executed, acknowledged, delivered to the County, and when recorded, shall be a valid third mortgage lien on the Premises and on all fixtures and personal property owned by Borrower. The following conditions shall apply to the Mortgage:

(a) The Mortgage shall not be subject to any prepayment penalty.

(b) The Mortgage shall become immediately due and payable upon an unpermitted sale, transfer, or refinancing of the Premises, subject to the rights granted under the Mortgage.

(c) The Mortgage shall be non-assumable, unless the County has otherwise consented, which consent shall not be unreasonably withheld, conditioned or delayed, as more particularly set forth in the Mortgage.

(v) Mortgagor's Affidavit: An affidavit of Borrower shall be executed and delivered to the County as required by the title insurer as noted in Section 4(A)(i) above, certifying to all such facts as are required to delete the Standard Exceptions from the Lender's Title Insurance Policy and certifying that no liens exist on the Premises except for taxes not yet due and payable, the Senior Mortgages, and such other items as may be noted on the title commitment that the County does not object to, and that no other parties are entitled to possession except as otherwise provided therein.

(vi) Borrower's Documents: The Borrower shall deliver to the County the following documents:

(a) Certified resolutions or equivalent of the Borrower authorizing the execution and delivery of this Agreement, the Mortgage, Promissory Note and all other documents necessary or desirable, for the consummation of the transactions contemplated by this Agreement.

(viii) Senior Mortgages: The Borrower shall have obtained the consent of the holders of the following senior mortgages and security agreements to encumber the Premises: (i) that certain Mortgage from United States Department of Agriculture Rural Housing Service securing that certain Revenue Bond, Series G (First Mortgage) dated as of November 20, 2009, in the original principal amount of $2,600,000.00, as recorded in Official Record Book 23561, Page 277 in Palm Beach County, FL, and (ii) that certain loan from United States Department of Agriculture Rural Housing Service (securing that certain Revenue Bond, Series H (Second Mortgage) dated as of September 19, 2025, in the original principal amount of $2,680,000.00 to be recorded in the Public Records of Palm Beach County, Florida. The mortgage(s) securing the First and Second are each referred to herein as the "Senior Mortgages," and United States Department of Agriculture Rural Housing Service is a "Senior Mortgagee".

(ix) Opinion of Borrower's Counsel: The Borrower shall deliver to the County an opinion of counsel for Borrower and addressed to the County, such counsel to be reasonably satisfactory to the County, to the effect that:

(a) This Agreement and all Loan Documents and any other documents required to be delivered hereunder have been duly authorized, executed and delivered and are valid, binding and enforceable in accordance with their terms subject to applicable bankruptcy, insolvency, and similar laws affecting rights of creditors.

(b) That Borrower is a public body corporate and politic established pursuant to Chapter 421 of the Florida Statutes in good standing under the laws of the State of Florida and has all the necessary power and authority to undertake its obligations hereunder.

(c) The execution and delivery of the Loan Documents, the performance by the Borrower of its obligations under the Loan Documents, and the exercise by the Borrower of the rights created by the Loan Documents do not violate any Federal, Florida, or local law, rule or regulation.

(d) That the execution and delivery of the Loan Documents, the performance by the Borrower of its obligations under the Loan Documents, and the exercise by the Borrower of the rights created by the Loan Documents do not (1) to Counsel's knowledge, constitute a breach of or a default under any agreement or instrument to which the Borrower is a party or by which it or its assets are bound or result in the creation of a mortgage, security interest or other encumbrance upon the assets of the Borrower (except as set forth in the Loan Documents), or (2) to Counsel's knowledge, violate a judgment, decree or order of any court or administrative tribunal, which judgment, decree or order is binding on the Borrower or its assets.

(e) That to counsel's knowledge, and based on a certificate to be provided by Borrower, there are no proceedings pending or threatened before any court or administrative agency which will materially adversely affect the financial condition or operation of Borrower or the Premises, including but not limited to bankruptcy, reorganization or insolvency proceeding or any other debtor-creditor proceedings under the Bankruptcy Code or any similar statute.

(f) That the lien of the third Mortgage is a valid lien on the Premises and the security interest described in the third Mortgage is a good and valid security interest.

(g) Such other matters as the County may reasonably require.

(B) Expenses:
The Borrower shall have paid, or shall pay, all those fees and charges due and payable or ordered paid by the County as provided herein under Section 5 of this Agreement entitled Expenses.

(C) Other Documents:
The Borrower shall deliver to the County such other documents and information as the County may reasonably require.

(D) Representations and Warranties:
The representations and warranties of Borrower as set forth in this Agreement and the Loan Documents are true and correct in all material respects.

(E) Inability to Close Loan:
Either party may terminate this Agreement upon written notice to the other party if the contingencies to close the Loan or conditions precedent to closing will not be met by the date set herein for the closing of the Loan and the County does not agree, in its sole discretion, to extend the closing deadline.

5. EXPENSES:

The Borrower shall pay fees and charges incurred in the procuring and making of this Loan, if applicable, and other reasonable expenses incurred by the County related to the administration of the Loan, including but not limited to, Title Insurance Company's fees and premiums, charges for examination of title to the Premises, expenses of surveys, recording expenses, any and all insurance premiums, taxes, assessments, water rates, sewer rates and other charges, liens and encumbrances upon the Premises, annual loan servicing, rental compliance monitoring fee, and administrative fee as applicable, or as otherwise enumerated in any other Loan Document; provided however, the aggregate loan servicing, rental compliance monitoring and administrative fees of the County shall not exceed $2,500, annually. All expenses set forth in this Section 5 are not eligible for reimbursement under the Agreement.

6. USE OF LOAN FUNDS AND RELATED DATES:

Borrower shall, in addition to other financing sources, use the Loan in the amount of $2,500,000 for costs pertaining to the Project. Under a construction contract, as more fully described in Section 8 herein, Borrower shall commence construction no later than **January 31, 2026**. Upon completion of the renovation of the 363 occupied units, the repair of the 116 vacant units, the rehabilitation of the 31 uninhabitable units, and the conversion of the 24 units to be accessible for person with mobility disabilities, any applicable certificates of completion/occupancy issued by the building department with jurisdiction over the Project shall be presented to the County upon receipt by the Borrower.

7. OCCUPANCY, AFFORDABILITY AND OTHER REQUIREMENTS AFFECTING THE ASSISTED HOUSING UNITS:

The Borrower expressly agrees to the following terms and conditions:

(A) Occupancy
All Assisted Housing Units shall be leased by Borrower and must remain rental units in perpetuity (the "Affordability Period), which shall begin on the date the Mortgage is recorded in the Public Records of Palm Beach County, Florida.

(B) Affordability
All Assisted Housing Units shall, for the Affordability Period, be rented to households whose annual gross incomes, adjusted for family size, are at not more than eighty percent (80%) of the Area Median Income (hereinafter "AMI").

"AMI" shall mean the most current area median income published by HUD for the West Palm Beach-Boca Raton Metropolitan Statistical Area and annual gross income shall be as defined at s. 420.9071, Florida Statutes.

(C) Inspections
The County reserves the right but not the obligation to perform annual inspection of all Assisted Housing Units to determine occupancy eligibility and to ensure that such units are in good, safe, and sanitary condition.

(D) Affirmative Marketing:
In furtherance of the County's commitment to non-discrimination and equal opportunity in housing, DHED has established policies and procedures to affirmatively market Assisted

Housing Units produced through the use of these funds. These affirmative marketing procedures are implemented comprehensively for all housing programs through DHED and aim to effect greater participation of eligible persons without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genetic information.

The Borrower, in order to carry out the requirements and procedures of DHED's Affirmative Marketing Program, shall comply with the following procedures:

(i) Use the Equal Opportunity logo or slogan in advertisements;

(ii) Solicit applications from persons in the housing market area who are not likely to apply for housing without special outreach. The Borrower may satisfy this requirement by posting a notice of vacancies in any or all of the following:

- Community Organizations
- Fair Housing Groups
- Housing Counseling Agencies
- Commercial Media
- Employment Centers
- Local Public Housing Authorities (PHAs) or Other Similar Agencies
- Mobile Home Communities
- Agencies for the disabled
- Churches and other related organizations

(iii) Borrower shall keep records of its efforts to affirmatively market units and the Borrower shall provide DHED copies of its records, including advertisements, minutes of meetings, income documentation, and census tract information, as applicable, as evidence of the Borrower's efforts.

(E) Advertising:
Borrower shall include the County logo in all marketing materials for the Project. During the repair and rehabilitation of the Assisted Housing Units, the County shall be identified on and signage present on the property as one of the institutions financing the Premises. Additionally, Borrower agrees to ensure that DHED is notified and invited to any ceremonies regarding the project including, but not limited to, ribbon cutting, or grand opening ceremonies.

(F) Nondiscrimination:
The Borrower warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. The Borrower has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R2014-1421, as amended, or in the alternative, if the Borrower does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the Borrower will conform to the County's non-discrimination policy as provided in Resolution R2014-1421, as amended.

Furthermore, Borrower shall not discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, in the use, or occupancy of any housing unit constructed on the Premises, nor shall any person on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of the terms contained herein.

(G) Tenant Records to be Maintained:
The Borrower shall, for each of Assisted Housing Units that is rented, comply with the below requirements and maintain a file that, at minimum, contains the following:

(i) An application for lease, signed and dated by the applicant(s), identifying the household members that intend to occupy the apartment, the household characteristics, and the household income they have disclosed.

(ii) Source documentation evidencing the Borrower's verification of tenant's household income and a computation sheet demonstrating the Borrower's determination of the tenant's income eligibility to occupy the unit. Household income computation shall follow the United States Department of Agriculture Rural Development ("USDA") Guidelines pursuant to USDA HB-2-3560 RD Chapter 6 Project Occupancy ("USDA Guidelines").

(iii) Documentation evidencing the Borrower's recertification of the tenant's household income at the time of all lease renewals to ensure continued income eligibility.

(iv) A copy of the USDA income levels in effect at the time the initial lease is signed and at the time of the all lease renewals.

(v) A copy of each tenant's initial lease and all lease renewals and a computation sheet and supporting documentation for each demonstrating that the rent charged by the Borrower is an affordable rental rate as defined at s. 420.9071, Florida Statutes.

(vi) Should the Borrower elect to utilize criminal background information in the screening of prospective tenants or the retention/termination of tenants, the Borrower must develop and implement tenant selection policies which comply with USDA Guidelines.

Tenant selection/retention/termination shall not:

- Exclude persons from housing based on records of arrests not resulting in conviction;

- Exclude persons from housing based solely on conviction of any type, with the exception of those identified by USDA Guidelines (methamphetamine production and registered sex offender); and

- Be utilized to intentionally discriminate against protected classes of persons.

Tenant selection/retention/termination shall:

- Serve a substantial, legitimate, and non-discriminatory interest of the housing provider;

- Distinguish between criminal conduct which indicates a demonstrable risk to resident safety and/or property and that which does not;

- Consider the nature, severity, and recency of the criminal offense;
- Consider relevant individualized evidence such as: circumstances surrounding the criminal conduct; the age of the individual at the time of the conduct; tenant history before and/or after the criminal conduct; and rehabilitation efforts; and

- Be applied equally among all classes of protected persons.

The Borrower shall adopt and submit to the County its written tenant selection/retention/termination policies and criteria which shall:

- Limit the housing to very low and low income families;

- Be reasonably related to program eligibility and the applicant's ability to perform the obligations of the lease;

- Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and

- Give prompt written notification to any rejected applicant of the grounds for any rejection.

(vii) Any other documentation evidencing the Borrower's compliance with this Agreement.

(H) Reporting Requirements:

(i) During Construction, the Borrower shall submit to DHED a detailed **Project Report** in the form provided as Exhibit D to this Agreement or other forms as may be required by DHED. The Project Report shall be submitted to DHED when requested after the effective date of the Loan Agreement. The reports will be used to assess progress.

(ii) Upon completion of construction the Borrower shall submit to the County an **Annual Rent Roll** for all Assisted Housing Units in the form provided as Exhibit E to this Agreement. The Borrower shall first submit the Annual Rent Roll at the latest of the first anniversary of the later of (x) the date of execution of the Mortgage at the closing of the Loan, or (y) the date the first unit within the Project is occupied, and annually thereafter for the duration of the Affordability Period.

Exhibits D and E are attached hereto and made a part hereof.

(I) Natural Disaster or Act of God:
In the event of a natural disaster or act of god, vacant Project units that have not been leased, or have a pending lease, will be made available to assist eligible individuals and families as determined by County, for a duration determined by County.

THE REQUIREMENTS AND RESTRICTIONS SET FORTH IN THIS SECTION 7, OCCUPANCY, AFFORDABILITY AND REQUIREMENTS AFFECTING THE ASSISTED HOUSING UNITS, SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE COVENANTS RUNNING WITH THE LAND FOR THE AFFORDABILITY PERIOD SET FORTH HEREIN.

8. ELIGIBLE EXPENDITURES AND CONSTRUCTION REQUIREMENTS:

The Borrower expressly agrees to the following terms and conditions:

(A) Project Consultant:

The Borrower shall enter into a contract with an architectural consultant (which may be the Borrower's architect of record for the Project), who shall be a Florida Registered Architect, and designate the architectural consultant as the "Consultant" for this Project. The Consultant shall prepare construction specifications for the Project, review all applicable construction costs and change orders, coordinate any asbestos abatement work with the construction work, supervise the construction of the Project, review and approve all applicable construction contractor payments, and provide the County with written certification that the work has been completed acceptably in accordance with the plans and specifications. Payments to the consultant related to the Project is an eligible expense under the Agreement.

(B) Disbursement of Loan Funds:

The Borrower may request disbursement from the County for payments made by the Borrower for Eligible Project costs associated with the Assisted Housing Units. The Borrower shall withhold in accordance with Florida Statute 255.078, a maximum of five percent (5%) retainage on each payment requested by the prime contractor, which retainage shall only be released to the prime contractor with the final payment upon the prime contractor's (and subcontractors') full compliance with the terms and conditions of the construction contract including compliance with the requirements of this Agreement. The Borrower shall obtain the County's written approval prior to release of the accumulated retainage, which approval shall not be withheld, provided the prime contractor has met the requirements set forth in the construction contract. The Borrower shall provide the County a copy of all the certificates of completion/occupancy when issued by the Building Department with Jurisdiction.

Disbursements made hereunder shall include but not be limited to cost associated with importing of fill, grading and compaction of soil, street and parking area resurfacing, reengineering and replacement of asphalt pathways to unit entries, installation of speed humps and car stops, replacement of roofs, addition of new gutters and downspouts, repairs and makeover of units, installation of new impact resistant windows, replacement of HVAC systems, mold remediation, and addition of pathways to unit entries. Determination of cost eligibility and reasonableness shall be at the County's sole absolute discretion.

The Borrower shall provide with each disbursement request documentation identifying its expenditures associated with each Assisted Housing Unit, including, but not limited to, contracts, invoices, receipts and bank statements, etc. When requesting disbursement for its expenditures on the eligible costs outlined herein, the Borrower shall provide a spreadsheet to the County on how it allocated its expenditures for each Assisted Housing Unit. No duplications shall be permitted and the County shall only allow documentation presented by the Borrower to establish proof of expenditures for the Assisted Housing Units that the County deems acceptable in its sole opinion.

When requesting disbursement, the Borrower shall submit the following to the County:

(i) A letter from the Borrower, on the Borrower's letterhead, shall be provided for each disbursement request pertaining to eligible Project costs. The letter shall reference the Project, the date of this Agreement and its document reference number (if such number is available) and shall contain a statement requesting the payment of the amount needed for disbursement of eligible Project costs, as well as the name and signature of a person authorized by the Borrower to make such a request.

(ii) Proof of payment made by the Borrower for Project costs shall accompany each disbursement request letter provided that such proof of payment demonstrates that payment was made after November 1, 2022.

(iii) A copy of the prime contractor's signed request for payment (as approved by the Consultant) prompting the Borrower's payment shall accompany each disbursement request letter. The contractor shall be required to use American Institute of Architects (AIA) form G702/703, or an equivalent form, to request payment.

(iv) A copy of such documents may be requested by the County, including but not limited to: release of lien, subcontractors' releases of lien, product approvals, manufacturers' and contractors' warranties, and building permits with building department final approval of permits.

(C) <u>Construction Contract:</u>
The Borrower shall enter into a construction contract with a prime contractor covering the Project. In the event unforeseen circumstance occur that require additional work to be completed during or after the Project, provided that such work cannot be completed under the original construction contract, Borrower shall have the right to enter into an additional construction contract with a prime contractor to complete any such work. The construction contract(s) shall contain a schedule of values for this Project providing a detailed cost breakdown. The construction(s) contract shall comply with the following requirements:

(i) <u>Green Building:</u> The County encourages all substantial rehabilitation to incorporate green building, also known as a sustainable building, that is a structure designed, built, renovated, operated, or reused in an ecological and resource-efficient manner.

(ii) <u>Asbestos-Containing Materials Prohibited:</u> The Borrower shall ensure that its construction contract documents contain a prohibition against the use of any materials containing asbestos in connection with the construction of the Project.

(iii) <u>Asbestos Survey and Abatement:</u>
The Borrower shall comply with the following:

(i) <u>Asbestos Survey:</u> The Borrower shall obtain an asbestos survey of all building components and materials in the Assisted Housing Units that will be disturbed in the course of the construction work. The survey shall be performed by a Florida licensed asbestos consultant and shall comply with the requirements shown in Exhibit H attached hereto and made a part hereof.

The Borrower shall provide the County a copy of the asbestos survey. The Consultant shall use the results of the survey in preparing the construction specifications such that they incorporate specifications that address the findings of the survey as described in more detail below.

In the alternative, the Borrower may request the County to obtain the aforementioned asbestos survey, in which instance, the County shall deduct the cost of such survey from the funds made available through this Agreement and provide the Borrower a copy of the asbestos survey. The Borrower shall then transmit such copy to the Consultant who shall use the results of the survey in preparing the construction specifications such that they incorporate specifications that address the findings of the survey as described in more detail below.

(ii) Asbestos Abatement: Should the above mentioned asbestos survey of the property reveals the presence of any asbestos containing materials that require abatement in the opinion of the County, then the Borrower shall include such abatement in the construction contract documents and shall comply with the directives from the County regarding such abatement. All asbestos abatement work shall be performed by a Florida licensed asbestos abatement contractor, and when required by the County, shall be monitored by a Florida licensed asbestos consultant. The Borrower shall comply with the requirements of the County's Risk Management Department in connection with all asbestos abatement work. If feasible in the County's opinion, the Borrower shall include the asbestos abatement work in the construction contract, otherwise such work shall be procured separately by the Borrower, or by the County, in accord with the requirements of this Agreement and Exhibit H, as it may be amended from time to time, and shall be performed prior to the construction work. If the County procures the asbestos abatement work, then the County shall deduct the cost of such work from the funds made available through this Agreement.

NOTE: The Borrower shall in connection with the construction work to be performed at the Project, and according to applicable laws and regulations, disclose to Project occupants whose units are being rehabilitated the presence of any asbestos containing materials present in their unit.

The Borrower shall provide the County with a copy of its executed construction contract and copies of all signed change orders as approved by the Consultant.

(C) Rehabilitation Work:
The rehabilitation of any Assisted Housing Units as described in EXHIBIT G shall comply with the applicable County's housing rehabilitation standards attached hereto and made a part hereof as Exhibit I. All other repairs shall be completed as required to provide a functional facility. The Project contractor is required to obtain all the necessary permits.

(D) Certificates of Completion/Certificate of Occupancy:
Upon the completion of the Project and the Borrower's receipt of any final Certificates of Completion/Occupancy from the building department with jurisdiction over this Project, the Borrower shall provide the County a copy of said Certificates of Completion/Occupancy.

(E) Energy Efficiency:

The Borrower is encouraged to construct all Assisted Housing Units such that they meet the current edition of the Model Energy Code published by the Council of American Building Officials, and, to the greatest extent possible, shall meet the standards established by the United States Environmental Protection Agency, in the publication titled *A Green Home Begins with ENERGY STAR Blue* or in the Version 6.0 Standard of the Florida Green Building Coalition (www.floridagreenbuilding.org).

The Borrower is encouraged to incorporate the following elements into its development plan:

(i) Energy-efficient Construction Techniques and Products.
(ii) Improved Indoor Environments:
(iii) Increased Water Efficiency:

(F) Opportunities for Small Business Enterprises:
In connection with the procurement of all contracts for supplies, equipment, construction, or services funded, in part or in whole, with funds made available through this Agreement, the Borrower shall make a positive effort to utilize small business enterprises, and provide these sources to the maximum feasible opportunity in order to compete for contracts to be performed pursuant to this Agreement.

The provisions of this Subparagraph (F) do not apply, however, to contracts for supplies, equipment, construction, or services not funded, in part or in whole, with funds made available through this Agreement, such as contracts entered into by the Borrower for the operation and maintenance of the Project.

(G) Bonding Requirements:
Construction contracts exceeding $250,000 shall require a performance bond and a separate payment bond each in the amount of one hundred percent (100%) of the construction contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor's obligations under the construction contract. During the construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision. A performance bond and a separate payment bond shall not be required for (i) subcontracts between the prime contractor and subcontractors and (ii) subcontracts between subcontractors and sub-subcontractors. Palm Beach County shall be listed as co-oblige.

(H) Insurance
Borrower shall, at its sole expense, maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. BORROWER shall provide the COUNTY with at least ten (10) days' prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as the COUNTY's review or acceptance of insurance maintained by BORROWER are not intended to and shall not in any manner limit or qualify the abilities and obligations assumed by BORROWER under the Contract.

1. **Commercial General Liability** – BORROWER shall maintain Commercial General Liability at a limit of liability not less than $1,000,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in wring by COUNTY's Risk Management Department. BORROWER shall provide this coverage on a primary basis.

2. **Worker's Compensation Insurance & Employers Liability** – BORROWER shall maintain Worker's Compensation in accordance with Florida Statute Chapter 440-. Policy shall include Employer's Liability with not less than $1,000,000 each accident. BORROWER shall provide this coverage on a primary basis.

3. **Additional Insured** – BORROWER SHALL ENDORSE THE county AS AN ADDITIONAL INSURED WITH A GC 2026 Additional Insured – Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." BORROWER shall provide the Additional Insured endorsements coverage on a primary basis.

4. **Waiver of Subrogation** – BORROWER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for ach required policy. When required by the insurer, or should a policy condition not permits an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, the BORROWER shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should BORROWER enter into such an agreement on a pre-loss basis.

5. **Certificates of Insurance** – Prior to execution of this Contract, BORROWER shall deliver to the COUNTY's representative a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum of ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate of Insurance shall be issued to:

   Palm Beach County Board of County Commissioners
   C/O Department of Housing and Economic Development
   100 Australian Avenue, Suite 500
   West Palm Beach, FL 33406

6. **Umbrella or Excess Liability** – If necessary, BORROWER may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7. **Right to Review, Revise or Reject** – COUNTY, by and through its Risk Management Department, in cooperation with the Contracting/Monitoring Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the

obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

8. **Builder's Risk Insurance (During Construction)**
With respect to any of the work involving the construction of real property (buildings and improvements other than buildings) during the construction project the BORROWER shall maintain Builder's Risk insurance providing coverage for the entire work at the project site, and will also cover portions of work located away from the site but intended for use at the site, and will also cover portions of the work in transit. Coverage shall be written on an all –risk, replacement cost, and completed value from basis in an amount at least equal to the projected completed value of the Project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed $50,000, without previous County approval, nor shall a wind percentage deductible, when applicable, exceed five percent (5%) of values at risk at time of loss subject to a $250,000 minimum.

Partial occupancy or use of the work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. BORROWER shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall begin prior to the Notice to Proceed and shall be kept in force until Substantial Completion has been obtained, or until no one by the COUNTY has any property interest in the Project, or until BORROWER and COUNTY mutually consent to the termination, whichever comes first. The BORROWR agrees and understands the COUNTY shall not provide any Builders Risk insurance on behalf of BORROWER for loss or damage to work, or to any other property owned or hired by the BORROWER. In the event of a claim, BORROWER shall be responsible for payment of the deductible amounts.

Should any of the Work hereunder involve the hauling and/or rigging of property in excess of $500,000 or $250,000 in transit, BORROWER shall procure and maintain all-risk transit or motor truck cargo insurance or a similar form of coverage insuring against physical damage or loss of property being transported, stored, moved, or hauled by BORROWER, OR ANY Subcontractors, pursuant to the terms of this Contract, subject to the limits, terms and conditions set forth herein.

The Contractor shall agree to endorse the County as a Loss Payee on the Builder's Risk and Inland Marine/Transit insurance, when required to be maintained by the Contractor. The Loss-Payee endorsement shall read "Palm Beach County Board of County Commissioners" Endorsement shall be in accordance with all of the limits, terms, and conditions set forth herein. The Contractor shall agree the Loss/Payee endorsement provides coverage on a primary basis.

9. <u>Property Insurance (Upon Completion of Construction) –</u>

In addition to the coverages mentioned as required earlier in the insurance provisions, upon completion of the initial project construction, the BORROWER shall maintain the following additional property insurance coverages:

a. **Property Insurance** – in an amount not less than 100% of the total replacement cost of any building, additions, betterments and improvements of the property, including those made by or on behalf of Tenant, as well as Tenant's personal property and contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special –Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than 15% of the property insurance limit.

b. **Flood Insurance** – regardless of the flood zone, in an amount not less than 100% of the total replacement cost of any buildings, additions, betterments, or improvements, including those made by or on behalf of; or the maximum amount available from the National Flood Insurance Program, whichever is less.

c. **Windstorm Insurance** – unless included as a covered peril in the property insurance, in an amount not less than 100% of the total replacement cost of any buildings, additions, betterments or improvements, including those made by or on behalf of the BORROWER as well as Tenant's personal property and contents located on the Premises, or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. BORROWER shall ensure such coverage is provided on a primary basis.

When the BORROWER delivers the signed Contract to the COUNTY, the BORROWER shall also deliver to the COUNTY such insurance certificates or other documents as the BORROWER may be required to furnish in accordance with the Contract documents.

9. REPRESENTATIONS AND WARRANTIES OF BORROWER:

The Borrower represents and warrants (which representations and warranties shall be deemed continuing) as follows:

(A) <u>Organization Status and Authority to Enter into Loan Documents:</u>
The Borrower is a public body corporate and politic established pursuant to Chapter 421 of the Florida Statutes with full power and authority to consummate the transactions contemplated herein. The Borrower is duly authorized to borrow from County the aggregate principal sum of $2,500,000 and execute all the Loan Documents. The Borrower has full power and authority to enter into the Loan Documents and consummate the transactions contemplated hereby, and the facts and matters expressed in the opinions of its legal counsel are true and correct.

(B) <u>Validity of Loan Documents:</u>
The Loan Documents have been approved by those persons having proper authority, and are in all respects legal, valid, and binding according to their terms subject to applicable bankruptcy, insolvency and similar laws affecting rights of creditors.

(C) No Conflicting Transactions or Pending Litigation of Borrower:
The consummation of the transaction hereby contemplated and the performance of the obligations of Borrower under and by virtue of the Loan Documents will not result in any breach of, or constitute a default under, any other Agreement to which Borrower is a party or by which it may be bound or affected.

There are no actions, suits or proceedings pending before any court of law or equity, or any Administrative Board, or threatened against or affecting it or the Premises, or, involving the validity or enforceability of the Mortgage, or of any of the Loan Documents.

(D) Availability of Utilities, Condition of Premises, and Availability of Roads:
All utility services necessary for the completion and operation of the Assisted Housing Units for their intended purpose are or will be at the completion of the Project, available at the Premises, including water supply, storm and sanitary sewer facilities, and electric and telephone facilities, and Borrower has obtained or will obtain all necessary permits and permissions required from governmental authorities for unrestricted access to and use of such services in connection with the use of the Assisted Housing Units.

The Premises are not now damaged as a result of any fire, explosion, accident, flood or other casualty.

All roads necessary for the full utilization of the Assisted Housing Units for their intended purposes have either been completed or the necessary rights of way therefor have been acquired by the appropriate local authorities and have been dedicated to public use and accepted by such local authorities and all necessary steps have been taken by Borrower and such local authorities to assure the complete construction and installation thereof.

(E) No Default:
There is no default on the part of the Borrower under this Agreement, the Promissory Note or the Mortgage, and no event has occurred and is continuing which with notice, or the passage of time, or either, would constitute a default under any provision thereof.

(F) Hazardous Waste:
Borrower is in compliance with all provisions of the Federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation and Liability ("Superfund") Act of 1980 and Solid Waste Disposal Act, Florida Statutes, Chapter 376, and other similar Federal, State and local statute, ordinances or rules imposing liability on Borrower relating to the generation, storage, impoundment, disposal, discharge, treatment, release, seepage, emission, transportation or destruction of any sewage, garbage, effluent, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), toxic, hazardous or radioactive materials, petroleum products, pesticides, smoke, dust, or any other form of pollution as such laws are in effect as of the date of this Agreement and with any rules, regulations and order issued by any Federal, State or local governmental body, agency or authority thereunder and with any orders or judgments of any courts of competent jurisdiction with respect thereto, and no assessment, notice of (primary or secondary) liability or notice of financial responsibility, or the amount thereof, or to impose civil penalties has been received by the Borrower. Borrower has paid any environmental excise taxes imposed pursuant to Sections 4611, 4661 or 4681 of the Internal Revenue Code of 1986, as from time to time amended.

(G) Filing and Payment of Taxes:
The Borrower has filed all Federal, State and local tax reports and returns required by any law or regulation to be filed by them, and have either duly paid all taxes, duties and charges indicated due on the basis of such returns and reports, or made adequate provisions for the payment thereof, and the assessment of any material amount of additional taxes in excess of those paid and reported is not reasonably expected.

10. ADDITIONAL COVENANTS OF BORROWER:

The Borrower covenants and agrees with the County as follows:

(A) Construction Liens:
The Borrower shall (i) allow no work or construction to be commenced on the Premises, or goods specially fabricated for incorporation therein, which has not been fully paid for prior to the recording of the Mortgage or which could constitute a lien on the Premises superior to the lien of the Mortgage, (ii) cause a certified copy of the Notice of Commencement to be posted as required by Chapter 713, Florida Statutes, as soon as possible after recording the Notice of Commencement, (iii) notify the County of any and all Notices to Borrower as Owner as that term is defined in Chapter 713, Florida Statutes, within five (5) days of receipt thereof, unless the County is designated as a party under the Notice of Commencement as a party to receive such Notice to Owner, and (iv) comply with all provisions of the Florida Construction Lien Law, including but not limited to, payment and notice provisions contained therein. The Borrower shall indemnify and hold the County harmless from the claims of any construction lien or equitable lien and shall pay promptly upon demand any loss or losses which the County may incur as a result of the filing of any such lien, including the reasonable cost of defending same and the County's reasonable attorneys' fees in connection therewith.

The Borrower agrees, at its sole cost and expense, to have any construction lien or equitable lien which may be filed against the Premises or undisbursed funds of this Loan released, bonded or insured over within sixty (60) days of the date of filing same, time being of the essence. The County shall be under no obligation to make further disbursements while any such lien remains outstanding against the Premises. If Borrower fails, after demand, to cause said lien or liens to be released, bonded or insured over within the foregoing 60-day period, the County may take such steps as it deems necessary and any funds expended shall be charged to Borrower's Loan Account and shall bear interest as provided by the Loan Documents.

The Borrower hereby authorizes the County to demand, on Borrower's behalf, following written notice to Borrower, the statement of account referred to in Section 713.16(2) of the Florida Statutes of any potential lienor filing a Notice to Owner. It is specifically understood and agreed, however, that the County's right to request such statements of account will in no way impose any obligation on the County to use such authority, and the exercise of such authority on one or more occasion shall not create or imply any obligation on the County to exercise such authority on subsequent occasions.

(B) No Transfer of Premises:
Except as specifically set forth in the Mortgage and the Senior Mortgages or herein, the Premises or any part thereof shall not be sold, leased (except for tenant leases), conveyed, mortgaged or encumbered in any way without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed, except as provided elsewhere herein or in the Mortgage. Notwithstanding the foregoing, Borrower may enter into utility easements

or licenses or leases for tenant services, such as laundry or concessions, and refinancing of the Senior Mortgages with an independent institutional lender shall be permitted without the prior written consent of the County so long as the refinancing does not increase the aggregate amount of indebtedness originally secured by the applicable Senior Mortgages, plus applicable fees and costs associated with refinancing.

(C) Compliance with Laws:
The Borrower will comply promptly with all Federal, State and local laws, ordinances and regulations relating to the Project, use, and leasing of the Premises, and will obtain and keep in good standing all necessary licenses, permits and approvals required or desirable for the Project.

(D) Brokerage Commissions:
The Borrower will not knowingly engage in any activity or enter into any relationship which will give rise to any loan or brokerage commission with regard to the Loan, and Borrower will indemnify and hold County harmless from the claims of any broker(s) arising by reason of the execution hereof or the consummation of the transactions contemplated hereby.

(E) Financial Statements to be Furnished:
The Borrower shall furnish to the County:

(i) Upon the County's request, a complete and current financial statement of all assets and liabilities, contingent or otherwise, prepared in accordance with generally accepted accounting principles and verified by affidavit of Borrower and, at the request of the County, certified (in form satisfactory to the County) by an independent certified public accountant acceptable to the County.

(ii) Within one hundred eighty (180) days after the end of each fiscal year of Borrower, a balance sheet and statements of income, surplus, and cash flow, together with schedules, all compiled and presented by an independent accounting firm in accordance with standard and uniform accounting practices showing the financial condition of Borrower at the close of each year and the results of operations of Borrower during each year.

(iii) With the statements submitted under (ii) above, a certificate signed by the principal financial officer of Borrower to the effect that no Event of Default specified herein or in the Mortgage, nor any event which upon notice or lapse of time or both, would constitute such an Event of Default has occurred which has not been cured or otherwise waived in writing by the Lender.

(iv) Other information regarding the operations, business, affairs, and financial condition of Borrower as the County may reasonably request.

(F) Borrower to Maintain Bookkeeping System:
The Borrower shall, if required by the County, maintain a bookkeeping system for the Project in form and content sufficient for the County to conduct reviews, inspections, certifications and reports required by this Agreement. The County shall have full (but confidential access, to the extent allowed under the Public Records Law), at any reasonable time, subject to prior notice, to the books, records and contracts pertaining to the Premises and Borrower; provided, however, that such information is not subject to any public records exemption asserted by Borrower.

(G) Insurance Proceeds:
The Borrower shall keep the Premises continually insured in an amount not less than the full insurable value of the Premises, which coverage shall insure the Premises against loss or damage by fire and by the perils covered by extended coverage and against such other hazards as the County, in its reasonable discretion, shall from time to time reasonably require, for the benefit of the County. All such insurance at all times will be with an insurance company or companies in such amounts and with terms acceptable to the County, payable to the County, as its interest may appear, pursuant to a non-contributory mortgagee clause which shall be reasonably satisfactory to the County, subject to the rights of Senior Mortgagee. Upon the issuance of such policies, Borrower will deliver to the County copies of receipts for the premiums paid thereon, certificates of insurance, and copies of such policies. In the event of a foreclosure or other transfer of title to the Property in lieu of foreclosure, or by purchase at the foreclosure sale, all interest in any proceeds due in connection with any claims made under the policy(ies) (for events arising prior to the title transfer) shall pass to Lender, transferee or purchaser, as the case may be. Subject to the provisions of the Senior Mortgages, should a loss be incurred, equal to or in excess of fifty percent (50%) of the full insurable value of the Premises, then in such event, County and Borrower may jointly elect to use the proceeds for the reconstruction and repair of the Premises or, in the alternative, to apply the net proceeds to the payment of the indebtedness hereby secured, whether then due or not. Notwithstanding anything to the contrary contained herein, if there is no Event of Default that is continuing, Borrower shall have the right to use the insurance proceeds for the reconstruction of the Premises provided the Borrower can provide evidence to the County of sufficient funds from other sources available to effectively rebuild the Project in compliance with the terms of this Agreement and the herein described County funding. This Section is subordinate and subject to the Senior Mortgages.

(H) Indebtedness:
With respect to the Premises, Borrower will not incur, create, assume or permit to exist any indebtedness superior to this Mortgage, except in the ordinary course of business constituting the deferred purchase price of any property or assets, or any indebtedness or liability evidenced by notes, bonds, debentures or similar obligations without the written approval of the County, which approval shall not be unreasonably withheld or delayed, except indebtedness owed to the County and the aforementioned Senior Mortgagee; provided however, that the Senior Mortgages shall not exceed the amounts contained in Section 4(A)(viii).

(I) Further Assurances and Preservation of Security:
The Borrower will do all acts and execute all documents in order to effectively satisfy the intent and purposes of this Agreement, as the County shall reasonably require from time to time, and will do such other acts necessary or desirable to preserve and protect the collateral at any time securing or intending to secure the Promissory Note, as the County may reasonably require.

(J) No Assignment:
The Borrower shall not assign this Agreement or any interest therein and any such assignment shall be void and of no effect.

11. RIGHT TO AUDIT, ACCESS TO RECORDS, AND INSPECTOR GENERAL:

The Borrower shall maintain adequate records to justify all charges, expenses, and costs incurred for the Project for at least five (5) years after completion. Furthermore, the Borrower shall maintain ongoing records related to its tenants (such as their incomes, their household composition, their household characteristics, and their leases) for at least five (5) years after the end of each tenancy to enable the County to verify the Borrower's compliance with the occupancy, affordability, and all other requirements in this Agreement.

The County shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the Borrower's place of business within Palm Beach County or provided by electronic means, subject to prior notice to Borrower.

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 to 2-440, as may be amended. The Inspector General's authority includes but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Borrower, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of the above Code and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

12. INSPECTIONS:

The Borrower will permit the County, or its representatives, to enter upon the Premises during normal business hours, to inspect the Project and all materials to be used in the Project, and to examine all details, plans and shop drawings which are kept at the Project site. Additionally, the Borrower shall cooperate and cause Borrower's general contractor and subcontractors to cooperate with the County's representative.

13. DEFAULT:

The following events, after expiration of any notice and cure period, shall be deemed Events of Default:

(A) Mortgage:
If there is a default or event of default under the Mortgage which is not cured within any applicable cure period.

(B) Bankruptcy:
If there is filed by or against Borrower a petition in bankruptcy or a petition for the appointment of a receiver or trustee of the property of Borrower, and any such petition not filed by Borrower is not dismissed within ninety (90) days of the date of filing, or if Borrower files a petition for reorganization under any of the provisions of the Bankruptcy Code or makes any assignment for the benefit of creditors or makes any insolvency assignment or is adjusted insolvent by any court of competent jurisdiction.

(C) Breach of Covenants, Warranties and Representations:
If any warranty or representation made by Borrower in this Agreement or in any other Loan Document shall at any time be false or misleading in any material respect when made, or if Borrower shall fail to keep, observe or perform any of the material terms, covenants, representations or warranties contained in this Agreement, the Promissory Note, the Mortgage, the Loan Documents, and any other document given in connection with the Loan or

development of the Improvement, or is unwilling to meet its obligations (provided, that with respect to non-monetary defaults, the County shall give written notice to Borrower, who shall have thirty (30) days to cure, with additional time as may be required if the cure is diligently commenced but cannot be completed within said thirty (30) days and the County concurs, and provided that, with respect to monetary defaults, the County shall give written notice to Borrower, who shall have fifteen (15) days to cure). County agrees to accept a cure tendered by the Senior Mortgagee, the Borrower's general partner or any of the Borrower's limited partners, in each case, provided such cure meets all of the requirements to fully cure the breach.

(D) Failure to Close:
The Borrower shall fail to close on the Loan by **November 30, 2025**, unless extended as provided under Section 3.

(E) Failure to Use Funds:
The Borrower shall fail to use Loan funds for the costs specified herein.

(F) Failure to Commence Construction:
The Borrower shall fail to commence the Project by **January 31, 2026**, unless revised by written agreement between the parties.

(G) Failure to Draw Loan Funds:
The Borrower shall fail to draw at least $2,500,000 of the Loan by **April 30, 2027**, unless extended as provided under Section 3.

(H) Default Under the Senior Mortgages:
The Borrower shall default under any of the Senior Mortgages which default is not cured within applicable cure periods.

14. REMEDIES OF LENDER:

Upon the happening of an Event of Default, which default is not cured within any applicable cure or grace period, then the County may, at its option, upon written notice to Borrower, exercise any one or more of the following remedies:

(A) Cancellation of Agreement:
Cancel this Agreement.

(B) Commencement of Legal or Equitable Action:
Commence an appropriate legal or equitable action to enforce performance of this Agreement.

(C) Acceleration of Payment:
Accelerate the payment of the Promissory Note and any other sums secured by the Mortgage and commence appropriate legal and equitable action to foreclose the Mortgage and collect all such amounts due the County.

(D) Rights and Remedies:
Exercise any other rights or remedies the County may have under the Mortgage or other Loan Documents executed in connection with the Loan or which may be available under applicable law.

15. GENERAL TERMS:

The following shall be applicable throughout the period of this Agreement or thereafter as provided herein:

(A) Rights of Third Parties:
No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Borrower, other than the Senior Mortgagee as to cure rights.

All conditions of the County hereunder are imposed solely and exclusively for the benefit of the County and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County will make disbursements in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed to be a beneficiary of this Agreement or the Loan Documents, any provisions of which may be freely waived in whole or in part by the County at any time if, in its sole discretion, it deems it desirable to do so. In particular, the County makes no representations and assumes no duties or obligations as to third parties concerning the quality of the Project, or the absence therefrom of defects.

(B) Borrower is not the County's Agent:
Nothing in this Agreement, the Promissory Note, the Mortgage or any other Loan Document shall be construed to make the Borrower the County's agent for any purpose whatsoever, or the Borrower and the County partners, or joint or co-venturers, and the relationship of the parties shall, at all times, be that of debtor and creditor.

(C) Public Entity Crimes:
As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Borrower certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Dept. of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

(D) Conflict of Interest:
The Borrower represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Borrower further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Borrower shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Borrower's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Borrower may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Borrower. The County agrees to notify the Borrower of its opinion by certified mail within thirty (30) days of receipt of notification by the Borrower. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Borrower, the County shall so state in the notification and the Borrower shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Borrower under the terms of this Agreement.

(E) Public Records:

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Borrower: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Borrower shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Borrower is specifically required to:

(i) Keep and maintain public records required by the County to perform services as provided under this Agreement.

(ii) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Borrower further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

(iii) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Borrower does not transfer the records to the public agency.

(iv) All records required to be provided by Borrower pursuant to this Agreement stored electronically by the Borrower must be provided to the County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Failure of the Borrower to comply with the requirements of this article shall be a material breach of this Agreement. The County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. The Borrower acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of State law applicable to public records not specifically set forth herein.

IF THE BORROWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BORROWER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 NORTH OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT (561) 355-6680.

(F) County Not Liable for Damage or Loss:

All inspections and other services rendered by or on behalf of the County pursuant to this Agreement shall be rendered solely for the protection and benefit of the County. Neither Borrower nor other third persons shall be entitled to claim any loss or damage against the

County or against its agents or employees for failure to properly conduct inspections and other such services contemplated by this Agreement.

(G) County Not Obligated to Insure Proper Disbursement of Funds to Third Parties:
Nothing contained in this Agreement, or any Loan Documents, shall impose upon the County any obligation to oversee the proper use or application of any disbursements of funds made hereunder so long as disbursements are made to Borrower.

(H) Indemnification from Third Party Claims:
The Borrower shall indemnify and hold County harmless from any liability, claims or losses resulting from the disbursement of the Loan proceeds to Borrower or from the condition of the Premises, whether related to the quality of construction or otherwise, and whether arising during or after the term of the Loan, except any liability due to the gross negligence or willful misconduct of County.

This provision shall survive the repayment of the Loan and shall continue in full force and effect so long as the possibility of such liability, claims, or losses exists.

(I) Rights of Subcontractors, Laborers, and Materialmen:
In no event shall this Agreement be construed to make the County, title company or agent of the County liable to Borrower's Contractor or any subcontractors, labormen, materialmen, craftsmen, or others for labor, materials, or services delivered to the Premises or goods specially fabricated for incorporation therein, or for debts or liens accruing or arising to such persons or parties against Borrower or Borrower's Contractor. It is understood and agreed that there is no relation of any type whatsoever, contractual or otherwise, whether express or implied, between the County and Borrower's Contractor, any materialman, subcontractor, craftsman, laborer or any other person or entity supplying any labor, materials or services to the Premises or specially fabricating goods to be incorporated therein. Except as otherwise specifically provided herein, no such person or entities are intended to be third party beneficiaries of this Agreement or any document or instrument related to the Loan, or to have any claim or claims in or to any undisbursed or retained Loan proceeds.

(J) Evidence of Satisfaction of Conditions:
The County shall, at all times, be free to independently establish in good faith and satisfaction, and in its absolute discretion, the existence or nonexistence of a fact or facts which are disclosed in documents or other evidence required by the terms of this Agreement.

(K) Headings:
The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

(L) Invalid Provisions to Affect No Others:
If performance of any provision hereof or any transaction related hereto is limited by law, then the obligation to be performed shall be reduced accordingly; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in part, then the invalid part of said clause or provision only shall be held for naught, as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

(M) Application of Interest to Reduce Principal Sums Due:
In the event that any charge, interest or fee is above the maximum rate provided by law, then any excess amount over the lawful rate shall be applied by the County to reduce the principal sum of the Loan or any other amounts due the County hereunder.

(N) Governing Law and Remedies:
This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a State court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

(O) Number and Gender:
Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the others and shall apply jointly and severally.

(P) Agreement:
The Borrower agrees to comply with all provisions related to the funding provided by Palm Beach County that are applicable and that are required to be adhered to for this Loan, and such provisions are incorporated herein by reference and are made a part hereof. The Loan Documents constitute the entire understanding and agreement between the parties with respect to the subject matter hereof, supersede all prior agreements, including commitment letters, and may not be modified or amended, except in writing and signed by all parties hereto.

(Q) Waiver:
If the County shall waive any provisions of the Loan Documents or shall fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such, and the County shall thereafter have the right to insist upon the enforcement of such conditions or provisions. Furthermore, no provision of this Agreement shall be amended, waived, modified, discharged or terminated, except by instrument in writing signed by the parties hereto.

(R) Notices to Borrower and County:
All notice from the Borrower to the County and the County to Borrower required or permitted by any provision of this Agreement shall be in writing and sent by registered or certified mail or overnight mail service (such as Federal Express) and addressed as follows:

TO LENDER:	Palm Beach County Department of Housing & Economic Development 100 Australian Avenue – Suite 500 West Palm Beach, FL 33406 Attn: Jonathan B. Brown, Director
WITH A COPY TO:	Palm Beach County Attorney's Office 301 N. Olive Avenue, Suite 601 West Palm Beach, FL 33401 Attn: Howard J. Falcon III, Chief Assistant County Attorney

TO BORROWER: The Housing Authority of City of Belle Glade
1204 N.W. Ave L Terrace
Belle Glade, FL 33430
Attn: Jeffrey S. Weeks

Notice given as hereinabove provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail, or if an overnight mail service is used, on the date of delivery of the notice.

If either Party changes its mailing address, such change shall be communicated in writing to the other party within ten (10) days of such change.

(S) Submittals:
All information required to be submitted to the County shall be submitted to the County's Department of Housing & Economic Development, Attn: Jonathan Brown, Director, 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406.

(T) Successors and Assigns:
This Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, legal representatives, successors and assigns; but nothing herein shall authorize the assignment hereof by the Borrower.

(U) Counterparts:
This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

(V) Incorporation by Reference:
Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

(W) Waiver of Jury Trail:
THE BORROWER AND COUNTY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS LOAN OR GRANT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY'S EXTENDING CREDIT TO BORROWER AND NO WAIVER OR LIMITATION OF THE COUNTY'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON THE COUNTY'S BEHALF.

16. SUBORDINATION:

Lender hereby approves the Senior Mortgages provided same do not exceed the amounts set forth in Section 4(a)(viii) plus any protective advances made in accordance with applicable law and further agrees to subordinate to such Senior Mortgages or any refinancing of the Senior Mortgages.

The Mayor of the Board of County Commissioners of Palm Beach County is hereby authorized to execute subordination agreements required herein in connection with the Senior Mortgages or a permitted refinancing of the Senior Mortgages without further approval of the Board of

County Commissioners of Palm Beach County, Florida, provided such documents are in a form acceptable to DHED and the County Attorney. In the event the County Administrator or designee has been delegated the authority to execute this Loan Agreement, then such delegation shall also include the authority to execute Subordination Agreements in compliance with the terms of this Section 16 provided such documents are in a form acceptable to DHED and the County Attorney.

Nothing contained herein shall, however, relieve the Borrower of its obligation to make payments under the Promissory Note in accordance with its terms.

17. FORCE MAJEURE:

Notwithstanding anything contained in this Agreement or the other Loan Documents to the contrary, no conduct or act or failure to act on the part of either Borrower or Lender or failure to perform any covenant, condition or provision of this Agreement on the part of either Borrower or Lender to be performed will constitute a default hereunder if such conduct or act or failure to act or perform was due to causes beyond the reasonable control of Borrower or Lender, as the case may be, and including any conduct or act or failure to act or perform caused by or resulting from an act of God or the public enemy, labor or material shortage, strike, lockout, other labor disputes or disturbances, riot or civil commotion, government action or inaction (including but not limited to full or partial governmental shutdowns or moratoria), fire or other casualty, or such other similar event including but not limited to, any of the foregoing resulting from a pandemic, epidemic, or public health emergency, including but not limited to the coronavirus commonly known and referred to as "COVID-19" ("Force Majeure"). Events of Force Majeure shall extend the period for the performance of the obligations for the period equal to the period(s) of any such delay(s).

18. EFFECTIVE DATE OF AGREEMENT:

This Agreement shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners or its designee. The Effective Date shall be the date on which this Agreement is executed by Palm Beach County.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Borrower and the County have caused this Agreement to be executed on the dates set forth herein.

Signed, sealed and delivered in the presence of:

BORROWER:

Housing Authority of the City of Belle Glade, a public body corporate and politic establishment pursuant to Chapter 421 of the Florida Statutes

J Zelaya
Witness signature

Jessica Zelaya
Print witness name

1204 NW Ave L Terrace, Belle Glade Fl. 33430
Print witness address

By: Jeffrey S. Weeks
Jeffrey S. Weeks, Chairman

Date: 9-19-2025

Greg Hyson
Witness signature

Gregory A. Hyson
Print witness name

7722 Glades Road, Boca Raton FL 33434
Print witness address

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] on-line notarization on this 19 day of, September 2025, by Jeffrey S. Weeks as Chairman of Housing Authority of the City of Belle Glade, who is personally known to me, or who has produced ______________________ as identification and who did/did not take an oath.

SANDRA RODRIGUEZ
MY COMMISSION # HH 240082
EXPIRES: July 13, 2026

(NOTARY SEAL ABOVE)

Signature: S Rodriguez

Notary Name: Sandra Rodriguez
Notary Public - State of Florida

PALM BEACH COUNTY, a political subdivision of the State of Florida

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: Jonathan Brown

Jonathan B. Brown, Director
Dept. of Housing & Economic Development

Date: 9/19/2025

Approved as to Form and
Legal Sufficiency

By: Howard J. Falcon III Digitally signed by Howard J. Falcon III DN: DC=org, DC=pbcgov, OU=Enterprise, OU=CAO, OU=Users, CN=Howard J. Falcon III, E=hfalcon@pbc.gov Reason: I am approving this document Location: Date: 2025.09.19 07:40:53-04'00' Foxit PDF Editor Version: 12.1.0

Howard J. Falcon III
Chief Assistant County Attorney

Approved as to Terms and Conditions
Department of Housing and Economic
Development

By:

Carlos R. Serrano, Deputy Director

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

All of the East half of the Southwest quarter of Section 30, Township 43 South, Range 37 East, lying West of the right-of-way of the Florida East Coast Railroad.

Less and except Airport Road a/k/a Ice Plant Road a/k/a NW Avenue L and Less West Camp Road a/k/a NW 13th Street, including that parcel conveyed to the State of Florida by Special Warranty Deed recorded in Book 1027, Page 140 and Book 1030, Page 543 and to the county of Palm Beach in Book 2169, Page 795, of the Public Records of Palm Beach County, Florida.

Address Reference: 1130 NW AVENUE P PL, BELLE GLADE, FL 33430
PCN: 04-37-43-30-00-000-7010

Parcel 2

That part of the North 1/2 of the Southeast 1/4 of Section 30, Township 43 South, Range 37 East, lying West of the Florida East Coast Railroad railway line, lying and being in Palm Beach County, Florida.

Parcel 3:

The West half of the North half of Section 7, Township 44 South, Range 37 East, Palm Beach County, Florida.

Less S Main Street a/k/a State Road 80, Spooner Road and Canal Street including that portion conveyed to the State of Florida in Book 1978, Page 1608 and in Book 2342, Page 482 and Book 2354, Page 85 and to County of Palm Beach in Book 3852, Page 1086 and in Book 5939, Page 1622, of the Public Records of Palm Beach County, Florida.

Address Reference: 101 EVERGLADES STREET, BELLE GLADE, FL 33430
PCN: 00-37-44-07-00-000-3010

Parcel 4

A tract of land located in Section 7, Township 44 South, Range 37 East, Palm Beach County, Florida, as follows: Beginning at a point on the North line of said section which is North 88°04'26" E., 1515.5 feet from the Northwest corner of Section 7. From this point which represents the Northwest corner of School tract, thence in a Southerly direction parallel to and 452 feet West of center line of street East of school, to a point 18 feet North of center line of street South of school, thence in an Easterly direction parallel to center line of street South of school to point of curvature of street, approximately 343 feet, thence along said curve and 18 feet from center line of street, to end of curve, thence in a Northerly direction 18 feet West and parallel to center line of street east of school to intersection with North line of Section 7, thence Westerly along said section line to point of beginning.

Less S Main Street a/k/a State Road 80

C

EXHIBIT B

PROMISSORY NOTE

SEE ATTACHED

C

PROMISSORY NOTE

$2,500,000

West Palm Beach, Florida
Date: September 19, 2025

FOR VALUE RECEIVED the **undersigned HOUSING AUTHORITY OF THE CITY OF BELLE GLADE,** a public body corporate and politic established pursuant to Chapter 421 of the Florida Statutes ("Maker"), promises to pay to the order of **PALM BEACH COUNTY**, a political subdivision of the State of Florida, together with any other holder hereof ("Holder"), at 301 North Olive Avenue, West Palm Beach, Florida 33401, or such other place as Holder may from time to time designate in writing, the principal sum of **Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000)** (the "Loan"), plus accrued interest, to be paid in lawful money of the United States of America, as follows:

1) The entire Loan is non-amortizing and this Note shall bear interest at the stated rate of **Zero percent (0%) per annum** computed on the outstanding principal balance remaining unpaid from time to time.

2) From the date hereof through June 30, 2075 (**"Maturity Date"**), no payments of interest nor principal will be required unless acceleration is made by Holder pursuant to the provisions hereof.

3) On the **Maturity Date**, the entire principal amount of this Note shall be forgiven by Holder with no payment of principal required, and this Note shall be marked "cancelled" and returned to Maker.

4) Upon acceleration, this Note shall bear interest at the maximum interest rate allowed by applicable law until paid in full.

5) Maker shall also pay Holder an annual Monitoring Fee. The Fee shall be in the amount of $2,500 and shall be due commencing on December 19, 2026, and on or prior to every January 1 annually thereafter through the Maturity Date.

This Note is executed pursuant to the terms and conditions of that certain Loan Agreement dated September 19, 2025, between Maker, as Borrower, and Holder, as Lender, and is secured by a Mortgage and Security Agreement (the "Mortgage"), encumbering certain real property located in Palm Beach County, Florida. The foregoing and all other agreements, instruments and documents delivered in connection therewith and herewith are collectively referred to as the "Loan Documents".

This Note has been executed and delivered in and is to be governed by and construed under the laws of the State of Florida, as amended, except as modified by the laws and regulations of the United States of America.

Nothing herein contained, nor any transaction related thereto, shall be construed or so operate as to require the Maker to pay interest at a greater rate than is now lawful, or to make any payment, or to do any act contrary to law. Should any interest or other charges paid by the Maker, or parties liable for the payment of this Note, in connection with the Loan Documents result in the computation or earning of interest in excess of the maximum rate of interest that is legally permitted under applicable law, any and all such excess shall be and the same is hereby waived by the Holder, and any and all such excess shall be automatically credited against and in reduction of the balance due under this indebtedness, and the portion of said excess which exceeds the balance due under this indebtedness shall be paid by the Holder to the Maker.

Holder shall have the right to declare the total unpaid balance hereof to be immediately due and payable in advance of the Maturity Date upon the occurrence of an Event of Default pursuant to any other Loan Documents now or hereafter evidencing, securing or guaranteeing payment of this Note. Notwithstanding the foregoing, Holder shall not exercise any remedies hereunder prior to the expiration of any notice and cure period in the Loan Documents.

Notwithstanding anything contained herein, the indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment of any amounts then due and payable in connection with the indebtedness evidenced by the following:(i) that certain Mortgage from United States Department of Agriculture Rural Housing Service securing that certain Revenue Bond, Series G (First Mortgage) dated as of November 20, 2009, in the original principal amount of $2,600,000.00, as recorded in Official Record Book 23561, Page 277 in Palm Beach County, FL , (ii) that certain loan from United States Department of Agriculture Rural Housing Service securing that certain Revenue Bond, Series F (Second Mortgage) dated as of July 3, 1996 in the original principal amount of $2,036,900, and (iii) that certain loan from United States Department of Agriculture Rural Housing Service (securing that certain Revenue Bond, Series H (Third Mortgage) dated as of September 19, 2025, in the original principal amount of $2,680,000.00 to be recorded in the Public Records of Palm Beach County, Florida.

Any payment hereunder not paid when due (upon acceleration or otherwise) shall bear interest at the highest rate allowed by applicable law from the due date until paid.

Maker shall pay holder a late charge of five percent (5%) of any required payment which is not received by Holder when said payment is due pursuant to this Note. The parties agree that said charge is a fair and reasonable charge for the late payment and shall not be deemed a penalty.

Time is of the essence hereunder. In the event that this Note is collected through attorneys at law, or under advice therefrom, Maker agrees to pay all costs of collection including reasonable attorneys' fees, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors proceedings or otherwise.

Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words to similar effect shall not affect the duty of Maker to pay all obligations due hereunder and shall not affect the right of Holder to pursue all remedies available to it under any Loan Documents.

The remedies of Holder shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Holder. Any failure to exercise or forbearance in the exercise of any remedy, shall not be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent event.

Any notice to be given or to be served upon any party hereto in connection with this Note, whether required or otherwise, may be given in any manner permitted under the Loan Documents.

The term "other person liable for payment hereof" shall include any endorser, guarantor, surety or other person now or hereafter primarily or secondarily liable for the payment of this Note, whether by signing this or another loan document.

Whenever the context requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural, and the plural number includes the singular.

Maker and any other person liable for the payment hereof respectively, hereby (a) expressly waive any valuation and appraisal, presentment, notice of dishonor, protest, and diligence in collection; (b) consent that Holder may, from time to time and without notice to any of them or demand, (i) extend, rearrange, renew or postpone any or all payments, (ii) release, exchange, add to or substitute all or any part of the collateral for this Note, and/or (iii) release Maker (or any co-maker) or any other person liable for payment hereof, without in any way modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; and (c) agree that Holder, in order to enforce payment of this Note against any of them, shall not be required first to institute any suit or to exhaust any of its remedies against Maker (or any co-maker) or against any other person liable for payment hereof or to attempt to realize on any collateral for this Note.

ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF ANY DEFAULT, SUBJECT TO APPLICABLE NOTICE AND CURE PROVISIONS, BY THE MAKER UNDER THE LOAN REFERENCED HEREIN, THE SOLE REMEDY OF THE HOLDER SHALL BE TO FORECLOSE AGAINST THE PROPERTY GIVEN AS SECURITY FOR THE LOAN, AND IN NO EVENT SHALL THE MAKER HAVE ANY LIABILITY FOR THE PAYMENT OF THE LOAN OR FOR ANY OTHER OBLIGATIONS REFERENCED HEREIN, OR FOR THE PAYMENT OF ANY DEFICIENCY FOLLOWING THE FORECLOSURE AGAINST THE PROPERTY GIVEN AS SECURITY FOR THE LOAN. MAKER AND HOLDER WAIVE THEIR RIGHTS TO A TRIAL BY JURY IN ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER'S EXTENDING CREDIT TO MAKER AND NO WAIVER OR LIMITATION OF HOLDER'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON HOLDER'S BEHALF.

IN WITNESS WHEREOF, Maker has executed this Note on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses:

Witness signature

Jessica Zelaya
Print witness name

1204 NW Ave L Terrace
Belle Glade, FL 33430
Witness Address

Witness signature

Gregory A Hixon
Print witness name

7777 Glades Road Boca Raton, FL 33434
Witness address

MAKER:

Housing Authority of the City of Belle Glade, a public body corporate and politic established pursuant to Chapter 421 of the Florida Statutes

By: ______________________
Jeffrey S. Weeks, Chairman

Date: 9-19-2025

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, on September 19, 2025, by Jeffrey S. Weeks as Chairman of Housing Authority of the City of Belle Glade, who is personally known to me, or who has produced ______________________ as identification and who did/did not take an oath.

SANDRA RODRIGUEZ
MY COMMISSION # HH 240082
EXPIRES: July 13, 2026

(NOTARY SEAL ABOVE)

Signature: ______________________

Notary Name: Sandra Rodriguez
Notary Public - State of Florida

EXHIBIT C

MORTGAGE AND SECURITY AGREEMENT

SEE ATTACHED

Prepared by and return to:
Department of Housing and Economic Development
Palm Beach County
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Attn: Jeffrey Bolton, Division Director

NOTE TO CLERK OF CIRCUIT COURT: THIS MORTGAGE IS GIVEN TO SECURE THE FINANCING OF HOUSING UNDER PART V OF CHAPTER 420 OF THE FLORIDA STATUTES AND IS EXEMPT FROM TAXATION PURSUANT TO SECTION 420.513, FLORIDA STATUTES.

MORTGAGE AND SECURITY AGREEMENT

THIS IS A MORTGAGE AND SECURITY AGREEMENT (this "Mortgage"), granted and executed on September 19, 2025 by **HOUSING AUTHORITY OF THE CITY OF BELLE GLADE,** a public body corporate and political established pursuant to Chapter 421 of the Florida Statutes (the "Mortgagor") in favor of **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "Mortgagee") (which term as used in every instance shall include the Mortgagee's successors and assigns).

WITNESSETH:

The Mortgagor is the owner of the premises described in Exhibit A attached hereto (hereinafter the "Premises") and made a part hereof. Mortgagee has this date loaned **Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000)** to Mortgagor and in connection therewith Mortgagor has this date executed and delivered to Mortgagee a Promissory Note, in the amount of $2,500,000 (the "Note"). A true copy of the Note is annexed hereto as Exhibit B which forms a part hereof.

This Mortgage is given in accordance with that certain Loan Agreement between Mortgagor and Mortgagee executed on September 19, 2025. This Mortgage and Security Agreement, the Note, and the Loan Agreement, including any amendments thereto, and any other documents evidencing and securing the Loan, shall hereinafter collectively be referred to as the "Loan Documents".

GRANTING CLAUSE

NOW, THEREFORE, the Mortgagor, in consideration of the premises and in order to secure payment of both the principal of, and the interest and any other sums payable on, the Note or this Mortgage, and the performance and observance of all the provisions hereof, and of the Loan Documents, hereby gives, leases, bargains, sells, warrants, aliens, remises, releases, conveys, assigns, transfers, mortgages, hypothecates, deposits, pledges, sets over and confirms unto the Mortgagee, all of the Mortgagor's estate, right, title and interest in, to and under any and all of the Premises, improvements (including improvements to be made hereafter), and fixtures located on the Premises, all of which are collectively referred to hereinafter as the "Mortgaged Property".

TOGETHER with all and singular the rights, interests and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor including but not limited to all of Mortgagor's sewer capacity rights, and Mortgagor's rights under contracts, permits, licenses and all other documents and payments affecting the Premises, reserving only the right to the Mortgagor to collect the same so long as the Mortgagor is not in Default hereunder subject to applicable notice and cure provisions and so long as the same are not subjected to garnishment, levy, attachment, or lien.

TO HAVE AND TO HOLD the Mortgaged Property and all parts, rights, and appurtenances thereof, to the use, benefit and behalf of the Mortgagee, its successors and assigns in fee simple forever, and the Mortgagor covenants that the Mortgagor is lawfully seized and possessed of the Mortgaged Property in fee simple and has good right to convey the same, that the same are unencumbered excepting taxes accruing subsequent to 2024, and those certain exceptions appearing on the Mortgagee's Title Insurance Policy given in connection herewith and specifically approved by Mortgagee, and that the Mortgagor will warrant and defend the title thereto against the claims of all persons whomsoever, except as hereinafter expressly provided.

Notwithstanding the foregoing, this Mortgage shall be subject and subordinate to separate mortgage(s) and security agreement(s) and related loan documents encumbering the Premises as follows: (i) that certain Mortgage from United States Department of Agriculture Rural Housing Service securing that certain Revenue Bond, Series G (First Mortgage) dated as of November 20, 2009, in the original principal amount of $2,600,000.00, as recorded in Official Record Book 23561, Page 277 in Palm Beach County, FL , (ii) that certain loan from United States Department of Agriculture Rural Housing Service securing that certain Revenue Bond, Series F (Second Mortgage) dated as of July 3, 1996 in the original principal amount of $2,036,900 to be recorded in the Public Records of Palm Beach County, Florida, and (iii) that certain loan from United States Department of Agriculture Rural Housing Service (securing that certain Revenue Bond, Series H (Third Mortgage) dated as of September 19, 2025, in the original principal amount of $2,680,000.00 to be recorded in the Public Records of Palm Beach County, Florida.

All afore stated mortgages and security agreements shall hereinafter be collectively referred to as the "Senior Mortgages".

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee all sums required under the terms of the Note, which Note is in the original principal amount of **$2,500,000** and has a maturity date of June 30, 2075, unless such maturity is accelerated as set forth in the Note, or this Mortgage, and shall comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Loan Documents, then in such event this Mortgage and Security Agreement and the estate hereby created shall cease and be null and void.

The Mortgagor covenants with the Mortgagee as follows:

ARTICLE 1

1.1 Payments of Indebtedness:

The Mortgagor shall punctually pay the principal and interest and all other sums that become due pursuant to the Note at the time and place and in the manner specified in the Note, according to the true intent and meaning thereof, all in currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

1.2 Taxes, Liens and Other Charges.

(a) The Mortgagor, from time to time when the same shall become due and payable but in any event prior to delinquency, will pay and discharge all taxes of every kind and nature, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges and all other charges, whether of a like or different nature, imposed upon or assessed against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. This requirement does not in any way preclude Mortgagor from contesting real or personal property taxes when appropriate. The Mortgagor will, upon the request of the Mortgagee, deliver to the Mortgagee copies of receipts evidencing the payment of all such taxes, assessments, levies, fees, rents and other charges imposed upon or assessed against the Mortgaged Property or the revenues, rents, issues, income or profits thereof. The Mortgagor is exempt from ad valorem taxation pursuant to Florida Statute 196.199.

(b) The Mortgagor shall pay or cause to be bonded off or insured over, from time to time when the same shall become due, all lawful claims and demands of contractors, mechanics, materialmen, laborers, and other persons or entities which, if unpaid, might result in or permit the creation of, a lien on Mortgaged Property or any part hereof, or on the revenues, rents, issues, income and profits arising therefrom whether such lien is or may become prior or remain inferior to the Mortgage and also, irrespective of the priority of such other lien(s). Mortgagor in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

(c) The Mortgagor shall pay any taxes except income taxes imposed on the Mortgagee by reason of the Mortgagee's ownership of the Note or this Mortgage. The Mortgage and Note referenced herein are exempt from taxation pursuant to Florida Statute 420.513.

1.3 Insurance:

At any time while the Mortgaged Property is in the possession of the Mortgagor, the Mortgagor shall comply with the following requirements:

The Mortgagor will keep the Mortgaged Property continuously insured in an amount no less than its full insurable value which coverage shall insure the Mortgaged Property against loss or damage by fire and by the perils covered by extended coverage and against such other hazards, including flood if applicable, as the Mortgagee, in its reasonable discretion, shall from time to time require, for the benefit of the Mortgagee. All such insurance at all times will be in an insurance company or companies in such amounts and with terms reasonably acceptable to the Mortgagee, with loss, if any, payable to the Mortgagee as its interest may appear, pursuant to a non-contributory mortgagee clause which shall be satisfactory to the Mortgagee; and forthwith upon the issuance of such policies they will deliver to the Mortgagee copies of receipts for the premiums paid thereon and certificates of insurance and copies of such policies. In the event of a foreclosure or other transfer of title to the Property in lieu of foreclosure, or by purchase at the foreclosure sale, all interest in any proceeds due in connection with any claims made under the policy(ies) (for events arising prior to the title transfer) shall pass to Mortgagee, transferee or purchaser, as the case may be. Subject to the rights of the Senior Lenders pursuant to the Senior Mortgages, the Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property jointly with the Mortgagor. Each insurance company is hereby authorized and directed to make payment for all such losses to the Mortgagor and the Mortgagee jointly. Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to the repairs, provided such repairs are economically feasible and the security of this Mortgage is not thereby materially impaired. In order to determine whether repairs are economically feasible, Mortgagor must provide evidence to the Mortgagee that the Mortgagor has sufficient funds to completely restore or repair the Mortgaged Property in accordance with the Loan Agreement and the requirements described therein. If such repairs are not economically feasible or if the security of this Mortgage would be materially impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. The provisions of this Section 1.3 are expressly subject to the rights of the Senior Lenders under the Senior Mortgages, to which the rights of the Mortgagee are subordinate.

1.4 Care of Premises:

At all times while the Premises are in the possession of the Mortgagor, the Mortgagor shall comply with the following requirements:

(a) The Mortgagor will keep the improvements now or hereafter erected on the Premises in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof.

(b) If the Premises or any part thereof is damaged by fire or any other cause, which damage exceeds Two Hundred Thousand Dollars ($200,000), the Mortgagor will give immediate written notice of the same to the Mortgagee.

(c) The Mortgagee or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours upon reasonable advance notice to Mortgagor.

(d) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof. Mortgagee shall have the right to monitor the project and enforce the terms of all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

(e) If all or any part of the Premises shall be damaged by fire or other casualty, the Mortgagor will, upon request of the Mortgagee, promptly restore the Premises to the substantial equivalent of its condition immediately prior to such damage, and if a part of the Premises shall be damaged through condemnation, the Mortgagor will, upon request of Mortgagee, promptly restore, repair or alter the remaining part of the Premises in a manner reasonably satisfactory to the Mortgagee.

The Mortgagee recognizes that this mortgage will be subordinate to the Senior Mortgages, and to the extent this provision conflicts with the similar terms and conditions of the Senior Mortgages, the Senior Mortgages shall supersede and shall be controlling. Nothing contained herein shall, however, relieve the Mortgagor from its obligation to make payments under the Promissory Note in accordance with its terms.

1.5 <u>Right to Enter Premises:</u>

The Mortgagee, by any of its agents or representatives, shall have the right to inspect the Premises from time to time at any reasonable hour of the day. Should the Premises, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor and Mortgagor's failure to remedy such issue within a reasonable period of time, enter or cause entry to be made upon the Premises and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefor, as the Mortgagee may in its sole discretion deem necessary, all of which amounts so paid by the Mortgagee, with interest thereon from the date of each such payment, at the rate, if any, provided in the Note, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.

1.6 <u>Covenants Running With the Land:</u>

The Mortgagor expressly agrees to the following terms and conditions:

(a) <u>Use of Loan Funds, Units to be Constructed and Related Dates:</u>
The Mortgagor shall use the loan proceeds in the amount of **$2,500,000** for eligible project costs specified in the Loan Agreement to assist in the repair and rehabilitation of up to 534 housing units (the "Assisted Housing Units") located on the Premises as is more fully described in the Loan Agreement.

The Mortgagor shall be required to have drawn 100% of the Loan up to $2,500,000 and shall have completed the repair and rehabilitation of the Assisted Housing Units by **<u>April 30, 2027.</u>**

(b) Occupancy and Affordability Requirements:
The Mortgagor for a period of perpetuity (the "Affordability Period"), shall cause all Assisted Housing Units to be occupied by households whose income, adjusted by family size, are at no more than eighty percent (80%) of the applicable area median income. The Affordability Period shall begin on the date of the Loan Agreement execution.

THE REQUIREMENTS AND RESTRICTIONS SET FORTH IN THIS SECTION 1.6(b) SHALL BE COVENANTS RUNNING WITH THE LAND FOR THE TERM OF THIS MORTGAGE AND SECURITY AGREEMENT AND SHALL SURVIVE THE SATISFACTION OR EARLIER TERMINATION OF THIS MORTGAGE AND SECURITY AGREEMENT FOR THE DURATION OF THE AFFORDABILITY PERIOD (AS DEFINED ABOVE). IN THE EVENT THE MORTGAGE IS SATISFIED PRIOR TO THE MATURITY DATE, THE RESTRICTIVE COVENANTS MAY, WITH THE APPROVAL OF THE MORTGAGEE, BE TRANSFERRED TO A SEPARATE DECLARATION OF RESTRICTIVE COVENANTS CONSISTENT WITH THE TERMS SET FORTH HEREIN, WHICH COVENANTS SHALL BE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

1.7 Further Assurances; Modifications:

At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will make, exercise and deliver or cause to be made, executed and delivered, to the Mortgagee, any and all other further instruments, certificates and other documents as may, in the reasonable opinion of the Mortgagee, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the Mortgagor under the Note, (ii) the security interest of this Mortgage, and (iii) the mortgage lien hereunder. Upon any Default, as defined below, by the Mortgagor pursuant to this Section or any other Section of this Mortgage, the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and the attorney in fact of the Mortgagor so to do.

1.8 Expenses.

In addition to the expenses described in Section 2.6(b) hereof, the Mortgagor will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs and expenses, including those in connection with appellate proceedings, incurred by the Mortgagee in any proceedings or in any action, legal proceeding or dispute of any kind which relate to or arise from the Mortgage or the interest created herein, or the Premises, including but not limited to foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be secured by this Mortgage.

1.9 Estoppel Affidavits:

The Mortgagee, upon ten (10) days' prior written notice, shall furnish the Mortgagor a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any off-sets or defenses exist against such principal and interest. The written statement as referenced herein shall be provided by the County's Department of Housing and Economic Development's Director or his designee.

1.10 Subrogation:

The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.11 Performance by Mortgagee of Defaults by Mortgagor:

If the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Premises; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; in the performance of any covenant, term or condition of any leases affecting all or any part of the Premises; or in the performance or observance of any covenant, condition or term of this Mortgage; then the Mortgagee, at its option, following written notice to Mortgagor and Mortgagor's failure to perform or observe the same within the time set forth in Section 2.2(b), may perform or observe the same, and all reasonable payments made or costs incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be, upon demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at the maximum rate provided by law. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any other person in possession holding under the Mortgagor.

1.12 Condemnation:

In the event of a condemnation (which term when used in the Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), unless Mortgagor and Mortgagee otherwise agree in writing, condemnation awards shall be applied to the repairing of the Premises, provided such repairs are economically feasible and the security of this Mortgage is not thereby materially impaired. If such repairs are not economically feasible or if the security of this Mortgage would be materially impaired, the condemnation award shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. In the event of a condemnation, if an Event of Default shall exist hereunder, the Mortgagee shall be entitled to all compensation, awards, and other payments or relief thereof, and is hereby authorized at its option, to commence, appear in, and prosecute, in its own, or the Mortgagor's name, any action or proceeding relating to any condemnation, either to settle or compromise any claim in connection therewith; and all such compensation, awards, damages, claims, rights of action and proceeds, and the right thereto from any condemnation are hereby assigned by the Mortgagor to the Mortgagee. The Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds from a condemnation as the Mortgagee may require. The provisions of this Section are subject to the rights under the Senior Mortgages, to which the rights of the Mortgagee are subordinate. Notwithstanding the foregoing, any condemnation for less than twenty percent (20%) of value of the Premises or any condemnation that will not render the Premises unusable shall not be affected by this section.

1.13 Environmental Representations:

(a) The Mortgagor covenants with the Mortgagee that to the best of Mortgagor's knowledge the Premises have not been used and will not be used in whole or in part for the storage of hazardous waste other than typical cleaning and maintenance supplies kept in accordance with all laws and regulations.

(b) Mortgagor acknowledges that no violation of any Federal, State or local environmental regulations now exists regarding the Mortgaged Property.

(c) Mortgagor shall comply with all Federal, State and local environmental regulations during the construction of the improvements on the Premises.

(d) Mortgagor shall give written notice to Mortgagee immediately upon Mortgagor's acquiring knowledge of the presence of any hazardous substances on the Mortgaged Property or of any hazardous substances contamination thereon, or of any notices received by Mortgagor that there are violations or potential violations of any environmental regulation laws, ordinances, rules or regulations existing on the Mortgaged Property.

ARTICLE 2

2.1 Due on Sale of the Premises:

In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagor, found it acceptable and continues to rely upon the same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Mortgagor in owning and operating property such as the Mortgaged Property, found it acceptable and continues to rely upon same as the means of maintaining the value of the Mortgaged Property. Mortgagor was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security both of repayment by Mortgagor and the value of the Mortgaged Property; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; and (iii) allowing Mortgagee to charge default rate interest in the case of an uncured Event of Default; Mortgagor agrees that if this Section is deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, or other transfer of title to the Premises or any interest therein except as permitted under the Loan Agreement (whether voluntarily or by operation of law), and except as permitted under Section 2.3 herein, without the Mortgagee's prior written consent, which consent shall not be unreasonably withheld, or delayed, shall be an Event of Default hereunder, except for any refinancing of the Senior Mortgages with an independent institutional lender permitted under the Loan Agreement, which shall be permitted without the prior written consent of the Mortgagee. For the purpose of and without limiting the generality of the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an Event of Default hereunder:

(a) unless otherwise permitted by the Mortgagee as provided herein, any sale,

conveyance, assignment or other transfer of or the grant of a security interest in, all or any part of the title to the Premises, other than easements or licenses necessary for the development and use of the improvements on the Premises which shall include tenant services or benefits; or
(b) any new or additional liabilities secured by the Premises without the prior written consent of Mortgagee.

Any consent by the Mortgagee, or any waiver of an Event of Default, under this Section shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent Event of Default under this Section.

2.2 Events of Default:

An Event of Default ("Default") shall have occurred hereunder if:

(a) The Mortgagor shall fail to pay in full within fifteen (15) days from the date due and payable any installment of principal, interest, loan servicing and administrative fee, monitoring fee, late charges or escrow deposits as required by the Note, this Mortgage and otherwise; or

(b) The Mortgagor shall fail to duly observe on time any other covenant, condition or agreement of this Mortgage, the Note, the Loan Documents or of any other instrument evidencing, securing or executed in connection with the indebtedness secured hereby, and such failure continues for a period of thirty (30) days following written notice by the Mortgagee or such additional time as may be required, provided a cure is timely commenced and diligently prosecuted; or

(c) Any warranties or representations made or agreed to be made in any of the Loan Documents shall be breached in any material manner by the Mortgagor or shall prove to be false or misleading in any material manner when made, and such breach is not cured within thirty (30) days following notice from Mortgagee; or

(d) Any lien for labor or material or otherwise shall be filed against the Mortgaged Property, and such lien is not canceled, removed, bonded over, insured against or transferred within sixty (60) days after notice of such lien; or

(e) A levy shall be made under any process on, or a receiver is appointed for, the Mortgaged Property; or

(f) The Mortgagor shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief for the Mortgagor under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtor; or

(g) The Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Mortgagor or of all or any part of the Mortgaged

Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or

(h) The Mortgagor shall make any general assignment for the benefit of creditors; or

(i) In any legal proceeding the Mortgagor shall be alleged to be insolvent or unable to pay the Mortgagor's debts as they become due and such legal proceeding is not dismissed within ninety (90) days of filing; or

(j) The Mortgagor breaches any covenant, representation, or warranty set forth in the Loan Agreement and the expiration of any applicable grace period, or an Event of Default occurs under the terms of the Loan Agreement or any of the other Loan Documents pertaining to the Note and Mortgage and remains uncured after the expiration of any applicable cure or grace period; or

(k) The Mortgagor shall default under any mortgage encumbering the Premises which default remains uncured after expiration of any applicable cure or grace period.

If any one or more of the defaults enumerated in paragraphs (a) through (k) occurs, then the Mortgagee may notify the Mortgagor of the specific facts which create the reasonable basis for its belief and may request the Mortgagor to provide satisfactory evidence to the Mortgagee that such default is not likely to occur or that Mortgagor has taken appropriate steps to cure the default if it should occur.

2.3 Assumption of Note and Special Conditions:

(a) The Note can be assumed upon sale or transfer of the entire Premises, provided: (i) the Mortgagor has obtained the consent of Mortgagee to such sale or transfer (which Mortgagee agrees shall not be unreasonably withheld or delayed), (ii) all Assisted Housing Units as defined under the Loan Agreement shall remain affordable to households whose incomes, adjusted by family size, are not more than eighty percent (80%) of AMI, for the remaining duration of the Affordability Period as also defined under the Loan Agreement (iii) and the sale or transfer is permitted under the terms of the Loan Agreement.

In the event the Note will not be assumed upon sale or transfer of the Mortgaged Property, all available proceeds of the sale or transfer shall be applied to pay the following items in order of priority:

(1) Expenses of the sale;

(2) Senior Mortgage(s) debt in full, including fees;

(3) All accrued but unpaid interest on the Note;

(4) The outstanding principal under the Note;

(5) This Mortgage debt in full, including fees.

(b) Except as set forth in Section 2.3(a) above, all of the principal and interest of the indebtedness secured hereby shall be due and payable upon sale or transfer of the Premises.

(c) The indebtedness secured hereby may be serviced by the Mortgagee or by a lending institution selected by Mortgagee.

(d) The discrimination provision of §420.516, Florida Statutes, shall apply to the loan secured hereby.

A violation of any of the above stated Special Conditions related to any assumptions as contained in this Section 2.3 by Mortgagor shall constitute a default hereunder.

2.4 Acceleration of Maturity:

(a) If a Default shall have occurred hereunder and is not cured within applicable cure periods, then the whole unpaid principal sum of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Mortgagee, become due and payable without notice or demand, time being of the essence of this Mortgage and of the Note secured hereby; and no omission on the part of the Mortgagee to exercise such option when entitled to do so shall be considered as a waiver of such right.

(b) If a Default shall have occurred hereunder and is not cured within applicable cure periods, then the whole unpaid debt secured by this Mortgage, with all interest thereon, and all other amounts hereby secured shall, at the option of Mortgagee, become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure of or other proceeding upon this Mortgage or by any other proper, real or equitable procedure without declaration of such option and without notice.

2.5 Right of Lender to Enter and Take Possession:

(a) If any Default shall have occurred and be continuing beyond expiration of any applicable cure or grace period, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Premises and to the extent permitted by law, the Mortgagee may enter and take possession of the Premises and may exclude the Mortgagor and the Mortgagor's agents and employees wholly therefrom. In the event Mortgagee exercises its rights pursuant to this Section 2.5(a), the Mortgagee shall be deemed to be acting as agent of Mortgagor and not as owner of the Premises.

(b) For the purpose of carrying out the provisions of this Section 2.5, if any Default shall have occurred and be continuing beyond expiration of any applicable cure or grace period, the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney in fact in the Premises.

(c) If Mortgagor cures all such Defaults, the Mortgagee shall surrender possession of the Premises to the Mortgagor, provided that the right of the Mortgagee to take possession, from time to time, pursuant to Section 2.5(a) shall exist if any subsequent default shall occur and be continuing.

(d) The provisions of this Section 2.5 are subject to the rights under the Senior Mortgages, to which of the Mortgagee are subordinate.

2.6 Foreclosure and Appointment of a Receiver:

(a) In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication cost and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this Section mentioned shall become additional debt secured hereby and shall be immediately due and payable with interest thereon at the maximum rate provided by law, when paid or incurred by Mortgagee in connection with (i) any proceeding, including foreclosure, receivership, probate and bankruptcy proceedings, to which it shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage, or any indebtedness hereby secured, (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (iii) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

(b) Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment, pursuant to applicable law, may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit, and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of said period.

(c) If a Default shall have occurred hereunder and is not cured within applicable cure periods, Mortgagor shall deliver to Mortgagee at any time on its request, all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys and other papers relating to the Premises, and in case of foreclosure thereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining title to the Premises by reason of such foreclosure.

(d) The provisions of this Section 2.6 are subject to the rights under the Senior Mortgages, to which rights of the Mortgagee is subordinate.

2.7 Discontinuance of Proceedings and Restoration of the Parties:

In case the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adverse to the Mortgagee, then in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

2.8 Remedies Cumulative:

No right, power or remedy conferred upon or reserved by the Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE 3

3.1 Successors and Assigns Included in Parties:

Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, permitted successors and permitted assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of the Mortgagor and by or on behalf of the Mortgagee shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not.

Provided, however, that the Mortgagor shall have no right to assign its obligations hereunder without the prior written consent of the Mortgagee as provided herein and in the Loan Documents.

3.2 Headings:

The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

3.3 Invalid Provisions to Affect No Others:

If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. Notwithstanding any provision contained herein, the total liability of Mortgagor for payment of interest, including service charges, penalties or any other fees shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by Mortgagor include interest in excess of the maximum amount permitted by applicable law to be charged, all excess amounts so paid shall be used to reduce the unpaid principal amount due pursuant hereto.

3.4 Number and Gender:

Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

ARTICLE 4

4.1 Notices to Mortgagor and Mortgagee:

Any notice or other communication required or permitted to be given hereunder shall be sufficient if in writing and delivered in person, sent by United States Certified Mail, postage prepaid, or sent by an overnight mail service, (such as Federal Express), to the parties being given such notice at the following addresses:

TO MORTGAGOR: Housing Authority of the City of Belle Glade
1204 N.W. Ave L Terrace
Belle Glade, FL 33430
Attn: Jeffrey S. Weeks

TO MORTGAGEE: Department of Housing and Economic Development
Palm Beach County
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Attn: Jonathan B. Brown, Director

With copy to:
County Attorney's Office
Palm Beach County
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Attn: Howard J. Falcon III, Chief Assistant County Attorney

Any party may change said address by giving the other parties hereto notice of such change of address. Notice given as hereinabove provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail, or if a courier system or overnight mail service is used, on the date of delivery of the notice.

ARTICLE 5

5.1 Future Advances:

It is agreed that this Mortgage shall also secure such future or additional advances as may be made by the Mortgagee at its option to the Mortgagor, or its successor in title, for any purpose, provided that all those advances are to be made within three (3) years from the date of this Mortgage, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the principal amount of the Note, plus interest, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property with interest on those disbursements.

If, pursuant to Florida Statutes Section 697.04, Mortgagor files a notice specifying the dollar limit beyond which future advances made pursuant to this Mortgage will not be secured by this Mortgage, then Mortgagor shall, within fifteen (15) days of day of filing such notice, notify Mortgagee and its counsel by certified mail pursuant to Section 4.1 of this Mortgage. In addition, such a filing shall constitute a default hereunder.

5.2 Subordination:

Mortgagee has approved a First Mortgage provided that it does not exceed $2,600,000, plus any protective advances made in accordance with applicable law and further has agreed to subordinate to such First Mortgage.

Mortgagee has approved a Second Mortgage provided that it does not exceed $2,036,000 plus any protective advances made in accordance with applicable law and further has agreed to subordinate to such Second Mortgage.

Mortgagee has approved a Third Mortgage provided that it does not exceed $2,680,000 plus any protective advances made in accordance with applicable law and further has agreed to subordinate to such Third Mortgage.

Mortgagee further agrees to subordinate to any refinancing of the First, Second, or Third Mortgages (collectively referred to as the "Senior Mortgages") with an independent institutional lender so long as the refinancing does not increase the amount of indebtedness then secured by the Senior Mortgages. The Mayor of the Board of County Commissioners of Palm Beach County is hereby authorized to execute subordination agreements required herein without further approval of the Board of County Commissioners of Palm Beach County, Florida, provided such documents are in a form acceptable to the County's Department of Housing and Economic Development and the County Attorney. In the event the County Administrator or

designee has been delegated the authority to execute the Loan Agreement, then such delegation shall also include the authority to execute Subordination Agreements in compliance with the terms of this Section provided such documents are in a form acceptable to the County Attorney.
Nothing contained herein shall, however, relieve the Mortgagor from its obligation to make payments under the Promissory Note in accordance with its terms.

5.3 Lien Priority:

The lien priority of this Mortgage shall not be affected by any changes in the Note or other Loan Documents including, but not limited to, an increase in the interest rate charged pursuant to the Note. Any parties acquiring an interest in the Premises subsequent to the date this Mortgage is recorded shall acquire such interest in the Premises with notice that Mortgagee may charge a default rate of interest in the event of an uncured Default, or with the consent of the Mortgagor, otherwise modify the Loan Documents and the Loan Documents, as modified, shall remain superior to the interest of any party in the Mortgaged Property acquired subsequent to the date this Mortgage is recorded, other than the Senior Mortgages or any refinancing of the Senior Mortgages with an independent institutional lender.

5.4 Security Agreement:

This instrument also creates a security interest in any and all equipment and furnishings as are considered or determined to be personal property located at the Premises, together with all replacements, substitutions, additions, products and proceeds thereof, in favor of the Mortgagee under the Florida Uniform Commercial Code to secure payment of principal, interest and other amounts due Mortgagee now or hereafter secured hereby, and Mortgagee shall also have all the rights and remedies of a secured party under the Florida Uniform Commercial Code which shall be cumulative and in addition to all other rights and remedies of Mortgagee arising under the common law or any other laws of the State of Florida or any other jurisdiction.

5.5 Choice of Law:

This Mortgage is to be construed in all respects and enforced according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

5.6 Binding Effect:

This Mortgage shall be binding upon and insure to the benefit of the Mortgagor and Mortgagee hereto, and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Mortgagor has executed and sealed this Mortgage, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses:

MORTGAGOR:

Housing Authority of the City of Belle Glade, a public body corporate and politic established pursuant to Chapter 421 of the Florida Statutes

J Zelaya
Witness signature

Jessica Zelaya
Print witness name

1304 NW Ave L Terrace Belle Glade FL 33430
Witness address

Witness signature

Gregory A Hysom
Print witness name

7771 Glades Road Boca Rat FL 33434
Print witness address

By: ______________________
Jeffrey S. Weeks, Chairman

Date: 9-14-2025

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19 day of, September 2025, by Jeffrey S. Weeks as Chairman of Housing Authority of the City of Belle Glade, who is personally known to me, or who has produced ______________________ as identification and who did/did not take an oath.

SANDRA RODRIGUEZ
MY COMMISSION # HH 240082
EXPIRES: July 13, 2026

(NOTARY SEAL ABOVE)

Signature: ______________________

Notary Name: Sandra Rodriguez
Notary Public - State of Florida

EXHIBIT A

THE PREMISES
LEGAL DESCRIPTION

Parcel 1:

All of the East half of the Southwest quarter of Section 30, Township 43 South, Range 37 East, lying West of the right-of-way of the Florida East Coast Railroad.

Less and except Airport Road a/k/a Ice Plant Road a/k/a NW Avenue L and Less West Camp Road a/k/a NW 13th Street, including that parcel conveyed to the State of Florida by Special Warranty Deed recorded in Book 1027, Page 140 and Book 1030, Page 543 and to the county of Palm Beach in Book 2169, Page 795, of the Public Records of Palm Beach County, Florida.

Address Reference: 1130 NW AVENUE P PL, BELLE GLADE, FL 33430
PCN: 04-37-43-30-00-000-7010

Parcel 2

That part of the North 1/2 of the Southeast 1/4 of Section 30, Township 43 South, Range 37 East, lying West of the Florida East Coast Railroad railway line, lying and being in Palm Beach County, Florida.

Parcel 3:

The West half of the North half of Section 7, Township 44 South, Range 37 East, Palm Beach County, Florida.

Less S Main Street a/k/a State Road 80, Spooner Road and Canal Street including that portion conveyed to the State of Florida in Book 1978, Page 1608 and in Book 2342, Page 482 and Book 2354, Page 85 and to County of Palm Beach in Book 3852, Page 1086 and in Book 5939, Page 1622, of the Public Records of Palm Beach County, Florida.

Address Reference: 101 EVERGLADES STREET, BELLE GLADE, FL 33430
PCN: 00-37-44-07-00-000-3010

Parcel 4

A tract of land located in Section 7, Township 44 South, Range 37 East, Palm Beach County, Florida, as follows: Beginning at a point on the North line of said section which is North 88°04'26" E., 1515.5 feet from the Northwest corner of Section 7. From this point which represents the Northwest corner of School tract, thence in a Southerly direction parallel to and 452 feet West of center line of street East of school, to a point 18 feet North of center line of street South of school, thence in an Easterly direction parallel to center line of street South of school to point of curvature of street, approximately 343 feet, thence along said curve and 18 feet from center line of street, to end of curve, thence in a Northerly direction 18 feet West and parallel to center line of street east of school to intersection with North line of Section 7, thence Westerly along said section line to point of beginning.

Less S Main Street a/k/a State Road 80

EXHIBIT D

PROJECT REPORT

SEE ATTACHED

C

PROJECT REPORT

Reporting Period:	Month		Year	
Subrecipient Name:				
Agreement/ MOU include Start Date, End Date				
Project Name:				

A. Agreement Requirements (Cumulative)

target date to draw funds	$0.00	
target date to draw funds	$0.00	*Total Funding Amount*

B. Disbursement/ Reimbursement Requests

1. Enter information in the BLUE cells only. In Column C, enter the <u>monthly</u> Projected Request amounts for each month. The projections should meet the target dates in your agreement.
2. In Column D, enter the amount of Actual Requests, if any, for the reporting period.
3. Column F tracks the Actual Request vs. the full funding amount.

A	B	C	D	E	F
Reporting Period	**Cumulative Requirement per Agreement**	**Reimb Request per month (Projected)**	**Reimb Request per month (Actual)**	**Cumulative Reimb Request (Actual)**	**Difference to Total Funding Amount**
Dec-23				0.00	0.00
Jan-24				0.00	0.00
Feb-24				0.00	0.00
Mar-24				0.00	0.00
Apr-24				0.00	0.00
May-24				0.00	0.00
Jun-24				0.00	0.00
Jul-24				0.00	0.00
Aug-24				0.00	0.00
Sep-24				0.00	0.00
Oct-24				0.00	0.00
Nov-24				0.00	0.00
Dec-24				0.00	0.00
Jan-25				0.00	0.00
Feb-25				0.00	0.00
Mar-25				0.00	0.00
Apr-25				0.00	0.00
May-25				0.00	0.00
Jun-25				0.00	0.00
Jul-25				0.00	0.00

Aug-25				0.00	0.00
Sep-25				0.00	0.00
Oct-25				0.00	0.00
Nov-25				0.00	0.00
Dec-25				0.00	0.00
Jan-26				0.00	0.00
Feb-26				0.00	0.00
Mar-26				0.00	0.00
Apr-26				0.00	0.00
May-26				0.00	0.00
Jun-26				0.00	0.00
Jul-26				0.00	0.00
Aug-26				0.00	0.00
Sep-26				0.00	0.00
Oct-26				0.00	0.00
Nov-26				0.00	0.00
TOTAL FUNDING		0.00	0.00		
difference to total funding		$0.00	$0.00		

C. Amounts Budgeted/ Expended to date:

Enter all the sources of funds and the amount of the funds expended/ requested in this period.

Funding Source	Budgeted	Expended	Percentage Expended	Requested
Funding Source 1				
Funding Source 2				
Funding Source 3				
Total	$0.00	$0.00		

D. Describe any changes in budgeted amounts during this reporting period, and the source of funds.

E. Project Performance

Enter the required, projected and actual dates for each Performance Benchmark. Enter Y or N in the "Benchmark Met" column to indicate whether the required date was met.

Performance Benchmark	Required Date	Projected Date	Actual Date	Benchmark Met Enter Y/N
Loan Close				
Start Construction				
Loan Draw				
Complete Construction				
Loan Draw				
Certificate of Occupancy				
Lease By Date				

C

F. Describe your project progress during this reporting period.

G. Report prepared by:		
Enter the name of the person completing this report, contact number and the date of signing. Double-click on the X line to save a copy of this file and digitally sign this report.		
Name		Signature X
Phone/ Contact No.		
Date		

EXHIBIT E
PALM BEACH COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT
ANNUAL RENT ROLL

Project Name:	Okeechobee and Osceola Center Farm Labor Housing	
Report Period:	From ________________, 20___ to ________________, 20___	
Prepared By:		
Report Date:	________________, 20___	**Page ___ of ___ Pages**

Fill in the required information for each apartment or place a check mark where applicable.

Building Address:				
	Apt. No. ___	**Apt. No. ___**	**Apt. No. ___**	**Apt. No. ___**
Tenant Name:				
Lease start date:	/ /	/ /	/ /	/ /
Contract Rent:	$	$	$	$
Tenant Rent:	$	$	$	$
No. of bedrooms:				
No. of occupants:				
Date last income certified:	/ /	/ /	/ /	/ /
Annual income:	$	$	$	$
Household Income at 50% or <AMI	[ ]	[ ]	[ ]	[ ]
Household Income at 80% or < AMI	[ ]	[ ]	[ ]	[ ]
	Apt. No. ___	**Apt. No. ___**	**Apt. No. ___**	**Apt. No. ___**
Tenant Name:				
Lease start date:	/ /	/ /	/ /	/ /
Contract Rent:	$	$	$	$
Tenant Rent:	$	$	$	$
No. of bedrooms:				
No. of occupants:				
Date last income certified:	/ /	/ /	/ /	/ /
Annual income:	$	$	$	$
Household Income at 50% or < AMI	[ ]	[ ]	[ ]	[ ]
Household Income at 80% or <AMI	[ ]	[ ]	[ ]	[ ]

EXHIBIT F
PERMITTED EXCEPTIONS

- Easement granted to Florida Power & Light Company recorded in Book 1191, Page 428.

- Easement granted to Southern Bell Telephone and Telegraph Company recorded in Book 3057, Page 88.

- Notice of Lien Rights recorded in Book 25279, Page 1068.

- Reservations unto the State of Florida for oil, gas and minerals are contained in Deed recorded in Book 75, Page 549; Book 1279, Page 598 and Book 1954, Page 9. Note: The right of entry and exploration has been released pursuant to Section 270.11, F.S.

- Mortgage in the original principal amount of $2,600,000.00, executed by Housing Authority of the City of Belle Glade in favor of United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture, recorded November 23, 2009 in Book 23561, Page 277.

- Mortgage in the original principal amount of $2,680,000.00, executed by Housing Authority of the City of Belle Glade in favor of United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture, dated 7/19, 2023 to be recorded in the Public Records of Palm Beach County, Florida.

EXHIBIT G
ASSISTED HOUSING UNITS LOCATION AND DESCRIPTION OF REPAIR OR REHABILITATION WORK

The following matrix provides a listing of all residential units which work will be performed as identified in the detailed Scope of Work for the Okeechobee/Osceola Farm Labor Housing Repair Project. The information is categorized by units: Account Number, Address, Size and Type for each site location. Of this list of 708 units 534 will remain as PBC "Assisted Units" as defined in paragraph 2 of this this agreement.

Acct #	Unit Address	SQFT	Building Type	Unit Size	Standard/ADA/ Future ADA
OKEECHOBEE					
1-1001	74 Bethune Court	851	Single	3 BR	STND
1-1002	76 Bethune Court	1051	Single	4 BR	STND
1-1003	78 Bethune Court	851	Single	3 BR	STND
1-1004	80 Bethune Court	851	Single	3 BR	STND
1-1005	82 Bethune Court	1051	Single	4 BR	STND
1-1006	84 Bethune Court	851	Single	3 BR	STND
1-1007	14 Bethune Pl.	915	Single	3 BR	STND
1-1008	22 Bethune Pl.	915	Single	3 BR	STND
1-1010	26A Bethune Pl.	797	Duplex	2 BR	STND
1-1011	26B Bethune Pl.	797	Duplex	2 BR	STND
1-1012	30A Bethune Pl.	797	Duplex	2 BR	STND
1-1013	30B Bethune Pl.	797	Duplex	2 BR	STND
1-1016	36A Bethune Pl.	797	Duplex	2 BR	STND
1-1017	36B Bethune Pl.	797	Duplex	2 BR	STND
1-1018	1A Bethune St.	400	Quad	Efficiency	STND
1-1019	1B Bethune St	400	Quad	Efficiency	STND
1-1020	1C Bethune St.	400	Quad	Efficiency	STND
1-1021	1D Bethune St.	400	Quad	Efficiency	STND
1-1022	2A Bethune St.	400	Quad	Efficiency	STND
1-1023	2B Bethune St.	400	Quad	Efficiency	STND
1-1024	2C Bethune St.	400	Quad	Efficiency	STND
1-1025	2D Bethune St.	400	Quad	Efficiency	STND
1-1026	3A Bethune St.	400	Quad	Efficiency	STND
1-1027	3B Bethune St.	400	Quad	Efficiency	STND
1-1028	3C Bethune St.	400	Quad	Efficiency	STND
1-1029	3D Bethune St.	400	Quad	Efficiency	STND
1-1030	4A Bethune St.	400	Quad	Efficiency	STND
1-1032	4C Bethune St.	400	Quad	Efficiency	STND
1-1033	4D Bethune St.	400	Quad	Efficiency	STND
1-1034	5A Bethune St.	400	Quad	Efficiency	FADA
1-1035	5B Bethune St.	400	Quad	Efficiency	STND
1-1036	5C Bethune St.	400	Quad	Efficiency	STND
1-1037	5D Bethune St.	400	Quad	Efficiency	STND

1-1038	6A Bethune St.	400	Sixplex	Efficiency	STND
1-1039	6B Bethune St.	400	Sixplex	Efficiency	STND
1-1040	6C Bethune St.	400	Sixplex	Efficiency	STND
1-1041	6D Bethune St.	400	Sixplex	Efficiency	STND
1-1042	6E Bethune St.	400	Sixplex	Efficiency	STND
1-1043	6F Bethune St.	400	Sixplex	Efficiency	STND
1-1044	7A Bethune St.	400	Quad	Efficiency	STND
1-1045	7B Bethune St.	400	Quad	Efficiency	STND
1-1046	7C Bethune St.	400	Quad	Efficiency	STND
1-1047	7D Bethune St.	400	Quad	Efficiency	STND
1-1048	8A Bethune St.	400	Quad	Efficiency	STND
1-1049	8B Bethune St.	400	Quad	Efficiency	STND
1-1050	8C Bethune St.	400	Quad	Efficiency	STND
1-1051	8D Bethune St.	400	Quad	Efficiency	STND
1-1052	9A Bethune St.	400	Quad	Efficiency	STND
1-1053	9B Bethune St.	400	Quad	Efficiency	STND
1-1054	9C Bethune St.	400	Quad	Efficiency	FADA
1-1055	9D Bethune St.	400	Quad	Efficiency	STND
1-1056	10A Bethune St.	400	Sixplex	Efficiency	STND
1-1057	10B Bethune St,.	400	Sixplex	Efficiency	STND
1-1058	10C Bethune St.	400	Sixplex	Efficiency	STND
1-1059	10D Bethune St.	400	Sixplex	Efficiency	STND
1-1060	10E Bethune St.	400	Sixplex	Efficiency	STND
1-1061	10F Bethune St.	400	Sixplex	Efficiency	STND
1-1062	11A Bethune St.	400	Sixplex	Efficiency	STND
1-1063	11B Bethune St.	400	Sixplex	Efficiency	FADA
1-1064	11C Bethune St.	400	Sixplex	Efficiency	STND
1-1065	11D Bethune St.	400	Sixplex	Efficiency	FADA
1-1066	11E Bethune St.	400	Sixplex	Efficiency	STND
1-1067	11F Bethune St.	400	Sixplex	Efficiency	STND
1-1069	13A Bethune Pl.	797	Duplex	2 BR	STND
1-1070	13B Bethune Pl.	797	Duplex	2 BR	STND
1-1071	17A Bethune St.	797	Duplex	2 BR	STND
1-1072	17B Bethune St.	797	Duplex	2 BR	STND
1-1073	19 Bethune St.	915	Single	3 BR	STND
1-1074	21A Bethune St.	797	Duplex	2 BR	STND
1-1075	21B Bethune St.	797	Duplex	2 BR	STND
1-1076	23A BETHUNE ST.	796	Duplex	2 BR	STND
1-1077	23B BETHUNE ST.	796	Duplex	2 BR	STND
1-1078	25A BETHUNE ST.	796	Duplex	2 BR	STND
1-1079	25B BETHUNE ST.	796	Duplex	2 BR	STND
1-1082	31 Bethune St.	1031	Single	3 BR	ADA
1-1083	33A BETHUNE ST.	796	Duplex	2 BR	ADA
1-1084	33B BETHUNE ST.	796	Duplex	2 BR	ADA

1-1085	35A Bethune St.	797	Duplex	2 BR	STND
1-1086	35B Bethune St.	797	Duplex	2 BR	STND
1-1087	37 Bethune St.	915	Single	3 BR	STND
1-1088	38 Bethune St.	915	Single	3 BR	STND
1-1089	39A Bethune St.	797	Duplex	2 BR	STND
1-1090	39B Bethune St.	797	Duplex	2 BR	STND
1-1093	41 Bethune St.	915	Single	3 BR	STND
1-1094	43 Bethune St.	915	Single	3 BR	STND
1-1095	45 Bethune St.	915	Single	3 BR	STND
1-1096	49A BETHUNE ST.	796	Duplex	2 BR	STND
1-1097	49B BETHUNE ST.	796	Duplex	2 BR	STND
1-1098	53A BETHUNE ST.	796	Duplex	2 BR	STND
1-1099	53B BETHUNE ST.	796	Duplex	2 BR	STND
1-1100	55 Bethune St.	1051	Single	4 BR	STND
1-1101	57 Bethune St.	851	Single	3 BR	STND
1-1102	59 Bethune St.	851	Single	3 BR	STND
1-1103	61 Bethune St.	851	Single	3 BR	STND
1-1104	63 Bethune St.	851	Single	3 BR	STND
1-1109	70A BETHUNE ST.	796	Duplex	2 BR	STND
1-1110	70B BETHUNE ST.	796	Duplex	2 BR	STND
1-1111	72A Bethune St.	797	Duplex	2 BR	STND
1-1112	72B Bethune St.	797	Duplex	2 BR	STND
1-1113	86 Bethune St.	851	Single	3 BR	STND
1-1114	88 Bethune St.	851	Single	3 BR	STND
1-1115	90 Bethune St.	851	Single	3 BR	STND
1-1116	42A Bethune Terr.	797	Duplex	2 BR	STND
1-1117	42B Bethune Terr.	797	Duplex	2 BR	STND
1-1118	46A Bethune Terr.	797	Duplex	2 BR	STND
1-1119	46B Bethune Terr.	797	Duplex	2 BR	STND
1-1120	48A BETHUNE TERR	796	Duplex	2 BR	STND
1-1121	48B BETHUNE TERR	796	Duplex	2 BR	STND
1-1125	58A Bethune Terr.	797	Duplex	2 BR	STND
1-1126	58B Bethune Terr.	797	Duplex	2 BR	STND
1-1130	5 Carver Court	851	Single	3 BR	STND
1-1131	7 Carver Court	851	Single	3 BR	STND
1-1132	9 Carver Court	851	Single	3 BR	STND
1-1133	11 Carver Court	851	Single	3 BR	STND
1-1134	1A Carver Court	400	Sixplex	Efficiency	STND
1-1135	1B Carver Court	400	Sixplex	Efficiency	STND
1-1136	1C Carver Court	400	Sixplex	Efficiency	STND
1-1137	1D Carver Court	400	Sixplex	Efficiency	STND
1-1138	1E Carver Court	400	Sixplex	Efficiency	STND
1-1139	1F Carver Court	400	Sixplex	Efficiency	STND
1-1140	2A Carver St.	400	Quad	Efficiency	STND

1-1141	2B Carver St.	400	Quad	Efficiency	STND
1-1142	2C Carver St.	400	Quad	Efficiency	STND
1-1143	2D Carver St.	400	Quad	Efficiency	STND
1-1146	4A CARVER ST.	796	Duplex	2 BR	STND
1-1147	4B CAVER ST	796	Duplex	2 BR	STND
1-1148	6A CARVER ST.	796	Duplex	2 BR	STND
1-1149	6B CARVER ST	796	Duplex	2 BR	STND
1-1150	8A CARVER ST.	796	Duplex	2 BR	STND
1-1151	8B CARVER ST.	796	Duplex	2 BR	STND
1-1152	13 Carver St.	851	Single	3 BR	STND
1-1153	15 Carver St.	851	Single	3 BR	STND
1-1154	17 Carver St.	851	Single	3 BR	STND
1-1155	19 Carver St.	1051	Single	4 BR	STND
1-1156	21 Carver St.	851	Single	3 BR	STND
1-1157	23 Carver St.	1051	Single	4 BR	STND
1-1158	25 Carver St.	851	Single	3 BR	STND
1-1159	27 Carver St.	851	Single	3 BR	STND
1-1160	29 Carver St.	1051	Single	4 BR	STND
1-1161	31 Carver St.	851	Single	3 BR	STND
1-1162	33 Carver St.	851	Single	3 BR	STND
1-1163	35 Carver St.	1051	Single	4 BR	STND
1-1164	37 Carver St.	851	Single	3 BR	STND
1-1165	39 Carver St.	1051	Single	4 BR	STND
1-1166	41 Carver St.	851	Single	3 BR	STND
1-1167	12 Davis Court	851	Single	3 BR	STND
1-1168	14 Davis Court	851	Single	3 BR	STND
1-1169	16 Davis Court	851	Single	3 BR	STND
1-1170	18 Davis Court	851	Single	3 BR	STND
1-1171	20 Davis Court	851	Single	3 BR	STND
1-1172	13 Davis Drive	851	Single	3 BR	STND
1-1173	15 Davis Drive	1051	Single	4 BR	STND
1-1174	17 Davis Drive	851	Single	3 BR	STND
1-1175	19 Davis Drive	851	Single	3 BR	STND
1-1176	21 Davis Drive	1051	Single	4 BR	STND
1-1177	23 Davis Drive	851	Single	3 BR	STND
1-1178	25 Davis Drive	851	Single	3 BR	STND
1-1179	55 Davis Pl.	915	Single	3 BR	STND
1-1180	57 Davis Pl.	915	Single	3 BR	STND
1-1181	61 Davis Pl.	1301	Single	4 BR	STND
1-1182	63 Davis Pl.	1301	Single	4 BR	STND
1-1183	65 Davis Pl.	915	Single	3 BR	STND
1-1184	67A Davis Pl.	797	Duplex	2 BR	STND
1-1185	67B Davis Pl.	797	Duplex	2 BR	STND
1-1187	75 Davis Pl.	1301	Single	4 BR	STND

1-1188	1 Davis St.	851	Single	3 BR	STND
1-1189	2 Davis St.	851	Single	3 BR	STND
1-1190	3 Davis St.	851	Single	3 BR	STND
1-1191	4 Davis St.	851	Single	3 BR	STND
1-1192	5 Davis St.	851	Single	3 BR	STND
1-1193	6 Davis St.	851	Single	3 BR	STND
1-1194	7 Davis St.	1051	Single	4 BR	STND
1-1195	8 Davis St.	1051	Single	4 BR	STND
1-1196	9 Davis St.	851	Single	3 BR	STND
1-1197	10 Davis St.	851	Single	3 BR	STND
1-1198	11 Davis St	851	Single	3 BR	STND
1-1199	22 Davis St	851	Single	3 BR	STND
1-1200	24 Davis St.	851	Single	3 BR	STND
1-1201	26 Davis St.	851	Single	3 BR	STND
1-1202	27 Davis St.	851	Single	3 BR	STND
1-1203	28 Davis St.	851	Single	3 BR	STND
1-1204	29 Davis St.	851	Single	3 BR	STND
1-1205	30 Davis St.	1051	Single	4 BR	STND
1-1206	32 Davis St.	851	Single	3 BR	STND
1-1207	34 Davis St.	851	Single	3 BR	STND
1-1208	36 Davis St.	851	Single	3 BR	STND
1-1210	40 Davis St.	851	Single	3 BR	STND
1-1211	42 Davis St.	851	Single	3 BR	STND
1-1212	44 Davis St.	915	Single	3 BR	STND
1-1213	46 Davis St.	915	Single	3 BR	STND
1-1214	48 Davis St.	915	Single	3 BR	FADA
1-1215	49 Davis St.	851	Single	3 BR	STND
1-1216	50A Davis St.	797	Duplex	2 BR	STND
1-1217	50B Davis St.	797	Duplex	2 BR	STND
1-1218	51 Davis St.	851	Single	3 BR	STND
1-1219	52A Davis St.	797	Duplex	2 BR	STND
1-1220	52B Davis St.	797	Duplex	2 BR	STND
1-1221	53A Davis St.	797	Duplex	2 BR	FADA
1-1222	53B Davis St.	797	Duplex	2 BR	STND
1-1223	54 Davis St.	915	Single	3 BR	FADA
1-1225	58A Davis St.	797	Duplex	2 BR	STND
1-1226	58B Davis St.	797	Duplex	2 BR	STND
1-1227	60 Davis St.	915	Single	3 BR	STND
1-1228	64A Davis St.	797	Duplex	2 BR	FADA
1-1229	64B Davis St.	797	Duplex	2 BR	STND
1-1232	68A Davis St.	797	Duplex	2 BR	STND
1-1233	68B Davis St.	797	Duplex	2 BR	STND
1-1234	72 Davis St.	915	Single	3 BR	FADA
1-1235	74A Davis St.	797	Duplex	2 BR	STND

1-1236	74B Davis St.	797	Duplex	2 BR	STND
1-1237	76 Davis St.	915	Single	3 BR	STND
1-1238	77 Davis St.	915	Single	3 BR	STND
1-1241	79 Davis St.	915	Single	3 BR	STND
1-1242	80A Davis St.	797	Duplex	2 BR	STND
1-1243	80B Davis St.	797	Duplex	2 BR	STND
1-1244	83 Davis St.	1301	Single	4 BR	STND
1-1245	85 Davis St.	915	Single	3 BR	STND
1-1247	87 Davis St.	1301	Single	4 BR	STND
1-1248	89A Davis St.	797	Duplex	2 BR	FADA
1-1249	89B Davis St.	797	Duplex	2 BR	STND
1-1250	93 Davis St.	915	Single	3 BR	STND
1-1251	95 Davis St.	915	Single	3 BR	STND
1-1252	97A Davis St.	796	Duplex	2 BR	STND
1-1253	97B Davis St.	797	Duplex	2 BR	STND
1-1254	99 Davis St	915	Single	3 BR	STND
1-1255	101 Davis St.	915	Single	3 BR	STND
1-1256	31 Davis Terr.	851	Single	3 BR	STND
1-1257	33 Davis Terr.	851	Single	3 BR	STND
1-1258	35 Davis Terr.	851	Single	3 BR	STND
1-1259	37 Davis Terr.	1051	Single	4 BR	STND
1-1260	39 Davis Terr.	851	Single	3 BR	STND
1-1261	41 Davis Terr.	851	Single	3 BR	STND
1-1262	43 Davis Terr.	1051	Single	4 BR	STND
1-1263	45 Davis Terr.	1051	Single	4 BR	STND
1-1264	47 Davis Terr.	851	Single	3 BR	STND
1-1265	26 Everglades Pl.	1301	Single	4 BR	STND
1-1266	27 Everglades Pl.	915	Single	3 BR	STND
1-1267	28 Everglades Pl.	1031	Single	3 BR	STND
1-1268	29A EVERGLADES PL.	796	Duplex	2 BR	STND
1-1269	29B EVERGLADES PL.	796	Duplex	2 BR	STND
1-1270	30A EVERGLADES PL.	796	Duplex	2 BR	STND
1-1271	30B EVERGLADES PL.	796	Duplex	2 BR	STND
1-1272	32A EVERGLADES PL.	796	Duplex	2 BR	STND
1-1273	32B EVERGLADES PL.	796	Duplex	2 BR	STND
1-1274	33A EVERGLADES PL.	796	Duplex	2 BR	STND
1-1275	33B EVERGLADES PL.	796	Duplex	2 BR	STND
1-1276	34A EVERGLADES PL.	796	Duplex	2 BR	STND
1-1277	34B EVERGLADES PL.	796	Duplex	2 BR	STND
1-1278	35A EVERGLADES PL.	796	Duplex	2 BR	STND
1-1279	35B EVERGLADES PL.	796	Duplex	2 BR	STND
1-1280	36A EVERGLADES PL.	796	Duplex	2 BR	STND
1-1281	36B EVERGLADES PL.	796	Duplex	2 BR	STND
1-1282	38A EVERGLADES PL.	796	Duplex	2 BR	STND

1-1283	38B EVERGLADES PL.	796	Duplex	2 BR	STND
1-1286	45 Everglades Pl.	915	Single	3 BR	STND
1-1287	46 Everglades Pl.	915	Single	3 BR	STND
1-1288	47 Everglades Pl.	915	Single	3 BR	STND
1-1290	4 Everglades St	851	Single	3 BR	STND
1-1291	6 Everglades St.	851	Single	3 BR	STND
1-1292	8 Everglades St.	851	Single	3 BR	STND
1-1293	10 Everglades St.	1051	Single	4 BR	STND
1-1294	12 Everglades St.	851	Single	3 BR	STND
1-1295	14 Everglades St.	851	Single	3 BR	STND
1-1296	16 Everglades St.	851	Single	3 BR	STND
1-1297	18 Everglades St.	1051	Single	4 BR	STND
1-1299	20 Everglades St.	851	Single	3 BR	STND
1-1300	21 Everglades St.	851	Single	3 BR	STND
1-1301	22 Everglades St.	851	Single	3 BR	STND
1-1302	23 Everglades St.	851	Single	3 BR	STND
1-1303	24A Everglades St.	797	Duplex	2 BR	STND
1-1304	24B Everglades St.	797	Duplex	2 BR	STND
1-1305	25A EVERGLADES ST.	796	Duplex	2 BR	STND
1-1306	25B EVERGLADES ST.	796	Duplex	2 BR	STND
1-1315	74 Everglades St.	851	Single	3 BR	STND
1-1316	76 Everglades St.	851	Single	3 BR	STND
1-1317	77 Everglades St.	851	Single	3 BR	STND
1-1318	78 Everglades St.	851	Single	3 BR	STND
1-1319	79 Everglades St.	851	Single	3 BR	STND
1-1320	81 Everglades St.	851	Single	3 BR	STND
1-1322	53 Everglades Terr.	915	Single	3 BR	STND
1-1323	54A Everglades Terr.	797	Duplex	2 BR	STND
1-1324	54B Everglades Terr.	797	Duplex	2 BR	STND
1-1325	55 Everglades Terr.	915	Single	3 BR	STND
1-1326	56 Everglades Terr.	915	Single	3 BR	STND
1-1327	57 Everglades Terr.	915	Single	3 BR	STND
1-1328	59 Everglades Terr.	1301	Single	4 BR	FADA
1-1329	60 Everglades Terr.	915	Single	3 BR	FADA
1-1330	61A Everglades Terr.	796	Duplex	2 BR	STND
1-1331	61B Everglades Terr.	796	Duplex	2 BR	STND
1-1332	62 Everglades Terr.	915	Single	3 BR	STND
1-1335	65 Everglades Terr.	915	Single	3 BR	FADA
1-1336	66 Everglades Terr.	915	Single	3 BR	STND
1-1337	67 Everglades Terr.	915	Single	3 BR	FADA
1-1338	68 Everglades Terr.	1301	Single	4 BR	STND
1-1340	71A Everglades Terr.	797	Duplex	2 BR	STND
1-1341	71B Everglades Terr.	797	Duplex	2 BR	STND
1-1342	72A Everglades Terr.	797	Duplex	2 BR	STND

1-1343	72B Everglades Terr.	797	Duplex	2 BR	STND
1-1344	73 Everglades Terr.	1301	Single	4 BR	STND
1-1346	24 Roosevelt Pl.	915	Single	3 BR	STND
1-1351	1 Roosevelt St.	851	Single	3 BR	STND
1-1352	2 Roosevelt St.	851	Single	3 BR	STND
1-1353	3 Roosevelt St.	1051	Single	4 BR	STND
1-1354	4 Roosevelt St.	1051	Single	4 BR	STND
1-1355	5 Roosevelt St.	851	Single	3 BR	STND
1-1356	6 Roosevelt St.	851	Single	3 BR	STND
1-1357	7 Roosevelt St.	851	Single	3 BR	STND
1-1358	8 Roosevelt St.	851	Single	3 BR	STND
1-1359	9 Rooevelt St.	851	Single	3 BR	STND
1-1360	10 Roosevelt St.	851	Single	3 BR	STND
1-1361	11 Roosevelt St.	851	Single	3 BR	STND
1-1362	12 Roosevelt St.	851	Single	3 BR	STND
1-1363	13 Roosevelt St.	851	Single	3 BR	STND
1-1364	14 Roosevelt St.	851	Single	3 BR	STND
1-1365	15 Roosevelt St.	1051	Single	4 BR	STND
1-1366	16 Roosevelt St.	851	Single	3 BR	STND
1-1367	17 Roosevelt St.	851	Single	3 BR	STND
1-1368	18 Roosevelt St.	851	Single	3 BR	STND
1-1369	19 Roosevelt St.	851	Single	3 BR	STND
1-1370	20 Roosevelt St.	851	Single	3 BR	STND
1-1371	21 Roosevelt St.	851	Single	3 BR	STND
1-1372	22A Roosevelt St.	797	Duplex	2 BR	STND
1-1373	22B Roosevelt St.	797	Duplex	2 BR	FADA
1-1374	23A Roosevelt St.	797	Duplex	2 BR	STND
1-1375	23B Roosevelt St.	797	Duplex	2 BR	STND
1-1376	25A ROOSEVELT ST.	796	Duplex	2 BR	STND
1-1377	25B ROOSEVELT ST.	796	Duplex	2 BR	STND
1-1378	27 Roosevelt St.	915	Single	3 BR	STND
1-1379	29 Roosevelt St.	915	Single	3 BR	STND
1-1380	31A Roosevelt St.	797	Duplex	2 BR	STND
1-1381	31B Roosevelt St.	797	Duplex	2 BR	FADA
1-1382	33A Roosevelt St.	797	Duplex	2 BR	STND
1-1383	33B Roosevelt St.	797	Duplex	2 BR	STND
1-1384	35 Roosevelt St.	915	Single	3 BR	STND
1-1385	37 Roosevelt St.	915	Single	3 BR	STND
1-1386	39A Roosevelt St.	797	Duplex	2 BR	STND
1-1387	39B Rooevelt St.	797	Duplex	2 BR	STND
1-1388	41 Roosevelt St.	1051	Single	4 BR	STND
1-1389	43 Roosevelt St.	851	Single	3 BR	STND
1-1390	44 Roosevelt St.	1301	Single	4 BR	FADA
1-1391	45 Roosevelt St.	851	Single	3 BR	STND

1-1392	47 Roosevelt St.	851	Single	3 BR	STND
1-1393	49 Roosevelt St.	851	Single	3 BR	STND
1-1394	50 Roosevelt St.	1051	Single	4 BR	STND
1-1395	51 Roosevelt St.	851	Single	3 BR	STND
1-1396	52 Roosevelt St.	851	Single	3 BR	STND
1-1397	53 Roosevelt St.	851	Single	3 BR	STND
1-1398	54 Roosevelt St.	851	Single	3 BR	STND
1-1399	55 Roosevelt St.	851	Single	3 BR	STND
1-1400	56 Roosevelt St.	1051	Single	4 BR	STND
1-1401	58 Roosevelt St.	851	Single	3 BR	STND
1-1402	60 Rooevelt St.	851	Single	3 BR	STND
1-1403	62 Roosevelt St.	851	Single	3 BR	STND
1-1404	64 Roosevelt St.	851	Single	3 BR	STND
1-1405	66 Roosevelt St.	851	Single	3 BR	STND
1-1406	68 Roosevelt St.	851	Single	3 BR	STND
1-1407	70 Roosevelt St.	1051	Single	4 BR	STND
1-1408	72 Roosevelt St.	851	Single	3 BR	STND
1-1409	74 Roosevelt St.	851	Single	3 BR	STND
1-1410	16B Bethune Pl.	796	Duplex	2 BR	STND
1-1411	18A Bethune Pl.	796	Duplex	2 BR	STND
1-1412	18B Bethune Pl.	796	Duplex	2 BR	STND
1-1413	50 Bethune Terr.	1031	Single	3 BR	STND
1-1414	52A Bethune Terr.	796	Duplex	2 BR	STND
1-1415	52B Brthune Terr.	796	Duplex	2 BR	STND
1-1416	60A Bethune Terr.	796	Duplex	2 BR	STND
1-1417	60B Bethune Terr.	796	Duplex	2 BR	STND
1-1418	62A Bethune Terr.	796	Duplex	2 BR	STND
1-1419	62B Bethune Terr.	796	Duplex	2 BR	STND
1-1420	59A Davis Pl.	796	Duplex	2 BR	STND
1-1421	59B Davis Pl.	796	Duplex	2 BR	STND
1-1422	73A Davis Pl.	796	Duplex	2 BR	STND
1-1423	73B Davis Pl.	796	Duplex	2 BR	STND
1-1424	37A Everglades Pl.	796	Duplex	2 BR	STND
1-1425	37B Everglades Pl.	796	Duplex	2 BR	STND
1-1426	39A Everglades Pl.	796	Duplex	2 BR	STND
1-1427	39B Everglades Pl.	796	Duplex	2 BR	STND
1-1428	58 Everglades Terr.	1031	Single	3 BR	STND
1-1429	63 Everglades Terr.	1031	Single	3 BR	STND
1-1430	64A Everglades Terr.	796	Duplex	2 BR	STND
1-1431	64B Everglades Terr.	796	Duplex	2 BR	STND
1-1432	69 Everglades Terr.	1031	Single	3 BR	ADA
1-1433	26A Roosevelt Pl.	796	Duplex	2 BR	STND
1-1434	26B Roosevelt Pl.	796	Duplex	2 BR	STND
1-1435	28A Roosevelt Pl.	796	Duplex	2 BR	STND

1-1436	28B Roosevelt Pl.	796	Duplex	2 BR	STND
1-1437	30A Roosevelt Pl.	796	Duplex	2 BR	STND
1-1438	30B Roosevelt Pl.	796	Duplex	2 BR	STND
1-1439	32A Roosevelt Pl.	796	Duplex	2 BR	STND
1-1440	32B Roosevelt Pl.	796	Duplex	2 BR	STND
1-1441	34A Roosevelt Pl.	796	Duplex	2 BR	STND
1-1442	34B Roosevelt Pl.	796	Duplex	2 BR	STND
1-1443	42 Roosevelt St.	1031	Single	3 BR	ADA
1-1444	46A Roosevelt St.	796	Duplex	2 BR	STND
1-1445	46B Roosevelt St.	73	Duplex	2 BR	STND
1-1446	16A Bethune Pl.	796	Duplex	2 BR	STND
1-1447	56 Davis St.	915	Single	3 BR	STND
1-1448	4B Bethune St.	400	Quad	Efficiency	STND

Acct #	Unit Address	SQFT	Building Type	Unit Size	Standard/ADA/ Future ADA
OSCEOLA					
2-2001	1372 NW 12TH DR.	724	Quad	1 BR	STND
2-2002	1374 NW 12TH DR.	724	Quad	1 BR	STND
2-2003	1376 NW 12TH DR.	724	Quad	1 BR	STND
2-2004	1378 NW 12TH DR.	724	Quad	1 BR	STND
2-2008	1408 NW 12TH DR.	400	Sixplex	Efficiency	STND
2-2009	1410 NW 12TH DR.	400	Sixplex	Efficiency	FADA
2-2010	1412 NW 12TH DR.	400	Sixplex	Efficiency	STND
2-2011	1414 NW 12TH DR.	400	Sixplex	Efficiency	STND
2-2012	1416 NW 12TH DR.	400	Sixplex	Efficiency	STND
2-2013	1418 NW 12TH DR.	400	Sixplex	Efficiency	STND
2-2014	1442 NW 12TH DR.	400	Quad	Efficiency	STND
2-2015	1444 NW 12TH DR.	400	Quad	Efficiency	FADA
2-2016	1446 NW 12TH DR.	400	Quad	Efficiency	STND
2-2017	1448 NW 12TH DR.	400	Quad	Efficiency	STND
2-2018	1470 NW 12TH DR.	400	Sixplex	Efficiency	STND
2-2019	1472 NW 12TH DR.	400	Sixplex	Efficiency	STND
2-2020	1474 NW 12TH DR.	400	Sixplex	Efficiency	STND
2-2021	1476 NW 12TH DR.	400	Sixplex	Efficiency	STND
2-2022	1478 NW 12TH DR.	400	Sixplex	Efficiency	STND
2-2023	1480 NW 12TH DR.	400	Sixplex	Efficiency	STND
2-2028	1530 NW 12TH DR.	400	Duplex	1 BR	STND
2-2029	1532 NW 12TH DR.	400	Duplex	1 BR	FADA
2-2030	1538 NW 12TH DR.	400	Duplex	1 BR	STND
2-2031	1540 NW 12TH DR.	400	Duplex	1 BR	STND
2-2032	1546 NW 12TH DR.	400	Duplex	1 BR	STND
2-2033	1548 NW 12TH DR.	400	Duplex	1 BR	STND
2-2034	1554 NW 12TH DR.	400	Duplex	1 BR	STND
2-2035	1556 NW 12TH DR.	400	Duplex	1 BR	STND
2-2036	1562 NW 12TH DR.	400	Duplex	1 BR	STND
2-2037	1564 NW 12TH DR.	400	Duplex	1 BR	STND
2-2038	1570 NW 12TH DR.	400	Duplex	1 BR	STND
2-2039	1572 NW 12TH DR.	400	Duplex	1 BR	STND
2-2040	1250 NW AVE P	400	Duplex	1 BR	STND

2-2041	1252 NW AVE P	400	Duplex	1 BR	STND
2-2042	1260 NW AVE P	400	Duplex	1 BR	STND
2-2043	1262 NW AVE P	400	Duplex	1 BR	STND
2-2044	1270 NW AVE P	400	Duplex	1 BR	STND
2-2045	1272 NW AVE P	400	Duplex	1 BR	STND
2-2046	1273 NW AVE P	400	Duplex	1 BR	STND
2-2047	1271 NW AVE P	400	Duplex	1 BR	STND
2-2048	1263 NW AVE P	400	Duplex	1 BR	STND
2-2049	1261 NW AVE P	400	Duplex	1 BR	STND
2-2050	1253 NW AVE P	400	Duplex	1 BR	STND
2-2051	1251 NW AVE P	400	Duplex	1 BR	STND
2-2052	1612 NW 12TH DR	400	Duplex	1 BR	STND
2-2053	1614 NW 12TH DR.	400	Duplex	1 BR	STND
2-2054	1618 NW 12TH DR.	400	Duplex	1 BR	STND
2-2055	1620 NW 12TH DR.	400	Duplex	1 BR	STND
2-2056	1624 NW 12TH DR.	400	Duplex	1 BR	STND
2-2057	1626 NW 12TH DR.	400	Duplex	1 BR	STND
2-2058	1630 NW 12TH DR.	400	Duplex	1 BR	FADA
2-2059	1632 NW 12TH DR.	400	Duplex	1 BR	STND
2-2060	1573 NW 12TH DR.	400	Duplex	1 BR	STND
2-2061	1571 NW 12TH DR.	400	Duplex	1 BR	STND
2-2062	1493 NW 12TH DR.	400	Duplex	1 BR	STND
2-2063	1491 NW 12TH DR.	400	Duplex	1 BR	STND
2-2064	1453 NW 12TH DR.	400	Duplex	1 BR	STND
2-2065	1451 NW 12TH DR.	400	Duplex	1 BR	STND
2-2066	1413 NW 12TH DR.	400	Duplex	1 BR	STND
2-2067	1411 NW 12TH DR.	400	Duplex	1 BR	STND
2-2068	1373 NW 12TH DR.	400	Duplex	1 BR	STND
2-2069	1371 NW 12TH DR.	400	Duplex	1 BR	STND
2-2070	1333 NW 12TH DR.	400	Duplex	1 BR	STND
2-2071	1331 NW 12TH DR.	400	Duplex	1 BR	STND
2-2072	1293 NW 12TH DR.	400	Duplex	1 BR	STND
2-2073	1291 NW 12TH DR.	400	Duplex	1 BR	STND
2-2074	1250 NW 12TH ST.	400	Duplex	1 BR	STND
2-2075	1252 NW 12TH ST.	400	Duplex	1 BR	STND
2-2076	1284 NW 12TH ST.	400	Duplex	1 BR	STND
2-2077	1286 NW 12TH ST.	400	Duplex	1 BR	STND
2-2078	1320 NW 12TH ST.	400	Duplex	1 BR	STND
2-2079	1322 NW 12TH ST.	400	Duplex	1 BR	STND
2-2080	1354 NW 12TH ST.	400	Duplex	1 BR	STND
2-2081	1356 NW 12TH ST.	400	Duplex	1 BR	STND
2-2082	1390 NW 12TH ST.	400	Duplex	1 BR	STND
2-2083	1392 NW 12TH ST.	400	Duplex	1 BR	STND
2-2084	1424 NW 12TH ST.	400	Duplex	1 BR	STND

2-2085	1426 NW 12TH ST.	400	Duplex	1 BR	STND
2-2086	1460 NW 12TH ST.	400	Duplex	1 BR	FADA
2-2087	1462 NW 12TH ST.	400	Duplex	1 BR	STND
2-2088	1494 NW 12TH ST.	400	Duplex	1 BR	FADA
2-2089	1496 NW 12TH ST.	400	Duplex	1 BR	STND
2-2090	1530 NW 12TH ST.	400	Duplex	1 BR	STND
2-2091	1532 NW 12TH ST.	400	Duplex	1 BR	STND
2-2092	1584 NW 12TH ST.	400	Duplex	1 BR	STND
2-2093	1586 NW 12TH ST.	400	Duplex	1 BR	STND
2-2094	1220 NW AVE P	400	Duplex	1 BR	STND
2-2095	1222 NW AVE P	400	Duplex	1 BR	STND
2-2096	1230 NW AVE P	400	Duplex	1 BR	STND
2-2097	1232 NW AVE P	400	Duplex	1 BR	STND
2-2098	1130 NW AVE P	796	Duplex	2 BR	STND
2-2099	1132 NW AVE P	796	Duplex	2 BR	STND
2-2100	1171 NW AVE P	797	Duplex	2 BR	STND
2-2101	1173 NW AVE P	797	Duplex	2 BR	STND
2-2102	1191 NW AVE P	915	Single	3 BR	STND
2-2103	1601 NW 12TH ST	797	Duplex	2 BR	STND
2-2104	1603 NW 12TH ST	797	Duplex	2 BR	STND
2-2105	1607 NW 12TH ST	797	Duplex	2 BR	STND
2-2106	1609 NW 12TH ST	797	Duplex	2 BR	STND
2-2107	1613 NW 12TH ST.	915	Single	3 BR	STND
2-2108	1619 NW 12TH ST.	915	Single	3 BR	STND
2-2109	1625 NW 12TH ST.	797	Duplex	2 BR	STND
2-2110	1627 NW 12TH ST.	797	Duplex	2 BR	STND
2-2111	1631 NW 12TH ST.	797	Duplex	2 BR	STND
2-2112	1633 NW 12TH ST.	797	Duplex	2 BR	STND
2-2113	1637 NW 12TH ST.	915	Single	3 BR	STND
2-2114	1150 NW P TERR.	915	Single	3 BR	STND
2-2115	1642 NW 11TH ST.	915	Single	3 BR	STND
2-2116	1638 NW 11TH ST.	797	Duplex	2 BR	STND
2-2117	1636 NW 11TH ST.	797	Duplex	2 BR	STND
2-2118	1632 NW 11TH ST.	797	Duplex	2 BR	STND
2-2119	1630 NW 11TH ST.	797	Duplex	2 BR	STND
2-2120	1624 NW 11TH ST.	915	Single	3 BR	STND
2-2121	1618 NW 11TH ST.	915	Single	3 BR	STND
2-2122	1612 NW 11TH ST.	915	Single	3 BR	STND
2-2123	1608 NW 11TH ST.	797	Duplex	2 BR	STND
2-2124	1606 NW 11TH ST.	797	Duplex	2 BR	STND
2-2125	1151 NW AVE P	750	Duplex	2 BR	STND
2-2126	1153 NW AVE P	750	Duplex	2 BR	STND
2-2127	1602 NW 11TH ST.	797	Duplex	2 BR	STND
2-2128	1600 NW 11TH ST.	797	Duplex	2 BR	STND

2-2129	1601 NW 11TH ST.	915	Single	3 BR	STND
2-2130	1605 NW 11TH ST.	797	Duplex	2 BR	STND
2-2131	1607 NW 11TH ST.	797	Duplex	2 BR	STND
2-2132	1611 NW 11TH ST.	797	Duplex	2 BR	STND
2-2133	1613 NW 11TH ST.	797	Duplex	2 BR	STND
2-2134	1617 NW 11TH ST.	797	Duplex	2 BR	STND
2-2135	1619 NW 11TH ST.	797	Duplex	2 BR	STND
2-2136	1623 NW 11TH ST.	797	Duplex	2 BR	FADA
2-2137	1625 NW 11TH ST.	797	Duplex	2 BR	FADA
2-2138	1629 NW 11TH ST.	915	Single	3 BR	STND
2-2139	1631 NW 11TH ST.	915	Single	3 BR	STND
2-2141	1641 NW 11TH ST.	1025	Single	3 BR	ADA
2-2142	1647 NW 11TH ST.	797	Duplex	2 BR	STND
2-2143	1649 NW 11TH ST.	797	Duplex	2 BR	STND
2-2144	1651 NW 11TH ST.	797	Duplex	2 BR	STND
2-2145	1653 NW 11TH ST.	797	Duplex	2 BR	STND
2-2146	1655 NW 11TH ST.	796	Duplex	2 BR	STND
2-2147	1657 NW 11TH ST.	796	Duplex	2 BR	STND
2-2148	1659 NW 11TH ST.	796	Duplex	2 BR	STND
2-2149	1661 NW 11TH ST.	796	Duplex	2 BR	STND
2-2150	1663 NW 11TH ST.	796	Duplex	2 BR	STND
2-2151	1665 NW 11TH ST.	796	Duplex	2 BR	STND
2-2152	1667 NW 11TH ST	750	Duplex	2 BR	ADA
2-2153	1669 NW 11TH ST.	750	Duplex	2 BR	ADA
2-2154	1671 NW 11TH ST	1031	Single	3 BR	ADA
2-2155	1673 NW 11TH ST.	796	Duplex	2 BR	STND
2-2156	1675 NW 11TH ST.	796	Duplex	2 BR	STND
2-2157	1151 NW P PL.	796	Duplex	2 BR	STND
2-2158	1153 NW P PL.	796	Duplex	2 BR	STND
2-2159	1161 NW P PL.	796	Duplex	2 BR	STND
2-2160	1163 NW P PL.	796	Duplex	2 BR	STND
2-2161	1171 NW P PL.	796	Duplex	2 BR	STND
2-2162	1173 NW P PL.	796	Duplex	2 BR	ADA
2-2163	1181 NW P PL.	796	Duplex	2 BR	STND
2-2164	1183 NW P PL.	796	Duplex	2 BR	STND
2-2165	1191 NW P PL.	796	Duplex	2 BR	STND
2-2166	1193 NW P PL.	796	Duplex	2 BR	STND
2-2167	1674 NW 12TH ST.	796	Duplex	2 BR	STND
2-2168	1672 NW 12TH ST.	796	Duplex	2 BR	STND
2-2171	1664 NW 12TH ST.	796	Duplex	2 BR	STND
2-2172	1662 NW 12TH ST.	796	Duplex	2 BR	STND
2-2173	1660 NW 12TH ST.	796	Duplex	2 BR	STND
2-2174	1658 NW 12TH ST.	796	Duplex	2 BR	STND
2-2175	1656 NW 12TH ST.	796	Duplex	2 BR	STND

2-2176	1654 NW 12TH ST.	796	Duplex	2 BR	STND
2-2177	1651 NW 12TH ST.	796	Duplex	2 BR	STND
2-2178	1653 NW 12TH ST.	796	Duplex	2 BR	STND
2-2179	1657 NW 12TH ST.	796	Duplex	2 BR	STND
2-2180	1659 NW 12TH ST.	796	Duplex	2 BR	STND
2-2181	1663 NW 12TH ST.	796	Duplex	2 BR	STND
2-2182	1665 NW 12TH ST.	796	Duplex	2 BR	STND
2-2183	1669 NW 12TH ST.	796	Duplex	2 BR	STND
2-2184	1671 NW 12TH ST.	796	Duplex	2 BR	STND
2-2185	1172 NW P PL.	796	Duplex	2 BR	STND
2-2186	1170 NW P PL.	796	Duplex	2 BR	STND
2-2187	1132 NW P PL.	796	Duplex	2 BR	STND
2-2188	1130 NW P PL.	796	Duplex	2 BR	STND
2-2189	1668 NW 11TH ST.	797	Duplex	2 BR	STND
2-2190	1666 NW 11TH ST.	797	Duplex	2 BR	STND
2-2191	1664 NW 11TH ST.	797	Duplex	2 BR	STND
2-2192	1662 NW 11TH ST.	797	Duplex	2 BR	STND
2-2193	1660 NW 11TH ST.	797	Duplex	2 BR	STND
2-2194	1658 NW 11TH ST.	797	Duplex	2 BR	STND
2-2195	1656 NW 11TH ST.	797	Duplex	2 BR	STND
2-2196	1654 NW 11TH ST.	797	Duplex	2 BR	STND
2-2197	1652 NW 11TH ST.	797	Duplex	2 BR	STND
2-2198	1650 NW 11TH ST.	797	Duplex	2 BR	STND
2-2199	1131 NW P TERR.	796	Duplex	2 BR	STND
2-2200	1133 NW P TERR.	796	Duplex	2 BR	STND
2-2201	1171 NW P TERR.	796	Duplex	2 BR	STND
2-2202	1173 NW P TERR.	796	Duplex	2 BR	STND
2-2203	1201 NW P TERR.	1031	Single	3 BR	ADA
2-2204	1211 NW P TERR.	796	Duplex	2 BR	ADA
2-2205	1213 NW P TERR.	796	Duplex	2 BR	ADA
2-2206	1221 NW P TERR	796	Duplex	2 BR	STND
2-2207	1223 NW P TERR	796	Duplex	2 BR	STND
2-2208	1231 NW P TERR	1031	Single	2 BR	STND
2-2209	1241 NW P TERR	750	Duplex	2 BR	STND
2-2210	1243 NW P TERR	750	Duplex	2 BR	STND
2-2211	1651 NW 12TH DR.	796	Duplex	2 BR	STND
2-2212	1653 NW 12TH DR.	796	Duplex	2 BR	STND
2-2213	1657 NW 12T DR.	796	Duplex	2 BR	STND
2-2214	1659 NW 12TH DR.	796	Duplex	2 BR	STND
2-2215	1656 NW 12TH DR.	796	Duplex	2 BR	STND
2-2216	1654 NW 12TH DR.	796	Duplex	2 BR	STND
2-2217	1261 NW P TERR.	797	Duplex	2 BR	STND
2-2218	1263 NW P TERR.	797	Duplex	2 BR	STND
2-2219	1650 NW 12TH DR.	797	Duplex	2 BR	STND

2-2220	1648 NW 12TH DR.	797	Duplex	2 BR	STND
2-2221	1644 NW 12TH DR.	797	Duplex	2 BR	STND
2-2223	1642 NW 12TH DR.	797	Duplex	2 BR	STND
2-2224	1638 NW 12TH DR.	797	Duplex	2 BR	STND
2-2225	1636 NW 12TH DR.	797	Duplex	2 BR	STND
2-2226	1242 NW P TERR	796	Duplex	2 BR	STND
2-2227	1240 NW P TERR	796	Duplex	2 BR	STND
2-2228	1232 NW P TERR.	796	Duplex	2 BR	STND
2-2229	1230 NW P TERR	796	Duplex	2 BR	STND
2-2230	1222 NW P TERR	796	Duplex	2 BR	STND
2-2231	1230 NW P TERR	796	Duplex	2 BR	STND
2-2232	1212 NW P TERR	796	Duplex	2 BR	STND
2-2233	1220 NW P TERR	796	Duplex	2 BR	STND
2-2234	1202 NW P TERR	796	Duplex	2 BR	STND
2-2235	1200 NW P TERR	796	Duplex	2 BR	STND
2-2236	1249 NW AVE P	851	Single	3 BR	STND
2-2237	1225 NW AVE P	851	Single	3 BR	STND
2-2238	1203 NW AVE P	796	Duplex	2 BR	STND
2-2239	1201 NW AVE P	796	Duplex	2 BR	STND
2-2240	1170 NW AVE P	851	Single	3 BR	STND
2-2241	1561 NW 12TH ST.	851	Single	3 BR	STND
2-2242	1531 NW 12TH ST.	851	Single	3 BR	STND
2-2243	1501 NW 12TH ST.	851	Single	3 BR	STND
2-2244	1471 NW 12TH ST.	851	Single	3 BR	STND
2-2245	1441 NW 12TH ST.	851	Single	3 BR	STND
2-2246	1411 NW 12TH ST.	851	Single	3 BR	STND
2-2247	1381 NW 12TH ST.	851	Single	3 BR	STND
2-2248	1351 NW 12TH ST.	851	Single	3 BR	STND
2-2249	1321 NW 12TH ST.	851	Single	3 BR	STND.
2-2250	1291 NW 12TH ST.	851	Single	3 BR	STND
2-2251	1261 NW 12TH ST.	851	Single	3 BR	STND
2-2252	1175 NW AVE L TERR	851	Single	3 BR	STND
2-2253	1250 NW 11TH ST.	851	Single	3 BR	STND
2-2254	1290 NW 11TH ST.	851	Single	3 BR	STND
2-2255	1301 NW 11TH ST.	851	Single	3 BR	STND
2-2256	1281 NW 11TH ST.	851	Single	3 BR	STND
2-2257	1251NW 11TH ST.	851	Single	3 BR	STND
2-2258	1604 NW 12TH ST.	915	Single	3 BR	STND
2-2259	1612 NW 12TH ST.	797	Duplex	2 BR	STND
2-2260	1614 NW 12TH ST.	797	Duplex	2 BR	STND
2-2261	1620 NW 12TH ST.	915	Single	3 BR	STND
2-2262	1628 NW 12TH ST.	915	Single	3 BR	STND
2-2263	1636 NW 12TH ST.	797	Duplex	2 BR	STND
2-2264	1638 NW 12TH ST.	797	Duplex	2 BR	STND

2-2265	1644 NW 12TH ST.	797	Duplex	2 BR	STND
2-2266	1646 NW 12TH ST.	797	Duplex	2 BR	STND
2-2268	1609 NW 12TH DR.	796	Duplex	2 BR	STND
2-2269	1611 NW 12TH DR.	796	Duplex	2 BR	STND
2-2270	1613 NW 12TH DR.	796	Duplex	2 BR	STND
2-2271	1615 NW 12TH DR.	796	Duplex	2 BR	STND
2-2272	1619 NW 12TH DR.	796	Duplex	2 BR	STND
2-2273	1621 NW 12TH DR.	796	Duplex	2 BR	STND
2-2274	1625 NW 12TH DR.	796	Duplex	2 BR	STND
2-2275	1627 NW 12TH DR.	796	Duplex	2 BR	STND
2-2276	1631 NW 12TH DR.	1031	Single	3 BR	ADA
2-2277	1553 NW 11TH ST.	796	Duplex	2 BR	ADA
2-2278	1551 NW 11TH ST.	796	Duplex	2 BR	ADA
2-2279	1523 NW 11TH ST.	796	Duplex	2 BR	STND
2-2280	1521 NW 11TH ST.	796	Duplex	2 BR	STND
2-2281	1493 NW 11TH ST.	796	Duplex	2 BR	STND
2-2282	1491 NW 11TH ST.	796	Duplex	2 BR	STND
2-2283	1463 NW 11TH ST.	796	Duplex	2 BR	STND
2-2284	1461 NW 11TH ST.	796	Duplex	2 BR	STND
2-2285	1433 NW 11TH ST	796	Duplex	2 BR	STND
2-2286	1431 NW 11TH ST.	796	Duplex	2 BR	STND
2-2287	1403 NW 11TH ST.	796	Duplex	2 BR	STND
2-2288	1401 NW 11TH ST.	796	Duplex	2 BR	STND
2-2289	1373 NW 11TH ST.	796	Duplex	2 BR	STND
2-2290	1371 NW 11TH ST.	796	Duplex	2 BR	STND
2-2291	1343 NW 11TH ST.	796	Duplex	2 BR	STND
2-2292	1341 NW 11TH ST.	796	Duplex	2 BR	STND
2-2314	1330 NW 11TH ST.	796	Duplex	2 BR	STND
2-2315	1332 NW 11TH ST.	796	Duplex	2 BR	STND
2-2316	1370 NW 11TH ST.	796	Duplex	2 BR	STND
2-2317	1372 NW 11TH ST.	796	Duplex	2 BR	STND
2-2318	1410 NW 11TH ST.	796	Duplex	2 BR	STND
2-2319	1412 NW 11TH ST.	796	Duplex	2 BR	STND
2-2320	1450 NW 11TH ST.	796	Duplex	2 BR	STND
2-2321	1452 NW 11TH ST.	796	Duplex	2 BR	STND
2-2322	1490 NW 11TH ST.	796	Duplex	2 BR	STND
2-2323	1492 NW 11TH ST.	796	Duplex	2 BR	STND
2-2324	1530 NW 11TH ST.	796	Duplex	2 BR	STND
2-2325	1532 NW 11TH ST.	796	Duplex	2 BR	STND
2-2326	1570 NW 11TH ST.	796	Duplex	2 BR	STND
2-2327	1572 NW 11TH ST.	796	Duplex	2 BR	STND
2-2328	1658 NW 12TH DR.	750	Duplex	2 BR	STND
2-2329	1660 NW 12TH DR.	750	Duplex	2 BR	STND
2-2330	1531 NW 12TH DR.	750	Duplex	2 BR	STND

2-2331	1533 NW 12TH DR.	750	Duplex	2 BR	STND
2-2332	1240 NW P CT.	750	Duplex	2 BR	STND
2-2333	1242 NW P CT.	750	Duplex	2 BR	STND
2-2334	1651 NW 12TH CIR.	1025	Single	3 BR	STND
2-2335	1653 NW 12TH CIR.	750	Duplex	2 BR	STND
2-2336	1655 NW 12TH CIR.	750	Duplex	2 BR	STND
2-2337	1657 NW 12TH CIR	1213	Single	4 BR	FADA
2-2338	1659 NW 12TH CIR.	750	Duplex	2 BR	STND
2-2339	1661 NW 12TH CIR.	750	Duplex	2 BR	STND
2-2340	1665 NW 12TH CIR.	750	Duplex	2 BR	STND
2-2341	1667 NW 12TH CIR.	750	Duplex	2 BR	STND
2-2343	1669 NW 12TH CIR.	750	Duplex	2 BR	STND
2-2344	1671 NW 12TH CIR.	750	Duplex	2 BR	STND

EXHIBIT H
ASBESTOS REQUIREMENTS

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DHED:	Palm Beach County Department of Housing and Economic Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (Projects that will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:

    1. Assume the material is greater than 1% and treat it as RACM, or
    2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM).
- Drywall and the associated Joint compound shall be analyzed as separate layers.
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
    1. Assume the material is greater than 1% and treat it as RACM, or
    2. Require verification by point counting

- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents).
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content.

If the Borrower has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the Palm Beach County Asbestos Coordinator (PBCAC) to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a comprehensive survey may be initiated by the Borrower or requested by DHED. If the survey is through DHED, a copy of the completed survey will be forwarded to the Borrower.

III. ASBESTOS ABATEMENT

A. RENOVATION

(a) Prior to any renovation activity, all identified asbestos containing materials that are scheduled to be disturbed during the renovation activities, must be removed by a Florida Licensed Asbestos Contractor under the direction of a Florida Licensed Asbestos Consultant (FLAC). Exceptions may be granted by DHED prior to the removal. The Borrower must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.

(b) Asbestos abatement work may be contracted by the Borrower or by DHED upon request.

(c) If the Borrower contracts the asbestos abatement, the following documents are required to be provided to the DHED.

1. An Asbestos Abatement Specification (Work Plan)
2. Post Job submittals, reviewed and signed by the FLAC

(d) If the Borrower requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Borrower.

(e) Materials containing less than <1% asbestos are not regulated by

EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Dept. of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DHED prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor as per specification plan and under the direction of an FLAC prior to any demolition activities. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure by implementing the proper engineering controls. The demolition contractor shall be familiarized with the work plan and made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DHED prior to the disturbance and/or removal of regulated asbestos materials. Demolition work should be monitored by a FLAC to ensure proper engineer control measures and waste disposal practices are in place. This is the responsibility of the Borrower.

(a) Asbestos Abatement work may be contracted by the Borrower or by DHED upon request.

(b) If the Borrower contracts the asbestos abatement, the following documents must be provided to the DHED and reviewed by the PBCAC.

1. An Asbestos Abatement Specification Plan (Work Plan).
2. Post Job submittals, reviewed and signed by the FLAC.

(c) If the Borrower requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Borrower.

(d) Recycling, salvage or compacting of any asbestos containing materials or the substrate are strictly prohibited.

(e) In all cases, compliance with OSHA Regulation "Requirements for demolition operations involving material containing less than <1% asbestos" is mandatory.

(f) If any suspect materials are discovered that were not previously sampled and/or identified in the survey report, stop all the renovation/demolition activity that will have the potential to disturb the suspect materials and immediately notify DHED.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP notification form must be prepared by the Borrower or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to any asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Borrower or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Borrower shall provide a copy of the asbestos survey report to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP notification form must be prepared by the Borrower or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to any projects scheduled to be demolished by the Borrower.

C. NESHAP FORM

The NESHAP notification form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Borrower post job documentation submitted to DHED. The Borrower shall pay all the fees.

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Borrower, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

(a) Environmental Protection Agency (EPA), NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991

(b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

(c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992

(d) Demolition practices under the Asbestos NESHAP, EPA Region IV

(e) Asbestos NESHAP Adequately Wet Guidance

(f) Florida State Licensing and Asbestos Laws
   1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
   2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors

(g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.

(h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA,
June 1995, or current version.

(i) US Department of Labor, OSHA Standard Interpretation
   1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
   2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
   3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

EXHIBIT I

REHABILITATION STANDARDS

1 Health & Safety

Contaminants [GREEN STANDARD]	
Repair Standard	Minimum Life Five (5) Years
NA	
Replacement Standard	
All materials installed will meet the following standards to minimize the presence of Volatile Organic Compounds (VOC) and Formaldehyde: All paints and primers must meet the most recent Green Seal GS-11 Environmental Standard. https://greenseal.org/standards/gs-11-paints-coatings-stains-and-sealers/ Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. http://www.aqmd.gov/home/regulations/rules/scaqmd-rule-book • All caulks and sealants, including floor finishes, must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District. https://www.baaqmd.gov/en/rules-and-compliance/rules/reg-8-rule-51-adhesive-and-sealant-products • All particleboard components will meet ANSI A208.1 for formaldehyde emission limits, or all exposed particleboard edges will be sealed with a low-VOC sealant or have a factory-applied, low-VOC sealant prior to installation. All MDF edges will meet ANSI A208.2 for formaldehyde emission limits, or all exposed MDF edges will be sealed with a low-VOC sealant or have a factory-applied, low-VOC sealant prior to installation.	

Fire Safety - Egress	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	Minimum Life NA
Egress windows are required in all sleeping and living areas unless other secondary means of escape requirements are met. The minimum dimensions for egress window clear openings are 20"inches wide by 24"inches tall, with a clear opening of 5.7 square feet and sill height shall be not more than 44" inches from the floor. No bedrooms should be created in attics or basements unless Life Safety Code egress requirements are met.	

Smoke and Carbon Monoxide Detector Alarms [GREEN STANDARD]	
Replacement Standard	Minimum Life – Standard - Five (5) years, Tamper Proof - Ten (10) years
Location – In each Sleeping Room, Outside each Sleeping Room (in the vicinity of the bedrooms) On each additional story including basements and habitable Attics, at the top and bottom of stairs, in the living room/dining room/den	
Installation – The preferred method of installation is a new 115 volt ARC Fault protected circuit for all smoke detectors. Acceptable – A level 1 alteration as defined in the Florida Building Code/Florida Statue 553.883 or if smoke detectors cannot be wired due to lack of attic access and/or ceiling limitations.	
Types – Bedrooms - combination ionization-photoelectric smoke detector(s), also known as dual sensor smoke detector. Hallways/Outside Bedrooms - combination ionization-photoelectric smoke detector(s) and combination smoke and carbon monoxide detector(s). Garages and outside Garages - combination ionization-photoelectric smoke detector(s) and combination smoke and carbon monoxide detector(s).	
Brands – All smoke detectors and combination smoke detectors shall be UL listed and Approved with battery backup. Where battery backups are not wired, smoke detectors and combination smoke detectors shall be UL listed and Approved 10 year tamper proof.	

2 - Site

Grading [GREEN STANDARD]	
Repair Standard	Minimum Life Five (5) yrs.
Preferred - All ground immediately adjacent to the foundation/building shall be sloped away from the building at a slope of not less than 1 in 20 units (5% Slope) for a minimum of 10 feet of horizontal distance (i.e. 1" for 10 feet is 6"). Acceptable – If Physical obstructions or lot lines or other boundaries prohibit 10 feet of horizontal distance the 5% slope shall be provided by an approved alternative method approved by the Building Department of Jurisdiction. All bare earth will be covered with new sod and or mulch. Sod shall not be planted until sufficient irrigation or watering plan is in place. Note: If swales are used for the above purpose they shall be sloped a minimum of 2% when located within 10 feet of the building foundation. Note: Impervious surfaces within 10 feet of the building foundation shall be sloped a minimum of 2% away from the building.	
Replacement Standard	
NA	

Outbuildings	
Repair Standard	Minimum Life Five (5) yrs.
Unsafe and blighted structures including outbuildings will be demolished and removed if it is not financially feasible to complete the repairs required to make them structurally sound, leak-free, with lead hazards stabilized. Detached garages should have operable and lockable doors and windows.	
Replacement Standard	
No outbuilding replacement is permitted in this program.	

Paving And Walks [GREEN STANDARD]	
Repair Standard	Minimum Life Five (5) yrs.
Essential paving, such as front sidewalks and driveways with minor defects, will be repaired to match. Tripping hazards greater than ¾" must be addressed. Non-essential, highly deteriorated paving, such as sidewalks that are unnecessary, will be removed and appropriately landscaped.	
Replacement Standard	
Un-repairable essential walks and driveways will be replaced with permeable paving when financially feasible or concrete or approved equivalent that meets the requirements of the Building Department and Code of Jurisdiction. Note: HOA requirements and approval must be meet where HOAs exist. Note: Wood-framed, poured in place concrete, or approved equivalent handicapped-accessible ramps are an eligible expense.	

Fencing	
Repair Standard	Minimum Life Three (3) yrs.
Fencing on property lines is preferred. If repairs are needed, replacing sections in kind is permissible if the budget permits. When an existing pool is on the property it is mandatory.	
Replacement Standard	
Wholesale replacement of deteriorated fencing is discouraged and should only be undertaken if the budget permits. If the fence is replaced, it shall be in accordance with the building code of jurisdiction	

Pool Standards	
Repair Standard	Minimum Life Ten (10) yrs.
In-ground pools shall be free of defects. Pool surfaces shall be patched or in cases of severe deterioration, they may be refinished.	
Replacement Standard	

Pool replacement is not an allowable activity. Pools deemed not feasible to repair shall have all Electrical, plumbing components and equipment terminated and abandoned. The pool shall be demolished in accordance with the building code of jurisdiction. Soil shall be placed and compacted in two feet lifts to attain the average finish grade, and then grass sod shall be laid to match existing grass.
Pool Barrier
When there is no existing pool monitoring/alarm system inside of the home per Florida Statues 515.29 and/or Building Code of Jurisdiction, a "Swimming Pool Barrier" shall be installed around the perimeter of the pool. This may be a Mesh Safety Barrier, a fence, or other allowable structure surrounding the perimeter of the pool in accordance with the Florida Statues and Building Code of Jurisdiction and shall be in addition to any property fencing.

Trees and Shrubbery [GREEN STANDARD]	
Repair Standard	Minimum Life Five (5) yrs
Trees that are dead, dying, or hazardous will be removed. Removal will include cutting close to the ground, grinding of the stump to 12 inches below the finished grade, installation of topsoil and re-seeding.	
Replacement Standard	
Replacement trees and shrubs are permitted if economically feasible and must be selected from the State Extension Service list of local, drought-resistant and non-invasive plant materials. In placement of trees, attention should be paid to shading the house to reduce air conditioning costs. Also, trees should be located a sufficient distance from foundations, sidewalls, walkways, driveways, patios and sidewalks in order to avoid future damage from root growth and branches brushing against the structure. Setbacks from structures should typically exceed half of the canopy diameter of a full-grown example of the species. Shrubs, hedges, and trees shall carry a one year guarantee from date of planting and shall not be planted until sufficient irrigation is in place.	

Lawn [GREEN STANDARD]	
Repair Standard	Minimum Life One (1) yrs.
Bare sections of lawn will be sodded.	
Replacement Standard	
Wholesale replacement of lawn grasses of a drought resistant sod is allowed. There shall be an irrigation system supplying water to grass, hedges and trees, as designed by a Landscape Design Professional or a certified irrigation professional.	

Irrigation Standard	
Repair Standard	Minimum Life Three (3) yrs.

All existing equipment and components shall be repaired with similar types and brands of irrigation components to ensure proper area of surface to be irrigated and shall be in working order before any new installation of sod and or shrubbery. All water connections are to be connected per Building Code of Jurisdiction.	
Replacement Standard	Minimum Life Ten (10) yrs.
All irrigation equipment and components shall be installed according to layout from Landscape Design Professional or certified irrigation professional and in accordance with Building Code of Jurisdiction.	

3 - Exterior Building Surfaces

Exterior Cladding [GREEN STANDARD]	
Repair Standard	Minimum Life Ten (10) years
Siding and trim will be intact and weatherproof. All exterior wood components will have a minimum of two continuous coats of paint, and no exterior painted surface will have any deteriorated paint. Buildings designated as historic will have existing wood siding repaired in kind and/or per the requirements of the Historic Preservation Committee of Jurisdiction. New exterior wood will blend with existing and will be spot-primed and top-coated in a lead-safe manner.	
Replacement Standard	
Buildings not designated as historic may have siding replaced with cementitious siding, such as stucco, Hardie Board, Hardie Plank, or approved equivalent, to match the existing configuration as best as possible. If replaced, soffit material shall be of wood, cementious material or stucco and shall be vented. New wood components will be FSC certified. http://www.fsc.org/	

Exterior Porches	
Repair Standard	Minimum Life Five (5) years
Deteriorated concrete porches will be repaired when possible. All unsafe wood porch components will be repaired with readily available materials to conform closely to historically accurate porches in the neighborhood and/or per the requirements of the Historic Preservation Committee of Jurisdiction. Porch repairs will be structurally sound, with smooth and even decking surfaces. Deteriorated wood structural components will be replaced with preservative-treated wood or approved equivalent.	
Replacement Standard	
Porches on building designated as historic will be rebuilt to conform closely to historically accurate porches in the neighborhood and/or per the requirements of the Historic Preservation Committee of Jurisdiction. Decks on non-historic porches will be replaced with 5/4" preservative-treated decking, composite, or approved equivalent. Replaced railings will meet code. Replaced wood structural components will be preservative-treated or approved equivalent. Damaged concrete slabs are to be completely removed, the soil compacted, formed for positive drainage, poured with concrete reinforced with fibertite or wire 6-6-10-10 wire mesh and floated with broom finish.	

Exterior Railings	
Repair Standard	Minimum Life Five (5) years
Existing handrails will be structurally sound. Guard rails are required on any accessible area with a walking surface over 30" above the adjacent ground level. Sound railings may be repaired if it is possible to maintain the existing style. On historic structures railing repairs will be historically sensitive and installed to Building Code of Jurisdiction and/or per the requirements of the Historic Preservation Committee of Jurisdiction.	
Replacement Standard	
Handrails will be present on one side of all interior and exterior steps or stairways per the Building Code of Jurisdiction and around porches or platforms over 30" above the adjacent ground level. Handrails and guard rails will conform to the style of similar components in the neighborhood and shall be constructed of preservative treated lumber, composite, metal, aluminum, or approved equivalent. On historic structures new railings will be historically sensitive and installed according to Building Code of Jurisdiction and/or per the requirements of the Historic Preservation Committee of Jurisdiction.	

Exterior Steps and Decks	
Repair Standard	Minimum Life Five (5) years
Steps, stairways, landings, and porch decks will be structurally sound, reasonably level, with smooth and even surfaces. Repairs will be made using materials to match existing materials as best as possible.	
Replacement Standard	
In non-historic structures wood decking may be replaced with 5/4" X 6" preservative-treated material, composite material, or approved equivalent. New steps will be constructed from	

nominal 2X preservative-treated wood or approved equivalent. On historic structures new wood decking will be similar to the existing decking and/or per the requirements of the Historic Preservation Committee of Jurisdiction.

Exterior House Numbers and Mailboxes	
Repair & Replacement Standard	Minimum Life Five (5) years
All houses will have 4" house numbers or Metal/Plastic Plaques with house numbers to be clearly displayed near the front door or an approved location, and a standard size mailbox, where applicable wall-hung at the entrance or the mailbox placed on a post at the street in accordance with any HOA requirements if applicable and Building Code of Jurisdiction.	

4 - Foundations & Structure

Firewalls	
Repair Standard	Minimum Life Five (5) years
Party walls will be maintained without cracks and plaster deterioration and covered with 5/8" type X gypsum, glued and screwed to structure per Building Code of Jurisdiction and any UL Assembly. All penetrations shall be properly sealed with fire rated caulk, fire rated putty, or approved equivalent.	
Replacement Standard	
When frame walls and floors adjoining other dwellings are gutted, new wall finish installations will conform to local requirements for fire ratings per Building Code of Jurisdiction and any UL Assembly. All penetrations shall be properly sealed with fire rated caulk, fire rated putty, or approved equivalent.	

Foundations	
Repair Standard	Minimum Life (15) years
Foundations will be repaired to be sound, reasonably level, and free from movement per Building Code of Jurisdiction and/or per Architect's Design or Structural Engineer's report and requirements.	
Replacement Standard	
Foundation replacements shall be in accordance with the Building Code of Jurisdiction and/or per Architect's Design or Structural Engineer's report and requirements.	

Structural Walls	
Repair Standard	Minimum Life (15) years
Structural framing and masonry will be free from visible deterioration, rot, or serious termite damage, and be adequately sized for current loads. Prior to rehab, all sagging floor joists or rafters will be visually inspected, and if required, inspected by a Structural Engineer. Significant structural damage and its cause will be corrected as determined by the Structural Engineer and per the recommendations of the Structural Engineer's report and per Building Code of Jurisdiction.	
Replacement Standard	
New structural walls will be minimum 2" x 4", 16" O.C. or installed per Building Code of Jurisdiction. All exterior walls that are part of the building envelope (the air barrier and thermal barrier separating the conditioned space from the non-conditioned space) will be insulated per Energy requirements and covered per Building Code of Jurisdiction.	

Additions	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	Minimum Life Sixty (60) years
New additions are acceptable only when – for marketing and livability reasons – it is necessary to add additional bedroom space. Stamped plans must be submitted to the Building Department of Jurisdiction for review and approval prior to bidding. All standards for Exterior Building Surfaces, Roofing, Windows and Doors, Insulation and Ventilation, Plumbing, Electrical, HVAC apply.	

5 - Windows and Doors

Interior Doors	
Repair Standard	Minimum Life Five (5) years
Baths and occupied bedrooms will have operating doors and privacy lever lock sets. (Exception allowed for pocket doors)	
Replacement Standard	
Pre-Hung solid-core wood product or approved equal consistent with the style of existing doors including a privacy lever lock set.	

Windows & Sliding Glass Doors[GREEN STANDARD]	
Repair Standard	Minimum Life (10) Years
All windows shall have screens, will operate, and remain in an open position when placed there, lock when closed and released when opened. Sliding glass doors along with a box screen shall roll freely and have locking mechanisms. Windows and sliding glass doors may be replaced as part of Hurricane hardening.	
Replacement Standard	

Windows and sliding glass doors that are not repairable may be replaced. Windows and Sliding Glass Doors can be replaced as part of hurricane hardening. All new windows and sliding glass doors are to be Miami-Dade impact rated and will meet the ENERGY STAR standard for this geographic region, http://www.energystar.gov/. Windows and sliding glass doors to match existing as best as possible. Windows on key façades of historically sensitive properties will be wood of the style original to the building or approved by the Historical Committee of Jurisdiction.

Exterior Doors	
Repair Standard	Minimum Life Five (5) years
Exterior doors will be solid, weather-stripped and will operate smoothly. They will include a peep site if required, a dead bolt, wind crash chain if applicable, and an entrance lever lock set with dead bolt all keyed alike.	
Replacement Standard	
Replacement doors at the front of the property for historically significant buildings will be historically sensitive, similar to the existing doors and approved by the Historical Committee of Jurisdiction. All new doors are to be Miami-Dade Hurricane impact resistant steel doors similar to the existing doors and shall be installed at entrances for buildings that are not historically significant. Lever locksets and dead bolt locks keyed alike will be installed on all exterior doors. All new doors will be weather-stripped to be air tight.	

Garage Door(s)	
Repair Standard	Minimum Life Five (5) years
Garage door(s) will be solid and operate smoothly.	
Replacement Standard	
All new Garage door(s) shall be Miami-Dade hurricane impact resistant door(s).	

Fenestration Hurricane Protection	
Protection Standard	Minimum Life Five (5) years
All existing shutters shall be impact resistant and be Miami-Dade County or Florida Building Code Certification when installed by manufacturer's recommendations. Missing parts and panels shall be replaced to meet the impact certification. The shutters shall be numbered; miscellaneous hardware shall be placed in a sealed container, and stored in a safe and easily accessed location.	
Replacement Standard	
All exterior doors and windows shall have either a hurricane impact rating or shall be protected by hurricane impact rated protection devices with either Miami-Dade County or Florida Building Code Certification.	

6 - Roofing

Flat and Low-Slope Roofing	
Repair Standard	Minimum Life: Five (5) Years
Built-up roofing that is leak-free will be re-coated and flashing and accessories repaired if their minimum life is questionable.	
Replacement Standard	Minimum Life: Fifteen (15) Years
Roof shall have positive drainage per Building Code of Jurisdiction. Tapered insulation may be used to overcome ponding and also to introduce positive drainage. All roof sheathing/decking nailing shall be brought up to meet the current Florida Building Code. Install a 3 ply roof system such as GAF Liberty Low Slope Roof System, Johns Manville DynaWeld, or OWENS CORNING DECK SEAL Low Slope Self-Adhered Roof System or equivalent per the manufacture's specifications and Building Code of Jurisdiction. New 3"x 3" metal drip edge and flashing shall be installed throughout the entire roof system.	
Replacement Criteria	Maximum Life Cycle: Ten (10) Years
Roof leaks with evidence of severe deterioration making repairs infeasible to be warrantied for Five (5) Years. Using Ten (10) years as a maximum life cycle for a roof, if there is both evidence of deterioration or failed roof coverings, and there is less than 3 years left in the life cycle, then the roof shall be replaced.	

Pitched Roofs	
Repair Standard	Minimum Life: Five (5) Years
Missing and leaking shingles and flashing will be repaired on otherwise functional roofs. Cement or clay tile and metal roofs will be repaired when possible. If more than 25% of the total roof area needs to be repaired than the roof shall be replaced.	
Replacement Standard	Minimum Life: Fifteen (15) Years
All existing shingle roofs shall be stripped and all wood substrates shall be re-nailed and brought up to current building codes. Install a proper secondary water resistant "SWR" barrier, Self-Adhering Polymer Modified Bitumen Underlayment "Peel & Stick" Rolls directly to the roof deck	

installed per manufacturer's specifications and Building Code of Jurisdiction or 4" or 6" tape directly to all roof deck seams installed per manufacturer's specifications and Building Code of Jurisdiction. **Dimensional/Architectural** Shingle, with a minimum prorated 40 year warranty with a continuous ridge vent will be installed per manufacturer's specifications and Building Code of Jurisdiction. New 3"x 3" metal drip edge and flashing shall be installed throughout the entire roof system. Plumbing stacks shall have lead boots. Metal Roofs are a viable option using 26 gauge galvanized metal roof panels (Galvalume). Metal Roof overlays, battens installed over shingle roofs with the metal roof attached to the battens, is allowable provided it is allowable by the Building Code of Jurisdiction and acceptable to the Building Department of Jurisdiction.	
Replacement Criteria	Maximum Life Cycle: Ten (10) Years 3 Tab Shingle Maximum Life Cycle: Fifteen (15) Years Architectural/Dimensional Shingle
Roof leaks with evidence of severe deterioration making repairs infeasible to be warrantied for Five (5) Years. Using Ten (10) years as a maximum life cycle for a 3 tab shingle roof, if there is both evidence of deterioration or failed roof coverings, and there is less than 3 years left in the life cycle, then the roof shall be replaced. Using Fifteen (15) years as a maximum life cycle for an Architectural/Dimensional shingle roof, if there is both evidence of deterioration or failed roof coverings, and there is less than 3 years left in the life cycle, then the roof shall be replaced.	

Gutters and Downspouts [GREEN STANDARD]	
Repair Standard	Minimum Life Five (5) years
Gutters and downspouts must be in good repair and leak free and collect storm water from all lower roof edges that extend over exterior doors and entrances. Concrete splash blocks or downspout extensions will be installed to move water away from foundations and landings. The system must move all storm water away from the doors and the building to prevent water from entering the structure. In addition to positive drainage away from the building's entrances, downspouts will be a minimum of 3 feet away where feasible from the foundation whenever there is a history of water problems.	
Replacement Standard	
Gutters shall be 6" Seamless with 4" downspouts when replaced and shall be designed to deflect all rain water away from the doors, landings, and the building to prevent water from entering the structure. Fastening is to be with inside hangers. Spikes and ferrules are not acceptable.	

Insulation [GREEN STANDARD]	
Repair Standard	Minimum Life NA

NA	
Replacement Standard	Minimum Life Twenty (20) years
Attic insulation shall be a minimum of R30 with soffit baffles installed when there are soffit vents to maintain ventilation at the eves. All exterior frame walls opened in the course of renovations shall be insulated with un-faced fiberglass batts or damp spray cellulose to R13 for 2x4 framing and R13 for 2x6 framing or per Building Code of Jurisdiction. Whenever financially feasible, 1-inch, foil-faced polyisocyanurate foam board will be added under new siding.	

7- Ventilation

Kitchen Ventilation [GREEN STANDARD]	
Repair Standard	Minimum Life Two (2) years
All kitchens must have functional mechanical ventilation operating at a minimum 120 CFM.	
Replacement Standard	
All kitchens must have mechanical ventilation operating at a maximum of 20 Sons and producing a minimum of 150 CFM after accounting for ducting losses. All ductwork will be heavy gauge galvanized metal, air tight with mastic-sealed seams (no duct tape). It is preferred that mechanical ventilation exits through the roof or through the soffit. if mechanical ventilation cannot be achieved then ventilation shall be by recirculation.	

Roof Ventilation [GREEN STANDARD]	
Repair Standard	Minimum Life Five (5) years
1 S.F. of free venting must be supplied for every S.F. of area directly under the roof if there is no soffit venting. 1 S.F. of free venting must be supplied for every 300 SF of area directly under the roof if 20% of the venting is soffit vent and if the living space ceiling directly below the roof has a rating of one perm or less or per building code of jurisdiction.	
Replacement Standard	
The venting requirement is the same as with the Repair Standard above with a strong preference for a combination of ridge vents and soffit vents.	

Bath Ventilation [GREEN STANDARD]	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	Minimum Life Ten (10) years
Each bathroom must have a bath fan that has a $\geq$ 80 CFM boost function switched one of three ways: by a switch at the entrance, with an adjustable time-delay function that runs the fan for an additional period after the switch is turned off; or a motion detector with an adjustable time-delay function that runs the fan for an additional period after the motion detector ceases to see motion; or by a humidistat all installed per building code of jurisdiction.	

8 - Interior Standards

Interior Walls and Ceilings	
Repair Standard	Minimum Life Three (3) years
Holes, cracks, deteriorated drywall and un-keyed plaster will be repaired to match the average finish of surrounding surfaces. **Homes with suspected and confirmed Chinese Defective Drywall are not eligible for any HCD programs**	
Replacement Standard	
When necessary, plaster will be replaced by ½" gypsum board on walls and 5/8" on ceilings. Fire-rated assemblies will be specified on a project-by-project basis as required by local codes.	

Closets	
Repair Standard	Minimum Life Five (5) years
Existing closets with a minimum depth of 2 feet will be maintained in good repair and have a shelf, clothes rod, and door.	
Replacement Standard	
New closets may be created if there is a significant lack of storage space and the budget permits. New closets will have a depth of 2 feet and include a shelf, clothes rod, and door.	

Flooring [GREEN STANDARD]	
Repair Standard	Minimum Life Three (3) years
Bathroom, kitchen and other water-susceptible floor areas will be covered with water-resistant flooring that is free from tears or tripping hazards. Damaged wood floor will be repaired. When existing deteriorated carpet is discovered over hardwood floors, the hardwood will be refinished whenever possible.	
Replacement Standard	
Baths will receive a minimum 6"X6" ceramic tile or resilient vinyl planking, general floors may have a Minimum 12" X 12" ceramic floor tiles or resilient vinyl planking. Grout shall be sealed. Ceramic tile flooring on wood framed floors shall have a tile backer substrate such as Durock, Hardiebacker backer board, or approved equivalent. Whenever possible rooms other than kitchens and baths with existing wood flooring will be maintained as wood floors and refinished when appropriate. Rooms other than kitchens or bath floors may be finished with tile, carpet, or resilient vinyl planking.	

Kitchen Cabinets and Countertop

Repair Standard	Minimum Life Five (5) years
Kitchens where practicable will have a minimum of 10 lineal feet of countertop with base and wall cabinets (or dishwasher) to match. Existing cabinets with hardwood doors and face frames may be repaired if in good condition. All cabinets will be sound and cleanable.	
Replacement Standard	
Where practicable there will be a minimum of 10 lineal feet of countertop with corresponding base cabinets and wall cabinets, and a dishwasher. A drawer base (12" or 15") will be included in new cabinetry. New cabinets shall be constructed with a solid wood frame on the doors and cabinet face. The box, including the floor, ceiling, ends, and back panels, shall be comprised of minimum ½" plywood. Shelves **ONLY** may be of composite material, and finish covering may be **"manufacturer pre-finished"** wood veneer or plastic laminate at option of the owner. Cabinets shall include "D" shaped door and drawer pulls. All base corner cabinets shall be a Lazy Susan base cabinet 33" or 36". A corner wall cabinet shall be used as the corner wall cabinet.	
COUNTER TOP and BACKSPLASH--LAMINATE	
If existing countertop and backsplash is laminate then the new countertop and backsplash shall be laminate and made of minimum of 3/4" plywood. Backsplash shall extend from the countertop to the bottom of the wall cabinets including end caps. Provide cutout for sink.	
COUNTER TOP and BACKSPLASH--Granite	
If existing countertop and backsplash is granite then the new countertop and backsplash shall be granite similar to the existing countertop. Provide 4" back splash and end-caps of the same material as the countertop. Provide cutout for under the counter sink.	

9 - Electric

Ground Fault Interrupter Circuits	
Repair Standard	Minimum Life Five (5) years
Non-functioning GFCIs will be replaced. Kitchen counter, bath and laundry receptacles within 6' of a sink will be replaced with a GFCI-protected receptacle or protected by a GFCI device.	
Replacement Standard	
All kitchen counter, bath, laundry, garage, and exterior receptacles shall be replaced with a GFCI-protected receptacle or protected by a GFCI circuit device. Exterior receptacles shall have weatherproof enclosure boxes.	

Smoke and Carbon Monoxide Detector Alarms [GREEN STANDARD]	
Replacement Standard	Minimum Life – Standard - Five (5) years, Tamper Proof - Ten (10) years
Location – In each Sleeping Room, Outside each Sleeping Room (in the vicinity of the bedrooms) On each additional story including basements and habitable Attics, at the top and bottom of stairs, in the living room/dining room/den	
Installation – The preferred method of installation is a new 115 volt ARC Fault protected circuit for all smoke detectors. Acceptable – A level 1 alteration as defined in the Florida Building Code/Florida Statue 553.883 or if smoke detectors cannot be wired due to lack of attic access and/or ceiling limitations.	
Types – Bedrooms - combination ionization-photoelectric smoke detector(s), also known as dual sensor smoke detector. Hallways/Outside Bedrooms - combination ionization-photoelectric smoke detector(s) and combination smoke and carbon monoxide detector(s). Garages and outside Garages - combination ionization-photoelectric smoke detector(s) and combination smoke and carbon monoxide detector(s).	
Brands – All smoke detectors and combination smoke detectors shall be UL listed and Approved with battery backup. Where battery backups are not wired, smoke detectors and combination smoke detectors shall be UL listed and Approved 10 year tamper proof.	

Passage Lighting [GREEN STANDARD]	
Repair Standard	Minimum Life Seven (7) years
All lights and switches in hallways, stairs and other passages will be operable and safe. Existing fixtures with incandescent lamp fittings will be replaced with LED light bulbs of the same wattage and style.	
Replacement Standard	
All halls, stairs and rooms necessary to cross to other rooms and stairways must be well lit and controlled by a 3-way switch using concealed wiring. All new light fixtures will be LED ENERGY STAR similar to the existing light fixtures.	

Lighting [GREEN STANDARD]	
Repair Standard	Minimum Life Seven (7) years
All lights and switches shall be functional, operable, and safe. Existing fixtures with incandescent lamp fittings will be replaced with LED light bulbs of the same wattage and style.	
Replacement Standard	
All new light fixtures will be LED ENERGY STAR similar to the existing light fixtures.	

Kitchen Electric Distribution	
Repair Standard	Minimum Life Five (5) years
Existing receptacles, fixtures and switches will be functioning, safe, and grounded and GFCI if within 6' of water/sink.	
Replacement Standard	
Permanently installed or proposed stoves, refrigerators, freezers, dishwashers and disposals,	

washers and dryers will have separate circuits sized to current NEC code and Building Code of Jurisdiction. Two separate GFCI protected 20-amp counter circuits are required with each kitchen area.

Interior Electric Distribution	
Repair Standard	Minimum Life Seven (7) years
All switches, receptacles, and junction boxes will have appropriate cover plates. Wiring will be free from hazard, and all circuits will be properly protected at the panel. Exposed "wire mold" conduit is allowed. Bedrooms receptacles will be protected by GFCI receptacles or of GFCI Breaker. There must be one electrical receptacle at or near the service panel per NEC code and the Building Code of Jurisdiction.	
Replacement Standard	
When a room's wall finishes are removed, the affected walls will be rewired to meet the latest version of the National Electric Code and Building Code of Jurisdiction.	

Service and Panel	
Repair Standard	Minimum Life Ten (10) years
Distribution panels will have a main disconnect, at least 10 circuit-breaker-protected circuits, a 100-amp minimum capacity and be adequate to safely supply existing and proposed devices.	
Replacement Standard	
200-amp service with a main disconnect panel containing at least 30 circuit breaker positions. Service conductors to be properly sized for new 200-amp service.	

10 - Plumbing System

Drain, Waste, Vent Lines	
Repair Standard	Minimum Life One (1) year
Waste and vent lines must function and flow freely.	
Replacement Standard	
When walls are removed exposing vent and waste lines those lines will be reworked to the current mechanical code.	

Plumbing Fixtures [GREEN STANDARD]	
Repair Standard	Minimum Life Three (3) years
All fixtures and faucets will have working, drip-free components. Toilets with greater that a 1.6 GPF rating will be replaced with a "Dual Flush," 2 piece commode with flow rates of 1.6 and .9 GPF for its respective high and low flushes.	
Replacement Standard	
Single lever, metal faucets and shower diverters with 15-year, drip-free warranty and maximum 2.0 GPM flow. "Dual Flush," 2 piece, white, commode with flow rates of 1.6 and .9 GPF for its respective high and low flushes or approved equal toilet, double bowl stainless steel sinks, and minimum 17 ½" deep cast iron bath tubs with ceramic tile tub wraps over cementious or tile	

backer boards, Homes with 2 or more baths shall have 1 with a walk in shower and 1 with a tub/ shower combo.

Plumbing Minimum Equipment [GREEN STANDARD]	
Repair Standard	Minimum Life Three (3) years
Existing equipment will be repaired to conform to Building Code of Jurisdiction requirements.	
Replacement Standard	
Every dwelling unit will have a minimum of one single bowl sink with hot and cold running water in the kitchen and at least one bathroom containing a vanity with a sink, and a shower/tub unit, both with hot and cold running water, and a toilet. Redesigned kitchens will include an ENERGY STAR-labeled dishwasher.	

Water Heaters	
Repair Standard	Minimum Life: Seven (7) Years
Each housing unit will have a working water heater less than 3 years old with a minimum capacity of 40 gallons. Water heaters more than 3 years old may be repaired if it is clear that a repair will make it operable.	
Replacement Standard	Minimum Life: Ten (10) Years
All units will have a minimum 40-gallon water heater with a 10-year warranty installed to the Building Code of Jurisdiction. Water heaters in excess of five years old may be replaced with a new ENERGY STAR rated water heater.	
Replacement Criteria	Maximum Life Cycle: Ten (10) Years
Using ten (10) years as a maximum life cycle for a water heater, an existing water heater shall be replaced if it is within three (3) years of the end of its life cycle.	

Water Supply	
Repair Standard	Minimum Life Ten 10 years
The main shut off valve must be operable and completely stop the flow of water to the house. All fixtures must be leak-free and deliver sufficient cold water and, where applicable, hot water.	
Replacement Standard	
The main shut off valve must be operable and completely stop the flow of water to the house, and should be replaced if it does not. Lead and galvanized pipe that is part of the water service or the distribution system will be replaced with copper, or cpvc installed according to Building Code of Jurisdiction. All fixtures will have brass shut off valves.	

Septic System	
Repair Standard	Minimum Life: Five (5) Years
The septic tank and drain field shall be functioning as designed. The tank shall be pumped out and a visual inspection and drain field evaluation performed by a licensed waste water removal company.	

Replacement Standard	Minimum Life: Ten (10) Years
Portions of the septic system shall be replaced in accordance with the Health Department and the Building Code of Jurisdiction.	
Replacement Criteria	Maximum Life Cycle: Ten (10) Years
Using ten (10) years as a maximum life cycle for a drain field, an existing drain field may be replaced if it is within three (3) years of the end of its life cycle.	

11 - HVAC

Air Conditioning Heating [GREEN STANDARD]	
Repair Standard	Minimum Life: Five (5) Years
Non-functioning, non-repairable air conditioners will be removed and drained of all CFCs. Existing central air conditioning will be inspected, serviced and repaired to operate as intended and safely	
Replacement Standard	Minimum Life: Fifteen (15) Years
Properly remove/recycle all HCFCs and CFCs per EPA's recommended standards and Building Code of Jurisdiction. Remove existing A/C equipment and dispose of properly. Furnish and install a sufficient tonnage (based on Manual J and Manual S calculations), high efficiency, minimum 15.2 SEER2 (16 SEER), AHRI Certified rated packaged Air Conditioning System (AHU and Condenser), such as Goodman, Trane, or Rheem, or approved equivilant. Include proper type refrigerant, programmable thermostat, plenums, ductwork, registers, air returns, and necessary connections to create complete install. If there exists a duct system in good condition whose design will accommodate the replacement air handler, then it may remain and be reused. If no ducts exist, then install new Owens Corning or approved equivalent ducts. All installation is to be according to Building Code of Jurisdiction.	
Replacement Criteria	Maximum Life Cycle: Ten (10) Years
Using ten (10) years as a maximum life cycle for a central air conditioning system, an existing central air conditioning system shall be replaced if it is within three (3) years of the end of its life cycle.	

Distribution System	
Repair Standard	Minimum Life Five (5) years
Duct work will be well supported, insulated in unconditioned space and adequate to maintain 68°F measured 36" off the floor when the outside temperature is the average yearly minimum, in all habitable and essential rooms. All duct work will be insulated to R-7, sealed at all seams with mastic (not tape) and pressure tested to eliminate leakage.	
Replacement Standard	Minimum Life Twenty Five (25) years
All duct work will be insulated to R-7, sealed at all seams with mastic (not tape), pressure tested to eliminate leakage and run in concealed space.	

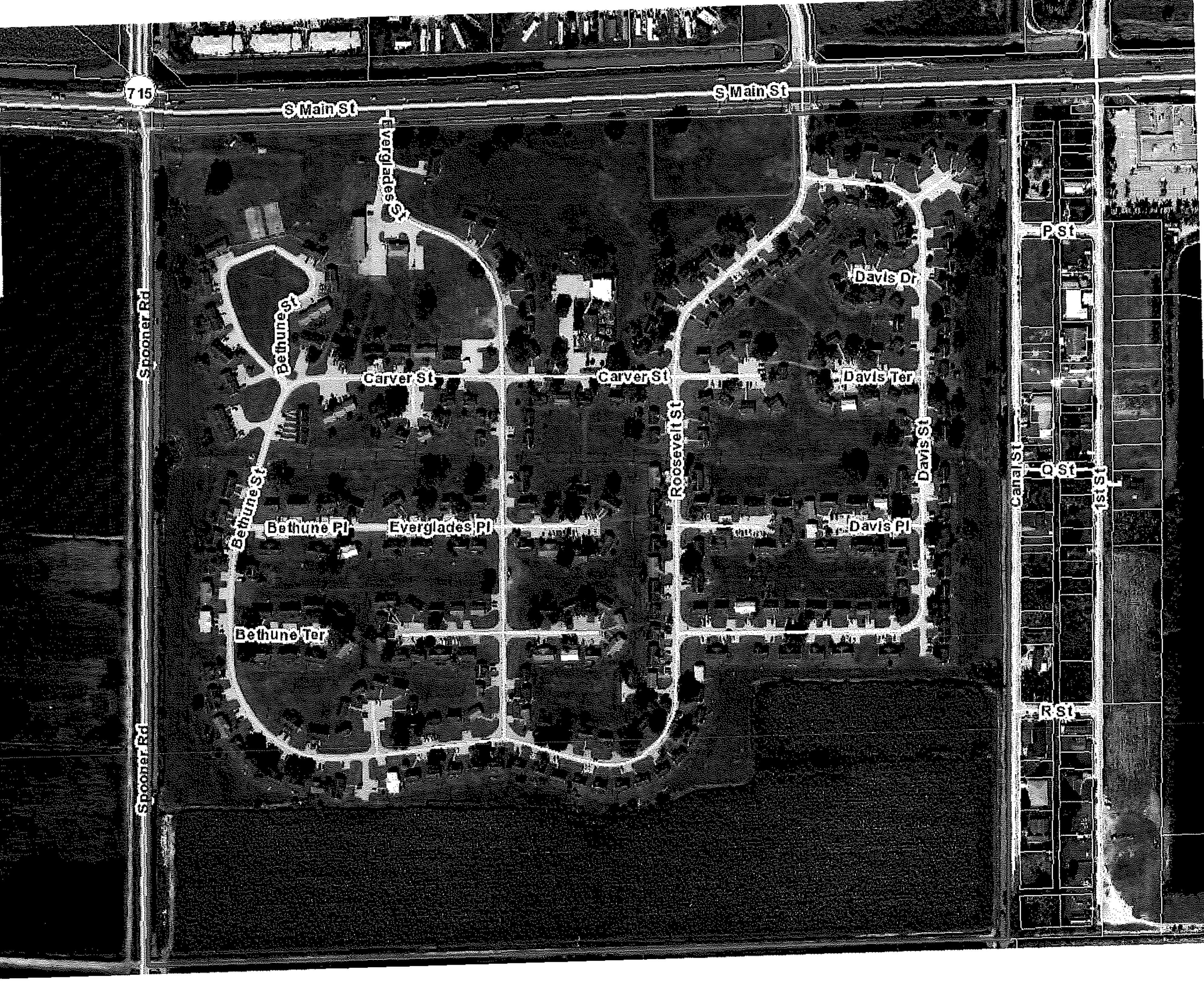
Chimney Repair	
Repair Standard	Minimum Life NA

Unused chimneys will be removed to below the roof line wherever roofing is replaced. Unsound chimneys will be repaired or removed. When chimneys must be used for combustion ventilation, they will be relined.	
Replacement Standard	Minimum Life NA
The creation of new flues is not recommended in this program. The use of high efficiency closed combustion appliances is recommended to avoid the need for new flues. Replacement furnace flues, when required, will be metal double- or triple-walled as recommended by the furnace manufacturer.	

12 – Appliances

Kitchen Appliances [GREEN STANDARD]	
Repair Standard	Minimum Remaining Life Three (3) years
All units will have a working and cleanable range. If there is an existing dishwasher in working and cleanable condition, it may be retained with minor repairs.	
Replacement Standard	Minimum Life: Ten (10) Years
Replacement kitchen appliances shall be ENERGY STAR RATED and labeled appliances where applicable. New cooking ranges may be electric or gas. Also replaceable are washers, dryers, cabinet hung microwaves, wall ovens and range hoods.	
Replacement Criteria	Maximum Life Cycle: Ten (10) Years
Using Ten (10) years as a maximum life cycle for ranges, refrigerators, dishwashers, disposals, Washers, Dryers, Microwaves and Wall Ovens, an existing appliance may be replaced if it is within Three (3) years of the end of its life cycle.	

Attachment 2




NW Avenue P Pl
NW Avenue P Ct
NW Avenue P Ter
NW Avenue P
NW 12th Dr
NW 12th St
NW 11th St
NW 13th St
NW Avenue L Ter
NW Avenue L
NW Avenue L
NW Avenue L

Palm Beach County Department of Housing and Economic Development
2025 Income Limits, Palm Beach County

2025 Median Income : $111,800

Income Category	Income Limit by Number of Persons in Household									
	1	2	3	4	5	6	7	8	9	10
30%	$ 24,570	$ 28,080	$ 31,560	$ 35,070	$ 37,890	$ 40,710	$ 43,500	$ 46,320	$ 49,098	$ 51,904
40%	$ 32,760	$ 37,440	$ 42,080	$ 46,760	$ 50,520	$ 54,280	$ 58,000	$ 61,760	$ 65,464	$ 69,205
50%	$ 40,950	$ 46,800	$ 52,600	$ 58,450	$ 63,150	$ 67,850	$ 72,500	$ 77,200	$ 81,830	$ 86,506
60%	$ 49,140	$ 56,160	$ 63,120	$ 70,140	$ 75,780	$ 81,420	$ 87,000	$ 92,640	$ 98,196	$ 103,807
70%	$ 57,330	$ 65,520	$ 73,640	$ 81,830	$ 88,410	$ 94,990	$ 101,500	$ 108,080	$ 114,562	$ 121,108
80%	$ 65,520	$ 74,880	$ 84,160	$ 93,520	$ 101,040	$ 108,560	$ 116,000	$ 123,520	$ 130,928	$ 138,410
90%	$ 73,710	$ 84,240	$ 94,680	$ 105,210	$ 113,670	$ 122,130	$ 130,500	$ 138,960	$ 147,294	$ 155,711
100%	$ 81,900	$ 93,600	$ 105,200	$ 116,900	$ 126,300	$ 135,700	$ 145,000	$ 154,400	$ 163,660	$ 173,012
110%	$ 90,090	$ 102,960	$ 115,720	$ 128,590	$ 138,930	$ 149,270	$ 159,500	$ 169,840	$ 180,026	$ 190,313
120%	$ 98,280	$ 112,320	$ 126,240	$ 140,280	$ 151,560	$ 162,840	$ 174,000	$ 185,280	$ 196,392	$ 207,614
130%	$ 106,470	$ 121,680	$ 136,760	$ 151,970	$ 164,190	$ 176,410	$ 188,500	$ 200,720	$ 212,758	$ 224,916
140%	$ 114,660	$ 131,040	$ 147,280	$ 163,660	$ 176,820	$ 189,980	$ 203,000	$ 216,160	$ 229,124	$ 242,217

Notes:
1. Income category is an income level expressed as a percentage of Area Median Income (AMI).
2. Income limit amounts represent the maximum income for a household of a certain size in the identified income category.
3. Limits are based on Florida Housing Finance Corporation(FHFC) Multifamily Rental Programs.
4. 130% AMI limits imputed by Palm Beach County based on FHFC rent limits.

Attachment 3

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 11/6/25 REQUESTED BY: Valerie Alleyne PHONE: 233-3670

PROJECT TITLE: The Housing Authority of Belle Glade
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: $ 2,500,000

BCC RESOLUTION#:

REQUESTED AMOUNT: $ 2,500,000

DATE:

CSA or CHANGE ORDER NUMBER:

LOCATION:

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

CONSTRUCTION	$
PROFESSIONAL SERVICES	$
STAFF COSTS*	$
EQUIP. / SUPPLIES	$
MISC.	$ 2,500,000
TOTAL	$ 2,500,000

** By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of $250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.*

BUDGET ACCOUNT NUMBER(S) ***(Specify distribution if more than one and order in which funds are to be used):***

FUND: 3950 DEPT: 411 UNIT: Q001 OBJ: 4907

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for *all* that apply)

☐ Ad Valorem (Amount $)
☑ Infrastructure Sales Tax (Amount $ 2,500,000)
☐ State (source/type: Amount $)
☐ Federal (source/type: Amount $)
☐ Grant (source/type: Amount $)
☐ Impact Fees: (Amount $)
☐ Other (source/type: Amount $)

Department: FD&O

BAS APPROVED BY: Karyn Sykes DATE 11/6/25

ENCUMBRANCE NUMBER:

ATTACHMENT 4