Rezoning Application:

PD MM 23-0614

Zoning Hearing Master Date:

October 16, 2023

BOCC Land Use Meeting Date: December 12, 2023



Development Services Department

1.0 APPLICATION SUMMARY

Applicant: Town Center Brandon Development

Associates, LLC

FLU Category: UMU-20

Service Area: Urban

Site Acreage: 2.58 Acres +/-

Community Plan Area: Brandon

Overlay: None

Location: Town Center Blvd. / Gornto Lake Rd. Folio: 7178.0150



Introduction Summary:

History: The subject parcel is currently zoned IPD-2 90-0029 most recently modified by PRS 98-0424. The development would allow up to 260 multi-family units on Parcel B and 120,000 of commercial use on Parcel A. Currently, Parcel A is undeveloped.

Current Request: The applicant is requesting to develop a portion of Parcel A (proposed Parcel D) with a 77-unit 100% affordable multi-family development through funds awarded by the Hillsborough County "Hope" program in conjunction with an Affordable Housing Density Bonus.

Zoning:	Existing	Proposed
District(s)	IPD	IPD
Typical General Use(s)	120,000 SF of Commercial limited uses per PD conditions	Reduce Commercial entitlements on Parcel A from 120,000 to 104,029. Approval is being requested to allow an affordable housing project on proposed Parcel D, which would be entitled to 15,971 SF of commercial development.

Development Standards:	Existing	Proposed		
District(s)	IPD-2	IPD-2		
Lot Size / Lot Width	N/A	N/A		
Setbacks/Buffering and Screening	Per PD	50' Setback and 5' Type "A" Screening 70' Setback and 10' Type "A" Screening		
Height	50'	50'		

Additional Information:	
DD Variation(s)	LDC Part 6.06.00 (Landscaping/Buffering)
PD Variation(s)	LDC Part 6.05.00 (Parking/Loading)
Waiver(s) to the Land Development Code	LDC Sec. 6.01.01 (2:1 Height regulation) LDC Section 6.01.01, Endnote 8 (schedule of district standards) to eliminate the requirement for an additional 2 feet of setback for every 1 foot of structure height over 20'

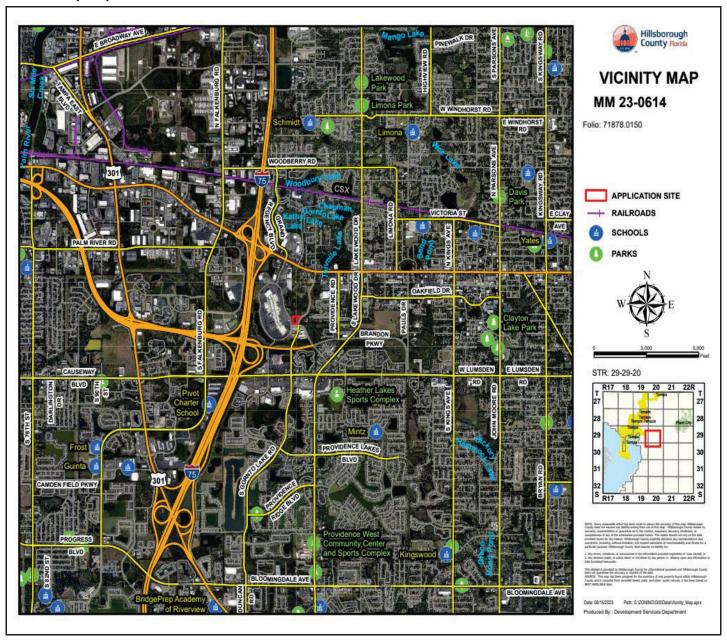
Planning Commission Recommendation:	Development Services Recommendation:		
Consistent	Approvable, subject to proposed conditions		

ZHM HEARING DATE: October 16, 2023 BOCC LUM MEETING DATE: December 12, 2023

Case Reviewer: Camille Krochta

2.0 LAND USE MAP SET AND SUMMARY DATA

2.1 Vicinity Map



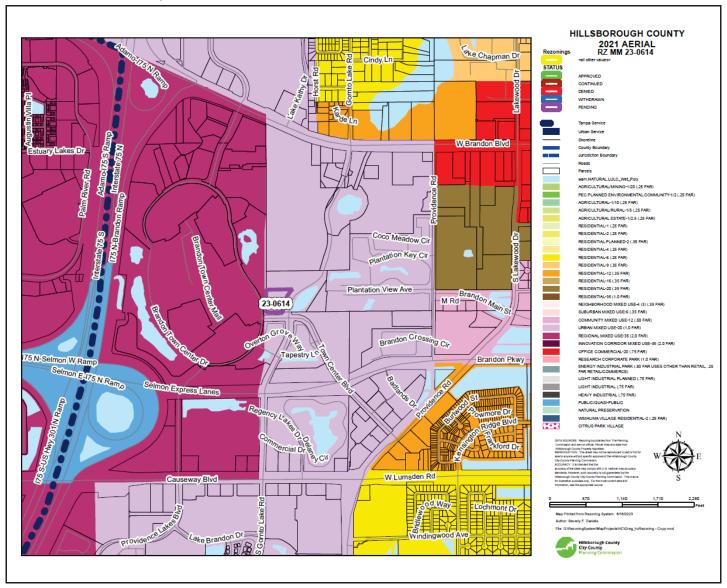
Context of Surrounding Area:

The surrounding area includes the Brandon Mall to the west across Brandon Town Center Drive, existing multi-family development to the south and southeast across Town Center Blvd., vacant land to the north, and vacant land and multi-family development to the east across Gornto Lake Road.

Case Reviewer: Camille Krochta

2.0 LAND USE MAP SET AND SUMMARY DATA

2.2 Future Land Use Map

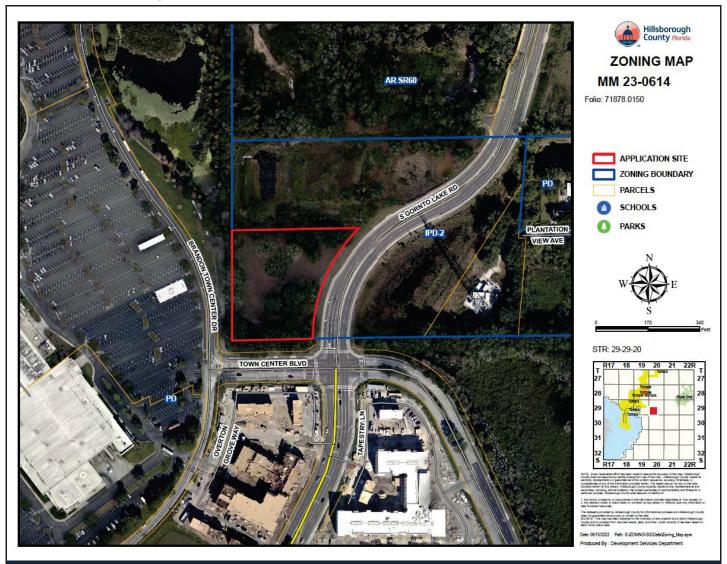


Subject Site Future Land Use Category:	Urban Mixed Use - 20 (UMU-20)	
Maximum Density/F.A.R.:	20.0 DU / Acre FAR: 1.0	
Typical Uses:	Residential, regional scale commercial uses such as a mall, office, and business park uses, research corporate park uses, light industrial, multipurpose, and clustered residential and/or mixed-use projects at appropriate locations	

ZHM HEARING DATE: October 16, 2023 BOCC LUM MEETING DATE: December 12, 2023

2.0 LAND USE MAP SET AND SUMMARY DATA

2.3 Immediate Area Map



Case Reviewer: Camille Krochta

Adjacent Zonings and Uses					
Location:	Zoning:	Maximum Density/F.A.R. Permitted by Zoning District:	Allowable Use:	Existing Use:	
North	IPD 93- 0003	Per PD	20,000 SF Commercial/Interim Agricultural	Cemetery	
South	PD 82-0421	UMU 1.0 FAR RMU 2.0 FAR	General Commercial, Regional Mall, Multi-Family	Multi-Family	
East	IPD-2 90- 0029	Per PD	Service and Emergency Uses	Utility Tower	
West	PD 82-0421	General Commercial, Regional Mall, Multi- Family	General Commercial, Regional Mall, Multi-Family	Regional Mall	

Case Reviewer: Camille Krochta

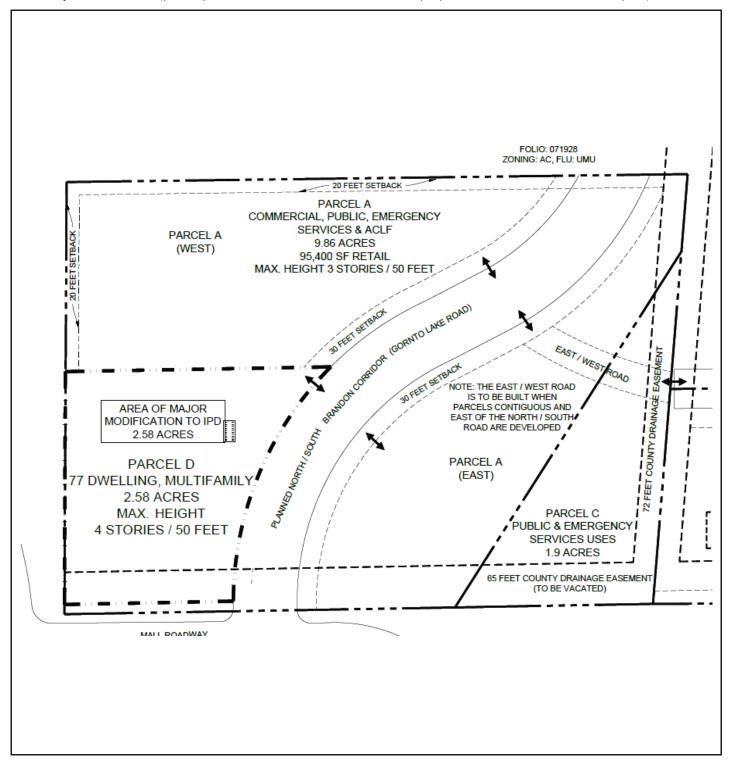
2.0 LAND USE MAP SET AND SUMMARY DATA

2.4 Approved Site Plan (partial provided belowfor size and orientation purposes. See Section 8.1 for full site plan)



BOCC LUM MEETING DATE: December 12, 2023 Case Reviewer: Camille Krochta

2.5 Proposed Site Plan (partial provided belowfor size and orientation purposes. See Section 8.0 for full site plan)



APPLICATION NUMBER:	PD MM 23-0614	
ZHM HEARING DATE:	October 16, 2023	
BOCC LUM MEETING DATE:	December 12, 2023	Case Reviewer: Camille Krochta

3.0 TRANSPORTATION SUMMARY (FULL TRANSPORTATION REPORT IN SECTION 9 OF STAFF REPORT)

Adjoining Roadways (check if applicable)				
Road Name	Classification	Current Conditions	Select Future Improvements	
S Gornto Lake Rd.	County Collector - Urban	4 Lanes ☐ Substandard Road ☑ Sufficient ROW Width	 □ Corridor Preservation Plan □ Site Access Improvements □ Substandard Road Improvements □ Other 	
Town Center Blvd.	Private	2 Lanes ☐ Substandard Road ☑ Sufficient ROW Width	☐ Corridor Preservation Plan ☐ Site Access Improvements ☐ Substandard Road Improvements ☐ Other	

Project Trip Generation ☐ Not applicable for this request						
	Average Annual Daily Trips A.M. Peak Hour Trips P.M. Peak Hour Trips					
Existing	7,498	294	290			
Proposed	427 42 43					
Difference (+/-)	-7,071	-252	-247			

^{*}Trips reported are based on net new external trips unless otherwise noted.

Connectivity and Cross Access Not applicable for this request						
Project Boundary	Primary Access	Additional Connectivity/Access	Cross Access	Finding		
North	th None None Meets LDC					
South		None	None	Meets LDC		
East	Х	None	None	Meets LDC		
West None None Meets LDC						
Notes:						

Design Exception/Administrative Variance Not applicable for this request				
Road Name/Nature of Request Type Finding				
N/A Choose an item. Choose an item.				
Notes:				

APPLICATION NUMBER: PD MM 23-0614

ZHM HEARING DATE: October 16, 2023

BOCC LUM MEETING DATE: December 12, 2023

Case Reviewer: Camille Krochta

4.0 ADDITIONAL SITE INFORMATION & AGENCY COMMENTS SUMMARY

INFORMATION/REVIEWING AGENCY				
Environmental:	Comments Received	Objections	Conditions Requested	Additional Information/Comments
Environmental Protection Commission	⊠ Yes □ No	☐ Yes ⊠ No	□ Yes ⊠ No	
Natural Resources	☐ Yes ⊠ No	☐ Yes ⊠ No	☐ Yes ⊠ No	
Conservation & Environ. Lands Mgmt.	⊠ Yes □ No	☐ Yes ⊠ No	☐ Yes ⊠ No	
Check if Applicable:	☐ Potable W	Vater Wellfield Pro	tection Area	
☐ Wetlands/Other Surface Waters	☐ Significan	t Wildlife Habitat		
☐ Use of Environmentally Sensitive Land	_	igh Hazard Area		
Credit		ourban/Rural Scen	ic Corridor	
☐ Wellhead Protection Area	•	<i>.</i> to ELAPP property		
☐ Surface Water Resource Protection Area	☐ Other	, ,,		
Public Facilities:	Comments Received	Objections	Conditions Requested	Additional Information/Comments
Transportation				PD Variation for
☐ Design Exc./Adm. Variance Requested	⊠ Yes □ No	☐ Yes ☑ No	⊠ Yes □ No	reduced parking
☐ Off-site Improvements Provided	□ NO	I INO	I INO	requested.
Service Area/ Water & Wastewater		_	_	
⊠Urban ☐ City of Tampa	⊠ Yes	□Yes	□ Yes	
☐Rural ☐ City of Temple Terrace	□ No	⊠ No	⊠ No	
Hillsborough County School Board				
Adequate ⊠ K-5 ⊠ 6-8 ⊠ 9-12 □ N/A	⊠ Yes	□Yes	☐ Yes	
Inadequate ☐ K-5 ☐ 6-8 ☐ 9-12 ☒ N/A	□ No	⊠ No	⊠ No	
Impact/Mobility Fees: Mobility: \$2,710 * 39 units = \$105,690 \$3,225 * 38 units = \$122,550 Parks: \$1,126 * 40 units = \$45,040 \$1,368 * 25 units = \$34,200 \$1,555 * 12 units = \$18,660 School: \$1,645 * 40 units = \$65,800 \$3,891 * 37 units = \$143,967 Fire: \$249 * 77 units = \$19,173 Total Multi-Family = \$555,080				
Comprehensive Plan:	Comments Received	Findings	Conditions Requested	Additional Information/Comments
Planning Commission				
☐ Meets Locational Criteria ⊠ N/A	⊠ Yes	☐ Inconsistent	□Yes	
☐ Locational Criteria Waiver Requested	□No		⊠ No	
\square Minimum Density Met \boxtimes N/A				

APPLICATION NUMBER: PD MM 23-0614

ZHM HEARING DATE: October 16, 2023

BOCC LUM MEETING DATE: December 12, 2023 Case Reviewer: Camille Krochta

5.0 IMPLEMENTATION RECOMMENDATIONS

5.1 Compatibility

The subject property is located at the intersection of Town Center Blvd and Gornto Lake Rd. South and is within the Brandon Community Planning area. The applicant is requesting a Major Modification to Interstate Planned Development (IPD-2 90-0029) to allow for a 77-unit (via the affordable housing density bonus) 100% affordable housing development with HOPE funds awarded from Hillsborough County. The current zoning for the property is Interstate Planned Development-2 (IPD-2), with additional IPD-2 zonings located to the north and east. The areas directly to the west and south of the property are zoned as Planned Development (PD). Further north, there are Agricultural Rural (AR) zonings, as well as pockets of IPD-2 and PD to the northeast.

Development of the site meets the Comprehensive Plan requirements for the Affordable Housing Development density bonus, specifically, the criteria defined in the Housing Element Policy 1.3.1/1.3.2. The applicant has signed a Land Use Restriction Agreement that ensures the site will be used for affordable housing until 2076, exceeding the required minimum of 30 years.

The site is located within the Hillsborough County Urban Service Area; therefore, the subject property should be served by Hillsborough County Water and Wastewater Service which does not guarantee water or wastewater service or a point of connection. The developer is responsible for submitting a utility service request at the time of development plan review and will be responsible for any on-site improvements as well as possible off-site improvements

Given the above, staff finds the proposed modification to be compatible with the surrounding properties and in keeping with the general development pattern of the area and staff has not found any compatibility issues related to the request.

5.2 Recommendation

Based on the above considerations, staff recommends approval of the request subject to conditions.

APPLICATION NUMBER:	PD MM 23-0614	
ZHM HEARING DATE:	October 16, 2023	
BOCC LUM MEETING DATE:	December 12, 2023	Case Reviewer: Camille Krochta

6.0 PROPOSED CONDITIONS

Approval - Approval of the request, subject to the conditions listed below, is based on the revised general site plan submitted September 27, 2023.

Prior to certification, the following conditions shall be met:

- 1. A note placed on the face of the plan shall indicate that this project is deed-restricted.
- 2. FAR reduction calculations for the remaining Parcel A are to be added to the data table.
- 3. The developer shall revise the Site Plan Site Data Table Proposed Off-Street Parking to state "88 spaces" at a rate of "1.18 4 spaces per dwelling unit" with a note stating "* per PD Conditions of Approval".
- 1. The approval shall be for a maximum of 260 multi-family units on Parcel B and 120,000 104,029 square feet of commercial uses on Parcel A. Additionally, passenger train stations, unmanned cable television switching facilities, unmanned telephone switching facilities, radiotelephone communication facilities, and radio/television transmitting and receiving facilities shall be permitted on Parcels A and C.
- 2. Parcel D shall allow (multi-family) development, consisting of 77 multi-family dwelling units in compliance with the Affordable Housing Density Bonus provision of the Hillsborough County Comprehensive Plan) If not developed in compliance with the Affordable Housing Density Bonus provision of the Hillsborough County Comprehensive Plan, the project shall be limited to a maximum of 51/ units (20 units per acre).
- 3. <u>Development in excess of 51 units shall require compliance with the Affordable Housing Density bonus</u> provisions in the Hillsborough County Comprehensive Plan Housing Section Policy 1.3.2, which includes the following:
 - 3.1 The units shall remain affordable for a minimum of 30 years.
 - 3.2 The bonus shall be memorialized in a Development Order as well as a deed restriction, Land Use Restriction Agreement, or other mechanism as determined by the County Attorney's Office.
 - A minimum of 15 units (20% of the total number of units proposed) shall be deemed affordable to households making 100% or less AMI. A minimum of 7 units (50% of required affordable units) shall be set aside for incomes at 60% or below AMI. The distribution of affordable units shall be:
 - 39 units set aside for households earning 50% or less of the area median income ("AMI"),
 - 38 units at 80% or less of the AMI.
- <u>4.</u> <u>Development Standards for Parcel D shall be as follows:</u>

<u>4.1</u>	Minimum building front yard setback:	/0'
	Minimum building North side yard setback:	50'
	Minimum building South side yard setback:	65'
	Minimum building rearyard setback:	50'
	Maximum building height:	50' (4 stories)
	Maximum Building Coverage:	40%
	Maximum Impervious Surface Area:	75%

APPLICATION NUMBER:	PD MM 23-0614	
ZHM HEARING DATE:	October 16, 2023	
BOCC LUM MEETING DATE:	December 12, 2023	Case Reviewer: Camille Krochta

- 4.2 The project is not subject to the 2 additional feet of building setback per 1 additional foot of building height over 20 feet found in the Land Development Code (LDC) Part 6.01.01 footnote 8.
- <u>5.</u> <u>Buffering/Screening: 10' Type A Buffer/Screening east perimeter; 5' Type A Buffer/Screening north, south, and west perimeters.</u>
- 2. 6. The multi-family uses shall be limited to the residential uses and accessory uses in IPD-2 except the following:

Fraternities and Sororities Life care treatment facility Recreational vehicle park Mobile home

- 3-7. Commercial uses shall be limited to the following as permitted in the O-R, C-N, C-G, and C-I districts by the November 10, 1994, Land Development Code: retail goods, (excluding open or enclosed flea markets); banking, business, employment, professional, personal and recreation services; health services including nursing, convalescent, and extended care facility uses; repair and miscellaneous services; bus passenger terminals (no maintenance); off-street parking; transportation activities, excluding airport related activities, heliports, helistops, and freight train terminals; display meeting tents; membership organizations; neighborhood fairs; publishing and printing; recyclable household goods facilities, both permanent structures and truck trailers; rental and leasing of light equipment; and rental and leasing of domestic vehicles.
- 4. 8. Radiotelephone communication facilities and radio/television transmitting and receiving facilities shall be subject to the criteria of Sections 2.03.17 and/or 6.11.24 of the 1997 Land Development Code, as applicable, except that in no case shall Special Use review be required. Said facilities shall be limited in height to 200 feet but may be allowed up to 300 feet if collocation opportunities are provided and subject to approval by the FAA and Hillsborough County Aviation Authority.
- 5. 9. The maximum height of buildings for parcels A, B, and C shall be 50 feet or 3 stories whichever is more restrictive.
- 6. 10. The developer shall be required to utilize public water and public sewer and shall pay all costs to connect for service delivery. The developer shall submit to the Planning and Growth Management Department, prior to Construction Plan or Final Plat approval, evidence of commitment from the county Department of Water and Wastewater Utilities to provide public water and public sewer services, and evidence of agreement to pay necessary costs to enable the County to provide water and public sewer services delivery.
- 7. 11. Development of the project shall be in accordance with all applicable Environmental Protection Commission regulations.
- 8. 12. The number of the access point(s) may be a total of two from the east (inclusive of the access road from the east) and two from the west-but shall be regulated by the Hillsborough County Access Management regulations as found in the Land Development Code. The design and construction of curb cuts are subject to approval by the Hillsborough County Public Works Department. Final design, if approved by Hillsborough County, may include: left turn lanes, acceleration lane(s), and deceleration lane(s).
 - 8.1 12.1 The applicant shall provide internal access to any existing or future out parcels on the site.
 - 8.2 12.2 The development shall be limited to a maximum of two (2) median openings on the North/South Brandon Corridor once said corridor is four (4) lanes, if approved by the County based on the County's Access Management Regulations. The northernmost median opening

APPLICATION NUMBER:	PD MM 23-0614	
ZHM HEARING DATE:	October 16, 2023	
BOCC LUM MEETING DATE:	December 12, 2023	Case Reviewer: Camille Krochta

shall be located at the northern portion of the property and shall accommodate the extension of the East/West Roadway. A southern opening shall be located approximately at the midpoint between the aforementioned northern access and the existing intersection of Brandon Town Center Road "B". The southern median, if approved, shall be limited to a directional median opening at such time as the roadway is extended beyond the northern boundary of the property. Additionally, the southern median opening shall be designed such that it does not conflict with the future of southbound left turning movement from the North/South Roadway onto Brandon Town Center Access Road "B". The design shall consider storage, lane length, taper, and deceleration lanes.

- <u>12.3</u> <u>Parcel D shall have one restricted right-in/right-out access on S. Gornto Lake Rd.</u>
- Parking shall be provided at a minimum rate of 1.14 parking space per affordable multi-family dwelling unit utilizing up to 25% compact parking spaces. Additionally, the developer will be required to construct 40 covered and secured bicycle parking spaces which meet the location and design criteria found within Sec.

 6.05.02.P. of the LDC. In the event, any or all of the affordable units convert to market rate housing or affordable housing for households of greater than the 80% area median income, then parking shall be provided consistent the LDC, Section 6.05.02 minimum parking rate.
- 14. The developer shall establish and maintain in operation of a dedicated on-site passenger van service for the project affordable housing residents' transportation needs.
- 15. Notwithstanding anything shown in the PD site plan or in the PD conditions to the contrary, pedestrian access shall be allowed anywhere within the project and along the project boundary consistent with the LDC.
- 16. Construction access shall be limited to those locations shown on PD site plan which are also proposed vehicular access connections. The developer shall include a note in each site/construction plan submittal which indicates same.
- 9. 17. Proof of cross access agreements for the multi-family on Parcel B, to the adjacent parcel to the north, with whom the multi-family portion of the site will be sharing access, shall be provided by the developer, prior to Site Development approval.
- 18. The developer shall dedicate to Hillsborough County, prior to site development approval or upon request from the County, to coincide with roadway improvements, whichever comes first, right-of-way up to a maximum of 128 feet in width for the North/South Brandon Corridor to accommodate a four-lane divided urban roadway. The right-of-way shall be consistent with the IP-D standards for a four-lane divided roadway provided that the right-of-way width shall be consistent with the width of the right-of-way for that portion of the North/South Brandon Corridor which has already been constructed to the south of the project. The developer shall construct two lanes of the north south road commensurate with development. The road shall be completed to the northern boundary of the project prior to Certificate of Occupancy of any adjacent development.
- 11. 19. The east/west roadway which intersects with Providence Road shall connect to the North/South Brandon Corridor. Prior to Certificates of Occupancy for any development on an adjacent site, the east/west roadway, which intersects with Providence Road, shall connect to the eastern edge of the-right-of-way for the proposed North/South Brandon Corridor, as shown on the site plan.
- 12. Development must be in accordance with all applicable regulations in the Hillsborough County Land Development Code, and in accordance with all other applicable regulations and ordinances.

APPLICATION NUMBER:	PD MM 23-0614	
ZHM HEARING DATE:	October 16, 2023	
BOCC LUM MEETING DATE:	December 12, 2023	Case Reviewer: Camille Krochta

- 20. If the notes and/or graphics on the site plan are in conflict with specific zoning conditions and/or the Land

 Development Code (LDC) regulations, the more restrictive regulation shall apply, unless specifically

 conditioned otherwise. References to development standards of the LDC in the above-stated conditions shall be interpreted as the regulations in effect at the time of preliminary site plan/plat approval.
- 21. The Development of the project shall proceed in strict accordance with the terms and conditions contained in the Development Order, the General Site Development Plan, the land use conditions contained herein, and all applicable rules, regulations, and ordinances of Hillsborough County.
- <u>In accordance with LDC Section 5.03.07.C, the certified PD general site plan shall expire for the internal transportation network and external access points, as well as for any conditions related to the internal transportation network and external access points, if site construction plans, or equivalent thereof, have not been approved for all or part of the subject Planned Development within 5 years of the effective date of the PD unless an extension is granted as provided in the LDC. Upon expiration, recertification of the PD General Site Plan shall be required in accordance with provisions set forth in LDC Section 5.03.07.C.</u>
- 44. 23. Effective as of February 1, 1990, this development order/permit shall meet the concurrency requirements of Chapter 163, Part II, Florida Statutes. Approval of this development order/permit does not constitute a guarantee that there will be public facilities in place at the time of application for subsequent development orders or permits to allow issuance of such development orders or permits.

Zoning Administrator Sign-Off:

Wed Oct 18 2023 11:00:01

SITE, SUBDIVISION, AND BUILDING CONSTRUCTION IN ACCORDANCE WITH HILLSBOROUGH COUNTY SITE DEVELOPMENT PLAN & BUILDING REVIEW AND APPROVAL.

Approval of this re-zoning petition by Hillsborough County does not constitute a guarantee that the project will receive approvals/permits necessary for site development as proposed will be issued, nor does it imply that other required permits needed for site development or building construction are being waived or otherwise approved. The project will be required to comply with the Site Development Plan Review approval process in addition to obtaining all necessary building permits for on-site structures.

APPLICATION NUMBER: PD MM 23-0614

ZHM HEARING DATE: October 16, 2023
BOCC LUM MEETING DATE: December 12, 2023

7.0 ADDITIONAL INFORMATION AND/OR GRAPHICS

The Site was owned by the County as part of the County's overall holdings within IPD 90-0029. The Applicant was awarded an RFP by the County for the purpose of developing the 77-unit affordable housing development and became the owner of the Site. The County remains the owner of the balance of the IPD 90-0029 folios.

Case Reviewer: Camille Krochta

The proposed major modification to the existing IPD will require a reduction to the commercial entitlements to allow the development of one (4) four-story 77-unit multifamily residential apartment building. The subject site is vacant, with no existing development that would conflict with this reduction in commercial entitlements as is the parent parcel site from which it is derived. Hillsborough County owns Parcel A which is utilized for drainage retention, and Parcel D (the subject site) was purchased from the County pursuant to an RFP which was awarded to the Applicant. Originally, 120,000 s.f. of commercial entitlements was permitted for Parcel A, but the proposal is to reduce that s.f. to 104,029 s.f. to ensure no additional trips are generated by the overall development by way of the proposed 77 affordable units.

The Applicant requests a waiver from the 2:1 height regulation of LDC Section 6.01.01. Specifically, the Applicant requests 50' tall buildings with a 50' distance from the north and west boundary lines, where 60' would otherwise be required. On the south, the setback is 65' and on the east, the setback is 70'. The 10' reduction from the north and west setbacks is de minimus in nature and is necessitated by the irregular shape of the Site. Where the Applicant is able to provide a greater setback it has done so, as evidenced by the south and east setbacks.

The applicant has also requested variations from the Land Development Code, Parts 6.05.00 (Parking and Loading), and 6.06.06 (Landscaping/Buffering). The applicant's requests and justifications for variations are found to meet the applicable criteria of LDC Part 5.03.06.C.6.a.1-4.

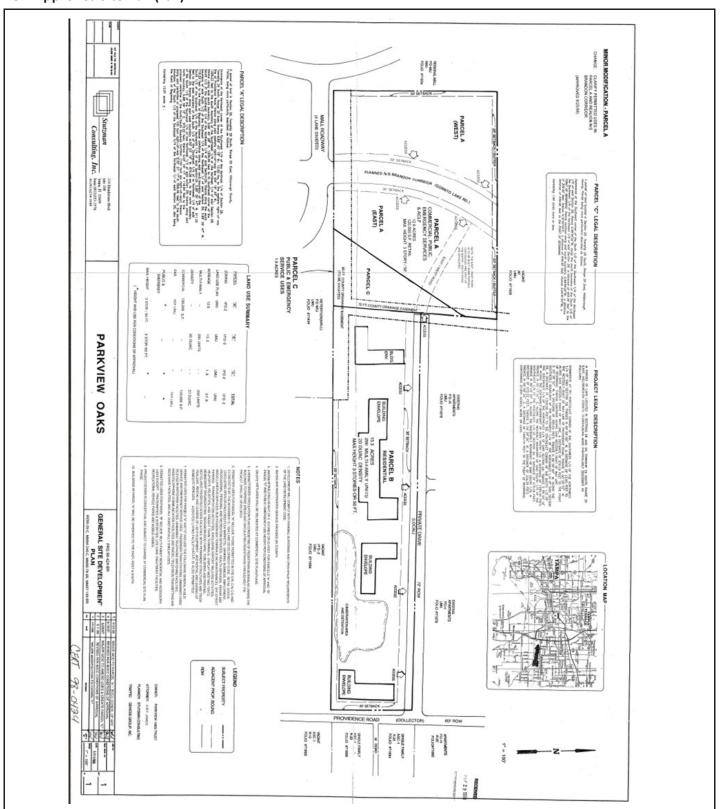
Variations Requested

Variation #1: The applicant is requesting a variation to Hillsborough County LDC Section 6.06.06 Landscaping and Buffering Requirements which requires the perimeter of the subject site to have a 10-foot wide Type "A" buffer. The Applicant requests a variation to allow a 5' Type A buffer/screening area on the north, west, and south boundaries.

Variation #2: The applicant submitted a PD Variation, requesting a reduction in the required parking rate and applicability of 25% compact parking spaces for the proposed affordable housing use. The applicant is proposing 89 parking spaces in lieu of the 135 spaces that are required per Code. Transportation staff has reviewed the variation request and found it approvable subject to the inclusion of 40 covered and secured bicycle parking spaces and provisions for an onsite passenger service for the residents' transportation needs.

8.0 SITE PLAN (FULL)

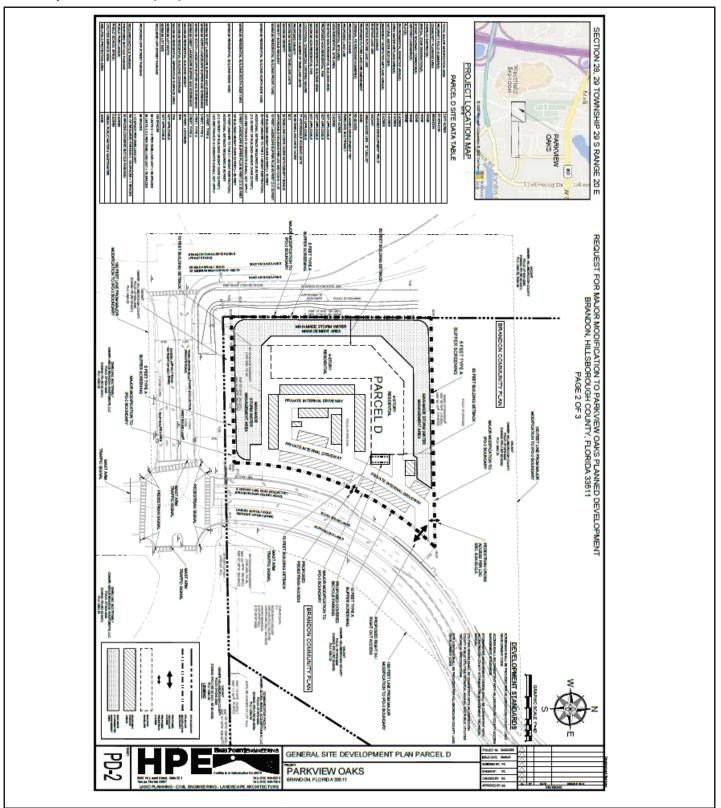
8.1 Approved Site Plan (Full)



Case Reviewer: Camille Krochta

8.0 SITE PLAN (FULL)

8.2 Proposed Site Plan (Full)



APPLICATION NUMBER: PD MM 23-0614

ZHM HEARING DATE: October 16, 2023

BOCC LUM MEETING DATE: December 12, 2023 Case Reviewer: Camille Krochta

9.0 FULL TRANSPORTATION REPORT (see following pages)

AGENCY REVIEW COMMENT SHEET

REVIEW	ng Technician, Development Services Department (ER: Richard Perez, AICP NG AREA: BR / Central	DATE: 10/04/2023 AGENCY/DEPT: Transportation PETITION NO: PD 23-0614
	This agency has no comments.	
	This agency has no objection.	
X	This agency has no objection, subject to the listed or attack	hed conditions.
	This agency objects for the reasons set forth below.	

CONDITIONS OF ZONING APPROVAL

- 1. The project shall have one restricted right-in/right-out access on S. Gornto Lake Rd.
- 2. Parking shall be provided at a minimum rate of 1.14 parking space per affordable multi-family dwelling unit utilizing up to 25% compact parking spaces. Additionally, the developer will be required to construct 40 covered and secured bicycle parking spaces which meet the location and design criteria found within Sec. 6.05.02.P. of the LDC. In the event, any or all of the affordable units convert to market rate housing or affordable housing for households of greater than the 80% area median income, then parking shall be provided consistent the LDC, Section 6.05.02 minimum parking rate.
- 3. The developer shall establish and maintain in operation of a dedicated on-site passenger van service for the project affordable housing residents' transportation needs.
- 4. Notwithstanding anything shown in the PD site plan or in the PD conditions to the contrary, pedestrian access shall be allowed anywhere within the project and along the project boundary consistent with the LDC.
- 5. Construction access shall be limited to those locations shown on PD site plan which are also proposed vehicular access connections. The developer shall include a note in each site/construction plan submittal which indicates same.

Other Conditions

• Prior to PD Site Plan Certification, the developer shall revise the Site Plan Site Data Table Proposed Off-Street Parking to state "88 spaces" at a rate of "1.18 4 spaces per dwelling unit" with a note stating "* per PD Conditions of Approval".

PROJECT SUMMARY AND ANALYSIS

The applicant is requesting to modify PD 90-0029 to allow a 4-Story, 77-unit multi-family affordable housing development on a +/- 2.58-acre parcel. The subject property is currently entitled to 15,971sf of commercial uses.

The site is located at the northwest corner of S. Gornto Lake Rd. and Town Center Blvd. The Future Land Use designation of the site is UMU-20.

Trip Generation Analysis

The applicant submitted a trip generation and site access analysis as required by the Development Review Procedures Manual (DRPM). Staff has prepared a comparison of the trips potentially generated under the existing and proposed zoning designations, utilizing a generalized worst-case scenario. Data presented below is based on the Institute of Transportation Engineer's Trip Generation Manual, 11th Edition.

Staff notes that the trip generation analysis was based on ITE Land Use Code 223 which encompasses all types of affordable housing units, i.e. townhouses, low-rise, mid-rise and high-rise apartments, and is the most trip intense affordable housing land use code.

Approved Zoning:

Approved Zoning.			
Zoning, Lane Use/Size	24 Hour	Total Peak Hour Trips	
3,	Two-Way Volume	AM	PM
PD: 6,000sf Gas Station w/ Convenience (ITE 945)	3,914	340	328
PD: 6,000sf Fast Food Rest-Drive Thru (ITE 934)	2,804	268	198
PD: 3,971sf (1-Tunnel) Carwash (ITE 948)	780*	78*	78
Gross Trips	7,498	608	604
Internal Capture	N/A	0	0
Pass-by Trips	N/A	314*	314
Net External Trips	7,498	294	290

^{*}Estimated by staff as ITE Trip Generation/OTIS software does not provide data for this these periods.

Proposed Zoning:

Zoning, Lane Use/Size	24 Hour	Total Peak Hour Trips	
<u>C</u> ,	Two-Way Volume	AM	PM
PD: 77 Units Affordable Housing (ITE 223)	427	42	43

Trip Generation Difference:

Zoning, Lane Use/Size	24 Hour	Total Peak Hour Trips	
Zonnig, Lane Use/Size	Two-Way Volume	AM	PM
Difference	-7,071	-252	-247

The proposed rezoning would generally result in a decrease of trips potentially generated by development of the subject site by -7,071 average daily trips, -252 AM peak hour trips, and -247 p.m. peak hour.

TRANSPORTATION INFRASTRUCTURE SERVING THE SITE

S. Gornto Lake Rd. is a 4-lane, divided, urban collector roadway maintained by the County with +/-12-foot travel lanes, bicycle lanes and sidewalks on both sides encompassed within a +/-100-foot right of way.

The segment of S.Gornto Lake Rd. in front of the subject site is not included in the Hillsborough County Corridor Preservation Plan.

Town Center Blvd. is a private divided, urban local roadway serving as the entrance to the Brandon Town Center Mall. The roadway consists of +/-11-foot lanes, sidewalks on both sides, a landscaped median and no bicycle lanes with +/-100 feet of right of way.

SITE ACCESS

The project proposes one restricted right-in/right-out access connection to S. Gornto Lake Rd.

Cross access is not proposed to the north as the property consists of substantial wetlands and stormwater retention areas.

The applicant's traffic engineer conducted a site access analysis that found no site access improvements warranted at the projects access connection or at the next closest median opening turn lane to the north of the site on Gornto Lake Rd.

REQUESTED PD VARIATION – OFF-STREET PARKING

The applicant submitted a PD Variation, requesting a reduction in the required parking rate and applicability of 25% compact parking spaces for the proposed affordable housing use. The Land Development Code requires 1.5 parking spaces per 1-room multifamily dwelling unit and 2.0 parking spaces for 2 or more room multifamily dwelling units. As such, the project's 39 single room dwelling units and 38 two or more room dwelling units would require 135 parking spaces. The applicant is proposing parking at a rate of 1.143 spaces per unit (for all 77 units).

The 5th Edition of the Institute of Transportation Engineer's Parking Generation Manual provides data indicating a 95% confidence interval ranging from 0.89 to 1.09 and the 85th percentile of 1.33 with the specific finding of 1.33 spaces per dwelling applicable to general urban/suburban settings like the subject property.

Staff has reviewed the ITE data and recommends approval the request, subject to conditions. These conditions include the applicant's proposed 40 covered and secured bicycle parking spaces and the provision of an on-site passenger van service for the project's residents to assist with trips to daily needs. Staff also notes that the project is comprised of all affordable units split between 80% or less area median income households and 50% or less area median income households. Additionally, 20% of the units are dedicated to special needs households.

LEVEL OF SERVICE (LOS)

Level of Service (LOS) information is reported below.

FDOT Generalized Level of Service				
Roadway	From	LOS Standard	Peak Hr Directional LOS	
GORNTO LAKE RD	SR 60	TOWN CENTER BLVD	D	С
TOWN CENTER BLVD	BRANDON TOWN CENTER	PROVIDENCE RD	Е	С

Source: 2020 Hillsborough County Level of Service (LOS) Report

COUNTY OF HILLSBOROUGH

RECOMMENDATION OF THE LAND USE HEARING OFFICER

APPLICATION NUMBER: MM 23-0614

DATE OF HEARING: October 16, 2023

APPLICANT: Town Center Brandon Development,

LLC

PETITION REQUEST: The Major Modification request is to

modify PD 90-0029 to reduce the

commercial entitlements from 120,000 to 104,029 to permit the development of affordable housing on proposed Parcel D which would be entitled to 15, 971 square feet of commercial land uses

LOCATION: 200 feet Northeast of the Intersection

Town Center Blvd. and Brandon Town

Center Drive

SIZE OF PROPERTY: 2.58 acres, m.o.l.

EXISTING ZONING DISTRICT: IPD-2 90-0029

FUTURE LAND USE CATEGORY: UMU-20

SERVICE AREA: Urban

COMMUNITY PLAN: Brandon

DEVELOPMENT REVIEW STAFF REPORT

*Note: Formatting issues prevented the entire Development Services
Department staff report from being copied into the Hearing Master's
Recommendation. Therefore, please refer to the Development Services
Department web site for the complete staff report.

1.0 APPLICATION SUMMARY

Development Services Department



Applicant: Town Center Brandon Development Associates, LLC

FLU Category: UMU-20 Service Area: Urban

Site Acreage: 2.58 Acres +/-

Community Plan Area: Brandon

Overlay: None

Location: Town Center Blvd. / Gornto Lake Rd.

Introduction Summary:

History: The subject parcel is currently zoned IPD-2 90-0029 most recently modified by PRS 98-0424. The development would allow up to 260 multi-family units on Parcel B and 120,000 of commercial use on Parcel A. Currently, Parcel A is undeveloped.

Current Request: The applicant is requesting to develop a portion of Parcel A (proposed Parcel D) with a 77-unit 100% affordable multi-family development through funds awarded by the Hillsborough County "Hope" program in conjunction with an Affordable Housing Density Bonus.

PD Variation(s): LDC Part 6.06.00 (Landscaping/Buffering)

LDC Part 6.05.00 (Parking/Loading)

Land Development 6.01.01, Endnote 8 (schedule of eliminate the requirement for an	n additional 2 feet of setback
Code for every 1 foot of structure heigh	

Planning Commission Recommendation: Consistent

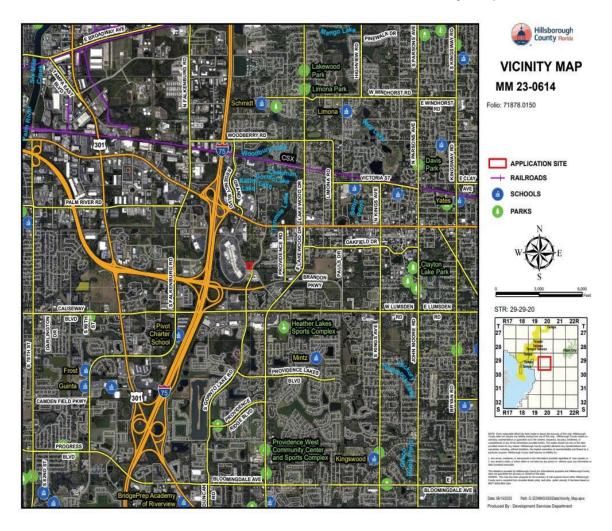
Development Services Recommendation: Approvable, subject to proposed conditions

Request:

Reduce Commercial entitlements on Parcel A from 120,000 to 104,029.

Approval is being requested to allow an affordable housing project on proposed Parcel D, which would be entitled to 15,971 SF of commercial development.

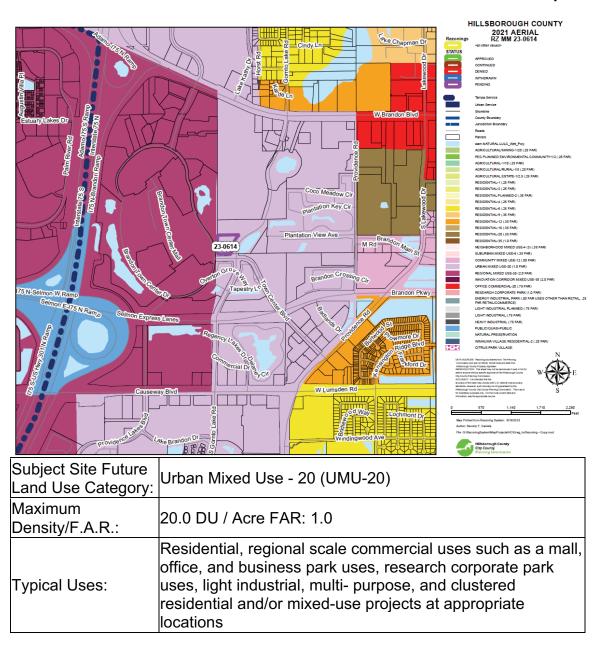
2.0 LAND USE MAP SET AND SUMMARY DATA 2.1 Vicinity Map



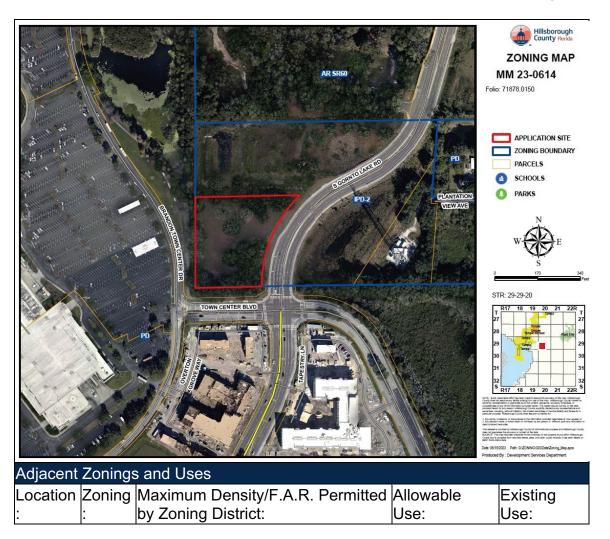
Context of Surrounding Area:

The surrounding area includes the Brandon Mall to the west across Brandon Town Center Drive, existing multi-family development to the south and southeast across Town Center Blvd., vacant land to the north, and vacant land and multi-family development to the east across Gornto Lake Road.

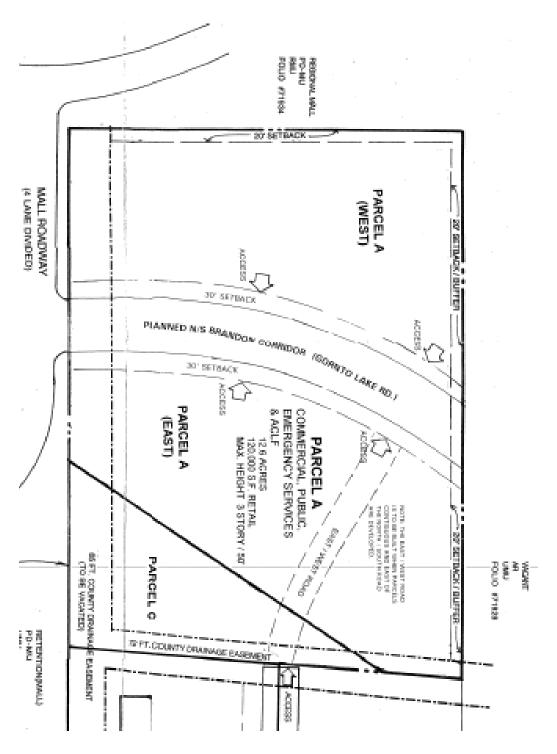
2.0 LAND USE MAP SET AND SUMMARY DATA 2.2 Future Land Use Map



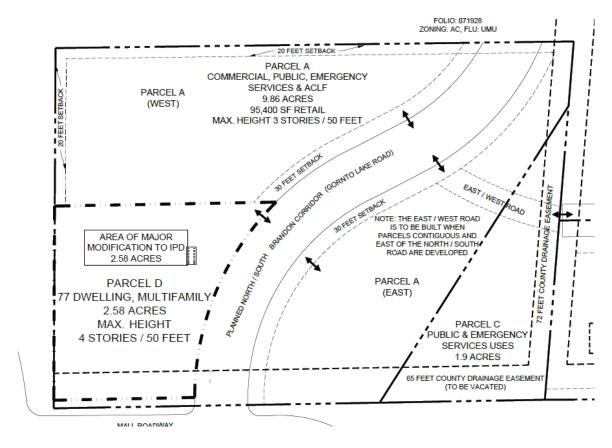
2.0 LAND USE MAP SET AND SUMMARY DATA 2.3 Immediate Area Map



.0 LAND USE MAP SET AND SUMMARY DATA



2.5 Proposed Site Plan (partial provided below for size and orientation purposes. See Section 8.0 for full site plan)



Classification Current Conditions Select Future Improvements

3.0 TRANSPORTATION SUMMARY (FULL TRANSPORTATION REPORT IN SECTION 9 OF STAFF REPORT)					
Adjoining	Roadways (che	eck if applicable)			
S Gornto Lake Rd.	County Collector - Urban	4 Lanes □Substandard Road ⊠Sufficient ROW Width	□ Corridor Preservation Plan□ Site Access Improvements□ Substandard RoadImprovements □Other		
Town Center Blvd.	Private	2 Lanes □Substandard Road ⊠Sufficient ROW Width	 □ Corridor Preservation Plan □ Site Access Improvements □ Substandard Road Improvements □ Other 		

Project Trip Generation □Not applicable for this request

Design Exception/Administrative Variance ⊠Not applicable for this request

4.0 ADDITIONAL	SITE INFOR	RMAIIC	JN & A	AGE	NCY CC	M	MENIS SUMMARY
INFORMATION/RING AGENCY	EVIEWI						
Environmental:	s	mment eived	Objec s	tion	Conditi ns Reques d		Additional Information/Comme nts
Environmental Pro Conservation & En				ıral R	Resource	es	
Check if Applicable ☐ Wetlands/Other		iters					
☐ Use of Environn	nentally Sen	sitive L	and C	redit			
□ Wellhead Protect□ Surface Water F		otectior	n Area	1			
□ Potable Water V □ Coastal High Ha □ Urban/Suburbar	azard Area			·			
☐ Other							
Public Facilities:	Comments Received	Objec	tions				lditional ormation/Comments
Transportation ☐ Design Exc./Adm. Variance Requested ☐ Offsite Improvements Provided	⊠ Yes □No	□ Yes	⊠No	⊠ Y	AC IIVIA		Variation for reduced rking requested.
Service Area/ Water &	⊠ Yes	□ Yes	⊠No	□ Y	es ⊠No		

Wastewater

□No

⊠Urban □ City of Tampa				
□Rural □ City of Temple Terrace				
Hillsborough County School Board				
Adequate ⊠ K-5 ⊠6-8 ⊠9-12 □N/A Inadequate □ K-5 □6-8 □9- 12 ⊠N/A	⊠ Yes □No	□ Yes ⊠No	□ Yes ⊠No	
Impact/Mobility F	ees:			
\$143,967	\$122,550 \$ 34,200 \$ ²	1,555 * 12 ur		50 \$3,891 * 37 units =
65,800		1,126 * 40 u	nits = \$ 45,0 ⁴	40 \$1,645 * 40 units = \$
\$249 * 77 units = \$ Comprehensive	19,173 Comments		Conditions	Additional
Plan:	Received	Findings		Information/Comments
Planning Commission ☐ Meets Locational Criteria				

5.0 IMPLEMENTATION RECOMMENDATIONS

5.1 Compatibility

The subject property is located at the intersection of Town Center Blvd and Gornto Lake Rd. South and is within the Brandon Community Planning area. The applicant is requesting a Major Modification to Interstate Planned Development (IPD-2 90-0029) to allow for a 77-unit (via the affordable housing density bonus) 100% affordable housing development with HOPE funds awarded from Hillsborough County. The current zoning for the property is Interstate Planned Development-2 (IPD-2), with additional IPD-2 zonings located to the north and east. The areas directly to the west and south of the property are zoned as Planned Development (PD). Further north, there are Agricultural Rural (AR) zonings, as well as pockets of IPD-2 and PD to the northeast.

Development of the site meets the Comprehensive Plan requirements for the Affordable Housing Development density bonus, specifically, the criteria defined in the Housing Element Policy 1.3.1/1.3.2. The applicant has signed a Land Use Restriction Agreement that ensures the site will be used for affordable housing until 2076, exceeding the required minimum of 30 years.

The site is located within the Hillsborough County Urban Service Area; therefore, the subject property should be served by Hillsborough County Water and Wastewater Service which does not guarantee water or wastewater service or a point of connection. The developer is responsible for submitting a utility service request at the time of development plan review and will be responsible for any on-site improvements as well as possible off-site improvements

Given the above, staff finds the proposed modification to be compatible with the surrounding properties and in keeping with the general development pattern of the area and staff has not found any compatibility issues related to the request.

5.2 Recommendation

Based on the above considerations, staff recommends approval of the request subject to conditions.

Zoning conditions were presented to the Zoning Hearing Master at the hearing and are hereby incorporated into the Zoning Hearing Master's recommendation.

SUMMARY OF HEARING

THIS CAUSE came on for hearing before the Hillsborough County Land Use Hearing Officer on October 16, 2023. Ms. Michelle Heinrich of the Hillsborough County Development Services Department introduced the petition.

Ms. Kami Corbett testified on behalf of Blue Sky Communities which is a Tampa based affordable housing developer. Ms. Corbett presented a PowerPoint presentation and stated that the project is a public/private partnership on property that is owned by Hillsborough County. The County issued an RFP in 2021 for surplus property for the construction of affordable housing. The funding for the project was approved by the Board in March of 2023. Ms. Corbett described the surrounding land uses and stated that the subject property is located east of I-75 adjacent to the Brandon mall. She showed a copy of the PD site plan and stated that Parcel A has been reduced to create a new Parcel D which is proposed to have 77 affordable multi-family residential dwelling units. The number of units are achieved by utilizing the affordable housing density bonus for up to 30 dwelling units per acre. The multi-family project will be four stories in height with a maximum of 50 feet. Ms. Corbett explained that the commercial entitlements were reduced to ensure that the transportation impacts had a neutral affect therefore, the number of trips attributed to the 77 units resulted in the corresponding reduction of the commercial square footage. She stated that all 77 units would be affordable. A setback waiver is requested pertaining to the additional 2 to 1 setback for buildings over 20 feet in height which results in a waiver of approximately 10 feet. A PD variation is requested from the buffer to reduce it from 10 feet to 5 feet but given the location of the site, there are no negative impacts to surrounding properties. Finally, an alternative parking standard of 1.14 spaces per dwelling unit is requested resulting in a total of 88 spaces. Ms. Corbett detailed the justification for the parking variation and sated that there are no adverse impacts to the surrounding area.

Ms. Camille Krochta of the Development Services Department, testified regarding the County staff report and stated that the proposed modification to PD 90-0029 to develop a 77 unit 100 percent affordable multi-family development through funds awarded by the Hillsborough County Hope Program in conjunction with an affordable housing density bonus. Ms. Krochta detailed the location of the subject property and the surrounding land uses. She described the requested reduction in commercial entitlements and the requested waiver and PD variations regarding parking and landscape buffering. Staff found the Modification to be compatible with the surrounding area and finds the request approvable with the proposed conditions.

Ms. Karla Llanos of the Planning Commission testified regarding the Planning Commission staff report. Ms. Llanos described the surrounding land use categories and stated that staff reviewed the density bonus for affordable housing and stated that it must be memorialized in the development order with a deed restriction, land use restriction agreement or other mechanism determined by the County Attorney's Office to obtain the bonus. Ms. Llanos testified that the project is consistent with the Brandon Community Plan and the Comprehensive Plan.

Hearing Master Finch asked audience members if there were any proponents of the application. None replied.

Hearing Master Finch asked audience members if there were any opponents of the application. None replied.

County staff and Ms. Corbett did not have additional comments.

Hearing Master Finch then concluded the hearing.

EVIDENCE SUBMITTED

Ms. Corbett submitted a copy of her PowerPoint presentation and documents regarding the County owned land, RFP and funding for the public/private partnership into the record.

PREFACE

All matters that precede the Summary of Hearing section of this Decision are hereby incorporated into and shall constitute a part of the ensuing Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

- 1. The subject site is 2.58 acres and is zoned Planned Development (IPD 90-0029). The property is designated UMU-20 by the Comprehensive Plan and located in the Urban Service Area and the Brandon Community Planning Area.
- 2. The Planned Development (PD) is sectioned into Parcels A, B and C and is approved for 120,000 square feet of commercial land uses, 260 multifamily dwelling units with passenger train stations, unmanned cable television switching facilities, unmanned telephone switching facilities, radiotelephone communication facilities and radio/television transmitting and receiving facilities on a portion of the site.
- 3. The Major Modification requests to reduce the commercial entitlements from 120,000 square feet to 104,029 square feet and add 77 affordable multi-family dwelling units on new Parcel D by utilizing a density bonus for affordable housing provided in the Comprehensive Plan.
- 4. Planned Development Variations are requested regarding landscaping and buffering and parking standards.

Specifically, the applicant is requesting to reduce the required 10 foot buffer on the north, south and western perimeter to 5 feet. The applicant justifies the request by stating that the site is relatively small and irregular in shape which constrains the design of the project and associated infrastructure such as parking and stormwater facilities.

The applicant also request a Variation to the required parking for the multifamily units. The Land Development Code requires 1.5 and 2.0 spaces per unit based upon the number of bedrooms. A Variation to provide 0.7 spaces per bedroom is requested and based upon the use of compact parking spaces and that of the 77 affordable multi-family units, 20 will accommodate special needs citizens where typically only 10% of such units require a parking space. The applicant has stated that 40 bicycle parking spaces will be provided.

The Variation requests pertaining to the required buffering and parking ratio meets Land Development Code Section 5.03.06.C.6(b) as the affordable multi-family housing project is located in an area developed with a regional mall, cemetery and multi-family residential and is in harmony with the purpose and intent of the Code and will not substantially interfere with the rights of adjacent property owners.

- 5. A waiver is requested to the required 2 to 1 additional setback for buildings over 20 feet in height. The multi-family units are proposed to be 4 stories in height with a maximum height of 50 feet. The waiver is justified by the development pattern in the area which consists of the Brandon Mall to the west, a multi-family project to the south, a utility tower to the east and a cemetery to the north.
- 6. The Planning Commission supports the Modification. Staff reviewed the requested density bonus for affordable housing and stated that it must be memorialized in the development order with a deed restriction, land use restriction agreement or other mechanism determined by the County Attorney's Office to obtain the bonus. The Planning Commission staff testified that the project is consistent with the Brandon Community Plan and the Comprehensive Plan.
- The applicant testified that the approved commercial entitlements were reduced to accommodate the traffic generated by the proposed multifamily project thereby not increasing the project traffic already approved in the PD.
- 8. The Major Modification request is compatible with the development pattern in the area and consistent with the Comprehensive Plan and Land Development Code.

FINDINGS OF COMPLIANCE/NON-COMPLIANCE WITH THE HILLSBOROUGH COUNTY COMPREHENSIVE PLAN

The Major Modification request is in compliance with and does further the intent of the Goals, Objectives and the Policies of the Future of Hillsborough Comprehensive Plan.

CONCLUSIONS OF LAW

Based on the Findings of Fact cited above, there is substantial competent evidence to demonstrate that the requested Major Modification to the Planned Development zoning is in conformance with the applicable requirements of the Land Development Code and with applicable zoning and established principles of zoning law.

SUMMARY

The Planned Development (PD) is sectioned into Parcels A, B and C and is approved for 120,000 square feet of commercial land uses, 260 multi-family dwelling units with passenger train stations, unmanned cable television switching facilities, unmanned telephone switching facilities, radiotelephone communication facilities and radio/television transmitting and receiving facilities on a portion of the site.

The Major Modification requests to reduce the commercial entitlements from 120,000 square feet to 104,029 square feet and add 77 affordable multi-family dwelling units on new Parcel D by utilizing a density bonus for affordable housing provided in the Comprehensive Plan. The applicant testified that the approved commercial entitlements were reduced to accommodate the traffic generated by the proposed multi-family project thereby not increasing the project traffic already approved in the PD.

The applicant also requests Planned Development Variations regarding landscaping and buffering and to the required parking for the multi-family units.

Specifically, the applicant is requesting to reduce the required 10 foot buffer on the north, south and western perimeter to 5 feet. The applicant justifies the request by stating that the site is relatively small and irregular in shape which constrains the design of the project and associated infrastructure such as parking and stormwater facilities.

The Land Development Code requires 1.5 and 2.0 spaces per unit based upon the number of bedrooms. A Variation to provide 0.7 spaces per bedroom is requested and based upon the use of compact parking spaces and that of the 77 affordable multi-family units, 20 will accommodate special needs citizens where

typically only 10% of such units require a parking space. The applicant has stated that 40 bicycle parking spaces will be provided.

The Variation requests pertaining to the required buffering and parking ratio meets Land Development Code Section 5.03.06.C.6(b) as the affordable multifamily housing project is located in an area which is developed with a regional mall, cemetery and multi-family residential and is in harmony with the purpose and intent of the Code and will not substantially interfere with the rights of adjacent property owners.

A waiver is requested to the required 2 to 1 additional setback for buildings over 20 feet in height. The multi-family units are proposed to be 4 stories in height with a maximum height of 50 feet. The waiver is justified by the development pattern in the area which consists of the Brandon Mall to the west, a multi-family project to the south, a utility tower to the east and a cemetery to the north.

The Major Modification request is compatible with the development pattern in the area and consistent with the Comprehensive Plan and Land Development Code.

RECOMMENDATION

Based on the foregoing, this recommendation is for **APPROVAL** of the Major Modification to Planned Development 90-0029 as indicated by the Findings of Fact and Conclusions of Law stated above subject to the zoning conditions prepared by the Development Services Department.

November 6, 2023

Date

Susan M. Finch, AICP Land Use Hearing Officer

Sum M. Fine



Unincorporated Hillsborough (Unincorporated Hillsborough County Rezoning			
Hearing Date: October 16, 2023 Report Prepared: October 4, 2023	Petition: MM 23-0614 No Street Number (Folio: 71878.0150) Northeast of the Town Center Boulevard and Brandon Town Center Drive Intersection			
Summary Data:				
Comprehensive Plan Finding	CONSISTENT			
Adopted Future Land Use	Urban Mixed Use-20 (20 du/ga; 1.0 FAR)			
Service Area	Urban Service Area			
Community Plan	Brandon			
Request	Major Modification (MM) to Interstate Planned Development 90-0029 to allow for a 77-unit affordable housing development.			
Parcel Size	2.58 ± acres			
Street Functional Classification	Gornto Lake Road South– County Collector Town Center Boulevard- Local			
Locational Criteria	N/A			
Evacuation Zone	E			



Plan Hillsborough planhillsborough.org planner@plancom.org 813 - 272 - 5940 601 E Kennedy Blvd 18th floor Tampa, FL, 33602

Context

- The 2.58 ± acre subject site is located northeast of the Town Center Boulevard and Brandon Town Center Drive Intersection.
- The site is located within the Urban Service Area and the limits of the Brandon Community Plan.
- The subject property is located within the Urban Mixed Use-20 (UMU-20) Future Land Use category, which can be considered for a maximum density of 20 dwelling units per acre and a maximum intensity of 1.0 FAR. The UMU-20 Future Land Use category shall be urban in intensity and density of uses. Typical uses of UMU-20 include residential, regional scale commercial uses such as a mall, office and business park uses, research corporate park uses, light industrial, multi-purpose and clustered residential and/or mixed-use projects at appropriate locations.
- UMU-20 surrounds the subject site directly to the north, east and south. West of the site is the Residential Mixed Use-35 (RMU-35). Further west and southwest is Public/Quasi Public (P/QP). Further northeast and southeast is the Residential-12 (RES-12) and further east are the Community Mixed Use-12 (CMU-12), Residential-20 (RES-20), and Office Commercial-20 (OC-20) Future Land Use categories.
- The subject site currently has public/quasi-public/ institution uses and is surrounded by additional public/quasi-public/ institution uses to the north and east. The area directly west of the subject site is vacant. South from the site past Town Center Boulevard are multifamily uses, additional multi-family uses are found further east. In addition, further east there are public communications/ utility uses. Add in light commercial surrounding the site to the west.
- The subject site is currently zoned as Interstate Planned Development-2 (IPD-2). Additional IPD-2 zonings exist to the north and east. Directly west and south of the subject site are Planned Development (PD) zonings. Further north is Agricultural Rural (AR) zonings, as well as pockets of IPD-2 and PD further northeast as well.
- The applicant is requesting a Major Modification to Interstate Planned Development (IPD-2) to allow for 77 affordable housing development units.

Compliance with Comprehensive Plan:

The following Goals, Objectives and Policies apply to this rezoning request and are used as a basis for a consistency finding.

FUTURE LAND USE ELEMENT

Urban Service Area (USA)

Objective 1: Hillsborough County shall pro-actively direct new growth into the urban service area with the goal that at least 80% of all population growth will occur within the USA during the planning horizon of this Plan. Within the Urban Service Area, Hillsborough County will not impede agriculture. Building permit activity and other similar measures will be used to evaluate this objective.

Policy 1.2:

Minimum Density All new residential or mixed use land use categories within the USA shall have a density of 4 du/ga or greater unless environmental features or existing development patterns do not support those densities. Within the USA and in categories allowing 4 units per acre or greater, new development or redevelopment shall occur at a density of at least 75% of the allowable density of the land use category, unless the development meets the criteria of Policy 1.3.

Policy 1.4: Compatibility is defined as the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include the following: height, scale, mass and bulk of structures, pedestrian or vehicular traffic, circulation, access and parking impacts, landscaping, lighting, noise, odor and architecture. Compatibility does not mean "the same as." Rather, it refers to the sensitivity of development proposals in maintaining the character of existing development.

Land Use Categories

Objective 8: The Future Land Use Map will include Land Use Categories which outline the maximum level of intensity or density and range of permitted land uses allowed and planned for an area. A table of the land use categories and description of each category can be found in Appendix A.

Policy 8.1: The character of each land use category is defined by building type, residential density, functional use, and the physical composition of the land. The integration of these factors sets the general atmosphere and character of each land use category. Each category has a range of potentially permissible uses which are not exhaustive, but are intended to be illustrative of the character of uses permitted within the land use designation. Not all of those potential use are routinely acceptable anywhere within that land use category.

Relationship To Land Development Regulations

Objective 9: All existing and future land development regulations shall be made consistent with the Comprehensive Plan, and all development approvals shall be consistent with those development regulations as per the timeframe provided for within Chapter 163, Florida Statutes. Whenever feasible and consistent with Comprehensive Plan policies, land development regulations shall be designed to provide flexible, alternative solutions to problems.

Policy 9.1: Each land use plan category shall have a set of zoning districts that may be permitted within that land use plan category, and development shall not be approved for zoning that is inconsistent with the plan.

Policy 9.2: Developments must meet or exceed the requirements of all land development regulations as established and adopted by Hillsborough County, the state of Florida and the federal government unless such requirements have been previously waived by those governmental bodies.

Neighborhood/Community Development

Objective 16: Neighborhood Protection The neighborhood is a functional unit of community development. There is a need to protect existing neighborhoods and communities and those that will emerge in the future. To preserve, protect and enhance neighborhoods and communities, all new development must conform to the following policies.

Policy 16.1: Established and planned neighborhoods and communities shall be protected by restricting incompatible land uses through mechanisms such as:

- a) locational criteria for the placement of non-residential uses as identified in this Plan.
- b) limiting commercial development in residential land use categories to neighborhood scale:
- c) requiring buffer areas and screening devices between unlike land uses;

Policy 16.2: Gradual transitions of intensities between different land uses shall be provided for as new development is proposed and approved, through the use of professional site planning, buffering and screening techniques and control of specific land uses.

Policy 16.3: Development and redevelopment shall be integrated with the adjacent land uses through:

- a) the creation of like uses; or
- b) creation of complementary uses; or
- c) mitigation of adverse impacts; and
- d) transportation/pedestrian connections

Policy 16.8: The overall density and lot sizes of new residential projects shall reflect the character of the surrounding area, recognizing the choice of lifestyles described in this Plan.

Policy 16.10: Any density increase shall be compatible with existing, proposed or planned surrounding development. Compatibility is defined as the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include the following: height, scale, mass and bulk of structures, pedestrian or vehicular traffic, circulation, access and parking impacts, landscaping, lighting, noise, odor and architecture. Compatibility does not mean "the same as". Rather, it refers to the sensitivity of development proposals in maintaining the character of existing development.

Residential-Targeted Groups and Incentives

Objective 20: The County shall encourage new development and redevelopment of residential housing for special target groups of people. The provisions specified within the Housing Element of the Comprehensive Plan shall be applied with respect to the following policies.

Policy 20.1: The provision of affordable housing shall be given high priority consideration by Hillsborough County. By 2009, development incentives shall be explored and implemented by Hillsborough County that will increase the housing opportunities for very low, low-income households and workforce housing that are consistent with and further the goals, objectives and policies within the Housing Element.

Policy 20.2: Density bonuses will be utilized as an incentive to encourage the development of more affordable housing. These density bonuses are outlined in the Housing Element.

Community Design Component

4.2 SUBURBAN RESIDENTIAL CHARACTER

GOAL 8: Preserve existing suburban uses as viable residential alternatives to urban and rural areas.

5.1 COMPATIBILITY

GOAL 12: Design neighborhoods which are related to the predominant character of the surroundings.

OBJECTIVE 12-1: New developments should recognize the existing community and be designed in a way that is compatible (as defined in FLUE policy 1.4) with the established character of the surrounding neighborhood.

HOUSING SECTION

Affordable Housing Density Bonus

Objective 1.3: Density bonuses will be utilized as an incentive to encourage the development of more affordable housing.

Policies 1.3.1: The maximum level of residential density and/or the maximum retail commercial Floor Area Ratio (FAR) permitted in each land use category may be increased, with project specific approval by the Board of County Commissioners and without requiring a Comprehensive Plan amendment, when the purpose for the increase is to provide moderate, low, very low, or extremely low-income affordable housing. Such an increase in density and/or Floor Area Ratio shall be part of an official request to rezone the subject parcel.

Policy 1.3.2: In order to qualify for use of the Affordable Housing Density Bonus, the project shall meet the following criteria:

- a. The site shall be wholly located within the Urban Service Area.
- b. The site shall be in one of the residential or commercial Future Land Use categories as indicated in Table 1: Allowable Densities and Intensities for the Provision of Affordable Housing. The density bonus does not change the Future Land Use Map designation.
- c. The site shall be serviced by public water and sewer and have access to public streets.
- d. The units shall remain affordable for a minimum of 30 years.
- e. The bonus shall be memorialized in a Development Order as well as a deed restriction, Land Use Restriction Agreement, or other mechanism as determined by the County Attorney's Office.
- f. For projects that are proposed to be a mix of market rate and affordable units: The affordable units must be developed within the same project site as any market rate units provided; the affordable units shall not be transferred to a different site.
- g. Units shall be equitably and evenly distributed by location, type, and construction.
- h. A minimum 20% of the total number of units proposed shall be deemed affordable to households making 100% or less Area Median Income. The distribution of affordable units shall be as follows for properties greater than one acre:
- i. A minimum fifty percent (50%) of affordable units shall be set aside for incomes at 60% or below Area Median Income,
- ii. The remaining affordable units not to exceed fifty percent (50%) shall be set

aside for incomes at 100% or below Area Median Income.
i. To encourage residential infill and appropriate scale of transition, properties

LIVABLE COMMUNITIES ELEMENT- Brandon Community Plan

Goal 4: Preserve Brandon's family-friendly small-town qualities by promoting and enhancing the sense of place and community.

Goal 6: Re-establish Brandon's historical, hospitable, and family oriented character through thoughtful planning and forward-thinking development practices by concentrating density in certain areas to preserve the semi-rural lifestyle of other areas. Attempt to buffer and transition uses in concentric circles where possible with most intense uses in an area at a node (intersection) and proceeding out from there. Create a plan for how areas could be developed and redeveloped for the future. Each of these areas would have potential for different building heights, parking configurations, fencing, buffering, landscape requirements, special use limitations, and design standards. These standards apply to new construction on infill property, redevelopment of undesirable areas and renovation of existing buildings. The primary consideration of all changes should be compatibility with existing structures to ensure neighborhood preservation.

- **5.** General design characteristics for each Brandon Character District are described below. The design characteristics are descriptive as to the general nature of the vicinity and its surroundings and do not affect the Future Land Use or zoning of properties in effect at the time of adoption of the Brandon Community Plan. Any proposed changes to the zoning of property may proceed in accordance with the Land Development Code.
- **a.** Urban Center -- This area contains the most intense land uses and includes regional shopping areas and the State Road 60 Overlay District. Commercial and mixed-use developments will be encouraged with varying building heights between 3-10 stories.
- **b**. Urban General, including Brandon Main Street Mixed use building types immediately adjacent to the Urban Center District designed to accommodate retail, offices and dwellings including row houses, town houses and multi-family housing. This district will contain a tight network of streets and blocks with wide sidewalks, consistent street tree planting and buildings 2-5 stories set close to the building setback line. Property within the Brandon Main Street (BMS) zoning districts shall be governed by the Brandon Main Street Development Regulations as set forth in the Land Development Code.

Staff Analysis of Goals, Objectives and Policies:

The 2.58 ± acre subject site is northeast of the Town Center Boulevard and Brandon Town Center Drive intersection. The subject site is located in the Urban Service Area (USA). It is located within the limits of the Brandon Community Plan. The subject site is designated as Urban Mixed Use-20 (UMU-20) on the Future Land Use Map. The applicant is requesting a Major Modification (MM) from Interstate Planned Development (IPD 90-0029) to allow for a 77-unit affordable housing development. Part of this application includes a density bonus for affordable housing.

The proposal meets the intent of Objective 1 and Policies 1.2 and 1.4 of the Future Land Use Element of the Comprehensive Plan (FLUE) by providing a residential use within the USA where 80 percent of future growth is to be directed. The proposal with the affordable housing density bonus would meet the 75% allowable density for new development within the USA of Policy 1.2 and it would also meet the compatibility requirements of Policy 1.4 as the character of the area contains a wide variety of uses. The subject site currently has a public/quasi-public/institution. Additional public/quasi-public uses exist to the north and east. Directly west of the subject site the area is vacant, to the south past Town Center Boulevard there are multi-family uses, and additional multi-family uses can be found further east, as well as public communications/utility uses.

Per Policy 1.3.1 of the Housing Section, the affordable housing density bonus would allow for the maximum level of residential density in each land use category to be increased. In order to qualify for the bonus, certain criteria per Policy 1.3.2 must be met. The applicant has submitted a narrative stating how the project will meet the criteria. The site is wholly within the USA and the UMU-20 Future Land Use category which is indicated in Table 1 of Policy 1.3.1. The applicant states that the site will be served by Hillsborough County water and sewer. The subject site will have access to Gornto Lake Road South and Town Center Boulevard which are public streets. The applicant has agreed to keep the units affordable for a minimum of 30 years. The applicant will agree to memorialize the bonus in a Development Order as well as a deed restriction, Land Use Restriction Agreement, or other mechanism as determined by the County Attorney's Office. Thus, meeting the criteria of a, b, c, and d. The applicant has also stated that a mix of market rate and affordable units are not being requested nor will they be transferred to a different site. Therefore, all units will be affordable and meet criteria f, q and h. The ± 2.58 -acre property will provide all units at or below 80% Average Median Income (AMI) per criterion i.

Per FLUE Objective 8, the Future Land Use categories outline the maximum level of intensity or density and range of permitted land uses allowed in each category. UMU-20 allows a maximum consideration of up to 1.0 FAR, or up to 20.0 dwelling units/gross acre. Currently, on the subject site of \pm 2.58 acres (2.58 x 20) only 51 dwelling units are allowed. Per Table 1 in Policy 1.3.1 of the Affordable Housing Density Bonus, within the UMU-20 category the density increase allows for maximum consideration of up to 35.0 dwelling units per gross acre. The addition of an affordable housing bonus would allow for the subject site to be considered for a maximum of up to 90 dwelling units. Therefore, the density of the proposal is consistent with Objective 8.

FLUE Objective 9 and Policy 9.2 require that all developments be consistent with the Comprehensive Plan and meet all Land Development Regulations in Hillsborough County. The applicant will comply with Hillsborough County Land Development Code (LDC) Section 6.11.07 Affordable Housing Development to develop the property into a four story-77-unit dwelling.

Planning Commission staff did receive comments from the Affordable Housing Department. The department is the technical expert that guides staff in determining if a proposed development meets the criteria for an affordable housing project. The Affordable Housing Department has submitted a memo stating that the project is eligible for the Affordable Housing Density Bonus per the Hillsborough County Comprehensive Plan criteria under Policy 1.3.2. The memo states that the units deemed affordable to households shall remain affordable for a minimum of 30 years. The distribution of

affordable units shall be:

- 39 units set aside for households earning 50% or less of the area median income ("AMI")
- 38 units set aside for households earning 80% or less of the area median income ("AMI")

The proposed rezoning meets the intent of the Neighborhood Protection Policies of FLUE Objective 16 and its accompanying Policies 16.1, 16.2, 16.3, 16.8 and 16.10 The development pattern of the surrounding area shows several multi-family residential units. The Major Modification (MM) rezoning would reflect a development pattern that is consistent with the character of the surrounding area.

Objective 20 of the FLUE encourages new development and redevelopment of residential housing for special target groups. Policy 20.1 recommends giving high priority consideration to affordable housing provisions that increase housing opportunities for very low, low-income households and workforce housing that are consistent with and further the goals, objectives, and policies within the Housing Section. The proposed project will provide a housing opportunity that is attainable and affordable, as well as consistent with the development pattern of the surrounding area. Policy 20.2 encourages the usage of density bonuses as a means to incentive the development of more affordable housing. The proposed Major Modification is aligned with this policy direction.

The Community Design Component (CDC) in the Future Land Use Element provides guidance on residential developments. Goal 8 encourages the preservation of existing suburban uses as viable residential alternatives to urban and rural areas. Goal 12 and Objective 12-1 seek to facilitate patterns of development that are both compatible and related to the predominate character of their surroundings. A rezoning to allow the development of affordable housing units would be consistent with policy direction.

The subject site meets the intent of Goals 4 and 6 of the Brandon Community Plan. The subject site is within the "Urban Center" character district of the planning area and is being proposed as a four-story building. The project also is promoting and enhancing the sense of place and community. Thus, the rezoning is following the direction of this policy and aligned with both goals 4 and 6, therefore, rezoning to a Major Modification (MM) to allow for an affordable housing development would be consistent with this goal.

Overall, the proposed rezoning would allow for development that is consistent with the Goals, Objectives and Policies of the *Unincorporated Hillsborough County Comprehensive Plan* and is compatible with the existing and planned development pattern found in the surrounding area.

Recommendation

Based upon the above considerations, the Planning Commission staff finds the proposed Major Modification **CONSISTENT** with the *Unincorporated Hillsborough County Comprehensive Plan*, subject to the conditions proposed by the Development Services Department of Hillsborough County

HILLSBOROUGH COUNTY

FUTURE LAND USE RZ MM 23-0614

CONTINUED

WITHDRAWN DENIED

PENDING

Jurisdiction Boundary County Boundary Urban Service

Tampa Service

AGRICULTURAL/MINING-1/20 (.25 FAR) wam.NATURAL.LULC_Wet_Poly

PEC PLANNED ENVIRONMENTAL COMMUNITY-1/2 (.25 FAR) AGRICULTURAL-1/10 (.25 FAR)

AGRICULTURAL ESTATE-1/2.5 (.25 FAR) AGRICULTURAL/RURAL-1/5 (.25 FAR)

RESIDENTIAL PLANNED-2 (.35 FAR) RESIDENTIAL-2 (.25 FAR)

RESIDENTIAL-1 (.25 FAR)

RESIDENTIAL-4 (.25 FAR)

RESIDENTIAL-6 (.25 FAR) RESIDENTIAL-9 (.35 FAR)

RESIDENTIAL-12 (.35 FAR)

NEIGHBORHOOD MIXED USE-4 (3) (.35 FAR)

COMMUNITY MIXED USE-12 (.50 FAR) SUBURBAN MIXED USE-6 (.35 FAR)

REGIONAL MIXED USE-35 (2.0 FAR) JRBAN MIXED USE-20 (1.0 FAR)

INNOVATION CORRIDOR MIXED USE-35 (2.0 FAR) RESEARCH CORPORATE PARK (1.0 FAR) OFFICE COMMERCIAL-20 (.75 FAR)

ENERGY INDUSTRIAL PARK (.50 FAR USES OTHER THAN RETAIL, .25 FAR RETAIL/COMMERCE)

LIGHT INDUSTRIAL PLANNED (.75 FAR)

HEAVY INDUSTRIAL (.75 FAR) LIGHT INDUSTRIAL (.75 FAR) PUBLIC/QUASI-PUBLIC

WIMAUMA VILLAGE RESIDENTIAL-2 (.25 FAR) NATURAL PRESERVATION

CITRUS PARK VILLAGE

570

Map Printed from Rezoning System: 6/16/2023 Author: Beverly F. Daniels File: G:\RezoningSystem\Map



GENERAL SITE PLAN FOR CERTIFICATION



DEVELOPMENT SERVICES

PO Box 1110, Tampa, FL 33601-1110 (813) 272-5600

HILLSBOROUGH COUNTY DEVELOPMENT SERVICES DEPARTMENT

GENERAL SITE PLAN REVIEW/CERTIFICATION

BOARD OF COUNTY COMMISSIONERS

Donna Cameron Cepeda Harry Cohen Ken Hagan Pat Kemp Gwendolyn "Gwen" Myers Michael Owen Joshua Wostal

COUNTY ADMINISTRATOR

Bonnie M. Wise

COUNTY ATTORNEY

Christine M. Beck

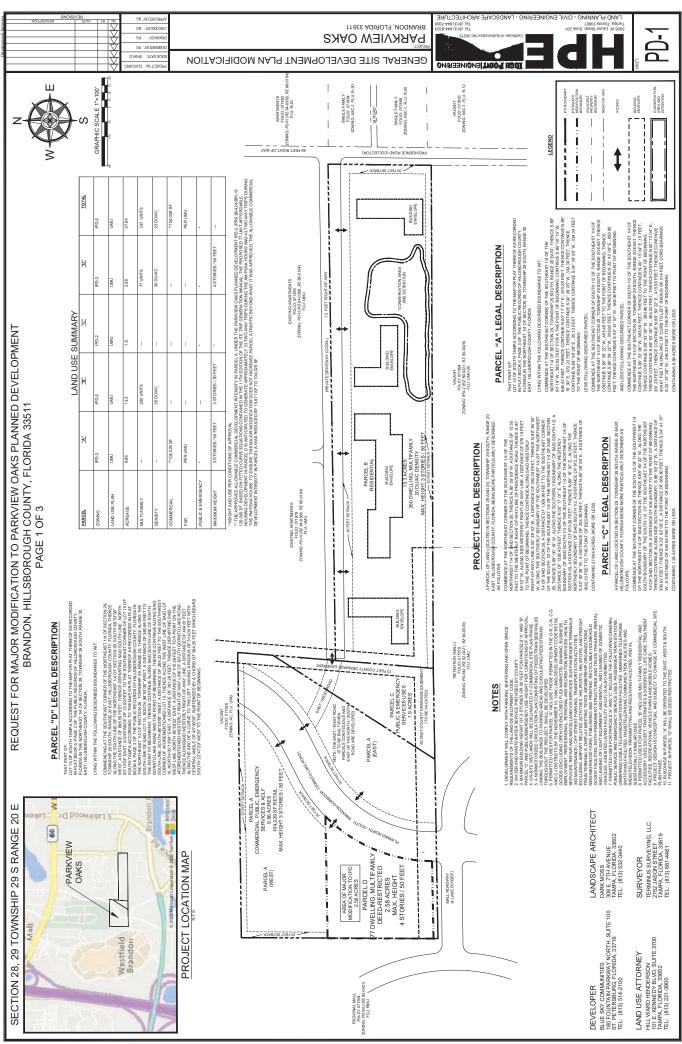
COUNTY INTERNAL AUDITOR

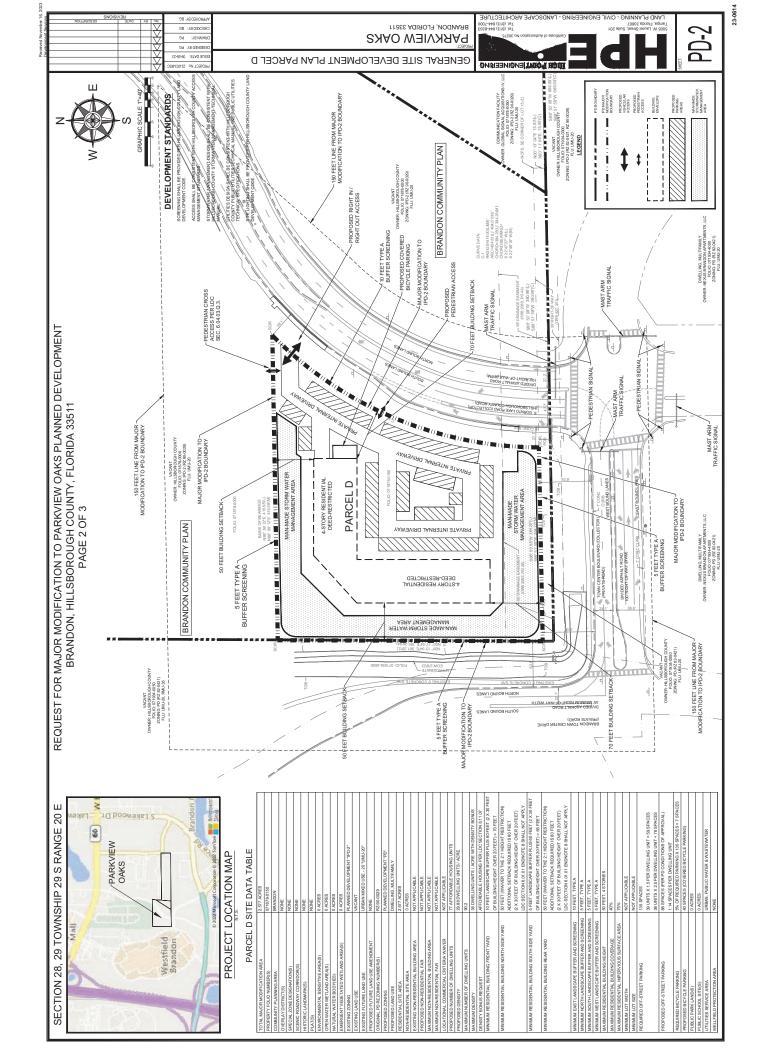
Peggy Caskey

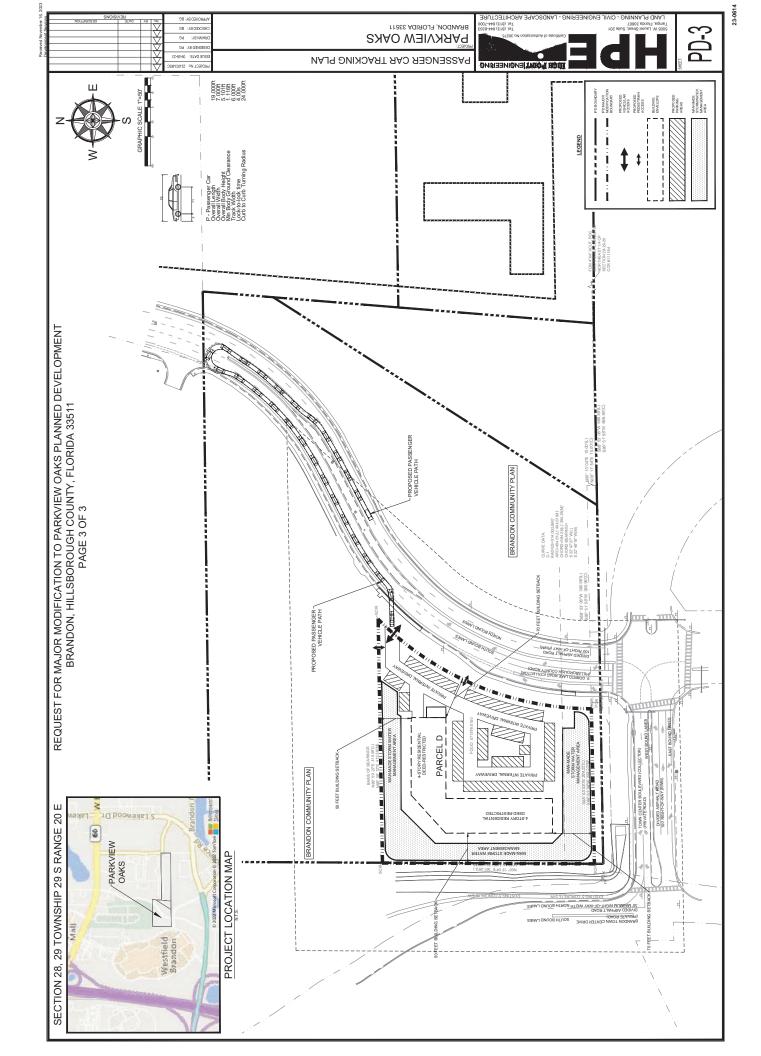
DEPUTY COUNTY ADMINISTRATOR

Gregory S. Horwedel

Project Name: Parkview Oaks	s Planned Development
Zoning File: IPD-2 90-0029	Modification: MM 23-0614
Atlas Page: None	Submitted: 11/16/2023
To Planner for Review: 11/16/2023	Date Due: ASAP
Contact Person: Kami Corbett	Phone: (813) 227-8421/Kami.Corbett@hwhlaw.com
Right-Of-Way or Land Required for D	None for this project on Parcel D Pedication: Yes No No
The Development Services Department	ent HAS NO OBJECTION to this General Site Plan.
The Development Services Department Site Plan for the following reasons:	ent RECOMMENDS DISAPPROVAL of this General
Reviewed by: Camille Krocht	a Date: 11/16/2023
Date Agent/Owner notified of Disapp	roval:







AGENCY COMMNENTS

AGENCY REVIEW COMMENT SHEET

REVIEW	ng Technician, Development Services Department (ER: Richard Perez, AICP NG AREA: BR / Central	DATE: 10/04/2023 AGENCY/DEPT: Transportation PETITION NO: PD 23-0614
	This agency has no comments.	
	This agency has no objection.	
X	This agency has no objection, subject to the listed or attack	hed conditions.
	This agency objects for the reasons set forth below.	

CONDITIONS OF ZONING APPROVAL

- 1. The project shall have one restricted right-in/right-out access on S. Gornto Lake Rd.
- 2. Parking shall be provided at a minimum rate of 1.14 parking space per affordable multi-family dwelling unit utilizing up to 25% compact parking spaces. Additionally, the developer will be required to construct 40 covered and secured bicycle parking spaces which meet the location and design criteria found within Sec. 6.05.02.P. of the LDC. In the event, any or all of the affordable units convert to market rate housing or affordable housing for households of greater than the 80% area median income, then parking shall be provided consistent the LDC, Section 6.05.02 minimum parking rate.
- 3. The developer shall establish and maintain in operation of a dedicated on-site passenger van service for the project affordable housing residents' transportation needs.
- 4. Notwithstanding anything shown in the PD site plan or in the PD conditions to the contrary, pedestrian access shall be allowed anywhere within the project and along the project boundary consistent with the LDC.
- 5. Construction access shall be limited to those locations shown on PD site plan which are also proposed vehicular access connections. The developer shall include a note in each site/construction plan submittal which indicates same.

Other Conditions

• Prior to PD Site Plan Certification, the developer shall revise the Site Plan Site Data Table Proposed Off-Street Parking to state "88 spaces" at a rate of "1.18 space per dwelling unit" with a note stating "* per PD Conditions of Approval".

PROJECT SUMMARY AND ANALYSIS

The applicant is requesting to modify PD 90-0029 to allow a 4-Story, 77-unit multi-family affordable housing development on a +/- 2.58-acre parcel. The subject property is currently entitled to 15,971sf of commercial uses.

The site is located at the northwest corner of S. Gornto Lake Rd. and Town Center Blvd. The Future Land Use designation of the site is UMU-20.

Trip Generation Analysis

The applicant submitted a trip generation and site access analysis as required by the Development Review Procedures Manual (DRPM). Staff has prepared a comparison of the trips potentially generated under the existing and proposed zoning designations, utilizing a generalized worst-case scenario. Data presented below is based on the Institute of Transportation Engineer's Trip Generation Manual, 11th Edition.

Staff notes that the trip generation analysis was based on ITE Land Use Code 223 which encompasses all types of affordable housing units, i.e. townhouses, low-rise, mid-rise and high-rise apartments, and is the most trip intense affordable housing land use code.

Approved Zoning:

Approved Zoning.			
Zoning, Lane Use/Size	24 Hour	Total Peak Hour Trips	
3,	Two-Way Volume	AM	PM
PD: 6,000sf Gas Station w/ Convenience (ITE 945)	3,914	340	328
PD: 6,000sf Fast Food Rest-Drive Thru (ITE 934)	2,804	268	198
PD: 3,971sf (1-Tunnel) Carwash (ITE 948)	780*	78*	78
Gross Trips	7,498	608	604
Internal Capture	N/A	0	0
Pass-by Trips	N/A	314*	314
Net External Trips	7,498	294	290

^{*}Estimated by staff as ITE Trip Generation/OTIS software does not provide data for this these periods.

Proposed Zoning:

Zoning, Lane Use/Size	24 Hour	Total Peak Hour Trips	
<u> </u>	Two-Way Volume	AM	PM
PD: 77 Units Affordable Housing (ITE 223)	427	42	43

Trip Generation Difference:

Zoning, Lane Use/Size	24 Hour	Total Peak Hour Trips	
Zonnig, Lane Use/Size	Two-Way Volume	AM	PM
Difference	-7,071	-252	-247

The proposed rezoning would generally result in a decrease of trips potentially generated by development of the subject site by -7,071 average daily trips, -252 AM peak hour trips, and -247 p.m. peak hour.

TRANSPORTATION INFRASTRUCTURE SERVING THE SITE

S. Gornto Lake Rd. is a 4-lane, divided, urban collector roadway maintained by the County with +/-12-foot travel lanes, bicycle lanes and sidewalks on both sides encompassed within a +/-100-foot right of way.

The segment of S.Gornto Lake Rd. in front of the subject site is not included in the Hillsborough County Corridor Preservation Plan.

Town Center Blvd. is a private divided, urban local roadway serving as the entrance to the Brandon Town Center Mall. The roadway consists of +/-11-foot lanes, sidewalks on both sides, a landscaped median and no bicycle lanes with +/-100 feet of right of way.

SITE ACCESS

The project proposes one restricted right-in/right-out access connection to S. Gornto Lake Rd.

Cross access is not proposed to the north as the property consists of substantial wetlands and stormwater retention areas.

The applicant's traffic engineer conducted a site access analysis that found no site access improvements warranted at the projects access connection or at the next closest median opening turn lane to the north of the site on Gornto Lake Rd.

REQUESTED PD VARIATION – OFF-STREET PARKING

The applicant submitted a PD Variation, requesting a reduction in the required parking rate and applicability of 25% compact parking spaces for the proposed affordable housing use. The Land Development Code requires 1.5 parking spaces per 1-room multifamily dwelling unit and 2.0 parking spaces for 2 or more room multifamily dwelling units. As such, the project's 39 single room dwelling units and 38 two or more room dwelling units would require 135 parking spaces. The applicant is proposing parking at a rate of 1.143 spaces per unit (for all 77 units).

The 5th Edition of the Institute of Transportation Engineer's Parking Generation Manual provides data indicating a 95% confidence interval ranging from 0.89 to 1.09 and the 85th percentile of 1.33 with the specific finding of 1.33 spaces per dwelling applicable to general urban/suburban settings like the subject property.

Staff has reviewed the ITE data and recommends approval the request, subject to conditions. These conditions include the applicant's proposed 40 covered and secured bicycle parking spaces and the provision of an on-site passenger van service for the project's residents to assist with trips to daily needs. Staff also notes that the project is comprised of all affordable units split between 80% or less area median income households and 50% or less area median income households. Additionally, 20% of the units are dedicated to special needs households.

LEVEL OF SERVICE (LOS)

Level of Service (LOS) information is reported below.

FDOT Generalized Level of Service				
Roadway From To LOS Standard				Peak Hr Directional LOS
GORNTO LAKE RD	SR 60	TOWN CENTER BLVD	D	С
TOWN CENTER BLVD	BRANDON TOWN CENTER	PROVIDENCE RD	Е	С

Source: 2020 Hillsborough County Level of Service (LOS) Report

Transportation Comment Sheet

3.0 TRANSPORTATION SUMMARY (FULL TRANSPORTATION REPORT IN SECTION 9 OF STAFF REPORT)

Adjoining Roadways (check if applicable)					
Road Name	Classification	Current Conditions	Select Future Improvements		
S Gornto Lake Rd.	County Collector - Urban	4 Lanes ☐ Substandard Road ☑ Sufficient ROW Width	☐ Corridor Preservation Plan☐ Site Access Improvements☐ Substandard Road Improvements☐ Other		
Town Center Blvd.	Private	2 Lanes □ Substandard Road ⊠ Sufficient ROW Width	☐ Corridor Preservation Plan☐ Site Access Improvements☐ Substandard Road Improvements☐ Other		

Project Trip Generation ☐ Not applicable for this request					
Average Annual Daily Trips A.M. Peak Hour Trips P.M. Peak Hour Trip					
Existing	7,498	294	290		
Proposed	427	42	43		
Difference (+/-)	-7,071	-252	-247		

^{*}Trips reported are based on net new external trips unless otherwise noted.

Connectivity and Cross Access Not applicable for this request					
Project Boundary	Primary Access	Additional Connectivity/Access	Cross Access	Finding	
North		None	None	Meets LDC	
South		None	None	Meets LDC	
East	Х	None	None	Meets LDC	
West		None	None	Meets LDC	
Notes:					

Design Exception/Administrative Variance ⊠ Not applicable for this request				
Road Name/Nature of Request Type Finding				
N/A	Choose an item.	Choose an item.		
Notes:				

4.0 Additional Site Information & Agency Comments Summary					
Transportation Objections Conditions Addition Requested Information/Co					
☐ Design Exception/Adm. Variance Requested☐ Off-Site Improvements Provided	☐ Yes ☐ N/A ☒ No	⊠ Yes □ No	PD Variation for reduced parking requested.		

COMMISSION

Joshua Wostal CHAIR
Harry Cohen VICE-CHAIR
Donna Cameron Cepeda
Ken Hagan
Pat Kemp
Gwendolyn "Gwen" W. Myers
Michael Owen



DIRECTORS

Janet D. Lorton EXECUTIVE DIRECTOR
Elaine S. DeLeeuw ADMIN DIVISION
Sam Elrabi, P.E. WATER DIVISION
Michael Lynch WETLANDS DIVISION
Rick Muratti, Esq. LEGAL DEPT
Steffanie L. Wickham WASTE DIVISION
Sterlin Woodard, P.E. AIR DIVISION

AGENCY COMMENT SHEET

REZONING			
HEARING DATE: September 18, 2023	COMMENT DATE: July 5, 2023		
PETITION NO.: 23-0614	PROPERTY ADDRESS: Brandon, FL		
EPC REVIEWER: Jackie Perry Cahanin	FOLIO #: 071878-0150		
CONTACT INFORMATION: (813) 627-2600 X 1241	STR: 29-29S-20E		
EMAIL: cahaninj@epchc.org			
PEOLIESTED ZONING: Major Mod to IPD 2			

REQUESTED ZONING: Major Mod. to IPD-2

FINDINGS		
WETLANDS PRESENT	NO	
SITE INSPECTION DATE	07/03/2023	
WETLAND LINE VALIDITY	NA	
WETLANDS VERIFICATION (AERIAL PHOTO,	NA	
SOILS SURVEY, EPC FILES)		

INFORMATIONAL COMMENTS:

Wetlands Division staff of the Environmental Protection Commission of Hillsborough County (EPC) inspected the above referenced site in order to determine the extent of any wetlands and other surface waters pursuant to Chapter 1-11, Rules of the EPC. This determination was performed using the methodology described within Chapter 62-340, Florida Administrative Code, and adopted into Chapter 1-11. The site inspection revealed that no wetlands or other surface waters exist within the above referenced parcel.

Please be advised this wetland determination is informal and non-binding. A formal wetland delineation may be applied for by submitting a "WDR30 - Delineation Request Application". Once approved, the formal wetland delineation would be binding for five years.

jpc

ec: <u>kami.corbett@hwhlaw.com</u>



Adequate Facilities Analysis: Planned Development

Date: 7/18/23 **Acreage:** 2.58 (+/- acres)

Jurisdiction: Hillsborough County Proposed Zoning: Planned Development

Case Number: MM 23-0614 Future Land Use: UMU-20

HCPS #: RZ 536

Maximum Residential Units: 77

Address: Northwest corner of intersection of Gornto Lake Drive and Brandon Town Center

Residential Type: Multifamily

Blvd.

Parcel Folio Number(s): 071878.0150

Parcel Folio Number(s): 0/18/8.0150			
School Data	Lamb Elementary	Mclane Middle	Spoto High
FISH Capacity Total school capacity as reported to the Florida Inventory of School Houses (FISH)	950	1270	2449
2022-23 Enrollment K-12 enrollment on 2022-23 40 th day of school. This count is used to evaluate school concurrency per Interlocal Agreements with area jurisdictions	485	823	1823
Current Utilization Percentage of school capacity utilized based on 40 th day enrollment and FISH capacity	51%	65%	74%
Concurrency Reservations Existing concurrency reservations due to previously approved development. Source: CSA Tracking Sheet as of 11/9/2022	120	137	482
Students Generated Estimated number of new students expected in development based on adopted generation rates. Source: Duncan Associates, School Impact Fee Study for Hillsborough County, Florida, Dec. 2019	9	4	4
Proposed Utilization School capacity utilization based on 40 th day enrollment, existing concurrency reservations, and estimated student generation for application	65%	76%	94%

Notes: At this time, adequate capacity exists at Lamb Elementary, Mclane Middle, and Spoto High School for the proposed rezoning.

This is an analysis for adequate facilities only and is NOT a determination of school concurrency. A school concurrency review will be issued PRIOR TO preliminary plat or site plan approval.

andrea a Hingone

Andrea A. Stingone, M.Ed.
Department Manager, Planning & Siting
Growth Management Department
Hillsborough County Public Schools

E: <u>andrea.stingone@hcps.net</u> P: 813.272.4429 C: 813.345.6684

WATER RESOURCE SERVICES REZONING REVIEW COMMENT SHEET: WATER & WASTEWATER

PETITION NO.: RZ-STD 23-0614 REVIEWED BY: Clay Walker, E.I. DATE: 10/6/2023		
FOLIC	O NO.: 71878.0150	
	WATER	
	The property lies within the Water Service Area. The applicant should contact the provider to determine the availability of water service.	
	A $\underline{10}$ inch water main exists $\underline{}$ (adjacent to the site), $\underline{}$ (approximately $\underline{}$ feet from the site) and is located south of the subject property within the south Right-of-Way of Town Center Boulevard . This will be the likely point-of-connection, however there could be additional and/or different points-of-connection determined at the time of the application for service. This is not a reservation of capacity.	
	Water distribution system improvements will need to be completed prior to connection to the County's water system. The improvements include and will need to be completed by the prior to issuance of any building permits that will create additional demand on the system.	
WASTEWATER		
	The property lies within the Wastewater Service Area. The applicant should contact the provider to determine the availability of wastewater service.	
	A $\underline{8}$ inch wastewater force main exists $\underline{}$ (adjacent to the site), $\underline{}$ (approximately $\underline{2500}$ feet from the site) and is located north of the subject property within the south Right-of-Way of West Brandon Boulevard . This will be the likely point-of-connection, however there could be additional and/or different points-of-connection determined at the time of the application for service. This is not a reservation of capacity.	
	Wastewater collection system improvements will need to be completed prior to connection to the County's wastewater system. The improvements include and will need to be completed by the prior to issuance of any building permits that will create additional demand on the system.	
COMN	MENTS: The subject rezoning includes parcels that are within the Urban Service Area and would require connection to the County's potable water and wastewater systems. The subject area is located within the Hillsborough County Wastewater Service Area and will be served by the Falkenburg Wastewater Treatment Plant. If all of the development commitments for the referenced facility are added together, they would exceed the existing reserve capacity of the facility. However, there is a plan in place to address the capacity prior to all of the existing commitments connecting and sending flow to the referenced facility. As such, an individual permit will be required based on the following language noted on the permits: The referenced facility currently does not have, but will have prior to placing the proposed project into operation, adequate reserve capacity to accept the flow from this project.	



AGENCY REVIEW COMMENT SHEET

NOTE: THIS IS ONLY FOR ESTIMATE PURPOSES, BASED ON THE FEES AT THE TIME THE REVIEW WAS MADE. ACTUAL FEES WILL BE ASSESSED BASED ON PERMIT APPLICATIONS RECEIVED AND BASED ON THE FEE SCHEDULE AT THE TIME OF BUILDING PERMIT APPLICATION.

TO: Zoning Review, Development Services DATE: 09/08/2023

REVIEWER: Ron Barnes, Impact & Mobility Fee Coordinator

APPLICANT: Town Center Brandon Development Associates, LLC PETITION NO: 23-0614

LOCATION: N of Town Center Blvd, W of Gornto Lake Rd

FOLIO NO: 071878.0150

Estimated Fees:

(Fee estimate is based on breakdown in description)

Mobility: \$2,710 * 39 units = \$105,690

\$3,225 * 38 units = \$122,550

Parks: \$1,126 * 40 units = \$ 45,040

\$1,368 * 25 units = \$ 34,200

\$1,555 * 12 units = \$ 18,660

School: \$1,645 * 40 units = \$ 65,800

\$3,891 * 37 units = \$143,967

Fire: \$249 * 77 units = \$ 19,173 Total Multi-Family = \$555,080

Project Summary/Description:

Urban Mobility, Central Park/Fire - 77 multi-family units (3-10 stories) 39 @ 50% or below income, 38 @ 51-80% income. 40 @ 700 sq ft, 25 @ 950 sq ft, 12 @ 1175 sq ft - affordable housing

The rates for mobility above apply if this is an approved Affordable Housing Project and verification of income levels by AH, and may be eligible for relief for Mobility, Parks, and Fire impacts.

ENVIRONMENTAL SERVICES DIVISION

Hillsborough County Florida

PO Box 1110 Tampa, FL 33601-1110

Agency Review Comment Sheet

NOTE: Wellhead Resource Protection Areas (WRPA), Potable Water Wellfield Protection Areas (PWWPA), and Surface Water Resource Protection Areas (SWRPA) reviews are based on the most current available data on the Hillsborough County maps, as set forth in Part 3.05.00 of the Land Development Code.

TO: Zoning Review, Development Services REQUEST DATE: 8/2/2023

REVIEWER: Kim Cruz, Environmental Supervisor **REVIEW DATE:** 8/3/2023

APPLICANT: Town Center Brandon Development **PID:** 23-0614

Associates, LLC

LOCATION: Folio west of 2098 Town Center Blvd Brandon, FL 33511

FOLIO NO.: 71878.0150

AGENCY REVIEW COMMENTS:

Based on the most current data, the project is not located within a Wellhead Resource Protection Area (WRPA), Surface Water Protection Area (SWRPA), and/or a Potable Water Wellfield Protection Area (PWWPA), as defined in Part 3.05.00 of the Land Development Code. Hillsborough County Environmental Services Division (EVSD) has no objection.



AFFORDABLE HOUSING

PO Box 1110, Tampa, FL 33601-1110 (813) 612-5397 | Fax: (813) 272-6862

BOARD OF COUNTY COMMISSIONERS

Donna Cameron Cepeda Harry Cohen Ken Hagan

Pat Kemp

Gwendolyn "Gwen" Myers Michael Owen

COUNTY ADMINISTRATOR

Bonnie M. Wise

Joshua Wostal

COUNTY ATTORNEY

Christine M. Beck

COUNTY INTERNAL AUDITOR
Peggy Caskey

ASSISTANT COUNTY ADMINISTRATOR

Cheryl Howell

MEMORANDUM

DATE: July 31, 2023

TO: Adam Gormly, Director, Development Services

FROM: Brenda Brackins, Interim Director, Affordable Housing

RE: Affordable Housing Verification Letter for MM 23-0614 – Affordable Housing Density Bonus and

Expedited Review

This letter is to certify that the project below is an Affordable Housing project awarded funding through Hillsborough County Affordable Housing Services for the construction of this development. This project is eligible of the Affordable Housing Density Bonus per the Hillsborough County Comprehensive Plan Policy 1.3.2 criteria. Additionally, this project is afforded an expedited review as outlined in the Development Review Procedures Manual Sec. 4.1.5.1.2 of the Land Development Code.

Organization: Town Center Brandon Development Associates, LLC / Community Assisted and

Supported Living, Inc. (CASL)

<u>Project Name or Activity:</u> MM 23-0614 to 2098 Town Center Blvd, Brandon, FL 33511 <u>Folio Number(s):</u> 71878-0150 (2098 Town Center Blvd, Brandon, FL 33511)

The subject property is a proposed 77-unit multifamily development to be located at the intersection of Town Center Blvd and Gornto Lake Rd S in Brandon, Hillsborough County, Florida 33511 (approx. 2098 Town Center Blvd, Brandon FL 33511). The proposed project will consist of one (4) four-story residential apartment building.

A minimum of 15 units (20% of the total number of units proposed) shall be deemed affordable to households making 100% or less AMI. A minimum of 7 units (50% of required affordable units) shall be set aside for incomes at 60% or below AMI. The units deemed affordable to households shall remain affordable for a minimum of 30 years. The distribution of affordable units shall be:

- 39 units set aside for households earning 50% or less of the area median income ("AMI"),
- 38 units at 80% or less of the AMI.

Approved by:

Brenda Brackins Interim Director, Affordable Housing

cc: Planning & Project file

AGENCY REVIEW COMMENT SHEET

TO :	ZONING TECHNICIAN, Planning Growth Man	agement	DATE: 15 June 2023
REV	TEWER: Bernard W. Kaiser, Conservation and	Environmer	ntal Lands Management
APP	LICANT: Kami Corbett	PETITIO	N NO: <u>MM 23-0614</u>
LOC	CATION: Brandon, FL 33511		
FOL	IO NO: <u>71878.0150</u>	SEC: <u>29</u>	TWN: <u>29</u> RNG: <u>20</u>
\boxtimes	This agency has no comments.		
	This agency has no objection.		
	This agency has no objection, subject to listed	or attached	d conditions.
	This agency objects, based on the listed or atta	ached cond	itions.
COMMENTS:			

VERBATIM TRANSCRIPT

	300201 10, 1013
	OROUGH COUNTY, FLORIDA F COUNTY COMMISSIONERS
IN RE: ZONE HEARING MASTER HEARINGS)))))))
	HEARING MASTER HEARING F TESTIMONY AND PROCEEDINGS
BEFORE:	Susan Finch Land Use Hearing Master
DATE:	Monday, October 16, 2023
TIME:	Commencing at 6:00 p.m. Concluding at 10:13 p.m.
LOCATION:	Hillsborough County BOCC 601 East Kennedy Boulevard Tampa, Florida 33601
Reported by: Diane DeMarsh, AAERT No.	1654

MS. HEINRICH: Our next application is Item D.6, Major Mod Application 23-0614. The applicant is requesting a major modification to plan development of 90-0029. Camile Krochta with Development Services will present Staff findings after the applicant's presentation.

HEARING MASTER: Good evening again.

MS. CORBETT: Good evening. Kami Corbett again with the law firm of Hill, Ward, Henderson. I am representing this evening Blue Sky Communities, which is a local Tampa based affordable housing developer. If we could have the PowerPoint that'd be great.

This is a public private partnership to provide a affordable housing. This parcel is actually formally owned by Hillsborough County. Hillsborough County issued an RFP in 2021 for surplus property to surplus it for the construction of new affordable housing. Recommendation of award was issued on January 7th of 2022 and the resolution approving the conveyance and approval of funding -- a funding agreement was approved by the board in March of this year. And property was actually purchased in May. And we filed the rezoning in June. Subject property is located east of I-75 adjacent to the Brandon mall and it's just north of Town Center Boulevard. It's located with the urban -- within the urban center of Brandon. You have RMU-35 and UMU-20 in this location and you have -- you can see the urban center designated on the Brandon Community Plan

Character District.

This is an existing IPD, kind of an unusual IPD, but one nonetheless. This is the existing site plan. Outlined in red is the parcel area, the proposed modification. And there's a land use summary comparison on the -- on the screen. And the highlights are what you're seeing changing. You're seeing a reduction in parcel A, which is owned by Hillsborough County from 12.6 acres 9.86 acres and you're seeing a creation of a parcel D at 2.5 acres for the 77 units. We are utilized an affordable housing density bonus up to 30 dwelling units an acre. The Housing Element actually allows up to 35, but that change occurred after the RFP and everyone was counting on the 77 units. So we just kept it at the 30 units to the acre.

And we are asking to go to four stories. We're keeping the maximum height at 50 feet, but we are asking to go to four stories and there are four stories all in the surrounding area. And so those are the highlighted changes on the land use change. And we really only reduce the commercials to make sure that we had a transportation neutral affect and so we just reduced by the number of trips that were required by the 77 units were reduced to the corresponding commercial entitlements.

We're propose -- like I said, 77 multifamily units, they're are affordable. 39 designated at 50% of AMI, 38 designated for 80% of AMI and AMI in 20 units are designated for

special needs.

2.4

We are asking for a setback waiver for -- for the two to one on the north and west side. It's a de minimus waiver of about ten feet. We're asking for a variation from the buffer to go from ten feet in width to five feet in width. And again, given the location of the site, I don't think that has any negative impact in any surrounding properties. And we are asking for an alternative parking standard of 1.14 space per unit for a total of 88 units.

The ITE trip generation manual has a range of parking requirements for affordable housing. We're sort of at the midpoint. Most -- a lot of affordable housing you'll see get developed at 0.9 spaces per acre and so -- or sorry, I mean per unit, but we worked extensively with Staff to come up with a compromise on what the parking reduction would be here. And again, we have -- we have 20 units designated for special needs and we will be providing van Service. And you'll see that in the conditions of -- of approval.

And just again, in support of the justification of the waivers, the X is where the property is located. You can see again, the mall to the west, the existing multifamily directly to the south and then the drainage ponds to the north. And there's really no adverse impact to anything in the surrounding area.

And with that, we're here to answer any questions.

Jane Caldera our transportation engineer is here and our whole 1 2 development team is here if you have any questions. HEARING MASTER: I don't at this time, but thank you 3 so much. I appreciate it. Development Services. MS. KROCHTA: Good evening. 6 HEARING MASTER: Good evening. MS. KROCHTA: Camile Krochta with Development 8 Services. As the applicant stated, they are requesting a major 9 modification to plan development IPD 90-0029 to develop a 2.58 10 11 acre portion of Parcel A referred to as proposed parcel D for a 77 unit 100% affordable multifamily development through funds 12 13 awarded by the Hillsborough County Hope Program in conjunction 14 with an affordable housing density bonus. 15 The site is located within the Brandon Community Planning Area and is located at the southwest corner of Gorntow 16 17 Lake Road and Town Center Boulevard just east of the Brandon 18 There is existing multifamily development to the south and southeast across Town Center Boulevard, vacant land to the 19 20 north and vacant land and multifamily development to the east 21 across Gorntow Lake Road. 22 The requests will include a reduction in commercial 23 entitlements from parcel A to allow the project. The parcel would be entitled to 15,971 square feet of commercial 24 development. Currently, parcel A to the north of the site is 25

used for drainage retention. As the applicant stated, they are 1 requesting a waiver from the two to one height regulation of LDC Section 6.01.01 and waivers from the Land Development Code 605 for parking loading and 606 for landscaping buffering. But the applicants request and justifications for variations are found to meet the applicable criteria for the -- of the LDC. Based on the safety considerations, Staff finds the proposed modification to be compatible with the surrounding 8 properties in keeping with the general development pattern and finds the request approvable with conditions. 10 11 HEARING MASTER: Thank you so much. I appreciate it. Planning Commission. 12 13 MS. LLANOS: Karla Llanos with Planning Commission Staff. 14 15 The site is located within the urban service area and 16 within the limits of Brandon Community Plan. The property is located within the urban mixed use 20 Future Land Use Category, 17 which can be considered for up to 20 dwelling units per the acre 18 or 1.04 floor area ratio. Now the the UMU-20 Future Land Use 19 Category shall be urban in intensity and density of uses. 20 21 Typical uses include residential regional scale, commercial uses, such as a mall, office, business, park uses, research, 22 23 corporate park uses, light industrial etcetera. 24 Now UMU-20 surrounds the subject site directly to the 25 northeast and southwest of the site is the residential mixed use

Further west and southwest is public/quasi public. Further 35. 1 northeast and southeast is a Residential-12. And further east is a community mixed use 12, Residential-20 and office commercial-20. There's a bit of Future Land Use Categories in that area. Now, the subject site, it is currently zoned as 6 interstate plan two. Now, of course, the applicant is asking to modify that and to allow for 77 affordable housing units. 8 Planning Commission Staff did review it per Policy 1.3.1 of the housing section of the affordable housing density bonus as well. 10 11 We looked at to make sure that, you know, some of the criteria per that bonus density was being met. The applicant submitted a 12 13 narrative how that project will meet the criteria and the 14 applicant states that the site will be served by the 15 Hillsborough County water and sewer. 16 So overall we're looking at making sure that, you 17 know, a minimum density is being fulfilled. It is within the 18 urban service area and it's meeting those Policies 1.2, as well as the housing section. Now, the applicant will agree to 19 20 memorialize the bonus in the development order as well, which is 21 part of the criteria for getting the affordable housing density 22 bonus, as well as they will have a deed restriction and a land 23 use restriction agreement or other mechanism as determined by the County Attorney's Office thus, meeting criteria A, B, C and 24 D of the affordable housing density bonus. 25

Zoning Master Hearing ---October 16, 2023

The applicant also stated a mix of market rate of affordable units are not being requested nor will they be transferred onto a different site. So therefore, the units will be affordable and meet criteria F, G and H. So overall, the 2.5 acre property will provide all the units at below or 80% of the average median income per criteria.

Now Planning Commission Staff did review and make sure I didn't exceed any you know, issues with Objective A, which is the Future Land Use Category outline the maximum level of intensity or density. Again, because this is applying for affordable housing density bonus, it is -- it does qualify for consideration even up to 35 dwelling units per the gross acre.

Now Planning Commission Staff did -- did receive comments from the Affordable Housing Department. They are technically the technical experts and that guides staff in determining the proposed development meets the criteria for affordable housing, so we did have the memo stating the project is eligible for that bonus. And Planning Commission Staff feels like this -- this request is consistent with all the policies in the -- in the housing section, as well as the neighborhood protection Policies 16.1 through 16.10. And we did look also at Goals four and six of the Brandon Community Plan within the urban and center character district of planning area. We find that it is consistent with the overall goal and objective of the -- the Comprehensive Plan.

Zoning Master Hearing ---October 16, 2023

1	So with said, Planning Commission Staff finds that the
2	proposed Major Modification be found consistent with the
3	Unincorporated Hillsborough County Comprehensive Plan.
4	HEARING MASTER: Thank you so much. Is there anyone
5	in the room or online that would like to speak in support?
6	Anyone in favor. I'm seeing no one.
7	Anyone in opposition to this request? No one.
8	Ms. Heinrich, anything else?
9	MS. HEINRICH: No, ma'am.
10	HEARING MASTER: Ms. Corbett, anything from you?
11	All right. Then with that, we'll close Major
12	Modification 23-0614 and go to the last case.
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

ZHM Hearing September 18, 2023

	-
	OROUGH COUNTY, FLORIDA F COUNTY COMMISSIONERS
IN RE: ZONE HEARING MASTER HEARINGS))))
	HEARING MASTER HEARING F TESTIMONY AND PROCEEDINGS
BEFORE:	SUSAN FINCH Land Use Hearing Master
DATE:	Monday, September 18, 2023
TIME:	Commencing at 6:00 p.m. Concluding at 10:54 p.m.
LOCATION:	Hillsborough County BOCC 601 East Kennedy Boulevard Tampa, FL 33601
Reported by: Diane DeMarsh, AAERT No.	1654

ZHM Hearing September 18, 2023

Item A.17, PD 23-0610, this application is being 1 continued by the applicant to the October 16th, 2023, Zoning 2 Hearing Master hearing. Item A.18, Major Mod application 23-0614, this application is being continued by the applicant to the October 16, 2023, Zoning Hearing Master hearing. Item A.19, Major Mod application 23-0617, this application is out of order to be heard and is being continued 8 to the October 16th, 2023, Zoning Hearing Master hearing. 9 Item A.20, PD 23-0618, this application is out of 10 order to be heard and is being continued to the October 16th, 11 2023, Zoning Hearing Master hearing. 12 13 Item A.22 [sic], Standard Rezoning 23-0714, this 14 application is being continued by the applicant to the October 15 16th, 2023, Zoning Hearing Master hearing. 16 Item A.22, Standard Rezoning 23-0729, this application 17 is being continued by staff to the October 16th, 2023, Zoning 18 Hearing Master hearing. Item A.23, Standard Rezoning 23-0771, this application 19 20 is being continued by the applicant to the October 16th, 2023, 21 Zoning Hearing Master hearing. 22 Item A.24, Standard Rezoning 23-0782, this application 23 is out of order to be heard and is being continued to the October 16th, 2023, Zoning Hearing Master hearing. 24 25 And, lastly, Item A.25, Standard Rezoning 23-0828,

EXHIBITS SUBMITTED DURING THE ZHM HEARING

0

PAGE 1 OF 6 SIGN-IN SHEET: RFR, ZHM, PHM, LUHO DATE/TIME: 16/2023 HEARING MASTER: Susan Finch PLEASE PRINT CLEARLY, THIS INFORMATION WILL BE USED FOR MAILING PLEASE PRINT, **APPLICATION #** NAME -23-0443 MAILING ADDRESS PHONE **APPLICATION #** J Quintela MAILING ADDRESS 9511 AQUA LA Odessa 23-0443 CITY O Lessa STATE FC ZIP 33552 PHONE 8 132633727 PLEASE PRINT MULISCA Mirdbe CZ **APPLICATION #** MAILING ADDRESS 4068 Hammoch Woods I 23-0443 CITY U Le SEASTATE _ ZIP3357740NE 213-505-93/ NAME Elizabeth White APPLICATION # MAILING ADDRESS 17905 KINVELL 23-0443 91559 STATEFE ZIR335FRONE 813/404-3125 PLEASE PRINT Trish Lawton **APPLICATION #** MAILING ADDRESS 8310 Jana Dr. 23-0443 CITY Ode SSCISTATE ZIP333PHONE NAME Regina Pitternandez **APPLICATION #** MAILING ADDRESS 8703 Lake Calun Lu 23-0443 CITY Oders a STATE 7/ ZIP 3365 PHONE 8/3SIGN-IN SHEET: RFR, ZHM, PHM, LUHO

DATE/TIME: 10/16/2023 HEARING MASTER: Susan Finch

PLEASE PRINT CLEARLY, THIS INFORMATION WILL BE USED FOR MAILING **APPLICATION #** NAME Nancy Pateracki 23-0443 MAILING ADDRESS 18128 Gunn How CITY <u>Odessa</u> STATE FL ZIP 3355 PHONE 819 45 PLEASE PRINT NAME OF MOred 3 **APPLICATION #** 23-0422 MAILING ADDRESS 400 N. Kaley CITY TO STATE ZIP PHONE 8133929491 NAME Christian Silva **APPLICATION #** 23-0422 MAILING ADDRESS 18101 Handen Darkway CITY Tampa STATE FL ZIP 33647 PHONE 813-731-2536 NAME hvisting Matesini **APPLICATION #** MAILING ADDRESS 3214 W. By Villa Aue 23-0427 CITY Taupa STATE TO ZIP 370 PHONE 813 NAME Kay, Chatan, **APPLICATION #** MAILING ADDRESS 108 Abbeys Way 23-0422 CITY TAMPA STATE FL ZIP 33607 PHONE NAME Sameer Chatani **APPLICATION #** MAILING ADDRESS 1108 Abbey Way 23-0422 CITY TAMPA STATE FL ZIP 3602 PHONE

SIGN-IN SHEET: RFR, ZHM, PHM, LUHO

DATE/TIME: 10-16-2023 HEARING MASTER: Susan Finch

PLEASE PRINT CLEARLY, THIS INFORMATION WILL BE USED FOR MAILING PLEASE PRINT **APPLICATION #** NAME Jama M. Tatum 23-0422 MAILING ADDRESS 2810 Ballet Aux CITY PLANT CITY STATE PC ZIP3356 PHONE 8/3-495-1682 PLEASE PRINT **APPLICATION #** NAME matt Forha 23-0588 HW-MAILING ADDRESS 12303 Memory CITY Tompa STATE P). ZIPB/35PHONE A)3-415-5620 NAME Danays Acosta Benily **APPLICATION #** 23-0729 MAILING ADDRESS 77 (8 Home dale So CITY James STATE E ZIP 3361/PHONE SIB 2442428 PLEASE PRINT **APPLICATION #** NAME Told Pressman 23-0828 MAILING ADDRESS (1977) PLEASE PRINT **APPLICATION #** NAME Todd Pressman 23-0932 MAILING ADRRESS C STATE ZIP 22 PHONE PLEASE PRINT **APPLICATION #** NAME RICHARD GONTAIGZ 23-0932 MAILING ADDRESS 612 CHASTAIN RD CITY SEFFMAN STATE FLAT ZIP33584 PHONE 813-478-2904

SIGN-IN SHEET: RFR, ZHM, PHM, LUHO

PAGE 4 OF 6

DATE/TIME: 10-16-2023 HEARING MASTER: Susan Finch

PLEASE **PRINT CLEARLY**, THIS INFORMATION WILL BE USED FOR MAILING **APPLICATION #** NAME__ John Eveland MAILING ADDRESS 501 E Kennely Blud Ste 1010 23-0281 CITY Tampa STATE FL ZIP 3) GOZ PHONE 813 373-1251 PLEASE PRINT **APPLICATION #** NAME NICOLE Neuglbauer MAILING ADDRESS 401 E. Jackson Sweet 23-0407 CITY TUMPA STATE PL ZIP 33002 PHONE 813-822-5014 PLEASE PRINT **APPLICATION #** NAME Brian Funk MAILING ADDRESS 2119 NE (oach man Rd) 23-0407 CITY Clarwater STATE F L ZIP 33765 PHONE 727 ~ 641 . 8719 NAME Austin Zane **APPLICATION #** MAILING ADDRESS 401 S Bryan Circle 23-0407 CITY Brandon STATE FL ZIP 33611 PHONE 352-317-7326 PLEASE PRINT NAME 1600 WULL **APPLICATION #** MAILING ADDRESS III English Bluff's Ct 23-0407 CITY Brandon STATE FL ZIP 33511 PHONE 727-422-6617 PLEASE PRINT NAME Elise Batsch **APPLICATION #** MAILING ADDRESS 400 B. Jeckson St. Sierte 2100 23-0407 CITY Tempa STATE PL ZIP 33602 PHONE 313 ZZZ

SIGN-IN SHEET: RFR, (ZHM) PHM, LUHO

PAGE 5 OF 6

DATE/TIME: 10-16-2023 HEARING MASTER: Susan Finch

PLEASE PRINT CLEARLY, THIS INFORMATION WILL BE USED FOR MAILING PLEASE PRINT Jol. Eveland **APPLICATION #** MAILING ADDRESS SUI & Kennely Blvl, SER 1010 23-0520 CITY Tompa STATE FL ZIP 33602 PHONE 813 373-8251 NAME Kami Corbett **APPLICATION #** MAILING ADDRESS 101 & Kennely Blod, Ste 3700 23 - 0520 CITYTAMUM STATE FL ZIP33602PHONE 813-227-8421 NAME Colin Rice **APPLICATION #** MAILING ADDRESS (W Cass St 23-0610 CITY Tampa STATE FL ZIP 3360 PHONE 2394042771 PLEASE PRINT **APPLICATION #** NAME Land Cos het MAILING ADDRESS 101 & Konnedy Bull St 3700 23-0614 CITY NAMED STATE FL ZIP3402 PHONE 813-227 842 PLEASE PRINT **APPLICATION #** NAME /// MAILING ADDRESS 400 N. Ally Dr. #/100 23-0784 CITY Tempe STATE ZIP3317 PHONE 335-4125 PLEASE PRINT **APPLICATION #** NAME ALL SCHOOL MAILING ADDRESS GOON ASNIELDY, SUITE! 23-0784 CITY blinga STATE 12 ZIP 3600 PHONE 813-121-96 40

SIGN-IN SHEET: RFR,	
DATE/TIME:	12023 HEARING MASTER: Susan Finch
PLEASE PRINT CL	EARLY, THIS INFORMATION WILL BE USED FOR MAILING
APPLICATION #	NAME David Wright (virtual)
23 - 0588	MAILING ADDRESS P. O. Box 273417
	CITY Tampa STATE FL ZIP 33688 PHONE
APPLICATION #	PLEASE PRINT NAME
	MAILING ADDRESS
	CITYSTATEZIPPHONE
APPLICATION #	PLEASE PRINT NAME
	MAILING ADDRESS
	CITYSTATEPHONE
APPLICATION #	PLEASE PRINT NAME
	MAILING ADDRESS
	CITYSTATEPHONE
APPLICATION #	PLEASE PRINT NAME
	MAILING ADDRESS
	CITYSTATEPHONE
APPLICATION #	PLEASE PRINT NAME
	MAILING ADDRESS_
	CITYSTATEZIPPHONE

HEARING TYPE:

ZHM, PHM, VRH, LUHO

DATE: October 16, 2023

HEARING MASTER:

Susan Finch

PAGE: 1 OF 1

APPLICATION #	SUBMITTED BY	EXHIBITS SUBMITTED	HRG. MASTER YES OR NO
RZ 23-0443	Todd Pressman	Applicant Presentation Packet	No
RZ 23-0443	Elizabeth White	2. Opposition Presentation Packet	No
RZ 23-0443	Nancy Pateracki	3. Applicant Presentation Packet	No
RZ 23-0636	Rosa Timoteo	Revised Staff Report – Email	Yes (Copy)
RZ 23-0828	Todd Pressman	Applicant Presentation Packet	No
RZ 23-0828	Rosa Timoteo	2. Revised Staff Report – Email	Yes (Copy)
RZ 23-0932	Todd Pressman	Applicant Presentation Packet	No
RZ 23-0932	Rosa Timoteo	2. Revised Staff Report – Email	Yes (Copy)
MM 23-0281	John Eveland	Applicant Presentation Packet	No
MM 23-0281	Rosa Timoteo	2. Revised Staff Report – Email	Yes (Copy)
MM 23-0407	Nicole Neugebauert	Applicant Presentation Packet	No
MM 23-0407	Tori Wiley	2. Opposition Presentation Packet	No
MM 23-0407	Rosa Timoteo	3. Revised Staff Report - Email	Yes (Copy)
RZ 23-0422	Joe Moreda	Applicant Presentation Packet	No
RZ 23-0422	Joe Moreda	2. Applicant Letter	No
RZ 23-0422	James Tatum	3. Proponent Presentation Packet	Yes (Copy)
RZ 23-0422	Rosa Timoteo	4. Revised Staff Report - Email	
MM 23-0520	Kami Corbett	Applicant Presentation Packet	No
MM 23-0520	Rosa Timoteo	2. Revised Staff Report – Email	Yes (Copy)
RZ 23-0610	Colin Rice	Application Presentation Packet	No
RZ 23-0610	Rosa Timoteo	2. Revised Staff Report - Email	Yes (Copy)
MM 23-0614	Kami Corbett	Application Presentation Packet	No
MM 23-0614	Rosa Timoteo	2. Revised Staff Report - Email	Yes (Copy)
RZ 23-0784	Tyler Hudson	Application Presentation Packet	No
RZ 23-0784	Rosa Timoteo	2. Revised Staff Report - Email	Yes (Copy)

OCTOBER 16, 2023 - ZONING HEARING MASTER

The Zoning Hearing Master (ZHM), Hillsborough County, Florida, met in Regular Meeting, scheduled for Monday, October 16, 2023, at 6:00 p.m., in the Boardroom, Frederick B. Karl County Center, Tampa, Florida, and held virtually.

Susan Finch, ZHM, called the meeting to order at 6:00 p.m. and led in the pledge of allegiance to the flag.

A. WITHDRAWALS AND CONTINUANCES

- Michelle Heinrich, Development Services (DS), reviewed the changes/withdrawals/continuances.
- Susan Finch, ZHM, overview of ZHM process.
- Senior Assistant County Attorney Mary Dorman overview of oral argument/ZHM process.
- Susan Finch, ZHM, Oath.
- B. REMANDS:
- C. REZONING STANDARD (RZ-STD):

C.1. RZ 23-0443

- Michelle Heinrich, DS, called RZ 23-0443.
- Testimony provided.
- Susan Finch, ZHM, closed RZ 23-0443.

C.2. RZ 23-0588

- Michelle Heinrich, DS, called RZ 23-0588.
- Testimony provided.
- Susan Finch, ZHM, continued RZ 23-0588 to the December 18, 2023, ZHM hearing.

C.3. RZ 23-0636

- Michelle Heinrich, DS, called RZ 23-0636.
- ► Testimony provided.

MONDAY, OCTOBER 16, 2023

Susan Finch, ZHM, closed RZ 23-0636.

C.4. RZ 23-0729

- Michelle Heinrich, DS, called RZ 23-0729.
- ► Testimony provided.
- Susan Finch, ZHM, closed RZ 23-0729.

C.5. RZ 23-0828

- Michelle Heinrich, DS, called RZ 23-0828.
- Testimony provided.
- Susan Finch, ZHM, closed RZ 23-0828.

C.6. RZ 23-0932

- Michelle Heinrich, DS, called RZ 23-0932.
- ► Testimony provided.
- Susan Finch, ZHM, closed RZ 23-0932.
- D. REZONING-PLANNED DEVELOPMENT (RZ-PD) & MAJOR MODIFICATION (MM):

D.1. MM 23-0281

- Michelle Heinrich, DS, called MM 23-0281.
- ► Testimony provided.
- Susan Finch, ZHM, closed MM 23-0281.

D.2. MM 23-0407

- ▶ Michelle Heinrich, DS, called MM 23-0407.
- Testimony provided.
- Susan Finch, ZHM, closed MM 23-0407.

D.3. RZ 23-0422

- Michelle Heinrich, DS, called RZ 23-0422.
- ► Testimony provided.
- Susan Finch, ZHM, closed RZ 23-0422.

D.4. MM 23-0520

- Michelle Heinrich, DS, called MM 23-0520.
- ► Testimony provided.
- Susan Finch, ZHM, closed MM 23-0520.

D.5. RZ 23-0610

- Michelle Heinrich, DS, called RZ 23-0610.
- ► Testimony provided.
- Susan Finch, ZHM, closed RZ 23-0610.

D.6. MM 23-0614

- Michelle Heinrich, DS, called MM 23-0614.
- Testimony provided.
- Susan Finch, ZHM, closed MM 23-0614.

D.7. RZ 23-0784

- Michelle Heinrich, DS, called RZ 23-0784.
- Testimony provided.
- Susan Finch, ZHM, closed RZ 23-0784.

E. ZHM SPECIAL USE

ADJOURNMENT

Susan Finch, ZHM, adjourned the meeting at 10:13 p.m.



PO Box 1110, Tampa, FL 33601-1110 (813) 274-6673 | Fax: (813) 635-8134

BOARD OF COUNTY COMMISSIONERS

Harry Cohen

Stacy R. White

Ken Hagan Pat Kemp Gwendolyn "Gwen" Myers Kimberly Overman Mariella Smith

COUNTY ADMINISTRATOR

Bonnie M. Wise

COUNTY ATTORNEY
Christine M. Beck

COUNTY INTERNAL AUDITOR

Peggy Caskey

ASSISTANT COUNTY ADMINISTRATOR

Ron Barton

January 7, 2022

J. Scott Eller, CEO Community Assisted and Supported Living, Inc. (CASL) 2911 Fruitville Road Sarasota, FL 34237

RE: New Construction Development of County Owned Property

Dear Mr. Eller:

Hillsborough County Affordable Housing Services is pleased to inform you that the recommendation of award and conveyance of property for RFP# 22405 - New Construction Development of County Owned Property has been approved for CASL to develop the Brandon Town Center property with 77 multi- family units with an award of \$6,250,000.

On December 21, 2021, the Notice of Intent to Award (NOITA) ended and the Cone of Silence has been removed. In the meantime, our staff is completing an Environmental review for due diligence, and a Phase I is underway.

Moving forward, you can expect to hear from the AHS Contracts Management team who will take you through the regulatory requirements, which will be reflected in the funding agreement and property conveyance which must be approved by the Board of County Commissioners. Once the agreement has been fully executed, the property will be conveyed, and CASLwill be able to expend funds.

We look forward to partnering with your agency to serve the residents of Hillsborough County.

Sincerely,

Cheryl Howell, Director Affordable Housing Services

cc: Michelle Boone, MD Project File



Agenda Item Cover Sheet

Agenda Item No. B-1

		Meeting Date 3/1/	/2023
Consent Section	Regular Sec	etion Public	Hearing
Act Funding Agree Land Use Restriction Development Asso	ement and associated on Agreement betwee ciates, LLC, a Florid ter Blvd Brandon, FL	Agreement, County Deed and Deferred Payment Mortgage, en Hillsborough County and a limited liability corporation 33511 in order to construct 7	Promissory Note and Fown Center Brandon for the property located
Department Name: Afforda	ble Housing Services	S	
Contact Person: Tramair	ne Whittey	Contact Phone:	813-274-6663
Sign-Off Approvals:			
Cheryl Howell	2/23/2023	Brenda Brackins	2/22/2023
Assistant County Administrator	Date	Department Director	Date
Kevin Brickey	2/23/2023	Nancy Takemori	2/23/2023
Management and Budget – Approved as to Financial Impact Accuracy	Date	County Attorney – Approved as to Legal Sufficiency	Date
Tom Fesler	2/23/2023		
Deputy or Chief County Administrator	Date		

Staff's Recommended Board Motion:

(a) Approve a Resolution and Conveyance of Infill Lot Agreement, and County deed between Hillsborough County ("County") and Town Center Brandon Development Associates, LLC, a Florida limited liability corporation ("Project Developer") for the property located at 2098 Town Center Blvd Brandon, FL 33511 ("Property") in order to construct 77 units of affordable rental housing. (b) Approve a Local Housing Funds Act ("HOPE") Funding Agreement ("Agreement") in the amount of \$6,250,000 between County and Project Developer for the Property construction that will set aside 39 of the 77 rental units for households with incomes at 50% of area median income ("AMI") or below and 38 of the remaining units will be set aside for households with incomes at 80% of AMI or below. This construction project is located in Brandon and leverages over \$17M of State and Federal funding and aligns with the Hillsborough County local housing plan to increase production of safe, decent affordable housing. (c) Approve the form of deferred payment mortgage, promissory note and land use restriction agreement to secure the County's investment for 50 years. (d) Approve authorization of the Hillsborough County Board of County Commissioners' Chair to execute the documents included herein and subordination agreements as approved by the County Attorney's Office and recommended by Affordable Housing Services. This project will increase the amount of affordable housing available in alignment with County objectives to preserve and construct affordable housing of multifamily apartment homes which is an eligible activity pursuant to Hope funding. There is no fiscal impact associated with the Conveyance of Infill Lot Agreement. The Local Housing Funds (HOPE) Agreement shall be funded with \$6,250,000 from the FY 23 Hillsborough County Local Affordable Housing fund budget.

Financial Impact Statement:

There is no fiscal impact associated with the Conveyance of Infill Lot Agreement. The Local Housing Funds (HOPE) Agreement shall be funded with \$6,250,000 from the FY 23 Hillsborough County Local Affordable Housing fund budget.

Background:	

On June 6, 2007, Hillsborough County Board of County Commissioners (BOCC) adopted the first Affordable Housing Inventory List. Pursuant to Section 125.379, Florida Statutes, Hillsborough County is required to review its inventory list of real property within Hillsborough County to which the County holds fee simple title that is appropriate for use as affordable housing, by July 1, 2007 and every three (3) years thereafter. The Conveyance of Infill Lot Agreement provides for the transfer of the Property to Town Center Brandon Development Associates, LLC, secured by a deferred payment mortgage and note in the amount of the current appraised value of the property and a land use restriction agreement (LURA). On January 12, 2022, the Hillsborough County Board of County Commissioners approved Community Assisted Supported Living, Inc., a member of CASL Town Center, LLC., ("CASL") who is also a managing member of Town Center Brandon Development Associates, LLC., ("Project Developer") as the successful proposer of RFP No. 22405 for HOPE funding for the transfer of property on the affordable housing inventory list located at 2098 Town Center Blvd Brandon, FL 33511 (the "Property"), to construct the multifamily apartment rental project on the Property. This multifamily development project will bring 77 new units varying in size from one (1) bedroom/(1) bathroom units containing 700 s/f, two (2) bedroom/two (2) bathroom units containing 950 s/f, and three (3) bedroom/(2) bathroom units containing 1175 s/f, within the Brandon area of the County.

List Attachments: Resolution, Conveyance, Local Housing funds (HOPE) Agreement

LOCAL HOUSING FUNDS ("HOPE") AGREEMENT Brandon Town Center

AN AGREEMENT BETWEEN HILLSBOROUGH COUNTY, FLORIDA AND TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC TO FUND THE CONSTRUCTION OF THE LOOP, A SEVENTY-SEVEN (77) UNIT AFFORDABLE HOUSING RENTAL DEVELOPMENT, IN LOCAL HOUSING FUNDS AN AMOUNT NOT TO EXCEED \$6,250,000.00.

THIS LOCAL HOUSING FUNDS("HOPE") AGREEMENT, ("Agreement"), on this ______ day of _____ 2023, by and between Hillsborough County, a political subdivision of the State of Florida, (the "County"), with a mailing address of 601 East Kennedy Boulevard, Tampa, Florida, 33602, and Town Center Brandon Development Associates, LLC, a Florida limited liability corporation, (the "Project Developer") with a mailing address of 180 Fountain Parkway North, Suite 100, St Petersburg FL 33716.

WHEREAS, on September 5, 2019, the Hillsborough County Board of County Commissioners ("BOCC") established the HOPE Affordable Housing Act, Ordinance 19-19, establishing a local affordable housing trust fund for the purpose of promoting the production of affordable housing for households with incomes of up to 100% of area median income ("AMI"); and

WHEREAS, in the FY 2022 Annual Budget, the BOCC allocated eleven million dollars (\$11,000,000.00) in general funds (the "HOPE Funds") to the HOPE ACT local affordable housing trust fund for the purpose of increasing the supply of affordable housing in Hillsborough County; and

WHEREAS, Community Assisted and Supported Living, Inc., a Florida non-profit corporation (the "Non-Profit") submitted a proposal to the County for the use of HOPE Funds for the construction of seventy-seven (77) affordable multi-family apartment homes in a one 5 story building, with 20 units targeting special needs households, on property located at 2098 Town Center Blvd, Brandon, FL, 33511, (the "Project") that will be rented to households at or below eighty percent (80%) of AMI and at or below 50% of AMI; and

WHEREAS, the Non-Profit is the sole member of CASL Town Center, LLC ("CASL Town"), a Florida limited liability corporation. CASL Town is the manager of Project Developer, the entity formed to develop, construct, own, maintain and operate the Project; and

WHEREAS, the County desires to enter into an agreement with the Project Developer to provide HOPE Funds to reimburse the Project Developer for certain construction costs for the Project; and

WHEREAS, this Agreement supports the County's mission of promoting the preservation and construction of affordable multi-family apartment homes as an eligible activity for which HOPE Funds may be used.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

WITNESSETH

The recital clauses stated above and the following Exhibits attached are hereby incorporated hereto:

Exhibit A	Scope of Services
Exhibit B	Request for Payment
Exhibit C	Legal Description
Exhibit D	Insurance Requirements
Exhibit E	Monthly Reporting
Exhibit F	Occupancy and Rent Reporting Form
Exhibit G	Equal Opportunity Clause
Exhibit H	Project Expenditure Schedule
Exhibit I	Tenant Income Certification Form
Exhibit J	Land Use Restriction Agreement
Schedule 1	Mortgage -Local Housing Funds
Schedule 2	Promissory Note - Local Housing Funds

The parties are bound by the attached documents as if the text of these documents were written verbatim into this Agreement. The Agreement and the attached documents are intended to supplement and complement each other and shall, where possible, be so interpreted.

ARTICLE I. SCOPE OF SERVICE AND USE OF FUNDS

- a) The Project Developer shall carry out, or cause to be carried out, the scope of work, budget, and schedule described in Exhibit "A", attached hereto and made part hereof.
- b) Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Project Developer and the County.
- c) All work shall be completed in compliance with all applicable Hillsborough County Codes and Ordinances and in a satisfactory and proper manner as determined by the County. Such services shall be performed, except as otherwise stated herein, by persons or instrumentalities solely under the domain and control of the Project Developer. All work must be performed by qualified professionals.
- d) The Project Developer shall comply with such other terms and conditions, including record keeping and reports for program monitoring and evaluation purposes, as may be established by the County for the purposes of carrying out the Project in an effective and efficient manner.
- e) The Project Developer shall comply with the requirements of Hillsborough County and all other applicable regulations governing the use of these funds, whether set forth herein or not, and any amendments or revisions thereto which shall become effective during the term of this Agreement. In addition, Project Developer shall abide by any and all other applicable federal or state laws, rules, regulations, guidance and policies governing the funds provided under this Agreement, whether presently existing or hereafter promulgated.
- f) The Project Developer has primary responsibility to market the Project. The Project Developer will affirmatively market the Project without regard to race, creed, color, age, national origin, sex, religion, familial or marital status, sexual orientation, gender identity or expression, or handicap.

- g) The Project Developer shall maintain such records and accounts, including program records; project
- records; financial records; program administration records; equal opportunity and fair housing records; affirmative marketing records; and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all funds.
- If Project Developer hires contractors or subcontractors, Project Developer shall procure all material, property, or services in accordance with state and local requirements. Nothing stated herein shall create any contractual relationship between the County and the Project Developer's professionals, contractors, vendors or clients.

ARTICLE II. PERIOD OF AGREEMENT AND EFFECTIVE DATE

This Agreement shall be effective upon execution by the parties hereto and shall remain in full force and effect until June 30, 2026. The Mortgages and Land Use Restriction Agreement in connection with this Agreement shall not expire prior to June 30, 2076. The funding for this Project shall be expended by March 31, 2026.

ARTICLE III. ____CONSIDERATION AND PAYMENT

- a) For its performance under this Agreement, the Project Developer will receive HOPE Funds from the County in an amount not to exceed Six Million Two Hundred and Fifty Thousand and NO/100 Dollars (\$6,250,00.00), hereafter referred to as "Local Housing Funds," for allowable construction expenses and developer fee incurred during the term of this Agreement. Payment for allowable construction expenses shall be limited to the scope of work described in Exhibit "A".
- b) The Project Developer will execute and record in the Public Records of Hillsborough County, Florida, a Mortgage, as set forth in Schedule 1, the Promissory Note as set forth in Schedule 2, and the Land Use Restriction Agreement as set forth in Exhibit "G" encumbering the Property, as more specifically described in Exhibit "C", with a lien in favor of the County for the costs of the Project as funded hereunder.

ARTICLE IV. CANCELLATION OF AGREEMENT

Except as otherwise provided herein, this Agreement may be cancelled by either party if the other party materially fails to comply with the terms and conditions of this Agreement and such failure has not been cured within the applicable cure periods. Either party will be required to provide thirty (30) days advance written notice to the other at its address as herein specified.

ARTICLE V. DEFAULT AND TERMINATION FOR NON-PERFORMANCE

- a) A default shall consist of any use of Local Housing Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in Articles herein, any material breach of the Agreement, failure to comply with the audit requirements as provided in Article XVI herein, or failure to expend Local Housing Funds in a timely or proper manner.
- b) Upon the occurrence of any such default the County shall serve due notice, in accordance with Article XXXI, to the Project Developer, at which time the Project Developer shall have a reasonable opportunity to respond and cure. Notwithstanding anything in this Agreement to the

contrary, Project Developer's investor member shall have the right, but not the obligation, to cure a default hereunder within the same cure period as the Project Developer. For purposes of this Agreement, a reasonable opportunity to respond and cure any default shall be ten (10) days (in the case of monetary defaults) or thirty (30) days (in the case of non-monetary defaults) from the date the County delivers by personal service or mails written notice of such default to the Project Developer, hereinafter referred to as the "Cure Period". If the default is not cured to the satisfaction of the County, the County shall have the right, in its sole discretion, to take the following action(s):

- Upon a written request from Project Developer setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or,
- 2. Terminate this Agreement by written notice thereof; or
- 3. Take such other action, including, but not limited to: temporarily withholding cash payments pending correction of the deficiency by the Project Developer, disallow all or part of the cost of the activity or action not in compliance, wholly or partly suspend or terminate the current award for the Project, withhold further awards for the Project or take other remedies that may be legally available. The enforcement remedies identified in this Article, including suspension and termination, do not preclude the Project Developer from being subject to "Debarment and Suspension" under Section 287.133, Florida Statutes.
- c) Costs resulting from obligations incurred by the Project Developer during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other Project Developer costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:
 - The costs result from obligations which were properly incurred by the Project Developer before
 the effective date of suspension or termination, and are not in anticipation of it, and, in the case
 of a termination, are noncancellable; and,
 - The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- d) Consistent with Article XXXIII herein, no delay or omission by County and/or State in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Project Developer default.
- e) Notwithstanding anything to the contrary contained herein, in no event shall a default exist based on Project Developer's performance under Section VII of Exhibit A related to Project Developer's assistance in disaster response and recovery efforts.
- f) In addition to the exercise of any other remedies available to it at law or in equity, the County may terminate this Agreement for the Project Developer's non-performance after reasonable notice and opportunity to cure, as reasonably determined by the County, upon no less than twenty-four (24) hours written notice to the Project Developer.

ARTICLE VI. ____ADDITIONAL RIGHTS AND REMEDIES

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

ARTICLE VII. FISCAL NON-FUNDING CLAUSE

This Agreement is subject to funding availability. In the event sufficient funds to fund this Agreement become reduced or unavailable, the County shall notify the Project Developer of such occurrence, and the County may terminate this Agreement, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Project Developer. The County shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable as a result of federal or state action, the County shall notify the Project Developer of such occurrence and the County may terminate this Agreement without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Project Developer. Notwithstanding the foregoing, once the promissory notes and the mortgages are executed and delivered, the funding shall be subject to compliance with those documents.

ARTICLE VIII. ASSIGNMENT

Project Developer shall not assign this Agreement or any part hereof without the prior written consent of the County.

ARTICLE IX. COMPLIANCE WITH APPLICABLE LAWS

- a) The Project Developer certifies that it will comply with all applicable laws, orders, and codes of the State and local governments as they pertain to this Agreement.
- b) Project Developer shall likewise comply with all applicable Affordable Housing Policies, incorporated herein and by reference made a part hereof.
- c) Upon Project completion and initial occupancy, the Project Developer shall provide annual reports with information on the Project detailing the number of households served by income category, age, family size, race, and data regarding any special needs populations. Said reports shall include information regarding any support services available to the residents of affordable housing provided by local programs. Formats for reporting shall be as set forth in Exhibits "E" and "F", attached hereto and incorporated herein by reference. Annual reporting shall continue for the duration of the Land Use Restriction Agreement (Exhibit "J"), and this requirement shall survive the expiration or earlier termination of this Agreement.

ARTICLE X. EQUAL OPPORTUNITY CLAUSE

- The Project Developer agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances and Executive Orders prohibiting and/or relating to discrimination as set forth in Exhibit "G" and including, but not limited to, Executive Order 11246 as amended and supplemented, 41 CFR §§ 60 1.4 and Hillsborough County Ordinance No. 00-37, all of which are hereby incorporated by reference.
- 2. When expending Local Housing Funds, the Project Developer shall, within the eligible

population, comply with the following requirements for nondiscrimination, as applicable:

- Equal Opportunity. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and implementing regulations in 24 CFR Part 1 together with Section 109 of the Act (24 CFR Part 6).
- 2. Minority and Women's Business Enterprises. Consistent with the requirements of Executive Orders 11625, 12432, 12138 and 2 CFR § 200.321 and/or with the County's Administrative Policy 06-08, the Project Developer must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
- 3. Nondiscrimination in Housing. The Project Developer certifies that in accordance with the provisions of Chapter 760, Part II, Florida Statutes, as amended, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.
- 4. Equal Access to HUD-Assisted Housing. 24 CFR 5.105(a)(2), which provides that all housing assisted by HUD shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status.
- 5. Hillsborough County Human Rights Ordinance. Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- 6. Hillsborough County Tenant's Bill of Rights Ordinance. Pursuant to Hillsborough County Ordinance 21-7 (the "Tenant's Bill of Rights"), landlords and other lessors of residential rental property in Unincorporated Hillsborough County are required to distribute a Tenant's Bill of Rights & Resources to persons applying to rent a rental unit, copies of which are available on the County's website. In addition, the Tenant's Bill of Rights prohibits discrimination against tenants based on lawful source of income.

ARTICLE XI. CONFLICT OF INTEREST

- The Project Developer guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- ii. The Project Developer agrees that no member of the governing body of the locality in which the Project Developer is situated, no other public official of such locality or localities, and no person, unless expressly permitted by the State or by the County, who is an employee, agent, consultant, officer, or elected or appointed official of the Project Developer, and who exercises or has exercised any functions or responsibilities with respect to the HOME Investment Partnership ("HOME") Program, the SHIP Program, the Community Development Block Grant ("CDBG") Program, or the Local Housing Fund Program, assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the SHIP, HOME or CDBG or Local Housing Fund Program assisted activity, or have any interest in any contract, subcontract, or agreement

> with respect thereto, or with respect to the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

- iii. The Project Developer represents that it presently has no interest, and shall not acquire such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would conflict in any manner with the performance of scope of service required hereunder.
- iv. Without receiving prior written authorization by the County, the Project Developer shall not (i) retain any individual or company with whom the Project Developer or any individual member thereof has a financial or other conflict of interest; nor (ii) in fulfillment of this Agreement, do business with a for-profit entity in which the Project Developer or any individual member has a financial or other interest therein.
- v. The Project Developer warrants to the County that no gifts or gratuities have been or will be given to any County employee or agent, directly or indirectly, to obtain this Agreement.

ARTICLE XII. PROJECT PUBLICITY

The Project Developer shall recognize the Hillsborough County Board of County Commissioners for its contribution in promotional material and at any events or workshops for which funds from this Agreement are allocated. Any news release or other type of publicity pertaining to the scope of work performed pursuant to this Agreement must recognize the County as a Developer, funded by the State and by Hillsborough County. In written materials, the reference of the Board of County Commissioners must appear in the same size letters and font type as the name of any other funding sources. The Project Developer shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Project Developer and/or the Project Developer's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Project Developer shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Project Developer's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Project Developer and/or the Project Developer's product(s) and/or service(s). This does not prevent the Project Developer from including the County on its client lists and/or listing or using the County as a reference.

ARTICLE XIII. POLITICAL ENDORSEMENT PROHIBITION

As applicable, pursuant to BOCC Policy No. 02.12.00.00, the Project Developer shall not engage in political activities that promote or oppose specific candidates.

ARTICLE XIV. PUBLIC ENTITY CRIMES

a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided

- in Section 287.017, Florida Statutes, as amended, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- b) Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offeror or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer, proposal or reply.

ARTICLE XV. MAINTENANCE OF RECORDS

- a) Project Developer shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, construction reports, subcontracts, proof of required insurance, and any other records related to or resulting from the activities performed under this Agreement to assure a proper accounting and monitoring of all Local Housing Funds. In the event the County determines that such records are not being adequately maintained by Project Developer, the County may cancel this Agreement in accordance with Article IV herein.
- b) With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County, State, representatives of the Comptroller General of the United States or other federal agency may require. Project Developer will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County shall provide notice of its intent to inspect records to the Project Developer at least 3 business days in advance.
- c) The Project Developer shall retain all records and supporting documentation applicable to this Agreement for inspection for six (6) years after receipt of final payment from the County. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later. The retention period starts from the date in which the activities as described in **Exhibit A** are reported on for the final time rather than from the date of submission of the final expenditure report for the award.

This Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE XVI. AUDIT REQUIREMENTS

The Project Developer shall to submit to the County within one hundred and eighty (180) days after the end of the Project Developer's fiscal year, and otherwise upon request by the County, audited financial statements, which must comply with Generally Accepted Accounting Principles (GAAP), covering the entire term of this Agreement. If the Project Developer fails to provide its audited financial statements within the 180 day time period referenced above, the Project Developer shall be in default hereunder. Notwithstanding the foregoing, the County may grant the Project Developer an extension of the 180 day time period to provide its audited financials, but such extension shall be solely at the County's discretion.

ARTICLE XVII. EVALUATION

- a) The Project Developer agrees that the County shall be responsible for monitoring and evaluating all aspects of the services provided under this Agreement. The County shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the County or the State of Florida to accomplish this obligation, subject to state and federal confidentiality requirements.
- b) In order to properly monitor and evaluate the Project Developer's performance under this Agreement, the County shall make on-site inspections as often as it deems necessary. The County shall provide notice of its intent to inspect records to the Project Developer at least 3 business days in advance. Further, the Project Developer shall submit an activity report with each reimbursement request which details the progress made to date toward the completion of the activities authorized under Exhibit "A". Failure by the Project Developer to assist the County in its monitoring and evaluation efforts, including allowing the County to conduct the on-site inspections and have access to the Project Developer's records, and/or failure to submit the activity reports, as required, shall result in the imposition of sanctions as specified in Article V herein.

ARTICLE XVIII. DRUG FREE WORKPLACE

The Project Developer shall assure the County that it will administer, in good faith, a policy designed to ensure that the Project Developer is free from the illegal use, possession, or distribution of drugs or alcohol.

ARTICLE XIX. ENVIRONMENTAL REVIEWS

The Project Developer further agrees that it shall supply the County with the environmental reports obtained by the Project Developer relating to the Project for review by the County.

ARTICLE XX. NEGATION OF AGENT OR EMPLOYEE STATUS

- a) The Project Developer shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute the Project Developer or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary or subagent of the Project Developer to be a representative, agent, subagent, or employee of the County.
- b) The Project Developer certifies its understanding that the County is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to this insurance or taxes of the Project Developer and assistant(s) of the Project Developer.
- c) In no event shall any provision of this Agreement make the County or any political subdivision of the State of Florida liable to any person or entity that contracts with or provides goods or services to the Project Developer in connection with the services the Project Developer has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against the Project Developer. There is no contractual relationship, either express or implied, between the County or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to the Project Developer as a result of the provisions of the services provided by the Project Developer hereunder or otherwise.

ARTICLE XXI, PROJECT DEVELOPER MUST USE E-VERIFY, MUST HAVE LEGALLY AUTHORIZED WORKFORCE AND UTILIZE IMAGE BEST PRACTICES

The inclusion of this Article and provisions below shall not be construed to imply that the Project Developer is acting as the County's contractor as provided in sec. 448.095, Florida Statutes.

a) E-Verify

- i. The Project Developer (and its Subcontractors) are required to utilize the United States Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. The E-Verify system is an Internet-based system operated by DHS that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- ii. The Project Developer must obtain an affidavit from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Subrecipient is required to maintain a copy of such affidavit for the duration of the Contract Period and shall provide the County with a copy of such affidavit within three (3) Business Days of the County's request for said affidavit.
- iii. The parties acknowledge that the County will terminate this Agreement if it has a good faith belief that the Project Developer knowingly violated Florida Statutes Section 448.09(1); whereupon, the Project Developer will not be eligible for award of a public contract for at least one (1) year from the date of such termination.
- iv. If the County has a good faith belief that a Subcontractor knowingly violated Florida Statutes Section 448.095(2) (but that the Project Developer has otherwise complied with said Florida Statute), the County shall promptly notify the Project Developer of such violation and order the Project Developer to immediately terminate its contract with the applicable Subcontractor.

b) Legally Authorized Workforce

- i. The Project Developer is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, the Subrecipient represents and warrants:
 - aa) that the Project Developer is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States;
 - bb) that all of Project Developer's employees are legally eligible to work in the United States; and
 - that the Project Developer has actively and affirmatively verified such eligibility utilizing the E-Verify system and/or the Federal Government's Employment Eligibility Verification Form (the Form I-9).
- ii. Good faith claims/beliefs of the Project Developer's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813)

272-6554; and ICE (Immigration and Customs Enforcement) at I-866-DHS-2-ICE (1-866-347-2423).

c) IMAGE Best Practices

The Project Developer is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Subcontractors:

- Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
- ii. Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.
- iii. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not be limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
- iv. Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.
- v. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
- vi. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- vii. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.
- viii. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
- ix. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
- x. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
 - xii. Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

ARTICLE XXII. INDEMNIFICATION

The Project Developer shall indemnify, hold harmless, and defend the County and the Hillsborough County Board of County Commissioners, and the respective agents and employees of the County and the Hillsborough County Board of County Commissioners, hereinafter collectively referred to as the "Indemnified Parties", from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Project Developer, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against any of the Indemnified Parties by any employee of the Project Developer, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Project Developer or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this Article shall survive the expiration or earlier termination of this Agreement. In connection with any indemnifiable claim hereunder arising out of a claim by a third-party against the County, Project Developer shall be entitled to adequate notice and opportunity to defend any indemnifiable claim hereunder in good faith and with diligence.

ARTICLE XXIII. INSURANCE AND BONDING

- a) The Project Developer shall procure (or cause to be procured) and maintained throughout the term of this Agreement on behalf of itself and the County, insurance against loss by fire, flood (when required) and other hazards, casualties and contingencies in such amounts and manner as specified on, and as required by Exhibit "D" attached hereto and incorporated by reference herein, and as stated below, and as set forth in the mortgages securing the County's liens on the property. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. The Project Developer will pay promptly when due any and all premiums on insurance.
- b) The Project Developer shall ensure that the County and its Board of County Commissioners are named as additional insured parties as to the actions of the Project Developer, its employees, agents, assigns, and subcontractors, performing or providing materials and/or services to the Project Developer during the performance of this Agreement, on (i) all auto liability policies and general liability policies required to be obtained by the Project Developer pursuant to this Agreement, and (ii) all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies shall also contain a Severability of Interests provision. Every insurance policy must provide thirty (30) days prior written notice to the County of any cancellation, intent not to renew, or reduction in the policy coverage.
- c) The Project Developer shall require any general contractors to provide performance and payment bonds in the full amount of their contract amount(s) and to warranty their work for a period of one (1) year following final completion, acknowledging that all work will be of good quality, free from faults and defects and in accordance with the final design drawings/construction documents.

ARTICLE XXIV. RECAPTURE OF FUNDS

Subject to the conditions set forth in this Agreement, it is the intent of the parties that the County shall recapture any Local Housing Funds provided under this Agreement if the Project is considered in default under any of the provisions in this Agreement, following the expiration of the reasonable opportunity to respond and cure any default as provided for in **Article V**.

ARTICLE XXV. REVERSION OF ASSETS

Within thirty (30) days following the expiration or termination of this Agreement, the Project Developer shall transfer to the County any Local Housing Funds on hand at the time of expiration or termination of this Agreement if the Local Housing Funds have not been expended on eligible costs pursuant to this Agreement and any interest income attributable to the use of such funds.

ARTICLE XXVI. LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING ACCESS TO RECORDS FOR CERTAIN SERVICES CONTRACTS

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement, and that the inclusion of this statement and provisions below shall not be construed to imply that the Project Developer has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Project Developer is acting on behalf of the County in any way or capacity whatsoever as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions in this Article are otherwise applicable to the Project Developer. As stated below, the Project Developer may contact the County's Custodian of Public Records with questions regarding the application of Public Records Law; however, the Project Developer is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Project Developer advice regarding its legal rights or obligations.

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

Telephone Number: 813-612-5397

Email Address: AffordableHousingServices@hillsboroughcounty.org Mailing Address: 601 E. Kennedy Blvd., 24th Floor, Tampa FL 33602

If under this Agreement, the Project Developer is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Project Developer will comply with public records laws, and agrees to:

- i) Keep and maintain public records required by the County to perform the services under this Agreement as set forth in Article I, Section F.
- 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, Florida Statutes, or as otherwise provided by law.

- 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 term of this Agreement and following completion of the Agreement if the Project Developer does not transfer the records to the County.
- iv) Upon completion of the Agreement, transfer at no cost to the County, all public records in possession of the Project Developer or keep and maintain public records required by the County to perform the service. If the Project Developer transfers all public records to the County upon completion of the Agreement, the Project Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Project Developer keeps and maintains public records upon completion of the Agreement, the Project Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

If the Project Developer fails to comply with the requirements of this Article, County may take appropriate action under Article V.

ARTICLE XXVII. SURVIVABILITY/SEVERABILITY

- a) Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.
- b) In the event any section, sentence, clause or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE XXVIII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE XXIX. GOVERNING LAWS

Each party covenants and agrees that any and all legal actions arising out of or connected with this Agreement shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Agreement is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

ARTICLE XXX. AUTHORIZATION

Each party represents to the other that such party has authority under all applicable laws to enter into an agreement containing such covenants and provisions, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and

that the persons who have executed this Agreement are duly authorized and empowered to do so.

ARTICLE XXXI. NOTICE AND GENERAL CONDITIONS

All notices which may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

Hillsborough County

Affordable Housing Director Hillsborough County Affordable Housing Services 601 E. Kennedy Blvd., 24th Floor

Project Developer

Town Center Brandon Development Associates, LLC 180 Fountain Parkway North, Suite 100 St Petersburg, Florida 33716 Attn: Shawn Wilson AND

A copy of any notice to the Project Developer shall also be provided to:

JP Morgan Chase Bank, N.A. 100 N. Tampa Street, Suite 3300 Tampa, FL 33602 Attn: Tammy Haylock-Moore

AND

Raymond James Tax Credit Funds, Inc. 880 Carillon Parkway St. Petersburg, Florida 33716 Facsimile No.: 727-567-8455

Attention: Sean Jones, VP Director of Acquisition

AND

Julian S. Eller CASL 2911 Fruitville Rd. Sarasota, FL 34237

ARTICLE XXXII. TERMS

Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable federal statute or regulation. All article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE XXXIII. ESTOPPEL/WAIVER

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of

defective performance.

ARTICLE XXXIV MERGER AND MODIFICATIONS

This Agreement together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the County and the Project Developer expressly for that purpose.

ARTICLE XXXV. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE XXXVI. ELECTRONIC SIGNATURES AUTHORIZED

The parties agree that this Agreement and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS HERETO, the parties herein have caused this Agreement to be executed as of the day and year first above written.

CINDY STUART CLERK OF THE CIRCUIT COURT	HILLSBOROUGH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
BY: DEPUTY CLERK	BY:CHAIR
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	DATE:
BY: Nancy Y. Takemori	Document No.:
Senior Assistant County Attorney	

Approval	(Digital Signature)	Date
Department Fiscal Manager	Brenda L. Digitally signed by Brenda L. Brackins Date: 2023.02.15 23:27:28-05'00'	
Department Director	Brenda L. Brackins Digitally signed by Brenda L. Brackins Date: 2023.02.15 23:27:39 -05'00'	
Procurement Services	Jan Har	2/20/2023

Signed, sealed and delivered in the presence of:

TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company

By: CASL Town Center, LLC, a Florida limited liability company, its manager By: Community Assisted and Supported Living, Inc., a Florida non-profit corporation, its sole member By Julian S Eller Julian S. Eller, CEO JENNIFIER MOLINA Name printed or typed STATE OF Florido COUNTY OF Proceed The foregoing instrument was acknowledged before me by means of Aphysical presence or online notarization, this 2-15-23 (date) by Julian S Eller (name of officer or agent, title of officer or agent) of CASL TOWN CENTER (name of corporation (name of officer or agent, title (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification. [Notary Seal] Notary-Public JILLIAN NICOLE ROZEMA

Signed, sealed and delivered in the presence of:	
WITNESS SIGNATURES:	TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company
Dennifier Molina	
Print Name: TENNIFIER MOUNA	By: Blue Town Center, LLC, a Florida limited liability company, its manager
My Hopalein	By: Shi
withous dignature	Shawn Wilson, Manager Town Center Brandon Development
Print Name: M. J. Kopulain	Associates, LLC
STATE OF Florida	
COUNTY OF Pinellas	
notarization, this 15th day of Februa	fore me by means of □ physical presence or □ online •••••••••••••••••••••••••••••••••••
is personally known to me Dor has produced	(type of identification) as
identification.	
[Notary Seal]	
	Fillin Roz
Nota	Public C
	Julian Rozema
Nan	ne typed, printed or stamped
My	ne typed, printed or stamped Commission Expires:
JILLIAN NICOLE ROZEMA MY COMMISSION # HH 272764	
EXPIRES: June 6, 2026	

EXHIBIT "A" SCOPE OF SERVICES Town Center Brandon Development Associates, LLC.

Section I. SERVICES TO BE RENDERED BY PROJECT DEVELOPER

1. Scope of Work

- a) Local Housing Funds shall be provided to Project Developer under this Agreement to reimburse the Project Developer for certain eligible construction costs associated with the construction of a 77-unit residential affordable apartment rental project on the Property. Funds provided under this Agreement shall not be used for acquisition costs.
- b) The Property upon which the Project will be constructed is located at 2098 Town Center Blvd Brandon, FL 33511 in Hillsborough County, Florida as more specifically described in Exhibit "C".
- c) The Project Developer will procure a contractor to construct forty (40) 1 bedroom/1 bathroom units containing 700 s/f, and twenty-five (25) 2 bedroom/2 bathroom units containing 950 s/f, and twelve (12) 3 bedroom/2 bathroom units containing 1175 s/f, with twenty (20) of the total units set aside for special needs households.
- d) Common amenities to be provided within the Project may include elevators, clubhouse with fitness room or classroom and a playground/tot-lot. Unit amenities will include an appliance package including refrigerator, glass top range, dishwasher and front load washer and dryers, wood cabinets, granite countertops, large walk-in (where possible) closets, wood-look vinyl plank flooring, wood baseboards, marble windowsills, oversized windows in living rooms, two-inch, wood-look window blinds and ceiling fans. Project Developer shall provide a list of amenities to the County not less than 90 days prior to commencement of Construction.
- e) All units shall be constructed in accordance with the Florida Building Code. In addition, the Project Sponsor will implement Green Building initiatives in the following areas: Site Design, Resource Efficiency, Energy Efficiency, Water Efficiency, Indoor Environmental Quality, and Building Operation and Maintenance.
- f) Eligible construction costs shall include only those costs which are eligible for reimbursement under the HOPE Act, the adopted HOPE Biennial Plan and the County's applicable Affordable Housing Policies.

2. Unit Set-Asides, Affordability Period and Income Verification

- a) For purposes of this Agreement, all seventy-seven (77) units shall be subject to rent limitations and household income limitations for a designated affordability period, reflecting the County's total investment in the Project. Based on the maximum funding per unit of Local Housing Funds provided under this Agreement, all seventy-seven (77) units shall be considered to be assisted with Local Housing Funds. A minimum of twenty (20) units shall be set aside for persons with special needs, as defined in Chapter 420, Florida Statutes. The twenty (20) special needs units shall be "floating units" and need not be fixed units within the Project.
- b) The seventy-seven (77) units described above, hereafter referred to as the "Set-Aside Units",

shall have the following income set asides: thirty-nine (39) of the seventy-seven (77) rental units will be set aside for households with incomes at 50% of AMI or below and thirty-eight (38) of the units will be set aside for households with incomes at 80% of AMI or below for a period of fifty (50) years (the "Affordability Period"). The Affordability Period shall commence upon Project completion and initial occupancy.

During the fifty-year (50) affordability period applicable to this Project, the monthly rent for each unit shall not exceed the monthly rent limit set forth in the Florida Housing Finance Corporation multi-family rental program guidelines for the SHIP program, as adjusted annually.

The household income and rent restrictions for the Set-Aside Units shall be reflected in the Land Use Restriction Agreement, a copy of which is attached as **Exhibit "J"**, which shall be executed by the Project Developer and recorded in the public records of Hillsborough County.

In the event the Project Developer offers the Property for sale before the end of the Affordability Period, the Project Developer must give a right of first refusal to eligible nonprofit organizations for purchase of the Property at the current market value for continued occupancy by eligible persons.

The Project Developer is responsible for verifying the income of persons residing in the Set-Aside Units before executing lease agreements and annually thereafter for the duration of the Affordability Period.

The Project Developer will select and place eligible households into units within the Project on a first-come, first-serve basis in a manner which will ensure there will be no discrimination on the basis of race, creed, color, age, sex, familial or marital status, sexual orientation, gender identity or expression, handicap, religion, or national origin.

Project Budget

The Anticipated Project Sources and Uses as of October 29, 2021, (the date that the Project Developer initially applied for this funding), were as follows:

SOURCES	Budget
JPMorgan Chase Bank, N/A.	\$ 4,300,000
Raymond James/Tax Credit	\$ 8,490,130
Hillsborough County Local	\$ 6,250,000
Hillsborough County Local (Land Acquisition)	\$ 1,385,000
Deferred Developer Fee	\$ 277,409
Total Project Sources	\$ 20,702,539
USES	
Land	\$ 1,385,000
Construction	\$ 12,850,154
Soft Costs/General Development	\$ 2,079,628
Financing Cost	\$ 1,096,125
Developer Fee/Operating Reserves	\$ 3,291,632
Total Uses	\$ 20,702,539

Funds provided pursuant to this Agreement may only be used for eligible construction costs.

Section IL PAYMENT SCHEDULE

- a) The County will reimburse the Project Developer with Local Housing Funds for allowable development expenses including but not limited to architecture and engineering, infrastructure and construction expenses, as determined by the County and as set forth in this Agreement.
- b) All Local Housing Funds provided under this Agreement shall be paid in reimbursement to the Project Developer. Advance disbursements of Local Housing Funds are not allowed under this Agreement. Requests for reimbursement must be submitted to the County's Affordable Housing Services Department in substantially the same format as Exhibit "B." All requests for reimbursement must comply with the requirements in Article III of this Agreement, specify the line-item for which reimbursement is being requested and must be accompanied by copies of paid bills, receipts, copies of signed checks or other means of proving work was completed and paid for by Project Developer. All requests for reimbursement must be made no later than fifteen (15) days after the funding expenditure deadline defined in Article II of this Agreement.
- c) Project Developer may retain a Developer Fee in an amount not to exceed \$277,409 of the total HOPE award. Project Developer may make a request for one-half of the Developer Fee upon 50% of project completion and request the remaining balance once the Certificate of Occupancy is issued.
- d) Each request for payment shall be accompanied by a certification from the general contractor for the Project ("Project Contractor"), with lien releases and waivers from both the Project Contractor and applicable subcontractor, and the Project Developer shall certify that the request is for expenses that have been incurred. For hard construction costs and architecture and engineering costs reimbursable under this Agreement, each request for disbursement shall also be accompanied by a certification from the Project Contractor and/or project architect and engineer via an AIA billing format (G702/G703) and approved by the Project Developer that the request is for expenses that have been incurred, accompanied by lien releases and waivers as applicable. The Project Developer may not request reimbursement under this Agreement unless the funds are for repayment of eligible costs pursuant to County's policies for expenditure of HOPE funds and the amount of each reimbursement request shall be limited to the amount expended.
- e) All requests for reimbursement shall be on the Project Developer's official letterhead. All requests for reimbursement must comply with the requirements in Article III of this Agreement, specify the line-item for which reimbursement is being requested, and must be accompanied by copies of paid bills, copies of endorsed checks, and other means of proving work was completed and paid for by Project Developer. Requests for reimbursement may be made electronically with digital copies of the above-mentioned documentation.
- f) In no event shall the total amount of consideration paid under the Agreement exceed Six Million Two Hundred and Fifty Thousand and NO/100 Dollars (\$6,250,00.00). This amount shall be expended by March 31, 2026. If the Project Developer fails to submit proper documentation for reimbursements during the term of this Agreement, any undisbursed funds will be forfeited by the Project Developer and will remain with the County.
- g) Project Developer shall maintain all such records, accounts, property records, and personnel records as are deemed necessary by County to assure proper accounting of Project funds and

compliance with the provisions of this Agreement. Project Developer shall also maintain financial and program records as follows:

- Items purchased and paid for through standard Project Developer procedure - an invoice and copy of the endorsed check issued for payment.
- Contractual Agreements Contracts, billings, and copies of warrants.
- Any materials drawn from stockpile Records indicating the amount of material and cost based on the purchase price.
- Capital expenditures in excess of ten thousand (\$10,000) Description, model, serial number, date of acquisition, and cost of acquisition, if applicable to Agreement, and approved budget.
- Proper documentation and verification of income and assets of persons served.
- h) Flexibility of costs between project budget categories shall not be allowed and funds made available for expenditure under one project budget category shall not be used to pay costs incurred under any other project category budget except upon prior written consent of the County in the form of a Budget Realignment Memo signed by the County Administrator or by his/her designee. Flexibility of line item costs will be allowed provided there is no increase in total funding provided to the Project under this Agreement and provided that any request for change is submitted in writing and approved by written consent of the Affordable Housing Services Department Director or by his/her designee.

Section III. PROCEDURE

a) Schedule of Values

At least ten (10) days prior to submitting the first application for payment ("AFP"), the Project Developer shall submit to the County a final schedule of values and construction schedule for all activities of the Scope of Work detailed in this **Exhibit** "A". The schedule shall be satisfactory in form and substance to the County and shall subdivide the work into component parts in detail sufficient to serve as the basis for measuring the work in place and calculating amounts for progress payments during construction. Unsupported or unreasonable allocation of costs to any one activity shall be justification for rejection of the schedule. No payment will be made until the schedule of values has been submitted and approved by the County. The AFP shall delineate all activities on the schedule, the value of each, previous percentage completed approved, current percentage completed requested, and value of percentage requested. The construction schedule shall be provided on a monthly basis detailing the projection of the work completed to date.

b) Application for Payment (AFP)

No payment will be processed until a notice to proceed is issued by the County. The first AFP shall be made no earlier than thirty (30) days after the County provides a notice to proceed, and then monthly thereafter, but not more than once a month. The issuance of the purchase order for the Project from the County shall serve as the notice to proceed. Each progress payment shall be accompanied by an AIA Form G-702 certification from the Project Contractor for expenses having been incurred on the Project. Copies of paid invoices, endorsed checks, construction vouchers, or other means of establishing work has been completed must be submitted by the Project Developer. The AFP, when submitted, shall be filled out accurately and

signed by the Project Developer, covering the work completed as of the date of the AFP and supported by such data as required by the County. The Project Developer shall comply with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, including the limitations in sec. 218.735(8), Fla. Stats., on withholding a retainage of more than 5 percent. The Project Developer shall require its contractors to comply with all applicable provisions of the Local Government Prompt Payment Act. The Project Developer shall certify in writing that all subcontractors and suppliers have been paid for acceptable work and materials from previous progress payments received (less any retainage) prior to receipt of any progress payments. If payment is requested on the basis of materials and/or equipment not incorporated in the work but delivered and suitably stored at the construction site or another location agreed to in writing, the AFP shall also be accompanied by such supporting data as will establish the Project Developer's interest in the material and equipment and protect its interest therein. This shall be at the sole discretion of the County. Disbursements of state program funds shall not be made until the County approves the request for payment and inspects the work completed. If all conditions are met, and the work performed and materials supplied are satisfactory to the County and after concurrence by the Project Developer, the Project Developer shall receive payment.

c) Inspection and Approval

Beginning with the Project Developer's second request for payment, or within 45 days of payment of the funds to the Project Developer pursuant to this Agreement if all the funds are paid to the Project Developer in a single draw, the Project Developer shall submit a Contractor's Statement of Satisfaction which shall be applicable to both the Project Contractor and all subcontractors, certifying that all monies due have been paid. This notice must be signed and witnessed by a Notary Seal. In addition, the County may elect to perform onsite inspections to verify progress.

d) Retainage

All progress payments will be subject to a withholding retainage of no more than 5 percent. When fifty percent (50%) of the work has been completed (not including stored materials), the Project Developer may submit a request to the County to reduce the percentage of retainage to 2.5% being withheld for the remaining work. The County may approve such request, provided the work has proceeded to the satisfaction of the County and has passed any inspection conducted by the Affordable Housing Services. At any time, if the County determines the work is not proceeding as scheduled or the quality of work does not meet the applicable standards, the County will reinstate the full five percent (5%) retainage. The retainage may be increased for deficiencies included but not limited to, schedule delays, delinquent submittals, subcontractor non-payment (regardless of fault), or defective work. All remaining retainage shall be requested in the final payment only after final acceptance of work including an on-site inspection by the County. However, the County does have authority to release retainage.

e) General Contractor

The Project Developer shall submit for review and approval the Project Contractor's agreement for services prior to execution.

f) Substantial Completion

When the Project Developer believes the development activities are substantially complete, it shall certify as such in writing notifying the County and the County will make an inspection of the construction to determine the status of completion. If the County considers the construction complete, it will provide written notice in concurrence. If the County does not consider the construction substantially complete, the County will

provide written notification to the Project Developer listing the specific reasons. However, substantial completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance and operations are in place.

g) Final Completion

- 1. Upon written notice from the Project Developer that the construction is complete, the County shall schedule a final inspection with the Project Developer and any other personnel requested by the County. The County shall notify the Project Developer in writing of any work this inspection reveals to be defective, or otherwise not in accordance with Agreement or applicable codes and standards of the County. If such notice is received, the Project Developer shall take immediate action as deemed necessary to remedy such defects and bring the construction into full compliance with the Agreement. Final completion of the work shall be achieved by the Project Developer only when the County determines that all work required under the Agreement has been satisfactorily completed and issues a Certificate of Final Completion. Application for Final Payment (AFFP)
- 2) The application for final payment (AFFP) shall be accompanied by 1) the Project Developer's affidavit of payment of any debts and claims from the subcontractors, general contractor or other entities associated with the construction, 2) a Certificate for Final Completion, including the final inspection report, 3) a certificate of occupancy for each building, and 4) a copy of the Project Contractor's and all subcontractors' statements of satisfaction. If on the basis of observation including final inspection, review of the AFFP and all other required documents, the County is satisfied that the construction has been completed and the Project Developer has fulfilled its obligations under the Agreement, final payment will be made. Otherwise, the County will return the AFFP to the Project Developer indicating in writing the reason(s) for refusing to approve final payment, in which case the Project Developer will make necessary corrections and resubmit the AFFP for approval.

Section IV. PROJECT SCHEDULE

It is anticipated that the construction work defined for the Project will begin fourteen months after the County conveys the Property to the Project Developer and the construction shall be completed by thirty-six months after the County conveys the Property to the Project Developer. The Project Developer shall notify the Affordable Housing Services Department of any circumstances that may cause any delay to the Project as soon as reasonably possible. As necessary, the County shall cooperate with Project Developer to provide proof to senior lenders for the Project that applicable time periods, completion dates and maturity dates are extended, within the limitations of the HOPE Act and the County's Affordable Housing Policies.

Section V. PERFORMANCE MEASURES

The overall goal of this Project is to provide affordable, decent and safe housing for very low-income residents of Hillsborough County. Thirty-nine of the seventy-seven (77) rental units will be set aside for households with incomes at 50% of AMI or below and thirty-eight (38) of the units will be set aside for households with incomes at 80% of AMI or below. Of the seventy-seven (77) total units, a minimum of twenty (20) units shall be set aside for persons with special needs as defined in Chapter 420, Florida Statutes.

Section VI. PROJECT REPORTS

The Project Developer shall provide the status reports to the County throughout various stages of the Project as follows:

- a) Construction The Project Developer shall submit to the County within fifteen (15) days from the end of each month, a monthly report in substantially the same format as set forth in Exhibit "E", attached hereto.
 - Lease-up The Project Developer shall provide initial occupancy information for each tenant occupying a Set-Aside unit in substantially the same format as set forth in Exhibit "F", attached hereto. All seventy-seven (77) units shall be leased within one hundred-eighty (180) days after construction completion.
- b) Annually The Project Developer shall submit to the County annual reports throughout the Affordability Period including but not limited to updated insurance information, a financial audit pursuant to Article XVI of the Agreement, and the Occupancy and Rent Reporting Form in substantially the same format as set forth in Exhibit "F".
- c) During construction, the Project Developer shall submit to the County a Monthly Progress Report detailing the construction activity. Once the Project is completed the Project Developer shall submit a report on the tenure of the units shown in Exhibit "E" page 2. This report will provide information detailing the number of households served by income category, age, family size, and race, and data regarding any special needs populations for tenants occupying the Set-Aside Units. This report will be provided monthly until all of the units are occupied. The Project Developer should report on any support services available to the residents of affordable housing provided by local programs.

Section VII. EMERGENCY DUTY/INCIDENT MANAGEMENT

- a) Pursuant to a Federal, State or local government Declared State of Emergency, the Affordable Housing Services Department, hereinafter referred to as "AHS", may order any action necessary to abate a threat or danger that it determines may be an imminent and substantial endangerment to human health, public safety, the general welfare of individuals or the environment because of an actual or impending disaster.
- b) In the event of a disaster or major incident, the Project Developer may be required to assist AHS in response and recovery efforts to include sharing of information, partnering with AHS for use of the Project Developer's resources and coordination of any actions deemed necessary to augment the County's response and/or recovery efforts, subject to federal and FHFC requirements. The Project Developer agrees to assist in disaster response and recovery efforts to the best of their ability and may be called upon to provide assistance at the Disaster Recovery Center, located at Hillsborough County AHS or other designated location.
- c) The Project Developer further agrees that, under this agreement, suspension of its usual and customary activities as well as the activities defined under the scope of this agreement may be required. It also may be necessary for the Department to reallocate funds designated to the Project Developer for the purposes of emergency management operations. Project funds will be reallocated to the Project Developer in the amount de-obligated under the suspension after the emergency management is declared completed.

End Exhibit "A"

EXHIBIT "B" REQUEST FOR PAYMENT Town Center Brandon Development Associates, LLC

	Town Cente	er-The Loop Apa	ssociates, LLC rtments	_ BOCC DOC NO	
	FINAN	CIAL STATUS			
T	OTAL -		EXPENDITU	IRES	REMAININ
BUDGET CATEGORIES APP	ROVED	Previous Payments:	AMOUNT OF THIS REQUEST:	Payments made to Date:	G BALANCE
Construction and Soft \$5,9 Costs	72,591.00				
Developer Fee \$277	,409.00				
TOTAL AMOUNT PAID \$6,2	50,00.00				
I certify that the goods and/or services accordance with the terms and conditi					n
AUTHORIZED SIGNATURE		1	DATE		
Please attach documentation substanti	ating expendi		25.5.27		

End Exhibit "B"

EXHIBIT "C"

LEGAL DESCRIPTION Town Center Brandon Development Associates, LLC

Folio #: 071878-0150

Address: 2098 Town Center Blvd, Brandon, FL 33511

Legal Description: SOUTH TAMPA SUBDIVISION COM AT SE COR THN S 88 DEG 53 MIN 08 SEC W 666.59 FT THN N 00 DEG 13 MIN 04 SEC E 15 FT THN S 88 DEG 53 MIN 08 SEC W 380.96 FT TO POB THN S 88 DEG 53 MIN 08 SEC W 264.22 FT THN N 00 DEG 13 MIN 04 SEC E 361.28 FT THN N 88 DEG 59 MIN 22 SEC E 415.58 FT THN ALONG 404.61 FT ALONG ARC OF CUR TO LEFT RADIUS OF 514 FT CRD BRG S 22 DEG 47 MIN 26 SEC W 394.25 FT TO POB

End of Exhibit "C"

EXHIBIT "D"

INSURANCE REQUIREMENTS Town Center Brandon Development Associates, LLC.

The Loop Apartments

The following insurance requirements and limits of liability are required:

A. Worker's Compensation (as required by Florida statute) & Employers' Liability Insurance:

Employer's Liability

N/A

Limit each accident

N/A

Limit Disease Aggregate

N/A

Limit Disease each employee

B. Commercial General Liability Insurance:

General Aggregate \$1,000,000.00
Products and Completed Operations \$1,000,000.00
Personal and Advertising Injury \$1,000,000.00
Each Occurrence \$1,000,000.00

Fire Damage (any one fire) N/A

C. Business Automobile Liability Insurance "ANY AUTO" coverage will go into effect upon building completion:

Bodily Injury & Property Damage Liability: \$ N/A - Combined Single Limit Each Accident

- D. Builder's Risk is required.
- E. Professional Liability: \$ N/A per claim

FLOOD INSURANCE. (Required whenever the property is located in an area of special flood hazards in which flood insurance is available under the National Flood Insurance Act.)

☐ REQUIRED ☒ NOT REQUIRED

Flood insurance shall be provided for the subject property during the term of the mortgage loan. The insurance shall be in an amount at least equal to the outstanding principal balance of all mortgage(s), or the maximum amount of insurance available with respect to the project under the National Flood Insurance Act, whichever is lesser.

End Exhibit "D"

^{*} General Liability and Auto Liability Insurance must include "Hillsborough County, a political subdivision of the State of Florida" as an Additional Insured.

^{**}All insurance policies must include standard fire and extended coverage in amounts not less than necessary to comply with the coinsurance clause. All such insurance shall be carried by companies approved by the County, and all policies shall be in such form and shall have attached hereto loss payable clauses in favor of "Hillsborough County, a political subdivision of the State of Florida" and any other parties as shall be satisfactory to the County. The County shall be listed as an additional insured on all such insurance policies.

EXHIBIT "E"

MONTHLY REPORTING Town Center Brandon Development Associates, LLC. The Loop Apartments

			REMAINING	PERCENTAGE
	PROJECT COSTS	FUNDS EXPENDED THIS MONTH	BALANCE OF FUNDS	OF FUNDS EXPENDED%
Local Housing Funds	\$6,250,00.00			
Total County Funds	\$6,250,00.00			
Describe briefly the project		month: additional page, if necessa	ry)	
			ry)	
lease note briefly projec	t status/delays: (Attach a		ry)	
lease note briefly projec	t status/delays: (Attach a	additional page, if necessa	ry)	
Please note briefly project I. Do you need technical ass If yes, please specify:	t status/delays: (Attach a	additional page, if necessa		cording to the tern
Please note briefly project I. Do you need technical ass If yes, please specify:	t status/delays: (Attach a	additional page, if necessa No		cording to the term
Please note briefly project I. Do you need technical ass If yes, please specify: certify the information	t status/delays: (Attach a sistance? Yes	additional page, if necessa No		cording to the term

Exhibit "F"

HOPE Funded Multi-Family Rental Projects Occupancy and Rent Reporting Certification Form

	Address: Date Subm		ME					Total # u Total # E				=	
init#	#Bed- rooms	НОРЕ	Tenant name	Hshld size	Annual Income	Date deter- mined	% Area median	Lease date	Lease rent ¹	Tenant- paid utilities ²	Total rent plus utilities	Allow- able rent & utilities ³	Comments
I	enant Inco	me document	s as needed: ntation used for veri mation is true and co ager signature;	orrect.						Date:			
()wner Emai	:											
	J reviewer.		1.5						Date	reviewed:			

End Exhibit "F"

EXHIBIT "G"

EQUAL EMPLOYMENT OPPORTUNITY - APPLICABLE STATUTES, ORDERS AND REGULATIONS*

TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES. LLC.

HILLSBOROUGH COUNTY, FL

- --- Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- ---- Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

STATE OF FLORIDA

- ---- Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race,
 - religion, national origin, or physical disability.
- ---- Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- ---- Florida Statutes § 112.043, prohibits age discrimination in employment.
- ---- Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- ---- Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.
- ---- Florida Civil Rights Act of 1992, Florida Statutes §\$760.01 760.11, as amended.
- ---- Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.
- ---- Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.
- --- Florida Fair Housing Act, Florida Statutes §§760.20 760.37.
- --- Florida Statutes §760.40, provides for the confidentiality of genetic testing.
- ---- Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- --- Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.
- ---- Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.
- ---- Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

FEDERAL

- ---- Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.
- ---- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- ---- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and
 - 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P.
 - L. 111-2, 123 Stat. 5.
- ---- Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.
- ---- Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- --- Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.
- --- Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.

- ---- Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.
- ---- Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.
- --- Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60- 2 (Revised Order 4).
- ---- Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.
- ---- Interagency Agreement promulgated on March 23, 1973.
- ---- Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- ---- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.
- ---- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.
- ---- Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat 713.
- ---- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008,
 - P. L. 110-325, 122 Stat. 3553.
- ---- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
- ---- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- --- State and Local Assistance Act of 1972, as amended.
- ---- Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments,

as amended.

- ---- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§
 - 5.100 5.605.
- --- Executive Order 13673, Fair Pay and Safe Workplaces.

*The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract.

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Project Developer (referred to in this Exhibit as "contractor"), agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of

the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

End Exhibit "G"

EXHIBIT "H" SUBRECIPIENT EXPENDITURE SCHEDULE

AGENCY: Town Center Brandon Development Associates, LLC

PROJECT: The Loop Apartments FUNDING AMOUNT: \$6,250,000

MONTH	PROPOSED EXPENDITURE	PERCENTAGE PROJECT COMPLETION
Fill in the months	1 1	
	the second second second	
	1.4	
Total:	\$6,250,000	

End Exhibit "H"

EXHIBIT "I" Tenant Income Certification

		FLORI	430/639/ C****	IG FINANCE C	The state of the s	ON		Enter Full D Effective Date:	late (mm/dd/yyyy)
	I Ini	tial Certific	ation	Recertification		Other	ndicates Type	Move-in Date:	
			_	PART	1- DEVELO				
				17931	1-DEVELO	MENT DAY			
ley Num	ber	D	evelopment					County	
Init ID:			N#	Addre	955			City	
				PART II -	HOUSEHOL	D COMPOSI	TION		
HH				First Name &		nship to	Date of Birth	Age as of	Full Time Studen
Mbr#	Last Nan	ne		Middle Initial		Household	(mm/dd/yyyy)	Effective Date	(Y or N)
2					Н-	Head		1 1	
3	-								
4	-		_						
5									
6	1								
7									
8									
9									
		PART III -	GROSS ANN	UAL ANTICIPAT	TED HOUSE	HOLD INCOM	ME (USE ANNUA	LIZED AMOUNT	S)
11.44		(A)	(B)	70	(C)	(D)			
HH Mbr#		oyment	Social Se		Public sistance	Othe		If Other.	
IVILIE #	OI V	or Wages Pensio		Als As	Sistance	aico	De In	dicate Type	
									(4)
	1		2						8
	10000							X 515175	
alculate	sum of (A)	through (D), above			(E) TO	TAL ANTICIPATI	ED INCOME:	\$ -
alculate			C	ASSETS AND AN	INUALIZED /			ED INCOME:	
alculate HH			VALUE OF A	ASSETS AND AN	INUALIZED (1)	ANTICIPATE		4	
	PART	IV-CASH	VALUE OF A		_	ANTICIPATE	D HOUSEHOLD	INCOME FROM	ASSETS (K)
НН	PART (F)	IV - CASH (G)	VALUE OF A	(H)	(1)	ANTICIPATE	D HOUSEHOLD	INCOME FROM	ASSETS (K)
нн	PART (F)	IV - CASH (G)	VALUE OF A	(H)	(1)	ANTICIPATE	D HOUSEHOLD	INCOME FROM	ASSETS (K)
нн	PART (F)	IV - CASH (G)	VALUE OF A	(H)	(1)	ANTICIPATE	D HOUSEHOLD	INCOME FROM	ASSETS (K)
нн	PART (F)	IV - CASH (G)	VALUE OF A	(H)	(1)	ANTICIPATE	D HOUSEHOLD	INCOME FROM	ASSETS (K)
HH Mbr#	PART	IV - CASH (G) Check	VALUE OF A	(H) Savings	(1) co	ANTICIPATE	D HOUSEHOLD	INCOME FROM	ASSETS (K)
†iH Mbr#	PART	IV - CASH (G) Check	VALUE OF A	(H) Savings (G) through (J) at	(1) CD	ANTICIPATE	D HOUSEHOLD (J) Other	INCOME FROM	ASSETS (K) Asset Income
HH Mbr#	PART (F) C / I	(G) Check	VALUE OF A	(H) Savings (G) through (J) at	(1) CD	ANTICIPATE	D HOUSEHOLD	INCOME FROM	ASSETS (K)
HH Mbr#	PART	(G) Check	ing late sum of	(H) Savings	(1) CD cove:	ANTICIPATE Sopaled Actu	D HOUSEHOLD (J) Other	INCOME FROM If Other, Indicate Type	ASSETS (K) Asset Income
HH Mbr#	PARTI (F) C/I L CASH VA	(G) Check	value of A	(H) Savings (G) through (J) at	(1) CD Dove: (M) Total Ans	anticipate Sopated Actu	Other Al Asset Income:	INCOME FROM If Other, Indicate Type	ASSETS (K) Asset Income
HH Mbr#) TOTAL) Enter total e	PART I (F) C / I L CASH VA Item (L) an	(G) Check ALUE: Calo	ing ling ulate sum of S	(H) Sawings (G) through (J) at	(I) CD cove: (M) Total Ant assbook Rate	Sopated Actu	Other Al Asset Income: 16% = (O) Inter of Item (M)	INCOME FROM If Other, Indicate Type Indicate Type Inputed Income: or Item (O)	ASSETS (K) Asset Income
HH Mbr#) TOTAL) Enter total e	PART I (F) C / I L CASH VA Item (L) an	(G) Check ALUE: Calo	ing ling ulate sum of S	(H) Sawings (G) through (J) at	(I) CD cove: (M) Total Ant assbook Rate	Sopated Actu	Other Al Asset Income:	INCOME FROM If Other, Indicate Type Indicate Type Inputed Income: or Item (O)	ASSETS (K) Asset Income
HH Mbr# TOTAL	PART I (F) C / I L CASH VA Item (L) an	(G) Check ALUE: Calo	value of A	(H) Savings (G) through (J) at X POME FROM AS	(1) CD DOVE: (M) Total Ant assbook Rate SSETS: En	Sopated Actu	Other Al Asset Income: 16% = (O) inter of item (M) ites of item (M) ites of item (M) item (INCOME FROM If Other, Indicate Type Indicate Type Inputed Income: or Item (O)	ASSETS (K) Asset Income
FIH Mbr#) TOTAL) Enter total e	PART I (F) C/I C/I L CASH VA Item (L) an exceeds \$5	Check ALUE: Calo mount if (P) T (Q) TOI multi be used	ing ulate sum of the s	(H) Sawings (G) through (J) at X P. DME FROM AS HOLD INCOM HOUSEHOLD Coastmum income eight	(1) CD DOVE: (M) Total Anti- assbook Rate assbook Rate EFROM AI ERTIFICATIN Dity, We have	anticipate Sopated Actu ter the grea L SOURCE DN AND SIG	D HOUSEHOLD (J) Other al Asset Income: 16% = (O) Inter of Item (M) (ES - Add (E) + (NATURES In person(s) set trrin.	INCOME FROM If Other, Indicate Type Inputed Income: or Item (O) P) S	ASSETS (K) Asset Income \$ - \$ -
HIH Mbr # TOTAL Total e	PART I (F) C / I L CASH VA Item (L) an exceeds \$5	Check ALUE: Calo mount if (Q) TOT multiple used mount if the control in the	value of A	(H) Savings (G) through (J) at X F: OME FROM AS HOLD INCOM HOUSEHOLD Castman factore eligile land ord immediate	(1) CD DOVE: (M) Total Ant assbook Rate SSETS: En EFROM AI ERTIFICATIV	anticipate Sopated Actu ter the grea L SOURCE DN AND SIG	D HOUSEHOLD (J) Other al Asset Income: 16% = (O) Inter of Item (M) (ES - Add (E) + (NATURES In person(s) set trrin.	INCOME FROM If Other, Indicate Type Inputed Income: or Item (O) P) S	ASSETS (K) Asset Income
HH Mbr #) TOTAL) Enter total e information e total e	PART V CASH VA Item (L) an exceeds \$5 PART V don on the form rose annual in the landors are a foreign, in the landors are a foreign, in the landors are affectors, in the landors are affectors.	Check ALUE: Calco Check ALUE: Calco (P) To (P) To mixII be used norme. Itwe of Immediately we cently that	value of A	(H) Savings (G) through (J) at X P. DME FROM AS HOLD INCOM HOUSEHOLD Coasmum hocome elegible land ord merelate per percentage of the pe	(1) CD DOVE: (M) Total Ant assbook Rate SSETS: En E FROM AI ERTIFICATION by upon any men as student	anticipate Sopated Actu conter the grea L SOURCE ON AND SIG provided for eacher of the house	D HOUSEHOLD (J) Other at Asset Income: 16% = (O) inter of item (M) (E) - Add (E) + (NATURES in person(s) set turn, enoid moving out of the person (s) to fine	INCOME FROM If Other, Indicate Type Inputed Income: or Item (O) P) S In Part II acceptable vine unit or any new me	ASSETS (K) Asset Income S - S - S - sentication of current ember moving in, these clares further understance
HH Mbr # TOTAL Total e Information Total e Total e Total e Total e Total e	PART I (F) (C / I C / I C / I L CASH VA Item (L) an exceeds \$5 PART V ton on the formose annual in ty the landor, exceed for the control of the control of the control of the control of the parenteen of the control of the co	Check ALUE: Calco Check ALUE: Calco (P) To (P) To mixII be used norme. Itwe of Immediately we cently that	value of A	(H) Savings (G) through (J) at X P. DME FROM AS HOLD INCOM HOUSEHOLD Coasmum hocome elegible land ord merelate per percentage of the pe	(1) CD DOVE: (M) Total Ant assbook Rate SSETS: En E FROM AI ERTIFICATION by upon any men as student	anticipate Sopated Actu conter the grea L SOURCE ON AND SIG provided for eacher of the house	D HOUSEHOLD (J) Other at Asset Income: 16% = (O) inter of item (M) (E) - Add (E) + (NATURES in person(s) set turn, enoid moving out of the person (s) to fine	INCOME FROM If Other, Indicate Type Inputed Income: or Item (O) P) In Part II acceptable vine unit or any new me anabelet. The uncer- on of the lease agreement	ASSETS (K) Asset Income S - S - S - sentication of current ember moving in, these clares further understance

Florida Housing Finance Corporation

Rev. August 2016

Indicate AMI category served by household for set-aside requirement of each Florida Housing program. AMI Category CAP *** Upon SALL SS		TANF enablance Jule training program Single parent / dependent child
Section 8 Indicate assistance type Ferrart Besed Part P	PART VII - PROGRAM NAME	PART VIII - DETERMINATION OF INCOME ELIGIBILITY
Rents Assistance If Section 8, Indicate assistance type Yenert Bened Project Based Project Based Project Based Project Based Section 8 Part of bedocram in the section of bedocr	AMI Category AMI Category AMI AMI Category AMI AMI AMI AMI AMI AMI AMI AM	(refer to Part V) Most restrictive AM cultimory met by household (refer to Part VII) AMI W Current Income Limit \$ Pacertification only Household size at move in Total household income at move in Outent Income Limit x 140% Household income exceeds 140% at Recentification
Rents Assistance If Section 8, Indicate assistance type Yenert Bened Project Based Project Based Project Based Project Based Section 8 Part of bedocram in the section of bedocr		, DENT
If Section 8, Indicate assistance type Yenard Bessed Project		
PART X - CATEGORICAL OR PUBLIC PURPOSE SET ASIDE OR TARGETING REQUIREMENT TYPES	Tenant Bened Froject Bened S S S S S S S S S	Unit meets HOME Program rent restriction at Number of bedrooms in this unit Cutment ent time for this unit \$ Refer or applicable achedule of maximum afoestie rental Rent Concession - Procedural current region Total Amount \$ Lease Term
	PART X - CATEGORICAL OR PUBLIC PURPOSE'S	ET ASIDE OR TARGETING REQUIREMENT TYPES
SPND (Indicate with X to geleaf ALL set acides or largets that apply to this household)	Ondinate with V in relact All pair	arteur arteunis baut anna, la fate hamabatet
Link Rederral Agency Number Workforce Housing Commercial Safring worker Eideny Family (SAIL only) Family (SAIL only) Family (SAIL only)	Link Referred Agency Number Commender Shiring worker Elderly Farmworker Hurrecess Developmentally Disabled Special Needs	Workforce Housing Family (SAIL only) Votes in Number of BRIs (MMRB PPC only)
SIGNATURE OF OWNER REPRESENTATIVE	SIGNATURE OF OWNE	R REPRESENTATIVE
issed on the representations herein and upon the proofs and documentation required to be submitted, the individually, insmed of this Tenant Income Certification islane eligible under the provisions of the programs; Indicated in Part VIII, and the Estended greenest and/or Land Use Restriction Agreement (if applicable), to live in a unit in this Development. Signature. Deta:	and on the presentation basis and also the sands but the	ns of the programs (indicated in Part VII), and the Estended Use
Midad Name.	of this Terrant Income Certification halars eligible under the provision greatment and/or Land Use Restriction Agreement (if applicable), to	Dete:
	of this Tenant Income Certification balance eligible under the province greenment and/or Land Use Restriction Agreement (if applicable), to greeting	Dete:

	PART XI - STATIS	STICAL DATA	
Note: Informati	on in the Part JC is gathered by stational use only	No resident to me time! In a	and the section of th
	destre to do so	THE THE REPORT OF	, a sa con an
Findunal	o provide information in this Part will not affect any	right the household has as	realdents. There is
no penalty	for households that do not complete the form.		
For Office	Use. Household elected not to participate.		
New Households Prior Housing Inform (Answer for household Monthly rest payment Monthly house payment	need)		
ZIP Code			
All Households Current Employment (Answer for household he Consistent 23° Code		Additional House A member of the power of the power Medica Receives Medica to a Person With	(i) so benefits
			20140 B
Racial Categories* (5		Total Number of Household Members	Total Number of Hispanic or Latino
American Indian or Ale		Per Delegary	Household Members
Anima			
Stack or African Ameri	w)		
Netive Hawelers or Ctl			
White	SELECTION OF THE PARTY.		
American Indian or Ale	also Mathematical William		
Asian and White	AND THEORY SELD VELOC		
Sleck of African Arrells	and White		
	ska Netive and Black or African American		
Awar and Black or Afr			
Other mutple (see con			
HO IN THE PER CONTRACTOR	TOTALS		
* Definitions			
Pends (NO. & Dissourly	A person and near a mental propagation organization is impainment or a regarded earlieving such an impainment		
Major Life Activities	Functions but as daing for over set determing manu- triving documentating wealing interesting emocratics, is	water meeting yas enough	
Habanic or Labou.	A person or busined Mexican, Plueto Rivan, Social or car origin can be used in adoption to Hispanich or tustion?	mitthelian propertyeon so	ure product regarded by the two mice
tion-science of centro	A SANSO FOR OF CLOSEN, MARGAN, PLANTS RIGHT, SOUTH OF	DWESS ATTEMPT OF STORY SPECIAL	овым и ведел муженых от пом
Action At Victory or Assess Fundament	A person hearguages in any other arginal peoples of a community strategies.	josti and lesuti Anieroa (relicting	CHICK ACHIVAC ACCIANO NACIANA ECIA ARTIK
AME	A person being origina mally of the subject peoples of a India, Japan, Korea, Malaysia, Francisc, the Philippine is		nican subcontriers for everyge Clemboda, Un
HISCA OF MINORS ACCHOOMS	A person taking origins in any of the black facial groups : A testian **	PARKA THEM WAS METHAGAN S	Pringer on the own is nation to Record in th
Subsections or Other Production	A person tempt origina in Arts or the contract people of the	overal. Glass (lamba crotherPaci	N. wands
rese	A bellach twing origina in Arty of the original peoples of R	UNDER THE MICHIGAN FINE OF NOTH ASS	•

EXHIBIT "J"

LAND USE RESTRICTION AGREEMENT

Town Center Brandon Development Associates, LLC

Prepared by: Marie Theodore-Manigat Hillsborough County Attorney's Office 601 E Kennedy Blvd. Tampa, FL 33601

After Recording Return to: Hillsborough County Affordable Housing Services PO Box 1110 Tampa, FL 33601-1110

Folio #: 071878-0150

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

DECLARATION OF COVENANTS AND RESTRICTIONS

(a/k/a Land Use Restriction Agreement "LURA")

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, hereinafter referred to as the "LURA", is entered into this_ day of ______, 20__, by and between Hillsborough County, Florida, a political subdivision of the State of Florida, (the "County"), and Town Center Brandon Development Associates, LLC, a Florida limited liability company, (the "Owner") also known collectively as the "Parties".

RECITALS

WHEREAS, Owner is the owner in fee simple of that certain real property located in Hillsborough County, Florida, a legal description is attached hereto and incorporated herein as Exhibit "A" and hereinafter referred to as the ("Property"); and

WHEREAS, the Local Housing Funds will be used for construction of seventy-seven (77) units of affordable rental housing on the Property (the "Project"), of which thirty-nine (39) of the seventy-seven (77) rental units will be set aside for households with incomes at 50% of area median income (AMI) or below and thirty-eight (38) of the units will be set aside for households with incomes at 80% of AMI or below, to include a minimum of 20 units set aside for persons with special needs as defined in Chapter 420, Florida Statutes; and

WHEREAS, as a condition of receipt of the Local Housing Funds and pursuant to County policy, the Owner agrees to the restricted use of this Property as set forth herein and in the Agreement; and

WHEREAS, the County and the Owner desire to enter into this LURA to be deemed compliant with State and local regulations and County policies; and

WHEREAS, this LURA shall be properly filed and recorded by the County within the Official Public Records of Hillsborough County, Florida and shall constitute a restriction upon the use of the Property subject

to and in accordance with the terms contained herein.

NOW THEREFORE, in consideration of the County providing Local Housing Funds to the Owner, and acknowledging that compliance with this LURA is necessary pursuant to State and local regulations and County policies, the Parties hereto agree as follows:

- 1. Recitals. The foregoing Recitals are true and correct and by this reference are incorporated as if fully set forth herein.
- 2. <u>Property</u>. The Property subject to this LURA is further described in Exhibit "A", attached hereto and incorporated herein by reference.
- 3. <u>Duration of Covenants</u>. The covenants set forth in this LURA shall remain in effect from Project completion as determined by the County and initial occupancy, continuing thereafter until the later of **June 30, 2076 or 50 years from Project completion and initial occupancy of the affordable rental housing on the Property** ("LURA Term"). Notwithstanding the foregoing, this LURA shall automatically terminate and be of no force and effect in the event of involuntary noncompliance with this LURA caused by fire or other casualty, seizure, requisition, change in a federal law or an action by a federal agency that prevents the County from enforcing the provisions hereof, or foreclosure or a deed in lieu of foreclosure by the County or its assignee or other third party mortgage lender. Upon a termination of this LURA pursuant to the preceding sentence, the County and Owner will execute a recordable document further evidencing such termination. In the case of foreclosure or deed in lieu of foreclosure, such termination will cease to be effective if at any time during the balance of the term hereof, the Owner or any affiliated entity obtains an ownership interest in the Property for federal tax purposes.
- 4. <u>Use and Occupancy</u>. During the LURA Term, use and occupancy of the Property shall be restricted as follows:
 - a. Thirty-Nine (39) of the seventy-seven (77) units shall be set aside for households whose annual income does not exceed 50% of area median income (AMI) for households within the Tampa/Hillsborough metropolitan statistical area as defined annually by the U.S. Department of Housing and Urban Development (HUD), and another thirty-eight (38) of the seventy-seven (77) units shall be set aside for households whose annual income does not exceed 80% of AMI, for a total of seventy-seven (77) set-aside units. Of the seventy-seven (77) total set-aside units, a minimum of twenty (20) units shall be set aside for persons with special needs as defined in Chapter 420, Florida Statutes.
 - b. The maximum rent allowable for the seventy-seven (77) set-aside units shall be determined by the Florida Housing Finance Corporation rent limits for the State Housing Initiatives Partnership (SHIP) program.
 - c. In the event that the Owner offers the Property for sale before the end of the LURA Term, the Owner shall give a right of first refusal with the County's consent to an eligible nonprofit organization to purchase the Property at a reasonable price not to exceed the current market value so long as the Property continues to serve the intended populations and the remainder of the commitment will be fulfilled as set forth in this LURA.
- 5. Covenants Run with the Land. All conditions, covenants, and restrictions contained in this LURA shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, to the fullest extent permitted by law and equity, be binding for the benefit and in favor of the County, and enforceable by the County, its successors and assigns, against Owner, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof, subject to the provisions of Section 3, above. Each and every contract, deed, or other instrument hereafter executed covering or conveying the land or the Project or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the land or the Project are conveyed, all such covenants, reservations and restrictions shall run to each portion of the land or the Project.
- 6. <u>Violation of Agreement</u>. If a material violation of any of the provisions hereof occurs and is not cured within a reasonable period of time, the party to this LURA that is affected by the violation may institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or attempted violation and to compel specific performance. A reasonable period of time to cure any default shall be ten (10) days (in the case of monetary defaults) or thirty (30) days (in the case of non-monetary defaults)

from the date the County delivers by personal service or mails written notice of such default to the Owner. The provisions hereof are imposed upon and made applicable to the land and shall run with the land and shall be enforceable against the owner of the Property or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation hereof at any later time or times.

- 7. Modification of Agreement. The County and its successors and assigns, and Owner and its successors and assigns in and to all or any part of the fee simple title to the Property, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this LURA without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee simple in the Property. Any amendment or modification to this LURA must be in writing and signed by the County and Owner, or their successors and assigns.
- 8. Venue and Governing Law. Each party covenants and agrees that any and all legal actions arising out of or connected with this LURA shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This LURA is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.
- 9. <u>Termination</u>. The covenants set forth herein shall automatically terminate and be of no further force and effect upon satisfactory completion of the LURA Term prescribed herein. Upon passing of the LURA Term, the covenants herein shall be deemed satisfactorily complied with unless documents properly and timely recorded with the Hillsborough County Clerk of Court indicate otherwise.
- 10. Filing. Upon execution and delivery by the parties hereto, the County shall cause this LURA and all amendments and supplements hereto to be recorded and filed in the Official Public Records of Hillsborough County, Florida, and shall pay all fees and charges incurred in connection therewith.
- 11. <u>Severability</u>. If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.
- 12. <u>Entire Agreement</u>. This LURA together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.
- 13. <u>Counterparts</u>. This LURA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the County and Owner have caused this instrument to be executed on their behalf by their respective officers or agents herein duly authorized as of the day and year first written above.

ATTEST: CINDY STUART CLERK OF THE CIRCUIT COURT	HILLSBOROUGH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
BY:	BY:
DEPUTY CLERK	CHAIR
	DATE:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
	BOCC Doc. No.:
BY:	
Nancy Y. Takemori Senior Assistant County Attorney	

Signed, sealed and delivered in the presence of:

TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company

Florida limited liability company, its manager
Supported Living, Inc., a Florida non-profit corporation, its sole
CEO CEO
CLO
vledged before me by means of □ physical presence or □ online by (name of officer or agent, title
(name of corporation
(state or place of incorporation) corporation, on behalf of the
n to me or has produced(type of identification)
Notary Public
Name typed, printed or stamped
My Commission Expires:

Signed, sealed	d and delivered in the presen	nce of:
TOWN CENT	TER BRANDON DEVELOP	MENT ASSOCIATES, LLC, a Florida limited liability company
By: Blue Tow	vn Center, LLC, a Florida lim	ited liability company, its manager
Ву:	Do Not Sign	
Shaw	n Wilson, Manager n Center Brandon Developmen	nt Associates, LLC
Witness Signa	ature	
Name printed	or typed	
Witness Signa	ature	
Name printed	or typed	
STATE OF _ COUNTY OF	7	
notarization, to of officer or acknowledgin	this (date) by agent) of eg), a He/she is personally known to	dged before me by means of □ physical presence or □ online
[Notary Seal]		
		Notary Public
		Name typed, printed or stamped
		My Commission Expires:

LURA Exhibit "A"

Folio #: 071878-0150

Address: 2098 Town Center Blvd Brandon, FL 33511

Legal Description: SOUTH TAMPA SUBDIVISION COM AT SE COR THN S 88 DEG 53 MIN 08 SEC W 666.59 FT THN N 00 DEG 13 MIN 04 SEC E 15 FT THN S 88 DEG 53 MIN 08 SEC W 380.96 FT TO POB THN S 88 DEG 53 MIN 08 SEC W 264.22 FT THN N 00 DEG 13 MIN 04 SEC E 361.28 FT THN N 88 DEG 59 MIN 22 SEC E 415.58 FT THN ALONG 404.61 FT ALONG ARC OF CUR TO LEFT RADIUS OF 514 FT CRD BRG S 22 DEG 47 MIN 26 SEC W 394.25 FT TO POB

End of Exhibit "A"

SCHEDULE 1

Town Center Brandon Development Associates. LLC MORTGAGE

Local Housing Funds

Prepared by: Marie Theodore-Manigat Hillsborough County Attorney's Office 601 E Kennedy Blvd. Tampa, FL 33601

After Recording Return to: Hillsborough County Affordable Housing Services PO Box 1110 Tampa, FL 33601-1110

Folio #: 071878-0150

MORTGAGE

THIS MORTGAGE, hereinafter referred to as the "Mortgage" is made on or as of the ____ day of ____, 20__, by and between Town Center Brandon Development Associates, LLC, a Florida limited liability corporation, hereinafter, and if more than one party jointly and severally, referred to as "Borrower," whose principal address is 180 Fountain Parkway North, Suite 100, St. Petersburg, FL 33716, and Hillsborough County, Florida, a political subdivision of the State of Florida, whose principal address is 601 East Kennedy Boulevard, Tampa, Florida 33602, hereinafter referred to as "Lender".

WITNESSETH:

THAT to secure the payment of an indebtedness in the principal amount of Six Million Two Hundred and Fifty Thousand and NO/100 Dollars (\$6,250,00.00), hereinafter referred to as the "Loan", which shall be payable in accordance with that certain Note, bearing even date herewith, inclusive of the signature of the Borrower, which is affixed hereto and made a part hereof, hereinafter referred to as the "Note", and all other indebtedness which Borrower is obligated to pay to Lender pursuant to the provisions of the Note and this Mortgage, Borrower hereby grants, conveys and mortgages to Lender all of its right, title and interest in:

ALL THAT certain lot, piece or parcel of land situated in Hillsborough County and State of Florida, bounded and described in Exhibit "A"

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions hereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing, together with said property are herein referred to as the "Property"; and

TOGETHER with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to Lender and are deemed a part of the property mortgaged hereby; and Lender is hereby authorized to collect and receive the same toward the payment of indebtedness secured by this Mortgage, notwithstanding the fact that the amount thereon may not then be due and payable; and

TOGETHER with all rights, title and interest of Borrower in and to the land lying in the streets, roads, or alleys adjoining to the above-described land. All the above-described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the Mortgaged Property and every part thereof unto Lender, its successors and assigns forever for the purposes and uses herein set forth.

AND Borrower further covenants and agrees with Lender, as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST.

Borrower shall promptly pay the principal of the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and, in this Mortgage, at the times and in the manner provided in the Note and in the Mortgage. The terms of the loan shall be **one percent (1%) interest** only payments to be paid annually in arrears out of available project cash flow, after payment of Project Expenses (as defined below) and senior debt service, hereinafter referred to as "Net Cash Flow", for a period of **fifty** years.

	Such repayments, to the extent of	available Net Cash	Flow, will be due upon the anniversary
date of the Bra			between Lender and Borrower, BOCC
Doc. #	approved on		_, hereinafter referred to as the "Local
Housing Fund	s Agreement" and incorporated into	this Mortgage by r	eference as if fully set forth herein.
However, if the	ere is sufficient Net Cash Flow to m	ake a partial paymer	nt, Borrower will make a partial payment.
			ue but shall be deferred until maturity
(without comp	ounding), or shall be payable in ful	l upon refinance or	disposition of the Property defined in the
legal description	on of this Mortgage.	27. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4.	

Payment of principal and any accrued interest shall be due in full on June 30, 2076 (hereinafter referred to as the "Loan Term") or prior to the expiration of the Loan Term if the Property is sold, mortgaged, liened, refinanced, foreclosed upon or otherwise transferred by Borrower prior to the expiration of the Loan Term without the Lender's prior written consent or if the Property does not comply with the terms noted in the Agreement, or that certain Declaration of Covenants and Restrictions executed by the Borrower and Lender, hereinafter referred to as the "LURA", BOCC Doc. #________after applicable notice and opportunity to cure. The LURA is hereby incorporated into this Mortgage by reference and its terms adopted as if fully set forth herein.

Project Expenses

"Project Expenses" shall mean any usual and customary operating and financial costs associated with the project on the Property and as described in the Local Housing Funds Agreement (referred to herein as the "Project"), such as compliance monitoring fees, deferred developer fees, any financial monitoring fees including the asset management fee payable to an affiliate of the investor member of the Borrower, any replacement reserves, ordinary working capital reserves, any servicing fees and any debt service reserves required by any lienholder superior to the Lender's lien on the Property, and management expenses and administrative expenses. "Management expenses" shall be limited to the management company's reasonable fee for providing professional customary management services for the Project on a day to day basis, including marketing, maintenance, leasing, compliance duties, management of budget, daily operations, and administrative expenses in connection therewith. "Administrative expenses" shall be limited to reasonable expenses for office supplies, postage/express mail, office equipment lease and repair (fax, copier and computers), telephone, internet, license, fees and permits, legal expenses, accounting and audit expenses.

2. FUNDS FOR TAXES, ASSESSMENTS AND LIENS.

Borrower shall pay before the same become delinquent, as hereinafter provided, all taxes,

assessments, and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the Mortgaged Property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. COMPLETION OF IMPROVEMENTS.

This Mortgage and the attached Note were executed and delivered to secure moneys advanced in full to Borrower by Lender as or on account of a loan evidenced by the Note for the purpose of constructing on the Mortgaged Property seventy-seven (77) rental apartments, hereinafter collectively referred to as the "Improvements." Borrower shall make or cause to be made all of the Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for a period of thirty (30) consecutive days for any reason other than strikes, lock-outs, acts of God, fires, floods or other similar catastrophes, such as riots, war or insurrection, or other events beyond the control of Borrower, Lender, after due notice to Borrower, is hereby authorized (A) to enter upon the Mortgaged Property and employ any watchman, protect the Improvements from depredation or injury and to preserve and protect such property, (B) to carry out any or all the existing contracts between Borrower and other parties for the purpose of making any of the improvements, (C) to make and enter into additional contracts and incur obligations for the purposes of completing any portion of the Improvements pursuant to the obligations of Borrower hereunder either in the name of Lender or Borrower, and (D) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by Lender as provided in this Paragraph, all of which amounts so paid by Lender, with interest thereon from the date of each such payment at the rate of 12% per annum, shall be payable by Borrower to Lender on demand and shall be secured by this Mortgage.

4. BUILDING REMOVAL, ADDITIONS AND COMPLIANCE WITH REQUIREMENTS.

No building, structure, improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Lender except for obsolete or worn property replaced by adequate substitutes equal or greater in value than the replaced items when new and inventory and goods in the ordinary course of business. Borrower will not make, permit, or suffer any alteration of or addition to any building, structure or improvement which may hereafter be erected or installed upon the Mortgaged Property, or any part thereof, except the Improvements required to be made pursuant to Paragraph 3 hereof, nor will Borrower use, or permit or suffer the use of, any of the Mortgaged Property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of Lender. Borrower will maintain the Mortgaged Property in good condition and state of repair and will not suffer or permit any waste to any part thereof and will promptly comply with all the requirements of Federal, State and local governments or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

5. CHARGES AND LIENS.

Borrower will not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens to which this Mortgage is expressly subject (as set forth in the next sentence), and will keep and maintain the same free from the claims of all parties supplying labor and/or materials which will enter into the construction or installation of the Improvements.

NOTICE OF FIRE OR CASUALTY.

Borrower will give immediate notice by registered or certified mail to Lender of any fire, damage or other casualty affecting the Mortgaged Property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.

7. COVERAGE OF INSURANCE POLICIES.

a. Borrower will keep all buildings, other structures and improvements insured against loss by fire, flood (when applicable) and other hazards, casualties and contingencies in such amounts and manner and for such periods as may be reasonably required by Lender. Lender's insurance requirements may change from

time to time throughout the term of the indebtedness. All such insurance policies must include standard fire and extended coverage in amounts not less than necessary to comply with the coinsurance clause. Flood insurance IS NOT required for the subject property during the term of the mortgage loan. When required, flood insurance shall be in an amount at least equal to the outstanding principal balance of all mortgage(s), or the maximum amount of insurance available with respect to the project under the National Flood Insurance Act, whichever is lesser. All such insurance shall be carried by companies reasonably approved by Lender, and all policies shall be in such form and shall have attached hereto loss payable clauses in favor of Lender and any other parties as shall be reasonably satisfactory to Lender. All such policies and attachments thereto shall be delivered promptly to Lender, unless they are required to be delivered to the holder of a lien or a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event certificates thereof, satisfactory to Lender, shall be delivered promptly to Lender. Borrower will pay promptly when due, as hereinafter provided, any and all premiums on such insurance. The Lender shall be listed as an additional insured on all such insurance policies.

- b. In the event of loss or damage to the Mortgaged Property, Borrower will give to Lender immediate notice thereof by mail, at the address herein above stated and Lender may make and file proof of loss if not made otherwise promptly by or on behalf of Borrower. Unless Borrower and Lender otherwise agree in writing, insurance proceeds shall be applied to restoration or repair, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, for more than thirty (30) days unless due to events described in Paragraph 3, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.
- c. At least thirty (30) days prior to the expiration of each policy, the Borrower will furnish the Lender with evidence satisfactory to the Lender of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by the Lender, will be in a form satisfactory to the Lender, and will be maintained in full force and effect. All policies will contain a provision that the policies will not be cancelled or materially amended (including any reduction in the scope or limits of coverage), without at least ten (10) days prior written notice to the Lender. If all or any part of the insurance will expire, or be withdrawn, or become void or unsafe, by reason of the Borrower's breach of any condition, or if for any reason whatsoever the insurance will be unsatisfactory to the Lender, the Borrower will place new insurance on the premises, satisfactory to the Lender.

8. TAXES.

In order to protect more fully the security of this Mortgage, Borrower shall promptly submit to Lender upon request, or Lender's designated agent, the Hillsborough County Tax Invoice for the Mortgaged Property. Such invoice shall show either that no taxes are due or be accompanied by a receipt showing taxes have been paid in full.

9. LOCAL ORDINANCES.

The Improvements and all plans and specifications shall comply with all applicable local ordinances, regulations and rules made or promulgated with lawful authority, including without limitation the Hillsborough County Construction Code and the Hillsborough County Property Maintenance Code.

10. PROTECTION OF LENDER'S SECURITY.

If Borrower fails to perform the covenants and agreements contained in this Mortgage or the Local Housing Funds Agreement, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to eminent domain, insolvency, code enforcement,

or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payments, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such time would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph shall require Lender to incur any expense or take any action hereunder.

11. LENDER INSPECTIONS.

Lender, or any of its Agents or Representatives, shall have the right to inspect the Mortgaged Property upon reasonable notice, which shall not be less than 3 business days. Should the Mortgaged Property, or any part thereof, require repair, care or attention, then, after written notice as provided herein (Paragraph 16) to Borrower, and Borrower's failure to so perform, Lender may enter or cause entry to be made upon the Mortgaged Property and repair, protect and maintain the property as Lender may deem necessary. Any and all money that Lender must pay to accomplish the proper maintenance on the mortgaged property shall become due and payable under the provision of Paragraph 10.

12. EVENT OF DEFAULT.

An Event of Default will be the occurrence of any one of the following events and expiration of the applicable cure period set forth in Paragraph 13 below, and upon that occurrence Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable:

- a. Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment;
- b. Nonperformance by Borrower of any covenant, agreement, term, or condition of this Mortgage, the Note, the Agreement, the LURA or of any other agreement made by Borrower with Lender in connection with such indebtedness, after Borrower has been given due notice in accordance with Paragraph 13 below by Lender to cure such nonperformance and ten (10) days to cure;
- c. Failure of Borrower to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage which continues beyond any applicable grace or cure period and for which a default has been declared;
- d. Lender's discovery of Borrower's failure in any application of Borrower to Lender to disclose any fact deemed by Lender to be material, or the making herein, or in any of the agreements entered into by Borrower with Lender (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of Borrower;
- e. Failure by the Borrower to submit promptly to the Lender or Lender's designated agent proof of payment of all insurance and taxes, as required herein; or
- f. IF BORROWER DOES NOT REMAIN OWNER, OR IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS RENTED, LEASED, SOLD, MORTGAGED, LIENED, OR OTHERWISE TRANSFERRED BY BORROWER, EXCEPT IN THE ORDINARY

COURSE OF BUSINESS AS AN AFFORDABLE HOUSING RENTAL DEVELOPMENT, WITHOUT LENDER'S PRIOR WRITTEN CONSENT, OR IF FIFTY PERCENT (50%) OR MORE OF A MEMBER'S INTEREST IN BORROWER IS TRANSFERRED TO PERSONS OR ENTITIES OTHER THAN PERSONS OR ENTITIES HOLDING INTERESTS IN BORROWER (DIRECTLY OR INDIRECTLY) AS OF THE DATE HEREOF, WITHOUT LENDER'S PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED, IN A MANNER INCONSISTENT WITH THE TERMS OF THIS MORTGAGE OR THE PROMISSORY NOTE OR APPLICABLE SURVIVING TERMS OF THAT CERTAIN HILLSBOROUGH COUNTY LOCAL HOUSING FUNDS AGREEMENT, AS MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, THEN IN ANY OF THE FOREGOING EVENTS, LENDER MAY AT LENDER'S OPTION DECLARE ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE.

Additionally, if any member's interest in Borrower is transferred to persons or entities other than persons or entities holding interests in Borrower as of the date hereof, then the Borrower must provide Lender with notice of such transfer within thirty (30) days of such transfer.

In the event that the Borrower sells the Property before the end of the Loan Term, the Borrower must give a right of first refusal eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

Notwithstanding anything to the contrary contained herein, in no event shall an Event of Default exist based on Borrower's performance under Section VII of Exhibit A of the Agreement related to Borrower's assistance in disaster response and recovery efforts.

13. OPTION OF MORTGAGEE UPON EVENT OF DEFAULT.

Upon the occurrence of An Event of Default, Lender, prior to acceleration or exercise of any other remedies against Borrower, shall mail notice to Borrower as is provided in Paragraph 16 hereof, specifying:

- The breach;
- The action required to cure such breach;
- c. A date not less than ten (10) days from the date the notice is mailed to Borrower by which such breach must be cured if the default is a monetary default, and a date not less than thirty (30) days from the date the notice is mailed to Borrower by which such breach must be cured if the default is a non-monetary default; and
- d. That failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of the property. The notice shall further inform Borrower of the right to assert in the foreclosure proceedings the non-existence of a default, or any other defense of Borrower to acceleration and foreclosure.

If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstract, title reports and court costs.

Notwithstanding anything herein to the contrary, Borrower's investor member shall have the right, but not the obligation, to cure a default hereunder within the same cure period as the Borrower.

14. APPOINTMENT OF RECEIVER.

Lender in any action to foreclose this Mortgage may be entitled to have a receiver appointed by a Court of Law as a matter of right and without regard to the value of the Mortgaged Property or the solvency of Borrower or other parties liable for the payment of the Note and other indebtedness secured by this Mortgage. Said receiver shall enter upon, take possession of and manage the Property, and will collect rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payments of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

15. FORBEARANCE BY LENDER NOT A WAIVER.

Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a Waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of indebtedness secured by this Mortgage.

16. NOTICE.

Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address below, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

LENDER: Hillsborough County

Affordable Housing Services P. O. Box 1110, 24th Floor Tampa Florida 33601-1110

Attention: Affordable Housing Director

BORROWER: Town Center Brandon Development Associates, LLC

180 Fountain Parkway North,

Suite 100

St Petersburg, FL 33716 Attention: Shawn Wilson

ONE PARCEL.

In case of a foreclosure sale of the Mortgaged Property, it may be sold as one parcel.

18. BORROWER'S COPY.

Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

19. LAWFULLY SEIZED.

Borrower is lawfully seized of the Mortgaged Property and has good right, full power, and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to Lender forever against the lawful claims and demands of any and all parties whatsoever.

20. BORROWER NOT RELEASED.

Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release in any manner the liability of the original Borrower and Borrower's successor in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

21. CAPTIONS.

The captions of this Mortgage are for convenience only and shall not be construed as defining or limiting the scope or intent of the provisions hereof.

22. SUCCESSORS AND ASSIGNS.

This Mortgage and all covenants, agreements, terms, and conditions herein contained shall be binding upon and inure to the benefit of Borrower, and, to the extent permitted by law, every subsequent owner of the Mortgaged Property and shall be binding upon and inure to the benefit of Lender and its assigns. The word "Lender" shall include any person, corporation, or other party who may from time to time be the holder of this Mortgage. Whenever used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

23. VENUE

Each party covenants and agrees that any and all legal actions arising out of or connected with this Mortgage shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Mortgage is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

24. SURVIVABILITY AND SEVERABILITY

- a. Any term, condition, covenant, or obligation which requires performance by either party subsequent to termination of this Mortgage shall remain enforceable against such party subsequent to such termination.
- b. In the event any section, sentence, clause or provision of this Mortgage is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Mortgage shall not be affected by such determination and shall remain in full force and effect.

25. RELEASE

Upon payment of all sums secured by this Mortgage and the Note, the Lender shall release this Mortgage and the Note. The Borrower shall pay all recordation costs.

26. NONRECOURSE

The Borrower and its successors and assigns shall only be liable upon the indebtedness evidenced by the Agreement, and sums or amounts to accrue or to become payable thereunder or under this Mortgage or either of them, to the extent of the nonrecourse security granted under the Agreement, Mortgage or other indenture. If a default occurs, any judicial proceedings or enforcement of the remedies under the Agreement and this Mortgage against the Borrower and its successors and assigns shall be limited to the preservation, enforcement and foreclosure of the liens, estates, assignments, titles, rights and security interests

now or at any time hereafter acquired in such security and no judgment, attachment, execution or other writ of process shall be sought, issued or levied upon the assets, property or funds of the Borrower or its successors and assigns other than the properties, rights, estates and interests of the Borrower as are identified as security in the Agreement, this Mortgage or in any other indenture. In the event of a foreclosure or other disposition as provided for in the Agreement, Mortgage or other indenture of such liens, estates, assignments, titles, rights and security interests, whether by judicial proceedings or the exercise of the power of sale, no judgment for the deficiency of such indebtedness, sums and amounts shall be sought or obtained against the Borrower and/or its successors and assigns.

Notwithstanding the foregoing provisions of this Paragraph, nothing herein contained shall limit or restrict the ability of the Lender to seek or obtain a judgment against the Borrower or its successors and assigns for:

- Indemnification under Article XXII of the Agreement and under equivalent provisions
 of the other loan documents; provided, however the foregoing is not intended to make the Borrower or its
 successors and assigns personally liable for the payment of principal and interest due under the loan;
- 2. Liability for intentional waste, destruction or damage to the Property or any part thereof;
- 3. All obligations under the LURA; provided, however the foregoing is not intended to make the Borrower or its successors and assigns personally liable for the payment of principal and interest due under the loan:
- 4. Application of proceeds paid under any insurance policies by reason of damage, loss or destruction to any portion of the Property to the full extent that such proceeds are payable or should be payable to the Lender under the terms of this Mortgage, subject to any subordination agreement executed by the Lender;
- 5. Application of proceeds or awards resulting from the condemnation or other taking in lieu of condemnation, relating to any portion of the Property other than to the reasonable costs of the restoration of the Property or to the obligations of the Borrower under the loan documents, subject to any subordination agreement executed by the Lender;
- Failure by the Borrower to cause to be maintained upon the Property the insurance coverage required under this Mortgage;
- 7. Costs to restore the Property as a result of a casualty if the insurance proceeds are applied to restoration, to the extent the costs of such restoration are not reimbursed by insurance; and
- Any liability, damage, cost or expense incurred by the Lender as a result of any fraud, misrepresentation or bad faith by the Borrower.

27. MERGER AND MODIFICATIONS

This Mortgage will not be modified or amended except by agreement in writing signed by both parties. This Mortgage embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

[Signatures on the following page]

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Borrower on or as of the day and year first above written.

Signed, sealed and delivered in the presence of:

TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company

By: CASL Town Center, LLC, a Florida limited liability company, its manager By: Community Assisted and Supported Living, Inc., a Florida non-profit corporation, its sole member DO NOT SIGN Julian S. Eller, CEO Witness Signature Name printed or typed Witness Signature Name printed or typed STATE OF COUNTY OF The foregoing instrument was acknowledged before me by means of \square physical presence or \square online (name of officer or agent, title notarization, this (date) by_ of officer or agent) _ (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification. [Notary Seal] Notary Public Name typed, printed or stamped

My Commission Expires: __

Signed, sealed and delivered in the presence of:

TOWN CENT	ER BRANDON DEVELOPM	IENT ASSOCIATES, LLC, a Florida limited liability company
By: Blue Town	Center, LLC, a Florida limit	ed liability company, its manager
By:	Do Not Sign	
Shawn	i Wilson, Manager Center Brandon Development	Associates, LLC
Witness Signat	ure	
Name printed o	or typed	
Witness Signat	ure	
Name printed o	or typed	
STATE OF		
COUNTY OF		
notarization, th	is (date) by agent) of), a b/she is personally known to n	ed before me by means of physical presence or onling (name of officer or agent, tite (name of corporation) (name of corporation) (state or place of incorporation) corporation, on behalf of the or has produced (type of identification)
[Notary Seal]		
		Notary Public
		Name typed, printed or stamped
		My Commission Expires:

MORTGAGE Town Center Brandon Development Associates, LLC. Exhibit "A" Legal Description

Folio #: 071878-0150

Address: 2098 Town Center Blvd Brandon, FL 33511

Legal Description: SOUTH TAMPA SUBDIVISION COM AT SE COR THN S 88 DEG 53 MIN 08 SEC W 666.59 FT THN N 00 DEG 13 MIN 04 SEC E 15 FT THN S 88 DEG 53 MIN 08 SEC W 380.96 FT TO POB THN S 88 DEG 53 MIN 08 SEC W 264.22 FT THN N 00 DEG 13 MIN 04 SEC E 361.28 FT THN N 88 DEG 59 MIN 22 SEC E 415.58 FT THN ALONG 404.61 FT ALONG ARC OF CUR TO LEFT RADIUS OF 514 FT CRD BRG S 22 DEG 47 MIN 26 SEC W 394.25 FT TO POB

End of Exhibit "A"

SCHEDULE 2

LOCAL HOUSING FUNDS PROMISSORY NOTE

Town Center Brandon Development Associates, LLC.

Folio Number and Property Address: See Exhibit "A":
Date:
Amount: \$6.250,000
FOR VALUE RECEIVED, the undersigned, hereinafter referred to as "Borrower," promises to pay to the order of Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "Lender", or its successors, the sum Six Million Two Hundred and Fifty-Thousand and NO/100 Dollars (\$6,250,00.00)
LOAN PAYMENT: Borrower shall promptly pay the principal of the indebtedness evidenced by this Note, and all other charges and indebtedness provided herein and, in the Mortgage, entered into on date even herewith, at the times and in the manner provided in this Note and in the Mortgage. The terms of the loan shall be one percent (1%) interest only payments to be paid annually in arrears out of available project cash flow, after payment of Project Expenses (as defined below) and senior debt service, hereinafter referred to as "Net Cash Flow", for a period of fifty (50) years unless sooner paid.
Such repayments, to the extent of available Net Cash Flow, will be due upon the anniversary date of the Brandon Town Center Local Housing Funds Agreement between Borrower and Lender, BOCC Doc. #approved on, 20, hereinafter referred to as the "Local Housing Funds Agreement" and incorporated into this Note by reference as if fully set forth herein. However, if there is sufficient Net Cash Flow to make a partial payment, Borrower will make a partial payment. Any amount that is not payable as a result of this Paragraph shall accrue, but shall be deferred until maturity (without compounding), or shall be payable in full upon refinance or disposition of the Property as described in Exhibit A hereto (the "Property").
Payment of any principal and interest accrued shall be due in full on June 30, 2076 (hereinafter referred to as the "Loan Term") or prior to the expiration of the Loan Term if the Property is sold, mortgaged, liened, refinanced, foreclosed upon or otherwise transferred by Borrower prior to the expiration of the Loan Term without the Lender's prior written consent or if the Property does not comply with the terms noted in the Agreement or that certain Declaration of Covenants and Restrictions, hereinafter referred to as the "LURA", entered into between Borrower and Lender, BOCC Doc. #
Project Expenses "Project Expenses" shall mean any usual and customary operating and financial costs associated with the project on the Property and as described in the Local Housing Funds Agreement (referred to herein as the "Project"), such as compliance monitoring fees, deferred developer fees, any financial monitoring fees including

the asset management fee payable to an affiliate of the investor member of the Borrower, any replacement reserves, ordinary working capital reserves, any servicing fees and any debt service reserves required by any lienholder superior to the Lender's lien on the Property, and management expenses and administrative expenses. "Management expenses" shall be limited to the management company's reasonable fee for providing professional customary management services for the Project on a day-to-day basis, including marketing, maintenance, leasing,

compliance duties, management of budget, daily operations, and administrative expenses in connection therewith. "Administrative expenses" shall be limited to reasonable expenses for office supplies, postage/express mail, office equipment lease and repair (fax, copier and computers), telephone, internet, license, fees and permits, legal expenses, accounting and audit expenses.

DEFAULT & ACCELERATION: Lender shall have the optional right to declare the amount of the total unpaid balance hereof to be due and forthwith payable in advance of the maturity date of any sum due or installment, as fixed herein, after notice has been given in accordance with the terms and conditions in the Mortgage securing this Note, upon the occurrence of any event or failure to perform in accordance with any of the terms and conditions in the Mortgage, this Note, LURA or the Agreement, subject to applicable notice and cure periods set forth in the Mortgage.

IF BORROWER DOES NOT REMAIN OWNER, OR IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS RENTED, LEASED, SOLD, MORTGAGED, LIENED, OR OTHERWISE TRANSFERRED BY BORROWER, EXCEPT IN THE ORDINARY COURSE OF BUSINESS AS AN AFFORDABLE HOUSING RENTAL DEVELOPMENT, WITHOUT LENDER'S PRIOR WRITTEN CONSENT, OR IF FIFTY PERCENT (50%) OR MORE OF A MEMBER'S INTEREST IN BORROWER IS TRANSFERRED TO PERSONS OR ENTITIES OTHER THAN PERSONS OR ENTITIES HOLDING INTERESTS IN BORROWER (DIRECTLY OR INDIRECTLY), AS OF THE DATE HEREOF, WITHOUT LENDER'S PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED IN A MANNER INCONSISTENT WITH THE TERMS OF THE MORTGAGE OR THIS NOTE OR APPLICABLE SURVIVING TERMS OF THE LOCAL HOUSING FUNDS AGREEMENT, AS MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, THEN IN ANY OF THE FOREGOING EVENTS, LENDER MAY AT LENDER'S OPTION DECLARE ALL THE SUMS SECURED BY THIS NOTE TO BE IMMEDIATELY DUE AND PAYABLE.

Additionally, if any member's interest in Borrower is transferred to persons or entities other than persons or entities holding interests in Borrower as of the date hereof, then the Borrower must provide Lender with notice of such transfer within thirty (30) days of such transfer.

In the event that the Borrower sells the Property before the end of the Loan Term, the Borrower must give a right of first refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

ESTOPPEL/WAIVER: Failure of Lender to declare a default shall not constitute a waiver of such default. Upon default, this Note will accrue interest at the highest rate permissible under applicable law, or, if this Note be reduced to judgment, such judgment should bear interest at the highest rate permissible under applicable law.

PREPAYMENT: Borrower reserves the right to prepay at any time all or part of the principal amount of this Note without the payment of penalties or premiums. All payments of this Note, prior to default, shall be first applied to reduce the principal amount of this Note and second to the payment of interest.

<u>COLLECTION COSTS</u>: If suit is instituted by Lender to recover this Note, Borrower agree(s) to pay all reasonable out of pocket costs of such collection including reasonable attorney's fees and court costs.

<u>PARTIES:</u> The words "Borrower" and "Lender" in this Note shall be construed to include the respective heirs, personal representatives, successors, and assigns of the Borrower and the Lender.

<u>CONSTRUCTION AND VENUE:</u> Each party covenants and agrees that any and all legal actions arising out of or connected with this Note shall be instituted in the Circuit Court of the Thirteenth Judicial

Circuit, in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Note is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

NONRECOURSE: The Borrower and its successors and assigns shall only be liable upon the indebtedness evidenced by the Agreement, and sums or amounts to accrue or to become payable thereunder or under this Note secured by the Mortgage, or either of them, to the extent of the nonrecourse security granted under the Agreement, Mortgage or other indenture. If a default occurs, any judicial proceedings or enforcement of the remedies under the Agreement and the Mortgage and the Note and any other loan document against the Borrower and its successors and assigns shall be limited to the preservation, enforcement and foreclosure of the liens, estates, assignments, titles, rights and security interests now or at any time hereafter acquired in such security and no judgment, attachment, execution or other writ of process shall be sought, issued or levied upon the assets, property or funds of the Borrower or its successors and assigns other than the properties, rights, estates and interests of the Borrower as are identified as security in the Agreement, the Mortgage or in any other indenture. In the event of a foreclosure or other disposition as provided for in the Agreement, Mortgage or other indenture of such liens, estates, assignments, titles, rights and security interests, whether by judicial proceedings or the exercise of the power of sale, no judgment for the deficiency of such indebtedness, sums and amounts shall be sought or obtained against the Borrower and/or its successors and assigns.

Notwithstanding the foregoing provisions of this Paragraph, nothing herein contained shall limit or restrict the ability of the Lender to seek or obtain a judgment against the Borrower or its successors and assigns for:

- Indemnification under Article XXII of the Agreement and under equivalent provisions of the other loan documents; provided, however the foregoing is not intended to make the Borrower or its successors and assigns personally liable for the payment of principal and interest due under the loan;
 - 2. Liability for intentional waste, destruction or damage to the Property or any part thereof;
- All obligations under the LURA; provided, however the foregoing is not intended to make the Borrower or its successors and assigns personally liable for the payment of principal and interest due under the loan;
- 4. Application of proceeds paid under any insurance policies by reason of damage, loss or destruction to any portion of the Property to the full extent that such proceeds are payable or should be payable to the Lender under the terms of the Mortgage, subject to any subordination agreement executed by the Lender;
- Application of proceeds or awards resulting from the condemnation or other taking in lieu of condemnation, relating to any portion of the Property other than to the reasonable costs of the restoration of the Property or to the obligations of the Borrower under the loan documents, subject to any subordination agreement executed by the Lender;
- Failure by the Borrower to cause to be maintained upon the Property the insurance coverage required under the Mortgage;
- 7. Costs to restore the Property as a result of a casualty if the insurance proceeds are applied to restoration, to the extent the costs of such restoration are not reimbursed by insurance; and
 - 8. Any liability, damage, cost or expense incurred by the Lender as a result of any fraud,

misrepresentation or bad faith by the Borrower.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Note has been duly executed by Borrower as of the day and year first written above.

Signed, sealed and delivered in the presence of:

TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company By: CASL Town Center, LLC, a Florida limited liability company, its manager By: Community Assisted and Supported Living, Inc., a Florida non-profit corporation, its sole member By: DO NOT SIGN Julian S. Eller, CEO Witness Signature Name printed or typed Witness Signature Name printed or typed STATE OF COUNTY OF The foregoing instrument was acknowledged before me by means of □ physical presence or □ online __(date) by _______ (name of officer or agent, title notarization, this of officer or agent) ____ (name of corporation (state or place of incorporation) corporation, on behalf of the acknowledging), a corporation. He/she is personally known to me or has produced ______ (type of identification) as identification. [Notary Seal] Notary Public Name typed, printed or stamped

My Commission Expires:

Signed, sealed and delivered in the presence of: TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company By: Blue Town Center, LLC, a Florida limited liability company, its manager Do Not Sign Shawn Wilson, Manager Town Center Brandon Development Associates, LLC Witness Signature Name printed or typed Witness Signature Name printed or typed STATE OF COUNTY OF ___ The foregoing instrument was acknowledged before me by means of \square physical presence or \square online notarization, this _ (name of officer or agent, title ____ (date) by ___ of officer or agent) ____ (name of corporation acknowledging), a_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification. [Notary Seal] Notary Public Name typed, printed or stamped My Commission Expires:

Exhibit "A"

PROMISSORY NOTE Town Center Brandon Development Associates, LLC. Legal Description

Folio Number: 071878-0150

Address: 2098 Town Center Blvd Brandon, FL 33511

Legal Description: SOUTH TAMPA SUBDIVISION COM AT SE COR THN S 88 DEG 53 MIN 08 SEC W 666.59 FT THN N 00 DEG 13 MIN 04 SEC E 15 FT THN S 88 DEG 53 MIN 08 SEC W 380.96 FT TO POB THN S 88 DEG 53 MIN 08 SEC W 264.22 FT THN N 00 DEG 13 MIN 04 SEC E 361.28 FT THN N 88 DEG 59 MIN 22 SEC E 415.58 FT THN ALONG 404.61 FT ALONG ARC OF CUR TO LEFT RADIUS OF 514 FT CRD BRG S 22 DEG 47 MIN 26 SEC W 394.25 FT TO POB

End of Exhibit "A"

Folio: 071878-0150

Address: 2098 Town Center Blvd., Brandon, FL 33511

Hillsborough County

HILLSBOROUGH COUNTY INFILL PROGRAM TRANSFER AGREEMENT BETWEEN HILLSBOROUGH COUNTY AND TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES LLC, FOR THE PROPERTY LOCATED AT 2098 TOWN CENTER BLVD BRANDON, FL 33511.

THIS INFILL PROGRAM TRANSFER AGREEMENT (the "Agreement") is made and entered into this ______ day of _____, 20___, by and between Hillsborough County, a political subdivision of the State of Florida, hereinafter called "County", having a mailing address of P.O. Box 1110, Tampa, Florida 33601, and Town Center Brandon Development Associates, LLC, a Florida limited liability corporation, hereafter referred to as "Town Center", having a mailing address of 180 Fountain Parkway N, Suite 100 St. Petersburg FL 33716.

WITNESSETH

WHEREAS, pursuant to Section 125.379, Florida Statutes, the County is required to prepare an inventory list of all real property in the County to which the County holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, the property described in Exhibit "1" (the "Property") is owned by Hillsborough County, and was placed on the inventory list created by the County pursuant to Section 125.379, Florida Statutes as appropriate for use as affordable housing as set forth in Resolution R22-049; and

WHEREAS, pursuant to Section 125.379, Florida Statutes, properties on the affordable housing inventory list may be sold or donated with a restriction that the property will be developed as permanent affordable housing; and

WHEREAS, on or about October 29, 2021, Hillsborough County Affordable Housing Services ("AHS") issued a Request for Proposals for the transfer of parcels on the inventory list, including the Property, to non-profit organizations wishing to develop affordable housing, and Community Assisted and Supported Living, Inc., a Florida non-profit corporation (the "Non-Profit") submitted a proposal to construct a 77-unit affordable multifamily rental community on the Property (hereafter, the "Project"); and

WHEREAS, the Non-Profit is the sole member of CASL Town Center, LLC ("CASL Town"), a Florida limited liability corporation. CASL Town is the manager of Town Center, the entity formed to develop, construct, own, maintain and operate the Project; and

WHEREAS, the County is willing to transfer ownership of the Property to Town Center, for development of the Project; and

WHEREAS, the County and Town Center desire to enter into this Agreement providing for the conveyance of the Property to the Town Center, with the conveyance secured by a deferred payment, 1%

interest mortgage and note, in the amount of the agreed-upon value of the land, One Million Three Hundred Eighty Five Thousand and No/100 Dollars (\$1,385,000.00) less any deposit paid. A land use restriction agreement (LURA) will be placed on the Property to restrict the use of the Property for eligible affordable housing for a period of fifty (50) years; and

WHEREAS, once this Agreement between Hillsborough County and Town Center is executed and the mortgage, note, and LURA are recorded by Town Center, it is the intent of Town Center to initiate the preliminary development process in order to construct on the Property one 5-story building containing 77 multifamily rental units, with 20 units targeting special needs households, within thirty six (36) months from the date of the transfer of the Property from the County to Town Center; and

WHEREAS, the seventy-seven (77) multifamily rental units shall be composed of the following: forty (40) – 1 bedroom/1 bathroom units containing 700 s/f, and twenty-five (25) – 2 bedroom/2 bathroom units containing 950 s/f, and twelve (12) 3 bedroom/2 bathroom units containing 1175 s/f, with 20 of the total units are set aside targeting special needs households. Thirty-nine of the 77 rental units will be set aside for households with incomes at 50% of area median income (AMI) or below and thirty-eight (38) of the units will be set aside for households with incomes at 80% of AMI or below.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and the mutual advantages accruing to the County and Town Center hereunder, and the sum of One Hundred and No/100 Dollars (\$100.00) to be paid by Town Center within fifteen (15) days following the Effective Date of this Agreement to the title insurance company selected in accordance with paragraph 10 below, as a deposit to apply toward the purchase price (the "Deposit"), it is mutually covenanted and agreed by the County and Town Center as follows:

1. PROPERTY:

The County hereby agrees to sell to Town Center and Town Center hereby agrees to purchase from the County, the following described real property situated in Hillsborough County, Florida (the "Property"), for the price of One Million Three Hundred Eighty Five Thousand and NO/100 (\$1,385,000.00), and upon such terms and conditions as hereinafter set forth:

See Exhibit "1" attached hereto and incorporated herein by reference

PURCHASE PRICE:

The full and total purchase price of the Property is One Million Three Hundred Eighty Five Thousand and NO/100 (\$1,385,000.00) (the "Purchase Price").

At closing, Town Center shall execute a promissory note and a deferred payment mortgage in favor of the County for the full Purchase Price, less the Deposit (if applicable), in a form substantially similar to that attached hereto as **Exhibit "2"** (mortgage) and **Exhibit "3"** (note) and incorporated herein by reference. Interest is payable during the loan term. The principal is deferred during the loan term, and the principal balance may be forgiven at maturity in the event that use of the Property has been in compliance with the terms and conditions set forth in this Agreement and the land use restriction agreement executed in connection with this Agreement.

CONVEYANCE:

- (a) The County shall convey the Property to Town Center by County Deed without warranty of title. The conveyance by the County shall specifically release and convey all rights, title and interest in and to phosphate, minerals and petroleum pursuant to Section 270.11, Florida Statutes.
- (b) The County and Town Center shall execute such additional documents as may be reasonably required by State law in connection with the conveyance of the Property or as may reasonably be required in conjunction with the issuance of an owner's title insurance policy as referenced in paragraph 10 of this Agreement, including closing statements, an affidavit verifying the County's possession of the Property, and an affidavit concerning the "gap" between the closing date and the last title update.
- (c) At closing, the County shall deliver exclusive possession of the Property to Town Center.
- (d) In addition to the promissory note and deferred payment mortgage referenced in paragraph 2 above, Town Center shall, at closing, execute a Declaration of Covenants and Restrictions (also known as a Land Use Restriction Agreement or "LURA") in a form substantially similar to that attached hereto as Exhibit "4" and incorporated herein by reference.

4. POST CLOSING COVENANTS AND CONDITIONS:

The Property is being transferred to Town Center to construct an affordable multifamily rental development consisting of seventy-seven (77) units in one 5-story building. The seventy-seven (77) multifamily rental units shall be composed of the following: forty (40) – 1 bedroom/1 bathroom units containing 700 s/f, and twenty-five (25) – 2 bedroom/2 bathroom units containing 950 s/f, and twelve (12) 3 bedroom/2 bathroom units containing 1175 s/f. Twenty (20) of the total units shall be set aside for special needs households. Thirty-nine of the 77 rental units will be set aside for households with incomes at 50% of area median income (AMI) or below and thirty-eight (38) of the units will be set aside for households with incomes at 80% of AMI or below. Town Center's obligation to construct the affordable multifamily community on the Property is subject to compliance with the following post-closing covenants and conditions:

- (a) Upon acquisition of the Property, Town Center shall construct and obtain a certificate of occupancy and/or final building inspection report for seventy-seven (77) multifamily rental units in one 5-story building on the Property, with 20 units targeting special needs households, within thirty-six (36) months of Property closing, in accordance with all governing codes and regulations. No funding shall be provided by the County to Town Center to construct the rental units on the Property pursuant to this Agreement. Town Center shall consider incorporating energy efficiency and green building in the rental units that include: Energy Star-rated appliances and construction that meets nationally rated green building standards, such as LEED or Enterprise Green Communities.
- (b) Thirty-nine of the 77 rental units constructed on the Property will be set aside and marketed for households with incomes at 50% of area median income (AMI) or below and thirtyeight (38) of the units will be set aside and marketed for households with incomes at 80% of AMI or below, with AMI based upon the Tampa-St. Petersburg Metropolitan Statistical Area, as determined annually by HUD.

- (c) Town Center shall affirmatively market the rental units in a manner to attract residents without regard to race, color, national origin, sex, religion, familial status, marital status, sexual orientation, gender identity or expression or disability.
- (d) Town Center shall comply with all obligations imposed through this Agreement.
- (e) Failure of Town Center to construct the seventy-seven (77) multifamily rental units on the Property within thirty-six (36) months from the date of Property closing shall be considered a default of the Agreement, subject to the remedies set forth in paragraph 16 herein.
- (f) Town Center shall obtain insurance against loss by fire and other hazards, casualties and contingencies in such amounts and manner for such periods as may be required by the County on all buildings, structures and improvements on the property. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Town Center shall ensure that the County and its Board of County Commissioners are named as additional insured parties on all such insurance policies. Every insurance policy must provide a minimum of thirty (30) days prior to written notice to the County of any cancellation, intent not to renew, or reduction in the policy coverage.
- (g) If applicable, Town Center shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by Town Center in connection with the Property.

(h) EQUAL OPPORTUNITY CLAUSE:

Town Center agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances and Executive Orders prohibiting and/or relating to discrimination as set forth in **Exhibit** "5" and including, but not limited to, Executive Order 11246 as amended and supplemented, 41 CFR §§ 60 – 1.4 and Hillsborough County Ordinance No. 00-37, all of which are hereby incorporated by reference. Town Center, shall, within the eligible population, comply with the following requirements for nondiscrimination, as applicable:

- A. Equal Opportunity. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and implementing regulations in 24 CFR Part 1 together with Section 109 of the Act (24 CFR Part 6).
- B. Minority and Women's Business Enterprises. Consistent with the requirements of Executive Orders 11625, 12432, 12138 and 2 CFR § 200.321 and/or with the County's Administrative Policy 06-08, Town Center Brandon Development Associates, LLC, must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
- C. Nondiscrimination in Housing. Town Center Brandon Development Associates, LLC, certifies that in accordance with the provisions of Chapter 760, Part II, Florida Statutes, as amended, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.

- D. Equal Access to HUD-Assisted Housing. 24 CFR 5.105(a)(2), which provides that all housing assisted by HUD shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status.
- E. Hillsborough County Human Rights Ordinance. Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- F. Hillsborough County Tenant's Bill of Rights Ordinance. Hillsborough County Ordinance 21-7 prohibits discrimination against tenants or prospective tenants based on lawful source of income.

(i) CONFLICT OF INTEREST:

Town Center guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Town Center agrees that no member of the governing body of the locality in which Town Center is situated, no other public official of such locality or localities. and no person, unless expressly permitted by the State or by the County, who is an employee, agent, consultant, officer, or elected or appointed official of Town Center Brandon, and who exercises or has exercised any functions or responsibilities with respect to the HOME Investment Partnership (HOME) Program, the SHIP Program, the Community Development Block Grant (CDBG) Program, or the Local Housing Fund Program assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the SHIP, HOME or CDBG or Local Housing Fund Program assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or with respect to the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

Town Center represents that it presently has no interest, and shall not acquire such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would conflict in any manner with the performance of scope of service required hereunder. Without receiving prior written authorization by the County, Town Center shall not (i) retain any individual or company with whom Town Center or any individual member thereof has a financial or other conflict of interest; nor (ii) in fulfillment of this Agreement, do business with a for-profit entity in which Town Center or any individual member has a financial or other interest therein.

Town Center warrants to the County that no gifts or gratuities have been or will be given to any County employee or agent, directly or indirectly, to obtain this Agreement.

(i) PROJECT PUBLICITY:

Town Center shall recognize the Hillsborough County Board of County Commissioners for its contribution in promotional material and at any events or workshops for which

funds from this Agreement are allocated. Any news release or other type of publicity pertaining to the scope of work performed pursuant to this Agreement must recognize the County as a sponsor, funded by the State and by Hillsborough County. In written materials, the reference of the Board of County Commissioners must appear in the same size letters and font type as the name of any other funding sources. Town Center shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight Town Center and/or Town Center's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, Town Center shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of Town Center's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight Town Center, and/or Town Center's product(s) and/or service(s). This does not prevent Town Center from including the County on its client lists and/or listing or using the County as a reference.

(k) POLITICAL ENDORSEMENT PROHIBITION:

As applicable, pursuant to BOCC Policy No. 02.12.00.00, Town Center shall not engage in political activities that promote or oppose specific candidates.

(1) MAINTENANCE OF RECORDS:

Town Center shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, construction reports, subcontracts, proof of required insurance, and any other records related to or resulting from the activities performed under this Agreement to assure proper accounting and monitoring. In the event the County determines that such records are not being adequately maintained by Town Center, the County may cancel this Agreement.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County, State, representatives of the Comptroller General of the United States or other federal agency may require. Town Center will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County shall provide notice of its intent to inspect records to Town Center at least 3 business days in advance.

The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state, or federal. Town Center shall retain all records and supporting documentation applicable to this Agreement for five (5) years, for inspection. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

This paragraph shall survive the expiration or earlier termination of this Agreement.

(m) DRUG FREE WORKPLACE:

Town Center shall assure the County that it will administer, in good faith, a policy designed to ensure that Town Center is free from the illegal use, possession, or distribution of drugs or alcohol.

(n) INDEMNIFICATION:

Town Center shall indemnify, hold harmless, and defend the County and the Hillsborough County Commissioners, and the respective agents and employees of the County and the Hillsborough County Board of County Commissioners, hereinafter collectively referred to as the "Indemnified Parties", from and against any all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly cased or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by Town Center its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against any of the Indemnified Parties by any employee of Town Center any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for Town Center or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this Article shall survive the expiration or earlier termination of this Agreement. In connection with any indemnifiable claim hereunder arising out of a claim by a third-party against the County, Town Center shall be entitled to adequate notice and opportunity to defend any indemnifiable claim hereunder in good faith and with diligence.

(o) INSURANCE AND BONDING:

Town Center shall procure (or cause to be procured) and maintained throughout the affordability period, as provided in the mortgage, on behalf of itself and the County, insurance against loss by fire, flood (when required) and other hazards, casualties and contingencies as set forth in the mortgages securing the County's liens on the property. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Town Center will pay promptly when due any and all premiums on insurance.

Town Center shall ensure that the County and its Board of County Commissioners are named as additional insured parties as to the actions of Town Center its employees, agents, assigns, and subcontractors, performing or providing materials and/or services to Town Center during the performance of this Agreement, on (i) all auto liability policies and general liability policies required to be obtained by Town Center pursuant to this Agreement, and (ii) all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies shall also contain a Severability of Interests provision. Every insurance policy must provide thirty (30) days

prior written notice to the County of any cancellation, intent not to renew, or reduction in the policy coverage.

Town Center shall require any general contractors to provide performance and payment bonds in the full amount of their contract amount(s) and to warranty their work for a period of one (1) year following final completion, acknowledging that all work will be of good quality, free from faults and defects and in accordance with the final design drawings/construction documents.

(p) LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING ACCESS TO RECORDS FOR CERTAIN SERVICES CONTRACTS:

The parties to this Agreement acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement, and that the inclusion of this statement and provisions below shall not be construed to imply that Town Center has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that Town Center is acting on behalf of the County in any way or capacity whatsoever as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions in this Article are otherwise applicable to Town Center. As stated below, Town Center may contact the County's Custodian of Public Records with questions regarding the application of Public Records Law; however, Town Center is advised to seek independent legal counsel as to its legal obligations. The County cannot provide Town Center advice regarding its legal rights or obligations.

IF TOWN CENTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TOWN CENTER'S DUTY TO PROVDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

813-612-5397 (telephone number)
AffordableHousingServices@hillsboroughcountv.org (email address)
601 E. Kennedy Blvd., 24th Floor, Tampa FL 33602 (mailing address)

If under this Agreement, Town Center is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, Town Center will comply with public records laws, and agrees to:

- i) Keep and maintain public records required by the County to perform the services under this Agreement as set forth in Article I, Section F.
- 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, Florida Statutes, or as otherwise provided by law.
- 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 term of this Agreement and following completion of the Agreement if Town Center does not transfer the record to the County.

Upon completion of the Agreement, transfer at no cost to the County, all public records in possession of Town Center or keep and maintain public records required by the County to perform the service. If Town Center transfers all public records to the County upon completion of the Agreement, Town Center shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Town Center keeps and maintains public records upon completion of the Agreement, Town Center shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

If Town Center fails to comply with the requirements of this Article, County may take appropriate action under Exhibit 16.

5. EFFECTIVE DATE:

For purposes of this Agreement, the effective date shall be the date upon which this Agreement is approved by the Hillsborough County Board of County Commissioners (the "Effective Date").

CLOSING:

Subject to the curative periods provided in paragraphs 10, 11, and 12, as well as other conditions of this Agreement, the County and Town Center shall close this sale not later than thirty (30) days following the end of the Inspection Period, as defined below. The time and place of closing shall be mutually agreed upon between the parties, but if no agreement is reached, the closing shall occur at the offices of the Affordable Housing Services Department, located at 601 E. Kennedy Blvd., Tampa, FL, 33601, at 10 a.m. The closing may be extended by the parties for a mutually agreeable period of time in order to complete any conditions of closing or other requirements of this Agreement.

7. CLOSING COSTS:

Closing costs shall be allocated as provided in this paragraph. The County shall pay the costs of the County's attorney's fees and title insurance. Town Center shall pay for the survey, the costs of recording the deed of conveyance and documentary stamp taxes, and any environmental and subsurface tests. Taxes, assessments, and insurance premiums shall be prorated between the County and Town Center as of 12:01 A.M. on the day of closing. The County and Town Center each represent that they shall indemnify each other against any claims for commissions due any real estate broker in their employ in connection with this Property.

8. NO WARRANTY FOR PARTICULAR USE:

Subject to Town Center's rights of investigation, Town Center acknowledges and agrees that the Property shall be acquired in an "as is, where is" condition, and that the County makes no warranty or representation, express or implied, or arising by operation of law, including but not limited to, any warranty of condition, habitability, merchantability or fitness for a particular purpose. Town Center acknowledges and agrees that the execution of this Agreement by the County does not constitute a waiver of any ordinance, rule, regulation or law.

9. INSPECTION PERIOD:

Inspections are authorized from the Effective Date and continuing for a period of (30) days, which shall constitute as the "Inspection Period".

10. TITLE COMPANY AND TITLE INSURANCE:

Town Center shall cause to be delivered at closing an owner's title insurance policy on the Property for the full amount of the purchase price issued by a title insurance company and underwriter selected by Town Center. During the Inspection Period, Town Center shall cause to be prepared and delivered to Town Center and the County an owner's title insurance commitment (the "Commitment") with respect to the title policy. In the event that the Commitment indicates that title to the Property is not marketable for any reason, or contains title defects, covenants, restrictions or encumbrances which are not acceptable to Town Center (regardless of whether such defect(s) were known to Town Center prior to the Effective Date of this Agreement), then Town Center shall notify the County no later than ten (10) days following the end of the Inspection Period, and the County shall have the right but not the obligation to cure defects in the title to the reasonable satisfaction of Town Center (or the title insurance company) within thirty (30) days after receipt of notice. Upon the County's failure to cure any such defects in title, or its election not to do so, within the time period set forth above, Town Center shall have the option to either: (a) terminate this Agreement and all rights and liabilities hereunder; or (b) accept such title as the County can convey and proceed with the closing as if no defect had been found. Notice of Town Center's election shall be provided to the County within thirty (30) days from receipt by Town Center of the County's notice of curing (or election not to cure), or from the end of the thirty (30) day cure period, whichever occurs earlier. If Town Center elects to close this transaction, then the closing shall occur within fifteen (15) days from the date that said notice is given. If Town Center elects to terminate this Agreement, all rights and liabilities under this Agreement shall terminate.

11. SURVEY:

During the Inspection Period, Town Center may obtain a survey of the Property by a professional surveyor registered as such with the State of Florida. If the survey shows any gaps, overlaps, encroachments, or other survey-related defects relating to the Property (regardless of whether such defect(s) were known to Town Center prior to the Effective Date of this Agreement), then Town Center shall notify the County no later than ten (10) days following the end of the Inspection Period, and the same shall be treated as a title defect and handled in accordance with paragraph

12. DEVELOPMENT ANALYSIS, ENVIRONMENTAL AND SUBSURFACE TESTING:

During the Inspection Period, Town Center and its agents shall have the right to enter the Property, upon reasonable notice to the County, from time to time, and to perform any and all inspections, investigations, tests, analyses, surveys and audits as Town Center desires to determine the environmental condition of the Property and its suitability for residential use (collectively the "Tests"). In the event the Tests indicate that the Property contains hazardous materials or waste, other pollutants or contaminants, unstable subsurface conditions, significant habitability issues or requirements, wood destroying organisms, or similar conditions which are unacceptable to Town Center (regardless of whether such condition(s) were known to Town Center prior to the Effective Date of this Agreement), then Town Center shall notify the County no later than ten (10) days following the end of the Inspection Period, and the same shall be treated as a title defect and handled in accordance with paragraph 10. Town Center agrees not to hinder or disturb the ongoing operations being conducted by the County on the Property, and further agrees to repair and restore any physical damage caused by such Tests. Town Center shall indemnify, defend and hold the

County harmless from and against any claim, cost, charge or expense arising from or resulting from such Tests.

13. REPORTS AND DOCUMENTS:

Within ten (10) days after the Effective Date of this Agreement, the County will provide to Town Center copies of all written reports in the County's possession relating to the environmental condition of the Property; all plans, permits, maps and approvals; any and all boundary surveys; and any existing title policy or commitment. Town Center hereby acknowledges that the reports may have been prepared by third parties and are provided to Town Center without representation or warranty of any kind, it being understood that Town Center shall be solely responsible for conducting such inspections as it deems reasonably appropriate regarding the Property.

14. RISK OF LOSS:

If, after the Effective Date but prior to closing, the Property is damaged by fire or other casualty ("Casualty Loss") and the cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, the cost of restoration shall be an obligation of the County and closing shall proceed pursuant to the terms of this Agreement. If restoration is not completed as of closing, a sum equal to 125% of the estimated cost to complete restoration (not to exceed 1.5% of the Purchase Price), will be escrowed at closing. If the actual cost of restoration exceeds the escrowed amount, the County shall pay such actual costs (but, not in excess of 1.5% of the Purchase Price). Any unused portion of the escrowed amount shall be returned to the County. If the cost of restoration exceeds 1.5% of the Purchase Price, Town Center shall elect to either take the Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing the County and Town Center from all further obligations under this Agreement. The County's sole obligation with respect to tree damage by casualty or other natural occurrence shall be the cost of pruning or removal.

15. DISCLOSURES:

- (a) Radon Gas. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) Permits Disclosure. Except as may have been disclosed by the County to Town Center in a written disclosure, the County does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) Mold. Mold is naturally occurring and may cause health risks or damage to property. If Town Center is concerned or desires additional information regarding mold, Town Center should contact an appropriate professional.
- (d) Energy Brochure. Town Center acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (e) Lead-Based Paint. If the Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.

- (f) Homeowners' Association/Community Disclosure. TOWN CENTER SHOULD NOT EXECUTE THIS CONTRACT UNTIL TOWN CENTER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION (HOA)/ COMMUNITY DISCLOSURE, IF APPLICABLE. TOWN CENTER is responsible for all costs associated with HOA dues, fees, and late payments.
- (g) Property Tax Disclosure Summary. TOWN CENTER SHOULD NOT RELY ON PREVIOUS PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT TOWN CENTER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (h) Seller Disclosure. The County knows of no facts materially affecting the value of the Property which are not readily observable, and which have not been disclosed to Town Center.

16. DEFAULT:

(a) Failure to Close Transaction. Except as otherwise provided herein, if the County is not in default pursuant to any of the terms of this Agreement and Town Center fails to purchase the Property, the County shall be entitled to retain the Deposit, such sum being agreed upon as liquidated damages in full payment for the failure of Town Center to perform the duties and obligations imposed upon it pursuant to this Agreement, and in recognition of the difficulty, inconvenience and uncertainty of ascertaining actual damages, and no other rights, remedies or damages shall in any case be collectible, enforceable or available to the County other than as provided in this paragraph, and the County agrees to accept and take such Deposit as the County's total damages and relief hereunder in such event.

If the County, for any reason, fails to perform any of the covenants or conditions of this Agreement, Town Center shall at its option (i) waive the nonperformance and proceed with closing; or (ii) may seek specific performance. Town Center shall not be entitled to assert a claim for damages. Upon termination, each party shall be responsible for its own costs, expenses and fees incurred as a result of this Agreement and the enforcement thereof.

- (b) Failure to Perform Post-Closing Covenants and Conditions. A default shall consist of any use of the Property for a purpose other than as authorized in this Agreement, noncompliance with any provision of this Agreement, any material breach of this Agreement, or any other nonperformance as determined by the County. Upon the occurrence of any such default, the County shall serve due notice to Town Center at which time Town Center shall have thirty (30) calendar days to respond and cure the default. If the default is not cured to the written satisfaction of the County, the County shall have the right, in its sole discretion, (i) upon written request from Town Center setting forth a reasonable basis to support the need for an additional cure period, the County may grant an additional cure period by written acknowledgment thereof; or (ii) terminate this Agreement by written notice thereof, and subject to the following remedies:
 - Upon termination of this Agreement as provided herein, if the affordable rental units have not been constructed on the Property, Town Center shall promptly re-convey the Property to the County, pay to the County any accrued interest, and the deferred

payment mortgage and promissory note and LURA shall be satisfied of record. If Town Center fails or refuses to promptly re-convey the Property as provided herein, the County shall have the right to pursue further legal action, including but not limited to foreclosure of the Property.

- 2. In the event that Town Center sells the Property prior to the end of the loan term, the County shall require repayment of the Purchase Price and any accrued interest, plus 25% of shared proceeds earned. Shared proceeds constitutes any net profit made from the sale of the Property with all liens paid off by time of sale less reasonable costs for improvements made to the Property by Town Center, excluding costs for routine maintenance, as approved by the County in its sole discretion. This requirement can be waived by the County if the Property is transferred to another eligible organization with the County's consent, as long as the Property continues to serve the intended population and the reminder of the commitment will be fulfilled.
- 3. Upon termination of this Agreement as provided herein, and in the event some construction of the affordable rental units has occurred, but no certificate of occupancy has been obtained, the County may, in its sole discretion, elect the remedies set forth in either (1), (2) above, or a combination of any of said remedies.

17. MISCELLANEOUS:

- (a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- (b) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns.
- (c) Multiple Counterparts. This Agreement may be executed in more than one counterpart, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by the County and Town Center shall bind the County and Town Center as if they had each executed the same counterpart.
- (d) Severability. If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.
- (e) No Merger. The parties acknowledge and agree that this Agreement creates rights and obligations that are collateral to and independent of the conveyance of the Property to Town Center and that these rights and obligations survive the delivery of the deed, including but not limited to paragraphs 8, 16 and this paragraph 17.
- (f) Headings. The headings used in this Agreement are for convenience only and are not intended to imply or restrict application.

- (g) Authorization. Each party represents to the other that such party has authority under all applicable laws to enter into an agreement containing such covenants and provisions, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each party are authorized and empowered to execute said Agreement. The County's Director of Affordable Housing Services is hereby authorized, on behalf of the County, to extend any time period permitted by this Agreement.
- (h) No Waiver. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein.
- (i) Notice. Any and all notices, demands, consents, approvals or other communication which is required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if transmitted by hand-delivery with receipt thereof, by a nationally recognized overnight delivery service, or by certified mail posted prior to the expiration date for such notice, return receipt requested and first-class postage prepaid, to the following addresses:

If to the County: Hillsborough County

Affordable Housing Services Department

601 E. Kennedy Blvd, 24th Floor, Tampa, FL 33602

Attention: Compliance Section

If to the Agency: Town Center Brandon Development Associates, LLC

180 Fountain Parkway N.,

Suite 100

St Petersburg, FL 33716 Attention: Shawn Wilson

or to such other address as a party may have specified in writing to the other party using the procedures contained in this paragraph. Notices sent (i) via hand delivery shall be deemed delivered when received; (ii) via overnight delivery by a nationally recognized overnight delivery service shall be deemed delivered on the next business day after deposit with such service; and (iii) via certified mail shall be deemed delivered on the date of receipt.

- (j) Assignment. This Agreement and the rights and obligations granted herein may not be assigned by either party without the prior written consent of the other party.
- (k) Time of the Essence. Time is of the essence with regard to all dates and times set forth in this Agreement. If the final date of any period set forth herein (including, but not limited to, the closing date) falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. The term "days" as used herein shall in all cases mean calendar days.
- Addendum. Any addendum attached hereto that is signed by the parties shall be deemed a part
 of this Agreement.

REMAINDER OF PAGE INTENTIONALLY BLANK SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed as of the day and year first above written.

ATTEST: CINDY STUART CLERK OF THE CIRCUIT COURT	HILLSBOROUGH COUNTY, A POLITICAL SUBDIVISION OF
BY: DEPUTY CLERK	THE STATE OF FLORIDA BY: CHAIR
DEPUTY CLERK	DATE:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
BY: Nancy Y. Takemori Senior Assistant County Attorney	

NON-PROFIT:

Signed, sealed and delivered in the presence of:

TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company.

By: CASL Town Center, LLC, a Florida limited liability company, its manager

The state of the s	anne mann, company, no manager
By: Community Assisted and Suppose member Tulian S Eller By: Julian 5 Eller (Feb 15, 2023 15:19 EST)	ported Living, Inc., a Florida non-profit corporation, its sole
Julian S. Eller, CE	0
Witness Signature Malina	
JENNIFIER MOLINA	
Name printed or typed	
MICHOPEL	
Witness Signature	
M.J. K	
Name printed or typed	
STATE OF Florida	
David and Live in	
COUNTY OF Pinellas	
title of officer or agent) of CASC	(state or place of incorporation) corporation on behalf of
[Notary Seal]	
	Delen Rom
	Notary (Public
anulti.	Julian Rozema
JILLIAN NICOLE ROZEMA MY COMMISSION # HH 272764	Name typed, printed or stamped
EXPIRES: June 6, 2026	My Commission Expires:

Signed, sealed and delivered in the presence of:

TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liab	ility company
By: Blue Town Center, LLC, a Florida limited liability company, its manager	

By: Shawn Wilson, Manager
Town Center Brandon Development Associates, LLC
Witness Signature

Witness Signature

JENNIFIER MOLINA Name printed or typed

My Kapadi: Witness Signature M.J. Kopadi In

Name printed or typed

STATE OF Florida

COUNTY OF Pin-ellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2.15.23 (date) by Shown with title of officer or agent) of Blue Town Canter LLC (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

JILLIAN NICOLE ROZEMA MY COMMISSION # HH 272764 EXPIRES: June 6, 2026 Notary Public

Tillian Rozema

Name typed, printed or stamped

My Commission Expires: 6.6-24

EXHIBIT "1" Legal Description

Folio #: 071878-0150

Address: 2098 Town Center Blvd Brandon, FL 33511

Legal Description: SOUTH TAMPA SUBDIVISION COM AT SE COR THN S 88 DEG 53 MIN 08 SEC W 666.59 FT THN N 00 DEG 13 MIN 04 SEC E 15 FT THN S 88 DEG 53 MIN 08 SEC W 380.96 FT TO POB THN S 88 DEG 53 MIN 08 SEC W 264.22 FT THN N 00 DEG 13 MIN 04 SEC E 361.28 FT THN N 88 DEG 59 MIN 22 SEC E 415.58 FT THN ALONG 404.61 FT ALONG ARC OF CUR TO LEFT RADIUS OF 514 FT CRD BRG S 22 DEG 47 MIN 26 SEC W 394.25 FT TO POB

End of Exhibit "1"

Prepared by: Marie Theodore-Manigat Hillsborough County Attorney's Office Affordable Housing Services 601 E. Kennedy Blvd, Tampa, Florida 33602

After Recording Return to: Hillsborough County Affordable Housing Housing Services PO Box 1110 Tampa, FL 33601-1110

EXHIBIT "2"

Folio No. 071878-0150

MORTGAGE

THIS MORTGAGE, hereinafter called the "Mortgage", made on or as of the _____day of _____, 20____, by and between the Mortgagor, Town Center Brandon Development Associates, LLC, hereinafter, and if more than one party jointly and severally, called "Borrower", whose principal address is 180 Fountain Parkway N., Suite 100 St. Petersburg FL 33716, and the Mortgagee, Hillsborough County, Florida, a political subdivision of the State of Florida, whose principal address is 601 East Kennedy Boulevard.

WITNESSETH:

THAT to secure the payment of an indebtedness in the principal amount of One Million Three Hundred Eighty Four Thousand Nine Hundred and 00/100 Dollars (\$1,384,900.00), which shall be payable in accordance with that certain note, bearing even date herewith, inclusive of the signature of the Borrower, which is affixed hereto and made a part hereof, hereinafter referred to as the "Note", and all other indebtedness which the Borrower is obligated to pay to the Lender pursuant to the provisions of the Note and this Mortgage, the Borrower hereby grants, conveys and mortgages to the Lender:

ALL THAT certain lot, piece or parcel of land situated in Hillsborough County and State of Florida, bounded and described as follows:

STREET ADDRESS: see Exhibit "A"

LEGAL DESCRIPTION: see Exhibit "A"

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions hereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing, together with said property are herein referred to as the "Property"; and

TOGETHER with any and all awards now or hereafter made for the taking of the Property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Lender and are deemed a part of the property mortgaged hereby; and the Lender is hereby authorized to collect and receive the same toward the payment of indebtedness secured by this Mortgage, notwithstanding the fact that the amount thereon may not then be due and payable; and

TOGETHER with all rights, title and interest of the Borrower in and to the land lying in the streets, roads, or alleys adjoining to the above-described land. All the above-described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property and every part thereof unto the Lender, its successors and assigns forever for the purposes and uses herein set forth.

AND the Borrower further covenants and agrees with the Lender, as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST.

The Borrower shall promptly pay the principal of the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and, in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage. The term of this loan is through and including the later of June 30, 2076, or 50 years from execution of this Mortgage, hereafter referred to as the "Loan Term". The principal is deferred during the Loan Term. The interest on this Mortgage will be one percent (1%) is payable annually in arrears on the anniversary date of this Mortgage for the duration of the Loan Term. Property, as further defined in the legal description of this Mortgage, meets the terms noted in that certain INFILL PROGRAM TRANSFER AGREEMENT, BOCC Doc. #23 . hereinafter referred to as the "Agreement", and a default does not occur, the principal amount shall be forgiven and satisfied at maturity. However, the principal and any interest accrued shall be paid in full if the Property is not in compliance with the Agreement or if the Property is sold, mortgaged, liened, refinanced, foreclosed upon or otherwise transferred by the Borrower prior to the expiration of the Loan Term without the Lender's prior written consent. This is in addition to any other remedies to which the Lender may be entitled as set forth in the Agreement. The Agreement is hereby incorporated into this Mortgage by reference and its terms adopted as if fully set forth herein.

2. FUNDS FOR TAXES, ASSESSMENTS AND LIENS.

The Borrower shall pay when due, as hereinafter provided, all taxes, assessments, homeowners assessments, and other governmental charges, fines and impositions, and Homeowner's Association dues/fees/late charges, of every kind and nature whatsoever, now or hereafter imposed on the Mortgaged Property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. BUILDING REMOVAL, ADDITIONS AND COMPLIANCE WITH REQUIREMENTS.

The Borrower will not voluntarily create or permit or suffer to be created or to exist, on or against the Mortgaged Property or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens to which this Mortgage is expressly subject and will keep and maintain the same free from the claims of all parties supplying labor and/or materials to the Property.

4. NOTICE OF FIRE OR CASUALTY.

The Borrower will give immediate notice by registered or certified mail to the Lender of any fire, damage or other casualty affecting the Mortgaged Property, or of any conveyance, transfer or change in ownership of such Property, or any part thereof.

5. COVERAGE OF INSURANCE POLICIES.

- a. The Borrower will keep all buildings, other structures and improvements insured against loss by fire and other hazards, casualties and contingencies in such amounts and manner and for such periods as may be required by the Lender; all such insurance policies must include standard fire and extended coverage in amounts not less than necessary to comply with the coinsurance clause. All such insurance shall be carried by companies approved by the Lender, and all policies shall be in such form and shall have attached hereto loss payable clauses in favor of the Lender and any other parties as shall be satisfactory to the Lender. All such policies and attachments thereto shall be delivered promptly to the Lender, unless they are required to be delivered to the holder of a lien or a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event certificates thereof, satisfactory to the Lender, shall be delivered promptly to the Lender. The Borrower will pay promptly when due, as hereinafter provided, any and all premiums on such insurance. The Lender shall be listed as an additional insured on all such insurance policies.
- b. In the event of loss or damage to the Mortgaged Property, the Borrower will give to the Lender immediate notice thereof by mail, at the address herein above stated and the Lender may make and file proof of loss if not made otherwise promptly by or on behalf of the Borrower. Unless the Borrower and the Lender otherwise agree in writing, insurance proceeds shall be applied to restoration or repair, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to the Borrower. If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the Lender within thirty (30) days from the date notice is mailed by the Lender to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the Lender is authorized to collect and apply the insurance proceeds at the Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.
- c. At least thirty (30) days prior to the expiration of each policy, the Borrower will furnish the Lender with evidence satisfactory to the Lender of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by the Lender, will be in a form satisfactory to the Lender, and will be maintained in full force and effect. All policies will contain a provision that the policies will not be cancelled or materially amended (including any reduction in the scope or limits of coverage), without at least ten (10) days prior written notice to the Lender. If all or any part of the insurance will expire, or be withdrawn, or become void or unsafe, by reason of the Borrower's breach of any condition, or if for any reason whatsoever the insurance will be unsatisfactory to the Lender, the Borrower will place new insurance on the premises, satisfactory to the Lender.

6. TAXES.

In order to protect more fully the security of this Mortgage, the Borrower shall promptly submit to the Lender upon request, or the Lender's designated agent, the Hillsborough County Tax Invoice for the Mortgaged Property. Such invoice shall either show that no taxes are due or be accompanied by a receipt showing taxes have been paid in full.

7. COUNTY ORDINANCES.

Any improvements made to the Property by Borrower shall comply with all applicable local ordinances, regulations and rules made or promulgated with lawful authority.

8. PROTECTION OF LENDER'S SECURITY.

If the Borrower fails to perform the covenants and agreements contained in this Mortgage or the Agreement, excluding any lien to which this Mortgage is expressly subject, or if any action or

proceeding is commenced which materially affects the Lender's interest in the Property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the Lender at the Lender's option, upon notice to the Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect the Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by the Lender pursuant to this Paragraph with interest thereon, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the Borrower and the Lender agree to other terms of payments, such amounts shall be payable upon notice from the Lender to the Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such time would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph shall require the Lender to incur any expense or take any action hereunder.

9. LENDER INSPECTIONS.

The Lender, or any of its agents or representatives, shall have the right to inspect the Mortgaged Property at any reasonable hour of the day. Should the Mortgaged Property, or any part thereof, require repair, care or attention, then, after notice as provided herein (Paragraph 14) to the Borrower, the Lender may enter or cause entry to be made upon the Mortgaged Property and repair, protect and maintain the Property as the Lender may deem necessary. Any and all money that the Lender must pay to accomplish the proper maintenance on the Mortgaged Property shall become due and payable under the provision of Paragraph 8.

10. EVENT OF DEFAULT.

An Event of Default will be the occurrence of any one of the following events, and upon that occurrence the Lender may, at the Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

- Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment;
- b. Nonperformance by the Borrower of any covenant, agreement, term, or condition of this Mortgage, or of the Note, Agreement, or of any other agreement made by the Borrower with the Lender in connection with such indebtedness including that certain Land Use Restriction Agreement recorded at Official Records Book _______, Page _______, in the Public Records of Hillsborough County, Florida, after the Borrower has been given due notice by the Lender of such nonperformance and ten (10) days to cure;
- c. Failure of the Borrower to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage;
- d. The Lender's discovery of the Borrower's failure in any application of the Borrower to the Lender to disclose any fact deemed by the Lender to be material, or the making herein, or in any of the agreements entered into by the Borrower with the Lender (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Borrower:

- e. Failure by the Borrower to submit promptly to the Lender or Lender's designated agent proof of payment of all insurance and taxes, as required herein; or
- f. IF THE BORROWER DOES NOT REMAIN OWNER, OR IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS RENTED, LEASED, SOLD, MORTGAGED, LIENED, REFINANCED, FORECLOSED UPON OR OTHERWISE TRANSFERRED BY THE BORROWER, EXCEPT AS PROVIDED FOR IN THE AGREEMENT, WITHOUT THE LENDER'S PRIOR WRITTEN CONSENT, OR IF FIFTY PERCENT (50%) OR MORE OF THE SHARES IN BORROWER ARE TRANSFERRED TO PERSONS OR ENTITIES OTHER THAN PERSONS OR ENTITIES HOLDING SHARES IN THE BORROWER AS OF THE DATE HEREOF WITHOUT LENDER'S PRIOR WRITTEN CONSENT, THEN IN ANY OF THE FOREGOING EVENTS, THE LENDER MAY AT THE LENDER'S OPTION DECLARE ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE.

If the Lender exercises such option to accelerate, the Lender shall mail the Borrower's notice of acceleration in accordance with Paragraph 14 hereof. Such notice shall provide a period of not less than ten (10) days from the date the notice is mailed within which the Borrower may pay the sum declared due, or cure the specific identifiable breach as delineated in the aforementioned written notice. If the Borrower fails to pay such sums or cure the identified breach prior to the expiration of such period, the Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 11 hereof.

11. OPTION OF MORTGAGEE UPON EVENT OF DEFAULT.

Upon the occurrence of a default, the Lender, prior to acceleration, shall mail notice to the Borrower as is provided in Paragraph 14 hereof, specifying:

- a. The breach;
- The action required to cure such breach;
- c. A date not less than ten (10) days from the date the notice is mailed to the Borrower by which such breach must be cured; and
- d. That failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of the Property. The notice shall further inform the Borrower of the right to assert in the foreclosure proceedings the non-existence of a default, or any other defense of Borrower to acceleration and foreclosure.

If the breach is not cured on or before the date specified in the notice, the Lender, at the Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. The Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts, title reports and court costs.

12. APPOINTMENT OF RECEIVER.

The Lender in any action to foreclose this Mortgage may be entitled to have a receiver appointed by a Court of Law as a matter of right and without regard to the value of the Mortgaged Property or the solvency of the Borrower or other parties liable for the payment of the Note and other indebtedness secured by this Mortgage. Said receiver shall enter upon, take possession of and manage the Property. All funds collected by the receiver shall be applied first to payments of the costs of management of the Property,

including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this Mortgage.

13. FORBEARANCE BY LENDER NOT A WAIVER.

Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of the Lender's right to accelerate the maturity of indebtedness secured by this Mortgage.

14. NOTICE.

Except for any notice required under applicable law to be given in another manner, (a) any notice to the Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Borrower at the Property address or at such other address as the Borrower may designate by notice to the Lender as provided herein, and (b) any notice to the Lender shall be given by certified mail, return receipt requested, to the Lender's address below, or to such other address as the Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower or the Lender when given in the manner designated herein.

LENDER: Hillsborough County

Affordable Housing Services Department

Attn: Director

601 E. Kennedy Blvd., 24th Floor

Tampa, Florida 33601

BORROWER: Town Center Brandon Development Associates, LLC.

Attn: Shawn Wilson, Manager 180 Fountain Parkway N., Suite 100

St Petersburg, FL 33716

15. ONE PARCEL.

In case of a foreclosure sale of the Mortgaged Property, it may be sold in one parcel.

16. BORROWER'S COPY.

The Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

17. LAWFULLY SEIZED.

The Borrower is lawfully seized of the Mortgaged Property and has good right, full power, and lawful authority to sell and convey the same in the manner above provided and will warrant and defend the same to the Lender forever against the lawful claims and demands of any and all parties whatsoever.

18. BORROWER NOT RELEASED.

Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Lender to any successor in interest of the Borrower shall not operate to release

in any manner the liability of the original Borrower and the Borrower's successor in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors in interest.

19. CAPTIONS.

The captions of this Mortgage are for convenience only and shall not be construed as defining or limiting the scope or intent of the provisions hereof.

20. SUCCESSORS AND ASSIGNS.

This Mortgage and all covenants, agreements, terms, and conditions herein contained shall be binding upon and inure to the benefit of the Borrower, and, to the extent permitted by law, every subsequent owner of the Mortgaged Property and shall be binding upon and inure to the benefit of the Lender and its assigns. If the Borrower, as defined herein consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The word "Lender" shall include any person, corporation, or other party who may from time to time be the holder of this Mortgage. Whenever used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

21. VENUE.

Each party covenants and agrees that any and all legal actions arising out of or connected with this Mortgage shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Mortgage is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

22. SURVIVABILITY AND SEVERABILITY.

- Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Mortgage shall remain enforceable against such party subsequent to such termination.
- b. In the event any section, sentence, clause or provision of this Mortgage is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Mortgage shall not be affected by such determination and shall remain in full force and effect.

23. RELEASE

Upon payment of all sums secured by this Mortgage and the Note, the Lender shall release this Mortgage and the Note. The Borrower shall pay all recordation costs.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Borrower on or as of the day and year first above written.

TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company

By: CASL Town Center, LLC, a Florida limited liability company, its manager

member By:	The state of the s
Julian S. Eller, CE	0
Witness Signature	
Name printed or typed	
Witness Signature	
Name printed or typed	
STATE OF	
COUNTY OF	
notarization, this (date) by title of officer or agent) of	ged before me by means of □ physical presence or □ online (name of officer or agent, (name of corporation)
acknowledging), a the corporation. He/she is personally knidentification) as identification.	(name of corporation) (name of corporation) (state or place of incorporation) corporation, on behalf of nown to me or has produced (type of
[Notary Seal]	
	Notary Public
	Name typed, printed or stamped
	My Commission Expires:

Signed, sealed and delivered in the presence of:

TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company

By: Blue Town Center, LLC, a Florida limited lia	ability company, its manager
Shawn Wilson, Manager Town Center Brandon Development Associa	ates, LLC
Witness Signature	
Name printed or typed	
Witness Signature	
Name printed or typed	
STATE OF	_
COUNTY OF	
notarization, this (date) by title of officer or agent) of	efore me by means of physical presence or online (name of officer or agent, (name of corporation) tate or place of incorporation) to me or has produced (type of
	Notary Public
	Name typed, printed or stamped My Commission Expires:

MORTGAGE

Exhibit "A" (of Exhibit "2")

Folio #: 071878-0150

Address: 2098 Town Center Blvd Brandon, FL 33511

Legal Description SOUTH TAMPA SUBDIVISION COM AT SE COR THN S 88 DEG 53 MIN 08 SEC W 666.59 FT THN N 00 DEG 13 MIN 04 SEC E 15 FT THN S 88 DEG 53 MIN 08 SEC W 380.96 FT TO POB THN S 88 DEG 53 MIN 08 SEC W 264.22 FT THN N 00 DEG 13 MIN 04 SEC E 361.28 FT THN N 88 DEG 59 MIN 22 SEC E 415.58 FT THN ALONG 404.61 FT ALONG ARC OF CUR TO LEFT RADIUS OF 514 FT CRD BRG S 22 DEG 47 MIN 26 SEC W 394.25 FT TO POB

Said property is not the homestead of _	under the laws and constitution of the State of
Florida in that neither	nor any member of its household reside thereon.

End of Exhibit "A" (of Exhibit "2")

Exhibit "3" Town Center Brandon Development Associates, LLC PROMISSORY NOTE

Le	gai Description: See Exhibit "A"
Da	ate:
Aı	nount: \$
N	FOR VALUE RECEIVED, the undersigned, whose principal address is 180 Four

Folio Number: Property Address: See Exhibit "A"

FOR VALUE RECEIVED, the undersigned, whose principal address is 180 Fountain Parkway N., Suite 100 St. Petersburg FL 33716, hereinafter referred to as "Borrower," promises to pay to the order of Hillsborough County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "Lender", or its successors, the sum of One Million Three Hundred Eighty-Four Thousand Nine Hundred and 00/100 Dollars (\$1,384,900.00).

LOAN PAYMENT: The Borrower shall promptly pay the principal of the indebtedness evidenced by this Note, and all other charges and indebtedness provided herein and, in the Mortgage, securing this Note, at the times and in the manner provided in this Note and in the Mortgage. The term of this loan is through and including the later of June 30, 2076, or 50 years from the execution of the Mortgage securing this Note, hereafter referred to as the "Loan Term". The interest on the loan will be one percent (1%) and is payable annually in arrears on the anniversary date of the Mortgage for the duration of the Loan Term. If the property as further defined in the legal description of this Note, attached as Exhibit "A", satisfies the terms noted in that certain INFILL PROGRAM TRANSER AGREEMENT, hereinafter referred to as the "Agreement", between Lender and Borrower dated , 2023, and identified as BOCC Doc. , and a default does not occur, the principal amount shall be forgiven and satisfied at maturity. The Agreement is hereby incorporated into this Note by reference and its terms adopted as if fully set forth herein. However, the principal and any interest accrued shall be paid in full if the property described in Exhibit "A" is not in compliance with the Agreement or if the Property is sold, mortgaged, liened, refinanced, foreclosed upon or otherwise transferred by the Borrower prior to the expiration of the Loan Term or the recorded Land Use Restriction Agreement referenced in the Agreement, hereinafter referred to as the "LURA", without the Lender's prior written consent. This is in addition to any other remedies to which the Lender may be entitled as set forth in the Agreement.

DEFAULT & ACCELERATION: The Lender shall have the right to declare the amount of the total unpaid balance hereof to be due and forthwith payable in advance of the maturity date of any sum due or installment, as fixed herein, after notice has been given in accordance with the terms and conditions in the Mortgage securing this Note, upon the occurrence of any event or failure to perform in accordance with any of the terms and conditions in this Note or in said Mortgage, Agreement or LURA. IF BORROWER DOES NOT REMAIN OWNER, OR IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS RENTED, LEASED, SOLD, MORTGAGED, LIENED, REFINANCED, FORECLOSED UPON OR OTHERWISE TRANSFERRED BY BORROWER, EXCEPT AS PROVIDED FOR IN THE AGREEMENT, WITHOUT LENDER'S PRIOR WRITTEN CONSENT, OR IF FIFTY PERCENT (50%) OR MORE OF THE SHARES IN BORROWER ARE TRANSFERRED TO PERSONS OR ENTITIES OTHER THAN PERSONS OR ENTITIES HOLDING SHARES IN THE BORROWER AS OF THE DATE HEREOF WITHOUT LENDER'S PRIOR WRITTEN CONSENT, THEN IN ANY OF THE FOREGOING EVENTS, LENDER MAY AT LENDER'S OPTION DECLARE ALL THE SUMS SECURED BY THE MORTGAGE AND THIS NOTE TO BE IMMEDIATELY DUE AND PAYABLE.

ESTOPPEL/WAIVER: Failure of the Lender to declare a default shall not constitute a waiver of such default. Upon default, in accordance with the terms and conditions contained in the Mortgage, this Note will accrue interest at the highest rate permissible under applicable law, or, if this Note be reduced to judgment, such judgment should bear interest at the highest rate permissible under applicable law.

<u>COLLECTION COSTS</u>: If suit is instituted by the Lender to recover this Note, the Borrower agree(s) to pay all costs of such collection including reasonable attorney's fees and court costs.

PARTIES: The words "Borrower" and "Lender" in this Note shall be construed to include the respective heirs, personal representatives, successors, and assigns of the Borrower and the Lender.

CONSTRUCTION AND VENUE: Each party covenants and agrees that any and all legal actions arising out of or connected with this Note shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Note is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Note has been duly executed by the Borrower as of the above date.

TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company.

By: CASL Town Center, LLC, a Florida	limited liability company, its manage	r
By: Community Assisted and Support member By:	ed Living, Inc., a Florida non-profit c	orporation, its sole
Julian S. Eller, CEO		
Witness Signature		
Name printed or typed		
Witness Signature		
Name printed or typed		
STATE OF	_	
COUNTY OF		
The foregoing instrument was acknowledged notarization, this (date) by title of officer or agent) of acknowledging), a	(state or place of incorporation) con	ne of officer or agent, (name of corporation rporation, on behalf of
the corporation. He/she is personally known identification) as identification.	n to me or has produced	(type of
[Notary Seal]		
	Notary Public	
	Name typed, printed or stamped	
	My Commission Expires:	

Signed, sealed and delivered in the presence of:

TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company

By: Blue Town Center, LLC, a Florida limite	d hability company, its manager
Ву:	
Shawn Wilson, Manager	
Town Center Brandon Development Ass	sociates, LLC
Witness Signature	
Name printed or typed	
Witness Signature	
Name printed or typed	
STATE OF	
COUNTY OF	
5.427.57.77	
The foregoing instrument was acknowledge	ed before me by means of \square physical presence or \square online
notarization, this (date) by title of officer or agent) of	(name of officer or agent, (name of corporation
acknowledging), a	(state or place of incorporation) corporation, on behalf of
identification) as identification.	wn to me or has produced (type of
[Notary Seal]	
	Notary Public
	Y ' ' ' Y ' ' ' ' ' ' ' ' ' ' ' ' ' ' '
	Name typed, printed or stamped
	My Commission Expires:

Promissory Note Exhibit "A" (to Exhibit "3")

Folio #: 071878-0150

Address: 2098 Town Center Blvd Brandon, FL 33511

Legal Description: SOUTH TAMPA SUBDIVISION COM AT SE COR THN S 88 DEG 53 MIN 08 SEC W 666.59 FT THN N 00 DEG 13 MIN 04 SEC E 15 FT THN S 88 DEG 53 MIN 08 SEC W 380.96 FT TO POB THN S 88 DEG 53 MIN 08 SEC W 264.22 FT THN N 00 DEG 13 MIN 04 SEC E 361.28 FT THN N 88 DEG 59 MIN 22 SEC E 415.58 FT THN ALONG 404.61 FT ALONG ARC OF CUR TO LEFT RADIUS OF 514 FT CRD BRG S 22 DEG 47 MIN 26 SEC W 394.25 FT TO POB

Said property is not the homestead of	under the laws and constitution of the State of
Florida in that neither	nor any member of its household reside thereon.

End of Exhibit "A" (to Exhibit "3") Prepared by: Marie Theodore-Manigat Hillsborough County Attorney's Office Affordable Housing Services 601 E. Kennedy Blvd. Tampa, Florida 33602

After Recording Return to: Hillsborough County Affordable Housing Housing Services PO Box 1110 Tampa, FL 33601-1110

EXHIBIT "4"

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

DECLARATION OF COVENANTS AND RESTRICTIONS

(a/k/a Agreement or "LURA")

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, also known as the Land Use Restriction Agreement and hereinafter referred to as the "LURA", is entered into this ________, 20____, by and between Hillsborough County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Town Center Brandon Development Associates, LLC, a Florida Limited Liability Company, hereinafter referred to as the "Owner".

RECITALS

WHEREAS, on_____, 20_, the County and Owner entered into that certain Infill Program Transfer Agreement, hereinafter referred to as the "Agreement", pursuant to Fl. Stat. sec. 125.379, through which Owner acquired the property legally described in Exhibit "A" (the "Property") from the County for development of affordable housing; and

WHEREAS, properties sold or donated pursuant to Section 125.379, Florida Statutes, must contain a restriction that the property will be developed as permanent affordable housing; and

WHEREAS, as provided in the Agreement, Owner has agreed to develop, construct and operate on the Property an affordable multi-family rental project with a minimum of 77 units, 20 of which shall be set aside for special needs households. Thirty-nine of the 77 rental units will be set aside for households with incomes at 50% of area median income (AMI) or below and thirty-eight (38) of the units will be set aside for households with incomes at 80% of AMI or below for the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area, as updated annually by the Department of Housing and Urban Development; and

WHEREAS, as a condition of the transfer of the Property from the County to Owner, and acknowledging that the Property is to be developed as an affordable housing rental development, Owner agrees to the restricted use of the Property; and

WHEREAS, this LURA shall be properly filed and recorded by the County within the Official Public Records of Hillsborough County, Florida, and shall constitute a restriction upon the use of the Property subject to and in accordance with the terms contained herein.

NOW THEREFORE, in consideration of the transfer of the Property from the County to Owner, the parties hereto agree as follows:

- 1. Recitals. The foregoing Recitals are true and correct and by this reference are incorporated as if fully set forth herein.
- Property. The Property subject to this LURA is further described in Exhibit "A" attached hereto and incorporated herein by reference.
- 3. <u>Duration of Covenants.</u> The covenants set forth in this LURA shall remain in effect from Project completion as determined by the County and first occupancy, continuing thereafter until June 30, 2076 ("LURA Term"). Notwithstanding the foregoing, this LURA shall automatically terminate and be of no force and effect in the event of involuntary noncompliance with this LURA caused by fire or other casualty, seizure, requisition, change in a federal law or an action by a federal agency that prevents the County from enforcing the provisions hereof, or foreclosure or a deed in lieu of foreclosure by the County. Upon a termination of this LURA pursuant to the preceding sentence, the County and the Owner will execute a recordable document further evidencing such termination. In the case of foreclosure or deed in lieu of foreclosure, such termination will cease to be effective if at any time during the balance of the term hereof, the Owner or any affiliated entity obtains an ownership interest in the Property for federal tax purposes.
- Use and Occupancy.
 For the duration of this LURA, use and occupancy of the Property shall be as follows:
- a. The Property shall be developed with seventy-seven (77) multifamily rental units composed of the following: forty (40) 1 bedroom/1 bathroom units containing 700 s/f, and twenty-five (25) 2 bedroom/2 bathroom units containing 950 s/f, and twelve (12) 3 bedroom/2 bathroom units containing 1175 s/f. Twenty (20) of the total units shall be set aside for special needs households. Thirty-nine of the 77 rental units will be set aside for households with incomes at 50% of area median income (AMI) or below and thirty-eight (38) of the units will be set aside for households with incomes at 80% of AMI or below for the duration of the LURA Term.
- b. The maximum rent allowable for the 77 set-aside units shall be determined by the Florida Housing Finance Corporation rent limits for the State Housing Initiatives Partnership (SHIP) program.
- c. In the event that the Owner offers the Property for sale before the end of the LURA Term, the Owner shall give a right of first refusal with the County's consent to an eligible nonprofit organization for purchase of the Property at a reasonable price not to exceed the current market value as long as the Property continues to serve the intended populations and the remainder of the commitment will be fulfilled as set forth in this LURA.
- 5. Covenants Run with the Land. All conditions, covenants, and restrictions contained in this LURA shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the County, its successors and assigns, against Owner, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof, subject to the provisions of Section 4 above. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Property are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Property.

- 6. Violation of Agreement. If a material violation of any of the provisions hereof occurs and is not cured within a reasonable period of time, affected parties may institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or attempted violation and to compel specific performance. The provisions hereof are imposed upon and made applicable to the Property and shall run with the land and shall be enforceable against the owner of the Property or any other person or entity that has or had an ownership interest in the Property at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof as to any breach or violation, or impair, damage, or waive the right of said party to obtain relief against or recover for the continuation or repetition of such breach or violation at any later time or times.
- 7. <u>Modification of Agreement</u>. The County and its successors and assigns and Owner and the successors and assigns of Owner in and to all or any part of the fee title to the Property, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this LURA without the consent of any tenant, lessee, easement holder, licensee, mortgagee (other than the County), trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Property. Any amendment or modification to this LURA must be in writing and signed by the County and the Owner, or their successors and assigns.
- 8. Venue and Governing Law. Each party covenants and agrees that any and all legal actions arising out of or connected with this LURA shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This LURA is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.
- 9. <u>Termination</u>. The covenants set forth herein shall automatically terminate and be of no further force and effect upon satisfactory completion of the requisite period prescribed in Paragraph 4 and the conditions set forth in Paragraph 5. Upon the passing of the period in Paragraph 4, the covenants herein shall be deemed satisfactorily complied with unless documents properly and timely recorded with the Hillsborough County Clerk of Court indicate otherwise.
- 10. Filing. Upon execution and delivery by the parties hereto, the County shall cause this LURA and all amendments and supplements hereto to be recorded and filed in the Official Public Records of Hillsborough County, Florida, and shall pay all fees and charges incurred in connection therewith.
- 11. <u>Severability</u>. If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.
- 12. <u>Entire Agreement</u>. This LURA together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.
- 13. Counterparts. This LURA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HERETO, the County and Owner have caused this instrument to be executed on their behalf by their respective officers or agents herein duly authorized as of the day and year first written above.

ATTEST: CINDY STUART CLERK OF THE CIRCUIT COURT	HILLSBOROUGH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
BY:	BY:
DEPUTY CLERK	CHAIR
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
BY:	
Nancy Y. Takemori Senior Assistant County Attorney	

Signed, sealed and delivered in the presence of:

TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company

By: CASL Town Center, LLC, a Florida limited liability company, its manager By: Community Assisted and Supported Living, Inc., a Florida non-profit corporation, its sole member By: Julian S. Eller, CEO Witness Signature Name printed or typed Witness Signature Name printed or typed STATE OF COUNTY OF The foregoing instrument was acknowledged before me by means of \square physical presence or \square online notarization, this (date) by (name of officer or agent, title of officer or agent) (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification. [Notary Seal] Notary Public

Name typed, printed or stamped

My Commission Expires:

Signed, sealed and delivered in the presence of:

TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company

By: Blue Town Center, LLC, a Florida limited	d liability company, its manager	
By:Shawn Wilson, Manager		
Town Center Brandon Development Asse	ociates, LLC	
Witness Signature		
Name printed or typed		
Witness Signature		
Name printed or typed		
STATE OF		
COUNTY OF		
notarization, this (date) by	d before me by means of physical presence (name of office (name of	cer or agent.
acknowledging), a the corporation. He/she is personally know identification) as identification.	(name of (name of (state or place of incorporation) corporation, we to me or has produced	on behalf of (type of
[Notary Seal]		
	Notary Public	
	Name typed, printed or stamped	_
	My Commission Expires:	

LAND USE RESTRICTION AGREEMENT

Exhibit "A" (to Exhibit "4")

Folio #: 071878-0150

Address: 2098 Town Center Blvd Brandon, FL 33511

Legal Description: SOUTH TAMPA SUBDIVISION COM AT SE COR THN S 88 DEG 53 MIN 08 SEC W 666.59 FT THN N 00 DEG 13 MIN 04 SEC E 15 FT THN S 88 DEG 53 MIN 08 SEC W 380.96 FT TO POB THN S 88 DEG 53 MIN 08 SEC W 264.22 FT THN N 00 DEG 13 MIN 04 SEC E 361.28 FT THN N 88 DEG 59 MIN 22 SEC E 415.58 FT THN ALONG 404.61 FT ALONG ARC OF CUR TO LEFT RADIUS OF 514 FT CRD BRG S 22 DEG 47 MIN 26 SEC W 394.25 FT TO POB

End of Exhibit "A"

(to Exhibit "4")

EXHIBIT "5"

EQUAL EMPLOYMENT OPPORTUNITY - APPLICABLE STATUTES, ORDERS AND REGULATIONS* CONVEYANCE OF INFILL LOT (LAND ONLY)

HILLSBOROUGH COUNTY, FL

- --- Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- ---- Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

STATE

- --- Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- --- Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- --- Florida Statutes § 112.043, prohibits age discrimination in employment.
- ---- Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- --- Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.
- -- Florida Civil Rights Act of 1992, Florida Statutes §§760.01 760.11, as amended.
- Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.
- ---- Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.
- --- Florida Fair Housing Act, Florida Statutes \$\$760.20 760.37.
- --- Florida Statutes §760.40, provides for the confidentiality of genetic testing.
- --- Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- --- Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.
- -- Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.
- --- Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

FEDERAL

- --- Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.
- --- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.
- --- Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.
- --- Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- --- Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.
- --- Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.
- --- Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.
- --- Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.
- --- Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4).
- --- Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.
- --- Interagency Agreement promulgated on March 23, 1973.
- --- Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- --- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.
- --- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.
- --- Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat 713.
- --- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008, P. L. 110-325, 122 Stat. 3553.
- --- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
- --- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- --- State and Local Assistance Act of 1972, as amended.
- --- Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments,

as amended.

- --- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§ 5.100 -5.605.
- --- Executive Order 13673, Fair Pay and Safe Workplaces.

*The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract.

- If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, Town Center Brandon Development Associates, LLC., (referred to in this Exhibit as "contractor"), agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

End Exhibit "5"

Address: 2098 Town Center Blvd. Brandon, FL 33511

R	Ε	S	0	L	U	Т	I	0	N	I	NO.					

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF COUNTY OWNED PROPERTY ON THE AFFORDABLE HOUSING INVENTORY AND LOCATED AT 2098 TOWN CENTER BLVD. BRANDON, FL 33511 TO TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC.

Commissioner				th.	- fallan	- D 10
				, lii	ie follow	ving Resolution
was adopted	by a	vote	of	to voting "NO	;	Commissioners

WHEREAS, Hillsborough County holds and possesses title to that certain parcel of real property lying in Hillsborough County, Florida, being more particularly described in Exhibit "A" attached hereto are referred to as the ("Property"); and

WHEREAS, pursuant to Section 125.379, Florida Statutes, the County is required to prepare an inventory list of all real property in the County to which the County holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, the Property was placed on the inventory list created by County pursuant to Section 125.379, Fla. Stats.; and

WHEREAS, Section 125.379, Florida Statutes, authorizes the sale of the properties or the donation of the properties on the adopted affordable housing inventory list to a non-profit with a restriction that the properties will be developed as permanent affordable housing; and

WHEREAS, the County has solicited request for proposals from not-for-profit entities with the ability and desire to construct affordable housing units on County owned land for the purpose of creating affordable housing opportunities for families earning 80% or below of median income (AMI) with an emphasis on removing or reducing housing barriers for low and very low-income households and individuals, as well as households emerging from homelessness and special needs populations; and

WHEREAS, Town Center Brandon Development Associates, LLC, a Florida Limited Liability Corporation, has requested a conveyance of the Property described in Exhibit "A" for the purpose of constructing a 77 multifamily rental project in one 5-story building, with 20 units targeting special needs households. Thirty-nine of the 77 rental units will be set aside for

households with incomes at 50% of area median income (AMI) or below and thirty-eight (38) of the units will be set aside for households with incomes at 80% of AMI or below; and

WHEREAS, the County has determined that the community interest and welfare will be served by conveying the Property to Town Center Brandon Development Associates, LLC, for the purposes described above; and

WHEREAS, the Director of the Affordable Housing Services Department recommends the conveyance of the Property to Town Center Brandon Development Associates, LLC, for the purposes described herein.

NOW,	THEREF	FORE,	BE	IT	RES	SOLVED	BY	THE	BC	ARD	OF	COUNTY
COMMISSIO	ONERS	OF HIL	LSB	OROL	JGH	COUNTY	, FLC	ORIDA,	IN	REGU	LAR	MEETING
ASSEMBLE	D THIS		_DA	Y OF				, 20_	:			

- 1. That the "Whereas" provisions recited above are true and correct and are incorporated herein by reference.
- 2. That pursuant to the provisions of Section 125.379, Florida Statutes, the Board of County Commissioners does hereby acknowledge that Town Center Brandon Development Associates, LLC, has requested a conveyance of the Property for the purpose of constructing a 77 multifamily rental project in one 5-story building, with 20 units targeting special needs households. Thirty-nine of the 77 rental units will be set aside for households with incomes at 50% of AMI or below and thirty-eight (38) of the units will be set aside for households with incomes at 80% of AMI or below.
- 3. That the Board of County Commissioners does hereby agree that the Property shall be conveyed to Town Center Brandon Development Associates, LLC., by County Deed for the purposes of providing affordable housing to income eligible households.
- 4. That Town Center Brandon Development Associates, LLC, shall execute a deferred payment purchase money mortgage and promissory note in favor of the County in the amount of \$3,300,000, all as set forth in that certain Real Property Transfer Agreement between Hillsborough County and Town Center Brandon Development Associates, LLC, approved by the Board on even date herewith.
- 5. That the deed of conveyance to Town Center Brandon Development Associates, LLC., attached hereto as Exhibit "A" is approved and shall be executed by the Chair of the Board of County Commissioners.
- 6. That this Resolution shall take effect immediately upon its adoption.

STATE OF FLORIDA **COUNTY OF HILLSBOROUGH**

I, CINDY STUART, Clerk of the Circ	cuit Court and E	x-Officio Clerk	of the Board of
County Commissioners of Hillsborough (County, Florida, do	hereby certify the	hat the above and
foregoing is a true and correct copy	of a resolution a	dopted by the	Board of County
Commissioners in its regular meeting of	the day o	f	, 20, as
the same appears in Minute Book	, of the Public	Records of Hill	lsborough County,
Florida.			
WITNESS my hand and official seal this	day of	, 20	_•
	CINDY STUART CLERK OF THE C	CIRCUIT COURT	
	By: Deputy Clerk		
	Deputy Clerk		
Approved as to Form and Legal Sufficien	су		
By: Mancy Y. Takemori Nancy Takemori, Senior Assistant C			
Nancy Takemori Senior Assistant C	1 11		

This instrument prepared by:
Hillsborough County
Affordable Housing Services Department
Attn: Contracts Unit
P.O. Box 1110 Tampa, Florida 33601

C	COUNTY DEED
COUNTY , a political subdivision of the S 1110, Tampa, Florida 33601, Grantor,	, 20, by HILLSBOROUGH state of Florida, whose Post Office address is: P.O. Box and Town Center Brandon Development Associates, ress St. Suite 200 Tampa, FL 33607, Grantee.
(\$10.00) Dollars to it in hand paid by the has granted, bargained and sold to the following described land lying and being	or and in consideration of the sum of Ten and no/100 ne Grantee, receipt whereof is hereby acknowledged, e Grantee, his or her heirs and assigns forever, the in Hillsborough County, Florida, together with any and erals, metals and petroleum that are or may be in, on,
	SCRIBED IN EXHIBIT "A" TO AND MADE A PART HEREOF
	as caused these presents to be executed in its name acting by the Chair or Vice Chair of said board, the day
(OFFICIAL SEAL)	HILLSBOROUGH COUNTY, a Political subdivision of the State of Florida
ATTEST:	By its Board of County Commissioners
Clerk (or Deputy Clerk of Circuit Court) Hillsborough County, Florida	
Print Name:	Print Name: Chair (or Vice Chair)
Approved as to form and legal sufficience	су
By: Nancy J. Takemori Senior Assistant County Attorney	
Senior Assistant County Attorney	

EXHIBIT "A"Legal Description

Address: 2098 Town Center Blvd Brandon, FL 33511

Folio #: 071878-0150

Legal Description: SOUTH TAMPA SUBDIVISION COM AT SE COR THN S 88 DEG 53 MIN 08 SEC W 666.59 FT THN N 00 DEG 13 MIN 04 SEC E 15 FT THN S 88 DEG 53 MIN 08 SEC W 380.96 FT TO POB THN S 88 DEG 53 MIN 08 SEC W 264.22 FT THN N 00 DEG 13 MIN 04 SEC E 361.28 FT THN N 88 DEG 59 MIN 22 SEC E 415.58 FT THN ALONG 404.61 FT ALONG ARC OF CUR TO LEFT RADIUS OF 514 FT CRD BRG S 22 DEG 47 MIN 26 SEC W 394.25 FT TO POB

End of Exhibit "A"

>> THANK YOU, THE FIRST REGULAR ITEM IS ITEM B 1.

THIS IS FOR THE CONSTRUCTION OF 77 UNITS OF AFFORDABLE HOUSING IN THE BRANDON AREA.

AND BRENDA BRACKINS IS HERE.

SHE IS OUR INTERIM AFFORDABLE HOUSING DIRECTOR, AND CHERYL HOWELL IS RIGHT THERE BY HER SIDE.

- >> KEN HAGAN: GOOD MORNING.
- >> GOOD MORNING, COMMISSIONERS.

MY NAME IS BRENDA BRACKINS AND I'M THE INTERIM AFFORDABLE HOUSING DIRECTOR.

I'M HERE TO PRESENT ITEM B 1 AND SEEK APPROVAL OF A RESOLUTION IN CONVEYANCE OF INFILL LOT AGREEMENT AND COUNTY DEED BETWEEN HILLSBOROUGH COUNTY AND TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, FOR THE PROPERTY LOCATED AT 2098 TOWN CENTER BOULEVARD IN BRANDON IN ORDER TO CONSTRUCT 77 UNITS OF AFFORDABLE RENTAL HOUSING.

ALSO APPROVAL OF A LOCAL HOUSING FUNDS ACT FUNDING AGREEMENT IN THE AMOUNT OF \$6,250,000 BETWEEN THE COUNTY AND THE PROJECT DEVELOPER.

APPROVAL OF THE DEFERRED PAYMENT MORTGAGE, PROMISSORY NOTE AND LAND AGREEMENT FOR 50 YEARS, AND LASTLY, APPROVE AUTHORIZATION OF THE CHAIR TO EXECUTE THE DOCUMENTS AND AGREEMENTS THAT HAVE BEEN APPROVED BY THE COUNTY ATTORNEY'S OFFICE AND RECOMMENDED BY AFFORDABLE HOUSING SERVICES.

THERE IS NO FIG FISCAL IMPACT ASSOCIATED WITH THE CONVEYANCE OF THE INFILL LOT AGREEMENT AND THE HOPE AGREEMENT SHALL BE FUNDED WITH \$6,250,000 FROM THE FISCAL YEAR 2023 AFFORDABLE HOUSING ADOPTED BUDGET.

I'M AVAILABLE FOR ANY QUESTIONS, AND I RECOMMEND APPROVAL.

>> KEN HAGAN: WE HAVE A MOTION TO APPROVE BY COMMISSIONER KEMP, SECOND BY COMMISSIONER COHEN.

COMMISSIONER OWEN.

>> MICHAEL OWEN: YES, THANK YOU ALL FOR BEING HERE.

I'M NOT GOING TO BE SUPPORTING THIS, AND THE REASON IS IT HAS NOTHING TO DO WITH YOU ALL.

YOU ALL ARE OUTSTANDING.

WE NEED MORE OF THESE TYPE OF PROPERTIES, I KNOW IN EAST AND SOUTH COUNTY.

BUT WHEN I RAN, I RAN ON ONE OF THE BIG ISSUES OR A LOT OF THE
PEOPLE THAT ARE SITTING BEHIND YOU NOW, THE PUBLIC SAFETY

COMPONENT IN EAST AND SOUTH COUNTY, YOU KNOW, WE JUST DON'T HAVE
THE FIRE STATIONS AND PUBLIC SAFETY IS PRIORITY ONE FOR ME AND
ROADS AND INFRASTRUCTURE.

EAST AND SOUTH COUNTY IS COMPLETELY CHOKED WITH TRAFFIC RIGHT NOW, SO ANYTHING THAT RESEMBLES A RES 20, AGAIN THIS HAS NOTHING TO DO WITH YOU ALL.

YOU ARE DOING GREAT THINGS, BUT UNTIL OUR ROADS AND OUR PUBLIC SAFETY IS CAUGHT UP, I AM JUST GOING TO BE TAKING A POSITION

WHERE I'M NOT GOING TO BE APPROVING ANYTHING THAT RESEMBLES A RES 20.

SO JUST WANTED TO GIVE YOU MY REASON.

IT HAS NOTHING TO DO WITH YOU ALL.

IT HAS TO DO WITH JUST EAST AND SOUTH COUNTY RIGHT NOW CAN'T SUSTAIN IT.

THANK YOU.

- >> THANK YOU.
- >> KEN HAGAN: COMMISSIONER WOSTAL.
- >> JOSHUA WOSTAL: THANK YOU, MR. CHAIR.

YEAH, THIS IS JUST UNFORTUNATELY ANOTHER SEVERAL MILLION DOLLARS THAT COULD'VE GONE TO IMPROVING CRITICAL INFRASTRUCTURE THAT'S NEGATIVELY IMPACTING EVERYONE, BUT GOOD JOB GETTING THE SHIP FUNDS APPROPRIATED ON -- BUT THAT'LL BE A NO FOR ME AS WELL. THANK YOU.

- >> KEN HAGAN: COMMISSIONER KEMP.
- >> PAT KEMP: THANK YOU.

I'D JUST LIKE TO ASK MS. WISE, I THINK IT'S REALLY IMPORTANT TO UNDERSTAND AND FOR THE PUBLIC TO UNDERSTAND THAT EVEN IF THIS WERE NOT APPROVED TODAY, THESE FUNDS COULD NOT GO TO THE ROADS, THE TRAFFIC, THE FIRE STATIONS BECAUSE WE HAVE TWO DISTINCT BUDGETS UNDER STATE LAW THAT WE OPERATE FROM, AND ONE IS FROM THE UNINCORPORATED COUNTY BUDGET, WHICH I CALL THE CITY OF UNINCORPORATED COUNTY WITH MORE THAN A MILLION PEOPLE IN IT THAT

IS, HAS A PAUCITY OF A MILLAGE RATE AT 4.3 AND THAT THOSE FUNDS ARE RESTRICTED TO ALL THE OPERATIONS OF WHAT WOULD BE A CITY, THE CODE, THE FIRE, THE SHERIFFS, ROADS, THOSE KINDS OF THINGS. THEN WE HAVE A SEPARATE BUDGET THAT IS THE COUNTY-WIDE BUDGET, AND I'M SAYING THIS NOW, BUT I REALLY LIKE YOUR, YOUR -- INPUT IN THIS.

COUNTY-WIDE BUDGET THAT IS 5.7 MILLS THAT EVERYONE IN THE ENTIRE COUNTY PAYS.

THE CITY OF TAMPA, PLANT CITY, TEMPLE TERRACE, AND ALL OF UNINCORPORATED COUNTY, AND SOMEWHERE ABOUT 38 OR 39% OF THAT ALSO COMES FROM THIS, THE CITY OF TAMPA EVEN THOUGH IT DOESN'T HAVE THE BIGGEST POPULATION.

I DON'T KNOW WHAT THE, THE UPSHOT OF THAT IS EXACTLY NOW,
BUT THAT, THAT COUNTY-WIDE BUDGET HAS TO SERVE COUNTY-WIDE
PURPOSES.

IT CAN'T BE TRANSFERRED TO, FOR INSTANCE, ROADS IN

UNINCORPORATED COUNTY OR FIRE STATIONS IN UNINCORPORATED COUNTY.

IT IS A MUCH, MUCH BIGGER BUDGET BECAUSE AS I SAID, 4.3 MILLS ON

OUR UNINCORPORATED, IT'S 5.7 MILLS ON THIS THAT EVERYBODY PAYS,

AND IT SUPPORTS OUR CONSTITUTIONAL OFFICES BUT AS WELL AND ONE

OF THE BIGGEST DRIVERS, SAFETY AND OUR JAILS, OUR JAIL, AND

THAT, BUT ALSO OUR ECONOMIC DEVELOPMENT, OUR PET RESOURCES, OUR

SOCIAL SERVICES, AND I DON'T KNOW, IF, IF YOU WOULD LIKE TO

ELABORATE ON THAT, MS. WISE, BECAUSE I JUST DON'T WANT TO HAVE

THE IMPRESSION OUT THERE THAT OH, WE'RE SPENDING ALL THIS MONEY
ON THINGS THAT WE DON'T HAVE AND SO WE CAN TAKE THIS MONEY
INSTEAD AND TRANSFER IT TO OUR ROADS OR OUR FIRE STATIONS.
IT'S NOT POSSIBLE.

THOSE ARE DISTINCT BUDGETS THAT ARE SET BY STATE LAW.

IT'S DONE FOR EVERY COUNTY ACROSS THE STATE OF FLORIDA, AND IT'S NOT, YOU CAN'T JUST TRANSFER THAT MONEY AND SAY, YOU KNOW, THAT TO ME, I WANT THE, OTHER COMMISSIONERS CAN VOTE AS THEY MAY, BUT I DON'T WANT THE PUBLIC AND THE TAXPAYERS TO HAVE THE IMPRESSION THAT SOMEHOW BY, YOU KNOW, VOTING FOR THIS OR SUPPORTING THIS THAT WE, THAT WE ARE LOSING MONEY THAT WE COULD BE USING FOR OTHER CRITICAL NEEDS.

BUT MS. WISE.

>>> THANK YOU.

AS YOU ALL KNOW, WE DO HAVE, YOU KNOW, SO MANY RESTRICTED
REVENUE SOURCES, AND THERE IS A DISTINCTION BETWEEN COUNTY-WIDE
AND UNINCORPORATED, AND WE HAVE THIS CONVERSATION A LOT DURING
THE BUDGET PROCESS, AND I DO USE THAT TERM, COMMISSIONER KEMP,
THE CITY OF UNINCORPORATED ALL THE TIME.

I ALWAYS DO GIVE YOU CREDIT FOR IT BECAUSE IT IS THE UNINCORPORATED AREA THAT IS MOST STRESSED ON OUR VARIOUS FUNDING SOURCES.

THE THING ABOUT THIS PARTICULAR ONE THAT I THINK IS REALLY

IMPORTANT AND COMMISSIONER WOSTAL REFERENCED IT IS THAT THERE

ARE \$17 MILLION OF STATE DOLLARS THAT ARE ALSO BEING PROVIDED,

STATE AND FEDERAL FUNDING THAT IS BEING PROVIDED IN THIS

PARTICULAR TRANSACTION, AND SO THIS IS, AND AS MANY AFFORDABLE

HOUSING DEVELOPMENTS REQUIRE, IT IS A LEVERAGE OF VARIOUS FUNDS,

AND SO WE HAVE THE STATE AS WELL AS COUNTY SUPPORT ON THIS.

AND SO WE ALWAYS DO WANT TO GET OTHER PEOPLE'S MONIES IN OUR

TRANSACTIONS.

- >> KEN HAGAN: OKAY, THANK YOU.
- >> PAT KEMP: THANK YOU, THAT IS IMPORTANT TOO TO RECOGNIZE THAT SO MANY OF THESE ARE LEVERAGED.

WITH FEDERAL AND STATE SOURCES, SO ANOTHER, ANOTHER REASON BUT I JUST, I REALLY WANTED TO CLARIFY TOO THAT THE MONEY JUST COULDN'T BE TRANSFERRED TO OTHER, TO OTHER USES.

THANK YOU.

- >> KEN HAGAN: COMMISSIONER MYERS?
- >> GWEN MYERS: THANK YOU, MR. CHAIR.
- I JUST LIKE TO COMMEND OUR STAFF FOR ALWAYS FINDING OPPORTUNITIES.

WHEN YOU LOOK AT THIS AGENDA ITEM AND YOU SEE THAT 50% OF THE RENTAL WOULD BE FOR THOSE WHO MAKE FAR LESS, AND THEN YOU HAVE 80% OF AMI THAT'S GOING TO HELP OTHERS, WE KNOW AT EVERY BOARD MEETING, WE APPROVE ITEMS REGARDING RENTAL.

ACROSS THE NATION, PEOPLE ARE TALKING ABOUT WHAT THEY CANNOT AFFORD WHEN IT COMES TO RENTAL AND OUR STAFF CONTINUOUSLY,

CONTINUOUSLY FINDS WAYS TO HELP THOSE THAT ARE LESS FORTUNATE.

THIS IS A WIN-WIN FOR OUR COUNTY.

WHEN YOU HAVE \$17 MILLION BETWEEN THE STATE AND THE FEDERAL GOVERNMENT, AND WHAT WE ARE PUTTING IN, WHY NOT SUPPORT BECAUSE WE ARE HELPING THOSE WHO ARE LESS FORTUNATE THAT ARE LOOKING FOR OPPORTUNITIES JUST LIKE US SITTING AROUND THIS BOARDROOM.

THANK YOU SO MUCH.

- >> KEN HAGAN: COMMISSIONER WOSTAL.
- >> JOSHUA WOSTAL: THANK YOU, MR. CHAIR.

JUST TO BE CLEAR, AS I SAID, THE \$17 MILLION SHIP FUNDS, THOSE MUST BE USED FOR EXACTLY WHAT MRS. HOWELL AND HER STAFF ACCOMPLISHED.

THE REMAINING 6.25 COULD HAVE BEEN USED FOR CRITICAL INFRASTRUCTURE.

>> WELL, IT DEPENDS ON THE SOURCE AND WHERE, BUT IT COULD'VE
BEEN USED -- BECAUSE IT'S GENERAL COUNTY FUNDS, IT COULD'VE BEEN
USED ELSEWHERE IN THE COUNTY, BUT IT WOULD HAVE TO FOLLOW THE
SAME RESTRICTIONS ON LOCATION IF IT WAS COUNTYWIDE VERSUS
UNINCORPORATED.

>> JOSHUA WOSTAL: SURE, BUT IT COULD HAVE BEEN USED FOR CRITICAL INFRASTRUCTURE IMPROVEMENTS REGARDLESS OF WHERE THOSE NUANCES, CORRECT?

- >> TRUE.
- >> JOSHUA WOSTAL: OKAY.

SO I JUST WANT TO CLEAR UP FOR THE GENERAL PUBLIC THAT WHAT YOU WERE JUST TOLD BY MY COLLEAGUE IS ABSOLUTELY INCORRECT.

THE \$6.25 MILLION COULD HAVE BEEN USED FOR CRITICAL INFRASTRUCTURE IMPROVEMENTS, NOT FOR THIS PROJECT.

AND I WANT THE PUBLIC BECAUSE THAT WAS A LONG-WINDED WORD SALAD WAY TO INACCURATELY STATE WHAT THIS MONEY COULD HAVE BEEN USED FOR.

THIS \$6.25 MILLION COULD HAVE BEEN USED FOR CRITICAL INFRASTRUCTURE IMPROVEMENTS.

THANK YOU.

>> KEN HAGAN: COMMISSIONER OWEN.

>> MICHAEL OWEN: YEAH, AND I ALSO WANT TO BE CRYSTAL CLEAR TO THE PUBLIC.

I ACTUALLY DIDN'T MENTION ANYTHING ABOUT REDIRECTING THESE FUNDS ANYWHERE ELSE.

KEEP THEM RESTRICTED.

I BELIEVE IN THE PROJECT.

MY ISSUE IS THAT FOR FAR TOO LONG WE HAVE NEGLECTED OUR ROADS,

OUR INFRASTRUCTURE, AND PUBLIC SAFETY IN EAST AND SOUTH COUNTY.

WITH ALL DUE RESPECT, COMMISSIONERS, YOU ALL DON'T LIVE THERE.

I DO.

WELL, ACTUALLY, COMMISSIONER CEPEDA, YOU LIVE THERE NOW I THINK.
BUT I LIVE THERE.

I LIVE IT EVERY DAY, AND I SEE THE SHORTAGE WE HAVE OF FIRE

STATIONS.

I SEE THE, THE COMPLETELY INADEQUATE ROADS.

I DROVE THEM THIS MORNING.

TOOK ME ALMOST TWO HOURS TO GET HERE.

SO THAT IS MY PURPOSE IS THAT IF WE KEEP THE FUNDS RESTRICTED, GREAT.

THIS PROJECT COULD EXIST AT A TIME WHENEVER OUR ROADS AND INFRASTRUCTURE AND PUBLIC SAFETY CATCH UP.

SO I JUST WANT TO BE CRYSTAL CLEAR THAT THAT IS MY ISSUE WITH THIS PROJECT.

SO THANK YOU.

>> KEN HAGAN: COMMISSIONER KEMP AND THEN WE'RE GOING TO VOTE.

>> PAT KEMP: THANK YOU.

AND I'LL JUST BE CRYSTAL CLEAR BECAUSE I THINK I HAVE TO RESPOND
TO THAT.

ACTUALLY IT WAS VERY BROAD TERM TO SAY CRITICAL INFRASTRUCTURE.

BUT LET'S SAY FOR INSTANCE JUST TO BE CLEAR, THIS MONEY, IF IT

WERE NOT APPROVED FOR THIS, COULD IT BE SPENT FOR INSTANCE ON

VAN DYKE ROAD?

>> I DON'T -- I THINK IT'S COUNTY-WIDE FUNDS, COUNTY-WIDE?
PARDON?

IT'S HOPE FUNDS WHICH ARE COUNTY-WIDE.

I DON'T THINK IT COULD BE USED FOR VAN DYKE.

>> KEN HAGAN:

- >> PAT KEMP: HOW ABOUT LITHIA PINECREST?
- >> NOT LITHIA PINECREST.

SO.

- >> PAT KEMP: HOW ABOUT STORMWATER PROJECTS IN UNINCORPORATED COUNTY.
- >> RIGHT THAT'S WHEN WE START TALKING ABOUT UNINCORPORATED.

 SO WE WOULD NEED TO LOOK AT SOMETHING THAT WOULD BE A

 COUNTY-WIDE PURPOSE.
- >> PAT KEMP: RIGHT SO THERE IS A LOT -- WHEN YOU SAY CRITICAL INFRASTRUCTURE, YOU CAN LET PEOPLE, YOU CAN LET PEOPLE THINK THAT IT COULD BE USED FOR THESE THINGS THAT WE TALK ABOUT THAT WE DESPERATELY NEED, BUT THAT ARE HONESTLY, OUR MILLAGE IS SO LOW IN UNINCORPORATED COUNTY THAT IT CAN'T AFFORD.
- COULD IT BE USED FOR FIRE STATIONS IN UNINCORPORATED COUNTY?
 >> IT COULD NOT BE USED FOR FIRE STATIONS.
- >> PAT KEMP: OKAY SO I JUST WANT TO BE CLEAR BECAUSE CRITICAL INFRASTRUCTURE SAYS ONE THING BUT IF WE TALK ABOUT ALL THE THINGS WE TALK ABOUT WE NEED, IT CANNOT BE USED FOR THAT.

 SO YOU CAN USE THAT TERM AND THERE MIGHT BE SOMETHING THAT YOU CAN FIGURE OUT THAT IS FITS WITHIN THE COUNTY-WIDE BUT I REALLY WANT TO BE CLEAR BECAUSE CRITICAL INFRASTRUCTURE IS, DOESN'T REALLY TELL US THE KINDS OF PROJECTS AND SPECIFICS.
- >> KEN HAGAN: OKAY SO WE HAVE A MOTION ON THE FLOOR BY COMMISSIONER KEMP, SECOND COMMISSIONER COHEN.

AND I'M JUST GOING TO SAY THAT I'M GOING TO, I'M GOING TO SUPPORT THE ITEM FOR A COUPLE OF REASONS.

NUMBER ONE, WE ARE LEVERAGING STATE AND FEDERAL DOLLARS, AND I THINK IT IS AN IMPORTANT DISTINCTION.

YES, THESE DOLLARS, SOME OF THE DOLLARS CAN BE USED FOR CRITICAL INFRASTRUCTURE, BUT I THINK IT'S IMPORTANT TO RECOGNIZE THE DISTINCTION OF THE TWO COUNTY FUNDS AND THEIR RESTRICTIONS ASSOCIATED THERE.

ONE THING I WILL SAY THAT I THINK WOULD BE MORE ALIGNED TOWARD COMMISSIONER WOSTAL AND COMMISSIONER OWEN'S COMMENTS, IS THAT WHEN WE START TO PREPARE NEXT YEAR'S BUDGET, YOU KNOW, I'M OPEN TO CONSIDERING CHANGING OUR PRIORITIES FROM WHERE I THINK YOU GUYS ARE COMING FROM AS FAR AS HAVING MORE OF A PRIORITY TOWARDS INFRASTRUCTURE, TOWARDS TRANSPORTATION, BUT AT THE END OF THE DAY, AT LEAST FOR ME, THESE ARE FUNDS THAT WE'VE ALREADY APPROVED TO GO TOWARD THIS PURPOSE, AND SO THAT'S WHY ONE OF THE MAIN REASONS WHY I AM GOING TO SUPPORT THE ITEM.

MOTION ON THE FLOOR.

PLEASE RECORD YOUR VOTE.

>> MOTION CARRIED 4-3.

Instrument #: 2023182553, Pg 1 of 7, 5/1/2023 7:42:59 AM INT. TAX PD (F.S. 199) \$0.00, DOC TAX PD (F.S. 201.08) \$0.00, Deputy Clerk: O Cindy Stuart, Clerk of the Circuit Court Hillsborough County

OPYTIFIED

Prepared by: Marie Theodore-Manigat Hillsborough County Attorney's Office 601 E Kennedy Blvd. Tampa, FL 33601

After Recording Return to: Hillsborough County Affordable Housing Services Attn: Housing Programs 601 E. Kennedy Blvd. Tampa, Florida 33602

ERTIFIEL (SPACE ABOVE THIS LINE FOR RECORDER'S USE)

<u>DECLARATION</u> <u>OF COVENANTS AND RESTRICTIONS</u>

(a/k/a Agreement or "LURA")

UNCERTIFIEL THIS DECLARATION OF COVENANTS AND RESTRICTIONS, also known as the Land Use Restriction Agreement and hereinafter referred to as the "LURA", is entered into this lst day of March , 2023, by and between Hillsborough County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Town Center Brandon Development Associates, LLC, a Florida Limited Liability Company, hereinafter referred to as the "Owner".

RECITALS

WHEREAS, on March 1, 20²³, the County and Owner entered into that certain Infill Program Transfer Agreement, hereinafter referred to as the "Agreement", pursuant to Fl. Stat. sec. 125.379, through which Owner acquired the property legally described in Exhibit "A" (the "Property") from the County for development of affordable housing; and

WHEREAS, as provided in the Agreement, Owner has agreed to develop, construct and operate on the Property an affordable multi-family rental project with a minimum of 77 units, 20 of which shall be set aside for special needs households. Thirty-nine of the 77 rental units will be set aside for households with incomes at 50% of area median income (AMI) or below and thirty-eight (38) of the units will be set aside for households with incomes at 80% of AMI or below for the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area, as updated annually by the Department of Housing and Urban Development;

WHEREAS, as a condition of the transfer of the Property from the County to Owner, and acknowledging that the Property is to be developed as an affordable housing rental development, Owner agrees to the restricted use of the Property; and

WHEREAS, this LURA shall be properly filed and recorded by the County within the Official Public Records of Hillsborough County, Florida, and shall constitute a restriction upon the use of the Property subject to and in accordance with the terms contained herein. COPY PIFIEL UNCERTIFIED OPY TIFIED COPY TIFIEL

VCERTIFIEL

JNCERTIFIEL INCERT! NOW THEREFORE, in consideration of the transfer of the Property from the County to Owner, the parties hereto agree as follows:

- 1. Recitals. The foregoing Recitals are true and correct and by this reference are incorporated as if fully set forth herein.
- 2. <u>Property.</u> The Property subject to this LURA is further described in Exhibit "A" attached hereto and incorporated herein by reference.
- 3. <u>Duration of Covenants</u>. The covenants set forth in this LURA shall remain in effect from Project completion as determined by the County and first occupancy, continuing thereafter until June 30, 2076 ("LURA Term"). Notwithstanding the foregoing, this LURA shall automatically terminate and be of no force and effect in the event of involuntary noncompliance with this LURA caused by fire or other casualty, seizure, requisition, change in a federal law or an action by a federal agency that prevents the County from enforcing the provisions hereof, or foreclosure or a deed in lieu of foreclosure by the County. Upon a termination of this LURA pursuant to the preceding sentence, the County and the Owner will execute a recordable document further evidencing such termination. In the case of foreclosure or deed in lieu of foreclosure, such termination will cease to be effective if at any time during the balance of the term hereof, the Owner or any affiliated entity obtains an ownership interest in the Property for federal tax purposes.
- 4. <u>Use and Occupancy.</u>
 For the duration of this LURA, use and occupancy of the Property shall be as follows:
- VCERTIFIEL a. The Property shall be developed with seventy-seven (77) multifamily rental units composed of the following: forty (40) – 1 bedroom/1 bathroom units containing 700 s/f, and twenty-five (25) – 2 bedroom/2 bathroom units containing 950 s/f, and twelve (12) 3 bedroom/2 bathroom units containing 1175 s/f. Twenty (20) of the total units shall be set aside for special needs households. Thirty-nine of the 77 rental units will be set aside for households with incomes at 50% of area median income (AMI) or below and thirty-eight (38) of the units will be set aside for households with incomes at 80% of AMI or below for the duration of the LURA Term.
- The maximum rent allowable for the 77 set-aside units shall be determined by the Florida Housing Finance Corporation rent limits for the State Housing Initiatives Partnership (SHIP) program.
- In the event that the Owner offers the Property for sale before the end of the LURA Term, the Owner shall give a right of first refusal with the County's consent to an eligible nonprofit organization for purchase of the Property at a reasonable price not to exceed the current market value as long as the Property continues to serve the intended populations and the remainder of the commitment will be fulfilled as set forth in this LURA.
- 5. Covenants Run with the Land, All conditions, covenants, and restrictions contained in this LURA shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the County, its successors and assigns, against Owner, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof, subject to the provisions of Section 4 above. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or any portion thereof or interest therein shall conclude the held to covering or conveying the Property or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Property are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Property.
- 6. <u>Violation of Agreement</u>. If a material violation of any of the provisions hereof occurs and is not cured within a reasonable period of time, affected parties may institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or altempted violation and to compel specific performance. The provisions hereof are imposed upon and made applicable to the Property and shall run with the land and shall be enforceable against the owner of the Property or any other person or COPY PIFIEL UNCERTIFIED OPY TIFIED NCERTIFIEL

TIFIEL

TIFIEL

ERTIFIED

COPY TIFIED

entity that has or had an ownership interest in the Property at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof as to any breach or violation, or impair, damage or waive the right of said party to obtain relief against or recover for the continuation or repetition of such breach or violation at any later time or times.

- 7. Modification of Agreement. The County and its successors and assigns and Owner and the successors and assigns of Owner in and to all or any part of the fee title to the Property, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this LURA without the consent of any tenant, lossee, easement holder, licensee, mortgagee (other than the County), trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Property. Any amendment or modification to this LURA must be in writing and signed by the County and the Owner, or their successors and assigns.
- 8. Venue and Governing Law. Each party covenants and agrees that any and all legal actions arising out of or connected with this LURA shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This LURA is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.
- 9. <u>Termination</u>. The covenants set forth herein shall automatically terminate and be of no further force and effect upon satisfactory completion of the requisite period prescribed in Paragraph 4 and the conditions set forth in Paragraph 5. Upon the passing of the period in Paragraph 4, the covenants herein shall be deemed satisfactorily complied with unless documents properly and timely recorded with the Hillsborough County Clerk of Court indicate otherwise.
- 10. <u>Filing.</u> Upon execution and delivery by the parties hereto, the County shall cause this LURA and all amendments and supplements hereto to be recorded and filed in the Official Public Records of Hillsborough County, Florida, and shall pay all fees and charges incurred in connection therewith.
- 11. <u>Severability</u>. If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.
- 12. Entire Agreement, This LURA together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.
- 13. Counterparts. This LURA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

OPY TIFIEL

ERTIFIEL

TIFIEL

PTIFIEL

VCERTIFIEL

UNCERTIFIE their behalf by their respective officers or agents herein duly authorized as of the day and year first written above. IN WITNESS HERETO, the County and Owner have caused this instrument to be executed on

CERTIFIED

ATTEST: CINDY STUART CLERK OF THE CIRCUIT COURT HILLSBOROUGH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Nancy y. Takemori

INCERTIFIED

UNCERTIFIED

Nancy Y. Takemori

Senior Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS HILLSBORDUGH COUNTY FLORIDA DOCUMENT NO.

23-0305

VCERTIFIEL

UNCERTIFIED

Signed, sealed and delivered in the presence of:

UNCERTIFIEL UNCERTIFIE TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability

Company	
By: CASL Town Center, LLC, a Florida limited liability company, its manager	r
By: Community Assisted and Supported Living, Inc., a Florida non-profit commember By: Julian S. Eller, CEO	orporation, its sole
Witness Signature	
Name printed or typed Witness Signature My Brok 5 Name printed or typed	COPY PIFEE
STATE OF Florida	
The foregoing instrument was acknowledged before me by means of physical notarization, this 42023 (date) by Julian 5.2 (ler Connatitle of officer or agent) of Ornamin 12213 to 250, per too Live acknowledging), a formal (state or place of incorporation) co the corporation. He/she is personally known to me or has produced identification) as identification.	me of officer or agent,
Notary Public Notary Public CAROL M. HOWAR Name Prints COMMISSION # HH EXPIRES: July 4, 20 My Curify Mission Potary Public United Biography Public Biography	144979

UNCERTIFIED

UNCERTIF INCERTIFIEL Signed, sealed and delivered in the presence of: TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company By: Blue Town Center, LLC, a Florida limited liability company, its manager Shawn Wilson, Manager Town Center Brandon Development Associates, LLC Witness Signature Name printed or typed STATE OF COLL a COUNTY OF King lead The foregoing instrument was acknowledged before me by means of Dephysical presence or online notarization, this 42623 (date) by shawa was possession and of officer or agent, title of officer or agent) of rown Lenter Brancoon Possession of rown Lenter Brancoon Possession, on behalf of corporation, a flow Qc (state or place of incorporation) corporation, on behalf of acknowledging), a <u>flow</u> (state or place of incorporate the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

JNCERTIFIED



Notary Public

To Tours

Name typed, printed or stamped

My Commission Expires: 662

CERTIFIE!

VCERTIFIEL

CERTIFIEL

INCERTIF LAND USE RESTRICTION AGREEMENT Exhibit "A"

INCERTIFIE!

VCERTIFIEL

CERTIFIEL

Folio #: 071878-0150

Address: 2098 Town Center Blvd Brandon, FL 33511

Legal Description:

That part of:

ERTIFIEL

CERTIFIED

CERTIFIEL Lot 15 of South Tampa according to the map or plat thereof as recorded in Plat Book 6, Page 3 of the Public Records of Hillsborough County, Florida in the Northeast 1/4 of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida.

Lying within the following described boundaries to wit:

Commencing at the Southeast corner of the Northeast 1/4 of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida; thence along with the South line of the Northeast 1/4 of Section 29, South 88°53'08" West, a distance of 666.59 feet, thence departing said South line, North 00°13'04" East, a distance of 15.00 feet to the Southeast corner of Lot 15 of South Tampa according to the map or plat thereof as recorded in Plat Book 6, Page 3 of the Public Records of Hillsborough County, Florida in the Northeast 1/4 of Section 29, Township 29, Range 20; thence along the South line of said Lot 15, South 88°53'08" West, a distance of 380.96 feet to the point of beginning; thence continue along said South line of South Gomto Lake Road and the point of beginning; thence continue along said South line, South 88°53'08" West, a distance of 264.22 feet to the Southwest corner of aforementioned Lot 15; thence along the West line of said Lot 15, North 00°13'04" East, a distance of 361.28 feet; thence departing said West line, North 88°59'22" East, a distance of 415.58 feet to a point on the aforementioned Westerly right-of-way line of South Gornto Lake Road; thence along said Westerly right-of-way line, a distance of 404.61 feet along the arc of a curve to the left, having a radius of 514.00 feet with central angle of 45°06'09", subtended by a chord of 394.25 feet which bears South 22°47'29" West to the point of beginning.

End of Exhibit "A"

CERTIFIE

INCERTIFIED

OPYTIFIED

Prepared by: Marie Theodore-Manigat Hillsborough County Attorney's Office 601 E. Kennedy Blvd. Tampa, FL 33601

After Recording Return to: Hillsborough County Affordable Housing Services 601 E. Kennedy Blvd. Tampa, Florida 33602

Folio No. 071878-0150

COPY PIFIEL

MORTGAGE

THIS MORTGAGE, hereinafter called the "Mortgage", made on or as of the <u>1st</u> day of <u>May</u>, 20 23, by and between the Mortgagor, Town Center Brandon Development Associates, LLC, hereinafter, and if more than one party jointly and severally, called "Borrower", whose principal address is 180 Fountain Parkway N., Suite 100 St. Petersburg FL 33716, and the Mortgagee, Hillsborough County, Florida, a political subdivision of the State of Florida, whose principal address is 601 East Kennedy Boulevard.

WITNESSETH:

THAT to secure the payment of an indebtedness in the principal amount of One Million Three Hundred Eighty Four Thousand Nine Hundred and 00/100 Dollars (\$1,384,900.00), which shall be payable in accordance with that certain note, bearing even date herewith, inclusive of the signature of the Borrower, which is affixed hereto and made a part hereof, hereinafter referred to as the "Note", and all other indebtedness which the Borrower is obligated to pay to the Lender pursuant to the provisions of the Note and this Mortgage, the Borrower hereby grants, conveys and mortgages to the Lender:

ALL THAT certain lot, piece or parcel of land situated in Hillsborough County and State of Florida, bounded and described as follows:

STREET ADDRESS: see Exhibit "A"

LEGAL DESCRIPTION: see Exhibit "A"

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions hereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing, together with said property are herein referred to as the "Property"; and

TOGETHER with any and all awards now or hereafter made for the taking of the Property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Lender and are deemed a part of the property mortgaged hereby; and the Lender is hereby authorized to collect and receive the same toward the payment of indebtedness secured by this Mortgage, notwithstanding the fact that the amount thereon may not then be due and payable; and

COPY PIFIED

COPY TIFIEL

NCERTIFIEL

ERTIFIEL

INCERTIFIEL TOGETHER with all rights, title and interest of the Borrower in and to the land lying in the streets, roads, or alleys adjoining to the above-described land. All the above-described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "Mortgaged Property".

INCERTIF

TO HAVE AND TO HOLD the Mortgaged Property and every part thereof unto the Lender, its successors and assigns forever for the purposes and uses herein set forth.

AND the Borrower further covenants and agrees with the Lender, as follows:

PAYMENT OF PRINCIPAL AND INTEREST.

CERTIFIEL The Borrower shall promptly pay the principal of the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and, in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage. The term of this loan is through and including the later of June 30, 2076, or 50 years from execution of this Mortgage, hereafter referred to as the "Loan Term". The principal is deferred during the Loan Term. The interest on this Mortgage will be one percent (1%) is payable annually in arrears on the anniversary date of this Mortgage for the duration of the Loan Term. If the Property, as further defined in the legal description of this Mortgage, meets the terms noted in that certain INFILL PROGRAM TRANSFER AGREEMENT, BOCC Doc. #23 _ + 10 30 - 1, hereinafter referred to as the "Agreement", and a default does not occur, the principal amount shall be forgiven and satisfied at maturity. However, the principal and any interest accrued shall be paid in full if the Property is not in compliance with the Agreement or if the Property is sold, mortgaged, liened, refinanced, forcelosed upon or otherwise transferred by the Borrower prior to the expiration of the Loan Term without the Lender's prior written consent. This is in addition to any other remedies to which the Lender may be entitled as set forth in the Agreement. The Agreement is hereby incorporated into this Mortgage by reference and its terms adopted as if fully set forth herein.

FUNDS FOR TAXES, ASSESSMENTS AND LIENS. 2.

The Borrower shall pay when due, as hereinafter provided, all taxes, assessments, homeowners assessments, and other governmental charges, fines and impositions, and Homeowner's Association dues/fees/late charges, of every kind and nature whatsoever, now or hereafter imposed on the Mortgaged Property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

BUILDING REMOVAL. ADDITIONS AND COMPLIANCE WITH REQUIREMENTS.

The Borrower will not voluntarily create or permit or suffer to be created or to exist, on or against the Mortgaged Property or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens to which this Mortgage is expressly subject and will keep and maintain the same free from the claims of all parties supplying labor and/or materials to the Property.

NOTICE OF FIRE OR CASUALTY.

UNCERTIFIED OPY TIFIED

The Borrower will give immediate notice by registered or certified mail to the Lender of any fire, damage or other casualty affecting the Mortgaged Property, or of any conveyance, transfer or change in ownership of such Property, or any part thereof.

UNCERTIFIED OPY TIFIED

5. COVERAGE OF INSURANCE POLICIES.

INCERTIFIEL INCERTIF. The Borrower will keep all buildings, other structures and improvements insured against loss by fire and other hazards, casualties and contingencies in such amounts and manner and for such periods as may be required by the Lender; all such insurance policies must include standard fire and extended coverage in amounts not less than necessary to comply with the coinsurance clause. All such insurance shall be carried by companies approved by the Lender, and all policies shall be in such form and shall have attached hereto loss payable clauses in favor of the Lender and any other parties as shall be satisfactory to the Lender. All such policies and attachments thereto shall be delivered promptly to the Lender, unless they are required to be delivered to the holder of a lien or a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event certificates thereof, satisfactory to the Lender, shall be delivered promptly to the Lender. The Borrower will pay promptly when due, as hereinafter provided, any and all premiums on such insurance. The Lender shall be listed as an additional insured on all such insurance policies.

In the event of loss or damage to the Mortgaged Property, the Borrower will give to the Lender immediate notice thereof by mail, at the address herein above stated and the Lender may make and file proof of loss if not made otherwise promptly by or on behalf of the Borrower. Unless the Borrower and the Lender otherwise agree in writing, insurance proceeds shall be applied to restoration or repair, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to the Borrower. If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the Lender within thirty (30) days from the date notice is mailed by the Lender to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the Lender is authorized to collect and apply the insurance proceeds at the Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

At least thirty (30) days prior to the expiration of each policy, the Borrower will furnish the Lender with evidence satisfactory to the Lender of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by the Lender, will be in a form satisfactory to the Lender, and will be maintained in full force and effect. All policies will contain a provision that the policies will not be cancelled or materially amended (including any reduction in the scope or limits of coverage), without at least ten (10) days prior written notice to the Lender. If all or any part of the insurance will expire, or be withdrawn, or become void or unsafe, by reason of the Borrower's breach of any condition, or if for any reason whatsoever the insurance will be unsatisfactory to the Lender, the Borrower will place new insurance on the premises, satisfactory to the Lender.

TAXES.

In order to protect more fully the security of this Mortgage, the Borrower shall promptly submit to the Lender upon request, or the Lender's designated agent, the Hillsborough County Tax Invoice for the Mortgaged Property, Such invoice shall either show that no taxes are due or be accompanied by a receipt showing taxes have been paid in full.

7. COUNTY ORDINANCES.

Any improvements made to the Property by Borrower shall comply with all applicable local ordinances, regulations and rules made or promulgated with lawful authority.

8. PROTECTION OF LENDER'S SECURITY.

If the Borrower fails to perform the covenants and agreements contained in this Mortgage or the Agreement, excluding any lien to which this Mortgage is expressly subject, or if any action or OPY TIFIED NC3ERTIFIEL

VCERTIFIED

Instrument #: 2023183307, Pg 4 of 16

UNCERTIFIED

proceeding is commenced which materially affects the Lender's interest in the Property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the Lender at the Lender's option, upon notice to the Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect the Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by the Lender pursuant to this Paragraph with interest thereon, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the Borrower and the Lender agree to other terms of payments, such amounts shall be payable upon notice from the Lender to the Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such time would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph shall require the Lender to incur any expense or take any action hereunder.

9. LENDER INSPECTIONS.

The Lender, or any of its agents or representatives, shall have the right to inspect the Mortgaged Property at any reasonable hour of the day. Should the Mortgaged Property, or any part thereof, require repair, care or attention, then, after notice as provided herein (Paragraph 14) to the Borrower, the Lender may enter or cause entry to be made upon the Mortgaged Property and repair, protect and maintain the Property as the Lender may deem necessary. Any and all money that the Lender must pay to accomplish the proper maintenance on the Mortgaged Property shall become due and payable under the provision of Paragraph 8.

10. EVENT OF DEFAULT.

An Event of Default will be the occurrence of any one of the following events, and upon that occurrence the Lender may, at the Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

- Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment;
- b. Nonperformance by the Borrower of any covenant, agreement, term, or condition of this Mortgage, or of the Note, Agreement, or of any other agreement made by the Borrower with the Lender in connection with such indebtedness including that certain Land Use Restriction Agreement recorded at Official Records Book *______, Page________, in the Public Records of Hillsborough County, Florida, after the Borrower has been given due notice by the Lender of such nonperformance and ten (10) days to cure; *Instrument No. 2023182553
- c. Failure of the Borrower to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage;
- d. The Lender's discovery of the Borrower's failure in any application of the Borrower to the Lender to disclose any fact deemed by the Lender to be material, or the making herein, or in any of the agreements entered into by the Borrower with the Lender (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Borrower;



COPY TIFIEL

- NCERTIFIE! Failure by the Borrower to submit promptly to the Lender or Lender's designated agent proof of payment of all insurance and taxes, as required herein; or
- IF THE BORROWER DOES NOT REMAIN OWNER, OR IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS RENTED, LEASED, SOLD, MORTGAGED, LIENED, REFINANCED, FORECLOSED UPON OR OTHERWISE TRANSFERRED BY THE BORROWER, EXCEPT AS PROVIDED FOR IN THE AGREEMENT, WITHOUT THE LENDER'S PRIOR WRITTEN CONSENT, OR IF FIFTY PERCENT (50%) OR MORE OF THE SHARES IN BORROWER ARE TRANSFERRED TO PERSONS OR ENTITIES OTHER THAN PERSONS OR ENTITIES HOLDING SHARES IN THE BORROWER AS OF THE DATE HEREOF WITHOUT LENDER'S PRIOR WRITTEN CONSENT, THEN IN ANY OF THE FOREGOING EVENTS, THE LENDER MAY AT THE LENDER'S OPTION DECLARE ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE.

If the Lender exercises such option to accelerate, the Lender shall mail the Borrower's notice of acceleration in accordance with Paragraph 14 hereof. Such notice shall provide a period of not less than ten (10) days from the date the notice is mailed within which the Borrower may pay the sum declared due, or cure the specific identifiable breach as delineated in the aforementioned written notice. If the Borrower fails to pay such sums or cure the identified breach prior to the expiration of such period, the Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 11 hereof.

OPTION OF MORTGAGEE UPON EVENT OF DEFAULT.

Upon the occurrence of a default, the Lender, prior to acceleration, shall mail notice to the Borrower as is provided in Paragraph 14 hereof, specifying:

- The breach: a.
- b. The action required to cure such breach;
- A date not less than ten (10) days from the date the notice is mailed to the Borrower c. by which such breach must be cured; and
- That failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of the Property. The notice shall further inform the Borrower of the right to assert in the foreclosure proceedings the non-existence of a default, or any other defense of Borrower to acceleration and foreclosure.

If the breach is not cured on or before the date specified in the notice, the Lender, at the Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. The Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts, title reports and court costs.

APPOINTMENT OF RECEIVER.

The Lender in any action to foreclose this Mortgage may be entitled to have a receiver appointed by a Court of Law as a matter of right and without regard to the value of the Mortgaged Property or the solvency of the Borrower or other parties liable for the payment of the Note and other indebtedness secured by this Mortgage, Said receiver shall enter upon, take possession of and manage the Property, All funds collected by the receiver shall be applied first to payments of the costs of management of the Property, OPY TIFIEL

CERTIFIEL

NCERTIFIE! including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this Mortgage.

"NCERTIF

FORBEARANCE BY LENDER NOT A WAIVER. 13.

Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of the Lender's right to accelerate the maturity of indebtedness secured by this Mortgage.

14. NOTICE.

Except for any notice required under applicable law to be given in another manner, (a) any notice to the Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Borrower at the Property address or at such other address as the Borrower may designate by notice to the Lender as provided herein, and (b) any notice to the Lender shall be given by certified mail, return receipt requested, to the Lender's address below, or to such other address as the Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower or the Lender when given in the manner designated herein.

LENDER: Hillsborough County

Affordable Housing Services Department

Attn: Director

601 E. Kennedy Blvd., 24th Floor

Tampa, Florida 33601

BORROWER: Town Center Brandon Development Associates, LLC,

> Attn: Shawn Wilson, Manager 180 Fountain Parkway N., Suite 100

St Petersburg, FL 33716

15. ONE PARCEL.

NCERTIFIEL In case of a foreclosure sale of the Mortgaged Property, it may be sold in one parcel.

16. BORROWER'S COPY.

The Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof,

LAWFULLY SEIZED. 17.

The Borrower is lawfully seized of the Mortgaged Property and has good right, full power, and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to the Lender forever against the lawful claims and demands of any and all parties whatsoever.

18. BORROWER NOT RELEASED.

Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Lender to any successor in interest of the Borrower shall not operate to release OPYTIFIEL

CERTIFIEL

INCERTIFIE! in any manner the liability of the original Borrower and the Borrower's successor in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors in interest.

NCERTIF

19. CAPTIONS.

The captions of this Mortgage are for convenience only and shall not be construed as defining or limiting the scope or intent of the provisions hereof.

SUCCESSORS AND ASSIGNS.

This Mortgage and all covenants, agreements, terms, and conditions herein contained shall be binding upon and inure to the benefit of the Borrower, and, to the extent permitted by law, every subsequent owner of the Mortgaged Property and shall be binding upon and inure to the benefit of the Lender and its assigns. If the Borrower, as defined herein consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The word "Lender" shall include any person, corporation, or other party who may from time to time be the holder of this Mortgage. Whenever used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

VENUE.

Each party covenants and agrees that any and all legal actions arising out of or connected with this Mortgage shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Mortgage is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

SURVIVABILITY AND SEVERABILITY.

- Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Mortgage shall remain enforceable against such party subsequent to such termination.
- b. In the event any section, sentence, clause or provision of this Mortgage is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Mortgage shall not be affected by such determination and shall remain in full force and effect,

RELEASE

COPY TIFIED

Upon payment of all sums secured by this Mortgage and the Note, the Lender shall release this Mortgage and the Note. The Borrower shall pay all recordation costs.



COPYTIFIEL

UNCERTIFIED 300h

UNCERTIFIED

UNCERTIFIED COPY

UNCERTIFIED COPY

UNCERTIFIEL 2004

UNCERTIFIEL COPY

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

UNCERTIFIED 300r

2007

UNCERTIFIED 200x

UNCERTIFIED 300r

UNCERTIFIED 300x

UNCERTIFIED COPY

UNCERTIFIED COPY

UNCERTIFIED COPY

UNCERTIFIED COPY

UNCERTIFIEL 2001

UNCERTIFIEL 20pt

UNCERTIFIEL 2002

UNC8ERTIFIEC COPY

UNCERTIFIED

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Borrower on or as of the day and year first above written.

TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability

company
By: CASL Town Center, LLC, a Florida limited liability company, its manager
By: Community Assisted and Supported Living, Inc., a Florida non-profit corporation, its sole member By: Witness Signature
April DonaldSon Name printed or typed
A R Land Comment of the Comment of t
Witness Signature In III Dio 15 Name printed or typed
STATE OF Florida
COUNTY OF Squasota
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1/26/73 (date) by 1/25/25 (for or agent, title of officer or agent) of (promunity presence of physical presence or online notarization, this 1/26/73 (date) by 1/25/25/25/25/25/25/25/25/25/25/25/25/25/
[Notary Seal] Notary Public
Notary Public CAROL M. HOWARD Name typed, printed of signification # HH 144979 Name typed

UNCERTIFIED

YNCERTIFIEL

INCERTIFIED

UNCERTIF INCERTIFIE Signed, sealed and delivered in the presence of: TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company By: Blue Town Center, LLC, a Florida limited liability company, its manager Shawn Wilson, Manager Town Center Brandon Development Associates, LLC Witness Signature Jillian Name printed or typed Witness Signature Name printed or typed STATE OF Knullas COUNTY OF The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this for 20 (date) by Share (name of officer or agent, title of officer or agent) of John Centra Brandon Divelopment Hassaciates (name of corporation acknowledging), a Foregoing (state or place of incorporation) corporation, on behalf of acknowledging), a cover (state or place of incorporate the corporation. He/she is personally known to me or has produced identification) as identification. [Notary Seal] Notary Public JILLIAN NICOLE ROZEMA Name typed, printed or stamped MY COMMISSION # HH 272764 My Commission Expires: EXPIRES: June 6, 2026

'CERTIFIE!

CERTIFIEL

"NCERTIFIE! Exhibit "A"

Folio #: 071878-0150

Address: 2098 Town Center Blvd Brandon, FL 33511

Legal Description

That part of:

ERTIFIEL

INCERTIFIED

CERTIFIEL Lot 15 of South Tampa according to the map or plat thereof as recorded in Plat Book 6, Page 3 of the Public Records of Hillsborough County, Florida in the Northeast 1/4 of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida.

Lying within the following described boundaries to wit:

Commencing at the Southeast corner of the Northeast 1/4 of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida; thence along with the South line of the Northeast 1/4 of Section 29, South 88°53'08" West, a distance of 666.59 feet; thence departing said South line, North 00°13'04" East, a distance of 15.00 feet to the Southeast corner of Lot 15 of South Tampa according to the map or plat thereof as recorded in Plat Book 6, Page 3 of the Public Records of Hillsborough County, Florida in the Northeast 1/4 of Section 29, Township 29, Range 20; thence along the South line of said Lot 15, South 88°53'08" West, a distance of 380.96 feet to the point of beginning; thence continue along said South line of South Gornto Lake Road and the point of beginning; thence continue along said South line, South 88°53'08" West, a distance of 264.22 feet to the Southwest corner of aforementioned Lot 15; thence along the West line of said Lot 15, North 00°13'04" East, a distance of 361.28 feet; thence departing said West line, North 88°59'22" East, a distance of 415.58 feet to a point on the aforementioned Westerly right-of-way line of South Gornto Lake Road; thence along said Westerly right-of-way line, a distance of 404.61 feet along the arc of a curve to the left, having a radius of 514.00 feet with central angle of 45°06'09", subtended by a chord of 394.25 feet which bears South 22°47'29" West to the point of beginning.

End of Exhibit "A"

CERTIFIED

VCERTIFIEL

VCERTIFIEL

CERTIFIE

OPY TIFIEL

INCERTIF Town Center Brandon Development Associates, LLC

PROMISSORY NOTE

Folio Number; Property Address; See Exhibit "A"

Legal Description: See Exhibit "A"

Date: May 1, 2023

Amount: \$ 1,384,900.00

NCERTIFIEL FOR VALUE RECEIVED, the undersigned, whose principal address is 180 Fountain Parkway N., Suite 100 St. Petersburg FL 33716, hereinafter referred to as "Borrower," promises to pay to the order of Hillsborough County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "Lender", or its successors, the sum of One Million Three Hundred Eighty-Four Thousand Nine Hundred and 00/100 Dollars (\$1,384,900.00).

LOAN PAYMENT: The Borrower shall promptly pay the principal of the indebtedness evidenced by this Note, and all other charges and indebtedness provided herein and, in the Mortgage, securing this Note, at the times and in the manner provided in this Note and in the Mortgage. The term of this loan is through and including the later of June 30, 2076, or 50 years from the execution of the Mortgage securing this Note, hereafter referred to as the "Loan Term". The interest on the loan will be one percent (1%) and is payable annually in arrears on the anniversary date of the Mortgage for the duration of the Loan Term, If the property as further defined in the legal description of this Note, attached as Exhibit "A", satisfies the terms noted in that certain INFILL PROGRAM TRANSER AGREEMENT, hereinafter referred to as the "Agreement", between Lender and Borrower dated March 1, , 2023, and identified as BOCC Doc. #<u>23-0304</u>, and a default does not occur, the principal amount shall be forgiven and satisfied at maturity. The Agreement is hereby incorporated into this Note by reference and its terms adopted as if fully set forth herein. However, the principal and any interest accrued shall be paid in full if the property described in Exhibit "A" is not in compliance with the Agreement or if the Property is sold, mortgaged, liened, refinanced, foreclosed upon or otherwise transferred by the Borrower prior to the expiration of the Loan Term or the recorded Land Use Restriction Agreement referenced in the Agreement, hereinafter referred to as the "LURA", without the Lender's prior written consent. This is in addition to any other remedies to which the Lender may be entitled as set forth in the Agreement.

Such repayments, to the extent of available Net Cash Flow, will be due upon the anniversary date of the Brandon Town Center Local Housing Funds Agreement, between Lender and Borrower, BOCC Doc. # approved on Warch 1 , 2023, hereinafter referred to as the "Local Housing Funds Agreement" and incorporated into this Mortgage by reference as if fully set forth herein. However, if there is sufficient Net Cash Flow to make a partial payment, Borrower will make a partial payment. Any amount that is not payable as a result of this Paragraph shall accrue but shall be deferred until maturity (without compounding) or shall be payable in full upon refinance or disposition of the Property defined in the legal description of this Mortgage.

Payment of principal and any accrued interest shall be due in full on June 30, 2076 (hereinafter referred to as the "Loan Term") or prior to the expiration of the Loan Term if the Property is sold, mortgaged, liened, refinanced, foreclosed upon or otherwise transferred by Borrower prior to the expiration of the Loan Term without the Lender's prior written consent or if the Property does not comply with the terms noted in the Agreement, or that certain Declaration of Covenants and Restrictions executed by the Borrower and Lender, hereinafter referred to as the "LURA", BOCC Doc. #_23-0305 after applicable notice

UNCERTIFIED OPY TIFIED

UNCERTIFIEL

UNCERTIFIED OPY TIFIED

and opportunity to cure. The LURA is hereby incorporated into this Mortgage by reference and its terms adopted as if fully set forth herein.

DEFAULT & ACCELERATION: The Lender shall have the right to declare the amount of the total unpaid balance hereof to be due and forthwith payable in advance of the maturity date of any sum due or installment, as fixed herein, after notice has been given in accordance with the terms and conditions in the Mortgage securing this Note, upon the occurrence of any event or failure to perform in accordance with any of the terms and conditions in this Note or in said Mortgage, Agreement or LURA. IF BORROWER DOES NOT REMAIN OWNER, OR IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS RENTED, LEASED, SOLD, MORTGAGED, LIENED, REFINANCED, FORECLOSED UPON OR OTHERWISE TRANSFERRED BY BORROWER, EXCEPT AS PROVIDED FOR IN THE AGREEMENT, WITHOUT LENDER'S PRIOR WRITTEN CONSENT, OR IF FIFTY PERCENT (50%) OR MORE OF THE SHARES IN BORROWER ARE TRANSFERRED TO PERSONS OR ENTITIES OTHER THAN PERSONS OR ENTITIES HOLDING SHARES IN THE BORROWER AS OF THE DATE HEREOF WITHOUT LENDER'S PRIOR WRITTEN CONSENT, THEN IN ANY OF THE FOREGOING EVENTS, LENDER MAY AT LENDER'S OPTION DECLARE ALL THE SUMS SECURED BY THE MORTGAGE AND THIS NOTE TO BE IMMEDIATELY DUE AND PAYABLE.

ESTOPPEL/WAIVER: Failure of the Lender to declare a default shall not constitute a waiver of such default. Upon default, in accordance with the terms and conditions contained in the Mortgage, this Note will accrue interest at the highest rate permissible under applicable law, or, if this Note be reduced to judgment, such judgment should bear interest at the highest rate permissible under applicable law.

<u>COLLECTION COSTS:</u> If suit is instituted by the Lender to recover this Note, the Borrower agree(s) to pay all costs of such collection including reasonable attorney's fees and court costs.

<u>PARTIES:</u> The words "Borrower" and "Lender" in this Note shall be construed to include the respective heirs, personal representatives, successors, and assigns of the Borrower and the Lender.

CONSTRUCTION AND VENUE: Each party covenants and agrees that any and all legal actions arising out of or connected with this Note shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Note is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

COPY PIFIED

ERTIFIEL

COPY TIFIED

IN WITNESS WHEREOF, this Note has been duly executed by the Borrower as of the above date.

	By: CASL Town Center, LLC, a Florida limited liability company, its manager
COPY	By: Community/Assisted and Supported Living, Inc., a Florida non-profit corporation, its sole member By: Julian S. Eller, CEO Witness Signature
COPY	Name printed or typed Witness Signature Minimum Diaki Name printed or typed
COPY	The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 426/23 (date) by Julians, Elec (EO (name of officer or agent, title of officer or agent) of organisty 456 to place of incorporation acknowledging), a for da (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.
COPY	[Notary Seal] Notary Public CAROL M. HOWARD Name typed, printe Name typed, printe Name typed Expires; July 4, 2025 Bonded Thru Notary Public Underwriters

UNCERTIFIED My Commission Exp

UNCERTIFIED

UNCE	UNCC
-Op/	Signed, scaled and delivered in the presence of: TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company
*	TOWN CENTER BRANDON DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company
COPY	By: Blue Town Center, LLC, a Florida limited liability company, its manager By: Shawn Wilson, Manager Town Center Brandon Development Associates, LLC Witness Signature
	Witness Signature Sittle Rozer Name printed or typed
30PY	Witness Signature M.J. Kopakin Name printed or typed
COPY	The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this Hards (date) by Shaum and (name of officer or agent, title of officer or agent) of Town Center Brandon Development (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.
COPY	[Notary Seal] Notary Public JILLIAN NICOLE ROZEMA MY COMMISSION # HH 272764 EXPIRES: June 6, 2028 My Commission Expires:

UNCERTIFIED

COPY

CERTIFIEL

INCERTIFIE! Exhibit "A"

Folio #: 071878-0150

Address: 2098 Town Center Blvd Brandon, FL 33511

Legal Description:

That part of:

ERTIFIEL

INCERTIFIED

CERTIFIEL Lot 15 of South Tampa according to the map or plat thereof as recorded in Plat Book 6, Page 3 of the Public Records of Hillsborough County, Florida in the Northeast 1/4 of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida.

Lying within the following described boundaries to wit:

Commencing at the Southeast corner of the Northeast 1/4 of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida; thence along with the South line of the Northeast 1/4 of Section 29, South 88°53'08" West, a distance of 666.59 feet; thence departing said South line, North 00°13'04" East, a distance of 15.00 feet to the Southeast corner of Lot 15 of South Tampa according to the map or plat thereof as recorded in Plat Book 6, Page 3 of the Public Records of Hillsborough County, Florida in the Northeast 1/4 of Section 29, Township 29, Range 20; thence along the South line of said Lot 15, South 88°53'08" West, a distance of 380.96 feet to the point of beginning; thence continue along said South line of South Gornto Lake Road and the point of beginning; thence continue along said South line, South 88°53'08" West, a distance of 264.22 feet to the Southwest corner of aforementioned Lot 15; thence along the West line of said Lot 15, North 00°13'04" East, a distance of 361.28 feet; thence departing said West line, North 88°59'22" East, a distance of 415.58 feet to a point on the aforementioned Westerly right-of-way line of South Gornto Lake Road; thence along said Westerly right-of-way line, a distance of 404.61 feet along the arc of a curve to the left, having a radius of 514.00 feet with central angle of 45°06'09", subtended by a chord of 394.25 feet which bears South 22°47'29" West to the point of beginning.

End of Exhibit "A"

ERTIFIED

CERTIFIED

VCERTIFIEL

"NCERTIFIE!

Instrument #: 2023182551, Pg 1 of 2, 5/1/2023 7:42:59 AM DOC TAX PD(F.S. 201.02) \$9695.00, INT. TAX PD (F.S. 199) \$0.00, DOC TAX PD (F.S. 201.08) \$0.00, Deputy Clerk: O Cindy Stuart, Clerk of the Circuit Court Hillsborough County

This instrument prepared by:
Hillsborough County
Affordable Housing Services Department
Attn: Contracts Unit
P.O. Box 1110 Tampa, Florida 33601

COUNTY DEED

THIS DEED, made this <u>lst</u> day of <u>March</u>, 20 <u>23</u>, by HILLSBOROUGH COUNTY, a political subdivision of the State of Florida, whose Post Office address is: P.O. Box 1110, Tampa, Florida 33601, Grantor, and Town Center Brandon Development Associates, LLC., whose address is 180 Fountain Parkway N., Suite 100 St. Petersburg, FL 33716, Grantee.

WITNESSETH that the said Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, his or her heirs and assigns forever, the following described land lying and being in Hillsborough County, Florida, together with any and all interest in and to all phosphate, minerals, metals and petroleum that are or may be in, on, or under said land:

LANDS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

(OFFICIAL SEAL)	HILLSBOROUGH COUNTY, a Political subdivision of the State of Florida
ATTEST:	By its Board of County Commissioners
Clerk (or Deputy Clerk of Circuit Court)	By: Ken Hagan
Hillsborough County, Florida	lund
Print Name: Maria D. Ebeling	Print Name: KEN HAGAN Chair (or Vice Chair)
Approved as to form and legal sufficience	ey .
By: Nancy y. Takemori Senior Assistant County Attorney	BOARD OF COUNTY COMMISSIONERS HILL SHOROLICH COUNTY ELORIDA

EXHIBIT "A" Legal Description

Folio #: 071878-0150

Address: 2098 Town Center Blvd Brandon, FL 33511

Legal Description:

That part of:

Lot 15 of South Tampa according to the map or plat thereof as recorded in Plat Book 6, Page 3 of the Public Records of Hillsborough County, Florida in the Northeast ¼ of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida.

Lying within the following described boundaries to wit:

Commencing at the Southeast corner of the Northeast ¼ of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida; thence along with the South line of the Northeast ¼ of Section 29, South 88°53'08" West, a distance of 666.59 feet; thence departing said South line, North 00°13'04" East, a distance of 15.00 feet to the Southeast corner of Lot 15 of South Tampa according to the map or plat thereof as recorded in Plat Book 6, Page 3 of the Public Records of Hillsborough County, Florida in the Northeast ¼ of Section 29, Township 29, Range 20; thence along the South line of said Lot 15, South 88°53'08" West, a distance of 380.96 feet to the point of beginning; thence continue along said South line, South 88°53'08" West, a distance of 264.22 feet to the Southwest corner of aforementioned Lot 15; thence along the West line of said Lot 15, North 00°13'04" East, a distance of 361.28 feet; thence departing said West line, North 88°59'22" East, a distance of 415.58 feet to a point on the aforementioned Westerly right-of-way line of South Gornto Lake Road; thence along said Westerly right-of-way line, a distance of 404.61 feet along the arc of a curve to the left, having a radius of 514.00 feet with central angle of 45°06'09", subtended by a chord of 394.25 feet which bears South 22°47'29" West to the point of beginning.

End of Exhibit "A"



MM 23-0614



Representative: Kami Corbett, Esq. / Hill Ward Henderson

Public/Private Partnership to Provide Affordable Housing

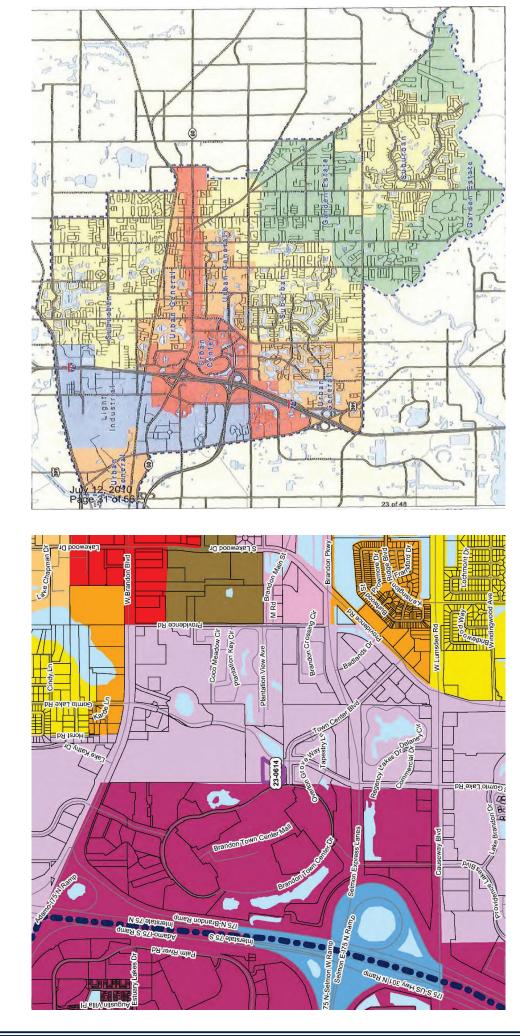
- Parcel formerly owned by Hillsborough County
- 2021 Hillsborough County issued an RFP No. 22405 for the sale of surplus 2.58 acres for new construction of Affordable Housing
- Recommendation of Award issued January 7, 2022
- Resolution Approving Conveyance and Approval of \$6,250,000 Funding Agreement - Approved by BOCC on March 1, 2023
- Property purchased on May 1, 2023

Development Location





Located within the Urban Center of Brandon



= APAPTMEN P.D.H R-20 FOLIOF71 SINGLE FA ASC-1 R-20 FOLIO #7 A 100 SNGLE FA ASC : R-20 FOLIO #7 MCM eo. Bom (COLLECTOR) PROVIDENCE ROAD 30. ZETBACK BUILDING 12 C.NISERVA FICH AREA AND DETENTION EXISTING APARTMENTS FD.4 UNKU FOL 0 971878 WOH '77 BUILDING VACANT 1P.D.2 PRIVATE DRIVE (LOCAL) 133 ACRES 260 MULTH FAMILY UNITS 20 DUJAC DENSITY WAX HEIGHT 3 STOTHES OR 30 FT. PARCEL B RESIDENTIAL - 30° SETBACK -BUILDING EXISTING APARTMENTS PD.H UMU FOLIO #71878 BLDS. ENV. RETENTION(MANLE) 65 TT SOUNTY DRAINAGE (TD 3E VACATED) PARCEL C FOLIO #71928 12.6 ACRES 120,000 S.F. RETAIL WAX, HEIGHT 3,STORY (50" PARCEL A COMMERCIAL, PUBLIC. EMERGENCY SERVICES & ACLF **Existing Site Plan** PARCEL A (EAST) PLANNED N/S BRANDON CORRIDOR (GORNTO LAKE NO.) MALL ROADWAY PARCEL A (WEST) REGIONAL MALL PD-MU RAIU FOLIC 471934

60 FEET RIGHT-OF-WAY РВОУІВЕНСЕ ВОЛВ (СОГЛЕСТОЯ) → 30 FEET SETBACK BUILDING EXISTING APARTIAENTS FOLIC 07/1878 ZONING: PD-H (RZ 84-0368, RZ 86-0164) FLU: UMU CONSERVATION AREA AND DETENTION 72 FEET RIGHT-OF-WAY PRIVATE DRIVEWAY (LOCAL) VACANT FOLIO: 071894 ZONING: IPD-2 (RZ 89-0221, RZ 90-0029) BUILDING 13.3 ACRES 280 DWELLING, MULTIFAMILY 20 DUAG DENSITY MAX, HEIGHT 3 STORIES 130 FEET PARCEL B RESIDENTIAL BUILDING EXISTING APARTMENTS FOLID: 07/878 ZONING, PDH (RZ 84-0388. RZ 85-0154) FLU: UMU **Proposed Modification Area** RETENTION (MALL) FOLIO: 071878 ZONING: PD-MU (RZ 82-0421, RZ 90-0029) PARCEL C | N | PARCEL C | N | PARCEL C | PAR NOTE: THE EAST (WEST ROAD IS TO BE BULLT WHEN PARCELS CONTIGUOUS AND EAST OF THE NORTH (SOUTH ROAD ARE DEVELOPED I PARCEL A (EAST) PARCEL A COMMERCIAL, PUBLIC, EMERGENCY SERVICES & ACLF 9.88 ACRES 95,000 SF RETAIL MAX. HEIGHT 3 STORIES / 50 FEET - 20 FEET SETBACK MALL ROADWAY (4 LANE DIVIDED) 77 DWELLING, MULTIFAMILY 2.58 ACRES MAX, HEIGHT 4 STORIES / 50 FEET AREA OF MAJOR MODIFICATION TO IPDE 2.58 ACRES PARCEL A (WEST) 1 1 1 1 1 1 1 1 1 1 1 1 PARCEL D NO REET SETBACK

Land Use Summary Comparison

EXISTING LAND USE SUMMARY

PROPOSED LAND USE SUMMARY

Parcel	⋖	Ω	ပ	Total	
Zoning	IPD-2	IPD-2	IPD-2	IPD-2	N
FLU	NMN	UMU	NMO	UMU	ш
Acreage	12.6	13.3	1.9	27.8	٩
MF	ı	260 units	ı	260 Units	
Density		20 d/u/ac	ı	20 d/u/ac	
Commercial	120,000 sf				
FAR	Per UMU			Per UMU	ш
Public & Emergency	*		*	*	шш
Max Height	3 st/ 50 ft	3 st/50 ft	*		

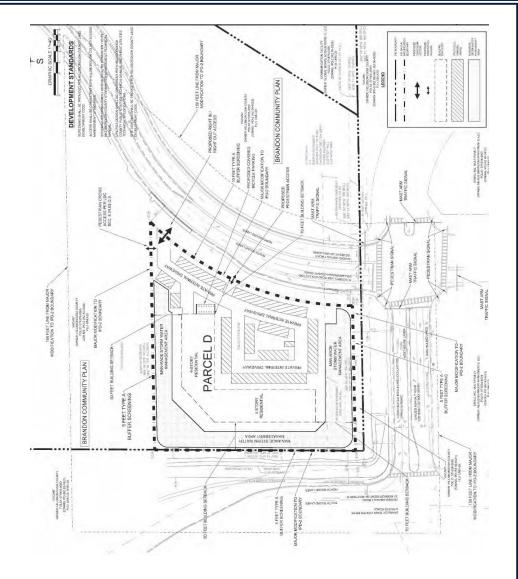
★ Height & Use Per Conditions of Approval

Parcel	⋖	a	ပ	Q	Total
Zoning	IPD-2	IPD-2	IPD-2		IPD-2
FLU	NMU	UMU	UMU		UMU
Acreage	98.6	13.3	1.9	2.58	27.8
MF		260 units	ı	77 units	337 Units
Density		20 d/u/ac	ı	30 d/u/ac	22 d/u/ac
Commercial	104,029 sf				104,029 sf
FAR	Per UMU				Per UMU
Public & Emergency	*		*		*
Max Height	3 st/ 50 ft	3 st/50 ft	*	4 st/50 ft	

★ Height & Use Per Conditions of Approval

Proposed Site Plan – Parcel D

- 7 Multi-family Units
- 100% Affordable
- 39 units designated for 50% AMI or below
 38 units designated for 80% AMI or below
 20 units designated for Special Needs
- Maximum Building Height 50' 4 stories
- Waiver to 2:1 Setback Increase (north and west)
- Variation to Buffer from 10' to 5' Type A
- Alternative Parking Standard of 1.14 Parking Spaces Per Unit = 88 spaces



Development Pattern - Surrounding Area



Justification of Waivers & Variations

Unique Public/Private Partnership Utilizing Surplus Land for Affordable Housing Development

Setback and Buffer Width

- Size and Shape of Parcel is Unique
- Waiver to 2:1 set back along boundaries abutting road way & drainage ponds
- Buffer variation where site is surrounded by roadways and drainage ponds
- Minor adjustment of 5' in buffer width permits and 10' setback the site to be maximized to facilitate the construction of 77 affordable housing units

Parking

- ITE Parking Manual Demonstrates Affordable Housing has lower parking demand
 - Applicant is proposing to use mid-range of 1.14 parking spaces
- Bicycle Parking is proposed (40 spaces)
- Applicant is providing on-site passenger service for transportation needs

Rezoning Application:

PD MM 23-0614

Zoning Hearing Master Date:

October 16, 2023

BOCC Land Use Meeting Date:

December 12, 2023



Development Services Department

1.0 APPLICATION SUMMARY

Applicant: Town Center Brandon Development

Associates, LLC

FLU Category: UMU-20

Service Area: Urban

Site Acreage: 2.58 Acres +/-

Community Plan Area: Brandon

Overlay: None

Location: Town Center Blvd. / Gornto Lake Rd. Folio: 7178.0150



Introduction Summary:

History: The subject parcel is currently zoned IPD-2 90-0029 most recently modified by PRS 98-0424. The development would allow up to 260 multi-family units on Parcel B and 120,000 of commercial use on Parcel A. Currently, Parcel A is undeveloped.

Current Request: The applicant is requesting to develop a portion of Parcel A (proposed Parcel D) with a 77-unit 100% affordable multi-family development through funds awarded by the Hillsborough County "Hope" program in conjunction with an Affordable Housing Density Bonus.

Zoning:	Existing	Proposed
District(s)	IPD	IPD
Typical General Use(s)	120,000 SF of Commercial limited uses per PD conditions	Reduce Commercial entitlements on Parcel A from 120,000 to 104,029. Approval is being requested to allow an affordable housing project on proposed Parcel D, which would be entitled to 15,971 SF of commercial development.

Development Standards:	Existing	Proposed
District(s)	IPD-2	IPD-2
Lot Size / Lot Width	N/A	N/A
Setbacks/Buffering and Screening	Per PD	50' Setback and 5' Type "A" Screening 70' Setback and 10' Type "A" Screening
Height	50'	50'

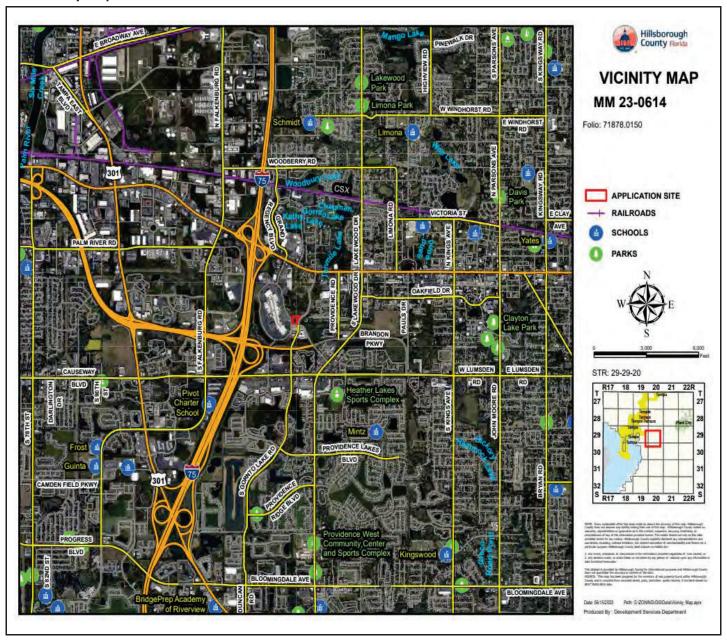
Additional Information:	
DD Variation(s)	LDC Part 6.06.00 (Landscaping/Buffering)
PD Variation(s)	LDC Part 6.05.00 (Parking/Loading)
Waiver(s) to the Land Development Code	LDC Sec. 6.01.01 (2:1 Height regulation) LDC Section 6.01.01, Endnote 8 (schedule of district standards) to eliminate the requirement for an additional 2 feet of setback for every 1 foot of structure height over 20'

Planning Commission Recommendation:	Development Services Recommendation:
Consistent	Approvable, subject to proposed conditions

Case Reviewer: Camille Krochta

2.0 LAND USE MAP SET AND SUMMARY DATA

2.1 Vicinity Map



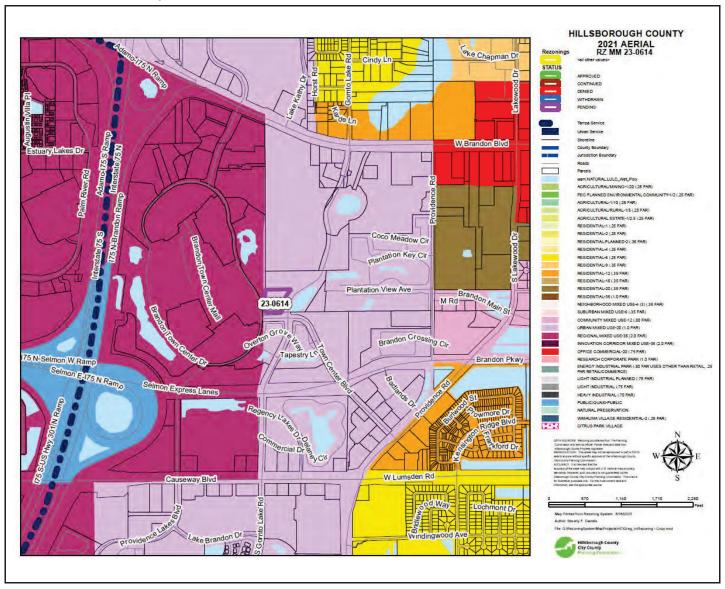
Context of Surrounding Area:

The surrounding area includes the Brandon Mall to the west across Brandon Town Center Drive, existing multi-family development to the south and southeast across Town Center Blvd., vacant land to the north, and vacant land and multi-family development to the east across Gornto Lake Road.

Case Reviewer: Camille Krochta

2.0 LAND USE MAP SET AND SUMMARY DATA

2.2 Future Land Use Map



Subject Site Future Land Use Category:	Urban Mixed Use - 20 (UMU-20)
Maximum Density/F.A.R.:	20.0 DU / Acre FAR: 1.0
Typical Uses:	Residential, regional scale commercial uses such as a mall, office, and business park uses, research corporate park uses, light industrial, multipurpose, and clustered residential and/or mixed-use projects at appropriate locations

ZHM HEARING DATE: October 16, 2023 BOCC LUM MEETING DATE: December 12, 2023

Case Reviewer: Camille Krochta

2.0 LAND USE MAP SET AND SUMMARY DATA

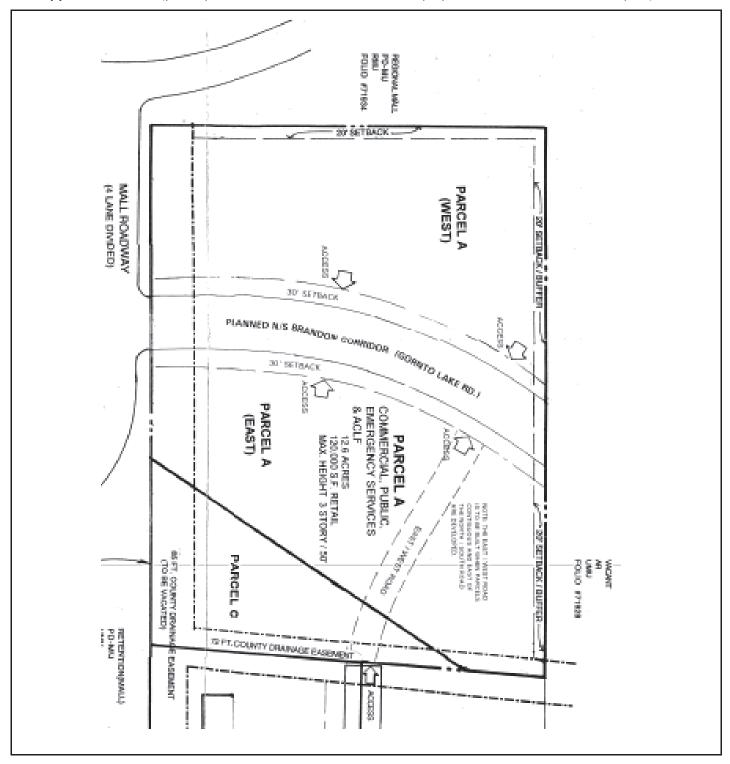
2.3 Immediate Area Map



Adjacent Zonings and Uses					
Location:	Zoning:	Maximum Density/F.A.R. Permitted by Zoning District:	Allowable Use:	Existing Use:	
North	IPD 93- 0003	Per PD	20,000 SF Commercial/Interim Agricultural	Cemetery	
South	PD 82-0421	UMU 1.0 FAR RMU 2.0 FAR	General Commercial, Regional Mall, Multi-Family	Multi-Family	
East	IPD-2 90- 0029	Per PD	Service and Emergency Uses	Utility Tower	
West	PD 82-0421	General Commercial, Regional Mall, Multi- Family	General Commercial, Regional Mall, Multi-Family	Regional Mall	

2.0 LAND USE MAP SET AND SUMMARY DATA

2.4 Approved Site Plan (partial provided belowfor size and orientation purposes. See Section 8.1 for full site plan)



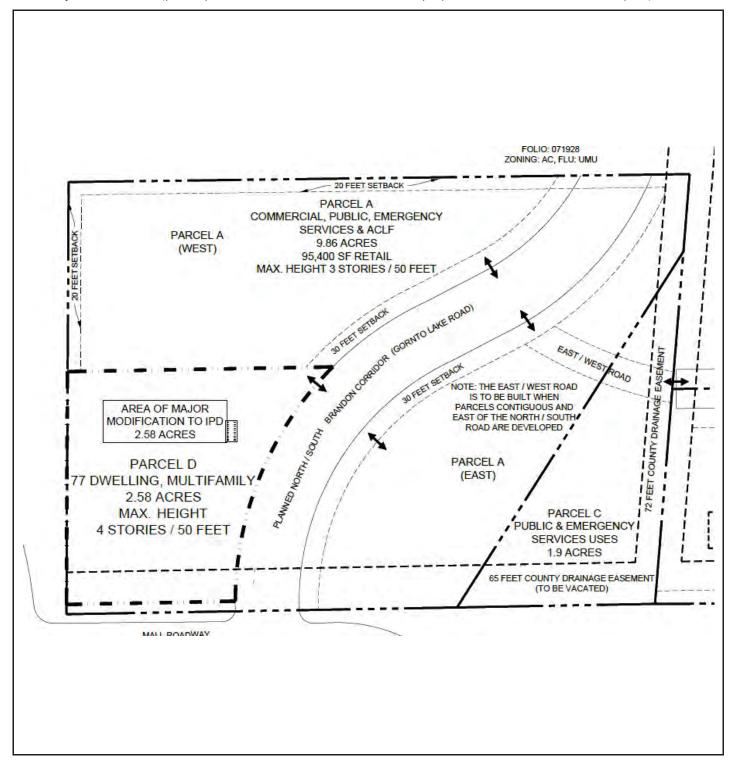
APPLICATION NUMBER:	PD MM 23-0614
ZHM HEARING DATE:	October 16, 2023

BOCC LUM MEETING DATE: October 16, 2023

BOCC LUM MEETING DATE: December 12, 2023

Case Reviewer: Camille Krochta

2.5 Proposed Site Plan (partial provided belowfor size and orientation purposes. See Section 8.0 for full site plan)



APPLICATION NUMBER:	PD MM 23-0614	
ZHM HEARING DATE:	October 16, 2023	
BOCC LUM MEETING DATE:	December 12, 2023	Case Reviewer: Camille Krochta

3.0 TRANSPORTATION SUMMARY (FULL TRANSPORTATION REPORT IN SECTION 9 OF STAFF REPORT)

Adjoining Roadways (check if applicable)				
Road Name	Classification	Current Conditions	Select Future Improvements	
S Gornto Lake Rd.	County Collector - Urban	4 Lanes ☐ Substandard Road ☑ Sufficient ROW Width	 □ Corridor Preservation Plan □ Site Access Improvements □ Substandard Road Improvements □ Other 	
Town Center Blvd.	Private	2 Lanes ☐ Substandard Road ☑ Sufficient ROW Width	☐ Corridor Preservation Plan ☐ Site Access Improvements ☐ Substandard Road Improvements ☐ Other	

Project Trip Generation ☐ Not applicable for this request				
	Average Annual Daily Trips	A.M. Peak Hour Trips	P.M. Peak Hour Trips	
Existing	7,498	294	290	
Proposed	427	42	43	
Difference (+/-)	-7,071	-252	-247	

^{*}Trips reported are based on net new external trips unless otherwise noted.

Connectivity and Cross Access Not applicable for this request				
Project Boundary	Primary Access	Additional Connectivity/Access	Cross Access	Finding
North		None	None	Meets LDC
South		None	None	Meets LDC
East	Х	None	None	Meets LDC
West		None	None	Meets LDC
Notes:				

Design Exception/Administrative Variance Not applicable for this request				
Road Name/Nature of Request	Туре	Finding		
N/A	Choose an item.	Choose an item.		
Notes:				

APPLICATION NUMBER: PD MM 23-0614

ZHM HEARING DATE: October 16, 2023

BOCC LUM MEETING DATE: December 12, 2023

Case Reviewer: Camille Krochta

4.0 ADDITIONAL SITE INFORMATION & AGENCY COMMENTS SUMMARY

INFORMATION/REVIEWING AGENCY				
Environmental:	Comments Received	Objections	Conditions Requested	Additional Information/Comments
Environmental Protection Commission	⊠ Yes □ No	☐ Yes ⊠ No	□ Yes ⊠ No	
Natural Resources	☐ Yes ⊠ No	☐ Yes ⊠ No	☐ Yes ⊠ No	
Conservation & Environ. Lands Mgmt.	⊠ Yes □ No	☐ Yes ⊠ No	☐ Yes ⊠ No	
Check if Applicable:	☐ Potable W	Vater Wellfield Pro	tection Area	
☐ Wetlands/Other Surface Waters	☐ Significan	t Wildlife Habitat		
☐ Use of Environmentally Sensitive Land	_	igh Hazard Area		
Credit		ourban/Rural Scen	ic Corridor	
☐ Wellhead Protection Area	•	<i>.</i> to ELAPP property		
☐ Surface Water Resource Protection Area	☐ Other	, ,,		
Public Facilities:	Comments Received	Objections	Conditions Requested	Additional Information/Comments
Transportation				PD Variation for
☐ Design Exc./Adm. Variance Requested	⊠ Yes □ No	☐ Yes ☑ No	⊠ Yes □ No	reduced parking
☐ Off-site Improvements Provided	□ NO	I INO	I INO	requested.
Service Area/ Water & Wastewater		_	_	
⊠Urban ☐ City of Tampa	⊠ Yes	□Yes	□ Yes	
☐Rural ☐ City of Temple Terrace	□ No	⊠ No	⊠ No	
Hillsborough County School Board				
Adequate ⊠ K-5 ⊠ 6-8 ⊠ 9-12 □ N/A	⊠ Yes	□Yes	☐ Yes	
Inadequate ☐ K-5 ☐ 6-8 ☐ 9-12 ☒ N/A	□ No	⊠ No	⊠ No	
Impact/Mobility Fees: Mobility: \$2,710 * 39 units = \$105,690 \$3,225 * 38 units = \$122,550 Parks: \$1,126 * 40 units = \$45,040 \$1,368 * 25 units = \$34,200 \$1,555 * 12 units = \$18,660 School: \$1,645 * 40 units = \$65,800 \$3,891 * 37 units = \$143,967 Fire: \$249 * 77 units = \$19,173 Total Multi-Family = \$555,080				
Comprehensive Plan:	Comments Received	Findings	Conditions Requested	Additional Information/Comments
Planning Commission				
☐ Meets Locational Criteria ⊠ N/A	⊠ Yes	☐ Inconsistent	□Yes	
☐ Locational Criteria Waiver Requested	□No		⊠ No	
\square Minimum Density Met \boxtimes N/A				

APPLICATION NUMBER: PD MM 23-0614

ZHM HEARING DATE: October 16, 2023

BOCC LUM MEETING DATE: December 12, 2023 Case Reviewer: Camille Krochta

5.0 IMPLEMENTATION RECOMMENDATIONS

5.1 Compatibility

The subject property is located at the intersection of Town Center Blvd and Gornto Lake Rd. South and is within the Brandon Community Planning area. The applicant is requesting a Major Modification to Interstate Planned Development (IPD-2 90-0029) to allow for a 77-unit (via the affordable housing density bonus) 100% affordable housing development with HOPE funds awarded from Hillsborough County. The current zoning for the property is Interstate Planned Development-2 (IPD-2), with additional IPD-2 zonings located to the north and east. The areas directly to the west and south of the property are zoned as Planned Development (PD). Further north, there are Agricultural Rural (AR) zonings, as well as pockets of IPD-2 and PD to the northeast.

Development of the site meets the Comprehensive Plan requirements for the Affordable Housing Development density bonus, specifically, the criteria defined in the Housing Element Policy 1.3.1/1.3.2. The applicant has signed a Land Use Restriction Agreement that ensures the site will be used for affordable housing until 2076, exceeding the required minimum of 30 years.

The site is located within the Hillsborough County Urban Service Area; therefore, the subject property should be served by Hillsborough County Water and Wastewater Service which does not guarantee water or wastewater service or a point of connection. The developer is responsible for submitting a utility service request at the time of development plan review and will be responsible for any on-site improvements as well as possible off-site improvements

Given the above, staff finds the proposed modification to be compatible with the surrounding properties and in keeping with the general development pattern of the area and staff has not found any compatibility issues related to the request.

5.2 Recommendation

Based on the above considerations, staff recommends approval of the request subject to conditions.

APPLICATION NUMBER:	PD MM 23-0614	
ZHM HEARING DATE:	October 16, 2023	
BOCC LUM MEETING DATE:	December 12, 2023	Case Reviewer: Camille Krochta

6.0 PROPOSED CONDITIONS

Approval - Approval of the request, subject to the conditions listed below, is based on the revised general site plan submitted September 27, 2023.

Prior to certification, the following conditions shall be met:

- 1. A note placed on the face of the plan shall indicate that this project is deed-restricted.
- 2. FAR reduction calculations for the remaining Parcel A are to be added to the data table.
- 3. The developer shall revise the Site Plan Site Data Table Proposed Off-Street Parking to state "88 spaces" at a rate of "1.18 space per dwelling unit" with a note stating "* per PD Conditions of Approval".
- 1. The approval shall be for a maximum of 260 multi-family units on Parcel B and 120,000 104,029 square feet of commercial uses on Parcel A. Additionally, passenger train stations, unmanned cable television switching facilities, unmanned telephone switching facilities, radiotelephone communication facilities, and radio/television transmitting and receiving facilities shall be permitted on Parcels A and C.
- 2. Parcel D shall allow (multi-family) development, consisting of 77 multi-family dwelling units in compliance with the Affordable Housing Density Bonus provision of the Hillsborough County Comprehensive Plan) If not developed in compliance with the Affordable Housing Density Bonus provision of the Hillsborough County Comprehensive Plan, the project shall be limited to a maximum of 51/ units (20 units per acre).
- 3. <u>Development in excess of 51 units shall require compliance with the Affordable Housing Density bonus</u> provisions in the Hillsborough County Comprehensive Plan Housing Section Policy 1.3.2, which includes the following:
 - 3.1 The units shall remain affordable for a minimum of 30 years.
 - 3.2 The bonus shall be memorialized in a Development Order as well as a deed restriction, Land Use Restriction Agreement, or other mechanism as determined by the County Attorney's Office.
 - A minimum of 15 units (20% of the total number of units proposed) shall be deemed affordable to households making 100% or less AMI. A minimum of 7 units (50% of required affordable units) shall be set aside for incomes at 60% or below AMI. The distribution of affordable units shall be:
 - 39 units set aside for households earning 50% or less of the area median income ("AMI"),
 - 38 units at 80% or less of the AMI.
- <u>4.</u> <u>Development Standards for Parcel D shall be as follows:</u>

<u>4.1</u>	Minimum building front yard setback:	/0'
	Minimum building North side yard setback:	50'
	Minimum building South side yard setback:	65'
	Minimum building rearyard setback:	50'
	Maximum building height:	50' (4 stories)
	Maximum Building Coverage:	40%
	Maximum Impervious Surface Area:	75%

APPLICATION NUMBER:	PD MM 23-0614	
ZHM HEARING DATE:	October 16, 2023	
BOCC LUM MEETING DATE:	December 12, 2023	Case Reviewer: Camille Krochta

- 4.2 The project is not subject to the 2 additional feet of building setback per 1 additional foot of building height over 20 feet found in the Land Development Code (LDC) Part 6.01.01 footnote 8.
- 5. <u>Buffering/Screening: 10' Type A Buffer/Screening east perimeter; 5' Type A Buffer/Screening north, south, and</u> west perimeters.
- 2. 6. The multi-family uses shall be limited to the residential uses and accessory uses in IPD-2 except the following:

Fraternities and Sororities Life care treatment facility Recreational vehicle park Mobile home

- 3-7. Commercial uses shall be limited to the following as permitted in the O-R, C-N, C-G, and C-I districts by the November 10, 1994, Land Development Code: retail goods, (excluding open or enclosed flea markets); banking, business, employment, professional, personal and recreation services; health services including nursing, convalescent, and extended care facility uses; repair and miscellaneous services; bus passenger terminals (no maintenance); off-street parking; transportation activities, excluding airport related activities, heliports, helistops, and freight train terminals; display meeting tents; membership organizations; neighborhood fairs; publishing and printing; recyclable household goods facilities, both permanent structures and truck trailers; rental and leasing of light equipment; and rental and leasing of domestic vehicles.
- 4. 8. Radiotelephone communication facilities and radio/television transmitting and receiving facilities shall be subject to the criteria of Sections 2.03.17 and/or 6.11.24 of the 1997 Land Development Code, as applicable, except that in no case shall Special Use review be required. Said facilities shall be limited in height to 200 feet but may be allowed up to 300 feet if collocation opportunities are provided and subject to approval by the FAA and Hillsborough County Aviation Authority.
- 5. 9. The maximum height of buildings for parcels A, B, and C shall be 50 feet or 3 stories whichever is more restrictive.
- 6. 10. The developer shall be required to utilize public water and public sewer and shall pay all costs to connect for service delivery. The developer shall submit to the Planning and Growth Management Department, prior to Construction Plan or Final Plat approval, evidence of commitment from the county Department of Water and Wastewater Utilities to provide public water and public sewer services, and evidence of agreement to pay necessary costs to enable the County to provide water and public sewer services delivery.
- 7. 11. Development of the project shall be in accordance with all applicable Environmental Protection Commission regulations.
- 8. 12. The number of the access point(s) may be a total of two from the east (inclusive of the access road from the east) and two from the west-but shall be regulated by the Hillsborough County Access Management regulations as found in the Land Development Code. The design and construction of curb cuts are subject to approval by the Hillsborough County Public Works Department. Final design, if approved by Hillsborough County, may include: left turn lanes, acceleration lane(s), and deceleration lane(s).
 - 8.1 12.1 The applicant shall provide internal access to any existing or future out parcels on the site.
 - 8.2 12.2 The development shall be limited to a maximum of two (2) median openings on the North/South Brandon Corridor once said corridor is four (4) lanes, if approved by the County based on the County's Access Management Regulations. The northernmost median opening

APPLICATION NUMBER:	PD MM 23-0614	
ZHM HEARING DATE:	October 16, 2023	
BOCC LUM MEETING DATE:	December 12, 2023	Case Reviewer: Camille Krochta

shall be located at the northern portion of the property and shall accommodate the extension of the East/West Roadway. A southern opening shall be located approximately at the midpoint between the aforementioned northern access and the existing intersection of Brandon Town Center Road "B". The southern median, if approved, shall be limited to a directional median opening at such time as the roadway is extended beyond the northern boundary of the property. Additionally, the southern median opening shall be designed such that it does not conflict with the future of southbound left turning movement from the North/South Roadway onto Brandon Town Center Access Road "B". The design shall consider storage, lane length, taper, and deceleration lanes.

- <u>12.3</u> <u>Parcel D shall have one restricted right-in/right-out access on S. Gornto Lake Rd.</u>
- Parking shall be provided at a minimum rate of 1.14 parking space per affordable multi-family dwelling unit utilizing up to 25% compact parking spaces. Additionally, the developer will be required to construct 40 covered and secured bicycle parking spaces which meet the location and design criteria found within Sec.

 6.05.02.P. of the LDC. In the event, any or all of the affordable units convert to market rate housing or affordable housing for households of greater than the 80% area median income, then parking shall be provided consistent the LDC, Section 6.05.02 minimum parking rate.
- 14. The developer shall establish and maintain in operation of a dedicated on-site passenger van service for the project affordable housing residents' transportation needs.
- 15. Notwithstanding anything shown in the PD site plan or in the PD conditions to the contrary, pedestrian access shall be allowed anywhere within the project and along the project boundary consistent with the LDC.
- 16. Construction access shall be limited to those locations shown on PD site plan which are also proposed vehicular access connections. The developer shall include a note in each site/construction plan submittal which indicates same.
- 9. 17. Proof of cross access agreements for the multi-family on Parcel B, to the adjacent parcel to the north, with whom the multi-family portion of the site will be sharing access, shall be provided by the developer, prior to Site Development approval.
- 18. The developer shall dedicate to Hillsborough County, prior to site development approval or upon request from the County, to coincide with roadway improvements, whichever comes first, right-of-way up to a maximum of 128 feet in width for the North/South Brandon Corridor to accommodate a four-lane divided urban roadway. The right-of-way shall be consistent with the IP-D standards for a four-lane divided roadway provided that the right-of-way width shall be consistent with the width of the right-of-way for that portion of the North/South Brandon Corridor which has already been constructed to the south of the project. The developer shall construct two lanes of the north south road commensurate with development. The road shall be completed to the northern boundary of the project prior to Certificate of Occupancy of any adjacent development.
- 11. 19. The east/west roadway which intersects with Providence Road shall connect to the North/South Brandon Corridor. Prior to Certificates of Occupancy for any development on an adjacent site, the east/west roadway, which intersects with Providence Road, shall connect to the eastern edge of the-right-of-way for the proposed North/South Brandon Corridor, as shown on the site plan.
- 12. Development must be in accordance with all applicable regulations in the Hillsborough County Land Development Code, and in accordance with all other applicable regulations and ordinances.

APPLICATION NUMBER:	PD MM 23-0614	
ZHM HEARING DATE:	October 16, 2023	

BOCC LUM MEETING DATE: December 12, 2023 Case Reviewer: Camille Krochta

- 20. If the notes and/or graphics on the site plan are in conflict with specific zoning conditions and/or the Land

 Development Code (LDC) regulations, the more restrictive regulation shall apply, unless specifically

 conditioned otherwise. References to development standards of the LDC in the above-stated conditions shall be interpreted as the regulations in effect at the time of preliminary site plan/plat approval.
- 21. The Development of the project shall proceed in strict accordance with the terms and conditions contained in the Development Order, the General Site Development Plan, the land use conditions contained herein, and all applicable rules, regulations, and ordinances of Hillsborough County.
- 22. In accordance with LDC Section 5.03.07.C, the certified PD general site plan shall expire for the internal transportation network and external access points, as well as for any conditions related to the internal transportation network and external access points, if site construction plans, or equivalent thereof, have not been approved for all or part of the subject Planned Development within 5 years of the effective date of the PD unless an extension is granted as provided in the LDC. Upon expiration, recertification of the PD General Site Plan shall be required in accordance with provisions set forth in LDC Section 5.03.07.C.
- 44. 23. Effective as of February 1, 1990, this development order/permit shall meet the concurrency requirements of Chapter 163, Part II, Florida Statutes. Approval of this development order/permit does not constitute a guarantee that there will be public facilities in place at the time of application for subsequent development orders or permits to allow issuance of such development orders or permits.

Zoning Administrator Sign-Off:

J. Brian Grady Mon Oct 16 2023 16:31:43

SITE, SUBDIVISION, AND BUILDING CONSTRUCTION IN ACCORDANCE WITH HILLSBOROUGH COUNTY SITE DEVELOPMENT PLAN & BUILDING REVIEW AND APPROVAL.

Approval of this re-zoning petition by Hillsborough County does not constitute a guarantee that the project will receive approvals/permits necessary for site development as proposed will be issued, nor does it imply that other required permits needed for site development or building construction are being waived or otherwise approved. The project will be required to comply with the Site Development Plan Review approval process in addition to obtaining all necessary building permits for on-site structures.

APPLICATION NUMBER: PD MM 23-0614

ZHM HEARING DATE: October 16, 2023

BOCC LUM MEETING DATE: December 12, 2023 Case Reviewer: Camille Krochta

7.0 ADDITIONAL INFORMATION AND/OR GRAPHICS

The Site was owned by the County as part of the County's overall holdings within IPD 90-0029. The Applicant was awarded an RFP by the County for the purpose of developing the 77-unit affordable housing development and became the owner of the Site. The County remains the owner of the balance of the IPD 90-0029 folios.

The proposed major modification to the existing IPD will require a reduction to the commercial entitlements to allow the development of one (4) four-story 77-unit multifamily residential apartment building. The subject site is vacant, with no existing development that would conflict with this reduction in commercial entitlements as is the parent parcel site from which it is derived. Hillsborough County owns Parcel A which is utilized for drainage retention, and Parcel D (the subject site) was purchased from the County pursuant to an RFP which was awarded to the Applicant. Originally, 120,000 s.f. of commercial entitlements was permitted for Parcel A, but the proposal is to reduce that s.f. to 104,029 s.f. to ensure no additional trips are generated by the overall development by way of the proposed 77 affordable units.

The Applicant requests a waiver from the 2:1 height regulation of LDC Section 6.01.01. Specifically, the Applicant requests 50' tall buildings with a 50' distance from the north and west boundary lines, where 60' would otherwise be required. On the south, the setback is 65' and on the east, the setback is 70'. The 10' reduction from the north and west setbacks is de minimus in nature and is necessitated by the irregular shape of the Site. Where the Applicant is able to provide a greater setback it has done so, as evidenced by the south and east setbacks.

The applicant has also requested variations from the Land Development Code, Parts 6.05.00 (Parking and Loading), and 6.06.06 (Landscaping/Buffering). The applicant's requests and justifications for variations are found to meet the applicable criteria of LDC Part 5.03.06.C.6.a.1-4.

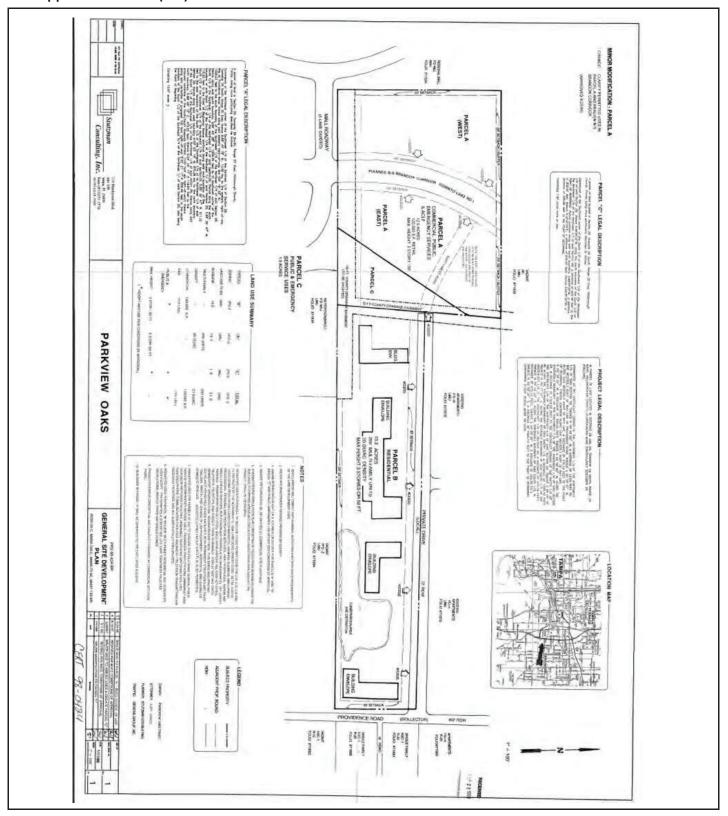
Variations Requested

Variation #1: The applicant is requesting a variation to Hillsborough County LDC Section 6.06.06 Landscaping and Buffering Requirements which requires the perimeter of the subject site to have a 10-foot wide Type "A" buffer. The Applicant requests a variation to allow a 5' Type A buffer/screening area on the north, west, and south boundaries.

Variation #2: The applicant submitted a PD Variation, requesting a reduction in the required parking rate and applicability of 25% compact parking spaces for the proposed affordable housing use. The applicant is proposing 89 parking spaces in lieu of the 135 spaces that are required per Code. Transportation staff has reviewed the variation request and found it approvable subject to the inclusion of 40 covered and secured bicycle parking spaces and provisions for an onsite passenger service for the residents' transportation needs.

8.0 SITE PLAN (FULL)

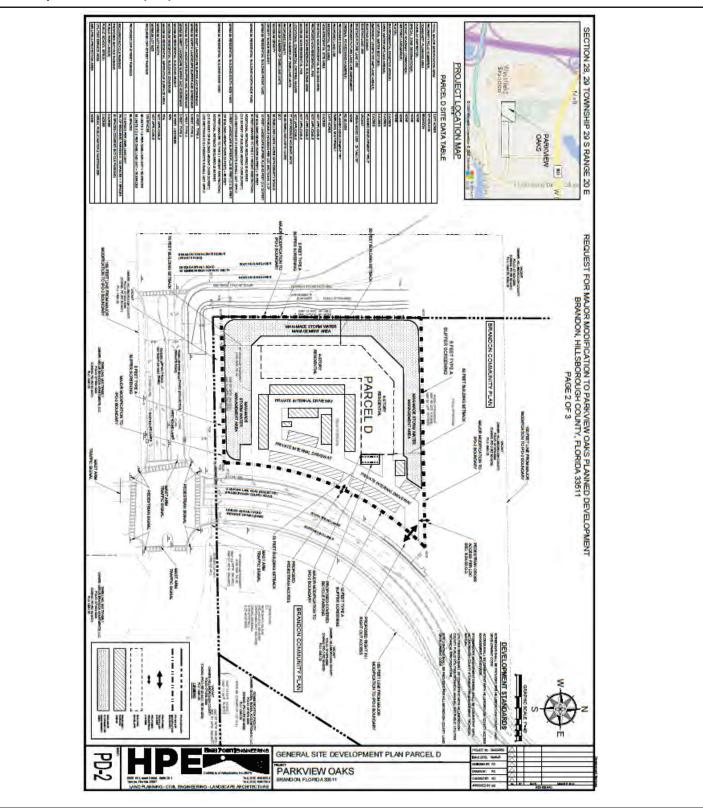
8.1 Approved Site Plan (Full)



Case Reviewer: Camille Krochta

8.0 SITE PLAN (FULL)

8.2 Proposed Site Plan (Full)



APPLICATION NUMBER: PD MM 23-0614

ZHM HEARING DATE: October 16, 2023

BOCC LUM MEETING DATE: December 12, 2023 Case Reviewer: Camille Krochta

9.0 FULL TRANSPORTATION REPORT (see following pages)

AGENCY REVIEW COMMENT SHEET

REVIEW	ng Technician, Development Services Department (ER: Richard Perez, AICP NG AREA: BR / Central	DATE: 10/04/2023 AGENCY/DEPT: Transportation PETITION NO: PD 23-0614
	This agency has no comments.	
	This agency has no objection.	
X	This agency has no objection, subject to the listed or attac	hed conditions.
	This agency objects for the reasons set forth below.	

CONDITIONS OF ZONING APPROVAL

- 1. The project shall have one restricted right-in/right-out access on S. Gornto Lake Rd.
- 2. Parking shall be provided at a minimum rate of 1.14 parking space per affordable multi-family dwelling unit utilizing up to 25% compact parking spaces. Additionally, the developer will be required to construct 40 covered and secured bicycle parking spaces which meet the location and design criteria found within Sec. 6.05.02.P. of the LDC. In the event, any or all of the affordable units convert to market rate housing or affordable housing for households of greater than the 80% area median income, then parking shall be provided consistent the LDC, Section 6.05.02 minimum parking rate.
- 3. The developer shall establish and maintain in operation of a dedicated on-site passenger van service for the project affordable housing residents' transportation needs.
- 4. Notwithstanding anything shown in the PD site plan or in the PD conditions to the contrary, pedestrian access shall be allowed anywhere within the project and along the project boundary consistent with the LDC.
- 5. Construction access shall be limited to those locations shown on PD site plan which are also proposed vehicular access connections. The developer shall include a note in each site/construction plan submittal which indicates same.

Other Conditions

• Prior to PD Site Plan Certification, the developer shall revise the Site Plan Site Data Table Proposed Off-Street Parking to state "88 spaces" at a rate of "1.18 space per dwelling unit" with a note stating "* per PD Conditions of Approval".

PROJECT SUMMARY AND ANALYSIS

The applicant is requesting to modify PD 90-0029 to allow a 4-Story, 77-unit multi-family affordable housing development on a +/- 2.58-acre parcel. The subject property is currently entitled to 15,971sf of commercial uses.

The site is located at the northwest corner of S. Gornto Lake Rd. and Town Center Blvd. The Future Land Use designation of the site is UMU-20.

Trip Generation Analysis

The applicant submitted a trip generation and site access analysis as required by the Development Review Procedures Manual (DRPM). Staff has prepared a comparison of the trips potentially generated under the existing and proposed zoning designations, utilizing a generalized worst-case scenario. Data presented below is based on the Institute of Transportation Engineer's Trip Generation Manual, 11th Edition.

Staff notes that the trip generation analysis was based on ITE Land Use Code 223 which encompasses all types of affordable housing units, i.e. townhouses, low-rise, mid-rise and high-rise apartments, and is the most trip intense affordable housing land use code.

Approved Zoning:

Approved Zoning.					
Zoning, Lane Use/Size	24 Hour Two-Way Volume 3,914 2,804 780*	Total Peak Hour Trips			
27		AM	PM		
PD: 6,000sf Gas Station w/ Convenience (ITE 945)	3,914	340	328		
PD: 6,000sf Fast Food Rest-Drive Thru (ITE 934)	2,804	268	198		
PD: 3,971sf (1-Tunnel) Carwash (ITE 948)	780*	78*	78		
Gross Trips	7,498	608	604		
Internal Capture	N/A	0	0		
Pass-by Trips	N/A	314*	314		
Net External Trips	7,498	294	290		

^{*}Estimated by staff as ITE Trip Generation/OTIS software does not provide data for this these periods.

Proposed Zoning:

Zoning, Lane Use/Size	24 Hour	Total Peak Hour Trips	
G,	Two-Way Volume	AM	PM
PD: 77 Units Affordable Housing (ITE 223)	427	42	43

Trip Generation Difference:

Zoning, Lane Use/Size	24 Hour	Total Peak Hour Trips		
Zonnig, Lane Ose/Size	Two-Way Volume	AM	PM	
Difference	-7,071	-252	-247	

The proposed rezoning would generally result in a decrease of trips potentially generated by development of the subject site by -7,071 average daily trips, -252 AM peak hour trips, and -247 p.m. peak hour.

TRANSPORTATION INFRASTRUCTURE SERVING THE SITE

S. Gornto Lake Rd. is a 4-lane, divided, urban collector roadway maintained by the County with +/-12-foot travel lanes, bicycle lanes and sidewalks on both sides encompassed within a +/-100-foot right of way.

The segment of S.Gornto Lake Rd. in front of the subject site is not included in the Hillsborough County Corridor Preservation Plan.

Town Center Blvd. is a private divided, urban local roadway serving as the entrance to the Brandon Town Center Mall. The roadway consists of +/-11-foot lanes, sidewalks on both sides, a landscaped median and no bicycle lanes with +/-100 feet of right of way.

SITE ACCESS

The project proposes one restricted right-in/right-out access connection to S. Gornto Lake Rd.

Cross access is not proposed to the north as the property consists of substantial wetlands and stormwater retention areas.

The applicant's traffic engineer conducted a site access analysis that found no site access improvements warranted at the projects access connection or at the next closest median opening turn lane to the north of the site on Gornto Lake Rd.

REQUESTED PD VARIATION – OFF-STREET PARKING

The applicant submitted a PD Variation, requesting a reduction in the required parking rate and applicability of 25% compact parking spaces for the proposed affordable housing use. The Land Development Code requires 1.5 parking spaces per 1-room multifamily dwelling unit and 2.0 parking spaces for 2 or more room multifamily dwelling units. As such, the project's 39 single room dwelling units and 38 two or more room dwelling units would require 135 parking spaces. The applicant is proposing parking at a rate of 1.143 spaces per unit (for all 77 units).

The 5th Edition of the Institute of Transportation Engineer's Parking Generation Manual provides data indicating a 95% confidence interval ranging from 0.89 to 1.09 and the 85th percentile of 1.33 with the specific finding of 1.33 spaces per dwelling applicable to general urban/suburban settings like the subject property.

Staff has reviewed the ITE data and recommends approval the request, subject to conditions. These conditions include the applicant's proposed 40 covered and secured bicycle parking spaces and the provision of an on-site passenger van service for the project's residents to assist with trips to daily needs. Staff also notes that the project is comprised of all affordable units split between 80% or less area median income households and 50% or less area median income households. Additionally, 20% of the units are dedicated to special needs households.

LEVEL OF SERVICE (LOS)

Level of Service (LOS) information is reported below.

FDOT Generalized Level of Service						
Roadway	From	То	LOS Standard	Peak Hr Directional LOS		
GORNTO LAKE RD	SR 60	TOWN CENTER BLVD	D	С		
TOWN CENTER BLVD	BRANDON TOWN CENTER	PROVIDENCE RD	Е	С		

Source: 2020 Hillsborough County Level of Service (LOS) Report

PARTY OF RECORD

NONE