

Monroe County Comprehensive Plan Land Authority
Advisory Committee Meeting
Agenda Items for 7/30/25 Meeting
Revised 7/29/25

The Land Authority Advisory Committee Meeting is scheduled to meet on Wednesday, July 30, 2025 at the Marathon Government Center, located 2798 Overseas Highway, Media Room – 1st Floor, Marathon, Florida, beginning at 9:30 AM.

1. Call to order.
2. Roll call.
3. Additions and deletions to the agenda.
4. Approval of the minutes for the June 25, 2025 meeting.
5. Approval of a resolution of the Monroe County Comprehensive Plan Land Authority resolution rescinding and replacing Resolution 03-2024; and authorizing a zero interest 50-year affordable housing construction loan in the form of a mortgage in the amount of \$6,720,000 for development of 56 affordable rental units known as the Landings at Sugarloaf Key on property legally described as a portion of Tracts A and B, Revised Plat of Amended Plat of Sugarloaf Shores Section F (PB 6-9) with Parcel ID No. 00166976-011300 and Parcel ID No. 00166976-011400 subject to a Land Use Restriction Agreement (LURA). (*Sugarloaf Landings property*)
6. Approval of a contract to purchase property for conservation within the City of Marathon - Block 34, Lot 1, Crains on Grassy Key near mile marker 58 from **Francia Maitte Van Arsdel-Moore, formerly known as Francia Maitte Van Arsdel** for the price of **\$14,000**.
7. Approval of a contract to purchase property for conservation within the City of Marathon - Block 54, Lot 6, Crains on Grassy Key near mile marker 58 from **MG FL Development, LLC** for the price of **\$14,000**.
8. Approval of a contract to purchase property for conservation within the City of Marathon - Block 56, Lot 16, Crains on Grassy Key near mile marker 58 from **Charles Weitzel** for the price of **\$14,000**.
9. Approval of a contract to purchase Tier 1 property for conservation - Block 11, Lot 60, Sunset Cove on Key Largo near mile marker 99 from **Suyapa Rivero** for the price of **\$25,000**.
10. Executive Director's report.
11. Adjournment.

ADA ASSISTANCE If you are a person with a disability who needs special accommodations in order to participate in these proceedings, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY
ADVISORY COMMITTEE

June 25, 2025

The Monroe County Comprehensive Plan Land Authority (MCLA) Advisory Committee held a meeting on Wednesday, June 25, 2025, in the first floor Media Room of the Marathon Government Center located at 2798 Overseas Highway, Marathon, Florida. The meeting was called to order by Chairman Leslie Valant at 9:30 AM. Present and answering roll call in addition to Chairman Valant were Linda Cunningham, Marv Schindler, and Sandi Williams. Erin Muir was absent. Also present were Executive Director Cynthia Guerra, Senior Property Acquisition Specialist Mark Rosch, and Office Manager John Beyers. Property Acquisition Specialist Paunece Scull, Property Specialist Dina Gambuzza, and Counsel Greg Oropeza participated via Zoom.

Following the call to order and roll call, the next item (Item 3) was additions and deletions to the agenda. Mr. Rosch advised the Committee to the agenda has a revision date of June 24, 2025, with the addition of items 9, 10, and 11. Mr. Schindler made a motion to approve the agenda, and Ms. Cunningham seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 4) was approval of the minutes for the May 28, 2025, meeting. Mr. Beyers advised the Committee of a correction of a typo (to strike the word “and” located on page 3, paragraph 2, line 1, third word). Ms. Cunningham made a motion to approve the minutes with the correction and Mr. Schindler seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 5) was approval of a contract to purchase property for conservation within the City of Marathon - Block 4, Lots 28 and 29, Sunset Bay on Grassy Key near mile marker 58 from Danny E. Borden and Gilda E. Garcia, formerly known as Gilda E. Borden, for the price of \$28,000. Mr. Rosch addressed the Committee. The subject property consists of two adjoining lots totaling 12,000 square feet and are located on Dennison Street on the bay side of Grassy Key. The City of Marathon does not have a Tier system. The property has a zoning designation of Residential Conservation (RC), and vegetation mapped as buttonwood. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$28,000 and Mr. Schindler seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 6) was approval of a contract to purchase property for conservation within the City of Marathon - Block 40, Lots 2 and 3, Crains on Grassy Key near mile marker 58 from John H. Cromartie, Jr. for the price of \$28,000. Mr. Rosch addressed the Committee. The subject property consists of two adjoining lots totaling 15,000 square feet and are located on an undeveloped portion of Lime Avenue on the bay side of Grassy Key. The City of Marathon does not have a Tier system. The property has a zoning designation of Residential conservation (RC), and vegetation mapped as hammock. Following discussion, Ms. Williams made a motion to approve the item at the purchase price of \$28,000 and Ms. Cunningham seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 7) was approval of a contract to purchase Tier 3 property for conservation - Block 4, Lot 19, Bahia Mar Estates on Key Largo, near mile marker 102 from Charles Merrick Sturup for the price of \$135,000. Mr. Rosch and Ms. Guerra addressed the Committee. The subject property consists of a 6,300 square foot lot and is located at 815 Madrid Road on the ocean side of Key Largo. The property has a tier designation of Tier 3 – Infill Area, a zoning designation of Improved Subdivision (IS), and vegetation mapped as hammock. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$135,000 and Ms. Williams seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 8) was approval of a contract to purchase Tier 1 property for conservation - Block 3, Lot 7, Paradise Point on Key Largo, near mile marker 105 from Paradise Point Estates, Inc. for the price of \$15,000. Mr. Rosch addressed the Committee. The subject property consists of a 5,000 square foot lot and is located on Coral Way on the bay side of Key Largo. The property has a tier designation of Tier 1 – Natural Area, a zoning designation of Native Area (NA), and vegetation mapped as hammock. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$15,000 and Mr. Schindler seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 9) was approval of a contract to purchase property for conservation within the City of Marathon - Block 2, Lot 7 and Block 56, Lot 15, Crains on Grassy Key near mile marker 58 from Austin Notgrass for the price of \$28,000. Mr. Rosch addressed the Committee. The subject property consists of two lots totaling 15,000 square feet and are on the bay side of Grassy Key. Lot 7 fronts an undeveloped portion of North Avenue and Crain Street and Lot 15 fronts an undeveloped portion of Croton Avenue. The City of Marathon does not have a Tier system. Lot 7 has a zoning designation of Conservation Native Area (C-NA), and Lot 15 has a zoning designation of Residential Conservation (RC); Lot 7 vegetation is mapped as hammock and Lot 15 vegetation is mapped as buttonwood, salt marsh, and water. Following discussion, Mr. Schindler made a motion to approve the item at the purchase price of \$28,000 and Ms. Williams seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 10) was approval of a contract to purchase property for conservation within the City of Marathon - Block 5, Lots 10 and 11, Sunset Bay on Grassy Key near mile marker 58 from Emilia Machado and Elizabeth Squitieri, formerly known as Elizabeth Machado Martinez, for the price of \$28,000. Mr. Rosch addressed the Committee. The subject property consists of two adjoining lots totaling 15,293 square feet and are located on Dennison Street on the bay side of Grassy Key. The City of Marathon does not have a Tier system. The property has a zoning designation of Conservation Native Area (C-NA), and vegetation mapped as buttonwood and mangrove. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$28,000 and Ms. Williams seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 11) was approval of a contract to purchase property for conservation within the City of Marathon - Block 4, Lot 23, Sunset Bay on Grassy Key near mile marker 58 from Ricardo Cano for the price of \$14,000. Mr. Rosch addressed the Committee. The subject property consists of 6,000 square feet and is located on Dennison Street on the bay side of Grassy Key. The

City of Marathon does not have a Tier system. The property has a zoning designation of Residential Conservation (RC) and vegetation mapped as buttonwood and mangrove. Following discussion, Ms. Cunningham made a motion to approve the item at the purchase price of \$14,000 and Ms. Williams seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 12) was to recommend approval of resolutions of the Monroe County Comprehensive Plan Land Authority approving option agreements to sell pre-acquired Florida Forever land as follows:

- a) Lots 5 and 18, Block 12, Thompsons on Key Largo to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$69,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. (Gonzalez property)

Ms. Cunningham made a motion to recommend approval of item 12a as listed in the agenda and Ms. Schindler seconded the motion. There being no objections, the motion carried 4/0.

The next item (Item 13) was the Executive Director's report. The committee requested information regarding the status of Florida Forever funding. Ms. Guerra reported that Florida Forever only received \$18M for state-wide conservation land purchasing for the State's FY25-26, down from over \$200M in the prior year. DEP has advised the Land Authority that there is no funding available in the State's FY25-26 for resales in Monroe County. This does not affect the Land Authority's ability to purchase land. The budget outlook provided to the committee shows there is funding remaining in the Land Authority budget for land purchases in the unincorporated Keys for FY25, and there will be funding available for the County's FY26.

The next MCLA Advisory Committee meeting is scheduled for Wednesday, July 30, 2025. Ms. Cunninham, Mr. Schindler, Ms. Williams, and Chairman Valant said they would be able to attend.

There being no further business, the meeting was adjourned at 10:21 AM.

Prepared by: _____
John Beyers
Office Manager

Approved by the Advisory Committee on _____.

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AGENDA ITEM WORDING: Approval of a resolution of the Monroe County Comprehensive Plan Land Authority resolution rescinding and replacing Resolution 03-2024; and authorizing a zero interest 50-year affordable housing construction loan in the form of a mortgage in the amount of \$6,720,000 for development of 56 affordable rental units known as the Landings at Sugarloaf Key on property legally described as a portion of Tracts A and B, Revised Plat of Amended Plat of Sugarloaf Shores Section F (PB 6-9) with Parcel ID No. 00166976-011300 and Parcel ID No. 00166976-011400 subject to a Land Use Restriction Agreement (LURA).

ITEM BACKGROUND:

Rural Neighborhoods, Inc. (RN), Developer, is proposing to construct 56 affordable housing units as follows:

6 units at 30% of Area Median Income (AMI)

14 units at 50% of AMI

8 units at 60% of AMI

24 units at 70% of AMI

4 units at 80% of AMI

56 TOTAL UNITS

Land Authority funding may be used for affordable housing as long as the maximum income of residents does not exceed 160% of AMI.

RN has successfully secured \$2,375,00 in Low Income Housing Tax Credits and \$4,900,400 in SAIL funds to support the project known as Landings at Sugarloaf Key. In August of 2023, RN estimated construction costs and insurance costs and requested \$2,240,000 in gap funding for construction from the Monroe County Land Authority. At the time of the request, the developer provided a development cost proforma that was part of their Florida Housing Finance Corporation (FHFC) request, but construction bids for final estimates were still pending.

In January of 2024, the Monroe County Board of County Commissioners approved Resolution 037-2024 (attached) requesting the Land Authority assist by providing a zero interest 50-year construction loan of up to \$2,240,000 to assist with the development of the project, with a final amount to be determined once the construction bids were known. Also in January of 2024, the Governing Board of the Land Authority approved Resolution 03-2024 (attached) committing to encumber \$2,240,000 for the construction loan, with the final amount to be determined after construction bids were included in the proforma.

In May of 2025, the developer provided an updated proforma including a construction bid, and requested to increase the construction loan amount to a total of \$6,720,000 (attached). The justification for the increase was based on continuing increases in construction costs, a lower than anticipated market price for sales of LIHTCs and increases in impact fees, insurance rates and utility installation fees. The annual allocation of tax credits is expected to generate \$19,116,638 for the project, down from the original estimate of \$21,847,815, an almost \$3,000,000 decrease from original projections.

As required by the Land Authority, a Subsidy Layering Report (attached) was received from the FHFC underwriter after receipt of the updated proforma. The Land Authority's consultant professional on workforce and affordable housing reviewed the Subsidy Layering Report and the proforma, and based on this information, the consultant concurs the increased loan amount requested is justified to support the development of the affordable housing units at Sugarloaf Landings.

The Land Authority is recommending approval to encumber \$ 3,360,000 in FY26, and to encumber \$3,360,000 in FY27 pending availability of FY27 funds, for a total of \$ 6,720,000 in a zero interest, 50-year construction funding loan for the project. The FY27 encumbrance may be moved to future years depending on fund availability.

In accordance with Section 380.0666(3)(a), Florida Statutes, the Land Authority will transfer funds to the County for disbursement to the developer. Upon completion of the closing between Developer and the Florida Housing Finance Corporation, the developer will be required to record a promissory note, a mortgage and a Land Use Restriction Agreement (LURA) restricting use of the Subject property to affordable housing in perpetuity.

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY RESCINDING AND REPLACING *RESOLUTION 03-2024*; AND AUTHORIZING A ZERO INTEREST 50-YEAR AFFORDABLE HOUSING CONSTRUCTION LOAN IN THE FORM OF A MORTGAGE IN THE AMOUNT OF \$6,720,000 FOR DEVELOPMENT OF 56 AFFORDABLE RENTAL UNITS KNOWN AS THE LANDINGS AT SUGARLOAF KEY ON PROPERTY LEGALLY DESCRIBED AS A PORTION OF TRACTS A AND B, REVISED PLAT OF AMENDED PLAT OF SUGARLOAF SHORES SECTION F (PB 6-9) WITH PARCEL ID NO.00166976-011300 AND PARCEL ID NO. 00166976-011400; SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA).

WHEREAS, The Landings at Sugarloaf Key, LLC, (hereinafter “Developer”) has a contract to purchase a site legally described as a portion of Tracts A and B, Revised Plat of Amended Plat of Sugarloaf Shores, Section F (PB 6-9) as shown in Exhibit A and Exhibit B with Parcel ID#00166976-011300 and Parcel ID# 00166976-011400; and

WHEREAS, the Developer received approval of a project for 88 affordable rental units which was later reduced through legal settlement agreement to 56 affordable rental units; and

WHEREAS, the property owner has obtained 56 affordable Rate of Growth Ordinance (ROGO) allocations, through reservation by the Board of County Commissioners,

WHEREAS, the conditions of the ROGO allocations which will control the maximum affordability rates for the developed affordable housing, that are more restrictive than the income limit required by Monroe County Land Authority Statute 380.0666 (3)(a); and

WHEREAS, the proposed development of 56 affordable rental units is consistent with the policies of the County’s Comprehensive Plan and Land Development Regulations; and

WHEREAS, the Developer has received an award of an annual allocation of \$2,375,000 in Low Income Housing Tax Credits (LIHTC) and \$4,900,400 in SAIL funds from the Florida Housing Finance Corporation (hereinafter “FHFC”); and

WHEREAS, the annual allocation of LIHTCs is expected to generate \$19,116,638 for the project; and

WHEREAS, in August 2023, the Developer requested a zero interest, 50-year construction loan in the amount of \$2,240,000 from the Monroe County Comprehensive Plan Land Authority (hereinafter "Authority") to fill a funding gap caused by increased construction costs, increased interest rates, and increases in wind, flood, and builders risk insurance, since the initial FHFC award; and

WHEREAS, in Resolution 037-2024, Monroe County requested the Authority to assist in development of the Landings at Sugarloaf Key by providing said \$2,240,000 construction loan on a portion of Tracts A and B, Revised Plat of Amended Plat of Sugarloaf Shores, Section F (PB 6-9) as shown in Exhibit A and Exhibit B, with Parcel ID# 00166976-011300 and Parcel ID# 00166976-011400 (hereinafter "Subject Property") for affordable rental housing; and

WHEREAS, the Land Authority Advisory Committee added the project to the Land Authority priority list on January 8, 2024 and voted 4/0 to recommend approval of said \$2,240,000 loan; and

WHEREAS, the Land Authority Governing Board adopted Resolution 03-2024 on January 31, 2024, to encumber funds to provide a zero interest, 50-year construction funding loan for up to \$2,240,000; and

WHEREAS, in May 2025, the Developer requested to increase the construction loan amount to a revised total of \$6,720,000 based on continuing increases in construction costs, a lower than anticipated market price for sales of LIHTCs and increases in impact fees, insurance rates and utility installation fees; and

WHEREAS, the Land Authority commissioned a Subsidy Layering Report prepared by the FHFC underwriter, which was reviewed along with the developers proforma by the Authority's consultant professional on workforce and affordable housing, and based on this information, the consultant concurs the revised loan amount is justified to support the development of the affordable housing units; and

WHEREAS, in XX-XXXX, Monroe County desires the Authority to assist in development of the Landings at Sugarloaf Key by providing the revised total amount of construction funding requested of \$6,720,000 for affordable rental housing; and

WHEREAS, as required by Monroe County Land Authority Statute 380.0666 (3)(a), Authority Funds will be transferred to the County for County disbursement to the Developer; and

WHEREAS, the Land Authority Advisory Committee considered this resolution on July 30, 2025 and voted X/X to recommend approval for the revised total amount of construction funding requested of \$6,720,000;

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Land Authority Governing Board Resolution 03-2024 is hereby rescinded and replaced by this Resolution.

Section 3. The Authority is hereby committed to encumber \$3,360,000 in FY26, and to encumber \$3,360,000 in FY27 pending availability of FY27 funds, for a total of \$6,720,000 in a zero interest, 50-year construction funding loan for the Landings at Sugarloaf Key project. Encumbrances may be moved to future years depending on fund availability.

Section 4. Upon completion of the closing between Developer and the Florida Housing Finance Corporation along with recordation of a promissory note, mortgage and Land Use Restriction Agreement (LURA) shown in Exhibit "C" restricting use of the Subject property to affordable housing in accordance with Section 380.0666(3)(a), Florida Statutes, in perpetuity, the Authority will transfer FY26 funds to the County for disbursement to the Developer, as described in Section 3 herein. The balance will be transferred in FY27 or future years depending on fund availability.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this 20th day of August, 2025.

Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner James Scholl _____
Commissioner Holly Raschein _____
Chairman David Rice _____

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra
Executive Director

David P. Rice
Chairman

Approved as to form and legality

Gregory Oropeza, Esquire

Exhibit A

A portion of Tract A, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows, to-wit:

LEGAL DESCRIPTION - PARENT PARCEL

Tract B, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida.

LEASE AREA LEGAL DESCRIPTION - LANDINGS PARCEL-

A portion of Tract A, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the Southerly Right of Way line of U.S. Highway No. 1 as shown on said plat of SUGARLOAF SHORES, SECTION F and the Easterly Right of Way line of South Point Drive as shown on said plat of SUGARLOAF SHORES, SECTION F, said point also being the Northwesterly corner of said Tract A; thence N56°02'40"E along said Southerly Right of Way line of U.S. Highway No. 1, for a distance of 515.49 feet to a point; thence S33°57'20"E and parallel with said Easterly Right of Way line of South Point Drive, for a distance of 164.31 feet to a point; thence S56°02'40"W and parallel with said Southerly Right of Way line of U.S. Highway No. 1 for a distance of 515.49 feet to a point; thence N33°57'20"W along the said Easterly Right of Way line of South Point Drive a distance of 164.31 feet back to the Point of Beginning. Said parcel of land contains 84,700.17 square feet, or 1.944 acres, more or less.

Exhibit B

LEGAL DESCRIPTION - PARENT PARCEL

Tract B, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida.

LEASE AREA LEGAL DESCRIPTION - DOCKSIDE PARCEL-

A portion of Tract B, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the Southerly Right of Way line of U.S. Highway No. 1 as shown on said plat of SUGARLOAF SHORES, SECTION F and the Westerly Right of Way line of South Point Drive as shown on said plat of SUGARLOAF SHORES, SECTION F, said point also being the Northeasterly corner of said Tract B; thence S33°57'20"E along the said Westerly Right of Way line of South Point Drive, for a distance of 300 feet to a point on the Northerly Right of Way line of Cypress Road as shown on said plat of SUGARLOAF SHORES, SECTION F, said point also being the Southeasterly corner of said Tract B; thence S56°02'40"W along said Northerly Right of Way line of Cypress Road for a distance of 275.00 feet to a point of curvature; thence continuing along said Northerly Right of Way line of Cypress Road on a curve to the right, having a radius of 25.00 feet, a central angle of 35°45'14", a chord bearing of S73°55'17"W, a chord length of 7.82 feet, for an arc length of 7.95 feet to a point; thence N33°59'48"W and leaving said curve for a distance of 297.82 feet to a point on the Southerly Right of Way line of U.S. Highway No. 1 as shown on said plat of SUGARLOAF SHORES, SECTION F; thence N56°02'40"E along said Southerly Right of Way line of U.S. Highway No. 1 for a distance of 282.55 feet back to the Point of Beginning. Said parcel of land contains 84,711.15 square feet, or 1.945 acres, more or less.

Exhibit C

BALLOON PROMISSORY NOTE

For the purposes of this Note the following definitions shall apply:

PRINCIPAL AMOUNT: \$ _____ U.S.

DATE OF NOTE: _____, 2024

MATURITY DATE: _____, 2074

INTEREST RATE: (0.00%) Zero Percent

BORROWER: _____

LENDER: MONROE COUNTY COMPREHENSIVE PLAN LAND
AUTHORITY, a land authority under Section 380.0663(1), Florida
Statutes and Monroe County Ordinance No. 031-1986, with an
address of 1200 Truman Avenue, Suite 207, Key West, Florida
33040

THIS PROMISSORY NOTE (the "Note") is made by Borrower for the benefit of Lender.

SUCH THAT;

FOR VALUE RECEIVED, the Borrower does hereby covenant and promise to pay to the order of the Lender or to its successors or assigns, at the Lender's Address or at such other place as the Lender may designate to the Borrower in writing from time to time, in legal tender of the United States, the Principal Amount of this Note, or so much thereof as may be advanced by the Lender pursuant to Mortgage and Security Agreement of even date herewith between the Borrower and the Lender (together with any amendments, modifications, supplements or restatements thereof, the "Mortgage," the capitalized terms used herein and not otherwise defined herein having the meanings given to such terms in said Mortgage), a lump sum balloon payment of all outstanding principal on or before _____, 2074.

The Borrower will be in default under this agreement and all the documents given in connection herewith and Lender may declare the sums secured herein immediately due and payable upon the occurrence of any of the following Events: (i) upon any default in the payment of any sum after the same shall become due hereunder or due by the Borrower hereof to the Lender under any other promissory note or under any security instrument or other written obligation of any kind now existing or hereafter created; or (ii) upon the insolvency, bankruptcy, dissolution, death or incompetency of the Borrower, or (iii) if Borrower fails to perform any of the Affirmative Duties to be performed by Borrower in this Agreement or any document given in connection herewith, including but not limited to that certain Land Use Restriction Agreement executed on

even date herewith, and such failure continues for 30 days after written notice thereof has been given to Borrower by the Lender.

While Borrower is in default and at any time thereafter during the continuance of such default, the Lender may, at the same or different times, declare the amount then remaining unpaid on any notes or renewal notes issued under this Agreement to be forthwith due and payable, anything herein contained or in any note or any renewal note to the contrary notwithstanding.

This Note and all of the other Obligations are secured by a real estate Mortgage, Assignment, and Security Agreement of even date herewith from the Borrower to the Lender (the "Mortgage"), encumbering real property situated in the State of Florida, to which reference is hereby made for a description of said real property and other collateral, the nature and extent of the security, the rights of the Lender in respect thereof and the terms and conditions upon which this Note is issued. The Lender shall be under no duty to enforce payment out of the Collateral securing this Note.

A default under the terms of the Mortgage or any of the other Loan Documents executed in connection therewith shall be and constitute a default under this Note. The unpaid balance of the Principal Amount, plus accrued and unpaid interest thereon, and all of the other Obligations, shall become due and payable at the option of the Lender upon the happening of any event by which said sums shall or may become due and payable under the terms of the Mortgage or the other Loan Documents.

This Note may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement or any waiver, change, modification or discharge is sought.

The provisions of this Note shall be construed and interpreted, and all rights and obligations of the parties hereunder determined in accordance with the laws of the State of Florida. This note is being executed and delivered by the Borrower to the Lender in Monroe County, Florida.

Dated this ____ day of _____, 2024:

Borrower:

By:

As:

This Instrument Prepared By:
Gregory S. Oropeza, Esq.
OROPEZA, STONES & CARDENAS, PLLC
221 Simonton Street
Key West, FL 33040
305-294-0252

FLORIDA DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$_____ AND INTANGIBLE TAX IN THE AMOUNT OF \$_____ ARE DUE WITH RESPECT TO THE NOTE DATED _____ AND ARE PAID AND AFFIXED TO THIS INSTRUMENT. THE PROMISSORY NOTE SECURED BY THIS MORTGAGE IS A BALLOON MORTGAGE AND THE PRINCIPAL BALANCE OWED UPON MATURITY IS \$_____.

MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement is made this ___ day of _____, _____ between _____ (“Mortgagor”), and MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under Section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, with an address of 1200 Truman Avenue, Suite 207, Key West, Florida 33040

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of _____ and 00/100 DOLLARS (\$_____), as evidenced by that certain promissory note of even date herewith, executed by Mortgagor has delivered to Mortgagee (the “Note”), which by reference is made a part hereof to the same extent as though set out in full herein;

NOW, THEREFORE to secure the performance by Mortgagor of all covenants and conditions in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interests and rights hereinafter described with such payment and performance and to secure additional advances, renewals, extensions and modifications thereof and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), Mortgagor does hereby mortgage, sell, pledge and assign to Mortgagee and where applicable grant a security interest in:

THE MORTGAGED PROPERTY

(A) All of the land in the County of Monroe, State of Florida, known as the property located at _____, with a parcel identification number of 00166976-011300 & 00166976-011400, more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO

“the Mortgaged Property”

To have and to hold the same, together with all the improvements now or hereafter erected on such property and all fixtures now or hereafter attached thereto, together with each and every tenements, hereditaments, easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and also all the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple.

(B) Together with a security interest in all personal property, excluding household goods which are not purchased with the proceeds of the Note, and fixtures affixed to or located on the property described in paragraph (A).

(C) Together with all rents, leases, issues, profits, revenue, income proceeds and other benefits from the property described in paragraph (A) hereof to be applied to the indebtedness secured hereby, provided however, that permission is hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive, and use such benefits from the property as they become due and payable, but not in advance thereof.

(D) All insurance policies and proceeds thereof and all condemnation proceeds, awards, damages, and claims relating to or derived from the property described in paragraphs (A), (B) and (C) hereof.

(E) Everything referred to in paragraphs (A), (B), (C) and (D) hereof and any additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or any part of these properties is herein referred to as the “Mortgaged Property.”

PROVIDED ALWAYS, that if Mortgagor shall pay to Mortgagee the Note at the times and in the manner stipulated therein and in all other instruments securing the Note, including renewals, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with Mortgagee as follows:

1. **Compliance with Note and Mortgage; Warranty of Title.** Mortgagor shall comply with all provisions of this Mortgage and of every other instrument securing the Note, including but not limited that certain Land Use Restriction Agreement executed on even date herewith by Mortgagor in favor of Mortgagee, and will promptly pay to Mortgagee the principal and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Mortgagor covenants that Mortgagor owns and is indefeasibly seized of the Mortgaged Property in fee simple, that the Mortgaged Property is free from all encumbrances except as noted in the legal description above, that Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by the Mortgage, that Mortgagee may peaceably and quietly enjoy the Mortgaged Property, and that

Mortgagor will defend the Mortgaged Property against the claims of all persons whomsoever, and that Mortgagor so warrants.

2. **Payment of Taxes and Liens.** Mortgagor shall pay all the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now on the Mortgaged Property or that hereafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments are to be made when due and payable according to law before they become delinquent and before any interest attaches or any penalty is incurred.

3. **Insurance.** Mortgagor shall keep the Mortgaged Property and the improvements now existing or hereafter erected on the Mortgaged Property insured as may be required from time to time by Mortgagee against loss by fire, other hazards and contingencies (including flood hazards and related occurrences in the event any portion of the Mortgaged Property is located in a flood hazard area as may be identified from time to time) in such amounts and for such periods as may be required by Mortgagee. Mortgagor shall pay promptly, when due, any premiums on such insurance. All insurance shall be carried with companies approved by Mortgagee and the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of either to Mortgagor or Mortgagor and Mortgagee jointly. Insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. **Condemnation.** If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensations, awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensations, awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee and Mortgagee after deducting therefrom all its expenses including attorney's fees may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instrument securing the Note.

Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

5. **Care of Mortgaged Property.** Mortgagor shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the written consent of Mortgagee. Mortgagor shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any injury, damage, or impairment of or occurring on the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection.

6. **Mortgagee's Right to Make Certain Payments.** In the event Mortgagor fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Mortgagee may at its option pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances or any part thereof, to produce and pay for such insurance or to make and pay for such repairs. Mortgagee shall have no obligation on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien equity or right of Mortgagee under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

7. **Payment of Expenses.** Mortgagor shall pay all the costs, charges and expenses, including reasonable attorney's fees whether incurred at trial or appellate level, disbursements and cost of abstracts of title, incurred or paid at any time by Mortgagee due to the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Note.

8. **Additional Documents.** At all times this Mortgage is in effect, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and thereafter to be re-recorded or refiled at such time and in such places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge, perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage and all other instruments securing the Note, and the lien of this Mortgage as first and prior lien upon all the Mortgaged Property. Upon any failure by Mortgagor to do so, Mortgagee may make,

execute, record, file, re-record, or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do all things necessary to effectuate or assure compliance with this paragraph.

9. **Event of Default.** Any one of the following shall constitute an event of default:

(a) Failure by Mortgagor to pay, as and when due and payable, any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Note.

(b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, any other instrument securing the Note or any other instrument collateral to the Note, including but not limited the Land Use Restriction Agreement executed on even date herewith, or executed in connection with the sums secured hereby for a period of ten (10) days after Mortgagee gives written notice specifying the breach.

(c) If either Mortgagor or any guarantor or endorser of the Note: (i) files a voluntary petition in bankruptcy, (ii) is adjudicated bankrupt or insolvent; (iii) dies or is judicially determined to be incompetent; (iv) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (v) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or (vi) makes any general assignment for the benefit of creditors, or (vii) makes any admission in writing of its inability to pay its debts generally as they become due; or (viii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive from the date of entry thereof; or (ix) any trustee, receiver or liquidator of Mortgagor of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.

(d) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or any other instrument securing the Note.

(e) The occurrence of any default under the terms of any mortgage or other security instrument which creates a lien or other security interest on or in the Mortgaged Property.

10. **Acceleration.** If an event of default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums

secured hereby, to be due and payable immediately. Upon such declaration such principal and interest and other sums shall immediately be due and payable without demand or notice.

11. **Remedies after Default.** Upon an event of default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) collect all rents, issues, profits, revenue, income and other benefits from the Mortgaged Property; (d) appoint a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenue, income, and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law; and (e) pursue any other remedy available to it including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as Mortgagee may determine.

12. **No Waiver.** No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

13. **Non-Exclusive Remedies.** No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, now or hereafter existing at law, in equity or by statute.

14. **Successors and Assigns Bound.** Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefits of their respective heirs, successors and assigns, whether or not so expressed.

15. **Miscellaneous.** In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

16. **Attorney's Fees.** The term "attorney's fees" as used in this Mortgage includes any and all legal fees of whatever nature including, but not limited to, attorneys' fees, paralegals' fees, legal assistants' fees and fees resulting from any appeal of any interlocutory order or final judgment or any other appellate proceeding arising out of any litigation.

17. **Obligation of Mortgagor.** Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record.

18. **No Transfer.** It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the creditworthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be void. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an event of default hereunder.

19. **Default Rate.** The Default Rate shall be the highest rate permitted by applicable law.

20. **Changes to Mortgage.** No modifications to this Mortgage or to any other loan document executed in connection herewith shall be valid or effective unless the same is in writing and signed by Mortgagor and Mortgagee.

21. **Documentary Stamp Tax/Intangible Tax.** Mortgagor, its heirs, personal representatives, successors and assigns, indemnify and agree to defend and hold Mortgagee harmless against Florida documentary stamp and intangible taxes, if any, imposed upon Mortgagee by virtue of its execution and acceptance of this document or its ownership of the Note, and as from time to time further modified and restated, including any penalties, interest, and attorneys' fees incurred by Mortgagee in connection therewith, and all such charges shall be secured by the lien of the Mortgage, and as from time to time amended, and bear interest at the default rate provided in the Note from the date of advance by Mortgagee until paid by Mortgagor. The provisions of this paragraph shall survive the repayment of the Note and the indebtedness evidenced thereby, and satisfaction of the Mortgage, and shall continue for so long as a claim may be asserted by the State of Florida or any of its agencies.

Signature Page Immediately Following

IN WITNESS WHEREOF, this instrument has been executed on the date first above written.

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged by means of physical presence before me this ____ day of _____ of _____ by _____ as _____ of _____.

Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known ____ (OR) Produced Identification ____
Type of identification produced _____

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Gregory S. Oropeza, Esq.
Oropeza, Stones, & Cardenas. PLLC
221 Simonton Street
Key West, FL 33040

LAND USE RESTRICTION AGREEMENT

VACANT LAND SUGARLOAF KEY, FLORIDA PARCEL IDENTIFICATION NUMBERS 00166976-011400 & 00166976-011300

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 20__, between _____ (hereinafter "Grantor" and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

RECITALS

A. This Agreement pertains to the real property located on Sugarloaf Key, Florida bearing Parcel Identification Numbers 00166976-011400 & 00166976-011300 as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property").

B. In accordance with Land Authority Resolution No, _____ the Land Authority approved financing in the amount of _____ for the purpose of development of affordable housing on the Property.

C. As a condition of extending a loan to Grantor for development of affordable housing on the Property, Grantor has agreed that the Property shall comply with the affordable housing requirements specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Land Authority do hereby contract and agree as follows:

ARTICLE I COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS

In order to comply with the Land Authority's requirements pursuant to Section 380.0663(1), *et seq.*, Florida Statutes and Monroe County Ordinance No. 031-1986, Grantor hereby covenants and agrees as follows:

- 1.01 The restrictions contained in this Article I shall not expire, shall run with the Property in perpetuity and shall be binding upon Grantor, its successors, or assigns.
- 1.02 Use of the Property shall be restricted to the provision of affordable housing for families or households whose income does not exceed 160% of the Area Median Income. Nothing herein shall preclude Monroe County or any other entity providing affordable housing on the Property from setting more restrictive income limits than those imposed by this Agreement.
- 1.03 The Grantor is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

ARTICLE II **CONSIDERATION**

In addition to other purposes, the Land Authority has extended a loan to Grantor for the Property as an inducement to the Grantor to restrict use of the Property to affordable housing in perpetuity. In consideration of said Land Authority extension of a loan for the foregoing purposes, the Grantor and the Land Authority have entered into this Agreement.

ARTICLE III **RELIANCE**

In performing its duties hereunder, the Land Authority may rely upon statements and certificates of the Grantor, its tenants, and the residents of the Property believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of Grantor pertaining to occupancy of the Property.

ARTICLE IV **TERM**

This Agreement shall become effective upon its execution and delivery and shall remain in full force and effect without expiration, unless modified by mutual written consent of the parties.

ARTICLE V **ENFORCEMENT**

If Grantor defaults in the performance of its obligations under this Agreement or breaches any material covenant, agreement or warranty of Grantor set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the Land Authority to Grantor, then the Land Authority may take any action at law or in equity or otherwise to address said default(s). However, if the default stated in such notice can be corrected, but not within the thirty (30) day period, and if Grantor adopts a plan to correct or cure the default and commences the correction within the thirty (30) day period (subject to any rights

of tenants in possession of units under a valid lease agreement), and thereafter diligently pursues the same to completion within such extended period, the Land Authority shall not have waived its right of enforcement if the default remains uncured after the expiration of the extended cure period.

ARTICLE VI
RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

6.01. Upon execution Grantor shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public records of Monroe County and shall pay all fees and charges incurred in connection therewith.

6.02 This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, Grantor and Land Authority and their respective successors and assigns during the term of this Agreement.

ARTICLE VII
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

ARTICLE VIII
NOTICE AND EFFECT

All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Land Authority: Monroe County Land Authority
1200 Truman Avenue, Suite 207
Key West, FL 33040
Attention: Executive Director

Grantor:

Any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

ARTICLE IX
MISCELLANEOUS

9.01. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

9.02. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, Grantor and Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

Grantor

Print: _____

By: _____

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20__ by _____. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, Grantor and Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

MONROE COUNTY COMPREHENSIVE PLAN
LAND AUTHORITY

Print: _____

By: _____

David P. Rice, Chairman

Print: _____

Address: 1200 Truman Avenue, Suite 207
Key West, FL 33040

Approved as to form and legality

[SEAL]

Gregory S. Oropeza, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 20__, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

RESOLUTION NO. 037 - 2024

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSION NOMINATING PROPERTY FOR UP TO \$2,240,000 FOR A ZERO INTEREST 50-YEAR AFFORDABLE HOUSING CONSTRUCTION LOAN FOR HARD CONSTRUCTION COSTS FOR DEVELOPMENT OF 56 AFFORDABLE RENTAL UNITS ON PROPERTY LEGALLY DESCRIBED AS A PORTION OF TRACTS A AND B, REVISED PLAT OF AMENDED PLAT OF SUGARLOAF SHORES, SECTION F (PB 6-9) AS SHOWN IN EXHIBIT A AND EXHIBIT B WITH PARCEL ID#00166976-011300 AND PARCEL ID#00166976-011400.

WHEREAS, The Landings at Sugarloaf Key, LLC, (hereinafter “Developer”) has a contract to purchase a site legally described as a portion of Tracts A & B, Revised Plat of Amended Plat of Sugarloaf Shores, Section F (PB 6-9) as shown in Exhibit A and Exhibit B with Parcel ID#00166976-011300 and Parcel ID# 00166976-011400; and

WHEREAS, the Developer received approval of a project for 88 affordable rental units which was later reduced through legal settlement agreement to 56 affordable rental units; and

WHEREAS, the Developer has applied for and received a positive recommendation on August 24, 2023 to receive \$2,375,000 in Low Income Housing Tax Credits (LIHTC) and \$4,900,400 in SAIL funds from the Florida Housing Finance Corporation (hereinafter “FHFC”); and

WHEREAS, the Developer expects to sell LIHTCs to an investor limited partner to be selected that will provide \$21,847,815 toward the project, and

WHEREAS, the Developer has indicated the project is in need of funding toward construction because of increased construction costs, increased interest rates, and increases in wind, flood, and builders risk insurance, since the initial FHFC award; and

WHEREAS, on August 29, 2023 the Developer requested \$2,240,000 from the Land Authority, as a zero interest, 50 year construction loan; and

WHEREAS, Monroe County desires the Monroe County Comprehensive Plan Land Authority (hereinafter “Authority”) to assist in development of Sugarloaf Landings by providing a zero interest, 50 year construction funding loan for up to \$2,240,000 on a portion of Tracts A and B, Revised Plat of Amended Plat of Sugarloaf Shores, Section F (PB 6-9) as shown in Exhibit A and Exhibit B, with Parcel ID# 00166976-011300 and Parcel ID# 00166976-011400 (hereinafter “Subject Property”) for affordable rental housing; and

WHEREAS, the Developer has not bid construction as of yet and the amount of construction loan funds requested could change; and

WHEREAS, the property owner has obtained 56 Rate of Growth Ordinance (ROGO) allocations through reservation by the Board of County Commissioners, which will control the maximum affordability rates for the developed affordable housing and which may be more restrictive than those rates required by Monroe County Land Authority Statute 380.0666 (3)(a); and

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The County hereby nominates the Subject Property for up to \$2,240,000 for a zero interest, 50-year construction funding loan for the project by the Authority.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Monroe County Board of County Commission at a regular meeting on this 31st day of January, 2024.

| | |
|---|------------|
| Mayor Holly Merrill Raschein, District 5 | <u>Yes</u> |
| Mayor Pro Tem James K. Scholl, District 3 | <u>Yes</u> |
| Commissioner Craig Cates, District 1 | <u>Yes</u> |
| Commissioner Michelle Lincoln, District 2 | <u>Yes</u> |
| Commissioner David Rice, District 4 | <u>Yes</u> |

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: 
Mayor Holly Merrill Raschein



ATTEST KEVIN MADOK, CLERK

By: 
As Deputy Clerk

APPROVED AS TO FORM & LEGAL SUFFICIENCY
Monroe County Attorney's Office


Nathalia Mellies Archer
Assistant County Attorney

FILED FOR RECORD
2024 FEB -5 PM 1:31
CLK. CIR. CL.
MONROE COUNTY, FLA.

Exhibit A

A portion of Tract A, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows, to-wit:

LEGAL DESCRIPTION - PARENT PARCEL

Tract B, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida.

LEASE AREA LEGAL DESCRIPTION - LANDINGS PARCEL-

A portion of Tract A, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the Southerly Right of Way line of U.S. Highway No. 1 as shown on said plat of SUGARLOAF SHORES, SECTION F and the Easterly Right of Way line of South Point Drive as shown on said plat of SUGARLOAF SHORES, SECTION F, said point also being the Northwesterly corner of said Tract A; thence N56°02'40"E along said Southerly Right of Way line of U.S. Highway No. 1, for a distance of 515.49 feet to a point; thence S33°57'20"E and parallel with said Easterly Right of Way line of South Point Drive, for a distance of 164.31 feet to a point; thence S56°02'40"W and parallel with said Southerly Right of Way line of U.S. Highway No. 1 for a distance of 515.49 feet to a point; thence N33°57'20"W along the said Easterly Right of Way line of South Point Drive a distance of 164.31 feet back to the Point of Beginning. Said parcel of land contains 84,700.17 square feet, or 1.944 acres, more or less.

Exhibit B

LEGAL DESCRIPTION - PARENT PARCEL

Tract B, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida.

LEASE AREA LEGAL DESCRIPTION - DOCKSIDE PARCEL-

A portion of Tract B, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the Southerly Right of Way line of U.S. Highway No. 1 as shown on said plat of SUGARLOAF SHORES, SECTION F and the Westerly Right of Way line of South Point Drive as shown on said plat of SUGARLOAF SHORES, SECTION F, said point also being the Northeasterly corner of said Tract B; thence S33°57'20"E along the said Westerly Right of Way line of South Point Drive, for a distance of 300 feet to a point on the Northerly Right of Way line of Cypress Road as shown on said plat of SUGARLOAF SHORES, SECTION F, said point also being the Southeasterly corner of said Tract B; thence S56°02'40"W along said Northerly Right of Way line of Cypress Road for a distance of 275.00 feet to a point of curvature; thence continuing along said Northerly Right of Way line of Cypress Road on a curve to the right, having a radius of 25.00 feet, a central angle of 35°45'14", a chord bearing of S73°55'17"W, a chord length of 7.82 feet, for an arc length of 7.95 feet to a point; thence N33°59'48"W and leaving said curve for a distance of 297.82 feet to a point on the Southerly Right of Way line of U.S. Highway No. 1 as shown on said plat of SUGARLOAF SHORES, SECTION F; thence N56°02'40"E along said Southerly Right of Way line of U.S. Highway No. 1 for a distance of 282.55 feet back to the Point of Beginning. Said parcel of land contains 84,711.15 square feet, or 1.945 acres, more or less.

RESOLUTION NO. 03-2024

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY COMMITTING TO ENCUMBER UP TO \$2,240,000 FOR A ZERO INTEREST 50-YEAR AFFORDABLE HOUSING CONSTRUCTION LOAN FOR HARD CONSTRUCTION COSTS FOR DEVELOPMENT OF 56 AFFORDABLE RENTAL UNITS ON PROPERTY LEGALLY DESCRIBED AS A PORTION OF TRACTS A AND B, REVISED PLAT OF AMENDED PLAT OF SUGARLOAF SHORES, SECTION F (PB 6-9) AS SHOWN IN EXHIBIT A AND EXHIBIT B WITH PARCEL ID#00166976-011300 AND PARCEL ID#00166976-011400 SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA).

WHEREAS, The Landings at Sugarloaf Key, LLC, (hereinafter "Developer") has a contract to purchase a site legally described as a portion of Tracts A & B, Revised Plat of Amended Plat of Sugarloaf Shores, Section F (PB 6-9) as shown in Exhibit A and Exhibit B with Parcel ID#00166976-011300 and Parcel ID# 00166976-011400; and

WHEREAS, the Developer received approval of a project for 88 affordable rental units which was later reduced through legal settlement agreement to 56 affordable rental units; and

WHEREAS, the Developer has applied for and received a positive recommendation on August 24, 2023 to receive \$2,375,000 in Low Income Housing Tax Credits (LIHTC) and \$4,900,400 in SAIL funds from the Florida Housing Finance Corporation (hereinafter "FHFC"); and

WHEREAS, the Developer expects to sell LIHTCs to an investor limited partner to be selected that will provide \$21,847,815 toward the project, and

WHEREAS, the Developer has indicated the project is in need of funding toward construction because of increased construction costs, increased interest rates, and increases in wind, flood, and builders risk insurance, since the initial FHFC award; and

WHEREAS, on August 29, 2023 the Developer requested \$2,240,000 from the Land Authority, as a zero interest, 50 year construction loan; and

WHEREAS, as evidenced by Resolution 037-2024, Monroe County desires the Monroe County Comprehensive Plan Land Authority (hereinafter "Authority") to assist in development of Sugarloaf Landings by providing a zero interest, 50 year construction funding loan for up to \$2,240,000 on a portion of Tracts A and B, Revised Plat of Amended Plat of Sugarloaf Shores, Section F (PB 6-9) as shown in Exhibit A and

Exhibit B, with Parcel ID# 00166976-011300 and Parcel ID# 00166976-011400 (hereinafter "Subject Property") for affordable rental housing; and

WHEREAS, the Developer has not bid construction as of yet and the amount of construction loan funds requested could change; and

WHEREAS, the property owner has obtained 56 Rate of Growth Ordinance (ROGO) allocations through reservation by the Board of County Commissioners, which will control the maximum affordability rates for the developed affordable housing and which may be more restrictive than those rates required by Monroe County Land Authority Statute 380.0666 (3)(a); and

WHEREAS, the proposed development of 56 affordable rental units on the subject property for affordable rental housing is consistent with the policies of the County's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the Land Authority Advisory Committee added the project to the Land Authority Acquisition List and considered this resolution on January 8, 2024 and voted 4/0 to recommend approval, provided the number of units does not exceed 56 and the loan amount does not exceed \$2,240,000;

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Authority is hereby committing to encumber up to \$2,240,000 for a zero interest, 50-year construction funding loan for the project.

Section 3. Once the Developer has bid the construction and has a more refined cost estimate of the development costs for the project, the Land Authority Governing Board will review and finalize the actual loan amount to be used for hard construction costs only and not for pre-development costs.

Section 4. Upon acceptance of funds, the Developer shall sign and record a promissory note, mortgage, and Land Use Restriction Agreement (LURA) shown in Exhibit "C" restricting use of the Subject Property to affordable housing in accordance with Section 380.0666(3)(a), Florida Statutes in perpetuity.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this 31st day of January 2024.



| | |
|-------------------------------|------------|
| Commissioner Craig Cates | <u>Yes</u> |
| Commissioner Michelle Lincoln | <u>Yes</u> |
| Commissioner Holly Raschein | <u>Yes</u> |
| Commissioner James Scholl | <u>Yes</u> |
| Chairman David Rice | <u>Yes</u> |

ATTEST:

Christine
Hurley

Digitally signed by
Christine Hurley
Date: 2024.02.05 16:45:43
-05'00'

Christine Hurley
Executive Director

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

David P. Rice
Chairman

Approved as to form and legality

Gregory Oropeza, Esquire

Exhibit A

A portion of Tract A, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows, to-wit:

LEGAL DESCRIPTION - PARENT PARCEL

Tract B, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida.

LEASE AREA LEGAL DESCRIPTION -
LANDINGS PARCEL-

A portion of Tract A, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the Southerly Right of Way line of U.S. Highway No. 1 as shown on said plat of SUGARLOAF SHORES, SECTION F and the Easterly Right of Way line of South Point Drive as shown on said plat of SUGARLOAF SHORES, SECTION F, said point also being the Northwesterly corner of said Tract A; thence N56°02'40"E along said Southerly Right of Way line of U.S. Highway No. 1, for a distance of 515.49 feet to a point; thence S33°57'20"E and parallel with said Easterly Right of Way line of South Point Drive, for a distance of 164.31 feet to a point; thence S56°02'40"W and parallel with said Southerly Right of Way line of U.S. Highway No. 1 for a distance of 515.49 feet to a point; thence N33°57'20"W along the said Easterly Right of Way line of South Point Drive a distance of 164.31 feet back to the Point of Beginning. Said parcel of land contains 84,700.17 square feet, or 1.944 acres, more or less.

Exhibit B

LEGAL DESCRIPTION - PARENT PARCEL

Tract B, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida.

LEASE AREA LEGAL DESCRIPTION -
DOCKSIDE PARCEL-

A portion of Tract B, SUGARLOAF SHORES, SECTION F, according to the Plat thereof as recorded in Plat Book 6, Page 9 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the Southerly Right of Way line of U.S. Highway No. 1 as shown on said plat of SUGARLOAF SHORES, SECTION F and the Westerly Right of Way line of South Point Drive as shown on said plat of SUGARLOAF SHORES, SECTION F, said point also being the Northeasterly corner of said Tract B; thence S33°57'20"E along the said Westerly Right of Way line of South Point Drive, for a distance of 300 feet to a point on the Northerly Right of Way line of Cypress Road as shown on said plat of SUGARLOAF SHORES, SECTION F, said point also being the Southeasterly corner of said Tract B; thence S56°02'40"W along said Northerly Right of Way line of Cypress Road for a distance of 275.00 feet to a point of curvature; thence continuing along said Northerly Right of Way line of Cypress Road on a curve to the right, having a radius of 25.00 feet, a central angle of 35°45'14", a chord bearing of S73°55'17"W, a chord length of 7.82 feet, for an arc length of 7.95 feet to a point; thence N33°59'48"W and leaving said curve for a distance of 297.82 feet to a point on the Southerly Right of Way line of U.S. Highway No. 1 as shown on said plat of SUGARLOAF SHORES, SECTION F; thence N56°02'40"E along said Southerly Right of Way line of U.S. Highway No. 1 for a distance of 282.55 feet back to the Point of Beginning. Said parcel of land contains 84,711.15 square feet, or 1.945 acres, more or less.

Exhibit C

BALLOON PROMISSORY NOTE

For the purposes of this Note the following definitions shall apply:

PRINCIPAL AMOUNT: \$ _____ U.S.

DATE OF NOTE: _____, 2024

MATURITY DATE: _____, 2074

INTEREST RATE: (0.00%) Zero Percent

BORROWER: _____

LENDER: MONROE COUNTY COMPREHENSIVE PLAN LAND
AUTHORITY, a land authority under Section 380.0663(1), Florida
Statutes and Monroe County Ordinance No. 031-1986, with an
address of 1200 Truman Avenue, Suite 207, Key West, Florida
33040

THIS PROMISSORY NOTE (the "Note") is made by Borrower for the benefit of Lender.

SUCH THAT;

FOR VALUE RECEIVED, the Borrower does hereby covenant and promise to pay to the order of the Lender or to its successors or assigns, at the Lender's Address or at such other place as the Lender may designate to the Borrower in writing from time to time, in legal tender of the United States, the Principal Amount of this Note, or so much thereof as may be advanced by the Lender pursuant to Mortgage and Security Agreement of even date herewith between the Borrower and the Lender (together with any amendments, modifications, supplements or restatements thereof, the "Mortgage," the capitalized terms used herein and not otherwise defined herein having the meanings given to such terms in said Mortgage), a lump sum balloon payment of all outstanding principal on or before _____, 2074.

The Borrower will be in default under this agreement and all the documents given in connection herewith and Lender may declare the sums secured herein immediately due and payable upon the occurrence of any of the following Events: (i) upon any default in the payment of any sum after the same shall become due hereunder or due by the Borrower hereof to the Lender under any other promissory note or under any security instrument or other written obligation of any kind now existing or hereafter created; or (ii) upon the insolvency, bankruptcy, dissolution, death or incompetency of the Borrower, or (iii) if Borrower fails to perform any of the Affirmative Duties to be performed by Borrower in this Agreement or any document given in connection herewith, including but not limited to that certain Land Use Restriction Agreement executed on

even date herewith, and such failure continues for 30 days after written notice thereof has been given to Borrower by the Lender.

While Borrower is in default and at any time thereafter during the continuance of such default, the Lender may, at the same or different times, declare the amount then remaining unpaid on any notes or renewal notes issued under this Agreement to be forthwith due and payable, anything herein contained or in any note or any renewal note to the contrary notwithstanding.

This Note and all of the other Obligations are secured by a real estate Mortgage, Assignment, and Security Agreement of even date herewith from the Borrower to the Lender (the "Mortgage"), encumbering real property situated in the State of Florida, to which reference is hereby made for a description of said real property and other collateral, the nature and extent of the security, the rights of the Lender in respect thereof and the terms and conditions upon which this Note is issued. The Lender shall be under no duty to enforce payment out of the Collateral securing this Note.

A default under the terms of the Mortgage or any of the other Loan Documents executed in connection therewith shall be and constitute a default under this Note. The unpaid balance of the Principal Amount, plus accrued and unpaid interest thereon, and all of the other Obligations, shall become due and payable at the option of the Lender upon the happening of any event by which said sums shall or may become due and payable under the terms of the Mortgage or the other Loan Documents.

This Note may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement or any waiver, change, modification or discharge is sought.

The provisions of this Note shall be construed and interpreted, and all rights and obligations of the parties hereunder determined in accordance with the laws of the State of Florida. This note is being executed and delivered by the Borrower to the Lender in Monroe County, Florida.

Dated this ____ day of _____, 2024:

Borrower:

By:

As:

This Instrument Prepared By:
Gregory S. Oropeza, Esq.
OROPEZA, STONES & CARDENAS, PLLC
221 Simonton Street
Key West, FL 33040
305-294-0252

FLORIDA DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$ _____ AND INTANGIBLE TAX IN THE AMOUNT OF \$ _____ ARE DUE WITH RESPECT TO THE NOTE DATED _____ AND ARE PAID AND AFFIXED TO THIS INSTRUMENT. THE PROMISSORY NOTE SECURED BY THIS MORTGAGE IS A BALLOON MORTGAGE AND THE PRINCIPAL BALANCE OWED UPON MATURITY IS \$ _____.

MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement is made this ___ day of _____, _____ between _____ (“Mortgagor”), and MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under Section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, with an address of 1200 Truman Avenue, Suite 207, Key West, Florida 33040

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of _____ and 00/100 DOLLARS (\$ _____), as evidenced by that certain promissory note of even date herewith, executed by Mortgagor has delivered to Mortgagee (the “Note”), which by reference is made a part hereof to the same extent as though set out in full herein;

NOW, THEREFORE to secure the performance by Mortgagor of all covenants and conditions in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interests and rights hereinafter described with such payment and performance and to secure additional advances, renewals, extensions and modifications thereof and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), Mortgagor does hereby mortgage, sell, pledge and assign to Mortgagee and where applicable grant a security interest in:

THE MORTGAGED PROPERTY

(A) All of the land in the County of Monroe, State of Florida, known as the property located at _____, with a parcel identification number of 00166976-011300 & 00166976-011400, more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO

"the Mortgaged Property"

To have and to hold the same, together with all the improvements now or hereafter erected on such property and all fixtures now or hereafter attached thereto, together with each and every tenements, hereditaments, easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and also all the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple.

(B) Together with a security interest in all personal property, excluding household goods which are not purchased with the proceeds of the Note, and fixtures affixed to or located on the property described in paragraph (A).

(C) Together with all rents, leases, issues, profits, revenue, income proceeds and other benefits from the property described in paragraph (A) hereof to be applied to the indebtedness secured hereby, provided however, that permission is hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive, and use such benefits from the property as they become due and payable, but not in advance thereof.

(D) All insurance policies and proceeds thereof and all condemnation proceeds, awards, damages, and claims relating to or derived from the property described in paragraphs (A), (B) and (C) hereof.

(E) Everything referred to in paragraphs (A), (B), (C) and (D) hereof and any additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or any part of these properties is herein referred to as the "Mortgaged Property."

PROVIDED ALWAYS, that if Mortgagor shall pay to Mortgagee the Note at the times and in the manner stipulated therein and in all other instruments securing the Note, including renewals, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with Mortgagee as follows:

1. **Compliance with Note and Mortgage; Warranty of Title.** Mortgagor shall comply with all provisions of this Mortgage and of every other instrument securing the Note, including but not limited that certain Land Use Restriction Agreement executed on even date herewith by Mortgagor in favor of Mortgagee, and will promptly pay to Mortgagee the principal and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Mortgagor covenants that Mortgagor owns and is indefeasibly seized of the Mortgaged Property in fee simple, that the Mortgaged Property is free from all encumbrances except as noted in the legal description above, that Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by the Mortgage, that Mortgagee may peaceably and quietly enjoy the Mortgaged Property, and that

Mortgagor will defend the Mortgaged Property against the claims of all persons whomsoever, and that Mortgagor so warrants.

2. **Payment of Taxes and Liens.** Mortgagor shall pay all the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now on the Mortgaged Property or that hereafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments are to be made when due and payable according to law before they become delinquent and before any interest attaches or any penalty is incurred.

3. **Insurance.** Mortgagor shall keep the Mortgaged Property and the improvements now existing or hereafter erected on the Mortgaged Property insured as may be required from time to time by Mortgagee against loss by fire, other hazards and contingencies (including flood hazards and related occurrences in the event any portion of the Mortgaged Property is located in a flood hazard area as may be identified from time to time) in such amounts and for such periods as may be required by Mortgagee. Mortgagor shall pay promptly, when due, any premiums on such insurance. All insurance shall be carried with companies approved by Mortgagee and the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of either to Mortgagor or Mortgagor and Mortgagee jointly. Insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. **Condemnation.** If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensations, awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensations, awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee and Mortgagee after deducting therefrom all its expenses including attorney's fees may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instrument securing the Note.

Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

5. **Care of Mortgaged Property.** Mortgagor shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the written consent of Mortgagee. Mortgagor shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any injury, damage, or impairment of or occurring on the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection.

6. **Mortgagee's Right to Make Certain Payments.** In the event Mortgagor fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Mortgagee may at its option pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances or any part thereof, to produce and pay for such insurance or to make and pay for such repairs. Mortgagee shall have no obligation on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien equity or right of Mortgagee under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

7. **Payment of Expenses.** Mortgagor shall pay all the costs, charges and expenses, including reasonable attorney's fees whether incurred at trial or appellate level, disbursements and cost of abstracts of title, incurred or paid at any time by Mortgagee due to the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Note.

8. **Additional Documents.** At all times this Mortgage is in effect, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and thereafter to be re-recorded or refiled at such time and in such places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge, perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage and all other instruments securing the Note, and the lien of this Mortgage as first and prior lien upon all the Mortgaged Property. Upon any failure by Mortgagor to do so, Mortgagee may make,

execute, record, file, re-record, or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do all things necessary to effectuate or assure compliance with this paragraph.

9. **Event of Default.** Any one of the following shall constitute an event of default:

(a) Failure by Mortgagor to pay, as and when due and payable, any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Note.

(b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, any other instrument securing the Note or any other instrument collateral to the Note, including but not limited the Land Use Restriction Agreement executed on even date herewith, or executed in connection with the sums secured hereby for a period of ten (10) days after Mortgagee gives written notice specifying the breach.

(c) If either Mortgagor or any guarantor or endorser of the Note: (i) files a voluntary petition in bankruptcy, (ii) is adjudicated bankrupt or insolvent; (iii) dies or is judicially determined to be incompetent; (iv) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (v) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or (vi) makes any general assignment for the benefit of creditors, or (vii) makes any admission in writing of its inability to pay its debts generally as they become due; or (viii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive from the date of entry thereof; or (ix) any trustee, receiver or liquidator of Mortgagor of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.

(d) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or any other instrument securing the Note.

(e) The occurrence of any default under the terms of any mortgage or other security instrument which creates a lien or other security interest on or in the Mortgaged Property.

10. **Acceleration.** If an event of default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums

secured hereby, to be due and payable immediately. Upon such declaration such principal and interest and other sums shall immediately be due and payable without demand or notice.

11. **Remedies after Default.** Upon an event of default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) collect all rents, issues, profits, revenue, income and other benefits from the Mortgaged Property; (d) appoint a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenue, income, and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law; and (e) pursue any other remedy available to it including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as Mortgagee may determine.

12. **No Waiver.** No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

13. **Non-Exclusive Remedies.** No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, now or hereafter existing at law, in equity or by statute.

14. **Successors and Assigns Bound.** Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefits of their respective heirs, successors and assigns, whether or not so expressed.

15. **Miscellaneous.** In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

16. **Attorney's Fees.** The term "attorney's fees" as used in this Mortgage includes any and all legal fees of whatever nature including, but not limited to, attorneys' fees, paralegals' fees, legal assistants' fees and fees resulting from any appeal of any interlocutory order or final judgment or any other appellate proceeding arising out of any litigation.

17. **Obligation of Mortgagor.** Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record.

18. **No Transfer.** It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the creditworthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be void. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an event of default hereunder.

19. **Default Rate.** The Default Rate shall be the highest rate permitted by applicable law.

20. **Changes to Mortgage.** No modifications to this Mortgage or to any other loan document executed in connection herewith shall be valid or effective unless the same is in writing and signed by Mortgagor and Mortgagee.

21. **Documentary Stamp Tax/Intangible Tax.** Mortgagor, its heirs, personal representatives, successors and assigns, indemnify and agree to defend and hold Mortgagee harmless against Florida documentary stamp and intangible taxes, if any, imposed upon Mortgagee by virtue of its execution and acceptance of this document or its ownership of the Note, and as from time to time further modified and restated, including any penalties, interest, and attorneys' fees incurred by Mortgagee in connection therewith, and all such charges shall be secured by the lien of the Mortgage, and as from time to time amended, and bear interest at the default rate provided in the Note from the date of advance by Mortgagee until paid by Mortgagor. The provisions of this paragraph shall survive the repayment of the Note and the indebtedness evidenced thereby, and satisfaction of the Mortgage, and shall continue for so long as a claim may be asserted by the State of Florida or any of its agencies.

Signature Page Immediately Following

IN WITNESS WHEREOF, this instrument has been executed on the date first above written.

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged by means of physical presence before me this ____ day of _____ of _____ by _____ as _____ of _____.

Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known ____ (OR) Produced Identification ____
Type of identification produced _____

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Gregory S. Oropeza, Esq.
Oropeza, Stones, & Cardenas, PLLC
221 Simonton Street
Key West, FL 33040

LAND USE RESTRICTION AGREEMENT

VACANT LAND SUGARLOAF KEY, FLORIDA PARCEL IDENTIFICATION NUMBERS 00166976-011400 & 00166976-011300

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 20__, between _____ (hereinafter "Grantor" and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

RECITALS

A. This Agreement pertains to the real property located on Sugarloaf Key, Florida bearing Parcel Identification Numbers 00166976-011400 & 00166976-011300 as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property").

B. In accordance with Land Authority Resolution No, _____ the Land Authority approved financing in the amount of _____ for the purpose of development of affordable housing on the Property.

C. As a condition of extending a loan to Grantor for development of affordable housing on the Property, Grantor has agreed that the Property shall comply with the affordable housing requirements specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Land Authority do hereby contract and agree as follows:

ARTICLE I COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS

In order to comply with the Land Authority's requirements pursuant to Section 380.0663(1), *et seq.*, Florida Statutes and Monroe County Ordinance No. 031-1986, Grantor hereby covenants and agrees as follows:

- 1.01 The restrictions contained in this Article I shall not expire, shall run with the Property in perpetuity and shall be binding upon Grantor, its successors, or assigns.
- 1.02 Use of the Property shall be restricted to the provision of affordable housing for families or households whose income does not exceed 160% of the Area Median Income. Nothing herein shall preclude Monroe County or any other entity providing affordable housing on the Property from setting more restrictive income limits than those imposed by this Agreement.
- 1.03 The Grantor is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

ARTICLE II **CONSIDERATION**

In addition to other purposes, the Land Authority has extended a loan to Grantor for the Property as an inducement to the Grantor to restrict use of the Property to affordable housing in perpetuity. In consideration of said Land Authority extension of a loan for the foregoing purposes, the Grantor and the Land Authority have entered into this Agreement.

ARTICLE III **RELIANCE**

In performing its duties hereunder, the Land Authority may rely upon statements and certificates of the Grantor, its tenants, and the residents of the Property believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of Grantor pertaining to occupancy of the Property.

ARTICLE IV **TERM**

This Agreement shall become effective upon its execution and delivery and shall remain in full force and effect without expiration, unless modified by mutual written consent of the parties.

ARTICLE V **ENFORCEMENT**

If Grantor defaults in the performance of its obligations under this Agreement or breaches any material covenant, agreement or warranty of Grantor set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the Land Authority to Grantor, then the Land Authority may take any action at law or in equity or otherwise to address said default(s). However, if the default stated in such notice can be corrected, but not within the thirty (30) day period, and if Grantor adopts a plan to correct or cure the default and commences the correction within the thirty (30) day period (subject to any rights

of tenants in possession of units under a valid lease agreement), and thereafter diligently pursues the same to completion within such extended period, the Land Authority shall not have waived its right of enforcement if the default remains uncured after the expiration of the extended cure period.

ARTICLE VI
RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

6.01. Upon execution Grantor shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public records of Monroe County and shall pay all fees and charges incurred in connection therewith.

6.02 This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, Grantor and Land Authority and their respective successors and assigns during the term of this Agreement.

ARTICLE VII
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

ARTICLE VIII
NOTICE AND EFFECT

All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Land Authority: Monroe County Land Authority
 1200 Truman Avenue, Suite 207
 Key West, FL 33040
 Attention: Executive Director

Grantor:

Any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

ARTICLE IX
MISCELLANEOUS

9.01. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

9.02. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, Grantor and Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

Grantor

Print: _____

By: _____

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 20__ by _____. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, Grantor and Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

MONROE COUNTY COMPREHENSIVE PLAN
LAND AUTHORITY

Print: _____

By: _____

David P. Rice, Chairman

Print: _____

Address: 1200 Truman Avenue, Suite 207
Key West, FL 33040

Approved as to form and legality

[SEAL]

Gregory S. Oropeza, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 20__, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____



RURAL NEIGHBORHOODS

Building Livable Places for Working Families

Post Office Box 343529, 19308 SW 380th Street, Florida City, FL 33034
Telephone 305-242-2142 Facsimile 305-242-2143



May 5th, 2025

Ms. Cynthia Guerra
Monroe County Land Authority
1200 Truman Avenue, Suite 207
Key West, FL 33040

Re: The Landings at Sugarloaf Key Request for Supplemental MCLA Capital (56 Units)

Dear Ms. Guerra, et al:

Rural Neighborhoods, Incorporated (“RN”) and The Landings at Sugarloaf Key, LLC (LSK), the Developer and Owner-Applicant, respectively, of the planned 56-unit Landings at Sugarloaf Key (“Landings”) rental community on Lower Sugarloaf Key request supplemental funds from the Monroe County Land Authority in furtherance of our planned fifty-six (56) unit rental community on Lower Sugarloaf Key in unincorporated Monroe County. The request increases total support from \$2,240,000 approved in the FY 24-25 budget to a total of \$6,720,000 or \$120,000 per unit.

The requested support is sizeable, but LSK may be able to receive funds over two or more fiscal years. You will recall the initial \$2,240,000 is budgeted as Operating FL Keys ACSC – Construction Funding in FY 25. Given the construction schedule, additional funds could be received in FY 26 or FY 27 given the projected construction start in October 2025 and completion in December 2026.

The planned rental community will provide income-restricted housing ranging from Extremely Low-Income households earning 30% of Adjusted Median Income to households earning 80% of AMI with a majority at low income between 50% and 70% AMI.

| LANDINGS UNIT SET-ASIDE | | | |
|-------------------------|---------------------|------------------------|---------------|
| Number of Units | Percentage of Units | AMI Level, at or below | Type of Units |
| 6 | 10.714% | 30% | |
| 14 | 25.000% | 50% | |
| 8 | 14.286% | 60% | |
| 24 | 42.857% | 70% | |
| 4 | 7.143% | 80% | |

| | | |
|-----------|---------|------------------------|
| 56 | | Qualifying HC Units |
| | 60.000% | Average AMI |

| Unit Mix | # Units | # ELI |
|-------------------|-----------|----------|
| 1 Bedroom, 1 Bath | 4 | 1 |
| 2 Bedroom, 2 Bath | 48 | 4 |
| 3 Bedroom, 2 Bath | 4 | 1 |
| | 56 | 6 |

Four buildings are planned with one-, two- and three-bedroom models. ELI units will be distributed equitably among bedroom/bathroom types.

Finance Market and Gap

Florida Housing Finance Corporation (FHFC) remains committed to \$2,375,000 in Low Income Housing Tax Credits and \$4,900,400 in SAIL Funds.

Several major conditions have changed since our initial request to the MCLA:

- Market pricing for sales of LIHTCs is significantly lower than projected. The result is the \$2,375,000 issued LIHTCs now produce \$19,116,838 in Housing Credit Equity (HCE) at our highest investor price of \$0.805 per credit rather than the \$21,847,815 projected at \$0.920 per credit. (See attached Letters of Intent from the National Equity Fund and Enterprise Community Partners). This \$2,730,977 decrease is attributable to two factors: the likelihood of the extension of expiring Trump tax cuts; and Monroe's status as a smaller jurisdiction with limited bank footprints having few financial institutions having significant Community Reinvestment Act shortfalls. This financial environment reduces the demand for tax credits among corporate buyers.
- Construction prices have risen appreciably. To obtain the best possible price, RN and LSK assertively sought construction offers from five licensed contractors and negotiated a contract price of \$21,410,248 with Keystar Construction, an experienced local firm. Even with our best efforts, these negotiations resulted in a \$1,574,721 higher total construction cost and hard cost contingency than budgeted.
- FCAA and Keys Energy impact and installation fees represent an estimated \$775,000 in new costs.
- Insurance and interest rates continue at historic high levels. Flood and windstorm rates, particularly FEMA 2.0, impact annual operating costs and reduce Developer and Owner/Applicant borrowing capacity. This coupled with continued construction and

permanent interest rates hovering at 6.75 – 7.25% restrict RN and LSK' ability to secure funds from sources other than local government. LSK has increased private sector permanent debt over its earlier pro forma to a combined 1st and 2nd Debt Service Coverage of 1.13. Simply put, FHFC and private capital have been maxed out.

Developer Risk

Rural Neighborhoods and their co-Developers participate in addressing the financial gap. First, RN proposes to increase its borrowing to \$4,150,000. The development partners will defer not less than \$1,509,061 in Developer Fees. Further substantial fees may be deferred given Developers assumption of significant tariff risks throughout the construction period likely to impact metals, plastics, electrical, specialties and appliance prices.

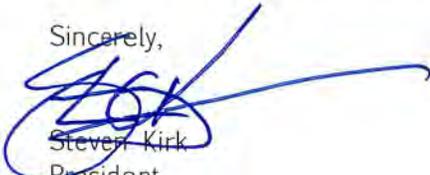
Timing and Subsidy per Unit.

The requested support is reasonable if sizeable. To accommodate the size, LSK can receive funds over two or more fiscal years if timely commitments can be formalized. I believe the initial \$2,240,000, for example, is budgeted as Operating FL Keys ACSC – Construction Funding in FY25. Given the proposed construction schedule, the requested supplemental funds could be appropriated in FY 26 and/or FY 27 given our projected construction start in October 2025 and scheduled project completion expected in December 2026. For size comparison, recent 2024-2025 requests from others for housing subsidies under MCLA or TDC auspices have averaged \$220,373 to \$500,000 per unit.

Landings at Sugarloaf Key remains one of the few remaining Tier 3 parcels suitable for affordable housing, its scale has public citizen support and has significant financial commitments from public and private sources. ROGOs are allocated to the proposed rental community and public actions such as waived permit and impact fees are approved. Plans are complete and ready for permit submission. The costs to develop and construct affordable housing in the Florida Keys will not subside but only increase in future periods requiring even greater subsidies per unit. It is our sincere hope the MCLA can help us make this project possible.

I look forward to discussing this request with you, the Land Authority Advisory Board and Board of County Commissioners at your convenience.

Sincerely,



Steven Kirk

President

Rural Neighborhoods and Landings at Sugarloaf Key, LLC

March 24, 2025

Steven Kirk
President
Rural Neighborhoods
19308 SW 380th Street
Florida City, FL 33034

Re: Landings at Sugarloaf Key Construction & Perm Loans

Dear Steve,

Community Housing Capital, Inc. ("CHC"), is pleased to provide you with its proposal as outlined in the attached summary of terms and conditions (this letter together with the exhibits attached hereto, the "Proposal") to provide financing for your proposed development, **Name of Development (the "Development").

The proposal contains an outline of the suggested terms only, and it does not represent a commitment by CHC or create any obligation whatsoever on CHC's part. It is for discussion purposes only, and the outline terms have not received final approval by the appropriate CHC Loan Committee. This Proposal replaces and voids any and all previous financing proposals by Community Housing Capital for the Development.

Based on the information you have provided to date, the Development appears feasible, and CHC is willing to consider the proposed under the following terms:

| | |
|---------------------------|--|
| BORROWER: | Landings at Sugarloaf Key, LLC ; a to-be-formed limited liability company will act as the Borrower . |
| TYPE AND PURPOSE OF LOAN: | The " <u>Construction Loan</u> " is a non-revolving multiple-draw loan advanced to finance a portion of the Property Improvements and to bridge the LIHTC equity pay-ins or other subordinated financing. Closing of the Construction Loan will be subject to satisfaction of the conditions set forth in the commitment letter upon its approval. |
| COLLATERAL: | First lien deed of trust/mortgage on the Borrower's interest in the real property and improvements (whether fee simple or leasehold). Assignments and/or first lien security interest in rents and leases, general partner/managing member's interest, low-income housing tax credits, construction contract, architects contract, management contract, development agreement, social service contract, FF&E and all accounts including escrow reserve and operating accounts. The Construction Loan will become due upon sale of, or refinance of any debt incurred in the respect of, the Development property or Property Improvements . |
| LOAN AMOUNT: | <ol style="list-style-type: none"> 1. Construction Loan: \$20,000,000 <ul style="list-style-type: none"> • The final Construction Loan Amount shall be the lesser of: <ul style="list-style-type: none"> ○ The maximum Construction Loan amount set forth on Exhibit A, and ○ Up to 90% of the sum of the value of the Development property including the as completed and stabilized value including rent restrictions, inclusive of property tax abatement (if applicable) and the value of the tax credits at the lesser of appraised value or the accepted purchase price. 2. Permanent Loan: \$3,600,000 <ul style="list-style-type: none"> • Maximum perm loan amount not to exceed 90% LTV • Minimum debt service coverage of 1.15x |

| | |
|---|---|
| <p>LOAN FEE:</p> | <p>Loan Origination Fee shall be payable on the final Loan Amount at the closing of the Loan and is non-refundable.</p> |
| <p>LOAN INTEREST RATE AND PAYMENTS:</p> | <p>Rates quoted are predicated on the assumption that all operating accounts, construction accounts, reserve accounts and any other deposit accounts of the Borrower and the Development, including escrow accounts, will be maintained with Community Housing Capital for the entire period that the Loan is outstanding.</p> <p><u>Construction Loan:</u> For the Construction Loan, the rate will be determined using the Loan Spread plus an Index. In no instance shall the Index be less than the Index Floor. A current indicative rate for the Index can be found in Exhibit A. For underwriting purposes, the interest reserve will be sized assuming a Loan Minimum Rate.</p> <p>During the loan term, interest-only payment will be due monthly. Interest shall be calculated utilizing a 360-day basis for the actual number of days principal is outstanding.</p> <p><u>Permanent Loan:</u> For the Permanent Loan, the rate will be determined using the Loan Spread plus an Index. In no instance shall the Index be less than the Index Floor. A current indicative rate for the Index can be found in Exhibit A. For underwriting purposes, the interest reserve will be sized assuming a Loan Minimum Rate.</p> <p>During the loan term, principal and interest payments will be due monthly and based on a 35-year amortization.</p> |
| <p>BORROWER EQUITY:</p> | <p>Minimum equity standards will be required as a percentage (%) of total development costs in the form of cash or satisfactory evidence of expenditures incurred at or prior to closing of the loan. Equity can be in the form of subordinate financing, LIHTC equity disbursed at or during the construction phase or from grant proceeds evidenced by a commitment for the development.</p> |
| <p>LOAN EXTENSION</p> | <p>If the loan term is extended, there will be an Extension Fee based on the amount of the Loan extended, including unfunded amounts that will remain available after extension. An Extension Period may be authorized subject to satisfaction of conditions including, but not limited to:</p> <ul style="list-style-type: none"> • compliance with all placed-in-service requirements • lien-free completion with unconditional final lien waivers as evidenced by TCO or PCO • adequate interest reserve • all scheduled equity debt at that point having been funded • receipt of extension for all additional financing sources and permanent commitments, as necessary • no events of default in any documents governing any credit facility, subordinate debt, grant, equity or binding agreements governing the Borrower, Development or Guarantor. • Receipt of executed HUD HAP contract and all operating or rental subsidy agreements, if applicable • 80% Physical Occupancy at UW rents • Extension Fee payment <p>Additional extension criteria may be added upon changes in the financing structure and/or receipt of the loan/equity documents for other lenders/financing partners. If the extension is exercised, the Borrower will pay any and all reasonable costs related to the extension, including cost for an updated appraisal, if required.</p> |

| | |
|--|---|
| <p>GUARANTIES:</p> | <p>CHC will have full recourse to the Borrower, as well as a payment and performance guaranty from (i) the general partner / managing member of the Borrower, and (ii) each other Guarantor listed on Exhibit A, all of which shall be satisfactory to CHC following due diligence (collectively, "Guarantors"). Guarantors may be subject to Additional Covenants. In addition, a lien-free completion guaranty will be required from each Lien-Free Completion Guarantor.</p> <p>The Borrower and Guarantors will jointly and severally provide environmental indemnification which shall survive the Conversion.</p> |
| <p>ADDITIONAL SOURCES OF FINANCING:</p> | <p>For all Additional Sources included in the financing structure, such loan shall be entered into, effective and subject to commitments in form and substance satisfactory to CHC as a condition of closing, and all amounts owing to the Additional Sources must remain subordinate on terms satisfactory to CHC to the amounts outstanding under the Loan until paid in full and terminated. There will be a Servicing Fee to administer the Additional Sources during construction. An intercreditor agreement may be required.</p> |
| <p>DEVELOPERS FEE:</p> | <p>Developer Fee payments will be subordinate to the Loan and will be paid in accordance with a schedule to be agreed upon during underwriting and prior to loan closing.</p> |
| <p>CONTINGENCIES:</p> | <p>CHC requires a minimum Hard Cost Contingency and Soft Cost Contingency within the budget. Should the applicable finance agencies not permit such contingencies, then a portion of Developer Fee will be escrowed at closing of the Loan in the amount of such contingencies less what is included in the budget. The escrowed portion of Developer Fee will be released with the completion of equity installment.</p> |
| <p>PAYMENT AND PERFORMANCE BONDS OR LETTERS OF CREDIT:</p> | <p>The General Contractor will provide payment and performance bonds during construction, provided by a surety with at least an AM Best rating of (A) and acceptable to CHC in its sole discretion. However, if the General Contractor is unable to provide bonds, or uses a surety company with a lower rating, CHC is willing to consider a letter of credit in favor of CHC for no less than 15% of the total amount stated under the construction contract from a highly rated issuer acceptable to CHC in its sole discretion.</p> |
| <p>THIRD PARTIES:</p> | <p>Third-party firms including, but not limited to, the general contractor, property manager, consulting engineer, and environmental consultant are subject to CHC's review and approval.</p> |
| <p>DUE DILIGENCE and GOOD FAITH DEPOSIT:</p> | <p>Nonrefundable Deposit of \$10,000 payable to CHC from Borrower/Sponsor via wire upon execution of term sheet.</p> <p>Covers costs associated with third-party fees incurred for underwriting due diligence, documentation and closing of the Loan. All third-party fees- appraisal, legal, etc. are the responsibility of the Borrower regardless of when the Loan closes. Customary expenses include but are not limited to: appraisal, plan & cost review, flood search, legal fees or costs, insurance, and construction signage.</p> |
| <p>ACCEPTANCE; EXPIRATION:</p> | <p>To accept this Proposal, the Proposal must be countersigned and returned to us along with the Good Faith Deposit within seven (7) business days of the date of the letter or the terms of this letter shall become null and void. Once accepted, if the closing of the Loan does not occur by the Anticipated Closing Date, or either party notifies the other in writing that such party does not intend to close on substantially similar terms outlined in this Proposal, then this Proposal shall become null and void.</p> |

This letter is not intended to create a legally binding obligation or commitment between CHC and Rural Neighborhoods but is merely an expression of interest in the proposed financing. It does not contain all the required terms and conditions of a loan and is subject to credit underwriting and approval by CHC, which may not be forthcoming or, if forthcoming, may not be on the terms stated above. For example, interest rates are constantly being reviewed by CHC and the method of calculating and amount may change. This letter is not assignable and not intended to benefit any third party.

Since 2000, Community Housing Capital has originated over 420 loans totaling more than \$621 million to 140 NeighborWorks® organizations. This activity has facilitated \$2.1 billion in affordable housing development, creating more than 17,860 units of affordable housing located in 42 states across the country.

For further assistance, please contact Donyetta Edwards at (678) 538-9925.

Sincerely,

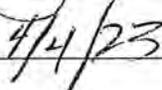
Donyetta Edwards

Donyetta Edwards, Loan Officer

By



Date



March 24, 2025

EXHIBIT A

Terms and conditions set forth below supplement those set forth in the Proposal Letter:

| Borrower: | Landings at Sugarloaf Key, LLC or a TBD Special Purpose Entity | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------------------|--|----------------------------------|--|--|--|-----------------------------|---------------------|------------------------|---------------|---|--------|-----|----------------------|---|---------|-----|---|--------|-----|----|---------|-----|---|---------|-----|----|---------|-----|---|--------|-----|---|--------|----------------------------------|-------------------------|-----------|--|--|---------------------------|--|--|---------|--|
| Property Improvements | <p>The Landings at Sugarloaf Key [LSK] is a planned, 56-unit income restricted Low Income Housing Tax Credit (LIHTC) rental community located on Overseas Highway North of Mile Marker 17 on Lower Sugarloaf Key, FL</p> <ul style="list-style-type: none"> - Parcel ID 00166976-011300 and 00166976-011400. <p>Site control is achieved through a 99-year lease from Lower Keys Community Center Corp.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Affordability Restrictions | <p>The proposed rental structure supports rents to 30% AMI, 50% AMI, 60% AMI, 70% AMI, and 80% AMI tenants.</p> <table border="1" data-bbox="540 877 1281 1570" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="4" style="background-color: #cccccc;">LANDINGS UNIT SET-ASIDE</th> </tr> <tr> <th>Number of Residential Units</th> <th>Percentage of Units</th> <th>AMI Level, at or below</th> <th>Type of Units</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0.000%</td> <td>20%</td> <td rowspan="7" style="text-align: center;">Housing Credit Units</td> </tr> <tr> <td>6</td> <td>10.714%</td> <td>30%</td> </tr> <tr> <td>0</td> <td>0.000%</td> <td>40%</td> </tr> <tr> <td>14</td> <td>25.000%</td> <td>50%</td> </tr> <tr> <td>8</td> <td>14.286%</td> <td>60%</td> </tr> <tr> <td>24</td> <td>42.857%</td> <td>70%</td> </tr> <tr> <td>4</td> <td>7.143%</td> <td>80%</td> </tr> <tr> <td>0</td> <td>0.000%</td> <td>Above 80% AMI and up to 120% AMI</td> <td>Workforce Housing Units</td> </tr> <tr> <td style="text-align: center;">56</td> <td></td> <td></td> <td>Total Qualifying HC Units</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">60.000%</td> <td>Average AMI of the Qualifying HC Units</td> </tr> </tbody> </table> | LANDINGS UNIT SET-ASIDE | | | | Number of Residential Units | Percentage of Units | AMI Level, at or below | Type of Units | 0 | 0.000% | 20% | Housing Credit Units | 6 | 10.714% | 30% | 0 | 0.000% | 40% | 14 | 25.000% | 50% | 8 | 14.286% | 60% | 24 | 42.857% | 70% | 4 | 7.143% | 80% | 0 | 0.000% | Above 80% AMI and up to 120% AMI | Workforce Housing Units | 56 | | | Total Qualifying HC Units | | | 60.000% | Average AMI of the Qualifying HC Units |
| LANDINGS UNIT SET-ASIDE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of Residential Units | Percentage of Units | AMI Level, at or below | Type of Units | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0 | 0.000% | 20% | Housing Credit Units | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 10.714% | 30% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0 | 0.000% | 40% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | 25.000% | 50% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | 14.286% | 60% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24 | 42.857% | 70% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 7.143% | 80% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0 | 0.000% | Above 80% AMI and up to 120% AMI | Workforce Housing Units | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 56 | | | Total Qualifying HC Units | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 60.000% | Average AMI of the Qualifying HC Units | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Operating Subsidies | <p>The proposed will be funded through 9% LIHTC tax credits and subsidy.</p> <ol style="list-style-type: none"> 1. Committed <ol style="list-style-type: none"> a. Florida Housing Finance Corporation 2024 9% LIHTC of \$2,375,000 b. Florida Housing Finance Corporation SAIL funds of \$4,900,400 c. Monroe County, FL soft debt of \$2,240,000 (both the construction and permanent phases.) 2. Proposed <ol style="list-style-type: none"> a. Local Government soft funds of \$3,360,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Loan Amount | Up to \$20,000,000 Construction Loan | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | |
|-----------------------------------|--|
| Loan Origination Fees | <ol style="list-style-type: none"> 1. \$2,000 Application Fee 2. Origination Fee of 100 bps of loan amounts 3. Documentation Fee of \$250 payable at acceptance of commitment. 4. Third Party Reporting: Actual third-party fees incurred 5. Legal Fee: Actual third-party legal fees incurred |
| Index | <ol style="list-style-type: none"> 1. Construction: Floating 30-Day Average SOFR (Secured Overnight Funding Rate) 2. Permanent: United States 10-Year Treasury Yield |
| Loan Spread | <ol style="list-style-type: none"> 1. Construction Loan <ol style="list-style-type: none"> a. Plus 175 bps, floating adjusting annually <ol style="list-style-type: none"> i. As of 3/24/2025, 30-Day Average SOFR is 4.34%. Rate would be 6.09% if closed today. ii. The rate will be capped at 50 bps above the rate set at loan closing. 2. Permanent Loan <ol style="list-style-type: none"> a. Plus 250 bps, fixed at loan closing <ol style="list-style-type: none"> i. As of 3/24/2025, United States 10-Year Treasury Yield is 4.63%. Rate would be 7.13% if closed today. ii. Will be funded from CHC cash proceeds or via a Federal Home Loan Bank execution. |
| Loan Terms | <ol style="list-style-type: none"> 1. Construction Loan <ol style="list-style-type: none"> a. 24 months with a pre-approved option to extend an additional 6 months at CHC's discretion. b. Monthly interest only payments. <ol style="list-style-type: none"> i. At the time of construction loan close, a capitalized interest reserve will be established and drawn upon monthly to cover any required interest payments. ii. At maturity or conversion to Permanent Loan all principal and accrued interest shall be due and payable. 2. Permanent Loan: Up to 15 years, after construction loan conversion, with an applied 40-year amortization. <ol style="list-style-type: none"> a. Monthly principal and interest based on a 40-year amortization. <ol style="list-style-type: none"> i. Permanent loan conversion requirement of 90% occupancy for 90-consecutive days with a minimum DSC of 1.20x. |
| Construction Completion Date | TBD |
| Retainage Terms: | 10% retainage will be withheld on all draws until 50% completion, and the portion of retainage withheld up until that point will continue to be held until Substantial Completion. Following 50% completion, retainage withheld will be lowered to 0% on all remaining draws until Substantial Completion, resulting in a net aggregate retainage of 5% held at Substantial Completion. |
| Construction Loan Paydown Balance | \$3,500,000 |
| Extension Fee | 50 bps of loan amount |
| Extension Fee Physical Occupancy | 80% |
| Guarantor | <ol style="list-style-type: none"> 1. Construction Loan: CommunityWorks North Dakota, with a construction completion guarantee from Stride Development PBC 2. Permanent Loan: N/A |
| Additional Covenants | N/A |

| | |
|--|---|
| Lien-Free Completion Guarantor | Rural Neighborhoods, Incorporated; Affordable Housing Corp.; and Keys Workforce Corporation |
| Total LIHTC Contribution | \$19,710,529 |
| Total State Tax Credit | TBD |
| Permanent Loan Lender | Community Housing Capital, Inc. |
| Permanent Loan | Up to \$3,600,000 Permanent Loan |
| Permanent Loan Take Out Commitment | TBD |
| Additional Source 1 (Subordinate Debt) | \$5,600,000 Monroe County Land Authority 50 Year Balloon |
| Additional Source 2 (Subordinate Debt) | \$4,900,400 State Apartment Incentive Loan (SAIL) |
| Hard Cost Contingency | 10% of total construction contract |
| Soft Cost Contingency | 5% of all soft costs (less origination fees, interest reserve, developers fee, and capitalized reserves). |
| Servicing Fee | TBD |
| Developers Fee | Developer's Fee payments are subject to final underwriting and credit approval. |
| Good Faith Deposit | \$10,000 |
| Anticipate Closing Date | TBD |

May 1, 2025

Mr. Steven C. Kirk
Rural Neighborhoods, Inc.
19308 SW 380th Street
PO Box 343529
Florida City, FL 33034

RE: The Landings at Sugarloaf Key (the “Project”)
85 S. Point Drive, Summerland Key, FL

Dear Mr. Kirk:

On behalf of National Equity Fund, Inc., I am pleased to provide this Letter of Intent (“Letter”) which outlines the principal business terms of our proposed investment (“Investment”) in the above-named Project. We invest through our affiliate, NEF Assignment Corporation (“Assignment Corporation”), by purchasing a 99.99% interest in the Limited Partnership formed to own and operate the Project. “NEF” is defined herein to mean National Equity Fund, Inc. and its affiliates, including without limitation, Assignment Corporation. As a preliminary matter, I will note that the terms of this Letter are based on certain assumptions which are incorporated in the financial projections attached to this Letter (“Projections”). Changes in those assumptions may result in changes to the terms of our proposed Investment.

Upon your acceptance of this Letter, we will begin our standard due diligence activities and seek internal approval of this Investment. Upon successful completion of our due diligence and receipt of internal approvals, our legal counsel will prepare a Limited Partnership Agreement, based on our current model form (the “Partnership Agreement”), and related closing agreements. These agreements will incorporate the terms appearing in this Letter, subject to any modifications that may be required to obtain final Investment approval. We will then proceed to close this Investment once all required approvals are received.

In the event the Project is to be owned by a limited liability company, the terms “Limited Partnership” shall mean “Company”, “General Partner” shall mean “Managing Member” and “Limited Partner” shall mean “Investor Member” under this Letter.



1. Property Information

The Project consists of the new construction of 56 family low-income housing tax credit units (the “Tax Credit Units”) located in Summerland Key, FL. Rents will be affordable to individuals with income at or below 30%, 50%, 60%, 70%, and 80% of the area median income.

2. Property Ownership

| | |
|----------------------|---|
| Limited Partnership: | A to-be-formed Limited Partnership (The “Partnership”) |
| General Partner: | A to-be-formed taxable single purpose entity whose sole member shall be Rural Neighborhoods, Inc., a tax-exempt entity |
| Sponsor/Developer: | Rural Neighborhoods, Inc., a tax-exempt entity |
| Guarantor: | Rural Neighborhoods, Inc. |
| Limited Partner | One or more investor funds, limited partnerships, or limited liability companies of which a NEF affiliate is the general partner or managing member, or Assignment Corporation, as nominee, on behalf of one or more such entities (the “Limited Partner”). |

3. Other Parties

| | |
|----------------------|---|
| General Contractor: | To be determined. |
| Property Manager: | Everglades Housing Group, Inc. (an affiliate of Rural Neighborhoods, Inc. |
| Property Accountant: | To be determined. |
| Property Attorney: | To be determined. |
| Project Consultant: | Not Applicable |
| Service Provider: | Not Applicable |

Note: All parties must be approved by NEF

4. Project Financing

A. Construction Loan. The Partnership expects to receive a construction loan term sheet or commitment for the Project from a lender acceptable to NEF, in an amount sufficient to cover construction expenses with terms acceptable to NEF.

B. Permanent Financing. The permanent financing on the project is as follows: (All loans are non-recourse loans, unless otherwise noted, and all financing structures must be acceptable to NEF.)

| | Lender/Source | Amount | Interest Rate | Term | Amort | Hard/Soft Debt | Available During Const. |
|-----------------|------------------------------|---------------|----------------------|-------------|--------------|-----------------------|--------------------------------|
| First Mortgage | To be determined | \$3,900,000 | 6.75% | 20 | 40 | Hard | N |
| Second Mortgage | FHFC SAIL | \$4,900,400 | 1.00% | 35 | 35 | Hard | Y |
| Third Mortgage | Monroe County Land Authority | \$6,160,000 | 0.00% | 50 | 50 | Soft | Y |

Permanent amortizing debt must be a fixed-rate commitment for a minimum of 16 years with terms acceptable to NEF. The FHFC SAIL loan will have interest-only payments.

5. Timing Assumptions

This Letter is based on the following timing assumptions:

| Benchmark | Date |
|--------------------------|-------------------|
| Investment Closing | July 1, 2025 |
| Construction Start | July 1, 2025 |
| Placed-In-Service Date | September 1, 2026 |
| 100% Qualified Occupancy | January 1, 2027 |
| Stabilized Occupancy | April 1, 2027 |

If these timing assumptions are not met, the terms of our proposed Investment are subject to change. The term “Tax Credit Compliance Period” means, for each building in the Project, the 15 taxable years beginning with the first taxable year of the “Credit Period”, as defined in Section 42 of the Internal Revenue Code, as amended (“Code”). At the time of Closing, the Construction Contract and the Construction Schedule must reflect Construction Completion no later than a date which is 90 days prior the deadline under Section 42 of the Code for the Project to be Placed-In-Service in order to qualify for Tax Credits.

6. Tax Credits

| Allocation Details | |
|------------------------------|-------------------------------------|
| Year: | 2024 |
| Allocation Agency: | Florida Housing Finance Corporation |
| Basis Boost: | Y (130.00%) |
| Projected Annual Allocation: | \$2,375,000 |
| Credit Percentage: | 9.00% |
| Applicable Fraction: | 100.00% |

| Timing of Credits | Amount | Projected Year(s) |
|---------------------------------|-------------|-------------------|
| Projected Year 1 Tax Credits | \$420,573 | 2026 |
| Projected Year 2 Tax Credits | \$2,375,000 | 2027 |
| Projected Year 3-10 Tax Credits | \$2,375,000 | 2028-2035 |
| Projected Year 11 Tax Credits | \$2,375,000 | 2036 |

All references to ‘Tax Credits’ shall mean low-income housing tax credits under Section 42 of the Code.

7. Tax Credit Price and Pay-In Schedule

The Limited Partner will purchase the Tax Credits described in Paragraph 6 for a total purchase price of \$19,116,838 (“Capital Contributions”), or \$0.805 cents for each \$1.00 of projected Tax Credits. Proceeds of the Capital Contributions will be used to fund Project equity (“Project Equity”) and the non-deferred portion of the Developer Fee (“Non-Deferred Developer Fee”). NEF will advance Project Equity and the Non-Deferred Developer Fee in installments, based upon its determination that the conditions specified in the Partnership Agreement for payment of that installment (“Applicable Conditions”) have been met. We make this determination based on our review and approval of certain documents you provide to us. Equity disbursements during construction are expected to be made through the construction lender’s escrow or, if there is no construction lender, through a title company using a disbursement agreement acceptable to NEF. We currently expect installments of Project Equity will be paid according to the pay-in schedule below. The pay-in schedule identifies some of the Applicable Conditions that will apply to each payment and is subject to change as the due diligence and pre-closing phases progress.

- (i.) **First Installment:** \$2,867,526 (15.00%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:
 - a. Admission of NEF to the Partnership and commencement of construction.
 - b. NEF’s due diligence fee set forth in Section 18 below shall be paid from this installment and will be used to pay for NEF’s due diligence and closing costs, including the issuance of the tax opinion.

(ii.) **Second Installment:** \$9,558,419 (50.00%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

- a. 100% construction completion of the Project;
- b. Final (or, if unavailable, and meeting the requirements set forth in the Partnership Agreement, Temporary) Certificates of Occupancy;
- c. Architect's certification indicating that Project construction has been completed in accordance with plans and specifications;
- d. Draft Cost Certification verifying the Tax Credit basis;
- e. No-earlier-than payment date of: October 1, 2026

(iii.) **Third Installment:** \$6,081,758 (31.81%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

- a. 100% Qualified Occupancy of all Project Tax Credit Units;
- b. Funding of the Project's permanent loan and receipt of executed permanent loan documents in approved form;
- c. Payment of any amounts required by the General Partner's Development Completion Guaranty;
- d. Achievement of "Stabilized Occupancy" (generally defined as at least 90% occupancy with a Debt Service Coverage Ratio of 1.15 or better for a three consecutive month period after construction completion);
- e. Completion of any outstanding punch list items;
- f. Owner's date down title insurance coverage;
- g. "As-Built" ALTA survey;
- h. Final lien waivers from the General Contractor;
- i. Final Certificates of Occupancy, if not previously provided;
- j. Final Cost Certification verifying the Tax Credit basis;
- k. Funding of Project reserves (or funding with the proceeds of this installment) at the required levels;
- l. If applicable, satisfaction of radon testing requirements;
- m. If applicable, receipt of 168(h)(6)(F)(ii) election attached to General Partner's tax return, if not addressed prior to closing;
- n. No-earlier-than payment date of: April 1, 2027

\$375,000 of this installment will be used to fund the Initial Operating Reserve.

(iv.) **Fourth Installment:** \$609,136 (3.19%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

- a. The first year's tax return and K-1;
- b. Fully executed Form 8609 for all Project buildings; and
- c. No-earlier-than payment date of: June 1, 2027

8. Developer Fee

The Developer will earn a fee for development services in the total amount of \$4,503,311 (the “Developer Fee”). A portion of the Developer Fee, currently projected in the amount of \$2,066,767 (45.89%) will be deferred (“Deferred Developer Fee”) and payable from cash received from the operation of the Partnership, after payment of debt service and operating expenses (“Cash Flow”), during the Tax Credit Compliance Period. Any principal balance and/or accrued interest on the Deferred Developer Fee remaining unpaid by the end of the fourteenth (14th) year of the Tax Credit Compliance Period must be paid in full by the General Partner.

The non-deferred portion of the Developer Fee will be paid from the Capital Contributions as described in the following schedule upon the satisfaction of the Applicable Conditions for each installment.

| Capital Contribution Installment | Percentage of Total Fees | Amount of Payment |
|---|---------------------------------|--------------------------|
| Upon the First Installment | 15.00% | \$365,482 |
| Upon the Second Installment | 40.00% | \$974,618 |
| Upon the Third Installment | 20.00% | \$487,309 |
| Upon the Fourth Installment | 25.00% | \$609,136 |
| Total | 100% | \$2,436,545 |

9. Adjustments to Purchase Price (Credit Adjusters)

A. Low Income Housing Tax Credit Adjusters

- (i.) **Permanent Reduction in Tax Credits.** If actual Tax Credits allocated to the Project as determined by the Project Accountant are less than the projected Tax Credits, the Capital Contributions will be decreased by \$0.805 times the difference between the actual Tax Credits and the projected Tax Credits. If the amount so calculated exceeds remaining unpaid Capital Contributions, the General Partner must pay to the Partnership an amount that makes up the difference and compensates the Limited Partner for the permanent reduction in Tax Credits on an after-tax basis.
- (ii.) **Timing Difference in Tax Credits (Downward) - First and Second Year Tax Credits.** If Tax Credits are not available to the Limited Partner during the Project’s first and second tax credit years in the amounts shown in Paragraph 6 above, the Capital Contributions will be reduced by \$0.40 times the amounts of the first year and second year Tax Credit shortfalls. This reduction is intended to compensate the Limited Partner for the reduced present value of such Tax Credit shortfall, while taking into account the Tax Credits the Limited Partner may be entitled to receive in a later year or years of the Compliance Period. If the amount so calculated exceeds remaining unpaid Capital Contributions, the General Partner must pay to the Partnership an amount that makes up the difference and compensates the Limited Partner for the timing difference in Tax Credits on an after-tax basis.

- (iii.) **Permanent Increase in Tax Credits** Subject to the limitations described in Paragraph 9.A.(v) below, the Limited Partner will increase its Capital Contributions to the Partnership by an amount that is equal to the amount of additional Tax Credits times the price per Tax Credit specified in Paragraph 7.
- (iv.) **Timing Difference in Tax Credits (Upward) - First and Second Year Tax Credits.** If the amount of actual Tax Credits for the period prior to the end of the projected first and second tax credit years for the Project will be greater than the projected Tax Credits for the period prior to the end of projected first and second tax credit years as shown in Paragraph 6 above and NEF receives satisfactory written documentation to evidence the allocation of the tax credit increase for such periods, then, subject to Paragraph 9.A.(v) below, the Limited Partner will increase its Capital Contributions to the Limited Partnership by an amount equal to (a) \$0.40 multiplied by (b) the difference between the amount of actual Tax Credits for the period prior to the end of the projected first and second tax credit years and the projected Tax Credits for the period prior to the end of the projected first and second tax credit years as shown in Paragraph 6 above.
- (v.) **Limitations on Upward Adjusters.** The Limited Partner will increase its Capital Contributions only once during the 90-day period following the later of (a) Stabilized Occupancy or (b) issuance of the Form 8609 for all buildings. The Limited Partner will increase its Capital Contributions under Paragraphs 9.A.(iii) and 9.A.(iv) if we determine that the Limited Partner has sufficient funds available to make the additional Capital Contributions or if the Limited Partner otherwise agrees to contribute additional capital to fund the additional Capital Contributions. Any such upward adjustments under Paragraphs 9.A.(iii) and 9.A.(iv) shall be limited to a total maximum amount of 5% of the Limited Partner's original Capital Contributions. Any upward adjustments exceeding in total such 5% limitation shall require special authorization from the Limited Partner.
- (vi.) **Ongoing Tax Credit Shortfall.** If for any fiscal year after the end of the first Tax Credit year, the actual Tax Credits we receive are less than the projected Tax Credits, or if there is recapture (as defined in Section 42 of the Code) of Tax Credits, then any remaining portion of the Capital Contributions will be reduced by one dollar for each dollar of reduction of the projected Tax Credits and each dollar of Tax Credits that is recaptured. If the reduced and/or recaptured Tax Credits exceeds any remaining unpaid Capital Contributions, then the General Partner must pay to the Limited Partnership an amount that makes up the difference and compensates the Limited Partner for the reduction and/or recapture of Tax Credits on an after-tax basis.

10. **Reserve Requirements**

- A. **Operating Reserve.** \$375,000, (equal to four (4) months of operating expenses, debt service, and replacement reserves) will be funded from a portion of the Limited Partner's Capital Contributions and maintained at the Operating Reserve target amount of \$375,000 until the end of the Project's Compliance Period. The General Partner will be permitted to use funds in the Operating Reserve

account prior to any draw on its Operating Deficit Guaranty obligation. All withdrawals from the Operating Reserve account must be preapproved by NEF.

- B. **Replacement Reserve.** The General Partner must fund the Replacement Reserve account in the annual amount of \$300 per unit per year to be increased annually by three percent (3.00%) from Project revenues throughout the Tax Credit Compliance Period. NEF must approve withdrawals that in the aggregate during any calendar year exceed the lesser of (i) \$5,000 or (ii) ten percent (10%) of the amount then remaining in the Replacement Reserve account.

11. **General Partner Guaranties and Other Obligations**

- A. **Development Completion Guaranty.** The General Partner will provide an unlimited guarantee of development completion which includes payments required for construction completion, funding of any operating deficits prior to Stabilized Occupancy, and conversion of the construction loan to a right-sized permanent loan having debt service requirements consistent with targeted debt service coverage levels. The General Partner will provide monthly reports to us during construction. The general contractor will provide (i) either a Stipulated Sum Contract or a Guaranteed Maximum Price Contract (using the current AIA form of agreement), and (ii) either a letter of credit equal to 15% of the total construction cost or a 100% payment and performance bond.
- B. **Operating Deficit Guaranty.** The General Partner will provide an Operating Deficit Guaranty in the amount equal to eight (8) months of operating expenses, debt service, and replacement reserves until the Project has maintained a 1.15x annual Debt Service Coverage Ratio for two consecutive years after the third anniversary of the date Stabilized Occupancy is achieved. If at the end of that period the Operating Reserve is not funded at the level specified in Paragraph 10.A above, the Operating Deficit Guaranty will remain in effect until the General Partner causes the Operating Reserve to be funded at the required level in the manner provided in the Partnership Agreement.
- C. **Repurchase.** The General Partner is required to repurchase the Limited Partner's interest if certain major adverse events occur that threaten the continuing viability of the Project or its ability to generate the projected Tax Credits. The conditions triggering this repurchase obligation and the repurchase amount are described in detail in the Partnership Agreement.
- D. **Environmental Indemnification.** The General Partner will provide an environmental indemnification with regard to the presence of any hazardous substances or the existence of other environmental conditions at the Project. Our standard environmental indemnification provisions are contained in the Partnership Agreement.
- E. **Services Guaranty.** Not Applicable.

- F. **Guaranty of General Partner's Obligations.** The Guarantor will guaranty full performance of all of the General Partner's obligations under the Partnership Agreement, including the specific guaranty obligations described under this Paragraph 11. All guaranties provided by the General Partner and Guarantor(s) are joint and several and payments under these guaranties will (except as specifically set forth to the contrary hereinabove) be made as no-interest loans to the Partnership.

12. Fees to the Management Agent, General Partner, and NEF

- A. The Management Agent will receive a Property Management Fee in the amount of approximately 5.0% of gross collected rents. If the Property Manager is related to the General Partner, the payment of the Property Management Fee will be subordinated to maintain breakeven operation.
- B. NEF will be paid an annual, cumulative Asset Management Fee in the amount of \$4,200 (increased annually at 3.00%) from Project Cash Flow. The Asset Management Fee shall begin accruing on the day that the Limited Partner funds the second installment.
- C. The General Partner will receive an annual, non-cumulative Incentive Partnership Management Fee in the amount shown below in Paragraph 13.
- D. NEF and the Sponsor will be paid a Disposition Fee in the total amount of \$100,000 split equally between NEF and the Sponsor out of the net sales proceeds of the sale, transfer or other disposition of the Project or the Limited Partner's Project interest.

13. Distribution of Cash Flow and Sales/Refinancing Proceeds

Projections assume a 30-year depreciation period for the Project.

Cash Flow: Cash Flow will be distributed as follows:

- 1) To the Limited Partner to pay any unpaid Tax Credit adjuster amount;
- 2) To NEF to pay the Asset Management Fee;
- 3) To the Limited Partner to repay any Limited Partner loans;
- 4) To maintain/replenish the Operating Reserve (if applicable);
- 5) To the Developer to pay any Deferred Developer Fee;
- 6) To the Property Management Agent to pay the accrued unpaid Property Management Agent Fee subordinated in a prior year per the terms of the Partnership Agreement.
- 7) To the General Partner to repay any General Partner loans;
- 8) To the General Partner to repay any guaranty advances;
- 9) To the payment of any then payable Cash Flow Debt Service Payments, in accordance with the applicable Loan Documents;
- 10) Until the first day after the end of the Fiscal Year in which the Project achieves Placement in Service, the remaining Cash Flow, if any, shall be distributed to the Partner in accordance with the percentages set forth the Limited Partnership Agreement, and commencing on the

first day after the end of the Fiscal Year in which the Project achieves Placement in Service, 90.00% of the balance, if any, to the General Partner as an Incentive Partnership Management Fee, on a non-cumulative basis;

11) The remainder 0.01% to the General Partner and 99.99% to the Limited Partner.

NOTE: For tax purposes, the Limited Partner must receive at least 10% of all cash flow distributions to the Partners or their Affiliates (including as cash flow distributions any return of capital, payment of the Incentive Management Fee and Partnership Management Fee, but otherwise excluding repayments of loans, development fees or other fees/reimbursements to the General Partner or its Affiliates).

Sale/Refinancing: Any gain upon sale or refinancing will be distributed as follows:

1. To the Limited Partner to pay any unpaid Tax Credit adjuster amount;
2. To the Limited Partner to pay any exit tax liabilities;
3. To NEF to pay any unpaid Asset Management Fee;
4. To the Limited Partner to repay any Limited Partner loans;
5. To the Developer to pay any Deferred Developer Fee;
6. To NEF to pay the Disposition Fee;
7. To the General Partner to repay any General Partner loans (other than guaranty advances);
8. To the General Partner to repay any guaranty advances; and
9. The remainder 90.00% to the General Partner and 10.00% to the Limited Partner

14. Disposition of the Project/Limited Partner Interest

If the General Partner agrees to maintain the property for low-income use, as defined in Section 42 of the Code, for a total period of at least 30 years, the Project may be disposed of as follows:

- A. **Right of First Refusal.** If the Sponsor is a 501(c)(3) corporation or governmental entity, it will be granted a right of first refusal ("ROFR") to purchase the Project at the end of the Tax Credit Compliance Period, for a price equal to the sum of: (a) the greater of (x) an amount sufficient to pay all debts and liabilities of the Partnership as projected to occur immediately following the sale pursuant to the ROFR or, (y) the minimum purchase price for the Project allowable under Section 42(i)(7) of the Code, and (b) all obligations owed to the Limited Partner pursuant to the Partnership Agreement, including, but not limited to any credit adjuster payments pursuant the Partnership. [The Disposition Fee shall be paid upon Sponsor's purchase of the Project pursuant to its right of first refusal. WARNING: Insert the proceeding sentence if required in Bid Review]
- B. **Purchase of the Project or Limited Partner's Interest.** The Sponsor shall be granted options (each an "Option") for a period of eighteen (18) months after the end of the Tax Credit Compliance Period, unless terminated in accordance with the terms of the Purchase Option Right of First Refusal Agreement to be executed among Sponsor, General Partner and Limited Partner

(the "Purchase Option Right of First Refusal Agreement"), and subject to the conditions set forth therein, to purchase the Project (the "Project Option") or to purchase the Limited Partner's partnership interest (the "Limited Partner's Partnership Interest") in the Partnership (the "Partnership Interest Option").

The purchase price for the Project Option shall be equal to the greater of:

(i) The sum of: (a) an amount sufficient to pay all debts (including partner loans) and liabilities of the Partnership immediately following the sale pursuant to the Option, (b) an amount sufficient to distribute to the Limited Partner pursuant to the Partnership Agreement, cash proceeds equal to the state, local and federal taxes projected to be imposed on the Limited Partner as a result of the sale of the Project pursuant to the Option, and (c) all obligations owed to the Limited Partner pursuant to the Partnership Agreement (to the extent not covered in subsections (a) or (b)), including, but not limited to any credit adjuster payments, including due to Change In Law (defined in the Partnership Agreement); or

(ii) The fair market value of the Property, which shall be appraised as low income housing to the extent continuation of such use is required under the Project's use restrictions. The appraisal of the Property shall be made by a licensed appraiser who is a member of the Master Appraiser Institute (a "MAI Appraiser"), selected by the General Partner with the prior consent of the Limited Partner, which consent shall not be unreasonably withheld, conditioned or delayed, and who has experience appraising tax credit projects in the geographic area in which the Project is located.

The purchase price under the Partnership Interest Option shall be the greater of:

(i) The fair market value of the Limited Partner's Partnership Interest, which value shall be based on the appraised value of the Partnership's assets, including the value of the Project as low income housing to the extent continuation of such use is required under the Project's use restrictions and Partnership reserve accounts, less any liabilities including all Partnership debt (including Partner loans); or

(ii) The sum of: (a) an amount sufficient to distribute to the Limited Partner pursuant to the Partnership Agreement, cash proceeds equal to the state, local and federal taxes projected to be imposed on the Limited Partner as a result of the sale of its Partnership Interest pursuant to the Option, and (b) all obligations owed to the Limited Partner pursuant to the Partnership Agreement, including, but not limited to all accrued and unpaid interest on any loans that the Limited Partner has made to the Partnership and any unpaid portion of any credit adjuster payments owed to the Limited Partner.

15. Limited Partner Transfers

The Limited Partner will have certain rights to transfer its interest in the Limited Partnership, including the right to make voluntary transfers without General Partner's consent, the right to withdraw from the Limited Partnership at any time after the Limited Partner has satisfied its obligation to pay Capital Contributions and the right to put its Limited Partnership interest to the General Partner upon the expiration of the Tax Credit Compliance Period for a put price of \$100 plus any unpaid obligations owed to the Limited Partner and the Asset Manager under the Partnership Agreement.

Notwithstanding the foregoing, Limited Partner will not transfer its interest to a Prohibited Actor without General Partner's consent. "Prohibited Actor" shall mean any person that (i) is the subject of any conviction, order, judgment, decree, suspension, expulsion, or bar with respect to any program administered by a State Housing Finance Authority (defined in the Partnership Agreement) from participating in any such program, [or] (ii) has instituted an unsuccessful lawsuit against a developer of an Affordable Housing Project (defined in the Partnership Agreement) or a syndicator investing in such Affordable Housing Project, for the purpose of, or having the effect of, prohibiting a developer of an Affordable Housing Project from exercising said developer's rights under (x) an option to purchase an Affordable Housing Project or an investor's interest in the owner of an Affordable Housing Project and/or (y) a right of first refusal to purchase an Affordable Housing Project if such person is not a bank, savings and loan association, insurance company, public utility, or employee benefit plan with assets greater than \$1,000,000,000 (an "Institutional Investor") or a Person controlled by an Institutional Investor. "Affordable Housing Project" shall mean any affordable housing project that is or has benefited from Tax Credits.

16. Reports

During the term of our investment, the General Partner will provide the following reports: (i) quarterly management and financial reports for the Partnership, (ii) state and federal tax returns, (iii) monthly construction status and lease-up reports, (iv) copies of all construction loan draw requests, (v) annual audited financial statements for the Partnership prepared in accordance with generally accepted accounting principles (GAAP), (vi) annual budget, and (vii) other information regarding significant Partnership operations. The General Partner is required to submit such reports to the Limited Partner within the time frames established by the Partnership Agreement. The fiscal year of the Partnership will be the calendar year unless otherwise specified by us.

17. Corporate Transparency Act

General Partner, on behalf of the Partnership and at the Partnership's reasonable expense, shall be required to timely file any and all information required by the CTA. Each Partner shall provide such information concerning itself and its beneficial owners as is reasonably required in order to comply with the CTA. The Limited Partner will timely provide to the General Partner either its Reporting Company FinCen ID or a statement that it reasonably believes it is an exempt entity for CTA reporting purposes. The General Partner shall defend, indemnify, and hold harmless the Partnership, the Limited Partner, its beneficiaries and their respective successors and assigns from and against any claims, demands, losses,

damages, liabilities, lawsuits and other proceedings, judgments, awards, costs, and expenses including, without limitation, attorneys' fees, arising directly or indirectly, in whole or in part, out of the General Partner's breach of any representations, warranties, or covenants contained in the Partnership Agreement concerning any CTA requirement. "CTA" shall mean collectively, the Corporate Transparency Act (31 U.S.C. Section 5333, et seq.), regulations issued by the United States Department of the Treasury thereunder (31 C.F.R. Part 1010), and any other state or federal law relating to beneficial ownership disclosure.

18. Limited Partner Expenses

We will charge the Partnership \$55,000 for legal fees and other due diligence and closing costs inclusive of the NEF tax opinion. If the Investment closing date is delayed by more than six (6) months beyond the assumption outlined in Section 5 of this Letter, an additional \$15,000 due diligence fee will be assessed. We may require a third-party construction inspector to provide monthly reports to us. If a third-party construction inspector is needed, the cost will be added to the Project budget.

19. Other Items:

The terms in this LOI are subject to:

- Sponsor agrees to waive the right to seek or accept a Qualified Contract (as defined in IRC Section 42(h)(6)(F)).
- A market study for the proposed Project is not yet available. The proforma rents detailed in the financial projections in Exhibit A will need to be at least 10% below determined achievable market rents and all LIHTC proforma rents will need to be determined to be achievable in the Project's Primary Market Area.
- Operating Reserve of four (4) months details in Section 10.A of this Letter is contingent upon satisfactory review of the Guarantor(s) financial statements and ability to provide an Operating Deficit Guaranty equal to eight (8) months of operating expenses, reserves and debt service.
- NEF Tax Counsel approval of appraised land value.
- Projected Other Income outlined in Exhibit A is supported by comparable projects within the Sponsor's portfolio.
- Acceptable Property Insurance: It is understood that the site is in a flood zone but that the building(s) will be raised above the Base Flood Elevation. This is an absolute requirement in this location as is flood, wind, named storm insurance (and all other applicable insurance coverages)

20. Model Form Project Partnership Agreement

The Partnership Agreement will be prepared by our attorneys using our current model form agreement. The model form contains a variety of key terms that define the rights and obligations of the parties. The Partnership Agreement shall provide among other key terms that the closing of the Investment and the payment of each installment of the Limited Partner's Capital Contribution shall be contingent upon General Partner's compliance with all of its representations, warranties, and covenants under the Partnership Agreement, including, without limitation, compliance with the American with Disabilities Act

and other local, state, and federal accessibility guidelines. This document is updated on a periodic basis in response to comments we receive from investors.

21. Summary

This Letter summarizes the general terms and conditions of our Investment which will be further detailed in the Partnership Agreement. If these terms are acceptable to you, please sign and return this Letter to:

Mark Furey
VP, Originations
National Equity Fund, Inc.
2454 McMullen Booth Rd, Suite 700
Clearwater, FL 33759
mfurey@nefinc.org
727.521.7034

This Letter is valid until May 14, 2025. If this Letter is not signed by you prior to such date due to changes in market conditions or other assumptions on which this Letter is based, we will extend the date so long as you continue to work with us in good faith to restructure the transaction in a mutually satisfactory manner. We reserve the right to terminate this Letter at any time if we determine that such efforts are not likely to lead to a result reasonably satisfactory to us within a reasonable period of time not to exceed sixty (60) days from the date of this Letter.

By signing this Letter, and in consideration of the cost and expense incurred or to be incurred by us in conducting due diligence documentation and review, the Sponsor/General Partner hereby grants NEF or its affiliate the right to acquire a 99.99% interest in the Partnership and the exclusive right to syndicate the Tax Credits generated by the Project. Our exclusive right to syndicate the Tax Credits shall continue until the earlier of (i) the date that occurs one year from the date of this Letter or (ii) the date on which we agree in writing to terminate its exclusive right to syndicate the Tax Credits. Also, by executing this Letter you hereby authorize us to make any credit inquiries that we may deem necessary as part of its underwriting. These credit inquiries may be performed on the General Partner, Sponsor/Developer, Guarantors, or any other entities as determined to be necessary by us.

As next steps, we will perform a site visit and conduct document review and other due diligence activities to verify the information that has been provided and will be provided and the assumptions contained in the Projections. Our ability to recommend this proposed Investment for final internal approval will depend upon a satisfactory outcome to these due diligence activities. Final internal approval requires action by our Investment Review Committee. If the committee grants approval, we will prepare the Partnership Agreement and discuss with you and your attorneys all closing documentation and checklist items. This Investment Review Committee must approve this proposed Investment and the closing must occur by the date shown in Paragraph 5 above. We reserve the right to terminate this Letter if we determine that any of the conditions described in this paragraph have not or will not be met in a timely manner.

The Landings at Sugarloaf Key

May 1, 2025

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Upon receipt of this Letter executed by you, and receipt of the items that will be requested under separate cover, NEF will begin its due diligence on the Project Investment. At your request, we may engage outside counsel to draft documents and conduct legal reviews prior to approval of this transaction by our Investment Review Committee, on the condition that you assume responsibility for payment of our legal fees if the Investment is not approved or the Investment does not close due to a change of assumptions incorporated in the Projections or due to other reasons outside of NEF's control.

We look forward to working with you and your organization on this important affordable housing project in your community.

Sincerely,

NATIONAL EQUITY FUND, INC.



Mark Furey
VP, Originations

Accepted: Rural Neighborhoods, Inc.

By: LANDINGS AT SUGARLOAF, LLC
Its: Managing General Partner

By: [Signature]

DATE: 5/1/25

Exhibit A - Projected Financial Information (Projections)

EXHIBIT A

Projected Financial Information (Projections)

| Project Description | |
|-------------------------------|-----------|
| The Landings at Sugarloaf Key | |
| 85 S. Point Drive | |
| Summerland Key | |
| | FL |
| | 33042 |
| Monroe | |
| Rural | |
| | 5/1/25 |
| Rural Neighborhoods, Inc. | |
| Non-Profit | |
| # Total Buildings | 4 |
| | 56 |
| New | |
| Family | |
| | 21% |
| | Y |
| | 9% |
| | N |
| | 10/1/2026 |
| HUD QCT/DDA | DDA |
| | 130% |
| | N |
| | 82256 |

| Timing Assumptions | |
|------------------------------|----------|
| NEF Admission to Partnership | 7/1/25 |
| NEF Initial Funding | 7/1/25 |
| Construction Start | 7/1/25 |
| Placed in Service | 9/1/26 |
| Permanent Loan Closing | 7/1/25 |
| Projected First Credit Year | 2026 |
| Sale of Project | 12/31/41 |

| Partnership Information | |
|---|--------|
| Is Developer Cash Basis? (Y/N) | N |
| General Partner Tax Exempt (Y/N) | N |
| Co-General Partner Tax Exempt (Y/N) | N |
| State Limited Partner | N/A |
| State or 3rd Party Equity Pari Passu | N |
| Lower-Tier LP Profit/Loss & Credits Share | 99.99% |
| Lower-Tier State LP Profit/Loss & Credits Share | 0.00% |
| Lower-Tier GP Profit/Loss & Credit Share | 0.01% |
| Sale Proceeds Share - LP Portion | 10.00% |
| Sale Proceeds Share - GP Portion | 90.00% |
| Lower-Tier LP Cash Flow Distribution Percentage | 99.99% |
| Lower-Tier State LP Cash Flow Distribution Percentage | 0.00% |

| Escalators | |
|--|-------|
| Annual Residential Rent Increase - LIHTC | 2.00% |
| - Subsidized | 2.00% |
| Annual Residential Rent Increase - Mkt | 2.00% |
| Residential Vacancy Rate - LIHTC | 6.00% |
| -Subsidized | 7.00% |
| -Mkt | 7.00% |
| Annual Commercial Rent Increase | 2.00% |
| Commercial Vacancy Rate | 7.00% |
| Other Income Growth Rate | 2.00% |
| Annual Expense Increase | 3.00% |

| Reserves and Fees | | | | | | | |
|-------------------|-----|--------------------|--------------------------|------------------------|-------------|-----------------------------------|-----------------------|
| | Y/N | \$ Amt or % of EGI | Accrue Fee/Funding (Y/N) | Interest Earnings Rate | Growth Rate | Estimated Reserve Amount per Unit | Target Reserve Amount |
| Reserve | Y | 16,800 | | 2.00% | 3.00% | \$300 | |
| Reserve | | | | 2.00% | 3.00% | | |
| Reserve | | | | 2.00% | 3.00% | | |
| Fee | Y | 4,200 | Y | 2.00% | 3.00% | | |
| GP | | | | 2.00% | 3.00% | | |
| | Y | 90.0% | | | | | |
| Row | | | | 2.00% | 3.00% | | |
| Res | | | | 2.00% | 3.00% | | |

Tax Credit Information

| | | | | |
|------------|-------------|--------------------------------------|------------------|--|
| | 4.00% | Date | 1/1/24 | |
| | 9.00% | Date | 1/1/24 | |
| | Y | Date | 1/1/24 | |
| it Res | \$2,375,000 | Year of Allocation | 2024 | |
| ocation | | Elected set-aside | Income Averaging | |
| ocation | \$2,375,000 | (\$684,968) | Unallocated | |
| Allocated | \$2,375,000 | | | |
| icated | \$0 | | | |
| ercial | 26,153,574 | | | |
| (Y/N) | | | | |
| | | Length of LURA | 30 | |
| | N | Applicable Fed. Rate (AFR) | 4.15% | |
| N) | N | AFR Date | Nov 24 | |
| (Y/N) | N | Deferred Developer Fee Interest Rate | 0.00% | |
| (Y/N) | N | | | |
| Years | | | | |
| ? (Y/N) | N | | | |
| dit? (Y/N) | N | Number of Years | | |

| | |
|---------------------------|----------------|
| NEF Regional Team: | |
| | Jason Aldridge |
| | |
| | Mark Furey |
| | |
| | |
| | |
| | |
| | |
| | |

Other Annual Income

| | | |
|--------------|---------------|-----------|
| Laundry | 30,240 | 45 |
| Vending | | |
| Other Income | 16,800 | 25 |
| Other | | 0 |
| TOTAL | 47,040 | 70 |

5-01-2025 (4 month ODR)
5/1/2025 11:42 AM

Is 266 election required

Is 168h election required Y

Making 163j Election Y

Re-Syndication

NEF Other

| Tax Exempt Bond Financing | |
|---------------------------|--|
| Bond Issuer | |
| Credit Enhancement Type | |
| Enhancement Provided by | |
| Bond Purchaser: | |
| Date of Bond Issuance | |
| Are These Draw Down Bonds | |

| Predevelopment loan | |
|------------------------------|-----|
| NEF Equity Bridge Loan | N |
| Permanent Supportive Housing | |
| PSH Set Aside | Y/N |
| PSH % Requirement | |
| PSH Unit Requirement | |
| PSH Agreement Length (YRS) | |

| | Total | | |
|-------------------------|------------|--------------|-------------------|
| | Credits | Price/Credit | Equity |
| | 23,747,625 | 0.8050 | 19,116,838 |
| redits | 0 | | 0 |
| urchased by NEF | 0 | | 0 |
| urchased by NEF | 0 | | 0 |
| | 0 | | 0 |
| | 0 | | 0 |
| pplicable) | 0 | | 0 |
| pplicable) | 0 | | 0 |
| Equity | | | 19,116,838 |
| urchased by a 3rd Party | 0 | | 0 |
| | | | |
| urchased by a 3rd Party | 0 | | 0 |
| | | | |
| | | | 19,116,838 |

0

| 3rd Party Calculations | |
|--------------------------------|-------|
| 3rd Party State Credits | 0 |
| 3rd Party State Credit Equity | 0 |
| 3rd Party Equity as % of Total | 0.00% |

| Federal Equity Installments | | | | | | | | | | | | |
|-----------------------------------|---------|----------|---------------------------|--------------|-----------------------|---------------|------------------------|--------------|-------------------|----------------------|------------------|-----------------------|
| Equity Type | Date | Qtr Paid | Development Costs Percent | Project Cost | Developer Fee Percent | Developer Fee | Total Reserves Payment | NEF Reserves | Total Equity Paid | Total Equity Percent | 3rd Party Equity | NEF and 3rd Pa EQUITY |
| Closing | 7/1/25 | 9/30/25 | 15.34% | 2,502,044 | 15.00% | 365,482 | | 0 | 2,867,526 | 15.00% | 0 | 2,867,5 |
| Construction | 3/1/26 | 3/31/26 | | 0 | | 0 | | 0 | 0 | 0.00% | 0 | |
| nstruction Completion / PIS | 10/1/26 | 12/31/26 | 52.64% | 8,583,801 | 40.00% | 974,618 | | 0 | 9,558,419 | 50.00% | 0 | 9,558,4 |
| tabilization / Conversion | 4/1/27 | 6/30/27 | 32.01% | 5,219,449 | 20.00% | 487,309 | 375,000 | 375,000 | 6,081,758 | 31.81% | 0 | 6,081.7 |
| 8609 | 6/1/27 | 6/30/27 | | 0 | 25.00% | 609,136 | | 0 | 609,136 | 3.19% | 0 | 609,1 |
| | | | | 0 | | 0 | | 0 | 0 | 0.00% | 0 | |
| | | | | 0 | | 0 | | 0 | 0 | 0.00% | 0 | |
| | | | | 0 | | 0 | | 0 | 0 | 0.00% | 0 | |
| | | | 100.00% | 16,305,294 | 100.00% | 2,436,545 | 375,000 | 375,000 | 19,116,839 | 100.00% | 0 | 19,116.8 |
| Project Costs from Federal Equity | | | | 16,305,294 | Dev Fee Error | | Equity error | | Equity Agrees | | | |

| | Federal Investor | State Investor |
|-----------|------------------|----------------|
| 100.00% | | |
| 4,503,311 | | |
| 2,066,767 | | |
| 2,436,544 | 2,436,544 | 0 |
| 45.89% | | |

| Reserves | Total | Federal Investor | State Investor |
|-----------------|----------------|------------------|----------------|
| Operating | 375,000 | 375,000 | 0 |
| Replacement | 0 | 0 | 0 |
| Revenue Deficit | 0 | 0 | 0 |
| Services | 0 | 0 | 0 |
| Other | 0 | 0 | 0 |
| Total | 375,000 | 375,000 | 0 |

| Units | HUD FMR | S8 Pymt Standard | Net LIHTC Rent | Tenant Pd Utility | Gross LIHTC Rent | Market Units Rent | Achievable Market Rent | During Contract | After Contract | Subsidy Type | Term (yrs) | Stressed Term (yrs) | Monthly Comm Income | Total Monthly Income | Stressed Income Escalator | Sq Ft / Unit | Total Sq Ft | Max LIHTC Rent @ wage: AMR | % of Rent Below LIHTC Max | After Contract Rent % Below LIHTC Max | Rent As Max % of Income | % of AMR of After Contract Rents | % of Rent Below Avg Market Rent | |
|-------|---------|------------------|----------------|-------------------|------------------|-------------------|------------------------|-----------------|----------------|--------------|------------|---------------------|---------------------|----------------------|---------------------------|--------------|-------------|----------------------------|---------------------------|---------------------------------------|-------------------------|----------------------------------|---------------------------------|--|
| | | | 618 | 115 | | | | | | | | | | 618 | 2.00% | 600 | 600 | 733 | 0% | | 30.0% | | #DIV/0! | |
| | | | 1,106 | 115 | | | | | | | | | | 1,106 | 2.00% | 600 | 600 | 1,222 | 0% | | 50.0% | | #DIV/0! | |
| | | | 1,351 | 115 | | | | | | | | | | 1,351 | 2.00% | 600 | 600 | 1,466 | 0% | | 60.0% | | #DIV/0! | |
| | | | 1,596 | 115 | | | | | | | | | | 1,596 | 2.00% | 600 | 600 | 1,711 | 0% | | 70.0% | | #DIV/0! | |
| | | | 734 | 145 | | | | | | | | | | 2,936 | 2.00% | 850 | 3,400 | 880 | 0% | | 30.0% | | #DIV/0! | |
| | | | 1,321 | 145 | | | | | | | | | | 15,852 | 2.00% | 850 | 10,200 | 1,466 | 0% | | 50.0% | | #DIV/0! | |
| | | | 1,615 | 145 | | | | | | | | | | 9,690 | 2.00% | 850 | 5,100 | 1,760 | 0% | | 60.0% | | #DIV/0! | |
| | | | 1,907 | 145 | | | | | | | | | | 41,954 | 2.00% | 850 | 18,700 | 2,052 | 0% | | 70.0% | | #DIV/0! | |
| | | | 2,201 | 145 | | | | | | | | | | 6,603 | 2.00% | 850 | 2,550 | 2,346 | 0% | | 80.0% | | #DIV/0! | |
| | | | 2,201 | 145 | | | | | | | | | | 2,201 | 2.00% | 850 | 850 | 2,346 | 0% | | 80.0% | | #DIV/0! | |
| | | | 851 | 165 | | | | | | | | | | 851 | 2.00% | 1,100 | 1,100 | 1,017 | 0% | | 30.0% | | #DIV/0! | |
| | | | 1,528 | 165 | | | | | | | | | | 1,528 | 2.00% | 1,100 | 1,100 | 1,695 | 0% | | 50.0% | | #DIV/0! | |
| | | | 1,868 | 165 | | | | | | | | | | 1,868 | 2.00% | 1,100 | 1,100 | 2,033 | 0% | | 60.0% | | #DIV/0! | |
| | | | 2,207 | 165 | | | | | | | | | | 2,207 | 2.00% | 1,100 | 1,100 | 2,372 | 0% | | 70.0% | | #DIV/0! | |
| | | | | | | | | | | | | | | | 2.00% | | | | | | | | | |
| | | | | | | | | | | | | | | | 2.00% | | | | | | | | | |

Is Commercial Unit a Community Service Facility N Annual Section 8 Overhang / Base Year 0 0 47,600

Percent Residential 100.00%

BE Occupancy Year 1 0.926602

BE Occupancy Year 15 0.943453

| | LIHTC | Market | Commercial | Subsidized | TOTAL | Garages | Day Care Bldg |
|----------------------|-----------|--------|------------|------------|-----------|---------|---------------|
| Total Units | 56 | 0 | 0 | 0 | 56 | | |
| Monthly Rent | 90,361 | 0 | 0 | 0 | 90,361 | | |
| Annual Rent | 1,084,332 | 0 | 0 | 0 | 1,084,332 | 0 | 0 |
| Total Rentable/Sq Ft | 47,600 | 0 | 0 | 0 | 47,600 | | |

0 Total Commercial Sq Ft
 0 Is Commercial Space a Master Lease (Y/N)
 0 Commercial Rent per Sq Ft
 Type of Lease NN or NNN)
 Is Commercial Space Eligible for Historic Credits

checked 11/12/24
 ion year
 Average 60.00%

| | Utilities | Source | Date |
|-------------|-----------|--------|------|
| Tenant Paid | | | |
| Owner Paid | | | |

| Market Study | | |
|--------------|--|--|
| Source | | |
| Date | | |

Max LIHTC Income and Rents

| # BDRMS | Family Size | Adj Factor | 30% | | 50% | | 60% | | 70% | | 80% | | 120% | |
|---------|-------------|------------|--------|-------|--------|-------|---------|-------|---------|-------|---------|-------|---------|-------|
| | | | Income | Rent | Income | Rent | Income | Rent | Income | Rent | Income | Rent | Income | Rent |
| 0 | 1 | 0.70 | 27,400 | 685 | 45,650 | 1,141 | 54,750 | 1,368 | 63,850 | 1,596 | 73,000 | 1,825 | 109,500 | 2,737 |
| 1 | 1.5 | 0.75 | 29,350 | 733 | 48,900 | 1,222 | 58,650 | 1,466 | 68,450 | 1,711 | 78,200 | 1,955 | 117,300 | 2,932 |
| 2 | 2 | 0.80 | 31,300 | 782 | 52,150 | 1,303 | 62,550 | 1,563 | 73,000 | 1,825 | 83,400 | 2,085 | 125,100 | 3,127 |
| 2 | 3 | 0.90 | 35,200 | 880 | 58,650 | 1,466 | 70,400 | 1,760 | 82,100 | 2,052 | 93,850 | 2,346 | 140,750 | 3,518 |
| 4 | 4 | 1.00 | 39,100 | 977 | 65,150 | 1,628 | 78,200 | 1,955 | 91,250 | 2,281 | 104,250 | 2,606 | 156,400 | 3,910 |
| 3 | 4.5 | 1.04 | 40,700 | 1,017 | 67,800 | 1,695 | 81,350 | 2,033 | 94,900 | 2,372 | 108,450 | 2,711 | 162,650 | 4,066 |
| 5 | 5 | 1.08 | 42,250 | 1,056 | 70,400 | 1,760 | 84,450 | 2,111 | 98,550 | 2,463 | 112,600 | 2,815 | 168,900 | 4,222 |
| 6 | 6 | 1.16 | 45,350 | 1,133 | 75,600 | 1,890 | 90,700 | 2,267 | 105,850 | 2,646 | 120,950 | 3,023 | 181,400 | 4,535 |
| 7 | 7 | 1.24 | 48,500 | 1,212 | 80,800 | 2,020 | 96,950 | 2,423 | 113,150 | 2,828 | 129,300 | 3,232 | 193,900 | 4,847 |
| 5 | 7.5 | 1.28 | 50,650 | 1,251 | 83,400 | 2,085 | 100,100 | 2,502 | 116,750 | 2,918 | 133,450 | 3,336 | 200,150 | 5,003 |
| 8 | 8 | 1.32 | 51,600 | 1,290 | 86,000 | 2,150 | 103,200 | 2,580 | 120,400 | 3,010 | 137,600 | 3,440 | 206,400 | 5,160 |

| | Annual Expense | Per Unit | Escalator | Comments | alternate property mgmt fee calculation |
|---|----------------|----------|-----------|----------|---|
| Management Fee | 53,169 | 949 | 3.00% | | |
| Mgmt. Fees | | 0 | 3.00% | | |
| /Auditing | | 0 | 3.00% | | |
| | | 0 | 3.00% | | |
| Utilities & Expense | | 0 | 3.00% | | |
| Answering Service | | 0 | 3.00% | | |
| TC Compliance Monitoring | | 0 | 3.00% | | |
| Admin. | 21,000 | 375 | 3.00% | | |
| | 74,169 | 1,324 | | | 53,169 |
| Executive Payroll | 100,800 | 1,800 | 3.00% | | |
| Executive Payroll | | 0 | 3.00% | | |
| Payroll | | 0 | 3.00% | | |
| Benefits | | 0 | 3.00% | | |
| Payroll and Related | | 0 | 3.00% | | |
| | 100,800 | 1,800 | | | |
| Common Area | | 0 | 3.00% | | Owner Paid |
| Oil/Coal (Common Area) | | 0 | 3.00% | | Tenant Paid |
| Power | | 0 | 3.00% | | |
| Water Units) | | 0 | 3.00% | | |
| Oil/Coal (for Units) | | 0 | 3.00% | | |
| Utilities | 100,800 | 1,800 | 3.00% | | |
| | 100,800 | 1,800 | | | |
| Sanitorial) | | 0 | 3.00% | | |
| Maintenance | | 0 | 3.00% | | |
| Painting | | 0 | 3.00% | | |
| Inspection | | 0 | 3.00% | | |
| Maintenance | | 0 | 3.00% | | |
| Maintenance Contract | 14,000 | 250 | 3.00% | | |
| Decorating/Make-ready | | 0 | 3.00% | | |
| | 28,000 | 500 | 3.00% | | |
| Contract | 14,000 | 250 | 3.00% | | |
| | | 0 | 3.00% | | |
| | | 0 | 3.00% | | |
| Deval/Snow Removal | | 0 | 3.00% | | |
| Equipment Maintenance | | 0 | 3.00% | | |
| Special Ops and Maint Expenses | | 0 | 3.00% | | |
| | | 0 | 3.00% | | |
| | 56,000 | 1,000 | | | |
| Litigations | 5,600 | 100 | 3.00% | | |
| Leases | | 0 | 3.00% | | |
| Marketing and Leasing | | 0 | 3.00% | | |
| | 5,600 | 100 | | | |
| Liability | 113,400 | 2,025 | 3.00% | | |
| Fees, Licenses & Fees | | 0 | 3.00% | | |
| Taxes | 92,400 | 1,650 | 3.00% | | |
| Liability (Hazard) | 113,400 | 2,025 | 3.00% | | |
| Insurance | | 0 | 3.00% | | |
| | 319,200 | 5,700 | | | |
| Total Annual Operating Budget | 656,569 | | | | |
| Annual Operating Budget per Unit (PUPA) | 11,724 | | | | |

Is the project providing a washer/dryer in unit(s)?
Which units are provided w/washer & dryer

| |
|-----|
| Y/N |
|-----|

| 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 0 | 17 | TOTAL |
|-------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------|-------|-------------|
| 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 0 | 18 | |
| 0.00% | 17.86% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 0.00% | 0.00% | |
| 0 | 193,631 | 1,106,019 | 1,128,139 | 1,150,702 | 1,173,716 | 1,197,190 | 1,221,134 | 1,245,557 | 1,270,468 | 1,295,877 | 1,321,795 | 1,348,231 | 1,375,195 | 1,402,699 | 1,430,753 | 1,459,368 | 0 | 0 | 19,320,472 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 193,631 | 1,106,019 | 1,128,139 | 1,150,702 | 1,173,716 | 1,197,190 | 1,221,134 | 1,245,557 | 1,270,468 | 1,295,877 | 1,321,795 | 1,348,231 | 1,375,195 | 1,402,699 | 1,430,753 | 1,459,368 | 0 | 0 | 19,320,472 |
| 0 | (11,618) | (66,361) | (67,688) | (69,042) | (70,423) | (71,831) | (73,268) | (74,733) | (76,228) | (77,753) | (79,308) | (80,894) | (82,512) | (84,162) | (85,845) | (87,562) | 0 | 0 | (1,159,228) |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 8,400 | 47,981 | 48,940 | 49,919 | 50,916 | 51,936 | 52,975 | 54,034 | 55,115 | 56,217 | 57,341 | 58,488 | 59,656 | 60,851 | 62,068 | 63,310 | 0 | 0 | 838,152 |
| 0 | (504) | (2,879) | (2,936) | (2,995) | (3,055) | (3,116) | (3,178) | (3,242) | (3,307) | (3,373) | (3,440) | (3,509) | (3,579) | (3,651) | (3,724) | (3,799) | 0 | 0 | (60,289) |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 189,909 | 1,084,759 | 1,106,455 | 1,128,584 | 1,151,155 | 1,174,179 | 1,197,662 | 1,221,615 | 1,246,048 | 1,270,969 | 1,296,388 | 1,322,316 | 1,348,762 | 1,375,737 | 1,403,252 | 1,431,317 | 0 | 0 | 18,949,107 |
| 0 | 13,244 | 76,394 | 78,686 | 81,046 | 83,478 | 85,982 | 88,562 | 91,219 | 93,955 | 96,774 | 99,677 | 102,667 | 105,747 | 108,920 | 112,187 | 115,553 | 0 | 0 | 1,434,091 |
| 0 | 18,000 | 103,824 | 106,939 | 110,147 | 113,451 | 116,855 | 120,360 | 123,971 | 127,690 | 131,521 | 135,467 | 139,531 | 143,717 | 148,028 | 152,469 | 157,043 | 0 | 0 | 1,949,014 |
| 0 | 18,000 | 103,824 | 106,939 | 110,147 | 113,451 | 116,855 | 120,360 | 123,971 | 127,690 | 131,521 | 135,467 | 139,531 | 143,717 | 148,028 | 152,469 | 157,043 | 0 | 0 | 1,949,014 |
| 0 | 10,000 | 57,680 | 59,410 | 61,193 | 63,028 | 64,919 | 66,867 | 68,873 | 70,939 | 73,067 | 75,259 | 77,517 | 79,843 | 82,238 | 84,705 | 87,246 | 0 | 0 | 1,082,785 |
| 0 | 1,000 | 5,798 | 5,941 | 6,119 | 6,303 | 6,492 | 6,687 | 6,887 | 7,094 | 7,307 | 7,526 | 7,752 | 7,984 | 8,224 | 8,471 | 8,725 | 0 | 0 | 108,279 |
| 0 | 57,000 | 328,776 | 338,639 | 348,798 | 359,262 | 370,040 | 381,141 | 392,576 | 404,353 | 416,484 | 428,978 | 441,847 | 455,103 | 468,756 | 482,819 | 497,303 | 0 | 0 | 6,171,877 |
| 0 | 117,244 | 676,266 | 696,554 | 717,451 | 738,974 | 761,143 | 783,978 | 807,497 | 831,722 | 856,674 | 882,374 | 908,845 | 936,110 | 964,194 | 993,120 | 1,022,913 | 0 | 0 | 12,695,059 |
| 0 | 3,000 | 17,304 | 17,823 | 18,358 | 18,909 | 19,476 | 20,060 | 20,662 | 21,282 | 21,920 | 22,578 | 23,255 | 23,953 | 24,671 | 25,412 | 26,174 | 0 | 0 | 324,836 |
| 0 | 120,244 | 693,570 | 714,377 | 735,808 | 757,883 | 780,619 | 804,038 | 828,159 | 853,004 | 878,594 | 904,952 | 932,100 | 960,063 | 988,865 | 1,018,531 | 1,049,087 | 0 | 0 | 13,019,894 |
| 0 | 69,664 | 391,189 | 392,077 | 392,775 | 393,273 | 393,559 | 393,624 | 393,456 | 393,044 | 392,375 | 391,436 | 390,216 | 388,699 | 386,872 | 384,721 | 382,230 | 0 | 0 | 5,929,212 |
| 0.00 | 1.58 | 1.58 | 1.55 | 1.53 | 1.52 | 1.50 | 1.49 | 1.48 | 1.48 | 1.45 | 1.43 | 1.42 | 1.40 | 1.39 | 1.38 | 1.36 | 0.00 | 0.00 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 13,001 | 20,629 | 22,065 | 23,602 | 25,245 | 27,003 | 28,883 | 30,894 | 33,045 | 35,346 | 37,807 | 40,440 | 43,255 | 46,267 | 49,489 | 0 | 0 | 476,971 |
| 0 | 0 | 175,246 | 261,742 | 260,306 | 258,769 | 257,126 | 255,368 | 253,488 | 251,477 | 249,326 | 247,025 | 244,564 | 241,931 | 239,116 | 236,104 | 232,882 | 0 | 0 | 3,664,470 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 188,247 | 282,371 | 282,371 | 282,371 | 282,371 | 282,371 | 282,371 | 282,371 | 282,371 | 282,371 | 282,371 | 282,371 | 282,371 | 282,371 | 282,371 | 0 | 0 | 4,141,441 |
| 0 | 69,664 | 202,942 | 109,706 | 110,404 | 110,902 | 111,188 | 111,253 | 111,085 | 110,673 | 110,004 | 109,065 | 107,845 | 106,328 | 104,501 | 102,350 | 99,859 | 0 | 0 | 1,787,771 |
| 0.00 | 0.00 | 2.08 | 1.39 | 1.39 | 1.39 | 1.39 | 1.39 | 1.39 | 1.39 | 1.39 | 1.39 | 1.38 | 1.38 | 1.37 | 1.36 | 1.35 | 0.00 | 0.00 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 0 | 0 | 735,060 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 49,004 | 0 | 0 | 735,060 |
| 0 | 69,664 | 153,938 | 60,702 | 61,400 | 61,898 | 62,184 | 62,249 | 62,081 | 61,669 | 61,000 | 60,061 | 58,841 | 57,324 | 55,497 | 53,346 | 50,855 | 0 | 0 | 1,052,711 |
| 0.00 | 0.00 | 1.65 | 1.18 | 1.19 | 1.19 | 1.19 | 1.19 | 1.19 | 1.19 | 1.18 | 1.18 | 1.17 | 1.17 | 1.16 | 1.15 | 0.00 | 0.00 | 0 | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 69,664 | 153,938 | 60,702 | 61,400 | 61,898 | 62,184 | 62,249 | 62,081 | 61,669 | 61,000 | 60,061 | 58,841 | 57,324 | 55,497 | 53,346 | 50,855 | 0 | 0 | 1,052,711 |
| 0.00 | 0.00 | 1.65 | 1.18 | 1.19 | 1.19 | 1.19 | 1.19 | 1.19 | 1.19 | 1.18 | 1.18 | 1.17 | 1.17 | 1.16 | 1.15 | 0.00 | 0.00 | 0 | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 69,664 | 153,938 | 60,702 | 61,400 | 61,898 | 62,184 | 62,249 | 62,081 | 61,669 | 61,000 | 60,061 | 58,841 | 57,324 | 55,497 | 53,346 | 50,855 | 0 | 0 | 1,052,711 |
| 0.00 | 0.00 | 1.65 | 1.18 | 1.19 | 1.19 | 1.19 | 1.19 | 1.19 | 1.19 | 1.18 | 1.18 | 1.17 | 1.17 | 1.16 | 1.15 | 0.00 | 0.00 | 0 | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 69,664 | 153,938 | 60,702 | 61,400 | 61,898 | 62,184 | 62,249 | 62,081 | 61,669 | 61,000 | 60,061 | 58,841 | 57,324 | 55,497 | 53,346 | 50,855 | 0 | 0 | 1,052,711 |
| 0.00 | 0.00 | 1.65 | 1.18 | 1.19 | 1.19 | 1.19 | 1.19 | 1.19 | 1.19 | 1.18 | 1.18 | 1.17 | 1.17 | 1.16 | 1.15 | 0.00 | 0.00 | 0 | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 69,664 | 153,938 | 60,702 | 61,400 | 61,898 | 62,184 | 62,249 | 62,081 | 61,669 | 61,000 | 60,061 | 58,841 | 57,324 | 55,497 | 53,346 | 50,855 | 0 | 0 | 1,052,711 |
| 0.00 | 0.00 | 1.65 | 1.18 | 1.19 | 1.19 | 1.19 | 1.19 | 1.19 | 1.19 | 1.18 | 1.18 | 1.17 | 1.17 | 1.16 | 1.15 | 0.00 | 0.00 | | |



March 19, 2025

Mr. Steven Kirk
President
Rural Neighborhoods
19308 SW 380th Street, PO Box 343529
Florida City, FL 33034

Dear Mr. Kirk:

Thank you for considering our proposal! This letter outlines the terms and conditions under which Enterprise Housing Credit Investments ("Enterprise") as representative for one or more equity funds will make an equity investment in Landings at Sugarloaf (the "Project") located in Lower Sugarloaf Key, FL.

A. The Project

- Involves the new construction of 56 rental units in four buildings, 100% of which will be leased to LIHTC-eligible households
- Is projected to qualify for:
 - \$2,375,000 of annual Federal Low-Income Housing Tax Credits (the "Federal Housing Credit"), based on the following tax credit percentage, which will be locked as of closing: 9% for construction

B. Project Ownership, Fees, Cash Flow and Capital Proceeds Allocations

- Sponsored by Rural Neighborhoods, Inc. (the "Sponsor")
- The general partner will be a for-profit subsidiary of the Sponsor (the "General Partner"), which will be a single purpose entity with a 0.01% interest in the partnership. While the LOI refers to an LP structure for the partnership, the Sponsor may subsequently propose to use an LLP or LLC structure.
- The Enterprise equity fund will be the limited partner (the "Limited Partner") with a 99.99% interest in the partnership
- Development Fee – the development fee in the amount of \$4,207,134 will be payable as follows:
 - \$2,747,626 is projected to be paid out of equity as detailed in Section C below
 - \$0.00 is projected to be paid from sources other than equity on terms approved by the Limited Partner
 - The remainder is deferred and paid from cash flow at the interest rate shown in the projections.
- Investor Services Fee - the Limited Partner will receive an investor services fee of \$7,500 inflating 3% per year paid in accordance with Section E. Unpaid investor

ENTERPRISE HOUSING CREDIT INVESTMENTS, LLC.

70 Corporate Center ■ 11000 Broken Land Parkway ■ Suite 700 ■ Columbia, MD 21044 ■ 410.964.0552 ■ www.EnterpriseCommunity.org

*If there is a discrepancy between any figures shown in this letter, compared to the projections shared by Enterprise, please defer to the projections.

services fee will accrue without interest and be paid as a priority from subsequent cash flow or proceeds from refinancing or sale

- Partnership Administration Fee - the General Partner will receive a partnership administration fee of up to \$25,000, inflating at 3% per year paid in accordance with Section E. Unpaid partnership administration fee will accrue without interest to be paid from subsequent cash flow or proceeds from refinancing or sale
- Gross Income Allocation (GIA) –a priority cash distribution of 90% will be made to the General Partner (accompanied by a special allocation of an equal amount of income) with the remainder to the Limited Partner
- Credits and operating profits and losses - will be allocated 0.01% to the General Partner with the remainder to the Limited Partner
 - Special Allocation of Losses to the GP - Subsequent to the credit period at the discretion of the Fund, up to 90% of losses may be reallocated to the General Partner to minimize exit taxes.

Ownership Assumptions

| | Inv. Mem. | For Profit MM/AM | Non Profit MM/AM |
|--|-----------|------------------|------------------|
| Percentage Ownership Interest | 99.990% | 0.01% | 0.00% |
| Share of CF After GIA | 99.990% | 0.01% | 0.00% |
| Share of Capital Proceeds at Sale | 10.000% | 90.00% | 0.00% |
| Investor Income Tax Rate: | 21.00% | Notes: | |
| GIA - (Priority Cash Distribution to GP) | | 90.00% | 0.00% |

- Refinance or Sale Proceeds Split – proceeds will be distributed 90% to the General Partner with the remainder to the Limited Partner

C. Pricing of Credits and Schedule of Capital Contribution Payments

The Limited Partner proposes making an investment of \$19,000,000 based upon:

- \$0.80 per dollar of Federal Housing Credit (“Federal Housing Credit Price”)

We assume the Limited Partner will be admitted to the partnership September 1, 2025. If prior to closing there are material changes in the underwriting or timing assumptions or Enterprise’s cost or availability of capital, or if the planned closing date is delayed, the Limited Partner may adjust the investment. Capital contributions (“Payments”), as scheduled in the projections, will be due upon the satisfaction of conditions and delivery of the items outlined below, to the extent not provided at closing, with approval by the Limited Partner. All Payments are contingent upon satisfaction of the conditions of prior Payments, and receipt of reporting items (see Section I below) and representations and warranties to insure the Project’s viability. Additional conditions may be imposed during underwriting and will be reflected in the final partnership agreement (the “Partnership Agreement”).

First Payment: Admission \$2,850,000 (15%)

Up to the amount projected but limited to the amount needed to cover immediate costs.

\$686,907 of Development Fee (25% of paid fee) will be paid as part of this Payment.

Second Payment: Completion (Partial Paydown) \$3,230,000 (17%)

\$0 of Development Fee (0% of paid fee) will be paid as part of this Payment.

On the latest to occur of April 1, 2027 and:

- Loan documents for loans closed as of the admission date
- Owner's title insurance policy
- Carryover allocation agreement and accountant certified 10% documentation
- Temporary certificates of occupancy for 100% of the units (for renovation projects, all applicable building department signoff on permits or recorded notice of completion or other such confirmation that the local government approves of the completed work may be acceptable in lieu of certificates of occupancy)
- Construction completion which requires that the Limited Partner and its consultant accept the architect certification that construction is complete in accordance with the relevant project documents, excepting punch list items that do not impede occupancy on a full rent paying basis provided that funds are escrowed or retained by construction lender to complete them
- Radon testing for each building and evidence of mitigation, if required
- Title report evidencing there are no recorded mechanics liens that have not been released or bonded against
- Partial lien release and current AIA forms G702 and G703
- Current source and use schedule for the Project confirming sufficient funds will be available to achieve loan conversion ("Loan Conversion") which consists of:
 - Conversion of all loans to permanent status
 - Closing and funding of all permanent loans in accordance with the terms shown on the Projections
 - Repayment of all construction loans
 - Approval of all loan documents
- Required insurance
- General Partner's Section 168(h)(6)(F) election
- Satisfactory evidence of the partnership's valid and timely election to be treated as an "electing real property trade or business" under Section 163(j)(7)(B) of the Code:
- If applicable, evidence that application has been properly filed for special property tax classification, abatement, or exemption

Third Payment: Completion (Cost Cert) \$10,070,000 (53%)

\$686,907 of Development Fee (25% of paid fee) will be paid as part of this Payment.

On the latest to occur of July 1, 2027 and:

- Draft accountant prepared cost certification documenting the Project's eligible basis, balanced sources and uses, and calculation of annual credit

- Current source and use schedule for the Project confirming sufficient funds will be available to achieve loan conversion (“Loan Conversion”) which consists of:
 - Conversion of all loans to permanent status
 - Closing and funding of all permanent loans in accordance with the terms shown on the Projections
 - Repayment of all construction loans
 - Approval of all loan documents

Fourth Payment: Conversion/Stabilization \$2,575,000 (13.55%)

\$1,098,812 of Development Fee (40% of paid fee) will be paid as part of this Payment.

On the latest to occur of July 1, 2027 and:

- Permanent certificates of occupancy for 100% of the units (for renovation projects, all applicable building department signoff on permits or recorded notice of completion or other such confirmation that the local government approves of the completed work may be acceptable in lieu of certificates of occupancy)
- Final mechanic’s lien release and final AIA forms G702 and G703
- Final as-built ALTA survey
- Recorded extended use agreement. When the state process precludes recording the extended use agreement prior to the end of the first credit year, Enterprise may defer this requirement
- Final accountant certified cost certification documenting the Project’s eligible basis, balanced sources and uses, and calculation of annual credit
- 98% documented tax credit qualified occupancy
- Credit projection
- If applicable, executed PILOT agreement or approval of property tax classification, abatement, or exemption
- Stabilization Date, which is the date that is the later of:
 - i. Construction completion
 - ii. The date the Project has satisfied the required debt service coverage ratio (the “Coverage Ratio”) of 1.15 for a period of three (3) consecutive calendar months evidenced as a single time period, with revenues calculated on a cash basis and expenses on an accrual basis. Rental and operating subsidy payments receivable may be included in rental income (up to the projected subsidy income) provided such amounts are not more than sixty (60) days in arrears. Revenue shall not include non-recurring revenue nor tenant-based voucher income exceeding maximum Federal Housing Credit rents. Throughout this period, the underwritten physical occupancy of the residential units is achieved and revenue equals or exceeds projected effective gross income. Project expenses (including required reserve funding) will be the greater of:
 - 1. actual expenses; OR
 - 2. the lesser of
 - A. the expenses shown on the projections
 - B. the current approved budget

Note that the Coverage Ratio may be adjusted upward during underwriting to maintain appropriate minimum Coverage Ratio during the initial compliance period.

For declining coverage ratio deals: the Coverage Ratio for Stabilization shall equal the greater of 1.15 1.05 for DCR or that which maintains compliance with permanent lender requirements through the Compliance Period or 1.10 DCR through the end of the Compliance Period. The trending and vacancy used in this analysis will be the final underwritten growth in revenues, expenses, and vacancy. If during underwriting we structure into the deal a Coverage Ratio Reserve, the projected releases as projected would be credited to the NOI for the purposes of this analysis.

- Loan Conversion, which may be simultaneous with equity funding per this Payment

Fifth Payment: 8609 \$275,000 (1.45%)

\$275,000 of Development Fee (10% of paid fee) will be paid as part of this Payment.

On the latest to occur of October 1, 2027 and:

- Receipt of IRS Form(s) 8609
- Tax return for the first Federal Housing Credit year

These installments will be used as follows:

| Timing and Amount of LP Capital Contributions | | | | Project Costs | Developer Fee and Overhead | Legal | Operating Reserve | Total |
|---|-------------------|----------|--------------|---------------|----------------------------|----------|-------------------|--------------|
| Payment | Project Milestone | Date | | 15,785,804 | 2,747,626 | 55,000 | 411,570 | |
| 1 Admission | | 09/01/25 | | 2,108,093 | 686,907 | 55,000 | | 2,850,000 |
| 2 Completion | Partial Paydown | 04/01/27 | | 3,230,000 | | | | 3,230,000 |
| 3 Completion | Cost Cert | 07/01/27 | | 9,383,093 | 686,907 | | | 10,070,000 |
| 4 Stabilization / Conversion | | 07/01/27 | | 1,064,618 | 1,098,812 | | 411,570 | 2,575,000 |
| 5 Tax Returns / 8609s | | 10/01/27 | | | 275,000 | | | 275,000 |
| TOTAL | | | \$19,000,000 | \$15,785,804 | \$2,747,626 | \$55,000 | \$411,570 | \$19,000,000 |

D. Adjusters

The maximum aggregate upward adjuster is 5% of the projected total capital contribution and payment thereof shall not be subject to any conditions other than as may be set forth below. The calculation of the adjuster will be subject to the Limited Partner’s approval and include no negative tax implications to the Limited Partner. If the unpaid Payments are less than any downward adjustment, the General Partner will make a cash contribution in the amount of the deficiency on an after-tax basis to be distributed to the Limited Partner; credit adjuster advances shall be deemed a capital contribution of the General Partner, unless permitted, in the Limited Partner’s sole discretion after tax analysis, to be made in the form of a non-interest bearing, cash-flow contingent loan. The specific adjustments follow:

1. Total Credit Adjuster:

If there is a reduction of total credits of any type at any time, as compared to projections, then the next Payment will be reduced. The amount of the downward adjuster will be the respective credit price multiplied by the reduction of the relevant credits.

If there is an increase of total credits of any type, as compared to projections then the aggregate capital contribution will be increased as of the Payment for which 8609s are received. The amount of the upward adjuster will be the respective credit price multiplied by the increase of the relevant credits.

2. Timing Adjuster:

If there is a reduction in equity according to the following paragraphs, it will be implemented as of the Payment dependent upon the Stabilization Date. Any additional equity funded under this section D.2 will be payable as part of the Payment requiring receipt of the relevant tax return showing the faster delivery, by year. If the Project delivers fewer Federal Housing Credits than shown in the following schedule, total capital contribution will be reduced by \$0.58 per dollar of credit differential, and if the Project delivers more Federal Housing Credits than shown in the following schedule, total capital contributions will be increased by \$0.58 per dollar of credit differential:

| 2026 | 2027 |
|-----------|-------------|
| \$212,817 | \$2,375,000 |

The credit delivery shown is based on the unit leasing schedule shown on the Lease Up page in our attached projections. The timing adjusters may vary between LOI and final closing as the investor's internal rate of return requirement changes. If the increase in first year Federal Housing Credits results in any loss of Federal Housing Credits due to the 2/3 rule, the increase will be reduced by both the permanent loss of Federal Housing Credits and present value of the rescheduled credit delivery.

3. Recapture Adjuster

If the actual Federal Housing Credits allocated to the Limited Partner on the federal tax return are less than projected (after adjustments per D.1 and D.2 above), or there is recapture of Federal Housing Credits, then the Limited Partner's capital will be reduced by \$1.00 for every dollar reduction in the amount of Federal Housing Credits plus any interest and penalties imposed by the IRS.

If it is determined that a recapture adjuster will be applicable in subsequent years, the full adjuster for the future years will be made at the time of the initial determination. If the unpaid capital contributions are less than this adjustment, the General Partner will make a cash contribution in the amount of the deficiency on an after-tax basis. This contribution will be distributed to the Limited Partner.

4. Depreciation Adjuster

Failure to make various General Partner or Sponsor tax and Project depreciation elections as called for in the projections and the Partnership Agreement will result in a reduction in capital contributions to reflect the reduction in benefits to the Limited Partner. If unpaid

capital contributions are less than such adjustment, the General Partner will be required to make a cash contribution up to the amount of such reduction in tax benefits on an after-tax basis. This contribution will be distributed to the Limited Partner.

5. Excluded Credit Adjustment Amount

There will be no adjuster for any reduction or recapture of credits if such reduction or recapture is due solely to (i) an act or omission attributable to gross negligence or intentional misconduct of the Limited Partner in violation of the Partnership Agreement; (ii) the transfer by the Limited Partner of all or a portion of its interest in the Partnership; or (iii) any change in the Code or change in Treasury Regulations (except as related to the Average Income minimum set-aside election) that occurs after the effective date of the Partnership Agreement, with which the General Partner is unable to comply despite the exercise of good faith and reasonable efforts.

E. Application of Cash Flow and Refinance or Sale Proceeds

1. Cash Flow

Cash remaining after funding operating expenses, reserve deposits, and required debt service will be applied according to the following priorities:

- a) to the Limited Partner for:
 - i. unpaid credit deficiency
 - ii. taxes owed on taxable income allocated to the Limited Partner
 - iii. unpaid Investor Services Fees
- b) to replenish the operating reserve to required level
- c) to the property manager for the cash flow portion of property management fee (if related manager)
- d) to the developer to pay off remaining deferred Development Fee
- e) to the General Partner
 - i. to reimburse operating deficit contributions
 - ii. for Partnership Administration Fee (if applicable)
 - iii. to reimburse development advances, at the Limited Partner's sole discretion after tax analysis
- f) Contingent loan payments with limits for each loan scheduled in the projections and in accordance with the loan documents
- g) A percentage to the General Partner accompanied by a special allocation of income of such amount and the remainder to the Limited Partner per Section B above

2. Capital (Refinance or Sale) Proceeds

The proceeds of a refinance or sale of the Partnership's property, net of paying off outstanding debt, will be distributed according to the following priorities:

- a) to the Limited Partner for
 - i. unpaid credit deficiency
 - ii. taxes owed resulting from the sale or refinancing
 - iii. unpaid Investor Services Fees
- b) to the developer for unpaid Development Fee

- c) to the General Partner
 - i. to reimburse operating deficit contributions and credit adjuster advances
 - ii. for Partnership Administration Fee (if applicable)
 - iii. to reimburse development advances, at the Limited Partner's sole discretion after tax analysis
- d) Distributions to the General Partner and the remainder to the Limited Partner in accordance with Section B of this agreement.

F. Disposition of the Limited Partner's Interest

The Limited Partner will have an absolute right to withdraw from the Partnership after the credit period. Beginning after the credit period the Limited Partner may require the General Partner or its designee to purchase the Limited Partner's entire interest in the Partnership for one hundred dollars (\$100.00) and to provide adequate protection against the possibility of tax credit recapture through the end of the compliance period.

The General Partner will have the following purchase options which will terminate twelve months after each respective trigger date:

1. Purchase of the Limited Partner's Interest

The General Partner will have the option to purchase the Limited Partner's interest at the end of the initial compliance period for a price ("Buyout Price") equal to the greater of (a) the appraised value of the Limited Partner's interest subject to all applicable use restrictions, or (b) any taxes payable by the Limited Partner attributable to the sale of its interest in excess of projections (currently projected to be \$88,000).

2. Purchase of the Project

After the initial compliance period, the General Partner will have the option to purchase the Project for a price equal to the greater of (a) the as-is appraised value of the Project subject to all applicable use restrictions, or (b) (i) the total amount of debt on the Project, plus (ii) any taxes payable by the Limited Partner due to the sale, in excess of projections (currently projected to be \$88,000).

3. Right of First Refusal

The Sponsor, or another qualified 501(c)(3) corporation approved by Enterprise, will have a right of first refusal to purchase the real estate of the Partnership for a price equal to the sum of: (i) taxes payable by the Limited Partner due to the sale, and (ii) outstanding debt secured by the real estate.

G. General Partner Obligations

All obligations of the General Partner, including but not limited to the following, will be guaranteed by Rural Neighborhoods, Inc. (the "Guarantor"). The General Partner and Guarantor must demonstrate to Enterprise, in its sole and absolute discretion, their ability to provide meaningful guarantees. A detailed review of the Guarantor's financial capacity and REO schedule will be completed prior to closing, and material declines in Guarantor capacity may result in a requirement for additional guarantors. A \$2 million dollar liquidity covenant and \$5 million dollar net worth covenant will be required during the compliance period.

1. Guarantees

- a) Achieve lien-free construction completion, cover all development advances necessary for the completion of the Project, and convert to permanent financing at the amounts and terms shown in the projections. Advances under this guarantee will not be reimbursed, unless approved by the Limited Partner at their sole discretion, in which case they may be structured as non-interest bearing, cash-flow contingent loans.
- b) Advance funds needed to cover operating deficits until the later of the Stabilization Date or Loan Conversion.
- c) After the later of the Stabilization Date or Loan Conversion, advance funds needed to cover operating deficits up to 6 months of operating expenses, reserve contributions, and debt service currently scheduled to be \$412,000. The duration of this guarantee is at least 5 consecutive audited years (including the calendar year of Stabilization or Loan Conversion) following the later of Loan Conversion or Stabilization Date. This guarantee will continue until such time as:
 - i. the operating reserve is funded as per Projections
 - ii. the Project has achieved the Coverage Ratio for the final 2 consecutive years of the guarantee period. This ratio may be adjusted during underwriting to maintain a minimum Coverage Ratio during the initial compliance period
- d) Contribute capital to fund:
 - i. adjusters as described in Section D above;
 - ii. reserve accounts not funded due to capital contribution adjustments; and
 - iii. unpaid Development Fee at the end of the compliance period.
- e) Repurchase the Limited Partner's interest if:
 - (A) At any time before the Project has operated at Break-even for a period of three (3) consecutive calendar months, any loan is in default, after the expiration of any applicable notice and cure period, or an action is commenced and successfully executed to foreclose, abandon, or permanently enjoin the construction of the Project;

OR

- (B) If the Partnership fails to:
 - i. Receive a valid carryover allocation or spend the required 10% or place the construction expenses in service by the end of the second year following receipt of a valid carryover allocation
 - ii. Achieve the minimum set-aside test for the Project
 - iii. Achieve at least 75% of the projected Federal Housing Credit
 - iv. Operate at break-even for 3 consecutive months within 18 months of the completion date
 - v. Achieve Loan Conversion
 - vi. Maintain any loan commitment which is not replaced by a comparable commitment acceptable to the Limited Partner

- vii. Receive 8609s by September 1 of the second year after the first year of the credit period for the last building placed in service.
If the 8609s are delayed until after September 1 of the year after the first year of credits, then the first year's credits will be deferred until the following tax year. There will be timing adjuster implemented for late delivery of 8609s in the amount of \$0.09 cents for the delayed credit per tax year until the tax year that credits can be claimed upon receipt of the 8609s. If the project accountant claims credits prior to 8609 delivery due to reasonable cause (when applicable), this adjuster would not apply.

OR

- (C) Upon an Event of Bankruptcy with respect to the General Partner or the Guarantor prior to the completion date.

The repurchase price will be 100% of capital contributions made to date plus interest at the Prime Rate plus 2%, plus the costs and expenses incurred (including reasonable attorneys' fees incurred to enforce these provisions) less the credits allocated to the Limited Partner not subject to recapture.

- f) Indemnify the Partnership and the Limited Partner for any income tax liability on an after-tax basis or costs to remove liens realized by the Partnership or the Limited Partner in any taxable year attributable to any taxable grant not approved by the Limited Partner. This indemnification is a recourse obligation of the General Partner and shall survive the dissolution of the Partnership and/or the insolvency, bankruptcy, removal, or withdrawal of the General Partner.
- g) Indemnify and hold harmless the Partnership and the Limited Partner from any loss incurred due to the General Partner's gross negligence, fraud, willful misconduct, malfeasance, material breach of any representation, warranty, covenant, or agreement, or environmental violations. This indemnification is a recourse obligation of the General Partner and shall survive the dissolution of the Partnership and/or the insolvency, bankruptcy, removal, or withdrawal of the General Partner.

2. Reserve Requirements

- a) The operating reserve (the "Operating Reserve") will be funded in the total amount of at least 6 months of operating expenses, reserve contributions, and debt service plus the amount necessary to maintain the Coverage Ratio through the compliance period, and is currently scheduled to be \$411,570. After the Project has achieved the Stabilization Date and Loan Conversion, the General Partner will be permitted to use the Operating Reserve prior to making operating deficit contributions to the extent the Operating Reserve has been funded as of the date of the deficit.

Upon termination and winding up of the Partnership, subject to the provisions of the Partnership Agreement, the balance in the Operating Reserve shall be used to pay any tax (including exit and transfer taxes) imposed on the Partnership, the Limited Partner and its partners as a result of the sale of the Partnership Property and winding up of the Partnership or for other uses approved by the Limited Partner. Paying off Sponsor notes is an eligible use of these funds.

- b) The lease-up reserve (“Lease-Up Reserve”), must be budgeted in the amount needed to cover the projected deficits prior to the Stabilization Date. Borrowing authority under construction period loans may be used as a source. After the Stabilization Date, unused funded Lease-Up Reserve will reimburse development advances or reduce deferred Development Fee or partner or other loans (with the approval of the Limited Partner) with any remaining balance deposited into the Operating Reserve.
- c) The replacement reserve (the “Replacement Reserve”) will be funded from operations in the amount of \$300 per unit per year, increasing 3% annually. For rehabilitation projects, the physical needs over time analysis may indicate that a higher annual contribution is required.

H. Opinion of Counsel & Syndication Costs

The Limited Partner's attorneys will prepare the Partnership Agreement, review due diligence, and prepare the tax opinion. The Partnership will pay the Limited Partner's attorney fees, estimated to be \$55,000, but could be greater in the event of an extended closing schedule or extraordinary deal complexities.

The Limited Partner will require a satisfactory opinion of Partnership's counsel on certain corporate and other matters including formation of the Partnership, limited liability of the Limited Partner, no conflict between the Partnership Agreement and other binding contracts, no litigation, etc. The General Partner and the Partnership's counsel will prepare all other necessary documents, collect due diligence, legal opinions, and perform other work necessary to complete the transaction.

The Partnership will pay the costs of construction plan review and inspections as commissioned by the Limited Partner. Enterprise will endeavor to engage the same reviewer as lenders to manage costs. The Guarantor will be obligated to pay plan review and inspection invoices in a timely manner if the partnership fails to do so. Failure to do so will result in suspension of inspections and reports, which will lead to an inability to fund draws during construction and any construction-period capital contribution installments. The Limited Partner will work in good faith with the construction lender to select a firm that can be shared in order to reduce any incremental costs.

I. Reporting

The Partnership will deliver to the Limited Partner:

- a) Construction progress reports
- b) monthly lease-up report within 15 days after each month
- c) The Partnership will be required to prepare quarterly and annual reports in form and substance satisfactory to investor as set forth in the Partnership Agreement.
- d) annual draft audited financial statements and draft tax returns not later than 45 days after the end of each year and final audited financial statements and final tax returns not later than 60 days after the end of each year. The audit and tax return must be prepared by a certified public accountant approved by Enterprise. Late delivery of annual audited financial statements or tax returns obligates the General Partner to pay to the Limited Partner the sum of \$100 per day until Limited Partner's receipt of such statements or returns.

J. Additional Requirements

In addition to the conditions set forth above, any investment by the Limited Partner is contingent upon availability of capital at the time of closing and upon review and approval by Enterprise's Investment Committee, in its sole and absolute discretion, of all of the following:

- Market demand, Rent, and Operating Expenses
- Management Agent and Management Plan
- A compliance consultant to monitor Income Average Test compliance. A compliance consultant agreement, which provides a review of services to ensure the Average Income Test and ongoing compliance with AIT Regulations is met.
- Phase I Environmental Assessment including radon, lead paint and asbestos reports, as applicable
- Commitments and documents from all other sources of financing
- Legal or other opinions
- Any other items material to the underwriting of the Project
- Partnership Agreement
- Investor approval

Enterprise may waive any of the conditions to closing set forth in this letter. The waiver of any condition does not constitute a waiver of any remaining conditions.

Remainder of page intentionally left blank

The Sponsor acknowledges that this letter of interest is proprietary and confidential and may not be shared with competing investors or any other developer. Upon execution of this letter, Enterprise will commence its underwriting and due diligence review and will have its outside counsel commence the preparation of the transaction documents. The Sponsor agrees that Enterprise will have an exclusive right to syndicate the credits for this Project which will terminate if the Limited Partner has not been admitted to the Partnership within 90 days after the projected closing date. Enterprise reserves the right to terminate this letter if the Limited Partner has not been admitted to the Partnership within 90 days after the projected closing date. Further, or to the extent there is tax or regulatory reform prior to closing, terms are subject to renegotiation.

This letter of interest will expire if the counter-signed copy is not received by Enterprise by the 11th day after the date of this letter. Please remit one fully executed copy right away. We look forward to working with you!

Sincerely,
ENTERPRISE HOUSING CREDIT
INVESTMENTS



Thomas R. Eastman, Vice President

Agreed and accepted:

RURAL NEIGHBORHOODS, INC.

By: Steven Kirk
Its: President

PROJECT ASSUMPTIONS

The terms and conditions are based on the following assumptions, which may be adjusted prior to closing:

1. Market rents as established by the Enterprise market analyst are at least 10% above the scheduled unsubsidized rents and at least equal to the rental subsidy contract rents.
2. Total vacancy loss (physical vacancy plus loss to lease and bad debt) rate of 6%.
3. Annual operating expenses of \$10,562 per unit net of Replacement Reserves and Investor Services Fee. The operating expense budget will be analyzed in further detail during underwriting and adjustments will be made, as necessary. Enterprise will approach operating expense underwriting by identifying four properties that are comparable to the subject property. The comparable properties that are used will be identified from Enterprise's portfolio as well as from external sources. The expense categories will be evaluated on a line-by-line basis and compared to the average of the comparable properties that are identified.
4. The Guarantor is estimated to have \$13.99 million in liquidity and \$29.68 million in net worth as of 12/31/2023 to support guarantees.
5. Should the Project not break even, the property management fee paid to parties related to the General Partner or Guarantor will be deferred and collected from cash flow.
6. The additional gap financing needed to balance the sources & uses (estimated as Loan 3 and Loan 4 in the projections) is anticipated to be committed by May 30, 2025.
7. Enterprise assumes that the rate for the permanent mortgage will be locked at closing using a fixed-rate construction-permanent product or a forward commitment which encompasses the projected construction, leasing, and stabilization period with a cushion. Swaps are not acceptable. Debt service covenants which would put the project into default as long as payments are being made are generally unacceptable.
8. Written documentation from the State Allocating Agency ("Agency"), in a form acceptable to Enterprise, may be required to confirm that The Agency will permit the Partnership to correct errors and omissions with respect to the identification of its Income Averaging Set-Aside Group or its Income Averaging Fraction Group
9. The Project contractor will provide a 15% letter of credit or 100% payment and performance bond. Retainage will be 10% through 50% completion and 5% thereafter unless limited by state law.
10. Construction will begin by September 1, 2025 and will be complete by January 1, 2027. The projected completion date will be at least 90 days before the placed in service deadline associated with the 9% credit award. Liquidated damages for delayed delivery will be built into the General Contract according to the following minimum standards:
 - Contracts up to \$5MM: \$500 per day
 - Contracts over \$5MM up to \$10MM: \$1,000 per day
 - Contracts over \$10MM up to \$15MM: \$1,500 per day

- Contracts over \$15MM up to \$20MM: \$2,000 per day
- Contracts over \$20MM up to \$30MM: \$2,500 per day

- For projects in Uniform Building Code zones 3 or 4, a seismic survey will be required. Enterprise will not invest in projects with a Scenario Expected Loss ratio (SEL) above 40% post completion. Until such time as the SEL is below 20%, then earthquake insurance sufficient to cover replacement with a deductible of no more than 5% of insured value will be required.
- Depreciation according to the following base election schedule, but with special allocations as specified in the projections (including depreciating soft costs pro-rata according to the useful lives of the hard costs):

Depreciation Assumptions

| | | |
|--|------|-------|
| Is FP GP a For-Profit Subsidiary of a Non-Profit? | Yes | |
| Will a 168 (h) (6) Election be made? | Yes | |
| Is there a Commercial Depreciation Override? | No | |
| Will there be a Building by Building Override? | No | |
| Will there be Soft Cost Allocation? | Yes | |
| Depreciable Life of Building | 30.0 | Years |
| Depreciable Life of Furniture, Fixtures, Equipment | 5 | Years |
| Depreciable Life of Site Work | 15 | Years |
| Will there be Bonus Depreciation? | Yes | |

- The financing and tax structure will be approved by our tax attorney.

Project Name:

Landings at Sugarloaf

| Permanent Loan Sources | | | | |
|--------------------------------------|-----------|-------|--------------|-------------------|
| Lender Name | Int. rate | Term | Amortization | Amount |
| First Mortgage | 6.25% | 17 | 35 | 3,050,000 |
| FHFC Sail | 1.00% | 17 | 17 | 4,900,400 |
| TBD Soft Debt | 4.82% | 50 | 50 | 2,240,000 |
| Additional Gap Source | 4.82% | 50 | 50 | 3,277,790 |
| Deferred Developer Fee | 0.00% | 15 | 15 | 1,459,508 |
| Other Sources | | | | Amount |
| General Partner | | Other | | 100 |
| Accrued Interest During Construction | | Other | | 275,768 |
| LIMITED PARTNER EQUITY | | | | 19,000,000 |
| TOTAL SOURCES OF FUNDS: | | | | 34,203,566 |

Landings at Sugarloaf Key Total Development Cost Pro Forma

| | Amount | % | Not in Basis | Total Basis |
|--|----------------------|--------------|--------------------|----------------------|
| Development Costs | | | | |
| New Rental Units | \$ 18,905,047 | | \$ (50,000) | \$ 18,855,047 |
| Site Work | - | | \$ - | |
| Other: See Detail | - | | \$ - | |
| Actual Construction | \$ 18,905,047 | | \$ (50,000) | \$ 18,855,047 |
| GC Fee Max 14% | \$ 1,577,522 | 8.34% | \$ - | \$ 1,577,522 |
| P&P Bond | \$ 243,840 | 1.19% | \$ - | \$ 243,840 |
| GC General Liability | \$ 243,840 | 1.19% | \$ - | \$ 243,840 |
| Landscape/Appliance/ Signage Allowance By Others | \$ 440,000 | | \$ - | \$ 440,000 |
| Total Constructon \$ | \$ 21,410,248 | | \$ (50,000) | \$ 21,360,248 |
| Hard Cost Contingency | \$ 1,284,615 | 6.00% | \$ - | \$ 1,284,615 |
| General Development | | | | |
| Accounting Fees | \$ 35,000 | | \$ - | \$ 35,000 |
| Appraisal | \$ - | | \$ - | \$ - |
| Architect Fee - Design | \$ 339,200 | | \$ - | \$ 339,200 |
| Architect Fee - Super | \$ 95,200 | | \$ - | \$ 95,200 |
| Architect Landscape | \$ 15,200 | | \$ - | |
| Builders Risk Insurance | \$ 267,628.11 | 1.25% | \$ - | \$ 267,628 |
| Building Permit | \$ 16,828 | | \$ - | \$ 16,828 |
| Capital Needs Assess | \$ - | | \$ - | \$ - |
| Engineering Fees | \$ 104,959 | | \$ - | \$ 104,959 |
| Environmental Report | \$ 20,132 | | \$ - | \$ 20,132 |
| FFE | \$ 150,000 | | \$ - | \$ 150,000 |
| FHFC Administrative Fee | \$ 231,519 | | \$ (231,519) | \$ - |
| FFHC Application Fee | \$ 9,000 | | \$ (9,000) | \$ - |
| FFHC Compliance | \$ 206,312 | | \$ (206,312) | \$ - |
| FHFC CUR Fee | \$ 86,286 | | \$ (86,286) | \$ - |
| Green Building | \$ 35,000 | | \$ - | \$ 35,000 |
| Impact Fees Other | \$ 45,200 | | \$ - | \$ 45,200 |
| Impact Fees FCAA | \$ 600,000 | | \$ - | |
| Private Provider Fees | \$ 106,000 | | \$ - | \$ 106,000 |
| Insurance | \$ 252,000 | | \$ (224,000) | \$ 28,000 |
| Legal Fees | \$ 425,578 | | \$ (300,000) | \$ 125,578 |
| Market Study | \$ - | | \$ - | \$ - |

| | | | | |
|--|----------------------|---------------|-----------------------------------|----------------------|
| Marketing/Advertising | \$ 100,000 | | \$ (100,000) | \$ - |
| Property Taxes | \$ 25,000 | | \$ - | \$ 25,000 |
| Relocation Costs | \$ - | | \$ - | \$ - |
| Soil Test Report | \$ 20,000 | | \$ - | \$ 20,000 |
| Survey | \$ 31,310 | | \$ - | |
| Title & Recording Fees | \$ 150,000 | | \$ (100,000) |] |
| Utility Connection Fee | \$ 168,000 | | \$ - | \$ 168,000 |
| Other: See Detail | \$ 176,150 | | \$ - | \$ 176,150 |
| Total General Develop | \$ 3,711,502 | | \$ (1,257,117) | \$ 2,454,385 |
| Soft Cost Contingency | \$ 185,575.11 | 5.00% | \$ (62,855.85) | \$ 122,719.26 |
| Financial Costs | | | | |
| Construction Origination | \$ 200,000 | | \$ - | \$ 200,000 |
| Construction Interest | \$ - | | \$ - | \$ - |
| Non-Perm Closing Costs | \$ 74,500.00 | | \$ - | \$ 74,500 |
| Perm Loan Origination | \$ 41,500.00 | | \$ (41,500) | \$ - |
| Perm Loan Closing Costs | \$ 74,500.00 | | \$ (74,500) | \$ - |
| Other: See Detail | \$ 1,198,500.00 | | \$ (600,000) | \$ 598,500 |
| Total Financial Costs | \$ 1,589,000 | | \$ (716,000) | \$ 873,000 |
| Total Developer Fee | \$ 4,508,950 | 16.00% | \$ - | \$ 4,508,950 |
| Total Op Deficit Reserve | \$ 542,112 | | \$ (542,112) | \$ - |
| Total Land Cost w/Interest | \$ 3,065,000 | | \$ (3,065,000) | \$ - |
| Toal Development Cost | \$ 36,297,003 | | \$ (5,693,085) | \$ 30,603,918 |
| Construction Funding | | | | |
| 1st Mortgage Financing | \$ 20,000,000 | | | |
| Secondary Financing | \$ 6,720,000 | | MCLA 50 Yr Balloon; 0% Int, | |
| Other: SAIL | \$ 4,900,400 | | | |
| HC Equity Paid Prior to Construction Completion | \$ 2,867,526 | | Remaining Available Dev Fee | |

Deferred Developer Fee \$ 1,809,077 40.12% \$ 2,699,873

Sources \$ 36,297,003

Surplus \$ (0)

Permanent Funding

1st Mortgage Financing \$ 4,150,000

Secondary Financing \$ 6,720,000

Other: SAIL \$ 4,900,400

HC Equity \$ 19,116,838

Deferred Developer Fee \$ 1,409,765 31.27% \$ 3,099,185

Developer Fee
Available

Total Permanent Sources \$ 36,297,003

Permanent Surplus \$ 0

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AGENDA ITEM WORDING: Approval of a contract to purchase property for conservation within the City of Marathon - Block 34, Lot 1, Crains on Grassy Key near mile marker 58 from Francia Maitte Van Arsdel-Moore, formerly known as Francia Maitte Van Arsdel for the price of \$14,000.

ITEM BACKGROUND:

This acquisition is proposed to protect property rights and the natural environment and to reduce potential liability for takings suits.

The subject property fronts Crain Street and an undeveloped portion of Orange Avenue on the bay side of Grassy Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$14,000.00
- Cost of Appraisal: \$0.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$575.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$15,335.50

Attributes of the Subject Property:

- Parcel ID#: 00370640-000000
- Size: 7,500 square feet
- Tier Designation: The City of Marathon does not have a Tier system.
- Zoning Designation: Native Area (NA)
- Future Land Use Map Designation: Conservation (C)
- Vegetation: Mapped as mangrove and water.
- Acquisition List Qualification: Nominated by the City of Marathon as a priority acquisition.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0 TDRs
- BPAS Dedication Points: 2 points
- Cost per BPAS Dedication Point: \$7,000

Depending upon annual appropriations by the Florida Legislature, and upon the funding of the appropriation through the issuance of Florida Forever Bonds or other funding as provided by the Legislature, this property could potentially be sold to the State of Florida, which would result in some or all of the acquisition costs being reimbursed.

Block 34, Lot 1, Crains Grassy Key



PROPERTY RECORD CARD

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

| | |
|-------------------|---|
| Parcel ID | 00370640-000000 |
| Account# | 1453803 |
| Property ID | 1453803 |
| Millage Group | 50CM |
| Location Address | CORNER OF ORANGE Ave, GRASSY KEY |
| Legal Description | CRAINS SUBD OF GRASSY KEY PB1-51 LOT 1 SQR 34 G30-185/86 CASE #87-506-CP-10 OR1037-2021/22PET OR1040-358/70WILL OR1106-973ORD OR1259-1612/29EST-CASE #93-20047-CP-10 OR1461-1073 OR1974-143 OR2009-2038 OR2097-61 OR2364-280DC OR2364-281AFF <small>(Note: Not to be used on legal documents.)</small> |
| Neighborhood | 4811 |
| Property Class | VACANT RES (0000) |
| Subdivision | CRAIN'S SUBD |
| Sec/Twp/Rng | 24/65/33 |
| Affordable | No |
| Housing | |

Owner

VAN ARSDEL FRANCIA MAITTE
9747 E Hidden Green Dr
Scottsdale AZ 85262

Valuation

| | 2024 Certified Values | 2023 Certified Values | 2022 Certified Values | 2021 Certified Values |
|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| + Market Improvement Value | \$0 | \$0 | \$0 | \$0 |
| + Market Misc Value | \$0 | \$0 | \$0 | \$0 |
| + Market Land Value | \$19,200 | \$15,500 | \$15,500 | \$12,000 |
| = Just Market Value | \$19,200 | \$15,500 | \$15,500 | \$12,000 |
| = Total Assessed Value | \$15,972 | \$14,520 | \$13,200 | \$12,000 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$19,200 | \$15,500 | \$15,500 | \$12,000 |

Historical Assessments

| Year | Land Value | Building Value | Yard Item Value | Just (Market) Value | Assessed Value | Exempt Value | Taxable Value | Maximum Portability |
|------|------------|----------------|-----------------|---------------------|----------------|--------------|---------------|---------------------|
| 2024 | \$19,200 | \$0 | \$0 | \$19,200 | \$15,972 | \$0 | \$19,200 | \$0 |
| 2023 | \$15,500 | \$0 | \$0 | \$15,500 | \$14,520 | \$0 | \$15,500 | \$0 |
| 2022 | \$15,500 | \$0 | \$0 | \$15,500 | \$13,200 | \$0 | \$15,500 | \$0 |
| 2021 | \$12,000 | \$0 | \$0 | \$12,000 | \$12,000 | \$0 | \$12,000 | \$0 |
| 2020 | \$15,000 | \$0 | \$0 | \$15,000 | \$14,466 | \$0 | \$15,000 | \$0 |
| 2019 | \$15,000 | \$0 | \$0 | \$15,000 | \$13,151 | \$0 | \$15,000 | \$0 |
| 2018 | \$16,000 | \$0 | \$0 | \$16,000 | \$11,955 | \$0 | \$16,000 | \$0 |

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|--------------------|-----------------|-----------|----------|-------|
| VACANT ROGO (000M) | 1.00 | Lot | 60 | 125 |

Sales

| Sale Date | Sale Price | Instrument | Instrument Number | Deed Book | Deed Page | Sale Qualification | Vacant or Improved | Grantor | Grantee |
|-----------|------------|---------------|-------------------|-----------|-----------|--------------------|--------------------|---------|---------|
| 3/3/2005 | \$80,000 | Warranty Deed | | 2097 | 61 | M - Unqualified | Vacant | | |
| 5/20/2004 | \$1 | Warranty Deed | | 2009 | 2038 | M - Unqualified | Vacant | | |
| 2/6/2004 | \$1 | Warranty Deed | | 1974 | 0143 | M - Unqualified | Vacant | | |

View Tax Info

[View Taxes for this Parcel](#)

Map



TRIM Notice

[2024 TRIM Notice \(PDF\)](#)

No data available for the following modules: Buildings, Yard Items, Permits, Sketches (click to enlarge), Photos.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

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Developed by
 **SCHNEIDER**
GEOSPATIAL

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between

Francia Maitte Van Arsdel-Moore, formerly known as Francia Maitte Van Arsdel

(hereinafter "Seller(s)"), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$14,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Block 34, Lot 1, Crains (PB 1-51)
Parcel ID# 00370640-000000**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the Effective Date in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by

reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, the City of Marathon, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$14,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**9747 E. Hidden Green Drive
Scottsdale, AZ 85262**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **July 11, 2025** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **Francia Maitte Van Arsdel-Moore, formerly known as Francia Maitte Van Arsdel**

| | | | |
|-----------|------|--------------|---------------|
| | | | |
| Signature | Date | Phone Number | Email Address |

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2025.

(Seal)

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra, Executive Director

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AGENDA ITEM WORDING: Approval of a contract to purchase property for conservation within the City of Marathon - Block 54, Lot 6, Crains on Grassy Key near mile marker 58 from MG FL Development, LLC for the price of \$14,000.

ITEM BACKGROUND:

This acquisition is proposed to protect property rights and the natural environment and to reduce potential liability for takings suits.

The subject property fronts Peachtree Avenue on the bay side of Grassy Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$14,000.00
- Cost of Appraisal: \$0.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$575.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$15,335.50

Attributes of the Subject Property:

- Parcel ID#: 00373970-000000
- Size: 7,500 square feet
- Tier Designation: The City of Marathon does not have a Tier system.
- Zoning Designation: Residential Conservation (RC)
- Future Land Use Map Designation: Conservation (C)
- Vegetation: Mapped as buttonwood, salt marsh, mangroves, and water.
- Acquisition List Qualification: Nominated by the City of Marathon as a priority acquisition.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.03 TDRs
- BPAS Dedication Points: 2 points
- Cost per BPAS Dedication Point: \$7,000

Depending upon annual appropriations by the Florida Legislature, and upon the funding of the appropriation through the issuance of Florida Forever Bonds or other funding as provided by the Legislature, this property could potentially be sold to the State of Florida, which would result in some or all of the acquisition costs being reimbursed.

PROPERTY RECORD CARD

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00373970-000000
Account# 1457043
Property ID 1457043
Millage Group 50CM
Location VACANT LAN PEACHTREE Ave, GRASSY KEY
Address
Legal CRAINS SUBD OF GRASSY KEY PB 1-51 PT SECS 24-25-26 TWP 65S R 33E LOT 6 SQR 54 G30-189-190
Description OR900-2496 OR1331-184 OR2426-295 OR2836-1631 OR3110-0230 OR3329-1415
(Note: Not to be used on legal documents.)
Neighborhood 4811
Property Class NON AGRICULTURE (9900)
Subdivision CRAIN'S SUBD
Sec/Twp/Rng 24/65/33
Affordable No
Housing



Owner

MG FL DEVELOPMENT LLC
 19501 W Country Club Dr
 Apt 1609
 Aventura FL 33180

Valuation

| | 2024 Certified Values | 2023 Certified Values | 2022 Certified Values | 2021 Certified Values |
|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| + Market Improvement Value | \$0 | \$0 | \$0 | \$0 |
| + Market Misc Value | \$0 | \$0 | \$0 | \$0 |
| + Market Land Value | \$19,200 | \$15,500 | \$15,500 | \$12,000 |
| = Just Market Value | \$19,200 | \$15,500 | \$15,500 | \$12,000 |
| = Total Assessed Value | \$17,050 | \$15,500 | \$15,500 | \$55 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$19,200 | \$15,500 | \$15,500 | \$12,000 |

Historical Assessments

| Year | Land Value | Building Value | Yard Item Value | Just (Market) Value | Assessed Value | Exempt Value | Taxable Value | Maximum Portability |
|------|------------|----------------|-----------------|---------------------|----------------|--------------|---------------|---------------------|
| 2024 | \$19,200 | \$0 | \$0 | \$19,200 | \$17,050 | \$0 | \$19,200 | \$0 |
| 2023 | \$15,500 | \$0 | \$0 | \$15,500 | \$15,500 | \$0 | \$15,500 | \$0 |
| 2022 | \$15,500 | \$0 | \$0 | \$15,500 | \$15,500 | \$0 | \$15,500 | \$0 |
| 2021 | \$12,000 | \$0 | \$0 | \$12,000 | \$55 | \$0 | \$12,000 | \$0 |
| 2020 | \$50 | \$0 | \$0 | \$50 | \$50 | \$0 | \$50 | \$0 |
| 2019 | \$50 | \$0 | \$0 | \$50 | \$50 | \$0 | \$50 | \$0 |
| 2018 | \$50 | \$0 | \$0 | \$50 | \$50 | \$0 | \$50 | \$0 |

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|--------------------|-----------------|-----------|----------|-------|
| VACANT ROGO (000M) | 1.00 | Lot | 60 | 125 |

Sales

| Sale Date | Sale Price | Instrument | Instrument Number | Deed Book | Deed Page | Sale Qualification | Vacant or Improved | Grantor | Grantee |
|-----------|------------|---------------|-------------------|-----------|-----------|--------------------|--------------------|--------------|---------|
| 6/1/2022 | \$0 | Tax Deed | 2503537 | 3329 | 1415 | 11 - Unqualified | Improved | | |
| 7/1/2021 | \$20,000 | Warranty Deed | 2328547 | 3110 | 0230 | 01 - Qualified | Improved | | |
| 1/26/2017 | \$4,500 | Tax Deed | 2108293 | 2836 | 1631 | 11 - Unqualified | Improved | PINOT IV LLC | |
| 8/5/2009 | \$2,000 | Tax Deed | | 2426 | 295 | 11 - Unqualified | Vacant | | |
| 11/1/1994 | \$1 | Warranty Deed | | 1331 | 0184 | M - Unqualified | Vacant | | |
| 12/1/1983 | \$1 | Warranty Deed | | 900 | 2496 | M - Unqualified | Vacant | | |

View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



TRIM Notice

[2024 TRIM Notice \(PDF\)](#)

No data available for the following modules: Buildings, Yard Items, Permits, Sketches (click to enlarge).

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Contact Us

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GEOSPATIAL

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between

MG FL Development, LLC

(hereinafter "Seller(s)"), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$14,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Block 54, Lot 6, Crains (PB 1-51)
Parcel ID# 00373970-000000**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the Effective Date in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by

reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, the City of Marathon, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$14,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any, as well as any costs to cure issues related to marketability of title, including, but not limited to tax deed certificates required for issuance of a standard policy of title insurance. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**19501 W. County Club Drive
Apt. 1609
Aventura, FL 33180**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **July 29, 2025** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **MG FL Development, LLC**
By: **Mark Godovich, Manager**

| | | | |
|-----------|------|--------------|---------------|
| Signature | Date | Phone Number | Email Address |
|-----------|------|--------------|---------------|

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2025.

(Seal)

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra, Executive Director

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AGENDA ITEM WORDING: Approval of a contract to purchase property for conservation within the City of Marathon - Block 56, Lot 16, Crains on Grassy Key near mile marker 58 from Charles Weitzel for the price of \$14,000.

ITEM BACKGROUND:

This acquisition is proposed to protect property rights and the natural environment and to reduce potential liability for takings suits.

The subject property is located on an undeveloped portion on Croton Avenue on the bay side of Grassy Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$14,000.00
- Cost of Appraisal: \$0.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$575.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$15,335.50

Attributes of the Subject Property:

- Parcel ID#: 00374390-000000
- Size: 7,500 square feet
- Tier Designation: The City of Marathon does not have a Tier system.
- Zoning Designation: Residential Conservation (RC)
- Future Land Use Map Designation: Conservation (C)
- Vegetation: Mapped as salt marsh, mangroves, and water.
- Acquisition List Qualification: Nominated by the City of Marathon as a priority acquisition.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0 TDRs
- BPAS Dedication Points: 2 points
- Cost per BPAS Dedication Point: \$7,000

Depending upon annual appropriations by the Florida Legislature, and upon the funding of the appropriation through the issuance of Florida Forever Bonds or other funding as provided by the Legislature, this property could potentially be sold to the State of Florida, which would result in some or all of the acquisition costs being reimbursed.

Block 56, Lot 16, Crains

Grassy Key



PROPERTY RECORD CARD

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00374390-000000
Account# 1457469
Property ID 1457469
Millage Group 50CM
Location Address VACANT LAND, GRASSY KEY
Legal Description BK 56 LT 16 CRAINS SUBD OF GRASSY KEY PB 1-51 PT SECS24-25-26 TWP 65S R 33E OR569-305 OR777-161 OR3278-831 OR3282-0530
(Note: Not to be used on legal documents.)
Neighborhood 4811
Property Class NON AGRICULTURE (9900)
Subdivision CRAIN'S SUBD
Sec/Twp/Rng 24/65/33
Affordable Housing No



Owner

[WEITZEL CHARLES](#)
 150 Sea Ln
 Key West FL 33040

Valuation

| | 2024 Certified Values | 2023 Certified Values | 2022 Certified Values | 2021 Certified Values |
|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| + Market Improvement Value | \$0 | \$0 | \$0 | \$0 |
| + Market Misc Value | \$0 | \$0 | \$0 | \$0 |
| + Market Land Value | \$20,000 | \$15,500 | \$15,500 | \$12,000 |
| = Just Market Value | \$20,000 | \$15,500 | \$15,500 | \$12,000 |
| = Total Assessed Value | \$72 | \$66 | \$60 | \$55 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$20,000 | \$15,500 | \$15,500 | \$12,000 |

Historical Assessments

| Year | Land Value | Building Value | Yard Item Value | Just (Market) Value | Assessed Value | Exempt Value | Taxable Value | Maximum Portability |
|------|------------|----------------|-----------------|---------------------|----------------|--------------|---------------|---------------------|
| 2024 | \$20,000 | \$0 | \$0 | \$20,000 | \$72 | \$0 | \$20,000 | \$0 |
| 2023 | \$15,500 | \$0 | \$0 | \$15,500 | \$66 | \$0 | \$15,500 | \$0 |
| 2022 | \$15,500 | \$0 | \$0 | \$15,500 | \$60 | \$0 | \$15,500 | \$0 |
| 2021 | \$12,000 | \$0 | \$0 | \$12,000 | \$55 | \$0 | \$12,000 | \$0 |
| 2020 | \$50 | \$0 | \$0 | \$50 | \$50 | \$0 | \$50 | \$0 |
| 2019 | \$50 | \$0 | \$0 | \$50 | \$50 | \$0 | \$50 | \$0 |
| 2018 | \$50 | \$0 | \$0 | \$50 | \$50 | \$0 | \$50 | \$0 |

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|--------------------|-----------------|-----------|----------|-------|
| VACANT ROGO (000M) | 1.00 | Lot | 60 | 125 |

Sales

| Sale Date | Sale Price | Instrument | Instrument Number | Deed Book | Deed Page | Sale Qualification | Vacant or Improved | Grantor | Grantee |
|-----------|------------|------------|-------------------|-----------|-----------|--------------------|--------------------|---------|---------|
| 5/29/2024 | \$0 | Tax Deed | 2466478 | 3282 | 0530 | 11 - Unqualified | Improved | | |
| 5/29/2024 | \$3,800 | Tax Deed | 2463494 | 3278 | 831 | 11 - Unqualified | Vacant | | |

View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



TRIM Notice

[2024 TRIM Notice \(PDF\)](#)

No data available for the following modules: Buildings, Yard Items, Permits, Sketches (click to enlarge).

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

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[Contact Us](#)

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 SCHNEIDER
GEO SPATIAL

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between

Charles Weitzel

(hereinafter "Seller(s)"), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$14,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Block 56, Lot 16, Crains (PB 1-51)
Parcel ID# 00374390-000000**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the Effective Date in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by

reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, the City of Marathon, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$14,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any, as well as any costs to cure issues related to marketability of title, including, but not limited to tax deed certificates required for issuance of a standard policy of title insurance. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**150 Sea Lane
Key West, FL 33040**

with a copy to:

**Jennie Mae Murphy
Keller Williams Key West Compass Realty
keywestjennymae@kw.com**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **July 29, 2025** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **Charles Weitzel**

| | | | |
|-----------|------|--------------|---------------|
| | | | |
| Signature | Date | Phone Number | Email Address |

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2025.

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

Cynthia Guerra, Executive Director

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AGENDA ITEM WORDING: Approval of a contract to purchase Tier 1 property for conservation - Block 11, Lot 60, Sunset Cove on Key Largo near mile marker 99 from Suyapa Rivero for the price of \$25,000.

ITEM BACKGROUND:

This acquisition is proposed to protect property rights and the natural environment and to reduce potential liability for takings suits.

The subject property is located on Ocean Drive, a platted but undeveloped road on the ocean side of Key Largo.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$25,000.00
- Cost of Appraisal: \$0.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$618.75
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$26,379.25

Attributes of the Subject Property:

- Parcel ID#: 00505420-000000
- Size: 6,000 square feet
- Tier Designation: Tier 1
- Zoning Designation: Suburban Residential (SR)
- Future Land Use Map Designation: Residential Low (RL)
- Vegetation: Mapped as hammock.
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.0689 TDRs
- ROGO Dedication Points: 1 point
- Cost per ROGO Dedication Point: \$25,000

Depending upon annual appropriations by the Florida Legislature, and upon the funding of the appropriation through the issuance of Florida Forever Bonds or other funding as provided by the Legislature, this property could potentially be sold to the State of Florida, which would result in some or all of the acquisition costs being reimbursed.

PROPERTY RECORD CARD

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00505420-000000
Account# 1623270
Property ID 1623270
Millage Group 500K
Location VACANT LAND, KEY LARGO
Address
Legal BK 11 LT 60 SUNSET COVE KEY LARGO KEY LARGO PB1-165 OR471-150/51 OR472-106 OR1057-2273AFF OR1308-144D/C OR1415-2098/2100ORD OR1945-300 OR1649-1849/53AFF/TR OR1649-1854 OR1652-1880 OR2039-478 OR2162-1952C OR2726-131D/C
(Note: Not to be used on legal documents.)
Description
Neighborhood 3300
Property Class VACANT RES (0000)
Subdivision SUNSET COVE BLOCKS 7-14
Sec/Twp/Rng 32/61/39
Affordable No
Housing



Owner

[RIVERO SUYAPA](#)
 156 Marina Ave
 Key Largo FL 33037

Valuation

| | 2024 Certified Values | 2023 Certified Values | 2022 Certified Values | 2021 Certified Values |
|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| + Market Improvement Value | \$0 | \$0 | \$0 | \$0 |
| + Market Misc Value | \$0 | \$0 | \$0 | \$0 |
| + Market Land Value | \$11,340 | \$11,340 | \$11,340 | \$9,450 |
| = Just Market Value | \$11,340 | \$11,340 | \$11,340 | \$9,450 |
| = Total Assessed Value | \$69 | \$63 | \$57 | \$52 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$11,340 | \$11,340 | \$11,340 | \$9,450 |

Historical Assessments

| Year | Land Value | Building Value | Yard Item Value | Just (Market) Value | Assessed Value | Exempt Value | Taxable Value | Maximum Portability |
|------|------------|----------------|-----------------|---------------------|----------------|--------------|---------------|---------------------|
| 2024 | \$11,340 | \$0 | \$0 | \$11,340 | \$69 | \$0 | \$11,340 | \$0 |
| 2023 | \$11,340 | \$0 | \$0 | \$11,340 | \$63 | \$0 | \$11,340 | \$0 |
| 2022 | \$11,340 | \$0 | \$0 | \$11,340 | \$57 | \$0 | \$11,340 | \$0 |
| 2021 | \$9,450 | \$0 | \$0 | \$9,450 | \$52 | \$0 | \$9,450 | \$0 |
| 2020 | \$9,450 | \$0 | \$0 | \$9,450 | \$47 | \$0 | \$9,450 | \$0 |
| 2019 | \$9,450 | \$0 | \$0 | \$9,450 | \$43 | \$0 | \$9,450 | \$0 |
| 2018 | \$9,450 | \$0 | \$0 | \$9,450 | \$39 | \$0 | \$9,450 | \$0 |

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|-------------------------|-----------------|-----------|----------|-------|
| HARDWOOD HAMMOCK (00HH) | 1.00 | Lot | 0 | 0 |

Sales

| Sale Date | Sale Price | Instrument | Instrument Number | Deed Book | Deed Page | Sale Qualification | Vacant or Improved | Grantor | Grantee |
|-----------|------------|---------------|-------------------|-----------|-----------|--------------------|--------------------|---------|---------|
| 8/31/2004 | \$32,000 | Warranty Deed | | 2039 | 478 | M - Unqualified | Vacant | | |
| 10/6/2003 | \$1 | Warranty Deed | | 1945 | 0300 | M - Unqualified | Vacant | | |
| 8/15/2000 | \$1 | Warranty Deed | | 1649 | 1854 | M - Unqualified | Vacant | | |

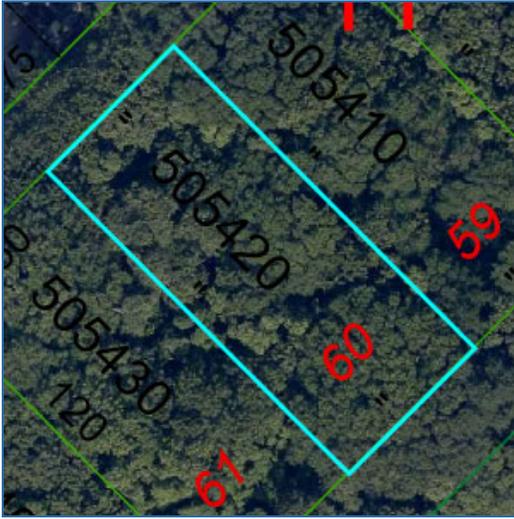
View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



TRIM Notice

[2024 TRIM Notice \(PDF\)](#)

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[Contact Us](#)

Developed by
 **SCHNEIDER**
GEO SPATIAL

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between

Suyapa Rivero

(hereinafter "Seller(s)"), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$25,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Block 11, Lot 60, Sunset Cove (PB 1-165)
Parcel ID#s 00505420-000000**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

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3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by

reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$25,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**156 Marina Avenue
Key Largo, FL 33037**

**Terry Canto, Realtor
American Caribbean Real Estate
Terry@TerryCanto.com**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **August 1, 2025**, to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **Suyapa Rivero**

| | | | |
|-----------|------|--------------|---------------|
| Signature | Date | Phone Number | Email Address |
|-----------|------|--------------|---------------|

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2025.

(Seal)

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra, Executive Director