City of Jacksonville, Florida

Lenny Curry, Mayor

Housing and Community Development Division
Ed Ball Building
214 North Hogan Street, 7th Floor
(904) 255-8200
Jacksonville, FL 32202
www.coj.net

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

DATE: **September 27, 2019**

TO: **Gregory Pease, Chairman**
Professional Services Evaluation Committee (PSEC)

09/27/19 10:53:33
Procurement Division

FROM: **Tom Daly, Chief**
Housing and Community Development Division (HCDD)

SUBJECT: **P-08-11 – Neighborhood Stabilization Program-3 (NSP-3)**
Dozier Apartments LLC (Project: 122 West 8th Street)
Amendment to NSP3 Contract #8013-59

On February 13, 2013, the City of Jacksonville (the "City") and Operation New Hope Inc. ("ONH") entered into NSP-3 Contract #8013-59, as amended, for the acquisition, demolition and construction of 14-unit multi-family housing facility located at 122 West 8TH Street, Jacksonville, Florida 32206, known as Dozier Apartments, which provides affordable housing to low and moderate income persons and/or families in Duval County, Florida (the "Project"). The City owns and holds certain loan documents associated with the Project pursuant to the NSP-3 Contract ("Loan Documents").

Pursuant to PSEC Award as approved on December 3, 2016, title to the Project was transferred from ONH to a single-asset entity known as Dozer Apartments, LLC, a Florida limited liability company ("Dozier"), by Warranty Deed recorded in Official Records Book 18422, page 1160, of the current public records of Duval County, Florida. Copies of the PSEC Award and Warranty Deed are attached hereto.

By Assignment, Assumption and Amendment dated as of August 1, 2017, by and between ONH, Dozier, and the City, ONH assigned its rights and delegated its obligations under the NSP3 Contract and associated Loan Documents to Dozier, and Dozier agreed to assume and faithfully perform all the covenants, conditions and obligations arising under the NSP3 Contract, the Loan Documents, and the Declaration of Covenants and Restrictions according to their terms. The Assignment, Assumption and Amendment was recorded in Official Records Book 18422, page 1170, of the current public records of Duval County, Florida, a copy of which is attached hereto.

Dozier has requested that title to the Project be transferred to Ability Housing, Inc., a Florida non-profit corporation.

HCDD requests approval to further amend Contract #8013-59 and any associated Loan Documents from the name of Dozier to Ability Housing, Inc., a Florida non-profit corporation, with all other terms and conditions of Contract #8013-59 and all associated Loan Documents remaining unchanged.

Your favorable consideration to this request is appreciated. Thank you.

Attachments: P-08-11 Award dated December 1, 2016, as approved December 3, 2016
Warranty Deed from Operation New Hope to Dozier Apartments LLC
Assignment, Assumption and Amendment dated August 1, 2017

G:\Finance & Compliance\Procurement\P-08-11\PSEC Submittals\Contract Amendment – NSP-3 Dozier Apartments transfer to Ability Housing.doc

PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

December 1, 2016

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-08-11 Neighborhood Stabilization Program-3 (NSP3)
Property Developer Services – Operation New Hope (Amendment No. 5)
Neighborhoods Department/Housing and Community Development Division

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract.

The following motion/ recommendation was **adopted**:

That Contract No. 8013-59 between the City of Jacksonville and Operation New Hope for NSP3 Services for Project -122 West 8th Street, is amended as follows: transfer title to Dozier Apartments and associated loan documents from the name of Operation New Hope, Inc., to a single asset entity known as Dozier Apartments, LLC. All other terms and conditions, as previously amended, shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised without prior approval from the PSEC and the Mayor.

If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
N.H. Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry, Mayor

This 2nd day of December, 2016

Sam E. Mousa
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

GP: ab

cc: Council Auditor
Julia Davis, OGC
Kelbo Gray GAD
Subcommittee Members

CITY OF JACKSONVILLE
NEIGHBORHOODS

HOUSING & COMMUNITY DEVELOPMENT DIVISION

MEMORANDUM

DATE: November 15, 2016

TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Diana Seydlorsky, Chief
Housing and Community Development Division

THROUGH: Dayatra Coles, Affordable Housing Coordinator
Housing and Community Development Division

SUBJECT: P-08-11 – Neighborhood Stabilization Program-3 (NSP-3)
Operation New Hope (Project: 122 West 8th Street)
Contract Amendment #5 to Contract #8013-59

On February 13, 2013, the City of Jacksonville and Operation New Hope Inc. entered into NSP-3 Contract #8013-59, as amended, for the acquisition, demolition and construction of 14-unit multi-family housing facility located at 122 West 8TH Street, Jacksonville, Florida 32206, known as Dozier Apartments, which provides affordable housing to low and moderate income persons and/or families in Duval County, Florida.

Operation New Hope, Inc. has requested that title to Dozier Apartments be transferred to a single asset entity known as Dozier Apartments, LLC, a Florida limited liability company. Copies of Operation New Hope's request and the corporate information printout from the Division of Corporations of the Florida Department of State as to Dozier Apartments, LLC are attached hereto.

The Housing and Community Development Division requests approval to amend Contract #8013-59 and associated loan documents from the name of Operation New Hope, Inc. to Dozier Apartments, LLC, with all other terms and conditions of Contract #8013-59 and all associated loan documents remaining unchanged.

Your favorable consideration to this request is appreciated. Thank you.

Attachments:
Printout from the Florida Secretary of State, Division of Corporations

Doc # 2018141135, OR BK 18422 Page 1160, Number Pages: 2,
Recorded 06/15/2018 09:48 AM, RONNIE FUSSELL CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING $18.50 DEED DOC ST $20034.00

Return to:
North American Title Company
760 N.W. 107 Avenue, Suite 400
Miami, FL 33172

This Instrument Prepared
under the supervision of:

Mark J. Loterstein, Esq.
North American Title Company
760 N.W. 107 Avenue, Suite 400
Miami, FL 33172

Property Appraisers Parcel Identification (Folio) No.:
071608-0005

Our File No.: 11657-17-00837

WARRANTY DEED

This Warranty Deed made this 7th day of June, 2018 by Operation New Hope, Inc., a Florida corporation not-for-profit, and having its principal place of business at 1830 North Main Street, Jacksonville, FL 32206, hereinafter called the grantor(s), to Dozier Apartments, LLC, a Florida limited liability company, whose post office address is 1830 North Main Street, Jacksonville, FL 32206, hereinafter called the grantee(s):

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor(s), for and in consideration of the sum of $10.00 (ten) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Duval County, State of Florida, viz:

Lots 7 and 8, Block 42, of SPRINGFIELD, according to the Plat thereof, as recorded in Plat Book 2, Pages 4 and 5, of the Public Records of Duval County, Florida.

SUBJECT TO: covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2018 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Carolyn Scott
First Witness Signature

Carolyn Scott
Printed Signature

Second Witness Signature

LINDA J. JOSEPH
Printed Signature

Operation New Hope, Inc., a Florida not-for-profit corporation, its Member

By: Kevin T Gay, President and CEO

State of Florida

County of Duval

The foregoing instrument was acknowledged before me this 7th day of June, 2018 by Kevin T Gay, President and CEO of Operation New Hope, Inc., a Florida corporation not-for-profit, who has produced personally known as identification or is personally known to me to be the persons there.

Joi L. Stephens
Notary Public, State of

My commission expires:
Seal

JOI L. STEPHENS
Commission # FF 246567
Expires July 5, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Doc # 2018141138, OR BK 18422 Page 1170, Number Pages: 14,
Recorded 06/15/2018 09:48 AM, RONNIE FUSSELL CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING $120.50 MORTGAGE DOC ST $8757.00

RECORD AND RETURN TO:
City of Jacksonville
Neighborhoods Department
Housing & Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202

THIS INSTRUMENT PREPARED BY:
Sandra P. Stockwell, Esquire
Assistant General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

NOTE TO CLERK: In this Assumption Agreement, New Borrower, as defined herein, is assuming the obligations under the Note, as defined herein, with a current unpaid principal balance of $2,501,930.00. Florida documentary stamp tax in the amount of $8,757.00 with respect to the unpaid balance of the Note is being paid with the recording of this Assumption Agreement. Florida documentary stamp tax and non-recurring intangible personal property taxes due on account of the Note were pad as noted in the recording of the Mortgage, as defined herein. No additional non-recurring intangible personal property tax is due with respect to this Agreement, pursuant to Section 199.145(3), Florida Statutes.

ASSIGNMENT, ASSUMPTION, AND AMENDMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT (this "Assignment" or "instrument" as the case may be) is made and entered effective as of August 1st, 2017 (the "Assignment Date"), by and between **OPERATION NEW HOPE, INC.**, a Florida nonprofit corporation (the "Assignor"), **DOZIER APARTMENTS, LLC**, a Florida limited liability company (the "Assignee"), and the **CITY OF JACKSONVILLE,** a Florida municipal corporation (the "City").

RECITALS:

WHEREAS, Pursuant to Ordinance 2011-299-E and that certain Division of Procurement Award No. P-08-11, the Assignor and the City are parties to that certain Neighborhood Stabilization 3 Program Contract dated as of February 13, 2013, as amended effective March 27, 2013, August 21, 2014, and August 30, 2015 (collectively the "NSP Contract"), for the acquisition, new construction and redevelopment of property more particularly described in the NSP Contract (the "Mortgaged Property"); and

WHEREAS, the City is the owner and holder of the following documents (hereafter collectively referred to as the "Loan Documents"):

a. Promissory Note dated as of March 6, 2013, from Assignor to the City in the principal amount of $2,116,243.00, as secured by that certain Mortgage and Security Agreement recorded on March 7, 2013, in **Official Records Book 16281, page 610**, of the current public records of Duval County, Florida, as modified by that certain First Modification dated as of July 11, 2013, and recorded on July 26, 2013, in **Official Records Book 16469, page 2319**, of the current public records of Duval County, Florida, that Collateral Assignment of Rents and Leases recorded on March 7, 2013, in **Official Records Book 16281, page 627**, of the current public records of Duval County, Florida, and that UCC-1 Financing Statement recorded on March 7, 2013, in **Official Records Book 16281, page 624**, of the current public records of Duval County, Florida, and as filed with the Florida Secured Transaction Registry under File No. 201308702157; and

b. Future Advance Promissory Note dated November 10, 2014, in the principal amount of $385,687.00, as secured by that Second Mortgage Modification Agreement and Future Advance Receipt recorded on March 4, 2015, in **Official Records Book 17085, page 1484**, of the current public records of Duval County, Florida.

WHEREAS, on or about the date hereof, the Assignor has conveyed the Mortgaged Property, as that term is defined in the Mortgage, to the Assignee, and as a condition of its consent thereto, the City has required the Assignee to assume the Assignor's obligations under the NSP Contract and the Loan Documents; and

WHEREAS, the Mortgaged Property conveyed to the Assignee is subject to a Declaration of Covenants and Restrictions recorded on March 7, 2013, in **Official Records Book 16281, page 632**, of the current public records of Duval County, Florida, as amended by that certain First Amendment recorded on July 26, 2013, in **Official Records Book 16469, page 2325**, of the current public records of Duval County, Florida, and that certain Second Amendment recorded on March 4, 2015, in **Official Records Book 17085, page 1489**, of the current public records of Duval County, Florida (collectively the "Declaration of Covenants and Restrictions"), and the Assignee agrees to accept the conveyance of the Mortgaged Property subject to the terms and conditions of the Declaration of Covenants and Restrictions; and

WHEREAS, the Assignor has agreed to assign its rights and delegate its obligations, and the Assignee has agreed to assume all of the Assignor's rights and obligations and to be bound by the requirements of the NSP Contract, the Loan Documents, and the Declaration of Covenants and Restrictions upon the terms and conditions set forth below; and

WHEREAS, the Chief Executive Officer of Assignor is the sole manager of Assignee, and pursuant to the City's Procurement Division, Professional Services Evaluation Committee, approval for the transfer of the right, duties and responsibilities of the Assignor to the Assignee was made by action taken on December 1, 2016 under RFP No. P-08-11.

NOW, THEREFORE, for and in consideration of the promises set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Assignee's Acknowledgement of the Loan Documents.** The Assignee acknowledges that it is fully familiar with the terms of the NSP Contract and the Loan Documents, and acknowledges that the NSP Contract and the Loan Documents contain and express the understanding of the parties with respect to the Project, as that term is defined in the NSP Contract, and that the Assignee has full power and authority to bind itself to performance under the provisions of the NSP Contract and the Loan Documents.

3. **Assignment.** For good and valuable consideration received by Assignor, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby grants, transfers, and assigns to Assignee the entire right, title and interest of the Assignor in and to the NSP Contract and the Loan Documents. The Assignor shall continue to be responsible for and shall perform and satisfy its obligations under the Loan Documents insofar as such obligations relate to the period prior to the date of this Assignment.

4. **Assignee's Assumption of Loan Obligations.** The Assignee hereby assumes and agrees to pay to the City the outstanding indebtedness represented by the Promissory Note and the Future Advance Promissory Note identified above, including, without limitation, all payments of principal and interest due thereunder and all sums secured under the terms of the other Loan Documents. The Assignee further assumes and agrees to promptly and faithfully perform all the covenants, conditions and obligations arising under the NSP Contract, the Loan Documents, and the Declaration of Covenants and Restrictions according to their terms.

5. **Consent to Conveyance.**

a. The City consents to the Assignor's transfer of the land to the Assignee and the Assignee's assumption of the NSP Contract and the Loan Documents, and agrees that the transfer and assumption do not constitute a default under the provisions of the NSP Contract or the Loan Documents.

The Assignor and the Assignee each acknowledge and agree that the City's foregoing consent to the transfer of the Mortgaged Property and assumption of the NSP Contract and the Loan Documents does not constitute consent to any further transfer of the Mortgaged Property subject to the NSP Contract and the Loan Documents.

6. **Continued Priority and Validity.** The City, the Assignor, and the Assignee acknowledge and agree that neither this instrument nor any of the terms or conditions hereof shall affect the validity or priority of the Mortgage and Security Agreement, as modified and described above, or any other of the Loan Documents.

7. **Novation.** It is the intent of the parties that this instrument shall not constitute a novation and shall in no way adversely affect the lien priority of the Loan Documents.

8. **Lien.** The Assignee acknowledges and agrees that the Mortgage and Security Agreement, as modified and described above, is a valid second lien on the Mortgaged Property, enforceable according to its terms, and that the other Loan Documents are valid and enforceable according to their terms. If at any time the City shall determine that the lien priority of the Mortgage and Security Agreement, as modified and described above, is invalid or in jeopardy, or if at any time the City is unable to obtain title insurance insuring such liens as a valid lien on the collateral described therein, then the City shall have the option of declaring the entire indebtedness evidenced by the Promissory Note and Future Advance Promissory Note, together with all accrued unpaid interest, to be immediately due and payable in full.

9. **Amendment to Loan Documents.** The parties acknowledge and agree that the Loan Documents are hereby amended as follows:

a. the NSP Contract is hereby ratified pursuant to the authority set forth in the Professional Services Evaluation Committee Award Letter dated September 8, 2016, and approved on September 9, 2016, and amended to extend the period of service from July 30, 2016 to January 31, 2017;

b. the NSP Contract is amended to substitute the Fourth Revised Project Description and General Scope of Services and the Fourth Revised Project Construction Schedule, attached hereto;

c. the Loan Documents are amended in all respects necessary to accomplish the ratification, amendment, and substitutions, but in no other way, all other conditions as previously amended remaining the same.

10. **Representations and Warranties of Assignee.**

a. The Assignee is a Florida limited liability company that is duly organized, validly existing and in good standing under the laws of the State of Florida with full legal right, power and authority to execute, deliver and perform its obligations under this instrument and the Loan Documents.

b. The Assignee's contact information is:

Dozier Apartments, LLC
c/o Kevin T. Gay, Manager
1830 North Main Street
Jacksonville, FL 32206

c. Any sale, assignment, pledge, transfer, hypothecation or other disposition by the Assignee that results in a controlling interest in the Assignee passing to other than the Assignor shall constitute a default under the provisions of this instrument, the NSP Contract, and the Loan Documents.

d. This instrument and the Loan Documents are legal, valid and binding obligations of the Assignee, enforceable against the Assignee in accordance with the covenants, conditions and terms of this instrument, the NSP Contract, and the Loan Documents.

e. The execution and delivery of this instrument and assumption of the NSP Contract and the Loan Documents and compliance with the covenants, conditions and terms thereof will not conflict with or constitute a breach of or a default under the provisions of any applicable federal, state or local law, court or administrative regulation, judgment, decree or order, or any agreement, indenture or other instrument to which the Assignee is a party.

f. The Assignee is not in breach of or in default under any applicable federal, state or local law, ordinance, court or administrative regulation, decree or order or any agreement, indenture or other instrument to which the Assignee is a party, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute a breach or default, which breach or default would affect the validity or enforceability of this instrument, the NSP Contract, or the Loan Documents, or would affect materially or adversely the financial condition, operation or properties of Assignee to perform its obligations thereunder.

g. There is no action, suit, proceeding, inquiry or investigation, in equity or at law, before or by any court, governmental agency, public board or body to which the Assignee is a party, pending or, to the best of its knowledge, threatened against or affecting it (i) contesting its existence, tax exempt status or powers or those of its members; or (ii) contesting the validity or the power of Assignee to execute and deliver, or affecting the enforceability of this instrument or the Loan Documents, or contesting or affecting the power of Assignee to consummate the transactions contemplated by this instruments or the Loan Documents, or (iii)

wherein an unfavorable court decision, ruling or finding would materially affect the financial position of the Assignee.

h. Except as expressly stated herein, the terms and conditions of the Loan Documents remain in full force and effect in accordance with their terms including, but not limited to, the indemnity and insurance requirements, the administrative requirements and the NSP Program Requirements.

i. The Recipient is not in breach of any prior donation agreement or City code provisions by which the City donated property to the Recipient for the development of affordable housing;

j. The Recipient is not on the Council Auditor's noncompliance list pursuant to Chapter 118, or the Vendor Debarment List pursuant to Chapter 126, Ordinance Code;

k. The Recipient is not in breach of any of the conditions or requirements of a City grant award or program;

l. The Recipient is not delinquent on taxes or payment of liens, including code enforcement, nuisance liens, demolition liens, or other municipal liens or fines, on real property owned by the Recipient and incurred after the Recipient took ownership of the real property;

m. The Recipient is not in litigation against the City other than as an agent, attorney, guardian, or personal representative of an estate.

11. **Binding**. This Assignment is binding upon and inures to the benefit of the City, the Assignor, and the Assignee.

Signatures begin on following page.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed effective as of the Assignment Date.

ASSIGNOR:

OPERATION NEW HOPE, Inc., a Florida nonprofit corporation

By: _____
Kevin T. Gay, President and CEO

ASSIGNEE:

DOZIER APARTMENTS, LLC, a Florida limited liability company

By: **OPERATION NEW HOPE, Inc.**, a Florida nonprofit corporation, its Member

By: _____
Kevin T. Gay, President and CEO

WITNESSES AS TO BOTH ASSIGNOR AND ASSIGNEE:

_____
Print Name: Robert Owsby

_____
Print Name: Cheline Rivera

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledge before me this 5th day of Sept., 2017, by Kevin T. Gay as President of OPERATION NEW HOPE, INC., a Florida nonprofit corporation, on behalf of the corporation, and as Manager of DOZIER APARTMENT, LLC, a Florida limited liability company, on behalf of the company, who (✓) is personally known to me or who (_____) produced the following identification _____.

_____
Notary Public, State of Florida
Print Name: Jasmine Simmons
Commission No. #GG051911
My Commission Expires: Dec. 11, 2020

JASMINE SIMMONS
MY COMMISSION EXPIRES DECEMBER 6, 2020
#GG 051911
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

CONSENT OF AUTHORITY

Pursuant to section 13.16 of the NSP Contract and action taken on December 1, 2016 under RFP No. P-08-11 , and to enable the Assignor to convey the land to the Assignee and for the Assignor and the Assignee to execute this instrument, the City of Jacksonville consents to the Assignment and Assumption on the terms and conditions set forth above; subject, however, to the express agreement and understanding that:

(1) the City's consent to this Assignment and Assumption Agreement does not constitute a waiver of any of the City's rights set forth in the NSP Contract or the Loan Documents, and

(2) the City's consent does not constitute the City's release of Assignor from any of its obligations under the NSP Contract or the Loan documents; it being understood that in addition to the obligations of Assignee as set forth in this instrument, the Assignor shall remain fully liable for the performance of all of the covenants, obligations and duties under the provisions of the NSP Contract and the Loan Documents as set forth in the NSP Contract and Loan Documents to the date of this instrument.

(The remainder of this page has been intentionally left blank, signature page to follow.)

ATTEST:

By: _____
James R. McCain, Jr.
As Corporation Secretary

(CORPORATE SEAL)

CITY OF JACKSONVILLE, a Florida municipal corporation

By: _____
Lenny Curry as Mayor

DATED: 11/30/17

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30th day of November 2017, by Sam E. Mousa, for and on behalf of Mayor Lenny Curry, as aforesaid, and James R. McCain, Jr., as Corporation Secretary, on behalf of the City of Jacksonville, a Florida municipal corporation, who are personally known to me.

ALICE W. NEWMAN
Notary Public - State of Florida
My Comm. Expires Jun 19, 2018
Commission # FF 99760

Notary Public, State of Florida
Print Name: Alice W. Newman
Commission No. # FF 99760
My Commission Expires: 6-19-18

In compliance with Section 24.103(e), Jacksonville Ordinance Code, I do hereby certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing contract in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid.

As Director of Finance
Contract # 8013-59
AMD 3A

FORM APPROVED:

By: _____
Office of General Counsel

G:\Finance & Compliance\Legal\Loan Transactions\ONH 8th St\Title Transfer to Dozier \Revised Assignment and Assumption Agreement.doc
GC-#1151084-v2-Revised_Assignment__Assumption_Agreement.doc

FOURTH REVISED ATTACHMENT A
Project Description and General Scope of Services Requirements

Recipient: **Operation New Hope, Inc.**
1830 North Main Street
Jacksonville, Florida 32206

Funding Amount: **$2,501,930.00**

Name of Project – The Recipient's acquisition, demolition and reconstruction of a 14-unit multi-family housing facility located at **122 West 8th Street, Jacksonville, Florida 32206** for rental use on the property more particularly described below (the "Property"):

Lot 8, Block 42, SPRINGFIELD, according to the plat thereof recorded in Plat Book 2, Pages 4 and 5, of the current public records of Duval County, Florida. (RE#071608-0080 - 122 West 8th Street, Jacksonville, Florida 32206)

and

Lot 7, Block 42, SPRINGFIELD, according to the plat thereof recorded in Plat Book 2, Pages 4 and 5, of the current public records of Duval County, Florida. (RE#071608-0000 - 0 West 8th Street, Jacksonville, Florida 32206)

The remainder of this **Attachment A** concerns the purpose for which the Recipient conducts its business and the general requirements relating to the Scope of Services.

SCOPE OF SERVICES

The grant amount provided by the City, pursuant to this Contract is $2,501,930.00, and shall be used solely and exclusively for payment of the acquisition, demolition and reconstruction of substandard rental housing units in accordance with the City's NSP program policies and applicable law. The Recipient shall commence the acquisition and redevelopment of the Property upon the execution of this Contract and complete the redevelopment of the Property in accordance with the Project Construction Schedule (**Attachment A-9**), the Project Redevelopment Plans and Specifications (**Attachment A-1**), the Project Pro Forma Budget (**Attachment A-6**), and the Project Loan Commitment Letter (**Attachment A-10**) attached hereto. It is the intent of this activity to emphasize the upgrading of low and moderate income rental conditions by increasing the funds available for renovation of deteriorated units. The combined total amount of repairs per unit may not exceed the amount calculated in the cost allocation and subsidy layering analysis.

Prior to commencement of the reconstruction, the Recipient shall supply and furnish to the City at least one (1) copy of the final plans and specifications for the reconstruction, including without limitation, all maps, sketches, diagrams, surveys, drawings and lists of materials. The plans and specifications shall be prepared by an architect acceptable to the City and shall be subject to approval in advance by the City. No amendments, modifications or other changes to the plans and specifications may be made without the prior written consent of the City (which may be withheld in its sole discretion).

Number of Units to Complete:	Multifamily project consisting of Fourteen (14) units
Duration of Project:	Effective Date through January 31, 2037
Duration of Funding:	Effective Date through January 31, 2017

Location of Project: See legal description above

1. Use of Grant Proceeds. The total deferred payment loan amount provided by the City, pursuant to this contract is **$2,501,930.00** (the "Proceeds"). The Proceeds shall be used for the acquisition, demolition, reconstruction and equipment of a **fourteen (14) unit** facility for rental housing for low and moderate income persons or families located at the address above (collectively and individually the "NSP-3 Units" or "NSP-3 Unit"), as encumbered by a mortgage set forth in **Attachment A-2**, the restrictive covenants set forth in **Attachment A-3**, the collateral assignment of rents and leases set forth in **Attachment A-5**, and the indebtedness of the deferred payment loan evidenced by the Promissory Note set forth in **Attachment A-4**. The Proceeds shall be used strictly in compliance with the Project Sources and Uses of Funds, attached hereto as **Attachment A-7** and incorporated herein by this reference and shall not be used for any other purpose or manner.

2.1 Affordable Housing Requirements.

a. The Rental Units will be occupied by households whose annual incomes **do not exceed one-hundred twenty percent (120%) of the Area Median Income ("AMI") for Jacksonville, Duval County, Florida, except that not less than two (2) of the units shall be set aside for exclusive use of households at or below eighty percent (80%) of AMI for Jacksonville, Florida, and not less than six (6) of the fourteen (14) units shall be set aside for the exclusive use of households at or below fifty percent (50%) of the AMI for Jacksonville, Florida**, as determined by HUD and as shown in the table attached hereto as **Attachment D**, with adjustments for smaller and larger families.

b. The NSP-3 Units will not be refused for leasing to the holder of a certificate of family participation under 24 C.F.R. Part 882 (Rental Certificate Program) or the holder of a rental voucher under 24 C.F.R. Part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in an NSP tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher, or comparable NSP tenant-based assistance document.

c. The City will review and approve the rents proposed by the Recipient of the NSP-3 Units, as well as the monthly allowance proposed by the Recipient for utilities and services to be paid by the tenant. The Initial Rent Schedule and Initial Utility Allowance Schedule for such units are attached hereto as **Attachment A-8**. The Recipient will re-examine the income of each tenant household living in low-income units at least annually. The maximum monthly rent will be recalculated by the Recipient and reviewed and approved by the City annually, and may change as changes in the applicable gross rent amounts, the income adjustments, or the monthly allowance for utilities and services warrant. Any increase in rent for lower income units is subject to the provisions of outstanding leases, and in any event, the Recipient must provide tenants of those units not less than thirty (30) days prior written notice before implementing any increase in rent. However, the City's approval of adjustments to rents and utility allowances does not negate any requirements for seeking HUD's prior written approval of rent and utility allowance adjustments as required under the Housing Assistance Payment (HAP) Contract, if applicable.

d. Rental housing qualifies as affordable housing despite a temporary noncompliance if the noncompliance is caused by increases in the incomes of existing tenants and if actions satisfactory to HUD are being taken to ensure that all vacancies are filled in accordance with this contract until the noncompliance is corrected. Tenants who no longer qualify as low-income families must pay as rent the lesser of the amount payable by the tenant under State or local law, or thirty percent (30%) of the family's adjusted monthly income, as recertified annually.

e. Changes in fair market rents and in Area Median Income over time should be sufficient to maintain the financial viability of the Project within the qualifying rent standards in paragraph 2.1 herein. Regardless of changes in fair market rents and in Area Median Income over time, the qualifying rents are not required to be lower than the NSP rent for the Project that is in effect at the time of Project commitment. The City, with prior HUD approval, may adjust the qualifying rents established for the NSP-3 Units under 2.1 only if the City and HUD find that an adjustment is necessary to support the continued financial viability of the Project and only by an amount that the City and HUD determine is necessary to maintain continued viability of the Project.

f. In the event that requirements of 24 C.F.R. Part 92 will become less restrictive with respect to the income levels for eligibility for occupancy of NSP-3 Units, the requirements of the then-applicable governmental regulations will prevail over those stated in this contract.

2.2 Non-Discrimination. The Recipient will not discriminate against any person or family on the ground of race, color, national origin, sex, religion, family status, or handicap in the use, lease, rental, sale, or occupancy of any residential unit in the Property. Age discrimination and discrimination against minor dependents are also not permitted. Recipient will further meet the equal opportunity and fair housing requirements of 24 C.F.F. 92.257.

3. The Project shall meet all relevant requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, Public Law 110-289, HUD Docket No. FR-5447-N-01, and the City's NSP-3 Substantial Amendment to the Consolidated Plan as to the following:

Maximum per unit subsidy shall not exceed (Effective January 1, 2012, as amended from time to time):

0-Bedroom	$132,814
1-Bedroom	$152,251
2-Bedroom	$185,186
3-Bedroom	$239,506
4-Bedroom	$262,903

X Property Maintenance Standards;
X Qualification as affordable housing and income targeting; rental housing;
X Tenant and participant protections:
____ Mixed-income project;
____ Mixed-use project

4. **Performance Schedule*** All construction of the project must be completed by **January 31, 2017**. See the attached Draw Schedule entitled **Attachment A-9.**

All draws are contingent upon passing an inspection by the Housing and Community Development Division and the Building Inspection Department, and Recipient's satisfactory completion of the requirements set forth in **Attachment B-2, and Attachment E.*

5. Special Terms and Conditions: The Recipient shall complete the construction of the Project in accordance with the time periods set forth in the attached **Attachment A-9.** Additionally, the Recipient shall ensure that the construction of the Project shall meet the current edition of the Model Energy Code published by the Council of American Building Officials, and, to the greatest extent possible, shall meet the standards established by the United States Environmental Protection Agency, in the publication titled *A Green Home Begins with ENERGY STAR Blue* or in

the Version 6.0 Standard of the Florida Green Building Coalition (**www.floridagreenbuilding.org**). At minimum, in accordance with NSP-3 regulations, the Recipient shall comply with the following:

a. All gut rehabilitation or new construction up to three stories must meet the Energy Star Qualified New Homes standard.

b. Where relevant, housing must be improved to mitigate the impact of disasters.

c. All gut rehabilitation or new construction of mid- or high-rise multi-family housing must meet ASHRAE 90.1-2004, Appendix G plus 20% (which is the Energy Star standard for multifamily buildings piloted by the EPA and DOE).

d. Other rehabilitation must meet these standards to the extent possible, e.g. through use of Energy Star products to replace older obsolete products and appliances, and use of water-efficient fixtures such as the WaterSense label.

e. Compliance with disabled accessibility standards of 24 CFR part 8 must be incorporated into rehabilitation standards.

6. Review and Approval by the Historic Preservation Commission (HPC). The Recipient acknowledges that the Project is located within a designated Historic Area in Duval County, Florida; accordingly funding for this Project is contingent upon the Recipient approval by the HPC of the Project Redevelopment Plans and Specifications. Prior to the Recipient's commencement of construction of the Project, the Recipient shall obtain approval of the Project Redevelopment Plans and Specifications from the HPC and the City on or before one-hundred twenty (120) days from the Effective Date of this Contract. If the Recipient fails to obtain said HPC and City approval by such date, then the City shall have the right to terminate this Contract in accordance with the provisions outlined below in Section 13 of this **Attachment A**.

7. Resale: The NSP-3 Units to be rehabilitated/constructed in connection with the Project are to remain affordable for a minimum term (the "Affordability Period"), as defined in the Declaration of Covenants and Restrictions (**Attachment A-3**).

8. Affirmative Marketing and Leasing Requirements. The Recipient shall comply with the affirmative marketing requirements set forth in **Attachment F**, the Section 3 requirements set forth in **Attachment G**, and the leasing requirements set for on **Attachment H**.

9. Occupancy of NSP-3 Unit. Failure of the Recipient to show due care and diligence in keeping the NSP-3 Units maintained and occupied during the term of this Contract or if the NSP-3 Units have not been rented for a continuous period of **six (6) months** shall constitute a material breach of this Contract. It is understood by the City that vacancies may occur during the term of this Contract. However, the Recipient agrees to make adequate repairs to the units and to place them on the market in a timely manner to seek new eligible tenants. The Recipient shall inform the City in writing of any vacancies on a monthly basis and of the steps being taken by the Recipient to rent and occupy the NSP-3 Units.

10. Reporting Requirements. Annually on the anniversary of the loan documents, the Recipient shall submit to the City a report that includes:

a. Annual Financial Statement including reserve account balances

b. Occupancy and Rental Rate Information

c. Current Tenant Selection Policy

d. Marketing Material utilized during proceeding year

e. Current Standard Lease

f. Copies of any inspections undertaken by 3rd parties

g. Insurance Binder with City as additional insured

11. Project Feasibility Review. Prior to initial occupancy and thereafter annually, on the anniversary of the mortgage, the City will review the financial viability of the project through the submission of a profit and loss statement by the Recipient. The profit and loss statement must be prepared by an independent Certified Public Accountant (CPA). The City shall also review the financial condition of the Recipient to ensure that Recipient is able to continue the management of the property.

12. Recipient Allowed Project Profit. Upon completion of the Project, the Recipient shall be allowed to receive a Recipient/Developer profit of 16% of the total approved Project costs.

13. Exit Strategy. Notwithstanding any provision to contrary contained herein, if any of the following events occur: (i) breach of this Contract by the Recipient pursuant to Sections 6.2 and 6.3 of this Contract; (ii) the NSP grant funds or any portion thereof should fail to be or cease to be provided by HUD for whatever reason; (iii) the Recipient fails to obtain approval of the Project Redevelopment Plans and Specifications pursuant to Section 6 above of this **Attachment A**; or (iv) the Recipient and/or the City are unable to obtain any non-NSP-3 grant funding as may be necessary to complete the redevelopment and construction of the Project in accordance with **Attachment A-1**, then the Recipient shall upon receipt of written notice from the City the occurrence of one of the events above either:

(i) convey the Property to the City free and clear of all liens and encumbrances (including Recipient's prorated real estate taxes) except for the City's Loan Documents by way of a deed in lieu of foreclosure on a form of deed approved and provided by the City. The Recipient shall be responsible for the payment of the real estate taxes as prorated between the Recipient and the City; or

(ii) pay in full the outstanding principal balance of the City Note minus the allowed Developer's profit fee of 3% as shown on the Project Pro Forma Budget upon the City Note maturity date. If the Recipient fails to pay in full the outstanding principal balance of the City Note within ten (10) days following the maturity date, then the Recipient shall convey the Property to the City pursuant to Section 13(i) above upon receipt of City's written demand of the same.

This Section 13 shall survive the termination of this Contract.

FOURTH REVISED ATTACHMENT A-9
Project Construction Schedule

Phase	Benchmark	Benchmark Date
Acquisition	100% Expended	At Closing
Demolition	100% Expended	April 15, 2013
Construction	100% Expended	January 31, 2017
Construction Progress	25% Completed	November 30, 2014
Construction Progress	50% Completed	February 28, 2015
Construction Progress	75% Completed	November 30, 2016
Construction Progress	100% Completed	January 31, 2017