

**The Housing Authority of the City of Lakeland
Request for Board Action**

1. Describe Board Action Requested and why it is necessary:

Re: Resolution # 22-1516

The Board of Commissioners is requested to approve the above-referenced resolution authorizing its Executive Director to negotiate and execute all documents necessary for LHA to Manage Park Ridge Apartments.

2. Who is making request:

A. Entity: The Housing Authority of the City of Lakeland
B. Project: Management of the 7.48-acre vacant tract to be known as Eddie Woodard Apartments located at 1009 Oak Park Drive, Mulberry, Florida, 33860.
C. Originator: Benjamin Stevenson

3. Cost Estimate:

Approximately \$2-2.3 Million

Narrative:

The Housing Authority is desiring to create more homeownership opportunities for moderate to low-income families and individuals with the Lakeland Metropolitan Statistical Area (MSA). Specifically, the Housing Authority is desiring to partner with Housing Trust Group (HTG) to develop an approximately 7.5-acre site into an affordable housing community providing a minimum of ninety-six (96) opportunities for its target clientele. Construction of the approximate 96-unit community is approximately 40% complete while being privately financed.

HTG is seeking to overcome construction cost overages and to secure financial feasibility of the Park Ridge Apartments to be known as Eddie Woodard Apartments development and has requested the help of LHA. LHA can offer such financial support in an estimated amount of \$2-2.3 million in federal funds and also coordinate strategic relationships and provide ad hoc support expertise with property management by serving as property manager of the property. The use of federal funds will require the approval of the U.S. Department of Housing and Urban Development. On September 21, 2021, the U.S. Department of Housing and Urban Development gave written approval for the Housing Authority of the City of Lakeland, Florida to use the \$3.3 million sales proceeds from the sale of the Arbor Manor property for the development of affordable housing units in Lakeland and Polk County, Florida.

The purpose of this resolution, #22-1516, is to obtain authorization from the Board of Commissioners of the Housing Authority of the City of Lakeland, Florida for its Executive Director to negotiate and execute a Memorandum of Understanding with Housing Trust Group and all other documents necessary for execution of this resolution.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
 77 W. Jackson Blvd., Room 2401
 Chicago, Illinois 60604-3507
 Phone: (312) 353-6236 Fax: (312) 913-8892

OFFICE OF PUBLIC AND INDIAN HOUSING

September 2, 2021

Mr. Benjamin Stevenson
 Executive Director
 Lakeland Housing Authority
 430 Hartsell Avenue
 Lakeland Florida 33815-4502

Dear Mr. Stevenson:

On August 30, 2021, the U. S. Department of Housing and Urban Development’s (Department) Special Applications Center (SAC) received the Lakeland Housing Authority’s (LHA) request via email to amend the disposition approval for Colton/Bonnei, FL011000001.

Approval History

On November 17, 2015, the Department had approved LHA’s disposition request via the Inventory Management System/Public and Indian Housing Information Center (IMS/PIC) system application DDA0005779, as identified below:

Colton/Bonnie, FL011000001				
Approved for Disposition: Acres: 17.06				
Total Number of Units to be Developed: TBD	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV	Market Rate
Rental	TBD	TBD	TBD	TBD
Name of Acquiring Entity (Rental Units)	TBD			
Method of Disposition	Negotiated Sale at Less than Fair Market Value			
Sale Price	\$1,890,000			
Purpose	Mixed-Income Housing Development			

On June 2, 2021, the Department approved LHA’s amendment request to dispose of 17.06 acres of vacant land via negotiated sale at more than Fair Market Value (FMV) to Michael Flacks and/or assigns for \$3,000,000. The sale proceeds were to be used for the development of affordable housing in Lakeland and Polk County, Florida. The LHA’s Board of Commissioners approved the submission of the amendment. SAC approved the amendment request as identified below:

Colton/Bonnie, FL011000001	
Approved for Disposition: Acres: 17.06	
Acquiring Entity	Michael Flacks and/or assigns
Acquiring Method	Negotiated Sale at More than Fair Market Value
Terms	\$3,000,000
Use of Proceeds	Development of affordable housing units

Current Request

In its' current request the LHA is seeking approval to dispose of the same 17.06 acres of vacant land at an updated sale price of \$3,300,000 to a new buyer, Alliance Realty Partners, LLC. This sales amount remains above the Fair Market Value. The site was recently appraised at \$1,710,000 and has no known environmental issues. The previously identified buyer was unable to complete the purchase. As was mentioned in the previous approval, the appraised value of the land had decreased from \$2.4 million to \$1.7 million. The LHA believes that they have negotiated a fair purchase price for the land. As previously planned, the sales proceeds will be used to assist LHA in its efforts to provide decent, safe, and affordable housing units for its clientele. The LHA provided copies of their Board Resolution approving the new/updated sale as well as an updated Appraisal Report Summary.

Current Approval

The SAC has completed its review and based on the information provided by the LHA, your request to amend the disposition approval, as identified above, is hereby approved as indicated in the table below:

Colton/Bonnie, FL011000001	
Approved for Disposition: Acres: 17.06	
Acquiring Entity	Alliance Realty Partners
Acquiring Method	Negotiated Sale at More than Fair Market Value
Terms	\$3,300,000
Use of Proceeds	Development of affordable housing units

All other conditions of the prior approval letters that were not specifically addressed in this letter remain as stipulated in those documents. Notwithstanding this, if there are any inconsistencies or ambiguities between this letter and the Department's previous approval, this letter shall control. As the LHA continues the processes of this implementation, I urge you to continue to maintain an open dialogue with your residents and local officials. If you have to modify your plans, please contact the SAC at SACTA@hud.gov.

As always, my staff and I are available to assist you in any way possible. A copy of this modification will be forwarded to the HUD Jacksonville OPH for their records. If you have any questions regarding this modification, please contact SACTA@hud.gov.

Sincerely,

Jane B. Hornstein
Director

CC: Jacksonville OPH

RESOLUTION NO. 22-1516

AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ALL DOCUMENTS NECESSARY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH HOUSING TRUST GROUP AND ALL OTHER DOCUMENTS NECESSARY FOR THE DEVELOPMENT AND MANAGEMENT OF THE 7.45-ACRE PARK RIDGE PROPERTY TO BE KNOWN AS EDDIE WOODARD APARTMENT IN MULBERRY, FLORIDA.

WHEREAS, the Housing Authority of the City of Lakeland, Florida desires to pursue all viable opportunities to provide additional affordable housing within its service area; and

WHEREAS, the *Housing Trust Group* of Miami, Florida is the owner of a 7.48-acre property, Park Ridge Apartments, to become known as Eddie Woodard Apartments, located 1009 Oak Park Drive in Mulberry, Florida; and

WHEREAS, the Housing Authority of the City of Lakeland desire to negotiate and execute a Memorandum of Understanding with the *Housing Trust Group* to assist with development cost overruns and provide property management services for Park Ridge Apartments, to become known as Eddie Woodard Apartments; and

WHEREAS, authorization of this resolution and approval for the use of federal funds by the U.S. Department of Housing and Urban Development would provide an opportunity for the Housing Authority of the City of Lakeland, Florida to add ninety-six (96) units of newly constructed affordable housing units to its portfolio; and

WHEREAS, the Housing Authority of the City of Lakeland, Florida approximately Three Million Three Hundred Dollars and Zero Cents (\$3,300,000.00) from the sale of the 17.06-acre tract of vacant land known as Arbor Manor via a Real Estate Contract for Sale and Purchase Contract; and

WHEREAS, on September 21, 2021, the U.S. Department of Housing and Urban Development gave written approval for the Housing Authority of the City of Lakeland, Florida to use the sales proceeds for the development of affordable housing units in Lakeland and Polk County, Florida; and

WHEREAS, Park Ridge Apartments, to become known as Eddie Woodard Apartments, provides an opportunity for the Housing Authority of the City of Lakeland, Florida to add ninety-six (96) units of newly constructed affordable housing units to its portfolio; and

WHEREAS, the Memorandum of Understanding between the Housing Authority of the City of Lakeland, Florida the Housing Trust Group of Miami, Florida meets the requirements of defined uses for the sales proceeds from the sale of the Arbor Manor property as defined by the U.S. Department of Housing and Urban Development in its written approval letter of September 21, 2021; and

WHEREAS, the staff of the Housing Authority of the City of Lakeland, Florida is requesting permission from the Board of Commissioners of the Housing Authority of the City of Lakeland, Florida to execute a Memorandum of Understanding with the *Housing Trust Group and/or its assigns*.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Lakeland, Florida hereby authorizes its Executive Director to negotiate and execute all documents necessary for execute a Memorandum of Understanding with the *Housing Trust Group and/or its assigns* to assist with development cost overruns and provide property management services for Park Ridge Apartments, to become known as Eddie Woodard Apartments.

CERTIFICATE OF COMPLIANCE

This is to certify that the Board of Commissioners of the Housing Authority of the City of Lakeland, Florida has approved and adopted this Resolution No. 22-1516, dated August 15, 2022.

Attested by:



Benjamin Stevenson, Secretary



Don Brown, Chair

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of July 5, 2022, between HTG Oak Villas Member, LLC, a Florida limited liability company (“HTG-Member”) and HTG Developer, LLC, a Florida limited liability company (collectively, its affiliates, successors and assigns, “HTG”); and the Housing Authority of the City of Lakeland, Florida, a public corporate body organized under the laws of the State of Florida and its instrumentalities successors and assigns (“LHA”); all collectively the “Parties”, each a “Party”.

WHEREAS, HTG Oak Villas, LLC (“Owner Entity”) had secured an allocation of 9% low-income housing tax credits (“Tax Credits”) from Florida Housing Finance Corporation (“FHFC”) and local municipalities, in response to Request For Applications 2019-113 (the “RFA”) for the financing of the development in the City of Mulberry, Polk County, called Park Ridge (the “Development”).

WHEREAS, HTG Oak Villas Developer, LLC (“Developer Entity”), is the sole developer of the Development; and HTG Developer, LLC, a Florida limited liability company, is the sole member of the Developer Entity.

WHEREAS, HTG-Member currently holds 0.01% interest ownership of the Owner Entity and the tax credit investor/syndicator, Raymond James Tax Credit Fund XX L.L.C (“TC-Member”), holds the balance or 99.99% of the interest ownership of the Owner Entity, as per Amended and Restated Agreement for Owner Entity executed as of November 1, 2021 (“OA”) here attached as Exhibit D.

WHEREAS, HTG has closed on construction financing, which includes construction loans made by TD Bank, N.A. and First Housing Development Corporation of Florida (singly and collectively, “Bank”) and the Development is currently under construction. The Development is about 30% completed as of the date of this MOU.

WHEREAS, HTG is seeking to overcome construction cost overages and to secure financial feasibility of the Development on a permanent basis, and has therefore requested the help of LHA. LHA can offer such financial support and also coordinate strategic relationships and provide ad hoc support expertise.

WHEREAS, LHA has a 501(c)(3) Non-Profit affiliate called Lakeland-Polk Housing Corporation, a Florida not-for-profit Corporation (“LHA-NP”), and a developer

instrumentality, Polk County Housing Developers, Inc., a Florida not-for-profit Corporation (“LHA-Developer”).

WHEREAS, LHA has authority, subject to HUD approval, to provide a \$2,000,000 loan to the Owner Entity (“Loan”), or a grant to LHA-NP who will provide such \$2,000,000 loan to the Owner Entity (“Grant-Loan”).

WHEREAS, LHA has authority, with HUD approval, to grant a Housing Assistance Payments Contract (“HAP Contract”) to the Development for a certain number of Project-Based Vouchers (“PBV”) after a public procurement.

NOW THEREFORE, the Parties desire to enter into this MOU as a preliminary step in order to facilitate interim activities prior to subsequent agreements between the Parties.

SECTION 1: PURPOSE AND BASIC AGREEMENT

- A. The purpose of this MOU is to set forth the basic arrangements under which the LHA will provide the Loan (or the Grant-Loan option, as later described) and, as compensation, the HAP Contract, and the admission of LHA-Developer into the Development Entity and LHA-NP into the Owner Entity.
- B. Conditioned upon LHA’s due diligence, LHA Board approval, TC-Member’s approval, Bank’s approval, HUD’s approval whenever required, FHFC Approval and execution of loan agreements, note and mortgages to be drafted and acceptable to LHA (“Loan Documents”) under the terms of the loan commitment here attached as Exhibit A, LHA will provide the Loan (or the Grant-Loan option, if required by TC-Member in lieu of direct Loan); and, as compensation, conditioned upon approval of FHFC, TC-Member and Bank:
 1. HTG Developer, LLC will grant LHA-Developer 25% of HTG Developer, LLC’s s ownership interest in the Developer Entity, with LHA-Developer to receive at permanent loan conversion, 25% of all paid developer fees received by the Developer Entity up to that event, and thereafter 25% of all deferred developer fees to be paid to the Developer Entity thereafter.
 2. LHA-NP and/or LHA will have a one-time Right of First Refusal (“ROFR”), and a purchase option to purchase the TC-Member interest or the Development after compliance year 15 and for a period of 2 years thereafter, as per a second Amendment to the OA shall provide. The terms

of the purchase option are subject to the approval of the TC-Member, and the price must be the greater of: (i) the fair market value of the Project; or (ii) calculated in accordance with sec. 8.15 (a)(ii) of the OA, adjusted to include payment of HTG-Member's exit taxes, the return of the HTG-Member's invested capital, plus all fees and loans payable to the HTG-Member, the HTG Developer, and any amounts advanced to the Owner by any HTG-Member affiliate.

C. Conditioned upon LHA's due diligence, LHA Board approval, TC-Member's approval, Bank's approval, HUD's approval whenever required, and agreement to a HAP Contract and OA amendment to be drafted, LHA will provide PBV to nineteen (19) units of the Development at FMR or above, and Mainstream PBV to another twelve (12) units at FMR or above, with HUD approval, and, as compensation, conditioned upon approval of FHFC, TC-Member and Bank:

1. HTG-Member will grant LHA-NP 25% of HTG-Member's ownership interest in the Owner Entity, with the intention of LHA-NP to gain 25% of the cash flow distribution that the OA allocates to HTG-Member.
2. LHA's management company instrumentality, West Lake Management, LLC, a Florida limited liability company ("West Lake"), as servicer for HTG Management ("Servicer"), shall enter into a Service Agreement to function as on-site Manager and HTG Management, LLC will function as official Property Manager (as established in current Management Agreement here attached as Exhibit E), structure to be similar to what was set between HTG and LHA affiliates for prior joint-ventures, with West Lake to receive the greater of: i) 2% of gross collections; or ii) half of the compensation that HTG Management shall obtain under the Property Management Agreement.

SECTION 2: DEVELOPMENT PROGRAM AND DUE-DILIGENCE

A. The development program, at a minimum, shall consist of the Construction Features, General Features, Accessibility Features and Resident Programs as required by and as specifically described in the RFA (the "Development Program"). The Development Program currently has a clubhouse, a playground,

sport-courts, and dog park. The Development Program may be modified by HTG-Member at any time during the life of the Development with the consent of LHA as to any major changes, which consent is not to be unreasonably withheld, conditioned, or delayed.

- B. The current Site Plan of the Development is attached as Exhibit B. Site is not in a QCT nor a SADDA, but a Florida Geographic Area of Opportunity. The current unit mix and set-aside commitments are shown in Exhibit C. The Development's construction financing closed on November 19, 2021, with the Bank , under the basic terms also described on Exhibit C.
- C. LHA requires the name of the Development to change with HTG-Member's consent. Such consent which should not be unreasonably withheld. Such change should only take effect once approved by TC-Member, Bank and FHFC. If the name change of the Development is not approved, then this MOU becomes null and void.

SECTION 3: OWNERSHIP INTEREST AND MANAGING MEMBERSHIP

- A. Once the conditions of Section 1.C. are satisfied, the Owner Entity's ownership interest, shall be, at the time of execution of OA amendment, as follows:
 - 1. LHA-NP shall be the 2.5 thousandth of a percent (0.0025%).
 - 2. HTG-Member shall be the 7.5 thousandth of a percent (0.0075%).
 - (a) HTG-Member shall retain all administrative, disposition and managing powers in the OA, subject to approval of LHA-NP as to the following major decisions: (i) dissolution; (ii) adding Members; (iii) change of Property Manager or Servicer; (iv) naming the Development; and (v) disposition of the Development, subject to the terms of the Operating Agreement amendment, as approved by the existing members and LHA-NP.
 - 3. TC-Member shall be the ninety-nine and ninety-nine hundredths percent (99.99%).
- B. Once the conditions of Section 1.B. are satisfied, the Developer Entity's ownership interest, shall be, at the time of execution of the Loan Documents, as follows:
 - 1. LHA-Developer shall be the twenty-five percent (25%).

2. HTG Developer, LLC shall be the seventy five percent (75%).

(b) HTG Developer, LLC shall retain all administrative, disposition and managing powers of the Developer Entity, subject to the rights of LHA Developer as to the major decisions referenced in Section 3.A.(2)(a).

SECTION 4: REVENUE PARTICIPATION

Prior to making any distributions of cash flow, or any other revenue received by the Owner Entity or the Development Entity, HTG-Member or HTG Developer, LLC shall be reimbursed for any non-overhead expenses it has incurred in the fulfillment of the responsibilities related to the Development, that are not otherwise reimbursed with loan or equity proceeds.

SECTION 5: LHA DUTIES/RESPONSIBILITIES

LHA shall be responsible for the following duties and responsibilities:

- A. To bilaterally participate in all such matters where such bilateral participation is required to satisfy non-profit set-aside requirements of FHFC and the provisions of Section 42 of the Code;
- B. To pay all fees in relation to their legal representation, except for those legal fees related to this Agreement, the Loan Documents, amended OA, the HAP Contract, and the Conversion Event;
- C. To pay all fees associated with any consultants and Section 3 companies hired by and for the benefit of LHA;
- D. To attend meetings with government officials when requested by HTG to do so and to invite HTG to all meetings set up by LHA with government officials in relation to the Development;
- E. To collaborate, support or assist HTG as lead Party in the course of performing tasks for the Development as defined in Section 6 of this MOU;
- F. To interface with community organizations and individuals to ensure acceptance of the Development by the surrounding neighborhoods;
- G. The Parties will work together synergistically to (1) lease-up the Development within 30-days of TCO of each building, and (2) achieve qualified tenants under the Housing Credit rules and PBV rules, as applicable; and

- H. LHA and its instrumentalities shall be responsible for maintaining themselves active, filing annual Tax Returns and annual reports to the Florida Department of Corporations as applicable, and LHA-NP shall remain a 501(c)(3) Non-Profit; and

SECTION 6: HTG DUTIES/RESPONSIBILITIES

HTG shall be responsible for the following duties and responsibilities:

- A. Notwithstanding anything to the contrary contained in this MOU, HTG has the authority to take any of the actions set forth below without the prior written consent of LHA;
- B. Unless otherwise agreed to between the Parties, HTG will fund upfront costs and expenses related to the Development;
- C. To pay all fees in relation to its legal representation;
- D. To hire, on behalf of the Owner Entity, all professional consultants and other service providers, except that West Lake shall provide management services, including but not limited to, architects, engineers, surveyors, traffic consultants, testing services and general contractor;
- E. To perform and be responsible for all other activities necessary to carry out the permitting, construction, accounting, and marketing of the Development;
- F. To obtain all necessary governmental subsidy financing, including but not limited to local funding, Federal Housing Credits, SHIP, HOME, and CDBG, except same cannot negatively affect LHA's loan repayment without LHA's consent;
- G. To generally represent the Parties in furtherance of the Development; and
- H. To make all decisions related to the ownership and operation of the Owner Entity and Developer Entity, other than those decisions that have a direct and material adverse effect on LHA, including any major decisions which require LHA approval.

SECTION 7: INDEMNIFICATION.

HTG shall indemnify and hold harmless LHA and its employees, agents and assigns from any and all claims associated with all actions taken with respect to the Development other than those actions taken which are consistent with the terms of this MOU.

SECTION 8: TERMINATION AND SUBSEQUENT AGREEMENTS

This MOU may be superseded in whole, or in part, by subsequent agreements between the Parties, which set forth in greater detail the specific obligations relating to the Development. This MOU may be terminated by HTG at any time at its sole discretion prior to the execution of loan documents for the Loan or the Grant-Loan. This MOU may be terminated by HTG at any time prior to the inclusion of LHA-NP into the Owner Entity or LHA Developer into the Developer Entity. Upon such termination, this MOU will be of no further force and effect. Notwithstanding the foregoing, this MOU may not be terminated unilaterally by HTG prior to August 30, 2022.

SECTION 9: MISCELLANEOUS PROVISIONS

- A. The validity, construction and effect of this MOU shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this MOU shall be litigated in Polk County, Florida or the United States District Court, Middle District of Florida.
- B. Should any part, term or provision of this MOU be decided by the courts to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- C. Parties shall not charge overhead costs to the Owner Entity or the Developer Entity.
- D. This MOU states the entire understanding between the Parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Parties recognize that any representations, statements or negotiations made do not suffice to legally bind the parties in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized representative of the parties. Any amendments to this MOU shall be in writing only.
- E. Notwithstanding the foregoing, this MOU shall be superseded by the Operating Agreement of the Owner Entity.

[Signatures on following page]

Individuals authorizing this MOU have the authority to execute the MOU on behalf of the Parties.

Witness: Nicholas Bailkin
Signature

HTG Oak Villas Member, LLC

Nicholas Bailkin
Print name

By: [Signature]
Matthew Rieger, Manager

Witness: [Signature]
Signature

HTG Developer, LLC

Glenda Brown
Print name

By: [Signature]
Matthew Rieger, Manager of Manager

Witness: [Signature]
Signature

Housing Authority of the City of Lakeland,
Florida, a public corporate body organized
under the laws of the State of Florida

Benjamin Stevenson
Print name

By: [Signature]
Benjamin Stevenson, Executive Director

Witness: [Signature]
Signature

Charles Glover
Print name

Exhibit A

Loan Commitment

August 4, 2022

HTG Oak Villas, LLC.
c/o Housing Trust Group
3225 Aviation Avenue, Suite 602
Coconut Grove, FL 33133
ATTN: Matthew Rieger

RE: Commitment of Housing Authority Funds to Park Ridge (the "Development")

Dear Mr. Rieger:

This letter is to confirm the terms of the loan from the Housing Authority of the City of Lakeland, Florida (the "Housing Authority") to HTG Oak Villas, LLC, a Florida limited liability company (the "Borrower") in the amount of Two Million dollars and Zero cents (\$2,000,000.00). The loan will consist of funds provided by the Housing Authority directly to the Borrower or through the Lakeland-Polk Housing Corporation, a Florida not-for-profit Corporation ("LHA-NP"), for purposes of post-construction or permanent financing. The terms of this commitment to the Borrower are as follows:

Loan Amount:	\$2,000,000. A portion or all can be drawn immediately after construction substantial completion substantiated by a TCO, and the balance at the later of ("Conversion Event") the following events: (a) date of payment of the TD Bank loan; or (b) conversion of the First Housing loan into permanent.
Loan Type:	Interest-Only loan, subject to availability of cash flow
Interest Rate:	Half of AFR (Applicable Federal Rate) Mid-Term Annual Rate, which, just as an indication, is currently at 2.99% (1.495% would be half), to be fixed at the date of execution of Loan Documents. No interest or capital shall accrue until conversion.
Period:	15-year permanent loan term (maturity 15 years after Conversion Event), and an amortization schedule of 30 years.
Repayment:	Annual payments of interest <u>only if</u> cash flow available after payment of operating

expenses and required debt service on the first mortgage loan (First Housing loan). All remaining unpaid interest shall accrue and will be due in full at maturity along with principal

Conditions Precedent: Housing Authority Board approval, and any approval that may be required by HUD. Approval of Raymond James, TD Bank and First Housing, and FHFC

Origination Fee and Closing Costs: No origination fee. Borrower shall bear all Closing Costs for this loan.

This commitment does not expire before December 15, 2022.

Please sign below to acknowledge your acceptance of this loan and its terms. We look forward to moving forward solving the affordable housing needs in Polk County.

Sincerely,

**Benjamin Stevenson
Executive Director
The Housing Authority of the City of Lakeland, Florida**

ACCEPTED BY:

**HTG OAK VILLAS, LLC.
a Florida limited liability company**

**By: HTG OAK VILLAS MEMBER, LLC,
a Florida limited liability company**

By: 
Matthew Rieger, Manager

Exhibit B

