

**STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

CARISBROOKE TERRACE, LTD.,
CARISBROOKE TERRACE
DEVELOPER, LLC
and SHA DEVELOPMENT, LLC,

DOAH Case No. 24-4677BID
FHFC Case No. 2024-071BP

Petitioners,

v.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent,

VILLAS ON CENTRAL, LLC

Intervenor.

MHP BREVARD I, LLC,

DOAH Case No. 24-4678BID
FHFC Case No. 2024-072BP

Petitioner,

v.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent,

and

ECG FLORIDA 2023 V, LP,

Intervenor.

FILED WITH THE CLERK OF THE FLORIDA
HOUSING FINANCE CORPORATION

Tom Slattery / DATE: 1/27/2025

FINAL ORDER

This cause came before the Board of Directors of the Florida Housing Finance Corporation (“Board”) for consideration and final agency action on January 24, 2025. Petitioners, Carisbrooke Terrace, Ltd., Carisbrooke Terrace Developer, LLC, and Sha Development, LLC (“Carisbrooke”), and MHP Brevard I, LLC (“MHP”), and Intervenors, Villas on Central, LLC (“Villas”) and ECG Florida 2023 V Developer, LLC (“ECG”), were applicants under Request for Applications 2024-306: Community Development Block Grant - Disaster Recovery to be used in Conjunction with Tax-Exempt Bonds and 4% Housing Credits in Counties Deemed Hurricane Ian Recovery Priorities (the “RFA”).

1. At the October 22, 2024 Board meeting, ten applications were preliminarily recommended for funding, including Villas and ECG. Carisbrooke and MHP were deemed eligible but not selected for funding according to the RFA funding selection process.

2. Carisbrooke and MHP timely filed Formal Written Protests and Petitions for Administrative Hearing (the “Petitions”) challenging Florida Housing’s preliminary funding determinations under the RFA.

3. Florida Housing issued a Notice to Bidders informing all bidders that their substantial interests might be affected by the Petition. The intervenors timely

intervened in the matter. The Petition was referred to the Division of Administrative Hearings (“DOAH”) on December 11, 2024.

4. On December 20, 2024, Carisbrooke, Florida Housing, and Villas entered a Settlement Agreement whereby Villas would be permitted to withdraw its application number 2025-203BD from funding consideration under the RFA. A copy of the Settlement Agreement is attached as **Exhibit A**. The Settlement Agreement is adopted and incorporated by reference as though fully set forth in this Order.

5. On January 2, 2025, MHP, Florida Housing, and ECG entered into a similar Settlement Agreement whereby ECG would be permitted to withdraw its application number 2025-196BD from funding consideration under the RFA. A copy of the Settlement Agreement is attached as **Exhibit B**. The Settlement Agreement is adopted and incorporated by reference as though fully set forth in this Order.

6. During the pendency of the litigation, 40th Street Lofts, LLC (“40th Street”) was awarded funding in RFA 2024-205 and has accepted its invitation into credit underwriting for that award. Under the terms of RFA 2024-306, 40th Street’s application number 2025-180BD is now ineligible to receive funding under the RFA.

ORDER

In accordance with the foregoing, it is hereby **ORDERED**:

A. Villas is permitted to withdraw its application number 2025-203BD and will not be assessed any penalty or limitation for the withdrawn application.

B. ECG is permitted to withdraw its application number 2025-196BD and will not be assessed any penalty or limitation for the withdrawn application.

C. 40th Street's application number 2025-180BD is ineligible to receive funding under the RFA.

D. The returned funding from Villas' and ECG's withdrawn applications and 40th Street's ineligible application shall be distributed pursuant to the sorting and selection process outlined in the RFA.

E. Under the RFA's sorting and selection process, application number 2025-195BD submitted by MHP, application number 2025-194BD submitted by Carisbrooke, and application number 2024-171BD submitted by HTG Kissimmee Cove, LLC, are selected for funding subject to successful completion of credit underwriting.

DONE and ORDERED this 24th day of January, 2025.



FLORIDA HOUSING FINANCE CORPORATION

By: _____

Chairperson

Copies to:

Laura J. Cox, on Behalf of the Office of the General Counsel

Ethan Katz, Esq., Assistant General Counsel

Melissa Levy, Managing Director of Multifamily Programs

Florida Housing Finance Corporation

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NOTICE OF RIGHT TO JUDICIAL REVIEW

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW PURSUANT TO SECTION 120.68, FLORIDA STATUTES. REVIEW PROCEEDINGS ARE GOVERNED BY THE FLORIDA RULES OF APPELLATE PROCEDURE. SUCH PROCEEDINGS ARE COMMENCED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF THE FLORIDA HOUSING FINANCE CORPORATION, 227 NORTH BRONOUGH STREET, SUITE 5000, TALLAHASSEE, FLORIDA 32301-1329, AND A SECOND COPY, ACCOMPANIED BY THE FILING FEES PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL, FIRST DISTRICT, 2000 DRAYTON DRIVE, TALLAHASSEE, FLORIDA 32399-0950, OR IN THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE PARTY RESIDES. THE NOTICE OF APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

CARISBROOKE TERRACE, LTD.,
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SETTLEMENT AGREEMENT

Pursuant to Section 120.57(4), Fla. Stat., Petitioners, Carisbrooke Terrace, Ltd., Carisbrooke Terrace Developer, LLC, and Sha Development, LLC, (collectively “Carisbrooke”), Intervenor Villas on Central, LLC (“Villas”), and Respondent Florida Housing Finance

Corporation (“FHFC” or “Florida Housing”) (collectively, the “Parties”), hereby enter into the following Settlement Agreement.

Petitioner, MHP Brevard I, LLC, and Intervenor, ECG Florida 2023 V, LP, have been notified of the Parties intent to enter into this settlement agreement and have no objections.

Factual Background

1. Carisbrooke and Villas are both applicants for funding in Request for Applications 2024-306 Community Development Block Grant – Disaster Recovery (CDBG-DR) Financing for Affordable Housing Developments Located in Hurricane Ian Impacted Areas (the “RFA”).

2. On October 22, 2024, the Florida Housing’s Board made its determinations regarding applicant eligibility and that certain eligible applicants were preliminarily selected for funding subject to satisfactory completion of the credit underwriting process. Villas Application Number 2025-203BD was preliminarily selected for funding based on the sorting and selection criteria in the RFA. Carisbrooke’s Application Number 2025-194BD was deemed eligible for funding but was not selected for a preliminary funding award based on the sorting and selection criteria in the RFA.

3. Carisbrooke timely filed a notice of protest and formal protest challenging the selection of Villas for a preliminary funding award.

4. On November 6, 2024, Florida Housing issued a Notice to All Bidders on RFA 2024-306, including the challenged application in this matter. The Notice informed all bidders that their substantial interests might be affected by the disposition of Carisbrooke’s Petition and advised bidders of their opportunity to intervene.

5. Villas timely intervened by filing its Notice of Appearance.

Agreement to Resolve Dispute

6. In the interest of avoiding time, expense, and uncertainty of litigation, Villas agrees to withdraw its application number 2025-203BD. The Parties agree that Villas did not intentionally misrepresent any information in its application and that the withdrawal is not the result of any misrepresentation or wrongdoing by Villas.

7. Carisbrooke agrees to voluntarily dismiss its Petition as moot within two days of receiving notice that Villas has withdrawn its application.

8. Florida Housing agrees to recommend to its Board of Directors that the returned funding from Villas' withdrawn application be added back into the RFA and allocated pursuant to the funding selection process outlined in Section Five of the RFA without Villas withdrawn application number 2025-203BD, and subject to the results of any other bid protest proceedings relating to the RFA.

9. The Parties agree that Villas, its developer, or any principals, affiliates or financial beneficiary of the Applicant or Developer, will not be assessed any prohibition, priority 1 application limitation, point reduction, or other penalties in any pending or future Florida Housing funding programs due to the withdraw of its application number 2025-203BD.

10. The Parties understand that Florida Housing's funding decision is subject to final action by Florida Housing's Board of Directors. Florida Housings Board of Directors' decision to approve, deny, or take any other action on staff's recommendations shall not be considered a breach of this Settlement Agreement.

11. The Parties waive all rights to challenge or appeal this Settlement Agreement, Florida Housing's Final Order relating to this Settlement Agreement, or any other action by Florida Housings Board of Directors relating to this Settlement Agreement. All parties shall bear their own

costs and attorneys' fees incurred in this matter.

12. This Settlement Agreement contains and incorporates the entire understandings and agreements of the Parties, and any amendments thereof shall be set forth in writing and signed by all Parties. The undersigned attorneys represent that they have the authority to execute this Settlement Agreement on behalf of their respective clients. This Settlement Agreement shall be binding on all Parties.

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DATED this 20th day of December, 2024.



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SETTLEMENT AGREEMENT

Pursuant to Section 120.57(4), Fla. Stat., Petitioner, MHP Brevard I, LLC, ("MHP"), Intervenor, ECG Florida 2023 V, LP ("ECG"), and Respondent, Florida Housing Finance Corporation ("FHFC" or "Florida Housing") (collectively, the "Parties"), hereby enter into the

following Settlement Agreement.

Petitioners, Carisbrooke Terrace, LTD., Carisbrooke Terrace Developer, LLC, and Sha Development, LLC, and Intervenor, Villas on Central, LLC, have been notified of the Parties intent to enter into this settlement agreement and have no objections.

Factual Background

1. MHP and ECG are both applicants for funding in Request for Applications 2024-306 Community Development Block Grant – Disaster Recovery (CDBG-DR) Financing for Affordable Housing Developments Located in Hurricane Ian Impacted Areas (the “RFA”).

2. On October 22, 2024, the Florida Housing’s Board made its determinations regarding applicant eligibility and that certain eligible applicants were preliminarily selected for funding subject to satisfactory completion of the credit underwriting process. ECG Application Number 2025-196BD was preliminarily selected for funding based on the sorting and selection criteria in the RFA. MHP’s Application Number 2025-195BD was deemed eligible for funding but was not selected for a preliminary funding award based on the sorting and selection criteria in the RFA.

3. MHP timely filed a notice of protest and formal protest challenging the selection of ECG for a preliminary funding award.

4. On November 6, 2024, Florida Housing issued a Notice to All Bidders on RFA 2024-306, including the challenged application in this matter. The Notice informed all bidders that their substantial interests might be affected by the disposition of MHP’s Petition and advised bidders of their opportunity to intervene.

5. ECG timely intervened by filing its Notice of Appearance.

Agreement to Resolve Dispute

6. In the interest of avoiding time, expense, and uncertainty of litigation, ECG agrees to withdraw its application number 2025-196BD. The Parties agree that ECG did not intentionally misrepresent any information in its application and that the withdrawal is not the result of any misrepresentation or wrongdoing by ECG.

7. MHP agrees to voluntarily dismiss its Petition as moot within two days of receiving notice that ECG has withdrawn its application.

8. Florida Housing agrees to recommend to its Board of Directors that the returned funding from ECG's withdrawn application be added back into the RFA and allocated pursuant to the funding selection process outlined in Section Five of the RFA without ECG's withdrawn application number 2025-196BD, and subject to the results of any other bid protest proceedings relating to the RFA.

9. The Parties agree that ECG, its developer, or any principals, affiliates or financial beneficiary of the Applicant or Developer, will not be assessed any prohibition, priority 1 application limitation, point reduction, or other penalties in any pending or future Florida Housing funding programs due to the withdraw of its application number 2025-196BD.

10. The Parties understand that Florida Housing's funding decision is subject to final action by Florida Housing's Board of Directors. Florida Housings Board of Directors' decision to approve, deny, or take any other action on staff's recommendations shall not be considered a breach of this Settlement Agreement.

11. The Parties waive all rights to challenge or appeal this Settlement Agreement, Florida Housing's Final Order relating to this Settlement Agreement, or any other action by Florida Housings Board of Directors relating to this Settlement Agreement. All parties shall bear their own

costs and attorneys' fees incurred in this matter.

12. This Settlement Agreement contains and incorporates the entire understandings and agreements of the Parties, and any amendments thereof shall be set forth in writing and signed by all Parties. The undersigned attorneys represent that they have the authority to execute this Settlement Agreement on behalf of their respective clients. This Settlement Agreement shall be binding on all Parties.

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DATED this 2 day of JANUARY, 2025



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