

**STATE OF FLORIDA  
FLORIDA HOUSING FINANCE CORPORATION**

MADISON HIGHLANDS, LLC and  
AMERICAN RESIDENTIAL  
DEVELOPMENT, LLC,

Petitioners,

FHFC CASE NO.: 2016-006BP

v.

APPLICATION NO: 2016-109C  
REQUEST FOR APPLICATIONS: 2015-107

FLORIDA HOUSING FINANCE  
CORPORATION,

Respondent.

and

SP GARDENS, LLC,

Intervenor

---

**SECOND AMENDED FORMAL WRITTEN PROTEST OF AWARD  
AND PETITION FOR ADMINISTRATIVE HEARING**

Pursuant to Sections 120.569 and 120.57(3), Florida Statutes; Chapter 28-110 and Rule 28-106.201, Florida Administrative Code<sup>1</sup>; and the Order Dismissing Petition with Leave to Amend dated February 26, 2016, Petitioners Madison Highlands, LLC and American Residential Development, LLC (collectively, the “Petitioners”), file this Second Amended Formal Written Protest of Award and Petition for Administrative Hearing (“Petition”) and state:

**I) Background**

---

<sup>1</sup> Petitioners will hereinafter refer to the rules of the Florida Administrative Code as “Rule” or “Chapter” followed by the number of the applicable rule or chapter of the Florida Administrative Code. Citations to a Rule or Chapter will be in the following format: F.A.C. \_\_\_\_\_.

1. Florida Housing Finance Corporation (“Florida Housing”) administers various affordable housing programs including the Housing Credit (HC) Program pursuant to Section 42 of the Internal Revenue Code and Section 420.5099, *Florida Statutes*, under which Florida Housing is designated as the Housing Credit Agency for the State of Florida within the meaning of Section 42(h)(7)(A) of the Internal Revenue Code, and Chapters 67-48 and 67-60, Florida Administrative Code.

2. Because the demand for Housing Credit funding exceeds that which is available under the Housing Credit Program, qualified affordable housing developments must compete for this funding. Florida Housing is authorized to allocate tax credits<sup>2</sup> and other funding by means of requests for proposals or other competitive solicitations allowed by Section 420.507(48), *Florida Statutes*.

3. To assess the relative merits of proposed developments, Florida Housing has established a competitive solicitation (“Competitive Solicitation(s)”) process known as the Request for Applications pursuant to Chapters 67-48 and 67-60. Chapter 67-60, adopted by Florida Housing, establishes the procedures by which Florida Housing must administer the Competitive Solicitations to implement the provisions of the Housing Credit Program under

---

<sup>2</sup> The United States Congress has created a program, governed by Section 42 of the IRC, by which federal income tax credits are allotted annually to each state on a per capita basis to help facilitate private development of affordable low-income housing for families. These tax credits entitle the holder to a dollar-for-dollar reduction in the holder’s federal tax liability, which can be taken for up to ten years if the project continues to satisfy IRC requirements. The tax credits allocated annually to each state are awarded by state “housing credit agencies” to single-purpose applicant entities created by real estate developers to construct and operate specific multi-family housing projects. The applicant entity then sells this ten-year stream of tax credits, typically to a syndicator, with the sale proceeds generating much of the funding necessary for development and construction of the project. The equity produced by this sale of tax credits in turn reduces the amount of long-term debt required for the project, making it possible to operate the project at below-market-rate rents that are affordable to low-income and very-low-income tenants. Pursuant to section 420.5099, F.S., Florida Housing is the designated “housing credit agency” for the State of Florida and administers Florida’s tax credit program under its Housing Credit (HC) Program. Through the HC Program, Florida Housing allocates Florida’s annual fixed pool of federal tax credits to developers of affordable housing.



which developers apply for funding. F.A.C. 67-60.001(2); *see also* Clearlake Village, L.P. v. Florida Housing Finance Corporation, DOAH Case No. 15-2394BID, 2015 WL 3966051 (June 25, 2015).

4. For the purposes of Competitive Solicitations under Chapter 67-60, an Applicant is any person or legally formed entity that is seeking funding from the Corporation by submitting an Application or otherwise responding to a Competitive Solicitation. F.A.C. 67-6002(1). An Application is the response submitted to the Florida Housing to participate in a Competitive Solicitation. F.A.C. 67-6002(2).

5. The failure of an Applicant to supply required information in connection with any Competitive Solicitation “*shall* be grounds for a determination of nonresponsiveness.” F.A.C. 67-60.006(1) (emphasis added). If the Florida Housing makes a determination of nonresponsiveness, the Application *shall* not be considered for funding.” F.A.C. 67-60.006(1) (emphasis added).

6. On or about September 21, 2015, pursuant to Chapter 67-60, Florida Housing issued RFA 2015-107 Housing Credit Financing for Affordable Housing Development Located in Broward, Duval, Hillsborough, Orange, Palm Beach, and Pinellas (“RFA”). A genuine, authentic, true, and correct copy of the RFA is attached and incorporated herein as Exhibit A. The deadline for submitting Applications to the RFA was November 5, 2015 (“Application Deadline”).

7. The RFA lists the information required to be provided by an Applicant, provides a general description of the type of projects that will be considered eligible for funding, and delineates the submission requirements. (Exhibit A at pp. 2-50). In order to be considered for

funding selection, the Application must meet all of the Eligibility Requirements set forth in the RFA. (Exhibit A at p. 48) (“Only Applications that are eligible for funding will be considered for funding selection. Eligibility requirements include the following. . .”). The Eligibility Requirements include “[a]ll Mandatory Items” described in Section Five of the RFA. (Exhibit A at p 48). The Section Five Mandatory Items include Appropriate Zoning, Evidence of Site Control, and Surveyor Certification Form with Development Location Point. (Exhibit A at p. 51).

8. If a Mandatory Item (i.e. *required* item) is missing from an Application submitted pursuant to the RFA, Rule 67.60.006(1) requires that Florida Housing deem the Application to be nonresponsive and not consider the Application for funding.

9. By submitting an Application to the RFA, each Applicant certifies that:

Proposed Developments funded with Housing Credits under this RFA will be subject to the requirements of the RFA, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the credit underwriting and HC Program requirements outlined in Rule Chapter 67-48, F.A.C. and the Compliance requirements of Rule Chapter 67-53, F.A.C. See, RFA 2015-107, Pg. 8

10. Florida Housing’s solicitation process for the RFA, as set forth in Rules 67-60.001 - .009, Florida Administrative Code, involves the following:

- a) Florida Housing publishes its Competitive Solicitation (RFA) in the Florida Administrative Register;
- b) Applicants prepare and submit their response to the Competitive Solicitation;
- c) Florida Housing appoints a scoring committee to evaluate the Applications;
- d) the scoring committee makes recommendations to the Florida Housing Board, which are then voted on by the Board; and

- e) Applicants not selected for funding may protest the results of the Competitive Solicitation process.

## **II) Preliminary Information**

### **A) Affected Agency (Rule 28-106.201(a))**

11. The name of the agency affected is the Florida Housing Finance Corporation. The address for Florida Housing is 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, and the telephone number for the corporation is 850-488-4197. The Florida Housing's identification number for the RFA that is the subject of this Petition is 2015-107.

### **B) Petitioners (Rule 28-106.201(b))**

12. Petitioners' address is 558 West New England Avenue, Suite 250, Winter Park, Florida 32789. Petitioners' telephone number is 407-408-3572. For purposes of this proceeding, Petitioners' address is that of its undersigned counsel.

13. Petitioners are the owners and developers of a proposed affordable housing development to be located in Hillsborough County. American Residential Development, LLC is a "Developer" as defined by Rule 67-48.002(28). Petitioners and its affiliated entities have successfully completed the construction of several affordable housing developments from funding sources allocated by Florida Housing.

### **C) Petitioners' Counsel (Rule 28-106.201(b))**

14. Counsel for Petitioners and Petitioners' Counsel's address for this proceeding are: J. Timothy Schulte, Esq. and Sarah Lindquist Pape, Esq., Zimmerman, Kiser & Sutcliffe, P.A., 315 East Robinson Street, Suite 600, Orlando, Florida 32801. The telephone number for Petitioners' Counsel is 407-425-7010.

**D) Substantial Interests Affected (Rule 28-106.201(b))**

15. Petitioners timely submitted an application in response to the RFA. A genuine, authentic, true, and correct copy of Petitioners' Application #2016-109C ("Madison Application") is attached and incorporated herein as Exhibit B. Petitioners applied for an allocation of \$2,040,000 in annual federal tax credits to help finance the development of its project, a 102-unit mid-rise apartment complex. (Exhibit B at pp. 5, 11). As reflected in Florida Housing's RFA 2015-107 Applications Submitted Report ("Applications Submitted Report"), Petitioners were assigned lottery number 2. A genuine, authentic, true, and correct copy of the Applications Submitted Report is attached and incorporated herein as Exhibit C. Petitioners were scored as having satisfied all mandatory and eligibility requirements for funding and scored 23 out of 28 Total Points. *See* 2015-107 6 County Large Geo RFA Scoring Sheets ("Scoring Sheets"), a genuine, authentic, true, and correct copy of which is attached and incorporated herein as Exhibit D.

16. SP Gardens, LLC ("Laburnum") timely submitted an application in response to the RFA. A genuine, authentic, true, and correct copy of Laburnum's Application #2016-137C ("Laburnum Application") is attached and incorporated herein as Exhibit E. Laburnum applied for an allocation of \$1,420,000 in annual federal tax credits to help finance the development of its project, an 81-unit garden apartments complex. (Exhibit E at pp. 5, 11). As reflected in the Applications Submitted Report, Laburnum was assigned lottery number 9. (Exhibit C at p. 2). Laburnum was scored as having satisfied all mandatory and eligibility requirements for funding and scored 28 out of 28 Total Points. (Exhibit D at p. 29-30). On January 29, 2016, Florida Housing's Board of Directors adopted the scoring committee's recommendations and tentatively

authorized the selection of Laburnum for funding. *See* RFA 2015-107 Recommendations dated January 29, 2016 (“Corporation’s Notice”), a genuine, authentic, true, and correct copy of which is attached and incorporated herein as Exhibit F.

17. West River Phase 2, LP (“The Boulevard”) timely submitted an application in response to the RFA. A genuine, authentic, true, and correct copy of The Boulevard’s Application #2016-119C (“The Boulevard Application”) is attached and incorporated herein as Exhibit G. The Boulevard applied for an allocation of \$2,110,000 in annual federal tax credits to help finance the development of its project, a 250-unit mid-rise apartment complex. (Exhibit G at pp. 5, 11). As reflected in the Applications Submitted Report, The Boulevard was assigned lottery number 23. (Exhibit C at p. 1). The Boulevard was scored as having satisfied all mandatory and eligibility requirements for funding and scored 28 out of 28 Total Points. (Exhibit D at p. 23-24).

18. West River Phase 1A, LP (“Bethune”) timely submitted an application in response to the RFA. A genuine, authentic, true, and correct copy of Bethune’s Application #2016-138C (“Bethune Application”) is attached and incorporated herein as Exhibit H. Bethune applied for an allocation of \$2,110,000 in annual federal tax credits to help finance the development of its project, a 160-unit mid-rise apartment complex. (Exhibit H at p. 5, 11). As reflected in the Applications Submitted Report, Bethune was assigned lottery number 22. (Exhibit C at p. 2). Bethune was scored as having satisfied all mandatory and eligibility requirements for funding and scored 28 out of 28 Total Points. (Exhibit D at p. 29-30).

19. City Edge Senior Apartments, Ltd. (“City Edge”) timely submitted an application in response to the RFA. A genuine, authentic, true, and correct copy of City Edge’s Application

#2016-120C (“City Edge Application”) is attached and incorporated herein as Exhibit I. City Edge applied for an allocation of \$1,848,370, in annual federal tax credits to help finance the development of its project, a 120-unit garden apartments complex. (Exhibit I at pp. 5, 11). As reflected in the Applications Submitted Report, City Edge was assigned lottery number 37. (Exhibit C at p. 1). City Edge was scored as having satisfied all mandatory and eligibility requirements for funding and scored 28 out of 28 Total Points. (Exhibit D at pp. 25-26).

20. As set forth herein, the eligibility determinations, scoring and preliminary ranking of the applications did not recognize or take into account the failure of Laburnum, The Boulevard, Bethune and City Edge to respond to Mandatory or Total Points items required by the RFA. Laburnum, The Boulevard, Bethune and City Edge should have been deemed nonresponsive and ineligible for funding. As discussed below, Florida Housing improperly determined that Laburnum, The Boulevard, Bethune, and City Edge satisfied RFA Mandatory, eligibility and Total Points requirements and improperly selected Laburnum for funding.

21. Through this proceeding Petitioners challenge and are seeking a determination that Florida Housing erred in the scoring, eligibility and award decision of Laburnum. Petitioners further challenge and are seeking a determination that Florida Housing erred in the scoring and eligibility decision of The Boulevard, Bethune and City Edge applications. But for Florida Housing’s error in its scoring, eligibility and award decision, Petitioners would have (a) been ranked in the funded range and would have been entitled to an allocation of housing credits from the RFA, or (b) would have moved up in the rankings.

22. Florida Housing's rules provide that merely because an Applicant is selected for funding, that does not entitle the Applicant to an allocation of tax credits. Rather, the Applicant must further satisfy underwriting requirements. Pursuant to Rule 67-48.0072:

Credit underwriting is a de novo review of all information supplied, received or discovered during or after any competitive solicitation scoring and funding preference process, prior to the closing on funding, including the issuance of IRS Forms 8609 for Housing Credits. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development team's experience, past performance or financial capacity is satisfactory.

23. As a result, an Applicant may fail this "de novo review" and never receive an allocation of tax credits. In such an event, the RFA provides that:

Returned Allocation:

Funding that becomes available after the Board takes action on the Committee's recommendation(s), due to an Applicant withdrawing its Application, an Applicant declining its invitation to enter credit underwriting or the Applicant's inability to satisfy a requirement outlined in this RFA, and/or Rule Chapter 67-48, F.A.C., will be distributed in the following manner:

- a. The returned funding will be distributed to the highest ranking eligible unfunded Application located in the same county as the Development that returned the funding. If there is not enough funding available to fully fund this Application, it will be entitled to receive a Binding Commitment for the unfunded balance.

(Exhibit A at p.50).

24. In accordance with the foregoing, if an Applicant that was awarded funding fails credit underwriting, the next eligible unfunded Applicant will be granted funding subject to the requirements of the RFA. As a result of this bifurcated process, an Applicant seeking to increase its ranking over other unfunded Applicants is affected by Florida Housing's decision.

Petitioners' substantial interests are affected and Petitioners have standing bring this action. Pinnacle Rio LLC v. Florida Housing Finance Corporation Case No 14-1398BID (F.O. June 13, 2014; R.O. June 4, 2014).

**E) Notice of Agency Action (28-106.201(c)) & Notice of Protest**

25. Petitioners received notice of Florida Housing's Final Agency Action entitled "RFA 2015-107 Recommendations" dated January 29, 2016 ("Corporation's Notice"), on or about January 29, 2016. (*See* Exhibit F).

26. On February 2, 2016, Petitioners timely filed its Notice of Protest in which it challenged the selection of the applications in the Corporation's Notice (*See* Exhibit J).

**III) Specific Facts that Warrant Reversal of Modification of Florida Housing's Proposed Action (Rule 28-106.201(e))**

The specific facts that the Petitioners contend warrant reversal or modification of Florida Housing's decision with respect to the applications submitted by Laburnum, The Boulevard, Bethune, and City Edge are set forth below.

**A) Laburnum – Site Control**

Florida Housing should have deemed the Laburnum Application to be nonresponsive and ineligible for funding, because the Laburnum Application did not meet all of the Mandatory Items required by the RFA. One of the Mandatory Items required by the RFA is Evidence of Site Control. (Exhibit A at p. 51). If an Applicant does not demonstrate Evidence of Site Control as required by the RFA, then the Application must be deemed nonresponsive and ineligible for consideration of funding. F.A.C. 67-60.006(1); (Exhibit A at p. 48). As set forth in detail below, Laburnum did not provide Evidence of Site Control and so the Laburnum Application must be deemed nonresponsive and ineligible for consideration of funding.



## 1) Definition of Site Control and Eligible Contract.

In order to demonstrate Site Control as required by the RFA, an applicant must provide either (a) an Eligible Contract; (b) a Deed or Certificate of Title; or (c) a Lease. As to option (a) Eligible Contract, it is not enough for an applicant to attach just any contract for the purchase of real property. "Eligible Contract" is a defined term with specific meaning pursuant to the terms of the RFA and Florida Housing's rules and established precedent.

With respect to Site Control and an Eligible Contract, the RFA provides, in pertinent part:

Site Control:

The Applicant must demonstrate site control by providing, as Attachment 15 to Exhibit A, the documentation required in Items a., b., and/or c., as indicated below. If the proposed Development consists of Scattered Sites, site control must be demonstrated for all of the Scattered Sites

- a. ***Eligible Contract*** - For purposes of this RFA, an ***eligible contract*** is one that has a term that does not expire before May 31, 2016 or that contains extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than May 31, 2016; specifically states that the buyer's remedy for default on the part of the seller includes or is specific performance; and the ***buyer MUST be the Applicant unless an assignment of the eligible contract which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant, is provided.*** Any assignment must be signed by the assignor and the assignee. If the owner of the subject property is not a party to the eligible contract, all documents evidencing intermediate contracts, agreements, assignments, options, or conveyances of any kind between or among the owner, the Applicant, or other parties, must be provided, and, if a contract, must contain the following elements of an eligible contract: (i) have a term that does not expire before May 31, 2016 or contain extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than May 31, 2016, and (ii) ***specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance.***

(Exhibit A at p. 32) (emphasis added).

Thus, under the RFA, not only must an Applicant submit a valid binding contract, the contract must also contain certain enumerated elements for the contract to be scored as an “Eligible Contract”.

## **2) Laburnum’s Attempt to Demonstrate Site Control**

Of the three options, Laburnum attempted to demonstrate Site Control under the first option, (a) Eligible Contract. (Exhibit E at p. 61-68). Laburnum included in its application as Attachment 15 the following two documents: (1) a document that purports to be a Purchase and Sale Agreement between Southport Financial Real Estate, LLC (Purchaser) and GF Financial, LLC (Seller) (“Laburnum Agreement”) (Exhibit E at pp. 63-68), and (2) an Assignment and Assumption of the Laburnum Agreement from the Purchaser Southport Financial Real Estate, LLC to Laburnum (Exhibit E at p. 62). The Laburnum Agreement describes the property to be sold as follows:

**“Property”** means the parcel of land located at 1108 E. Bloomingdale Ave, Valrico, Florida, consisting of approximately 2 acres, as depicted on Exhibit A attached hereto. The parties agree, prior to the expiration of the Due Diligence Period, to revise Exhibit A to reflect the exact legal description of the Property.

(Exhibit E at p. 63).

In summary, the Laburnum Agreement identifies the Property to be sold using three different pieces of information: (1) a street address; (2) a description of the size of the property as “approximately 2 acres”; (3) and an exhibit that supposedly depicts the street address and 2 acres. Exhibit A is an engineer’s drawing with hand drawn markings (“Sketch”). The hand drawn markings contain a “hashed” area. There is no indication in the Laburnum Agreement or

on the Sketch whether the Property is all or a portion of the hashed area or whether the hashed area is intended to be included or excluded from the Property being sold. The Laburnum Agreement contains no legal description (metes and bounds) for the property to be sold and no parcel ID numbers or lot and block numbers. The sketch attached as Exhibit A to the Laburnum Agreement is not a survey.

**3) The Laburnum Application does not demonstrate Site Control because the Laburnum Agreement is not a contract under Florida Law.**

In order to be scored as satisfying the Mandatory Item of Site Control, an Applicant must prove that it has an enforceable Eligible Contract. *See* Section III(A)(1), *supra*. It is well established under Florida law that where a document purporting to be a contract for the purchase and sale of real property does not contain a meeting of the minds as to the property boundaries, no contract exists. Jordan v. Boisvert, 632 So. 2d 254, 257 (Fla. 1st DCA 1994).

**a) The street address in the Laburnum Agreement is inconsistent with the sketch of the land attached to the Laburnum Agreement.**

There was no meeting of the minds—and therefore no contract exists—because the street address in the Laburnum Agreement is in conflict with the Sketch. The address listed in the Laburnum Agreement—1108 E. Bloomingdale Ave, Valrico, Florida—is lot No. 2 consisting of only 0.11 acres, located within a platted subdivision recorded at Plat Book 107, Page 126, Public Records of Hillsborough County, Florida known as the Executive Park of Valrico Platted Subdivision (“Valrico Plat”). A genuine, authentic, true and correct copy of the Valrico Plat is attached and incorporated herein as Exhibit K. See Declaration of Richard T. Creech, PE PSM attached as Exhibit M. Lot 2 is owned by Bigtro Inc., which is not the Seller in the Laburnum Contract. Id. A genuine, authentic, true and correct copy of the County Appraiser’s web page

for 1108 E. Bloomingdale is attached and incorporated herein as Exhibit L. Id. 1108 E. Bloomingdale does not sit within the hand drawn “hashed” area on the Sketch. Id.

A review of the County records reveals that there was actually no property with the street address 1108 E. Bloomingdale Ave. at the time of the Laburnum Application. Id. However, there was a lot with the address of 1108 Bloomingdale Ave. (notice that the “E” for East is missing) and a lot with the address of 1108 E. Bloomindale Ave. (notice that the “g” in Bloomingdale is missing). Id. Both properties are located within the Valrico Plat. Id. 1108 Bloomingdale Ave. is Lot 2 owned by Bigtro, Inc. and is located on the Sketch outside of the hashed area. Id. The County Records have recently been amended so that 1108 Bloomingdale Ave. is now known as 1108 E. Bloomingdale Ave. Id. 1108 E. Bloomindale is owned by GF Financial, LLC, the entity identified as the Seller in the Laburnum Agreement, and it is inside the hashed area on the Sketch. Id. The County Records have recently been amended so that 1108 Bloomindale Ave. is now known as 1126 E. Bloomingdale Ave. Id.

**b) The reference to the 2 acres cannot possibly relate to the street address or Sketch in the Laburnum Agreement.**

There was no meeting of the minds—and therefore no contract exists—because the reference to “2 acres” in the Laburnum Agreement cannot possibly relate to either the street address or Sketch. The description of the size of the property as being “approximately 2 acres” is in conflict with the street address for the Property in the Laburnum Agreement. The lot formerly known as 1108 Bloomindale is only 0.11 acre in size. Id. The description of the size of the property as being “approximately 2 acres” is also in conflict with the Sketch. The Sketch covers some, but not all of the Valrico Plat. Id. The Seller owns 13 platted lots within the hashed area of the Sketch. Id. Each of the platted lots has a separate street address. Id. All 13 of the lots

combined would only be approximately 1.4 acres. Id. The area located within the hand drawn hashed marks on the Sketch is approximately 7 acres. Id. There is no identifiable two acre parcel located within the hashed portion of the Sketch. Id. The Property subject to the Laburnum Agreement cannot be located on the Sketch by reference to the street address or the reference to two acres. Id. Therefore, the Laburnum Agreement is patently ambiguous and insufficient to identify the Property subject to the Agreement to the exclusion of all other property. Id.

**c) The boundaries of the property cannot be determined by a surveyor from the sketch.**

There was no meeting of the minds—and therefore no contract exists—because the boundaries of the property cannot be determined by a surveyor from the Sketch. Even if a surveyor disregarded the patent ambiguities and confusion created by trying to reconcile the street address and the two acres, the Sketch would be insufficient to determine the boundaries or reference points of the hashed area on the Sketch without supplemental documents or amendments to the Laburnum Agreement. Id. (Supplemental documents and amendments are prohibited by Section 120.57(3)(f), *Florida Statutes*, which is discussed in detail below). The boundaries cannot be set for the following reasons:

- a. There are no dimensions for the cutout on the east boundary for the “stormwater area” identified on the Sketch. Id. There is no existing stormwater area near the east boundary of the Plat. Id.
- b. The east and south boundary of the Sketch also cannot be set due to the stair-step cutout of the conservation area in the southeast corner of the Sketch. Id.
- c. The west boundary of the Sketch cannot be determined, because it appears to be set through a parking area with no monuments. Id.

For the foregoing reasons, the boundaries of the hashed area on the Sketch cannot be located by a surveyor without the assistance of supplemental documents or amendments to the Laburnum Agreement. Even with the assistance of supplemental documents or even the testimony of the Buyer and Seller, there would be no way to reconcile the large hashed area with the much smaller reference in the Laburnum Agreement to "2 acres" and the even smaller acreage in the street address. Since the description of the Property in the Laburnum Agreement is patently ambiguous and hopelessly irreconcilable, no contract exists, let alone an enforceable contract. The Laburnum Contract fails to satisfy the Mandatory Item of Site Control. Therefore, the Laburnum Application is not responsive.

**4) In reaching a determination about whether the Laburnum Agreement is an Eligible Contract, Florida Housing may not consider any evidence submitted by Laburnum that amends or supplements the Laburnum Application.**

The RFA is a Competitive Solicitation governed by the provisions of Rule 67-60. F.A.C. 67-60; Flagship Manor, LLC v. Florida Housing Finance Corporation, FHFC Case No. 2015-009BP (F.O. June 19, 2015; R.O. June 15, 2015). The protest of the RFA is governed by Section 120.57(3), *Florida Statutes*, among others. Section 120.57(3)(f), *Florida Statutes*, provides that in a bid protest case "no submissions made after the bid or proposal opening which amend or supplement the bid or proposal shall be considered." Fla. Stat. § 120.57(3)(f). Florida Housing's precedent in applying Section 120.57(3)(f) makes clear that when Site Control and Eligible Contract are the subject of a bid protest, Florida Housing must limit its determination to the facial language of the purported contract and the applicant who is the proponent of the purported contract is prohibited from offering supplemental information to determine the intent of the parties. Flagship Manor, R.O. at ¶¶ 15-23; City Vista Associates, LLC v. Florida Housing

Finance Corporation, FHFC Case No. 2014-049BP (R.O. May 30, 2014), at ¶¶ 5-6; Robert King High Preservation Phase One, LLC v. Florida Housing Finance Corporation, FHFC Case No. 2014-062BP (R.O. July 31, 2014), at ¶¶ 14-16.

Although many legal standards that are generally applicable under Florida law do apply to the Competitive Solicitation process and Florida Housing's determinations, Section 120.57(3)(f), *Florida Statutes*, specifically prohibits Florida Housing from considering parol evidence, even if it would be otherwise admissible in a circuit court in Florida. In City Vista Associates, Christopher McGuire, Hearing Officer for Florida Housing, explained the distinction between forums as follows:

Petitioner also made statements at the hearing and in its proposed recommended order that Landmark was in fact acting as an agent for City Vista. Petitioner cited to case law for the proposition that adducing evidence to show that a person signing a contract in his own name was acting as an agent does not violate the rule of law that an agreement reduced to writing may not be contradicted or varied by parol. ***If Petitioner was in a different forum attempting to enforce its rights under the Agreement this would certainly be relevant. In a bid protest case, however, Section 120.57(3)(f), Florida Statutes, provides that "no submissions made after the bid or proposal opening which amend or supplement the bid or proposal shall be considered." If Petitioner is not allowed to submit documents to amend or supplement its application, it stands to reason that it also may not submit parol evidence either.*** This is not simply a case of explaining what is already included in an Application; there is nothing in the Application that demonstrates an agency relationship between City Vista and Landmark for purposes of the purchase agreement.

City Vista Associates, R.O. at ¶ 6 (emphasis added).

In light of Section 120.57(3)(f), *Florida Statutes*, and the substantial body of prior Florida Housing precedent, it would be arbitrary and capricious for Florida Housing to now consider extrinsic or parol evidence from the Applicant to determine the intent of the parties in identifying the property in the Laburnum Agreement.

**5) The Laburnum Application does not demonstrate Site Control to the extent that the Laburnum Agreement attempts to convey Property designated as Parcel A (Common Area) on the Valrico Plat.**

In order to be scored as satisfying the Mandatory Item of Site Control, an Applicant must prove that it has an enforceable Eligible Contract. *See* Section III(A)(1), *supra*. The hashed part of the Sketch clearly covers a portion, but not all, of the Parcel A (Common Area) shown on the Valrico Plat. (*Compare* Exhibit E at p. 68, *with* Exhibit K). Parcel A cannot be conveyed without the joinder of the lot owners' association formed to hold title to Parcel A: Executive Park of Valrico Owners' Association, Inc., a Florida not-for-profit corporation. *See, generally, Bethany Trace Owners' Assoc. v. Whispering Lakes I, LLC*, 155 So. 3d 1188 (Fla. 2d DCA 2014). The Declaration of Covenants, Conditions, Restrictions and Easements for Executive Park of Valrico, recorded on October 27, 2011, in the Public Records of Hillsborough County, Book 20778, at Page 50 ("Valrico Declaration"), provides for the creation of an association known as the Executive Park of Valrico Owners' Association, Inc. ("Association"). A genuine, authentic, true, and correct copy of the Valrico Declaration is attached and incorporated herein as Exhibit N. The Valrico Plat provides that the Association has a fee interest in Parcel A. Specifically, the Valrico Plat provides as follows: "Fee interest in Parcel A (Common Area) is hereby reserved by the Owner for conveyance to a lot owners' association...subsequent to the recording of this Plat, for the benefit of the lot owners within the subdivision." (Exhibit K at p. 1). Since the hashed area on the Sketch clearly encompasses a large portion of Parcel A, the Laburnum Contract is not actually a contract, because the Executive Park of Valrico Owners' Association, Inc., did not join and agree to sell its interest to the Applicant. As a result, the Applicant has failed to show the Mandatory Item of Site Control.



In addition to the Association (which has a fee interest in Parcel A (Common Area)), there are two additional members of the Association who have easement rights in the Parcel A (Common Area). Lots 2 and 3 of the Valrico Plat are owned by Bigtro, Inc. and Paschall Blanc, LLC, respectively. (Exhibit M at ¶ 4). Neither Bigtro, Inc., nor Paschall Blanc, LLC, are parties to or have joined in the Laburnum Agreement. (Exhibit E at p. 63). Pursuant to Article II.1. of the Valrico Declaration: “Every owner shall have a non-exclusive right and perpetual easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Parcel...” (Exhibit N at Article II.1.). To the extent that the Laburnum Agreement Sketch attempts to convey a portion of Parcel A (Common Area) for the construction of structures on the Parcel A (Common Area), the Agreement is not an enforceable contract, because it fails to include a joinder by Bigtro, Inc. or Paschall Blanc, LLC.

#### **B) Laburnum – Lack of Appropriate Zoning and Development Location Point**

Alternatively, if Florida Housing finds the Laburnum Agreement to be an Eligible Contract despite the law to the contrary, the Laburnum Application is nonresponsive and ineligible for funding because it did not meet the Mandatory Items of Appropriate Zoning and Development Location Point.

##### **1) Appropriate Zoning Requirement in the RFA**

Appropriate Zoning is a Mandatory Item in the RFA. (Exhibit A at p. 51). If an Applicant does not demonstrate Appropriate Zoning as required by the RFA, then the Application must be deemed nonresponsive and ineligible for consideration of funding. F.A.C. 67-60.006(1); (Exhibit A at p. 48).

Appropriate Zoning is one of the Ability to Proceed elements that must be demonstrated as of the Application Deadline. (Exhibit A at p. 16). With respect to Appropriate Zoning, the RFA states:

Appropriate Zoning. The Applicant must demonstrate that *as of the Application Deadline*, the proposed Development is appropriately zoned and consistent with local land use regulations regarding density and intended use by providing, as Attachment 9 to Exhibit A, the applicable properly completed and executed verification form:

- (a) The Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 11-14); or
- (b) The Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form (Form Rev. 11-14).

(Exhibit A at p. 16) (emphasis added).

The Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 11-14) (“Zoning Verification Form”), which is specifically incorporated into the RFA, requires two things with respect to zoning. First, the zoning designation for the proposed development location “on or before the submission deadline” must be identified. Second, certification must be made as to the following:

The proposed number of units and intended use are consistent with *current* land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, *there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein*. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

(Exhibit A at p. 86) (emphasis added).

**2) Laburnum does not have Appropriate Zoning for the density proposed in the Laburnum Application.**

In an attempt to demonstrate Appropriate Zoning, Laburnum provided with its application the Attachment 9, Florida Housing's Zoning Verification Form ("Laburnum Zoning Verification"). (Exhibit E at p. 48). According to the Laburnum Zoning Verification, the zoning designation for Laburnum's proposed development is "PD for 81 MF units." (Exhibit E (Laburnum Application) at p. 48).

The precise location of the property that is the subject of the Laburnum Application cannot be located as set forth Section III(A)(3), *supra*. However, if Florida Housing deems the Laburnum Agreement to be an Eligible Contract, the sketch attached to the Laburnum Agreement depicts a general area of property ("Laburnum Property"). (Exhibit E at p. 68). The entire area of land located within the Laburnum Property is zoned with a PD identification number PD 95-0205. Specifically, the Board of County Commissioners for Hillsborough County modified PD 95-0205 on December 9, 2014, under Resolution RR14-095 (the "Resolution"). A genuine, authentic, true, and correct copy of the Resolution is attached and incorporated herein as Exhibit O. The Resolution and approval of the modification to PD 95-0205 is subject to conditions of approval attached to the Resolution as Exhibit B. (Exhibit O at p. 3). Condition 1 of Exhibit B states that "Residential structures shall be developed in accordance with RMC-16 district standards unless otherwise specified herein." (Exhibit O at p. 13).

RMC-16 district standards are set forth in the Hillsborough County Land Development Code (Hillsborough LDC). A genuine, authentic, true, and correct copy of the relevant portions of the Hillsborough LDC are attached and incorporated herein as Exhibit P. Section 6.01.01 of

the Hillsborough LDC requires a minimum lot area of 2,725 square feet per unit in the RMC-16 zoning district. (Exhibit P at p. 3). This ratio equates to a maximum density of 16 dwelling units per acre in RMC-16, based on 43,560 square feet per acre ( $43,560/2,725 = 16$ ).

If Florida Housing were to accept the Laburnum Agreement as a sufficient Eligible Contract for the purposes of demonstrating Site Control, then Laburnum is proposing to build its development on a 2-acre lot within the Laburnum Property. (Exhibit E at p. 63). Based upon the Resolution and the Hillsborough LDC as referenced above, no 2-acre lot anywhere within the Laburnum Property can be developed with more than 32 units. Laburnum is proposing a development with 81 units. (Exhibit E at p. 5). As such, the Laburnum Application fails to demonstrate Appropriate Zoning and the Ability to Proceed. Since Appropriate Zoning is a Mandatory Item, the Laburnum Application is nonresponsive and ineligible for funding under the RFA.

**3) Laburnum does not have Appropriate Zoning because additional land use hearings or approvals are required.**

Additionally, the Laburnum Application does not demonstrate Appropriate Zoning because the Laburnum Property cannot be legally developed without additional, formal subdivision review and approval by Hillsborough County. The precise location of the property that is the subject of the Laburnum Application cannot be located as set forth in Section III(A)(3), *supra*. However, if Florida Housing deems the Laburnum Agreement to be an Eligible Contract, the sketch attached to the Laburnum Agreement depicts a general area of property (“Laburnum Property”). (Exhibit E at p. 68). The boundaries of the Laburnum Property appear to be shown in a “hatched” area on the sketch. (Exhibit E at p. 68).

The boundaries do not coincide with existing parcel boundaries shown in the recorded subdivision plat to which the Laburnum Property is subject. As noted above, the Laburnum Property is within the Hillsborough Plat. *See* Section III(A)(3), *supra*.

Part 12.01.00 of the Hillsborough LDC states: “As used within these regulations the term “subdivision” shall mean the division of a parent parcel into two or more lots, blocks, parcels, tracts, or other portions, however designated. The reference point for the division of these lots shall be a parent parcel.” (Exhibit P at p. 10). The Hillsborough LDC further states:

Whenever land in unincorporated Hillsborough County is divided so as to constitute a subdivision as defined herein, such subdivision of land shall be in compliance with the requirements set forth in these regulations. *The entire parent parcel for any subdivision shall be reviewed by the County in conjunction with the subdivision review for any portion of the parent parcel.*

(Exhibit P at p. 7). (emphasis added).

Not only is county review *required* to create a new parcel as shown in the sketch attached to the Laburnum Agreement, but the Hillsborough LDC *prohibits* any subdivision that would conflict with county zoning regulations in allowing more than 16 units per acre. Section 5.01.01(E) states:

No parcel of land shall be created, either by inclusion within or exclusion from a proposed subdivision, which cannot be properly utilized for a permitted use under the existing Zoning Regulations. A subdivision development shall meet or exceed the relevant requirements of all land development regulations adopted by Hillsborough County.

(Exhibit P at p. 7). Based on the foregoing, no development of a 2-acre parcel, as depicted by the sketch attached to the Laburnum Agreement, was legally permissible on the application date absent further Hillsborough County subdivision review. Even if such review

were undertaken, it could not legally result in creation of a 2-acre parcel with more than 16 units per acre.

#### **4) Lack of a Development Location Point**

Alternatively, if Laburnum argues that the property that is the subject of the Laburnum Agreement only included the residential lots located in the “hatched” area of the sketch, the Laburnum Application must be deemed nonresponsive and ineligible for funding for lack of a valid Development Point Location. One of the Mandatory Items in the RFA is Surveyor Certification Form with Development Location Point. (Exhibit A at pp. 18, 51).

If Laburnum is only buying the residential lots situated in the “hatched” area, then the development Laburnum is proposing is a Scattered Site project as defined by the RFA. A Scattered Site and Development Location Point for the purposes of the RFA is defined as:

“Scattered Sites,” as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a “Scattered Site”). For purposes of this definition “contiguous” means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street.

“Development Location Point” means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. ***For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.***

(Exhibit A at p. 90) (emphasis added).

The Development Location Point proposed in the Laburnum Application shown on the Surveyor Certification Form attached to the Laburnum Application. (Exhibit E at p. 58). The

Development Location Point is located in a Scattered Site (a cluster of 3 platted lots) that is smaller than another Scattered Site (a cluster of 7 platted lots) which will contain the greatest number of units in the Applicant's four Scattered Sites. Because the Development Location Point is not located on the required Scattered Site, the Development Location Point is invalid. As such, the Laburnum Application fails to provide a valid Development Location Point. Since Development Locations Point is a Mandatory Item, the Laburnum Application is nonresponsive and ineligible for funding under the RFA.

Attached hereto as Exhibit V is a demonstrative exhibit illustrating the fact that the Laburnum Application fails to provide a valid Development Location Point.

**B) The Boulevard & Bethune – Ability to Proceed/Appropriate Zoning**

Florida Housing should have deemed The Boulevard Application and the Bethune Application to be nonresponsive and ineligible for funding because those two applications did not meet all of the Mandatory Items required by the RFA.

**1) Appropriate Zoning Requirement in the RFA**

Petitioners reference in incorporate Section III(B)(1), *supra*.

**2) Defects in Zoning**

Both The Boulevard Application and the Bethune Application proposed developments with a proposed number of units that exceeded the land use regulations regarding density as of the Application Deadline and required additional land use regulation hearings or approvals to obtain the density proposed in their developments.

**a) The Boulevard Application**

In an attempt to demonstrate Appropriate Zoning, The Boulevard provided with its application the Attachment 9, Florida Housing's Zoning Verification Form ("The Boulevard

[12485-2/5290946/8]

[12485-2/5290946/8]

2016-006BP

Second Amended Formal Written Protest of Award and Petition for Administrative Hearing

Zoning Verification”). (Exhibit G at p. 47). According to The Boulevard Zoning Verification, the zoning designation for The Boulevard’s proposed development is RM-24. (Exhibit G at p. 47).

The City of Tampa Land Development Code (“City LDC”) sets forth the official schedule of district regulations in Section 27-156. A genuine, authentic, true, and correct copy of Section 27-156, as well as other relevant portions of the City LDC subsequently cited herein, are attached and incorporated herein as Exhibit Q. Subsection (d) of 27-156 sets forth the minimum lot area and density factors for the various zoning designations. (Exhibit Q at p. 91). The maximum residential density allowed in RM-24 is 24 units per acre, calculated by applying a density factor of 1,815 square feet per dwelling unit to the lot area. (Exhibit Q at p. 91).

The Boulevard’s proposed development is shown on the Proposed West River RFA 2015-107 Site Plan, Tampa Housing Authority, dated November 2, 2015 (“Site Plan”). A genuine, authentic, true, and correct copy of the Site Plan is attached and incorporated herein as Exhibit R. The Site Plan shows Lot B as the lot for “The Boulevard at West River” and identifies the lot has containing 289,401 square feet. (Exhibit R at pp. 1-2, 4). Lot B shown on the Site Plan can be further identified as the lot on which The Boulevard proposes its development by reference to the Sketch of the Land included in The Boulevard Application. (Exhibit G at p. 80).

Pursuant to Section 27-156(d) of the City LDC, a lot with 289,401 square feet in RM-24 can be developed with no more than 159 units ( $289,401/1,815 = 159.4495869$ ). Pursuant to Section 27-13 of the City LDC, “[i]n density calculations for the number of permitted units, all fractions *shall* be rounded *down* to the lower whole number. (Exhibit Q at p. 4). (emphasis added). The Boulevard Application proposed a development with 250 units, 100% of which were



new construction. (Exhibit G at p. 5). As such, The Boulevard Application fails to demonstrate Appropriate Zoning and the Ability to Proceed. Since Appropriate Zoning is a Mandatory Item, The Boulevard Application is nonresponsive and ineligible for funding under the RFA.

**b) Bethune Application**

In an attempt to demonstrate Appropriate Zoning, Bethune provided with its application the Attachment 9, Florida Housing’s Zoning Verification Form (“Bethune Zoning Verification”). (Exhibit H at p. 47). According to the Bethune Zoning Verification, the zoning designation for The Boulevard’s proposed development is RM-24. (Exhibit H at p. 47).

Pursuant to the City LDC, the maximum residential density allowed in RM-24 is 24 units per acre, calculated by applying a density factor of 1,815 square feet per dwelling unit to the lot area. *See* Section IV(C)(2)(a), *supra*.

Bethune’s proposed development is shown on the Site Plan. The Site Plan shows Lot A as the lot for “Bethune Residences 1” and identifies the lot as containing 290,016 square feet. (Exhibit R at pp. 1-3). Lot A shown on the Site Plan can be further identified as the lot on which Bethune proposes its development by reference to the Sketch of the Land included in Bethune Application. (Exhibit H at p. 80).

Pursuant to Section 27-156(d) of the City LDC, a lot with 290,016 square feet in RM-24 can be development with no more than 159 units ( $290,016/1,815 = 159.7884298$ ). Pursuant to Section 27-13 of the City LDC, “[i]n density calculations for the number of permitted units, all fractions *shall* be rounded *down* to the lower whole number. (Exhibit Q at p. 4) (emphasis added). The Bethune Application proposed a development with 160 units, 100% of which were new construction. (Exhibit G at p. 5). As such, the Bethune Application fails to demonstrate

Appropriate Zoning and the Ability to Proceed. Since Appropriate Zoning is a Mandatory Item, The Bethune Application is nonresponsive and ineligible for funding under the RFA.

**3) Aggregating Non-Contiguous Lots for the Purpose of Creating a Single Lot is Not Permitted by the City LDC**

The Boulevard and/or Bethune developments are not consistent with zoning because they used square footage from other neighboring, non-contiguous lots in an attempt to satisfy zoning and land use requirements. The City LDC as a whole does not allow combination of non-contiguous lots into a single development site for the purposes of calculating compliance with general zoning district regulations. To adopt this interpretation of the City LDC would allow the absurd result that separate lots, no matter where located within the City, could be aggregated to meet development requirements on one particular development site as long as the non-contiguous lots had a common owner. Such an approach has no support in the LDC, in prior practice elsewhere in the City of Tampa, or in professionally accepted planning and zoning standards nationwide.

Section 27-8 of the City LDC states that “[n]o building, structure, land or water shall be used or occupied, and no building, structure or part thereof shall be erected, constructed, reconstructed, moved, located or structurally altered except in conformity with the regulations set out generally in this chapter and for the district in which it is located. (Exhibit Q at 2). Section 27-9 goes on to state:

In particular, no building or structure or part thereof shall be erected, constructed, reconstructed, moved, located or structurally altered, in any manner so as to:

- (1) Exceed the permissible height, bulk or floor area;

(2) Accommodate or house a greater number of families or other occupants, *or to provide a greater number of dwelling units*;

(3) Occupy a greater percentage or portion of lot area;

(4) *Provide less lot area per dwelling unit or to occupy a smaller lot*;

(5) Provide narrower or smaller yards or other open spaces, or spaces or separations between buildings or portions thereof;

(6) Provide less off-street parking or off-street loading space;

than herein required or limited, or in any other manner contrary to the provisions of this chapter.

(Exhibit Q at 2-3) (emphasis added)

For the purposes of the LDC, a lot is defined as:

Land bounded by lines legally established for the purpose of property division. As used in this chapter, unless the context indicates otherwise, the term refers to a zoning lot.

(Exhibit Q (City LDC Sec. 27-43) at p. 27).

Section 27-43 of the City LDC defines a site as: “A parcel of property intended to be developed as a single project, including phases.” (Exhibit Q at p. 44). The City LDC defines a parcel as:

*A contiguous area of land* with its appurtenances and buildings which, because of its unity of use or commonality of ownership, may be regarded as the smallest conveyable unit of real estate and is capable of being described with such definiteness that its location and boundary can be established, and which is leased, owned, or designated by its owner or developer as land to be used or developed as part of a consistent development plan [....]”([....])

(Exhibit Q (LDC Sec. 27-43) at p. 38) (emphasis added).

The Boulevard and Bethune appear to be relying on a tax folio number shared by *non-contiguous* lots to argue that the non-contiguous lots are actually one parcel for planning and

zoning analysis purposes. There is no support for such an approach in the LDC. Folio numbers are simply a means of identification of property for taxing purposes, and have no relationship to the planning and zoning functions of local government. The lots owned by THA are bounded by lines legally established for the purpose of property division. Such lines include the boundary between lots and public rights of way, which are identified as “Street Lot Lines” in Section 27-43 of the LDC. It is impossible that the lots can be separated by Street Lot Lines, yet still be considered unified, contiguous parcels for planning and zoning analysis purposes, regardless of their folio number.

#### **4) The Boulevard and Bethune Do Not Qualify For Any Density Bonus**

To the extent The Boulevard or Bethune argue that the developments were consistent with zoning because they received a density bonus, that argument must also fail. As noted above, the City certified that the zoning is RM-24. The maximum residential density in RM-24 is 24 units per acre, calculated by applying a density factor of 1,815 square feet per dwelling unit to the lot area. *See* Section IV(C)(2)(a), *supra*.

Pursuant to Section 27-140-141 of the City LDC, density bonuses are only allowed in connection with projects located within certain special zoning districts, including the “site plan zoning districts” YC-9, PD, and PD-A, and in the CBD Periphery. (Exhibit Q at pp. 55-56).

The bonus provisions of the City LDC for lands outside the Central Business District are outlined in Section 27-140 of the City LDC. These provisions state that the “YC-9, PD and PD-A Districts, may be eligible for the density/intensity bonuses provided in the Tampa Comprehensive Plan.” (Exhibit Q at p. \_\_\_\_). The bonus provisions for land in the Central Business District Periphery are outlined in Section 27-141 of the City LDC, and provide bonus

non-residential intensity rather than bonus residential density. (Exhibit Q at p. \_\_\_\_). As the THA subject property is zoned RM-24, is not zoned with a site plan zoning district, and is not subject to the Central Business District Periphery bonus, the project is ineligible for residential density bonuses.

**C) The Boulevard and Bethune – HUD Contingency**

Alternatively, if Florida Housing finds that The Boulevard Application and Bethune Application had Appropriate Zoning as of the Application Deadline despite law and evidence to the contrary, The Boulevard Application and Bethune Application are nonresponsive and ineligible for funding because they did not meet the Mandatory Item of Site Control.

**1) Definition of Site Control and Eligible Contract**

Petitioners reference and incorporate Section III(A)(1), *supra*, as if fully stated herein.

**2) The Boulevard and Bethune Did Not Demonstrate Site Control**

**a) The Boulevard**

Of the three options, The Boulevard attempted to demonstrate Site Control under the first option, (a) Eligible Contract. (Exhibit G at pp. 61-83). The Boulevard included in its application as Attachment 15 a Contract for Purchase and Sale of Real Property between the Housing Authority of the City of Tampa, Florida as Seller and The Boulevard as Buyer (“The Boulevard Contract”). (Exhibit G at pp. 61-83). The Boulevard Contract states that the Property that is the subject of The Boulevard Contract (“The Boulevard Property”) is “subject to a HUD Declaration of Trust on the Property.” (Exhibit G at p. 65). With respect to the HUD Declaration of Trust, The Boulevard Contract further states, in pertinent part:

11. Conditions to Buyer's Obligation to Close. Buyer shall not be obligated to close under this Contract unless and until each of the following conditions are either fulfilled or waived, in writing, by Buyer:

...

11.5 HUD Approval. Any and all necessary disposition, demolition and redevelopment approvals relating to the Property from HUD shall have been obtained before the Closing Date.

...

The Boulevard did not include with its Application the HUD Declaration of Trust referenced in The Boulevard Contract. A review of the public records of Hillsborough County, Florida, reveals that the ownership rights of the Seller are subject to at least two different Declarations of Trust recorded in favor of the United States Department of Housing and Urban Development ("HUD"): (A) a Declaration of Trust recorded on December 12, 1991 at Official Records Book 6459, Page 29 of the Hillsborough County Official Records and (B) a Declaration of Trust recorded on January 15, 1993 at Official Records Book 6855, Page 1816 of the Hillsborough County Official Records (collectively, the "Declaration of Trust"). A genuine, authentic, true, and correct copy of the Declaration of Trust is attached and incorporated herein as Composite Exhibit S. Pursuant to the terms of the Declaration of Trust, the Seller—The Housing Authority of the City of Tampa—cannot sell The Boulevard Property without the approval of HUD. Specifically, the Declaration of Trust states:

HUD has been granted and is possessed of an interest in the above described Project property, To Wit:

The right to require [The Housing Authority of the City of Tampa] to remain seized of the title to said property and to refrain from transferring, conveying, assigning . . . or otherwise encumbering or permitting or

suffering any transfer, conveyance, assignment . . . of said property or any part thereof . . .

(Exhibit S at pp. 1, 10).

The seller had no authority to sell The Boulevard Property without HUD approval. (Exhibit S at pp. 1, 10). HUD is not a party to The Boulevard Contract. (*See* Exhibit G). HUD has not joined in the The Boulevard Contract and the Boulevard provided no documentation within its Application to show that HUD has consented to the sale and transfer of The Boulevard Property. Therefore the Boulevard Contract is not an Eligible Contract for the purposes of satisfying the Mandatory Item of Site Control, because the seller had no authority to sell The Boulevard Property. Since The Boulevard did not demonstrate the Mandatory Item of Site Control, The Boulevard Application must be deemed nonresponsive and ineligible for funding.

**b) Bethune**

Of the three options, Bethune attempted to demonstrate Site Control under the first option, (a) Eligible Contract. (Exhibit H at pp. 61-83). Bethune included in its application as Attachment 15 a Contract for Purchase and Sale of Real Property between the Housing Authority of the City of Tampa, Florida as Seller and Bethune as Buyer (“Bethune Contract”). (Exhibit H at pp. 61-83).

The Bethune states that the Property that is the subject of Bethune Contract (“The Bethune”) is “subject to a HUD Declaration of Trust on the Property.” (Exhibit H at p. 65). With respect to the HUD Declaration of Trust, the Bethune Contract further states, in pertinent part:

11. Conditions to Buyer’s Obligation to Close. Buyer shall not be obligated to close under this Contract unless and until each of the following conditions are either fulfilled or waived, in writing, by Buyer:

...

11.5 HUD Approval. Any and all necessary disposition, demolition and redevelopment approvals relating to the Property from HUD shall have been obtained before the Closing Date.

...

Bethune did not include with its Application the HUD Declaration of Trust referenced in Bethune Contract. A review of the public records of Hillsborough County, Florida, reveals that the ownership rights of the Seller are subject to at least two different Declarations of Trust recorded in favor of the United States Department of Housing and Urban Development (“HUD”): (A) a Declaration of Trust recorded on December 12, 1991 at Official Records Book 6459, Page 29 of the Hillsborough County Official Records and (B) a Declaration of Trust recorded on January 15, 1993 at Official Records Book 6855, Page 1816 of the Hillsborough County Official Records (collectively, the “Declaration of Trust”). A genuine, authentic, true, and correct copy of the Declaration of Trust is attached and incorporated herein as Composite Exhibit S. Pursuant to the terms of the Declaration of Trust, the Seller—The Housing Authority of the City of Tampa—cannot sell the Bethune Property without the approval of HUD. Specifically, the Declaration of Trust states:

HUD has been granted and is possessed of an interest in the above described Project property, To Wit:

The right to require [The Housing Authority of the City of Tampa] to remain seized of the title to said property and to refrain from transferring, conveying, assigning . . . or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment . . . of said property or any part thereof . . .

(Exhibit S at pp. 1, 10).



The seller had no authority to sell the Bethune Property without HUD approval. (Exhibit S at pp. 1, 10). HUD is not a party to the Bethune Contract. (See Exhibit H). HUD has not joined in the The Boulevard Contract and Bethune provided no documentation within its Application to show that HUD consented to the sale and transfer of the Bethune Property. Therefore, the Bethune Contract is not an Eligible Contract for the purposes of satisfying the Mandatory Site Control Item, because the seller had no authority to sell the Bethune Property. Since Bethune did not demonstrate the Mandatory Item of Site Control, the Bethune Application must be deemed nonresponsive and ineligible for funding.

#### **D) City Edge – Lack of Site Control**

Petitioners reference and incorporate Section III(A)(1), *supra*, as if fully stated herein. As stated therein, in order for a contract to be an Eligible Contract for the purposes of meeting the Mandatory Item of Site Control, “the buyer MUST be the Applicant.” (Exhibit A at p. 32). If the buyer is not the Applicant, one of two things must be provided: either (a) an assignment of the eligible contract which assigns all of the buyer’s rights, title and interests in the eligible contract to the applicant; or (b) all documents evidencing intermediate contracts, agreements, assignments, options, or conveyances of any kind between or among the owner, the Applicant, or other parties. (Exhibit A at p. 32).

##### **1) City Edge’s Attempt to Demonstrate Site Control**

Of the three options, City Edge attempted to demonstrate Site Control under the first option, (a) Eligible Contract. (Exhibit I at pp. 59-96). City Edge included in its application as Attachment 15 the following: (1) a Purchase and Sale Agreement between 301 And Bloomingdale, LLC (Seller) and The Richman Group of Florida (Purchaser) (“Original

Contract”) (Exhibit I at pp. 76-96); and (2) Purchase and Sale Agreement between The Richman Group of Florida (Seller) and City Edge (Buyer) (“City Edge Contract”) (Exhibit I at pp. 59-75).

The Original Contract is for the purchase of “approximately 23.46 acres” for a purchase price of \$3,840,000.00. (Exhibit I at p. 76). The Original Contract describes the property to be purchased as:

Approximately 23.46 acres of land consisting of folio numbers 073860.0000, 073864.0000, 073867.0000 and 073872.0000. Final legal description shall be confirmed by surveyor.

(Exhibit I at p. 94).

The City Edge Contract does not encompass the same property as the Original Contract. Instead, the City Edge Contract describes the property to be purchased (“The City Edge Property”) as:

[A]ll of those certain tracts and parcels of land owned by the Seller located at Robert Tolle Drive and Valhalla Pond Drive, Riverview, Hillsborough County, Florida, as described on Exhibit “A” attached hereto . . .

(Exhibit I at p. 59).

Exhibit A attached to the City Edge Contract is a legal description of property, described in part as:

PARCEL 1: A parcel of land lying in the Southeast ¼ of Section 6, Township 30 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows . . .

(Exhibit I at p. 74).

The City Edge Property is only 8.7 acres, significantly less than the 23.46 acres that is the subject of the Original Contract. Specifically, the City Edge Property is a part of a Planned Development, PD 04-1068, as shown in the Final Conditions of Approval on Petition Number RX 04-1068 BR dated January 28, 2005 and the site plan submitted thereto (“City Edge PD”). A genuine, authentic, true, and correct copy of the City Edge PD is attached and incorporated herein as Exhibit T. The legal description for the City Edge Property as shown on Exhibit A to the City Edge Contract matches the legal description for Parcel B on the City Edge PD. (Exhibit T at p. 6). The City Edge PD identifies the size of Parcel B as approximately 8.7 acres. (Exhibit T at p. 6). Attached hereto as Exhibit U is a demonstrative exhibit illustrating the fact that the City Edge Property is not the same as the property in the Original Contract.

Additionally, the purchase price in the City Edge Contract is \$2,160,000.00, significantly less than the purchase price of \$3,840,000.00 in the Original Contract. (Exhibit I at p. 59-60).

## **2) City Edge did not Demonstrate Site Control**

City Edge’s Application fails to demonstrate Site Control pursuant to the requirements of the RFA. City Edge is not the purchaser under the Original Contract. There is no assignment of contract which assigns the Original Contract to City Edge, as required by the RFA. (Exhibit A at p. 32). Additionally, the Original Contract is not an intermediate contract within the meaning of the RFA, because the Seller in the Original Contract is selling a different parcel of property than the seller in the City Edge Contract. There is no privity of contract between City Edge as Applicant and the Seller, so City Edge does not have Site Control, because it does not have an enforceable contract with the seller in the Original Contract. Without privity of contract, City Edge cannot satisfy the RFA Mandatory Item of specific performance to enforce the terms of the

Original Contract as required by the RFA. (Exhibit A at p. 32). Neither the Original Contract nor the City Edge Contract, nor the two contracts taken together, are an Eligible Contract within the meaning of the RFA. Since City Edge did not demonstrate the Mandatory Item of Site Control, the City Edge Application must be deemed nonresponsive and ineligible for funding.

**3) In reaching its determination about whether the City Edge Application included an Eligible Contract, Florida Housing may not consider any evidence submitted by City Edge that amends or supplements the City Edge Application.**

As stated in Section III(A)(4), *supra*, parol evidence may not be introduced by an Applicant to supplement or amend its Application. Any evidence introduced by City Edge to show the intent of the parties in execution of the two different contracts, or assignment thereof, would be impermissible parol evidence. *See* Section III(A)(4), *supra*; City Vista Associates, R.O. at ¶ 6.

**E) Additional Evidence/Reservation to Amend**

There may be additional Mandatory Items, eligibility or Total Points requirements the above-described Applicants failed to provide which further render their Applications ineligible for funding. Petitioners reserve the right to amend their Petition to include any additional failures to respond to these requirements.

**IV) Statement of Ultimate Facts (Rule 28-106.201(e))**

The ultimate facts alleged are as follows:

1. As a matter of ultimate fact and law, Laburnum, The Boulevard, Bethune, and City Edge failed to complete their applications in accordance with the RFA; their applications were not responsive to and failed to comply with RFA; and, therefore, their applications should not have been considered for funding or scored as being eligible applications.

2. As a matter of ultimate fact and law, Florida Housing improperly determined that Laburnum, The Boulevard, Bethune, and City Edge applications were completed in accordance with the RFA; were responsive to the RFA; and, Laburnum was eligible for funding under the RFA.
3. As a matter of ultimate fact and law, Florida Housing improperly scored Laburnum, The Boulevard, Bethune and City Edge Applications as having satisfied Mandatory Items as of the Application Deadline.
4. As a matter of ultimate fact and law, Florida Housing's determination that Laburnum, The Boulevard, Bethune, and City Edge were eligible applications was (a) clearly erroneous; (b) contrary to competition; (c) arbitrary or capricious; and/or (d) contrary to Florida Housing's governing statutes, rules, policies, or the RFA specifications. But for these errors, Petitioners would have been entitled to an allocation of its requested tax credit funding.
5. As a matter of ultimate fact and law, Florida Housing improperly determined that Laburnum was eligible for funding and further improperly determined that The Boulevard, Bethune, and City Edge were scored as eligible applications.

**V) Disputed Issues of Material Fact and Law (Rule 28-106.201(d))**

The disputed issues of material fact and law include those matters pled in this petition, and include but are not limited to the following:

- a) Whether the provisions of the RFA have been followed in the preliminary allocation of the tax credits under the RFA and/or correct eligibility and Total Points determinations have been made based on the provisions of the RFA;

- b) Whether the proposed allocations are consistent with the RFA, the requirements of a competitive procurement process and Florida Housing's rules and governing statutes;
- c) Whether the criteria and procedures followed in reaching the proposed allocations are arbitrary, capricious, contrary to competition, contrary to the RFA requirements, and/or contrary to prior Florida Housing interpretations of the applicable statutes and administrative rules;
- d) Whether the RFA's criteria for determining eligibility, ranking and evaluation of proposals were properly followed;
- e) Whether the preliminary rankings properly determine the eligibility of potential applicants for funding in accordance with the standards and provisions of the RFA;
- f) Whether Bethune's Application should be deemed ineligible under the RFA as a result of Bethune's failure to satisfy RFA zoning requirements as of the Application Deadline;
- g) Whether The Boulevard's Application should be deemed ineligible under the RFA as a result of The Boulevard's failure to satisfy RFA zoning requirements as of the Application Deadline
- h) Whether Bethune's Application should be deemed ineligible under the RFA because no authorized official as defined in the RFA signed the zoning certification;

- i) Whether Bethune's Application should be deemed ineligible under the RFA because no authorized official as defined in the RFA signed the site plan certification;
- j) Whether The Boulevard's Application should be deemed ineligible under the RFA because no authorized official as defined in the RFA signed the zoning certification;
- k) Whether The Boulevard's Application should be deemed ineligible under the RFA because no authorized official as defined in the RFA signed the site plan certification;
- l) Whether Laburnum' Application should be deemed ineligible under the RFA because Laburnum has failed to demonstrate site control in accordance with and as required by the RFA;
- m) Whether City Edge's Application should be deemed ineligible under the RFA because City Edge failed to demonstrate site control in accordance with and as required by the RFA;
- n) Whether the rankings and proposed awards are consistent with the RFA and the disclosed bases or grounds upon which tax credits are to be allocated;
- o) Whether the rankings and proposed awards are based on a correct determination of the eligibility of the applicants and/or correct scoring and ranking criteria in the RFA;

- p) Whether the rankings and proposed awards are consistent with fair and open competition for the allocation of tax credits;
- q) Whether the rankings and proposed awards are based on clearly erroneous and/or capricious eligibility determinations, scoring or ranking;
- r) Whether the proposed awards improperly incorporate new policies and interpretations that impermissibly deviate from the RFA specifications, existing rules and/or prior Florida Housing interpretations and precedents;
- s) Such other issues as may be revealed during the protest process.

Petitioners reserve the right to seek leave to amend this petition to include additional disputed issues of material fact and law that may become known through discovery.

**VI) Statutes and Rules Requiring Reversal or Modification of Florida Housing's Proposed Action (Rule 28-106.201(f))**

Statutes and rules governing this proceeding are Sections 120.569 and 120.57(3), and Chapter 420, Florida Statutes, and Chapters 28-106, 67-48 and 67-40, Florida Administrative Code. Additional Statutes and Rules requiring reversal or modification of Florida Housing's proposed action are cited and set forth in detail in Section IV, *supra*.

**A) Request for Official Recognition/Judicial Notice**

Rule 28-106.213(6) requires requests for official recognition to be considered in accordance with the provisions governing judicial notice in Sections 90.201-.203, *Florida Statutes*. Section 90.202, *Florida Statutes*, provides that a court may take judicial notice of the following, among others:

- (6) Records of any court of this state or of any court of record of the United States or of any state, territory, or jurisdiction of the United States.



(9) Rules promulgated by governmental agencies of this state which are published in the Florida Administrative Code or in bound written copies.

(10) Duly enacted ordinances and resolutions of municipalities and counties located in Florida, provided such ordinances and resolutions are available in printed copies or as certified copies.

(11) Facts that are not subject to dispute because they are generally known within the territorial jurisdiction of the court.

(12) Facts that are not subject to dispute because they are capable of accurate and ready determination by resort to sources whose accuracy cannot be questioned.

Section 90.203, *Florida Statutes*, provides that a court *shall* take judicial notice of any matter in Section 90.202 when a party requests it and: (1) gives each adverse party timely written notice of the request, proof of which is filed with the court to enable the adverse party to prepare to meet the request; and (2) furnishes the court with sufficient information to enable it to take judicial notice of the matter.

Petitioners hereby request Official Recognition of the document attached to this Petition as Exhibits A through L and N through T. The copies of these Exhibits that are attached to this Petition as Exhibits are sufficient information to enable Florida Housing, the Division, and/or any court to take judicial notice of this matter. Additionally, by the Exhibits to this Petition, Petitioners have given the adverse parties timely written notice of the request, proof of which has been filed in this action, to enable the adverse parties to prepare to meet the request. Accordingly, under Section 90.203, *Florida Statutes*, and Rule 28-106.213(6), Florida Housing and the Division must take judicial notice of the items requested by Petitioners.

**VII) Statement of Relief Sought by the Petitioners (Rule 28-106.201(g))**

**WHEREFORE**, Petitioners request that:

A. Florida Housing refer this Petition to the Division of Administrative Hearings for a formal administrative hearing and the assignment of an Administrative Law Judge pursuant to Section 120.57(3), Florida Statutes,

B. The Administrative Law Judge enter a Recommended Order determining that:

- a) Laburnum, The Boulevard, Bethune and City Edge failed to complete their applications in accordance with the competitive solicitation; that their applications were non-responsive to and failed to comply with RFA 2015-107; and that their applications should not have been considered for funding or scored as having satisfied mandatory or total point requirements as prescribed by RFA 2015-107;
- b) Florida Housing improperly determined that the applications submitted by Laburnum, The Boulevard, Bethune and City Edge were completed in accordance with the competitive solicitation;
- c) Florida Housing improperly determined that the applications submitted by Laburnum, The Boulevard, Bethune and City Edge were responsive to RFA 2015-107;
- d) Florida Housing improperly determined that Laburnum' application was eligible for funding under RFA 2015-107;

C. The Administrative Law Judge enter a Recommended Order recommending Florida Housing award Petitioners their requested tax credit funding;

D. Florida Housing enter a Final Order awarding Petitioners their requested tax credit funding; and,

E. Petitioners be granted such other relief as may be deemed appropriate.

Respectfully submitted this 4th day of March, 2016.



---

J. Timothy Schulte  
Fla. Bar No. 769169  
[tschulte@zkslawfirm.com](mailto:tschulte@zkslawfirm.com)  
Sarah Lindquist Pape  
Fla. Bar No. 0026398  
[spape@zkslawfirm.com](mailto:spape@zkslawfirm.com)  
Zimmerman, Kiser, & Sutcliffe, P.A.  
315 East Robinson St., Suite 600  
Orlando, FL 32801  
Attorneys for Petitioners

**CERTIFICATE OF SERVICE**

I certify that the original of the foregoing Second Amended Formal Protest of Award has been filed by email with the Corporation Clerk, Kate Fleming, at the following email addresses: [CorporationClerk@floridahousing.org](mailto:CorporationClerk@floridahousing.org) and [Kate.Fleming@floridahousing.org](mailto:Kate.Fleming@floridahousing.org). I further certify that copies have been furnished by email to: Hugh Brown, Esq., General Counsel, Florida Housing Finance Corporation, [Hugh.Brown@floridahousing.org](mailto:Hugh.Brown@floridahousing.org); Chris McGuire, Esq., Florida Housing Finance Corporation, [Chris.McGuire@floridahousing.org](mailto:Chris.McGuire@floridahousing.org); and Lawrence E. Sellers, Jr., Esq., Holland & Knight LLP, Attorney for the Intervenor, [larry.sellers@hklaw.com](mailto:larry.sellers@hklaw.com), this 4th day of March, 2016.



\_\_\_\_\_  
Attorney

**REQUEST FOR APPLICATIONS 2015-107**

**RFA 2015-107 HOUSING CREDIT FINANCING FOR AFFORDABLE HOUSING  
DEVELOPMENTS LOCATED IN BROWARD, DUVAL, HILLSBOROUGH, ORANGE,  
PALM BEACH, AND PINELLAS COUNTIES**

**Issued By:**

**FLORIDA HOUSING FINANCE CORPORATION**

.

**Issued: September 21, 2015**

**Due: November 5, 2015**

**EXHIBIT  
A**

**SECTION ONE  
INTRODUCTION**

This Request for Applications (RFA) is open to Applicants proposing the development of affordable, multifamily housing located in Broward County, Duval County, Hillsborough County, Orange County, Palm Beach County, and Pinellas County.

Under this RFA, Florida Housing Finance Corporation (the Corporation) expects to have up to an estimated \$12,700,863 of Housing Credits available for award to proposed Developments located in Broward County, Duval County, Hillsborough County, Orange County, Palm Beach County, and Pinellas County. The Corporation is soliciting applications from qualified Applicants that commit to provide housing in accordance with the terms and conditions of this RFA, inclusive of Exhibits A, B, and C, applicable laws, rules and regulations, and the Corporation’s generally applicable construction and financial standards.

**SECTION TWO  
DEFINITIONS**

Unless otherwise defined below, capitalized terms within this RFA shall have the meaning as set forth in Rule Chapters 67-48 and 67-60, F.A.C., or in applicable federal regulations.

|                             |  |
|-----------------------------|--|
| “Regulated Mortgage Lender” | (a) A state or federally chartered entity authorized to transact business in this state that regularly engages in the business of making mortgage loans secured by real property in this state, whose mortgage lending activities subject it to the jurisdiction of the State of Florida Office of Financial Regulation, the Board of Governors of the Federal Reserve, Office of the Comptroller of the Currency, the National Credit Union Administration, or the Federal Deposit Insurance Corporation; (b) A Fannie Mae-approved lender whose name appears on the Fannie Mae list of Delegated Underwriting and Servicing (DUS®) Lenders (list available by clicking <a href="#">here</a> ); (c) A HUD-approved lender whose name appears on the U.S. Department of Housing and Urban Development (HUD) list of Multifamily Accelerated Processing (MAP) Approved Lenders (list available by clicking <a href="#">here</a> ); (d) A RD-approved lender whose name appears on the U.S. Department of Agriculture, Rural Development (RD), list of Section 538 Guaranteed Rural Rental Housing approved lenders (list available by clicking <a href="#">here</a> ); or (e) A Freddie Mac-approved multifamily lender whose name appears on Freddie Mac’s lists of Program Plus (Florida region) lenders, Targeted Affordable Housing lenders or Seniors Housing lenders (lists available by clicking <a href="#">here</a> ). |
|-----------------------------|--|

**SECTION THREE  
PROCEDURES AND PROVISIONS**

**A. Submission Requirements.**

A complete Application for this RFA consists of the Application and Development Cost Pro Forma found at Exhibit A of the RFA and the Applicant Certification and Acknowledgement form and other applicable verification forms found at Exhibit B of the RFA, as well as all other applicable documentation to be provided by the Applicant, as outlined in Section Four of the RFA.

1. The Application Deadline is **11:00 a.m., Eastern Time, on November 5, 2015**. To meet the submission requirements, prior to the Application Deadline the Applicant must do all of the following for its Application:
  - a. Download and complete the Application and Development Cost Pro Forma found at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/>.

The download process may take several minutes. Applicants should save the files with a file name that is unique to that Application.

- b. Next, when the Applicant is ready to submit the completed Application and Development Cost Pro Forma to the Corporation, the Applicant must go to the webpage <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/> and click the link to login and upload the completed Application and Development Cost Pro Forma. To upload the Application and Development Cost Pro Forma, a username and password must be entered. If the Applicant has not previously created a username and password, the Applicant will need to create one prior to the upload process.
- c. After successfully logging in, the Applicant must click “Upload Application.” The Applicant must also enter the Development Name, click “Browse” to locate the completed Application and Development Cost Pro Forma that were saved on the Applicant’s computer; and then click “Upload Selected File.” The selected Application will then be listed as an Uploaded Application (consisting of the Application and the Development Cost Pro Forma), and its assigned Response Number will be visible in the first column.
- d. Next, to view and print the Uploaded Application (the completed Application and Development Cost Pro Forma), the Applicant must click “Print Application for Submission to Florida Housing.” The assigned Response Number will be reflected on each page of the printed Uploaded Application. The Applicant must submit four (4) printed copies of the Uploaded Application to the Corporation, as outlined in item e. below.

Note: If the Applicant clicks “Delete” prior to the Application Deadline, the Application will no longer be considered an Uploaded Application and the Applicant will be required to upload the complete Application and the Development Cost Pro Forma again in order for these documents to be considered an Uploaded Application. This will generate a new Response Number.

- e. The Applicant must provide to the Corporation by the Application Deadline sealed package(s) containing four (4) printed copies of the final Uploaded Application with all applicable attachments, as outlined in Section Four, with each copy housed in a separate 3-ring-binder with numbered divider tabs for each attachment. The final assigned Response Number should be reflected on each page of the printed Application and Development Cost Pro Forma.
  - (1) One (1) printed copy of the complete Uploaded Application with all applicable attachments must be labeled “Original Hard Copy” and must include the following items:
    - (a) The required non-refundable \$3,000 Application fee, payable to Florida Housing Finance Corporation (check or money order only);
    - (b) The Applicant Certification and Acknowledgement form with an original signature (blue ink preferred); and
    - (c) The Application Withdrawal Disincentive in the form of either a \$25,000 Application Withdrawal Cash Deposit or a \$25,000 Letter of Credit, as outlined below:
      - (i) If the Applicant elects to provide the \$25,000 Application Withdrawal Cash Deposit, the deposit, payable to Florida Housing Finance Corporation (check or money order only) must meet the criteria outlined in 3 below.

If desired, the Applicant may submit one (1) check or money order in the amount of \$28,000 (the \$3,000 Application fee plus the \$25,000 Application Withdrawal Cash Deposit).

or

(ii) If the Applicant elects to provide a \$25,000 Letter of Credit, the original, executed Letter of Credit must meet the requirements outlined in 4 below. The Applicant need only provide the original Letter of Credit in the Application labeled "Original Hard Copy;" photocopies of the Letter of Credit need not be included in the Applications labeled "Copy."

(2) The remaining three (3) printed copies of the complete Uploaded Application with all applicable attachments should be labeled "Copy."

If the Applicant does not provide the Uploaded Application and the materials listed in (1) and (2) above as required by the Application Deadline, the Application will be rejected and no action will be taken to score the Application.

f. The Applicant should label the outside of each shipping box with the applicable RFA number. The Corporation will not consider faxed or e-mailed Applications.

2. After 11:00 a.m., Eastern Time, on the Application Deadline, each Application for which hard copies are received by the Application Deadline will be assigned an Application number. In addition, these Applications will be assigned a lottery number by having the Corporation's internal auditors run the total number of Applications received through a random number generator program.

3. \$25,000 Application Withdrawal Cash Deposit. Each Applicant not submitting a \$25,000 Letter of Credit (as outlined in 4 below) must submit to the Corporation an Application Withdrawal Cash Deposit in the amount of \$25,000 with its Application.

The Application Withdrawal Cash Deposit shall be deposited into an account of the Corporation, will not accrue interest for the Applicant, and will be held by the Corporation as long as the Application associated with it remains active and is not withdrawn for any reason prior to the occurrence of certain events, as outlined below:

a. If a submitted Application is withdrawn for any reason subsequent to the Application Deadline but on or before the execution of the Carryover Allocation Agreement and payment of the required non-refundable Administrative Fee, then immediately upon such Application's withdrawal, the sum of \$25,000 representing the Application Withdrawal Cash Deposit for the withdrawn Application shall, automatically and without notice or condition, become the absolute property of the Corporation, and such funds may be used by the Corporation in any manner and for any purpose as other cash funds of the Corporation.

b. For any eligible Application not invited to enter credit underwriting and not sooner withdrawn, the Corporation shall release and return the Application Withdrawal Cash Deposit for such Application by check in the amount of \$25,000 once invitations to enter credit underwriting have been issued and accepted by those Applicants selected for funding under the RFA. The Corporation shall make the refund check payable to the person or entity indicated by the Applicant at question 1.a.(1) of Exhibit A. If this information is not provided in the Application, the Corporation shall make the refund check payable to the Applicant.



- c. For any eligible Application invited to enter credit underwriting and not sooner withdrawn, the Corporation shall release and return the Application Withdrawal Cash Deposit for such Application by check in the amount of \$25,000 following execution of the Carryover Allocation Agreement and payment of the Administrative Fee for such Application. The Corporation shall make the refund check payable to the person or entity indicated by the Applicant at question 1.a.(1) of Exhibit A. If this information is not provided in the Application, the Corporation shall make the refund check payable to the Applicant.
- d. For any Application deemed ineligible by the Review Committee and the Board that is not the subject of any pending litigation and is not sooner withdrawn, at the conclusion of the time period for filing a notice of protest as prescribed in Section 120.57(3), Fla. Stat., et. al., the Corporation shall release and return the Application Withdrawal Cash Deposit for such Application by check in the amount of \$25,000. The Corporation shall make the refund check payable to the person or entity indicated by the Applicant at question 1.a.(1) of Exhibit A. If this information is not provided in the Application, the Corporation shall make the refund check payable to the Applicant.

As used herein, an Application withdrawal includes a withdrawal of an Application (or the funding under such Application) initiated or made by the Corporation itself where such withdrawal by the Corporation is the result of the Applicant's failure to act or pay fees in a timely manner as required by the RFA.

- 4. \$25,000 Letter of Credit. Each Applicant not submitting a \$25,000 Application Withdrawal Cash Deposit (as outlined in 3 above) must submit to the Corporation a Letter of Credit that meets the following requirements with its Application:

- a. The Letter of Credit must:

- (1) Be issued by a bank, the deposits of which are insured by the FDIC, and which has a banking office located in the state of Florida available for presentation of the Letter of Credit.
- (2) Be on the issuing bank's letterhead, and identify the bank's Florida office as the office for presentation of the Letter of Credit.
- (3) Be, in form, content and amount, the same as the Sample Letter of Credit set out in Item 14 of Exhibit C of the RFA, and completed with the following:
  - (a) Issue Date of the Letter of Credit (LOC) which must be no later than November 5, 2015.
  - (b) LOC number.
  - (c) Expiration Date of the LOC which must be no earlier than November 5, 2016.
  - (d) Issuing Bank's legal name.
  - (e) Issuing Bank's Florida Presentation Office for presentation of the LOC.
  - (f) Florida Housing's RFA number RFA 2015-107.
  - (g) Applicant's name as it appears on the Application for which the LOC is issued.
  - (h) Development name as it appears on the Application for which the LOC is issued.
  - (i) Signature of the Issuing Bank's authorized signatory.
  - (j) Printed Name and Title of the authorized signatory.

- b. The condition of the Letter of Credit is that the Application with which it is associated remain active and not be withdrawn for any reason prior to the occurrence of certain events, as outlined below:

- (1) If a submitted Application is withdrawn for any reason subsequent to the Application Deadline but on or before the execution of the Carryover Allocation Agreement and payment of the required non-refundable Administrative Fee, the Corporation shall, without notice, present for payment and draw upon the Letter of Credit submitted with that Application in full and retain the funds represented thereby as the property of the Corporation. By submitting its Application, the Applicant acknowledges that the withdrawal of its Application, regardless of reason or circumstance at any time prior to events described, is self-executing entitling the Corporation to draw upon the Letter of Credit in full without condition or prior notice to any party.

If the Corporation is entitled to draw upon an Applicant's Letter of Credit as provided above, and the issuing bank should for any reason refuse to honor the Letter of Credit following presentation by the Corporation, the Applicant or any Principal of the Applicant, as listed in the Application, shall be responsible for payment of the \$25,000 to the Corporation; payment shall be due to the Corporation within 10 Calendar Days following written notice from the Corporation to the Contact Person listed in the Application.

- (2) For those eligible Applications not invited to enter credit underwriting and not sooner withdrawn, the Corporation shall release or surrender the Letter of Credit once invitations to enter credit underwriting have been issued and accepted by those Applicants selected for funding under the RFA.
- (3) For those eligible Applications invited to enter credit underwriting and not sooner withdrawn, the Corporation shall release or surrender the Letter of Credit following execution of the Carryover Allocation Agreement and payment of the Administrative Fee.
- (4) For those Applications deemed ineligible by the Review Committee and the Board that are not the subject of any pending litigation and are not sooner withdrawn, the Corporation shall release or surrender the Letter of Credit at the conclusion of the time period for filing a notice of protest as prescribed in Section 120.57(3), Fla. Stat., et. al.

As used herein, an Application withdrawal includes a withdrawal of an Application (or the funding under such Application) initiated or made by the Corporation itself where such withdrawal by the Corporation is the result of the Applicant's failure to act or pay fees in a timely manner as required by the RFA.

The printed copies of the complete Application must be addressed to:

Ken Reecy  
Director of Multifamily Programs  
Florida Housing Finance Corporation  
227 N. Bronough Street, Suite 5000  
Tallahassee, FL 32301

If any of the hard copies of Exhibit A and/or the Development Cost Pro Forma are not identical to the complete Uploaded Application, the Uploaded Application will be utilized for scoring purposes.

Applicants should review subsection 67-48.023(1), F.A.C., to determine eligibility to apply for the Housing Credits offered in this RFA.

Pursuant to subsection 67-60.004(2), F.A.C., any Applicant may request withdrawal of its Application from a competitive solicitation by filing a written notice of withdrawal with the Corporation Clerk. For purposes of the funding selection process, the Corporation shall not accept any Application withdrawal request that is submitted between 5:00 p.m., Eastern Time, on the last business day before the date the scoring committee meets to make its recommendations until after the Board has taken action on the scoring committee's recommendations, and such Application shall be included in the funding selection process as if no withdrawal request had been submitted. Any funding or allocation that becomes available after such withdrawal is accepted shall be treated as returned funds and disposed of according to Section Four B.4. of the RFA.

B. This RFA does not commit the Corporation to award any funding to any Applicant or to pay any costs incurred in the preparation or delivery of an Application.

C. Florida Housing reserves the right to:

1. Waive Minor Irregularities; and
2. Accept or reject any or all Applications received as a result of this RFA.

D. Any interested party may submit any inquiry regarding this RFA in writing to the Director of Multifamily Programs via e-mail at [RFA\\_2015-107\\_Questions@floridahousing.org](mailto:RFA_2015-107_Questions@floridahousing.org). All inquiries are due by 5:00 p.m., Eastern Time, on October 12, 2015. Phone calls or written inquiries other than at the above e-mail address will not be accepted. The Corporation expects to respond to all inquiries by 5:00 p.m., Eastern Time, on October 16, 2015, and will post a copy of all inquiries received, and their answers, on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/>. The Corporation will also send a copy of those inquiries and answers in writing to any interested party that requests a copy. The Corporation will determine the method of sending its answers, which may include regular United States mail, overnight delivery, fax, e-mail, or any combination of the above. No other means of communication, whether oral or written, shall be construed as an official response or statement from the Corporation.

E. Any person who wishes to protest the specifications of this RFA must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

F. By submitting this Application, each Applicant agrees to the terms and conditions outlined in the RFA. By inclusion of Exhibit A and the Development Cost Pro Forma of the RFA, along with all applicable attachments thereto, including the applicable certification forms set out in Exhibit B of the RFA, each Applicant certifies that:

1. Public Records. Any material submitted in response to this RFA is a public record pursuant to Chapter 119, Fla. Stat. Per Section 119.071(1)(b)2., the sealed Applications received by the Corporation are exempt from disclosure until such time as the Board provides notice of an intended decision or until 30 Calendar Days after the opening of the sealed Applications, whichever is earlier.

2. Noninterference. At no time during the review and evaluation process, commencing with the Application Deadline and continuing until the Board renders a final decision on the RFA, may Applicants or their representatives contact Board members or Corporation staff, except Corporation legal staff, concerning their own or any other Applicant's Application. If an Applicant or its representative does contact a Board or staff member in violation of this section, the Board shall, upon a determination that such contact was made in an attempt to influence the selection process, disqualify the Application.

3. Requirements. Proposed Developments funded with Housing Credits under this RFA will be subject to the requirements of the RFA, the Application requirements outlined in Rule Chapter 67-60, F.A.C., the credit underwriting and program requirements for Housing Credits outlined in Rule Chapter 67-48, F.A.C., and the Compliance requirements of Rule Chapter 67-53, F.A.C.

G. The Corporation expects to select one (1) or more Applications to award the funding contemplated by this RFA. Any such Applications will be selected through the Corporation's review of each Application, considering the factors identified in this RFA.

#### **SECTION FOUR INFORMATION TO BE PROVIDED IN APPLICATION**

The Applicant must provide a completed Application and Development Cost Pro Forma found in Exhibit A to RFA 2015-107, along with all applicable attachments thereto, including the applicable certification forms set out in Exhibit B of the RFA, which includes the following information:

##### **A. Exhibit A Items:**

##### **1. Submission Requirements:**

###### **a. Application Withdrawal Disincentive:**

The Applicant must indicate which of the following it elects to provide in the Application labeled "Original Hard Copy:"

(1) \$25,000 Application Withdrawal Cash Deposit, as outlined in Section Three A.3. of the RFA. Should the Applicant be eligible to receive a refund of the cash deposit, the Corporation shall make the refund check payable to the person or entity indicated by the Applicant at question 1.a.(1) of Exhibit A. If this information is not provided in the Application, the Corporation shall make the refund check payable to the Applicant.

or

(2) \$25,000 Letter of Credit, as outlined in Section Three A.4. of the RFA.

###### **b. Applicant Certification and Acknowledgement:**

The Applicant must include a signed Applicant Certification and Acknowledgement form as **Attachment 1** to Exhibit A to indicate the Applicant's certification and acknowledgement of the provisions and requirements of the RFA. The form included in the copy of the Application labeled "Original Hard Copy" must reflect an original signature (blue ink is preferred). The Applicant Certification and Acknowledgement form is provided in Exhibit B of this RFA and on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/RelatedForms/> (also accessible by clicking [here](#)). Note: If the Applicant provides any version of the Applicant Certification and Acknowledgement form other than the version included in this RFA, the form will not be considered.

##### **2. Demographic Commitment:**

The Applicant must select one (1) of the following Demographic Commitments:

###### **a. Family – Proposed Development will serve the general population.**

- b. Elderly – The Applicant must indicate whether the proposed Development will be an Elderly Assisted Living Facility (ALF) or an Elderly Non-ALF. Note: Additional requirements for the Elderly Demographic Commitment are outlined in Item 1 of Exhibit C of the RFA.

**3. Applicant Information:**

- a. The Applicant must state the name of Applicant.
- b. The Applicant must be a legally formed entity [i.e., limited partnership, limited liability company, etc.] qualified to do business in the state of Florida as of the Application Deadline. The Applicant must include, as **Attachment 2** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Applicant satisfies the foregoing requirements; such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.
- c. An Applicant that indicates at question 3.c. of Exhibit A that it is applying as a Non-Profit will only be considered to be a Non-Profit, for purposes of this RFA, if the Applicant meets the definition of Non-Profit as set out in Rule Chapter 67-48, F.A.C., completes the questions at question 3.c. of Exhibit A, and provides the following information for each Non-Profit entity as **Attachment 3** to Exhibit A.
  - (1) The IRS determination letter;
  - (2) A description/explanation of how the Non-Profit entity is substantially and materially participating in the management and operation of the Development (i.e., the role of the Non-Profit);
  - (3) The names and addresses of the members of the governing board of the Non-Profit entity; and
  - (4) The articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low income housing.

Any Applicant that applies as a Non-Profit but is not considered to be a Non-Profit will still be eligible to be considered for funding as a for profit entity.

- d. Principals for the Applicant and for each Developer.

All Applicants must provide a list, as **Attachment 4** to Exhibit A, identifying the Principals for the Applicant and for each Developer, as follows:

  - (1) For a Limited Partnership, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline and (ii) the Principals for each Developer as of the Application Deadline. This list must include warrant holders and/or option holders of the proposed Development.
  - (2) For a Limited Liability Company, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline and (ii) the Principals for each Developer as of the Application Deadline. This list must include warrant holders and/or option holders of the proposed Development.
  - (3) For a Corporation and all other entities, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline and (ii) the Principals for each Developer as of the Application Deadline.

This eligibility requirement may be met by providing a copy of the list of Principals that was reviewed and approved by the Corporation during the advance-review process.

To assist the Applicant in compiling the listing, the Corporation has included additional information at Item 3 of Exhibit C.

e. Contact Person.

Enter the requested information for the Contact Person. At a minimum, the Applicant must provide the name and e-mail address of the Contact Person.

**4. Developer and Management Company Information:**

a. General Developer Information:

- (1) The Applicant must state the name of each Developer, including all co-Developers.
- (2) Each Developer entity identified at question 4.a.(1) of Exhibit A (that is not a natural person) must be a legally formed entity qualified to do business in the state of Florida as of the Application Deadline. For each stated Developer entity that is not a natural person, provide, as **Attachment 5** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Developer satisfies the foregoing requirements; such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.

(3) General Development Experience (**5 Points**):

To be eligible to be awarded 5 points for General Development Experience, the Prior General Development Experience chart must meet the requirements of (a) below and the Applicant's answer to (b) below (at question 4.a.(3)(b) of Exhibit A) must be "Yes." Note: An Applicant's "Yes" answer to question 4.a.(3)(b) of Exhibit A will be verified by Corporation staff during the scoring process.

- (a) At least one Principal of the Developer entity, or if more than one Developer entity, at least one Principal of at least one of the Developer entities, must meet the General Developer Experience requirements in (i) and (ii) below.

(i) General Development Experience:

A Principal of each experienced Developer entity must have, since January 1, 1995, completed at least three (3) affordable rental housing developments, at least one (1) of which was a Housing Credit development completed since January 1, 2005. At least one (1) of the three (3) completed developments must consist of a total number of units no less than 50 percent of the total number of units in the proposed Development. For purposes of this provision, completed for each of the three (3) developments means (A) that the temporary or final certificate of occupancy has been issued for at least one (1) unit in one of the residential apartment buildings within the development, or (B) that at least one (1) IRS Form 8609 has been issued for one of the residential apartment buildings within the development. As used in this section, an affordable rental housing development, including a Housing Credit development that contains multiple buildings, is a single development regardless of the number of buildings within the development for which an IRS Form 8609 has been issued.

If the experience of a Principal for a Developer entity listed in this Application was acquired from a previous affordable housing Developer entity, the Principal

must have also been a Principal of that previous Developer entity as the term Principal was defined by the Corporation at that time.

(ii) Prior General Development Experience Chart:

The Applicant must provide, as **Attachment 5** to Exhibit A, a prior experience chart for each Principal intending to meet the minimum general development experience reflecting the required information for the three (3) completed affordable rental housing developments, one (1) of which must be a Housing Credit development.

Each prior experience chart must include the following information:

| Prior General Development Experience Chart  |                         |  |                       |                |
|---|-------------------------|--|-----------------------|----------------|
| Name of Principal with the Required Experience: _____   |                         |  |                       |                |
| Name of Developer Entity (for the proposed Development) for which the above Party is a Principal: _____ |                         |  |                       |                |
| Name of Development   | Location (City & State) | Affordable Housing Program that Provided Financing (e.g., Housing Credits, Tax-Exempt Bonds, HOME, SAIL, etc.) | Total Number of Units | Year Completed |

(b) Developer Experience Withdrawal Disincentive:

No Principal named in this RFA, for purposes of satisfying the Developer experience requirement outlined in (a) above, is also listed as a Developer, co-Developer or Principal of the Developer named on the Principals list at (i) Attachment 3 of Geographic RFAs 2014 -114, 2014-115, and/or 2014-116 and/or (ii) Attachment 4 of Preservation RFA 2015-104 and/or Medium/Small County Geographic RFA 2015-106, where such Geographic and/or Preservation Application(s) is or has been withdrawn any time subsequent to the applicable RFA’s Application Deadline, but on or before the execution of the Carryover Allocation Agreement(s) and payment of the Administrative Fee(s) for such Application(s). For purposes of scoring this RFA, the Committee shall consider all such withdrawals that are made available to the Committee prior to the date that the Committee meets to make a recommendation to the Board. The Applicant must answer question 4.a.(3)(b) of Exhibit A.

b. General Management Company Information:

The Applicant must identify the Management Company at question 4.b.(1) of Exhibit A and provide, as **Attachment 6** to Exhibit A, a prior experience chart for the Management Company or a principal of Management Company demonstrating experience in the management of at least two (2) affordable rental housing properties (i.e., properties funded through an affordable housing program such as Housing Credits, Tax-Exempt Bonds, Home, SAIL, etc.), at least one (1) of which consists of a total number of units no less than 50 percent of the total number of units in the proposed Development, for at least two (2) years each.

The prior experience chart must include the following information:

| Prior General Management Experience Chart   |                         |  |                                  |                       |
|---|-------------------------|--|----------------------------------|-----------------------|
| Name of Management Company or a Principal of the Management Company with the Required Experience: _____ |                         |  |                                  |                       |
| Name of Development   | Location (City & State) | Currently Managing or Formerly Managed | Length of Time (Number of Years) | Total Number of Units |

**5. General Development Information:**

Unless stated otherwise, all information requested in the RFA pertains to the proposed Development.

a. The Applicant must state the name of the proposed Development.

b. Location of Development site:

(1) The Applicant must indicate the county in which the proposed Development will be located. The location of proposed Developments applying in this RFA is limited to the following counties:

|              |               |
|--------------|---------------|
| Broward      | Orange County |
| Duval        | Palm Beach    |
| Hillsborough | Pinellas      |

(2) The Applicant must provide the Address of the Development Site.

Indicate the address number, street name, and name of city, and/or the street name, closest designated intersection, and either name of city or unincorporated area of county.

If the proposed Development meets the definition of Scattered Sites:

- (a) A part of the boundary of each Scattered Site must be located within ½ mile of the Scattered Site with the most units;
- (b) Site control must be demonstrated in the Application for all of the Scattered Sites, as outlined in Section Four A.8. of the RFA;
- (c) During the credit underwriting process the Applicant must demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC; and
- (d) All Scattered Sites must be located in the same county.

c. Development Category / Rental Assistance (RA) Level / Concrete Construction:

(1) Development Category:

The Applicant must select one (1) of the following Development Categories applicable to the proposed Development and provide the required information:

- New Construction (where 50% or more of the units are new construction)
- Rehabilitation (where less than 50% of the units are new construction)
- Acquisition and Rehabilitation (acquisition and less than 50% of the units are new construction)
- Redevelopment (where 50% or more of the units are new construction)
- Acquisition and Redevelopment (acquisition and 50% or more of the units are new construction)

In order to determine the proposed Development’s eligibility for the selected Development Category and its Rental Assistance (RA) Level classification (calculated as outlined in (2) below), the documentation outlined in (1)(a) or (1)(b) below must be provided.



(a) If New Construction, Rehabilitation, or Acquisition and Rehabilitation is selected at question 5.c.(1) of Exhibit A:

(i) In order to be classified as an RA Level other than RA Level 6, the Applicant must provide, as **Attachment 7** to Exhibit A, a letter from a designated administrator of a federal program that provides long-term rental assistance. The rental assistance provided must be tied to the proposed Development and its units and be for a minimum of 20 years from the date the Development's units are placed in service\*. The letter must include the following information and be dated within 12 months of the Application Deadline:

- Name of the proposed Development;
- Address of the proposed Development;
- Total number of units that will receive PBRA, ACC, and/or other form of federal long-term rental assistance if the proposed Development is funded;
- The federal program associated with the rental assistance; and
- A statement that the committed rental assistance will be reserved and available for use by the proposed Development by the time the units are placed in service and committed for a minimum of 20 years upon the units being placed in service\*.

\*This may be subject to congressional appropriation and continuation of the rental assistance program. For developments documenting the commitment of RD rental assistance, the minimum 20-year commitment term from the date the Development's units are placed in service is not applicable.

If the referenced letter is not provided, or if it is provided but it does not meet the criteria outlined above, the proposed Development will automatically be deemed to be RA Level 6.

(ii) If the proposed Development will be Rehabilitation (the Applicant selected the Rehabilitation or Acquisition and Rehabilitation Development Category at question 5.c.(1) of Exhibit A):

(A) The Applicant must indicate at question 5.c.(2)(a) of Exhibit A the estimated qualified basis in Rehabilitation expenses per set aside unit within one 24-month period for the building(s) being rehabilitated. This amount must be at least \$25,000 per set-aside unit as outlined in Rule 67-48.0075, F.A.C.; and

(B) The Applicant must indicate at question 5.c.(2)(b) of Exhibit A whether the existing building(s) to be rehabilitated was originally built in 1995 or earlier, the existing building(s) was either originally financed or is currently financed through one or more of the following HUD or RD programs: sections 202, 236, 514, 515, 516, 811, or either has PBRA or is public housing assisted through ACC, and the proposed Development did not close on funding from HUD or RD after 1995 where the budget was at least \$10,000 per unit for rehabilitation in any year.

Rehabilitation Applications (with or without Acquisition) that reflect an answer of "No" at question 5.c.(2)(b) of Exhibit A, as well as New Construction and Redevelopment (with or without Acquisition) Applications, will be eligible to be considered for the Development Category Funding Preference outlined in Section Four B of the RFA.

- (b) If Redevelopment or Acquisition and Redevelopment is selected at question 5.c.(1) of Exhibit A:

In order to qualify for the selected Development Category and determine the Development's RA Level classification, the following criteria must be met:

- (i) The Development must meet the definition of Redevelopment; and
- (ii) The Applicant must provide, as **Attachment 7** to Exhibit A, a letter from HUD or RD, dated within 12 months of the Application Deadline, which includes the following information:
  - Name of the Development\*;
  - Address of the Development;
  - Year built;
  - Total number of units that will receive PBRA and/or ACC if the proposed Development is funded;
  - Total number of units that currently have or are receiving PBRA and/or ACC. If none, the total number of units that originally received PBRA; and
  - The HUD or RD program currently associated with the existing development. If none, the HUD or RD program originally associated with the existing development.

\*For purposes of this provision, the Name of the Development may be the name at the time of the PBRA and/or ACC award.

If the Application does not qualify for the Development Category of Redevelopment or Acquisition and Redevelopment, the Application will not be eligible to be considered for funding under this RFA.

If the proposed Development consists of acquisition and rehabilitation, with or without new construction (where the applicable new construction is for the building of units which will total less than 50 percent of the proposed Development's total unit count), and the Applicant is not requesting Corporation funding related to the acquisition, the Applicant should select Rehabilitation as the Development Category. However, the acquisition costs and sources must still be reflected on the Development Cost pro forma.

- (2) Rental Assistance (RA) Level Classification:

Part of the criteria for a proposed Development that qualifies as a Limited Development Area (LDA) Development to be eligible for funding is based on meeting a minimum RA Level, as outlined at Section Four A.7.c. of the RFA.

The total number of units that will receive rental assistance (i.e., PBRA and/or ACC and, in the case of New Construction and Rehabilitation, other forms of federal long-term rental assistance), as stated in the Development Category qualification letter, will be considered to be the proposed Development's RA units and will be the basis of the Applicant's RA Level Classification. The Corporation will divide the RA units stated in the Development Category qualification letter by the total units stated by the Applicant at question 5.e. of Exhibit A, resulting in a Percentage of Total Units that are RA units. Using the Rental Assistance Level Classification Chart below, the Corporation will determine the RA Level associated with both the Percentage of Total Units and the RA

units. The best rating of these two (2) levels will be assigned as the Application’s RA Level Classification.

| <b>Rental Assistance Level Classification Chart</b> |   |    |   |
|---|---|----|---|
| <b>Rental Assistance Level</b>                      | <b>Percentage of Total Units with Rental Assistance</b>                   |    | <b>Number of RA Units</b>   |
| Level 1   | All units receive rental assistance (with the exception of up to 2 units) | or | At least 100 units and greater than 50% of the total units                            |
| Level 2   | Greater than 90.00%   | or | Greater than 90 units but less than 100 units and greater than 50% of the total units |
| Level 3   | Greater than 75.00%, equal to or less than 90.00%                         | or | Greater than 75 units but less than 90 units and greater than 50% of the total units  |
| Level 4   | Greater than 50.00%, equal to or less than 75.00%                         |    | N/A   |
| Level 5   | Greater than 10.00%, equal to or less than 50.00%                         |    | N/A   |
| Level 6*  | 10.00% or less of the total units receive rental assistance               |    | N/A   |

\*Applications will be classified RA Level 6 if 10.00% or less of the total units receive rental assistance or if the Applicant fails to meet the criteria outlined above.

(3) Concrete Construction:

For purposes of this RFA, in order for a proposed Development to be considered to be concrete construction the proposed Development must meet the following specifications: (i) new construction buildings must have the following poured concrete or concrete masonry elements or load bearing masonry elements, as verified by a capital needs assessment: all exterior walls and structural elements, not to include roofs; and structural elements at and under the ground floor, as well as the ground floor itself; (ii) existing buildings proposed for rehabilitation must have, as of Application Deadline, the elements outlined in (i) above and the rehabilitation work must include these elements; or (iii) new construction buildings with the Mid-Rise Development Type (4, 5 or 6 story, as selected by the Applicant at question 5.d. of Exhibit A) that utilize a concrete podium structure under the rental living units. These qualifying criteria specifically exclude face brick or brick veneer from qualifying as concrete construction for purposes of this RFA without the benefit of the qualifying material in (i) being utilized in the manner prescribed in (i).

Indicate whether the proposed Development meets the requirements to be considered to be concrete construction. For purposes of this RFA, the Corporation will only consider an Application to be concrete construction if the answer to question 5.c.(3) of Exhibit A is “Yes.”

d. The Applicant must select the Development Type for the proposed Development. For purposes of determining the number of stories, each floor in the building(s) should be counted regardless of whether it will consist of retail, parking, or residential. For mixed-type Developments, indicate the type that will comprise the majority of the units in the Development.

- Garden Apartments (a building comprised of 1, 2, or 3 stories, with or without an elevator)
- Townhouses
- Duplexes
- Quadraplexes
- Mid-Rise, 4-stories (a building comprised of 4 stories and each residential building must have at least one elevator)

- Mid-Rise, 5 to 6-stories (a building comprised of 5 or 6 stories and each residential building must have at least one elevator)
- High Rise (a building comprised of 7 or more stories and each residential building must have at least one elevator)

e. Number of Units in Proposed Development:

- (1) The Applicant must state the total number of units.

Note: The proposed Development must consist of a minimum of 50 total units. Proposed Developments consisting of 75 or more total units will be eligible for the 75 or More Total Unit Funding Preference (outlined at Section Four B.2. of the RFA). If the Elderly Demographic Commitment (ALF or Non-ALF) is selected at question 2.b. of Exhibit A, the proposed Development cannot exceed the maximum total number of units outlined in Item 1 of Exhibit C of the RFA.

- (2) The Applicant must indicate whether the proposed Development consists of (a) 100% new construction units, (b) 100% rehabilitation units, or (c) a combination of new construction units and rehabilitation units, and state the quantity of each type.
- (3) The Applicant must indicate the occupancy status of any existing units at question 5.e.(3) of Exhibit A.

Developments that are tentatively funded will be required to provide to the Credit Underwriter a plan for relocation of existing tenants, as outlined in Item 2.b.(6) of the Applicant Certification and Acknowledgement form. The plan shall provide information regarding the relocation site; accommodations relevant to the needs of the residents and length of time residents will be displaced; moving and storage of the contents of a resident's dwelling unit; as well as the approach to inform and prepare the residents for the rehabilitation activities.

f. Ability to Proceed:

The Applicant must demonstrate the following Ability to Proceed elements as of Application Deadline, as outlined below. The Florida Housing Ability to Proceed Verification forms (Form Rev. 11-14) are provided in Exhibit B of this RFA and on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/RelatedForms/> (also accessible by clicking [here](#)). Note: If the Applicant provides any prior version of the Florida Housing Ability to Proceed Verification form(s), the form(s) will not be considered.

- (1) Status of Site Plan/Plat Approval. The Applicant must demonstrate the status of site plan or plat approval as of the Application Deadline by providing, as **Attachment 8** to Exhibit A, the applicable properly completed and executed verification form:
- (a) The Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (Form Rev. 11-14); or
  - (b) The Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Residential Rental Developments form (Form Rev. 11-14).
- (2) Appropriate Zoning. The Applicant must demonstrate that as of the Application Deadline the proposed Development site is appropriately zoned and consistent with local land use regulations regarding density and intended use or that the proposed

Development site is legally non-conforming by providing, as **Attachment 9** to Exhibit A, the applicable properly completed and executed verification form:

- (a) The Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 11-14); or
  - (b) The Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form (Form Rev. 11-14).
- (3) Availability of Electricity. The Applicant must demonstrate that as of the Application Deadline electricity is available to the proposed Development site by providing as **Attachment 10** to Exhibit A:
- (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 11-14); or
  - (b) A letter from the electricity service provider that is Development-specific and dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.
- (4) Availability of Water. The Applicant must demonstrate that as of the Application Deadline water is available to the proposed Development site by providing as **Attachment 11** to Exhibit A:
- (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 11-14); or
  - (b) A letter from the water service provider that is Development-specific and dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.
- (5) Availability of Sewer. The Applicant must demonstrate that as of the Application Deadline sewer capacity, package treatment or septic tank service is available to the proposed Development site by providing as **Attachment 12** to Exhibit A:
- (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 11-14); or
  - (b) A letter from the waste treatment service provider that is Development-specific and dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.
- (6) Availability of Roads. The Applicant must demonstrate that as of the Application Deadline paved roads either (i) exist and will provide access to the proposed Development site or (ii) will be constructed as part of the proposed Development by providing as **Attachment 13** to Exhibit A:

- (a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 11-14); or
- (b) A letter from the Local Government that is Development-specific and dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

**6. Proximity:**

a. Surveyor Certification Form:

(1) Applications for a proposed Development to be located within the city limits of Belle Glade or South Bay in Palm Beach County will automatically achieve the required Minimum Transit Service Score and the Minimum Total Proximity Score and receive the Maximum Total Proximity Score of 18 points without the requirement to provide the services information outlined in (2) below, provided the Applicant includes the following information as **Attachment 14** to Exhibit A:

- A letter from the City of Belle Glade or the City of South Bay, as applicable, signed by the Mayor or the City Manager/Administrator, confirming that the proposed Development site is located within the city limits of the applicable city; and
- A properly completed and executed Surveyor Certification form (Form Rev. 07-15). For purposes of this requirement, properly completed means that the form reflects the Development Name, Development Location, Development Location Point (as outlined in (3) below), and that the Certification sections of the form are completed. The Transit and Community Services sections of the form can be left blank, as this information is not required in order to achieve proximity points. The Surveyor Certification form (Form Rev. 07-15) is provided in Exhibit B of this RFA and on the Corporation’s Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/RelatedForms/> (also accessible by clicking [here](#)). Note: If the Applicant provides any prior version of the Surveyor Certification form, the form will not be considered.

(2) In order for Applications for a proposed Development located in any jurisdiction other than the City of Belle Grade or the City of South Bay to meet the Mandatory requirement and be eligible for proximity points, the Applicant must provide an acceptable Surveyor Certification form, (Form Rev. 07-15), as **Attachment 14** to Exhibit A, reflecting the information outlined below. The Surveyor Certification form (Form Rev. 07-15) is provided in Exhibit B of this RFA and on the Corporation’s Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/RelatedForms/> (also accessible by clicking [here](#)). Note: If the Applicant provides any prior version of the Surveyor Certification form, the form will not be considered.

- A Development Location Point (as outlined in (3) below); and
- Services information for the Bus or Rail Transit Service and Community Services for which the Applicant is seeking points.

(3) Development Location Point:

It is a Mandatory requirement that all Applicants identify a Development Location Point on the proposed Development site and provide the latitude and longitude coordinates

determined in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds represented to 2 decimal places. If the degrees and minutes are not stated as whole numbers and the seconds are not represented to 2 decimal places, the latitude and longitude coordinates will not be considered.

The latitude and longitude coordinates for the Development Location Point stated on the Surveyor Certification form will be plotted by the Corporation, using Street Atlas USA 2015, published by DeLorme, for the following purposes:

- (a) To verify that the stated coordinates are located within the county identified by the Applicant at question 5.b.(1) of Exhibit A;
- (b) To determine whether the proposed Development is at least the mandatory distance away from the closest Development coordinates identified on the September 21, 2015 FHFC Development Proximity List (the “Mandatory Distance Requirement”), as outlined in Section Four A.6.d. of the RFA; and
- (c) To determine whether the proposed Development qualifies as an LDA Development if it is located within a county where only a specific area(s) of the county has been designated as an LDA area, as outlined in Section Four A.7.c. of the RFA.

b. Transit and Community Services Proximity Points (**Maximum 18 Points**):

The Application may earn proximity points based on the distance between the Development Location Point and the Bus or Rail Transit Service (if Private Transportation is not selected at question 6.b. of Exhibit A) and the Community Services stated on the Surveyor Certification form.

(1) PHA or RD Proximity Point Boost:

To be eligible to receive the Proximity Point Boost, the Applicant must select either question 6.a.(1) or 6.a.(2) of Exhibit A and provide the required information. Even if the Application is eligible for both items (a) and (b) below, the Application shall only receive one 3 point boost.

(a) PHA Point Boost:

An Application that involves a site(s) with an existing Declaration of Trust between a Public Housing Authority (PHA) and HUD will qualify to receive a 3 point boost toward its proximity score if the Applicant provides a letter from the PHA dated within 12 months of the Application Deadline certifying that the site(s) where all of the units in the proposed Development will be located has an existing Declaration of Trust between the PHA and HUD. The letter must be signed by the appropriate person authorized to make such a certification and must be provided as **Attachment 14** to Exhibit A. Note: this 3 point boost cannot count toward meeting the mandatory Minimum Transit Services score outlined in (2) below.

or

(b) RD Point Boost:

An Application that involves property that is currently assisted with RD 515 funding will qualify to receive a 3 point boost toward its proximity score if the Applicant (i) selects RD 515 at question 11.b.(3) of Exhibit A and (ii) demonstrates RD 515

funding, at Attachment 18, as outlined in Section Four A.11.b.(3)(b) of the RFA. Note: this 3 point boost cannot count toward meeting the mandatory Minimum Transit Services score outlined in (2) below.

(2) Minimum and Maximum Proximity Points:

The following chart sets out the Minimum and Maximum Proximity Points that must be achieved by all Applications for proposed Developments located in all jurisdictions other than the City of Belle Glade and the City of South Bay:

- (a) The required Minimum Transit Service Score that must be achieved in order for an Application to be eligible to be considered for funding;
- (b) The required Minimum Total Proximity Score that must be achieved in order for an Application to be eligible to be considered for funding; and
- (c) The required Minimum Total Proximity Score that must be achieved in order for an Application to receive the Maximum 18 Proximity Points.

| To be Eligible to be Considered for Funding*                                 |  |  | To be Eligible to Receive the Maximum Amount of 18 Points    |
|--|--|--|--|
| Required Minimum Transit Service Score if Eligible for Proximity Point Boost | Required Minimum Transit Service Score if NOT Eligible for Proximity Point Boost | Required Minimum Total Proximity Score that Must be Achieved | Required Minimum Total Proximity Score that Must be Achieved |
| 1.5  | 2  | 10.25  | 12.25  |

\*Funding eligibility requirements are further described in Section Four B.1. of the RFA.

The Transit and Community Services are further outlined in Item 6.c. below.

c. Proximity to Transit and Community Services:

(1) Transit Services

Applicants may select one (1) of the following five (5) Transit Services on which to base the Application’s Transit Score. If the Applicant selects Private Transportation at question 6.b. of Exhibit A and also provides information on the Surveyor Certification form for a Bus or Rail Transit Service, or if the Applicant provides information on the Surveyor Certification form for more than one (1) Bus or Rail Transit Service or more than one (1) of any type of Bus or Rail Transit Service, the Applicant will not receive any proximity points for the Transit Service Score. (For example, Applicants are limited to selecting one Public Bus Transfer Stop, even though there may be another Public Bus Transfer Stop nearby. If the Applicant provides information for two Public Bus Transfer Stops, the Applicant will not receive any proximity points for either of the Public Bus Transfer Stops.)

The eligible Transit Services are defined below:

(a) Private Transportation (2 Points)

This service may be selected only if the Applicant selected the Elderly Demographic Commitment (ALF or Non-ALF) at question 2.b. of Exhibit A. For purposes of



proximity points, the Applicant or its Management Company must provide, at no cost to the residents, transportation to non-emergency medical appointments such as therapy, chemotherapy, dentistry, hearing, dialysis, prescription pick-ups, testing and x-rays, as well as shopping, public service facilities, and/or educational or social activities. The vehicle used for the residents' transportation must accommodate at least six (6) adult passengers, including the vehicle's driver and at least one wheelchair position. Access to a program such as "Dial-A-Ride" will not be acceptable for purposes of this service.

or

(b) Public Bus Stop (Maximum 2 Points)

This service may be selected by all Applicants, regardless of whether the Applicant selected the Family or Elderly (ALF or Non-ALF) Demographic Commitment at question 2 of Exhibit A. For purposes of proximity points, a Public Bus Stop means a fixed location at which passengers may access one or two routes of public transportation via buses. The Public Bus Stop must service at least one bus route with scheduled stops at least hourly during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis. Bus routes must be established or approved by a Local Government department that manages public transportation. Buses that travel between states will not be considered.

or

(c) Public Bus Transfer Stop (Maximum 6 Points)

This service may be selected by all Applicants, regardless of whether the Applicant selected the Family or Elderly (ALF or Non-ALF) Demographic Commitment at question 2 of Exhibit A. For purposes of proximity points, a Public Bus Transfer Stop means a fixed location at which passengers may access at least three routes of public transportation via buses. Each qualifying route must have a scheduled stop at the Public Bus Transfer Stop at least hourly during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis. This would include both bus stations (i.e., hubs) and bus stops with multiple routes. Bus routes must be established or approved by a Local Government department that manages public transportation. Buses that travel between states will not be considered.

or

(d) Public Bus Rapid Transit Stop (Maximum 6 Points)

This service may be selected by all Applicants, regardless of whether the Applicant selected the Family or Elderly (ALF or Non-ALF) Demographic Commitment at question 2 of Exhibit A. For purposes of proximity points, a Public Bus Rapid Transit Stop means a fixed location at which passengers may access public transportation via bus. The Public Bus Rapid Transit Stop must service at least one bus that travels at some point during the route in either a lane or corridor that is exclusively used by buses, and the Public Bus Rapid Transit Stop must service at least one route that has scheduled stops at the Public Bus Rapid Transit Stop at least

every 20 minutes during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis.

or

(e) Public Rail Station (Maximum 6 Points)

Applicants may select this service regardless of whether the Applicant selected the Family or Elderly (ALF or Non-ALF) Demographic Commitment at question 2 of Exhibit A. For purposes of proximity points, a Public Rail Station means a fixed location at which passengers may access the scheduled public rail transportation, on a year-round basis, at a TriRail Station (located in Broward County or Palm Beach County) or a SunRail Station (located in Orange County or Osceola County, which includes the following Phase 1 and Phase 2 Stations:

| County  | Phase 1 SunRail Stations   | Phase 2 SunRail Stations           |
|---------|--|------------------------------------|
| Orange  | Church Street Station<br>Florida Hospital Station<br>LYNX Central Station<br>Maitland Station<br>Orlando Amtrak/ORMC Station<br>Sand Lake Road Station<br>Winter Park/Park Ave Station | Meadow Woods Station               |
| Osceola |  | Osceola Parkway/Tupperware Station |

(2) Community Services (Maximum 4 Points for each service with a Maximum of 3 Services)

The Community Services that may be selected are based on the Applicant’s Demographic Commitment selection at question 2 of Exhibit A of the RFA, as outlined below.

Applicants are limited to one (1) of each applicable type of Community Service. If the Applicant provides information for more than one (1) of any type of Community Service, that Community Service will not be scored and the Applicant will not receive any proximity points for that Community Service. (For example, Applicants are limited to selecting one Grocery Store, even though there may be another Grocery Store nearby. If the Applicant provides information for two Grocery Stores, the Applicant will not receive any proximity points for either of the Grocery Stores.)

The eligible Community Services are defined below:

- (a) Grocery Store - This service may be selected by all Applicants, regardless of whether the Applicant selected the Family or Elderly (ALF or Non-ALF) Demographic Commitment at question 2 of Exhibit A. For purposes of proximity points, a Grocery Store means a retail food store consisting of 4,500 square feet or more of contiguous air-conditioned space available to the public, that has been issued a food permit, current and in force as of the dates outlined in the In-Service Time Frames chart in Item 6.c.(3) below, issued by the Florida Department of Agriculture and Consumer Service (FDACS) which designates the store as a Grocery Store or Supermarket within the meaning of those terms for purposes of FDACS-issued food permits.
- (b) Public School - This service may be selected only if the Applicant selected the Family Demographic Commitment at question 2.a. of Exhibit A. For purposes of proximity points, a Public School means a public elementary, middle, junior and/or high school, where the principal admission criterion is the geographic proximity to the school. This may include a charter school, if the charter school is open to

appropriately aged children in the radius area who apply, without additional requirements for admissions such as passing an entrance exam or audition, payment of fees or tuition, or demographic diversity considerations.

- (c) Medical Facility - This service may be selected by all Applicants, regardless of whether the Applicant selected the Family or Elderly (ALF or Non-ALF) Demographic Commitment at question 2 of Exhibit A. For purposes of proximity points, a Medical Facility means a medically licensed facility that (i) employs or has under contractual obligation at least one physician licensed under Chapter 458 or 459, F.S. available to treat patients by walk-in or by appointment; and (ii) provides general medical treatment to any physically sick or injured person. Facilities that specialize in treating specific classes of medical conditions or specific classes of patients, including emergency rooms affiliated with specialty or Class II hospitals and clinics affiliated with specialty or Class II hospitals, will not be accepted.
- (d) Pharmacy- This service may be selected only if the Applicant selected the Elderly Demographic Commitment (ALF or Non-ALF) at question 2.b. of Exhibit A. For purposes of proximity points, a Pharmacy means a community pharmacy operating under a valid permit issued pursuant to s. 465.018, F.S., current and in force as of the dates outlined in the In-Service Time Frames chart in Item 6.c.(3) below and open to the general public at least five (5) days per week without the requirement of a membership fee.

(3) In-Service Time Frames:

In addition to meeting the definitions outlined above, in order to be considered for proximity points in this RFA, the Bus and Rail Transit Services and the Community Services must be in existence and available for use by the general public as of the following time frames:

| Service  | Minimum Amount of time that the service must be in existence and available for use by the general public   |
|--|--|
| Bus, TriRail, and SunRail Phase 1 Transit Services   | As of the Application Deadline   |
| SunRail Phase 2 Transit Services (all acceptable coordinates outlined on the Coordinates Location Chart in (4) below and on the Surveyor Certification form)   | No time frame required   |
| Public School and Medical Facility   | As of the Application Deadline   |
| Grocery Store, if it is one of the following and meets the definition of Grocery Store at (2)(a) above: Albertson's, Aldi, Bravo Supermarkets, BJ's Wholesale Club, Costco Wholesale, Food Lion, Fresh Market, Harvey's, Milam's Markets, Piggly Wiggly, Presidente, Publix, Sam's Club, Sav - A - Lot, Sedano's, SuperTarget, Walmart Neighborhood Market, Walmart Supercenter, Whole Foods, Winn-Dixie | As of the Application Deadline   |
| Grocery Store, if it meets the definition of Grocery Store, but is not one of the stores identified above  | As of the Application Deadline and has been open and available for use by the general public since a date that is 6 months prior to the Application Deadline |
| Pharmacy, if it is one of the following and meets the definition of Pharmacy at (2)(d) above: Albertson's, CVS, Harvey's, Kmart, Navarro's, Piggly Wiggly, Publix, Sav - A - Lot, Target, Walgreens, Wal-Mart, Winn-Dixie  | As of the Application Deadline   |
| Pharmacy, if it meets the definition of Pharmacy, but is not one of the stores identified above  | As of the Application Deadline and has been open and available for use by the general public since a date that is 6 months prior to the Application Deadline |

(4) Required Information for the Surveyor Certification Form:

The latitude and longitude coordinates for all Bus and Rail Transit Services and all Community Services must represent a point as outlined below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds represented to 2 decimal places. If the degrees and minutes are not stated as whole numbers and the seconds are not represented to 2 decimal places, the Applicant will not be eligible for points for that service.

The following chart describes the location where the latitude and longitude coordinates must be obtained:

**Coordinates Location Chart**

| <b>Development Location Point or Service</b> | <b>Location of latitude and longitude coordinates</b>   |                                |                                       |                      |                            |                                    |                            |
|--|---|--------------------------------|---------------------------------------|----------------------|----------------------------|------------------------------------|----------------------------|
| Development Location Point                   | Coordinates must be a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.  |                                |                                       |                      |                            |                                    |                            |
| Community Services                           | Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.  |                                |                                       |                      |                            |                                    |                            |
| Bus and Rail Transit Services                | <p>For Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, TriRail Station, and SunRail Phase 1 Station, coordinates must represent the location where passengers may embark and disembark the bus or train.</p> <p>For SunRail Phase 2 Station, coordinates must represent the coordinates listed below:</p> <table border="0" data-bbox="654 1010 1349 1079"> <thead> <tr> <th data-bbox="654 1010 1040 1035"><b>Phase 2 SunRail Station</b></th> <th data-bbox="1040 1010 1349 1035"><b>Latitude/Longitude Coordinates</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="654 1035 1040 1060">Meadow Woods Station</td> <td data-bbox="1040 1035 1349 1060">N28 23 12.19 W081 22 26.59</td> </tr> <tr> <td data-bbox="654 1060 1040 1079">Osceola Parkway/Tupperware Station</td> <td data-bbox="1040 1060 1349 1079">N28 20 35.55 W081 23 24.07</td> </tr> </tbody> </table> | <b>Phase 2 SunRail Station</b> | <b>Latitude/Longitude Coordinates</b> | Meadow Woods Station | N28 23 12.19 W081 22 26.59 | Osceola Parkway/Tupperware Station | N28 20 35.55 W081 23 24.07 |
| <b>Phase 2 SunRail Station</b>               | <b>Latitude/Longitude Coordinates</b>   |                                |                                       |                      |                            |                                    |                            |
| Meadow Woods Station                         | N28 23 12.19 W081 22 26.59  |                                |                                       |                      |                            |                                    |                            |
| Osceola Parkway/Tupperware Station           | N28 20 35.55 W081 23 24.07  |                                |                                       |                      |                            |                                    |                            |

If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location.

(5) Scoring Proximity to Services (Transit and Community):

(a) Private Transportation

Applicants that selected the Elderly Demographic (ALF or Non-ALF) at question 2.b. of Exhibit A and wish to provide Private Transportation as the Transit Service must select “Yes” at question 6.b. of Exhibit A to be eligible to receive 2 points.

(b) Bus and Rail Transit Services and Community Services

The distances between the Development Location Point and each service, as certified by the Surveyor on the Surveyor Certification form, will be the basis for awarding proximity points. Failure to provide the distance for any Community Service will result in zero points for that Community Service. Failure to provide the distance for any Bus or Rail Transit Service will result in zero points for that Transit Service.

(i) Transit Service Distance Scoring Charts:

Note: Section Four A.6.b.(2) above outlines the minimum Transit Service Score requirements.

| <b>Public Bus Stop</b>   |   |
|--|---|
| Proximity of Proposed Development's Development Location Point to a Public Bus Stop stated on the Form | Number of Proximity Points Awarded for Eligible Service |
| if less than or equal to 0.20 miles  | 2.0   |
| if greater than 0.20 and less than or equal to 0.30 miles  | 1.5   |
| if greater than 0.30 miles   | 0.0   |

| <b>TriRail Station, SunRail Station, Public Bus Transfer Stop, or Public Bus Rapid Transit Stop</b>  |   |
|--|---|
| Proximity of Proposed Development's Development Location Point to a TriRail Station, a SunRail Station, a Public Bus Transfer Stop or a Public Bus Rapid Transit Stop stated on the Form | Number of Proximity Points Awarded for Eligible Service |
| if less than or equal to 0.25 miles  | 6.0   |
| if greater than 0.25 and less than or equal to 0.50 miles  | 5.5   |
| if greater than 0.50 and less than or equal to 0.75 miles  | 5.0   |
| if greater than 0.75 and less than or equal to 1.00 miles  | 4.5   |
| if greater than 1.00 and less than or equal to 1.25 miles  | 4.0   |
| if greater than 1.25 and less than or equal to 1.50 miles  | 3.5   |
| if greater than 1.50 and less than or equal to 1.75 miles  | 3.0   |
| if greater than 1.75 and less than or equal to 2.00 miles  | 2.5   |
| if greater than 2.00 miles   | 0.0   |

(ii) Community Services Scoring Charts:

| <b>Grocery Store, Medical Facility and Pharmacy</b>  |   |
|--|---|
| Proximity of Proposed Development's Development Location Point to an eligible Grocery Store, Medical Facility, and Pharmacy stated on the Form | Number of Proximity Points Awarded for Eligible Service |
| if less than or equal to 0.25 miles  | 4.0   |
| if greater than 0.25 and less than or equal to 0.50 miles  | 3.5   |
| if greater than 0.50 and less than or equal to 0.75 miles  | 3.0   |
| if greater than 0.75 and less than or equal to 1.00 miles  | 2.5   |
| if greater than 1.00 and less than or equal to 1.25 miles  | 2.0   |
| if greater than 1.25 and less than or equal to 1.50 miles  | 1.5   |
| if greater than 1.50 and less than or equal to 1.75 miles  | 1.0   |
| if greater than 1.75 and less than or equal to 2.00 miles  | 0.5   |
| If greater than 2.00 miles   | 0.0   |

| <b>Public School</b>   |   |
|--|---|
| Proximity of Proposed Development's Development Location Point to an eligible Public School stated on the Form | Number of Proximity Points Awarded for Eligible Service |
| if less than or equal to 0.50 miles  | 4.0   |
| if greater than 0.50 and less than or equal to 1.00 miles  | 3.0   |
| if greater than 1.00 and less than or equal to 1.50 miles  | 2.0   |
| if greater than 1.50 and less than or equal to 2.00 miles  | 1.0   |
| if greater than 2.00 miles   | 0   |

d. Mandatory Distance Requirement:

To be eligible to be considered for funding, Applications must qualify for the Mandatory Distance Requirement. Applications may qualify automatically (as outlined in (1) below). Applications that are not eligible for the automatic qualification will only qualify if the distance between the Development Location Point and other properties identified on the September 21, 2015 FHFC Development Proximity List (the List) serving the same demographic group as the proposed Development meets the Mandatory Distance Requirements outlined in (2) below. The List is available on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/OtherInformation/> (also accessible by clicking [here](#)). Applications that do not qualify for

the Mandatory Distance Requirement under (1) or (2) below will not be eligible to be considered for funding.

(1) Applications Eligible for the Automatic qualification for the Mandatory Distance Requirement:

To automatically qualify for the Mandatory Distance Requirement, the proposed Development must meet the criteria outlined in question 6.c.(1)(a), 6.c.(1)(b), or 6.c.(1)(c) of Exhibit A and the Applicant must indicate which one applies. If the Applicant does not make a selection, the proposed Development must meet the criteria outlined in (2) below.

(2) Applications Not Eligible for the Automatic qualification for the Mandatory Distance Requirement:

The Applicant must determine whether the Application meets the qualifications of the Mandatory Distance Requirement based on whether the Development Location Point meets the criteria for the applicable distance from a Development on the List serving the same demographic group (as outlined in (e) below). To make such determination, the Applicant, using Street Atlas USA 2015, published by DeLorme, should follow the steps outlined below. For purposes of this provision, same demographic refers to Family demographic, Elderly Non-ALF demographic, and Elderly ALF demographic.

- (a) Select the “Advanced” search button on the “Find” tab, to the right of the “Advanced” button select “Latitude/ Longitude” from the drop down menu under “Find:”, check the “MapTags” box, enter the latitude and longitude coordinates for the Development Location Point in the appropriate blanks to the right and then click the “Search” button. A “MapTag” with the entered coordinates will then appear in the appropriate location.
- (b) For each Development on the List that serves the same demographic group as the proposed Development which is in proximity to the proposed Development’s Development Location Point, repeat the steps stated above to display MapTags for the Development(s). For those Developments on the List that have more than one set of latitude and longitude coordinates, the Corporation will use the coordinates that represent the closest location to the proposed Development Location Point.
- (c) Select the “Draw” tab. Under “Tools”, select the circle or, if there is no circle, click and hold the left mouse button and this will provide several shape options, one of which is a circle. To the right, use the thinnest line possible, select “None” as the fill color for the circle and choose a color such as black for the outline. Enter the latitude and longitude coordinates for the proposed Development’s Development Location Point in the space provided, and then enter, as appropriate, 0.5, 1.0, 2.0 or 5.0 miles for the radius. Upon selecting the “Apply” button, the software will draw a circle, with the radius entered, around the Development Location Point.
- (d) If the tip of any of the MapTags entered for the Developments on the List are within the drawn circle or, when the map is zoomed in as far as possible, if the tip of any of the entered MapTags appears to the naked eye to be on the drawn line of the circle, the Applicant can conclude that the Development Location Point is within the distance entered for the radius of the circle of a Development from the List. The tip of a MapTag is the point of the MapTag that denotes the actual location of what the MapTag represents.

- (e) For purposes of the following, a proposed Development qualifies as an LDA Development if it meets the provisions described in Section Four A.7.c. of the RFA.

Applications will qualify for the Mandatory Distance Requirement by meeting the following:

- (i) Broward County Applications will qualify for the Mandatory Distance Requirement if the distance of the proposed Development to Developments on the List is greater than 0.5 miles.
- (ii) Duval County, Hillsborough County, Orange County, Palm Beach County, and Pinellas County Applications will qualify for the Mandatory Distance Requirement by meeting the following:
- If the distance of the proposed Development to Developments on the List is greater than 5.0 miles if the proposed Development qualifies as an LDA Development; or
  - If the distance of the proposed Development to Developments on the List which consist of 31 total units or more is greater than 2.0 miles if the proposed Development does not qualify as an LDA Development; or
  - If the distance of the proposed Development to Developments on the List which consist of 30 total units or less is greater than 1.0 miles if the proposed Development does not qualify as an LDA Development.

If the location of the proposed Development is such that both the 2.0 miles criteria and the 1.0 miles criteria would apply, the more restrictive 1.0 miles criteria will be used to evaluate the Application.

An Applicant may disregard any Development(s) on the List if the proposed Development and any Development(s) on the List have one or more of the same Financial Beneficiaries and meet at least one (1) of the following criteria: (i) they are contiguous or are divided by a street, and/or (ii) they are divided by a prior phase of the proposed Development. If this provision applies to the proposed Development, the Applicant must identify (at question 6.c.(2) of Exhibit A) the Development(s) on the List that it wishes to disregard.

## **7. Set-Aside Commitments:**

- a. Minimum Set-Aside per Section 42 of the IRC:

The Applicant must elect one of the following minimum set-aside commitments:

- 20% of the units at 50% or less of the Area Median Income (AMI)
- 40% of the units at 60% or less of the AMI
- Deep rent skewing option as defined in Section 42 of the IRC, as amended

Note: Choosing the 20 percent at 50 percent AMI or less minimum set-aside will restrict ALL set-aside units at 50 percent or less of the AMI. Applicants may choose the 40 percent at 60 percent AMI or less minimum set-aside without committing to set aside any of the units at the 60 percent AMI level. For example, an Applicant may commit to set aside 40 percent at 50 percent AMI and this would also be considered 40 percent at 60 percent AMI or less.



b. Set-Aside Commitments per Corporation Requirements:

The Corporation has set-aside requirements beyond those required by Section 42 of the IRC which must be reflected on the Total Set-Aside Breakdown Chart at question 7.b. of Exhibit A, as outlined below:

(1) Total Income Set-Aside Commitment:

- (a) If the proposed Development has a Demographic Commitment of Family or Elderly Non-ALF (at question 2.a. or 2.b.(2) of Exhibit A), the Applicant must set aside a total of at least 80 percent of the Development's total units at 60 percent AMI or less; or
- (b) If the proposed Development has a Demographic Commitment of Elderly ALF (at question 2.b.(1) of Exhibit A), the Applicant must set aside a total of at least 50 percent of the Development's total units at 60 percent AMI or less.

(2) ELI Set-Aside Requirements:

For purposes of the following, the requirement to set aside units for ELI Households refers to the ELI AMI level for the county where the proposed Development is located. The ELI County Chart is set out in Item 7 of Exhibit C of the RFA.

(a) Required Minimum ELI Set-Aside Commitments:

- (i) If the proposed Development does not qualify as an LDA Development, the Applicant must set aside 10 percent of the total units as ELI Set-Aside units; or
- (ii) If the proposed Development qualifies as an LDA Development (as outlined in Item c.(1) below) and meets all of the applicable LDA Development Conditions outlined in Item c.(2) below, the Applicant must set aside 30 percent of the total units as ELI Set-Aside units.

If the Set-Aside Breakdown Chart reflects more than the applicable required percentage of the total units at the ELI AMI level for the county where the proposed Development is located, during the credit underwriting process the Credit Underwriter will determine whether the Applicant's ELI Set-Aside unit commitment will need to be reduced by increasing the set aside units at AMI level(s) above the ELI level. Any such reduction in the ELI Set-Aside units would be no lower than the applicable required percentage.

(b) Required ELI Units for Persons with a Disabling Condition:

For proposed Developments with the Demographic Commitment of Family or Elderly Non-ALF (at question 2.a. or 2.b.(2) of Exhibit A), a portion of the ELI Set-Aside units must be set aside for Persons with a Disabling Condition, as outlined below:

- (i) If the proposed Development does not qualify as an LDA Development, the Applicant must set aside 50 percent of the ELI Set-Aside units for Persons with a Disabling Condition; or
- (ii) If the proposed Development qualifies as an LDA Development, (as outlined in Item c.(1) below) and meets all of the applicable LDA Development Conditions

outlined in Item c.(2) below, the Applicant must set aside 30 percent of the ELI Set-Aside units for Persons with a Disabling Condition.

To meet this commitment to set aside ELI units for Persons with a Disabling Condition, all Applicants must develop and execute a Memorandum of Understanding with at least one designated Special Needs Household Referral Agency that provides supportive services for Persons with a Disabling Condition for the county where the proposed Development will be located (the deadline for the MOU will be established in the Carryover Allocation Agreement). Developments financed with HUD Section 202 or HUD Section 811 are exempt from this requirement.

In addition, for properties that have a Housing Assistance Payment Contract and/or an Annual Contributions Contract with HUD, but are not HUD Section 202 or HUD Section 811, the Applicant shall establish an owner-adopted preference in the admission policies for the Development, allowing the Applicant to create a preference or limited preference specifically for individuals or families who are referred by a partnering service agency. The partnering service agency must be a designated Special Needs Household Referral Agency in the county where the Development is located. Following Chapter 4 of the HUD Handbook 4350.3, the Applicant is required by HUD to submit a written request to their local HUD Field Office specifying this type of preference with a full description of the preference and how it will be implemented. Such HUD approval must be demonstrated to the Corporation by the deadline established in the Carryover Allocation Agreement.

The purpose of the MOU is to establish the roles and responsibilities of the Development and Special Needs Referral Agency(ies). These include roles and responsibilities regarding the Applicant notifying the Special Needs Household Referral Agency (Agency) that a unit is available; the Agency referring Persons with a Disabling Condition to apply for the set-aside unit; and the Special Needs Household Referral Agency and its network of supportive services providers addressing the needs of the residents in the set-aside unit. At least biennially, Florida Housing shall review and evaluate the effectiveness of each party in carrying out their MOU roles and responsibilities in meeting this set-aside commitment. The Corporation may require the Applicant to terminate an MOU with a Special Needs Household Referral Agency if that partnership is not effective in meeting the intent of this set-aside commitment; and execute another MOU with a new designated Special Needs Households Referral Agency. A current list of Special Needs Household Referral Agencies for each county is published on the Corporation's Website at [www.floridahousing.org](http://www.floridahousing.org) under Special Needs Housing, Link Initiative (also accessible by clicking [here](#)).

c. Limited Development Area (LDA):

(1) A proposed Development will be designated as an LDA Development if:

- (a) It is located in a County or an area of a County that has been designated by the Corporation as an LDA area, and
- (b) The Applicant selected the applicable Demographic Commitment (Elderly or Family) that is associated with the LDA area.

Applicants should use the LDA Chart set out at Item 6 of Exhibit C of the RFA to determine whether the proposed Development qualifies as an LDA Development.

- (2) For an LDA Development to be deemed eligible for funding under this RFA it must meet all of the following LDA Development Conditions. An LDA Development that does not meet all of the following LDA Development Conditions will be ineligible to be considered for funding. The Conditions are:
  - (a) The Applicant demonstrated its commitment to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart at question 7.b. of Exhibit A;
  - (b) The proposed Development is classified as RA Level 1 or RA Level 2;
  - (c) The Percentage of Total Units that will have Rental Assistance is greater than 75 percent; and
  - (d) The proposed Development consists of a total of 250 units or less (Note: the total number of units is further restricted by the Elderly Demographic provisions (outlined in Item 1 of Exhibit C of the RFA) if the Applicant selected the Elderly Demographic Commitment at question 2.b. of Exhibit A).
- (3) If the proposed Development is located in a county where only a portion(s) of the county is included on the LDA Chart and the proposed Development's Demographic Commitment is one of the applicable Demographic Categories on the LDA Chart, the Corporation will verify whether the Development Location Point stated on the Surveyor Certification form described in Section Four A.6. of the RFA is within the boundaries of the area designated as an LDA in order to determine whether the proposed Development qualifies as an LDA Development. To make such determination, Street Atlas USA 2015, published by DeLorme, will be used. If Street Atlas USA 2015 does not recognize the Development Location Point, then the proposed Development will be deemed to be an LDA Development and must meet all of the applicable LDA Development Conditions outlined in (2) above to be eligible to be considered for funding.

d. Total Set-Aside Breakdown Chart:

The Total Set-Aside Breakdown Chart must reflect all income set-aside commitments (required set-asides and additional set-asides, including all required ELI set-asides) and the required total set-aside percentage (as further outlined below).

The Applicant must complete the Total Set-Aside Breakdown Chart at question 7.b. of Exhibit A of the RFA. The Applicant must indicate on the chart the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level. Where reasonably possible, Applicants will be required to keep the unit mix consistent across each committed AMI level.

e. Affordability Period:

The Applicant commits to set aside the units for a minimum length of 50 years, as further outlined in Item 3.m. of the Applicant Certification and Acknowledgement form. The affordability period includes the units set aside for ELI Households.

## 8. Site Control:

The Applicant must demonstrate site control by providing, as **Attachment 15** to Exhibit A, the documentation required in Items a., b., and/or c., as indicated below. If the proposed Development consists of Scattered Sites, site control must be demonstrated for all of the Scattered Sites.

- a. Eligible Contract - For purposes of this RFA, an eligible contract is one that has a term that does not expire before May 31, 2016 or that contains extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than May 31, 2016; specifically states that the buyer's remedy for default on the part of the seller includes or is specific performance; and the buyer **MUST** be the Applicant unless an assignment of the eligible contract which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant, is provided. Any assignment must be signed by the assignor and the assignee. If the owner of the subject property is not a party to the eligible contract, all documents evidencing intermediate contracts, agreements, assignments, options, or conveyances of any kind between or among the owner, the Applicant, or other parties, must be provided, and, if a contract, must contain the following elements of an eligible contract: (i) have a term that does not expire before May 31, 2016 or contain extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than May 31, 2016, and (ii) specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance.
- b. Deed or Certificate of Title – The deed or certificate of title (in the event the property was acquired through foreclosure) must be recorded in the county in which the property is located and show the Applicant as the sole Grantee.
- c. Lease - The lease must have an unexpired term of at least 50 years from the Application Deadline and the lessee must be the Applicant. If the owner of the subject property is not a party to the lease, all documents evidencing intermediate leases, subleases, assignments, or agreements of any kind between or among the owner, the lessor, or any sublessee, assignor, assignee, and the Applicant, or other parties, must be provided, and if a lease, must have an unexpired term of at least 50 years from the Application Deadline. Any assignment must be signed by the assignor and the assignee.

## 9. Construction Features and Resident Programs:

- a. Construction Features:

The following construction features commitments apply to all units in the proposed Development and are in addition to the required construction features outlined in Item 4 of Exhibit C of the RFA.

- (1) If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation (at question 5.c.(1) of Exhibit A), Green Building Features must be provided. It is a Mandatory requirement that the Applicant select enough features at question 9.a.(1) of Exhibit A so that the total point value of the features selected equals at least 10. Failure of the Applicant to select at least 10 points worth of the features at question 9.a.(1) of Exhibit A will result in the Application failing to meet this Mandatory requirement.

The features which may be selected are as follows:

- Programmable thermostat in each unit (2 points)
- Humidistat in each unit (2 points)
- Water Sense certified dual flush toilets in all bathrooms (2 points)
- Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
- Energy Star qualified roof coating (2 points) \*
- Energy Star qualified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) \*
- Eco-friendly cabinets – formaldehyde free and material must be certified by the Forest Stewardship Council or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)
- Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)
- High Efficiency HVAC with SEER of at least 16 (2 points) \*\*
- Energy efficient windows in each unit (3 points)
  - For all Development Types except Mid-Rise and High Rise: Energy Star rating for all windows in each unit;
  - For Development Types of Mid-Rise and High Rise:
    - U-Factor of 0.50 or less and a SHHGC of 0.25 or less where the fenestration is fixed; and
    - U-Factor of 0.65 or less and a SHHGC of 0.25 or less where the fenestration is operable (i.e., the window opens)
- Florida Yards and Neighborhoods certification on all landscaping (2 points)
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

\*Applicant may choose only one option related to Energy Star qualified roofing.

\*\*Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments in Exhibit C.

- (2) If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment (at question 5.c.(1) of Exhibit A), the Applicant must indicate its commitment to achieve one of the following Green Building Certification programs: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS). Selection of the program will be accomplished during the credit underwriting process. Failure of the Applicant to select “Yes” at question 9.a.(2) of Exhibit A will result in the Application failing to meet this Mandatory requirement.

b. Resident Programs:

The following resident programs commitments are in addition to the required resident programs outlined in Item 5 of Exhibit C of the RFA.

(1) Family Demographic Commitment:

If the Applicant selected the Family Demographic (at question 2.a. of Exhibit A), the Applicant must provide at least three (3) of the resident programs outlined below. It is a

Mandatory requirement that the Applicant select at least three (3) of the resident programs at question 9.b.(1) of Exhibit A. Applicants who fail to select the required minimum number of resident programs will not meet this Mandatory requirement. The eligible resident programs which may be selected are as follows:

- (a) After School Program for Children – This program requires the Applicant or its Management Company to provide supervised, structured, age-appropriate activities for children during after school hours, Monday through Friday. Activities must be on-site.
- (b) Literacy Training – The Applicant or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.
- (c) Employment Assistance Program – The Applicant or its Management Company must provide, at no cost to the resident, a minimum of quarterly scheduled Employment Assistance Program workshops/meetings offering employment counseling by a knowledgeable employment counselor. Such a program includes employability skills workshops providing instruction in the basic skills necessary for getting, keeping, and doing well in a job. The instruction must include, but not be limited to, the following:
  - Evaluation of current job skills;
  - Assistance in setting job goals;
  - Assistance in development of and regular review/update of individualized plan for each participating resident;
  - Resume assistance;
  - Interview preparation; and
  - Placement and follow-up services.

If the Development consists of Scattered Sites and the training is provided on site, it must be provided on the Scattered Site with the most units. If the training is not provided on-site, transportation at no cost to the resident must be provided. Electronic media, if used, must be used in conjunction with live instruction.

- (d) Family Support Coordinator – The Applicant must provide a Family Support Coordinator at no cost to the resident. The Family Support Coordinator shall assist residents in assessing needs and obtaining services, with the goal of promoting successful tenancies and helping residents achieve and maintain maximum independence and self-sufficiency. Responsibilities shall include linking residents with public and private resources in the community to provide needed assistance, develop and oversee on-site programs and activities based on the needs and interests of residents, and support residents in organizing group activities to build community and to address and solve problems such as crime and drug activity. The duties of the Family Support Coordinator shall not be performed by property management staff. The Coordinator shall be on-site and available to residents at least 20 hours per week, within the hours of 9 a.m. and 8 p.m. The Coordinator may be an employee of the Development or, through an agreement, an employee of a third party agency or organization that provides these services.

- (2) Elderly Non-ALF Demographic Commitment:

If the Applicant selected the Elderly Non-ALF Demographic (at question 2.b.(2) of Exhibit A), the Applicant must provide at least three (3) of the resident programs outlined below. It is a Mandatory requirement that the Applicant select at least three (3) of the resident programs at question 9.b.(2) of Exhibit A. Applicants who fail to select the required minimum number of resident programs will not meet this Mandatory requirement. The eligible resident programs which may be selected are as follows:

- (a) Literacy Training – The Applicant or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Training must be held between the hours of 8:00 a.m. and 7:00 p.m., and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.
- (b) Computer Training – The Applicant or its Management Company shall make available computer and internet training classes (basic and/or advanced level depending on the needs and requests of the residents). The training classes must be provided at least once a week, at no cost to the resident, in a dedicated space on site. Training must be held between the hours of 8:00 a.m. and 7:00 p.m., and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.
- (c) Daily Activities – The Applicant or its Management Company must provide on-site supervised, structured activities, at no cost to the resident, at least five days per week, which must be offered between the hours of 8:00 a.m. and 7:00 p.m. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.
- (d) Assistance with Light Housekeeping, Grocery Shopping and/or Laundry – The Applicant or its Management Company must provide residents with a list of qualified service providers for (i) light housekeeping, and/or (ii) grocery shopping, and/or (iii) laundry, and will coordinate, at no cost to the resident, the scheduling of services. The Developer or Management Company shall verify that the services referral information is accurate and up-to-date at least once every six (6) months.
- (e) Resident Assurance Check-In Program – The Applicant commits to provide and use an established system for checking in with each resident on a pre-determined basis not less than once per day, at no cost to the resident. Residents may opt out of this program with a written certification that they choose not to participate.

**10. Local Government Contributions (Maximum 5 Points):**

- a. Applicants Eligible for Automatic Points:

Applicants that selected and qualified for the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 5.c.(1) of Exhibit A will automatically receive the maximum 5 points without any requirement to demonstrate a Local Government contribution.

- b. Applicants Not Eligible for Automatic Points:

In order for an Applicant that selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 5.c.(1) of Exhibit A to receive points, the Applicant must provide evidence of a Local Government grant, loan, fee waiver and/or fee deferral that is effective as of the Application Deadline, is in effect at least through

June 30, 2016, and has a value whose dollar amount is equal to or greater than the amount listed on the County Contribution List (set out below) for the county in which the proposed Development will be located. Those Applications that do not have the necessary contribution values to achieve maximum points will be scored on a pro-rata basis.

As evidence of the Local Government Contribution, the Applicant must provide the properly completed and executed Local Government Verification of Contribution Form(s) (Form Rev. 01-14) as **Attachment 16** to Exhibit A. The Local Government Contribution forms (Form Rev. 01-14) are available at Exhibit B of the RFA or on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/RelatedForms/> (also accessible by clicking [here](#)). Note: If the Applicant provides any prior version of the Local Government Verification of Contribution Form(s), the form(s) will not be considered.

To qualify for points, the amount of the contribution stated on the applicable form(s) must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

The only Local Government contributions that will be considered for the purpose of scoring are:

- Monetary grants
- Loans with the exception of USDA RD funds
- A one-year or more deferral of a fee beyond the date that it is routinely due
- Waiver of fees

A loan with a forgiveness provision requiring approval of the Local Government will be treated as a loan, rather than as a grant, for scoring purposes. The "Loan" verification form should be used.

Funds administered by the Local Government, including federal funds and SHIP funds, may be included in the contribution as long as the appropriate verification form is provided. For purposes of this RFA, USDA-RD funds will NOT count as a Local Government contribution.

The contribution may not be included as an expense on the Development Cost Pro Forma nor may it be considered part of Development Cost for purposes of calculating HC basis or Developer's fee. The exception to the previous sentence is deferred Local Government fees, which may be shown on the Development Cost Pro Forma.

For a contribution consisting of a loan or deferred fee to be considered complete and eligible for points, the Local Government Verification Form must reflect both the total amount of the loan or deferred fee and the value (net present value) of the loan or deferred fee. Calculate the net present value of the payments using the discount rate of 5.61 percent.

NOTE: Neither the payment stream for the present value calculations (if contribution consists of a loan or deferred fee) nor the calculations by which the total amount of each waiver is determined (if contribution consists of a fee waiver) are required to be attached to the certification form or otherwise included in the Application in order for the certification form to be considered for points.

In order to be eligible to be considered for points as a Local Government contribution, the contribution must:



- Be in effect as of Application Deadline;
- Be effective at least through June 30, 2016;
- Be dedicated solely for the proposed Development;
- Provide a tangible economic benefit that results in a quantifiable cost reduction and must be given specifically to the proposed Development because the Development will provide affordable housing; and
- State, federal, or Local Government funds initially obtained by or derived from a Local Government qualify as a Local Governmental contribution even though the funds are directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization, provided that they otherwise meet the requirements set forth in this RFA, including those relating to the executed verification form.

Local Government contributions that are ineligible to be considered for points include:

- Contributions that are not specifically made for the benefit of affordable housing but are instead of general benefit to the area in which the Development is located;
- The fact that no impact fees or other such fees are levied by a local jurisdiction for ANY type of development does not constitute a Local Government contribution. If such fees are levied by the local jurisdiction but the nature of the proposed Development exempts it (e.g., typically, a Rehabilitation Development is not subject to impact fees), for purposes of this RFA, no Local Government contribution exists and no points will be awarded;
- The absence of interest on a loan or the absence of interest payments until a specific date does not constitute a deferral or waiver of fees;
- Local Government contributions that have not received final approval;
- A contribution from an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer;
- A contribution from a PHA;
- HOPE VI funds; and
- A contribution of any portion of the Applicant's site below market value.

To calculate the value of a Local Government below market interest rate loan:

- Calculate the net present value of the payments due to the Local Government, including any balloon payment of principal due on a non-amortizing or non-fully amortizing loan.
- Calculate the net present value of the loan payments using the discount rate.
- Subtract the net present value of the loan payments from the original loan principal amount. The remaining amount is the value of the Local Government contribution.

Example: If the discount rate is assumed to be 5.61 percent and the Local Government will provide a fully amortizing \$200,000 loan at 3 percent for 30 years with annual payments, the contribution is calculated as follows:

Calculate the annual payment of the \$200,000 amortizing loan at 3 percent (\$10,203.85).

Calculate the net present value of the stream of (\$10,203.85) annual payments over 30 years using a 5.61 percent discount rate (\$146,515.60).

Subtract the net present value amount from the original principal loan amount to arrive at the value of the contribution (\$200,000 - \$146,515.60 = \$53,484.40 contribution value).

Example: If the discount rate is assumed to be 5.61 percent and the Local Government will provide an interest only \$200,000 loan at 3 percent for 30 years with payments due annually, the contribution is calculated as follows:

Calculate the annual payment of the \$200,000 non-amortizing loan at 3 percent. Multiply the \$200,000 by 3 percent. The answer is \$6,000. As such, the loan payments for the first 29 years are \$6,000. The 30th payment is the \$6,000 interest payment plus the balloon payment of \$200,000, which is \$206,000.

Calculate the net present value of the stream of the various annual payments over 30 years using a 5.61 percent discount rate (\$125,046.78).

Subtract the net present value amount from the original principal loan amount to arrive at the value of the contribution (\$200,000.00 - \$125,046.78 = \$74,953.22 contribution value).

Example: A Development is to be located in Orange County and has achieved a Local Government contribution valued at \$37,500. The County Contribution List states that a Development to be located in Orange County must obtain contributions valued at \$75,000 to achieve 5 points. Therefore, in this example, the Development would receive 2.5 points  $((\$37,500 / \$75,000) \times 5)$ .

NOTE: Points will be rounded to two decimal places (3.345 rounded up to 3.35 and 3.3449 rounded down to 3.34).

| <b>County Contribution List</b>                           |   |
|---|---|
| <b>County in Which the Development Is to be Located</b>   | <b>Value of Contribution Required to Achieve Maximum Points</b> |
| Broward   | \$100,000   |
| Duval<br>Hillsborough<br>Orange<br>Palm Beach<br>Pinellas | \$75,000  |

c. Duval County Local Government Qualifying Financial Assistance Funding Preference:

The Corporation will give a funding preference to proposed Developments located in Duval County that reflect a high level of Local Government interest in the project via an increased amount of Local Government contributions in the form of cash loans and/or cash grants, as outlined below. To that end, the Corporation will only confer this preference to a proposed Development where a single jurisdiction (i.e., the county or a municipality) has not contributed cash loans and/or cash grants for any other proposed Development applying in this RFA in an amount sufficient to qualify for this preference. During the ranking process outlined in Section Four B of the RFA, if multiple Applications demonstrate Local

Government loans and/or grants from the same jurisdiction in an amount sufficient to qualify for this preference, then all such Applications will be deemed ineligible for this funding preference.

The total amount of permanent funding resources, in the form of cash loans and/or cash grants from Local Government sources will, for purposes of this provision, be considered to be “Qualifying Financial Assistance.” In-kind donations or any other donation of property or assets or waiver of any fees, as well as any funding from the Corporation, will not be considered Qualifying Financial Assistance. In order to be eligible to be considered Qualifying Financial Assistance, the cash loans and/or cash grants must be demonstrated via one or both of the Florida Housing Local Government Verification of Contribution forms (Form Rev. 01-14), called “Local Government Verification of Contribution – Loan” form and/or the “Local Government Verification of Contribution – Grant” form. The forms must meet the requirements outlined in 10.b. above, the qualifying funding must be reflected as a source on the Development Cost Pro Forma, and the applicable form(s) must be provided as an attachment to the Application. If the Applicant qualifies for this preference and is awarded funding under this RFA, the Applicant must provide and maintain an amount equal to or greater than the minimum qualifying amounts listed in the table below within the permanent sources of financing.

To qualify for the Duval County Local Government Qualifying Financial Assistance Funding Preference, the face amounts of any cash loans and/or cash grants shown on the aforementioned Local Government Verification of Contribution forms shall be totaled and the total of these amounts must equal or be greater than the amounts listed in the table below for the proposed Development’s Building Type.

| <b>Minimum Duval County Local Government Qualifying Financial Assistance Funding Preference Amounts</b> |   |
|---|---|
| <b>Building Type*</b>   | <b>Total Amount of Loan(s)/Grant(s)</b> |
| Garden-Wood (NC)  | \$445,000                               |
| Garden-Concrete (NC)  | \$535,000                               |
| Mid-Rise-Wood (NC)  | \$535,000                               |
| Mid-Rise-Concrete (NC)  | \$589,750                               |
| High-Rise (NC)  | \$718,000                               |
| Garden (Rehab)  | \$374,000                               |
| Non-Garden (Rehab)  | \$527,000                               |

\* For purposes of this provision (i) Concrete refers to a “Yes” answer to question 5.c.(3) of Exhibit A; (ii) NC includes Development Categories of New Construction, Redevelopment and Acquisition and Redevelopment and Rehab includes Development Categories of Rehabilitation and Acquisition and Rehabilitation, as selected by the Applicant at question 5.c.(1) of Exhibit A; and (iii) Garden includes all Development Types other than Mid-Rise and High-Rise; Non-Garden includes Development Types of Mid-Rise with Elevator (4 stories, 5 stories, or 6 stories) and High-Rise (7 or more stories); Mid-Rise includes Development Types of Mid-Rise with Elevator (4 stories, 5 stories, or 6 stories); and High-Rise includes Development Type of High Rise (7 or more stories), as selected by the Applicant at question 5.d. of Exhibit A. In the case of mixed-type Developments, the Applicant should use the Building Type that will comprise the majority of the units in the Development.

**11. Funding:**

- a. Eligible Housing Credit Request Amount:

The Applicant must state the amount of Housing Credits it is requesting.

The Eligible Housing Credit Request Amount will be the amount of Housing Credit Allocation the Applicant will tentatively be awarded should the Application be selected for funding. Such Eligible Housing Credit Request Amount will be based on the lesser of (i) the

Applicant's Housing Credit Request Amount (as provided by the Applicant in question 11.a. of Exhibit A) and (ii) the County Group Maximum Housing Credit Request Limit (as outlined in (3) below). Any Housing Credit equity proposal provided as an attachment to the RFA must reflect the Eligible Housing Credit Request Amount, as further described in Item 11.d.(2)(a) below.

In order for the Applicant's Housing Credit Request Amount to be eligible to be greater than the limits indicated in Column A of the chart set out at (3) below, the proposed Development must qualify for the HUD High Cost Area (HCA) 30 percent boost via one of the three options outlined in (1)(a), (1)(b), or (2) below. If the Applicant intends to qualify for this higher Housing Credit Request Amount limit, it must complete the applicable questions at 11.a.(1) and (2) of Exhibit A.

(1) With regard to Housing Credits, HUD provides regulatory guidance on the effective date of Difficult Development Area (DDA) and Qualified Census Tract (QCT) lists for the purpose of determining whether a Development qualifies for an increase in eligible basis in accordance with Section 42(d)(5)(B) of the IRC.

(a) DDA –

In order to be classified as a Development located in a DDA for purposes of this RFA, as of the Application Deadline the proposed Development must be located in a HUD-designated DDA.

If located in a HUD-designated DDA, provide the requested information at question 11.a.(1)(a) of Exhibit A.

(b) QCT –

If the proposed Development is not located in a HUD-designated DDA (as indicated by the Applicant at question 11.a.(1)(a) of Exhibit A), in order to be classified as a Development located in a QCT for purposes of this RFA the proposed Development must be located in one of the QCTs based on the current census, as determined by HUD as of the Application Deadline, and the Applicant must provide a copy of a letter from the local planning office or census bureau verifying the Development's location in the referenced QCT as **Attachment 17** to Exhibit A.

(2) Multiphase Development –

HUD's notice published in the October 3, 2014 edition of the Federal Register ([http://www.huduser.org/portal/Datasets/QCT/DDA2015\\_Notice.pdf](http://www.huduser.org/portal/Datasets/QCT/DDA2015_Notice.pdf)) governs the eligibility for a Housing Credit boost for the Development proposed in this RFA.

If the multiphase provision applies to the proposed Development, the Applicant must:

(a) Select question 11.a.(2)(a) of Exhibit A if the proposed Development is the first phase of a multiphase Development. As outlined in Item 2.b.(9) of the Applicant Certification and Acknowledgement form, during the credit underwriting process the Applicant will be required to submit to the Corporation an attorney opinion letter describing the subsequent phases, as required by the Federal Register.

or

- (b) Select question 11.a.(2)(b) of Exhibit A if the proposed Development is a subsequent phase of a multiphase Development. As outlined in Item 2.b.(9) of the Applicant Certification and Acknowledgement form, during the credit underwriting process the Applicant will be required to submit to the Corporation an attorney opinion letter which, among other things, identifies the Application in which the first phase was declared, and includes information on the subsequent phase(s) illustrating that the proposed Development is eligible for the HC boost.

For purposes of this RFA, a subsequent phase of a multiphase Development is one where the initial phase was appropriately identified as such in an Application awarded funding under one (1) of the following: (i) the 2011 Universal Application Cycle, (ii) a 2013 Housing Credit Request for Proposal or RFA, (iii) a 2014 Housing Credit RFA, or (iv) a Non-Competitive Housing Credit Application (i.e., a Non-Competitive Housing Credit allocation awarded within the 365 day period following the date the competitive Bond application was deemed complete by the Bond-issuing agency for which the Non-Competitive Housing Credit allocation was awarded, provided the 365 day period did not end prior to the Application Deadline for this RFA). After the initial award, the Applicant must have submitted an Application for Housing Credits in immediately consecutive years, per the HUD requirements.

During credit underwriting, if it is determined that the proposed Development does not meet the criteria to be a subsequent phase of a multiphase Development, the Applicant’s Competitive Housing Credit award will be rescinded.

(3) Maximum Housing Credit Request Amount:

The Applicant must state the amount of Housing Credits it is requesting at question 11.a. of Exhibit A (“Applicant’s Housing Credit Request Amount”). The Applicant’s Housing Credit Request Amount cannot exceed the applicable County Group amount stated in the following chart:

County Maximum Housing Credit Request Limits

| County Where Proposed Development is Located | Column A  | Column B   |
|--|---|--|
|  | If Development is not located in a DDA or if the Application does not meet the RFA requirements to qualify as a QCT | HCA Bonus – If Development is located in a DDA; and/or if the Application meets the RFA requirements to qualify as QCT |
| Broward                                      | \$1,970,000   | \$2,561,000  |
| Hillsborough<br>Orange<br>Palm Beach         | \$1,625,000   | \$2,110,000  |
| Duval<br>Pinellas                            | \$1,276,000   | \$1,660,000  |

If the Applicant states an amount that is greater than the amount the Applicant is eligible to request relative to the above chart, the Corporation will reduce the amount down to the maximum amount the Applicant is eligible to request as provided in the chart above.

The amount resulting from the lesser of the Applicant’s Housing Credit Request Amount (as stated at question 11.a. of Exhibit A) and the adjustment described above, if any, will be deemed to be the Applicant’s Eligible Housing Credit Request Amount.

b. Other Funding:

- (1) If the Development has received funding from the Predevelopment Loan Program (PLP), the Corporation file number and amount of funding must be listed. Note: PLP funding

cannot be used as a source of financing on the Construction/Rehab Analysis or the Permanent Analysis.

- (2) The Applicant must list any other Corporation funding that is intended to be utilized as a source of financing for the proposed Development.
  - (3) If the proposed Development will be assisted with funding under the United States Department of Agriculture RD 515 Program and/or RD 538 Program, the following information must be provided:
    - (a) Indicate the applicable RD Program(s) at question 11.b.(3) of Exhibit A.
    - (b) For a proposed Development that is assisted with funding from RD 515 and to qualify for the RD Proximity Point Boost (outlined in Section Four A.6.b. of the RFA) the Applicant must:
      - (i) Include the funding amount at the USDA RD 515 Financing line item on the Development Cost Pro Forma (Construction/Rehab Analysis and/or Permanent Analysis), and
      - (ii) Provide a letter from RD, dated within six (6) months of the Application Deadline, as **Attachment 18** to Exhibit A, confirming the funding source as outlined below:
        - (A) For proposed Developments with the Development Category (at question 5.c.(1) of Exhibit A) of Rehabilitation or Redevelopment (either one with or without Acquisition), the RD letter must include the following information:
          - Name of existing development;
          - Name of proposed Development;
          - Current RD Loan balance;
          - Acknowledgment that property is applying for Housing Credits; and
          - Acknowledgment that property will remain in the USDA/RD 515 loan portfolio.
        - (B) For proposed Developments with the Development Category (at question 5.c.(1) of Exhibit A) of New Construction, the RD letter must include the following information:
          - Name of Proposed Development;
          - Name of Applicant as borrower or direct recipient;
          - RD Loan amount; and
          - Acknowledgment that property is applying for Housing Credits.
- The letter outlined above will not qualify for purposes of the RD Proximity Point Boost (outlined in Section Four A.6.b.(1)(b) of the RFA). If the proposed Development will include the acquisition of an existing development which is currently assisted with funding from RD 515 and will remain in the USDA/RD 515 loan portfolio, but has a Development Category of New Construction and is seeking the RD proximity Point Boost, the Applicant must provide the letter outlined in (ii)(A) above.
- (c) If the proposed Development will be assisted with funding under the RD 538 Program, the Applicant must:

- (i) Include the funding amount at the USDA RD 538 Financing line item on the Development Cost Pro Forma (Construction/Rehab Analysis and/or Permanent Analysis); and
- (ii) Provide the letter sent to the Applicant by an RD 538 approved lender certifying that the lender is prepared to make a loan consistent with the program requirements through the Section 538 Guaranteed Rural Rental Housing (“538”) Loan Program as **Attachment 18** to Exhibit A. The U.S. Department of Agriculture, Rural Development (RD), list of Section 538 Guaranteed Rural Rental Housing approved lenders is available by clicking [here](#).

As outlined in Item 3.u. of the Applicant Certification and Acknowledgement form, the Section 538 Selection letter must be provided during credit underwriting.

c. Finance Documents:

All Applicants must complete the Development Cost Pro Forma listing the anticipated expenses or uses, the Detail/Explanation Sheet, if applicable, and the Construction or Rehab Analysis and Permanent Analysis listing the anticipated sources. The sources must equal or exceed the uses. During the scoring process, if a funding source is not considered and/or if the Applicant’s HC Request Amount is adjusted downward, as outlined in a. above, this may result in a funding shortfall. If the Applicant has a funding shortfall, it will be ineligible to be considered for funding.

The Development Cost Pro Forma must include all anticipated costs of the Development construction, rehabilitation and, if applicable, acquisition, including the Developer fee and General Contractor fee, as outlined below. Any amounts that are not an anticipated cost to the Development, such as waived or reimbursed fees or charges, cannot be included in the Development Cost Pro Forma. Note: deferred Developer fees are not considered “waived fees.”

In addition, the Development Cost Pro Forma must include all anticipated sources of funding, including the funding outlined below, as well as any Non-Corporation Funding as outlined in d. below.

(1) Developer Fee:

The Developer fee shall be limited to 16 percent of Development Cost. The maximum allowable Developer fee will be tested during the scoring of the Application by multiplying the Development Cost by 16 percent, carried to 2 decimal places, and may not be rounded.

The Corporation will allow up to 100 percent of the eligible Developer fee to be deferred and used as a source on the Development Cost Pro Forma without the requirement to show evidence of ability to fund.

(2) General Contractor Fee

General Contractor fee shall be limited to 14 percent of actual construction cost. The maximum allowable General Contractor fee will be tested during the scoring of the Application by multiplying the actual construction cost by 14 percent, carried to 2 decimal places, and may not be rounded.

(3) Contingency Reserves:

For Application purposes, the maximum hard and soft cost contingencies allowed cannot exceed (i) 5 percent of hard and soft costs for Development Categories of New Construction, Redevelopment, or Acquisition/Redevelopment or (ii) 15 percent of hard costs and 5 percent of soft costs for Development Categories of Rehabilitation or Acquisition and Rehabilitation, as further described in Rule Chapter 67-48, F.A.C. The determination of the contingency reserve is limited to the maximum stated percentage of total actual construction costs (hard costs) and general development costs (soft costs), as applicable.

(4) Operating Deficit Reserves:

An operating deficit reserve is not to be included as part of Development Costs and cannot be used in determining the maximum Developer fee. The maximum allowable operating deficit reserve or any reserves other than contingency reserves, as provided above, that are permitted in the Application is zero. An operating deficit reserve, if necessary, will be permitted and sized in credit underwriting and may be different than the Application limit. Operating deficit reserves include, but are not limited to, operating reserves, debt service reserves, lease-up reserves, rent-re-stabilization reserves, and any pre-funded capital (replacement) reserves.

Developer fee and General Contractor fee must be disclosed. In the event the Developer fee and/or General Contractor fee are/is not disclosed on the Development Cost Pro Forma, the Corporation will assume that these fees will be the maximum allowable and will add the maximum amount(s) to Total Development Cost. If an Applicant lists a Developer fee, General Contractor fee, contingency reserve, or operating deficit reserve that exceeds the stated Application limits, the Corporation will adjust the fee to the maximum allowable.

d. Non-Corporation Funding Proposals:

In order for funding, other than deferred Developer fee, to be counted as a source on the Construction/Rehab and/or Permanent Analysis, the Applicant must provide documentation of all financing proposals from both the construction and the permanent lender(s), equity proposals from the syndicator, and other sources of funding. The financing proposals must state whether they are for construction financing, permanent financing, or both, and all attachments and/or exhibits referenced in the proposal must be included. Insert documentation for each source as **Attachment 19** to Exhibit A and continue with sequentially numbered attachments for each additional funding source. Evidence for each funding source must be behind its own sequentially numbered attachment.

For purposes of the Application, neither of the following will be considered a source of financing: net operating income for a Rehabilitation Development or capital contributions.

(1) Financing Proposal

Financing proposal documentation, regardless of whether the documentation is in the form of a commitment, proposal, term sheet, or letter of intent, must meet the following criteria. Evidence for each funding source must be behind its own numbered attachment.

(a) Each financing proposal shall contain:

- (i) Amount of the construction loan, if applicable;



- (ii) Amount of the permanent loan, if applicable;
- (iii) Specific reference to the Applicant as the borrower or direct recipient; and
- (iv) Signature of all parties, including acceptance by the Applicant.

Note: Eligible Local Government financial commitments can be considered without meeting the requirements of (i) through (iv) above if the Applicant provides the properly completed and executed Local Government Verification of Contribution – Grant Form and/or the Local Government Verification of Contribution – Loan Form (Form Rev. 01-14), as outlined in Section Four A.10.b. and Exhibit B of the RFA.

(b) Financing that has closed:

(i) If the financing has closed in the Applicant's name, provide a letter from the lender acknowledging that the loan has closed. The letter must also include the following information:

- Amount of the construction loan, if applicable;
- Amount of the permanent loan, if applicable; and
- Specific reference to the Applicant as the borrower/direct recipient/mortgagee.

(ii) Except for HUD and RD funding, if the financing involves an assumption of debt not currently in the Applicant's name, as evidence that the lender approves of the proposal of assumption, the Applicant must provide a letter from the lender, dated within six (6) months of the Application Deadline, that includes the following information:

- Specifically references the Applicant as the assuming party;
- If a permanent loan, states the amount to be assumed; and
- If a construction loan, states the maximum amount of funding capacity.

If the debt being assumed is provided by HUD, the Applicant must provide a letter from HUD, dated within six (6) months of the Application Deadline, confirming the funding source. The letter must include the following information:

- Name of existing development;
- Name of proposed Development;
- Loan balance;
- Acknowledgment that property is applying for Housing Credits; and
- Applicable HUD program.

If the debt being assumed is provided by RD, the Applicant is only required to provide the information described in Item 11.b.(3) above.

(c) If the financing proposal is not from a Regulated Mortgage Lender in the business of making loans or a governmental entity, evidence of ability to fund must be provided. Evidence of ability to fund includes: (i) a copy of the lender's most current audited financial statements no more than 17 months old; or (ii) if the loan has already been funded, a copy of the note and recorded mortgage. The age of all financial statements is as of the Application Deadline. In evaluating ability to fund, the Corporation will consider the entity's unrestricted current assets typically used in the

normal course of business. Assets considered restricted include, but are not limited to, pension funds, rental security deposits, and sinking funds. Financing proposals from lenders who cannot demonstrate ability to fund will not count as a source of financing. Financial statements must be included in the Application. Note: This provision does not apply to deferred Developer fee.

- (d) If a financing proposal shows an amount less than the corresponding line item on the Development Cost Pro Forma, only the financing proposal amount will be considered as a funding source. However, if a financing proposal shows an amount in excess of the corresponding line item on the Development Cost Pro Forma, up to the total amount of the financing proposal amount may be utilized as a funding source, if needed.
- (e) The loan amount may be conditioned upon an appraisal or debt service coverage ratio or any other typical due diligence required during credit underwriting.
- (f) Financing proposals may be conditioned upon the Applicant receiving the funding from the Corporation for which it is applying.
- (g) If a financing proposal has a provision for holding back funds until certain conditions are met, the amount of the hold-back will not be counted as a source of construction financing unless it can be determined that the conditions for the release of the hold-back can be met prior to or simultaneous with the closing of the Development's permanent financing.
- (h) Grant funds are contributions to the Development, other than equity, which carry no repayment provision or interest rate. A commitment for grant funds will be considered a commitment for scoring purposes if the commitment is properly executed and, if applicable, evidence of ability to fund is provided.

## (2) Housing Credit Equity Proposal

For the purpose of this RFA, to be counted as a source, an equity proposal, regardless of whether the documentation is in the form of a commitment, proposal, term sheet or letter of intent, must: (i) if syndicating/selling the Housing Credits, meet the requirements outlined in (a) below and include the information outlined in (b) below, or (ii) if not syndicating/selling the Housing Credits, meet the requirements outlined in (a) below and include the information outlined in (c) below:

- (a) If the Eligible Housing Credit Request Amount is less than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will not be considered a source of financing. However, if the Eligible Housing Credit Request Amount is greater than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will be considered a source of financing.
- (b) If syndicating/selling the Housing Credits:
  - (i) A Housing Credit equity proposal must also meet the following criteria:
    - Be executed by all parties, including the Applicant;
    - Include specific reference to the Applicant as the beneficiary of the equity proceeds;

- State the proposed amount of equity to be paid prior to construction completion;
- State the anticipated Eligible Housing Credit Request Amount;
- State the anticipated dollar amount of Housing Credit allocation to be purchased; and
- State the anticipated total amount of equity to be provided.

(ii) If the limited partnership agreement or limited liability company operating agreement has closed, the closed agreement must be provided. To be counted as a source of financing, the partnership agreement or operating agreement must meet the requirements of (i) above or the Applicant must submit separate documentation, signed by the equity provider, expressly stating any required criteria not provided in the agreement.

Note: Item 2.b.(2) of the Applicant Certification and Acknowledgement form outlines the requirement and deadline for the Applicant's confirmation that the documented equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria).

(c) If not syndicating/selling the Housing Credits, the owner's commitment to provide equity must be provided.

(i) The commitment must include the following:

- The proposed amount of equity to be paid prior to construction completion;
- The anticipated Eligible Housing Credit Request Amount;
- The anticipated dollar amount of Housing Credit allocation to be purchased; and
- The anticipated total amount of equity to be provided.

(ii) Evidence of ability to fund must be provided as an Attachment to the Application.

e. Per Unit Construction Funding Preference:

(1) The following Applications will qualify for this funding preference, as outlined in Section Four B of the RFA:

- (a) Applications with a Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment (at question 5.c.(1) of Exhibit A), and
- (b) Applications with a Development Category of Rehabilitation or Acquisition and Rehabilitation (at question 5.c.(1) of Exhibit A) that reflect an amount of at least \$32,500 per unit when the amount listed in the Total column of the Development Cost Pro Forma for the Development Cost line item A1.1 Actual Construction Cost is divided by the number of total units in the Development.

(2) The following Applications will not qualify for this funding preference:

Applications with a Development Category of Rehabilitation or Acquisition and Rehabilitation (at question 5.c.(1) of Exhibit A) that reflect an amount less than \$32,500 per unit, when the amount listed in the Total column of the Development Cost Pro Forma

for the Development Cost line item A1.1 Actual Construction Cost is divided by the number of total units in the Development.

Indicate whether the proposed development qualifies for this funding preference at question 11.e. of Exhibit A.

Except for deferred Developer fee, the Application requires complete information on all sources of Development funding and the proposed uses of those funds. All loans, grants, donations, syndication proceeds, etc., should be detailed in the Application as outlined above. The total amount of monetary funds determined to be in funding proposals must equal or exceed uses.

**Addenda:**

The Applicant may use the Addenda section of Exhibit A to provide any additional information or explanatory addendum for items in the Application. Please specify the particular Item to which the additional information or explanatory addendum applies.

**B. Funding Selection:**

1. Eligibility:

Only Applications that are eligible for funding will be considered for funding selection. Eligibility requirements include the following:

| <b>Eligibility Requirements</b>                        | <b>Described in RFA at:</b>                 |
|--|---|
| Submission Requirements                                | Section Three A and Section Five            |
| \$25,000 Letter of Credit Requirements (if applicable) | Section Three A.4. and Item 14 of Exhibit C |
| Financial Arrearage Requirements                       | Section Five                                |
| LDA Development Conditions                             | Section Four A.7.c.                         |
| Minimum Total Proximity Score                          | Section Four A.6.b.(2)                      |
| Minimum Transit Score                                  | Section Four A.6.b.(2)                      |
| Mandatory Distance Requirement                         | Section Four A.6.d.                         |
| Total Development Cost Per Unit Limitation             | Item 8 of Exhibit C                         |
| All Mandatory Items                                    | Section Five                                |

2. Application Sorting Order:

a. Duval County Applications:

All eligible Applications for proposed Developments located in Duval County will be ranked by sorting the Applications from highest score to lowest score, with any scores that are tied separated as follows:

- (1) First, by the Application’s eligibility for the Development Category Funding Preference which is outlined in Section Four A.5.c.(1)(a)(ii)(B) of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- (2) Next, by the Application’s eligibility for the Per Unit Construction Funding Preference which is outlined in Section Four A.11.e. of the RFA, (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- (3) Next, by the Application’s Leveraging Classification, applying the multipliers outlined in Item 9 of Exhibit C of the RFA (with Applications having the Classification of A listed above Applications having the Classification of B);

- (4) Next by the Application's eligibility for the Duval County Local Government Qualifying Financial Assistance Funding Preference which is outlined in Section Four A.10.c. of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
  - (5) Next, by the Application's eligibility for the 75 or More Total Unit Funding Preference, based on the total number of units stated at question 5.e.(1) of Exhibit A (with Applications that reflect 75 or more total units listed above Applications that reflect less than 75 total units);
  - (6) Next, by the Application's eligibility for the Florida Job Creation Funding Preference which is outlined in Item 10 of Exhibit C of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference); and
  - (7) Finally, by lottery number, resulting in the lowest lottery number receiving preference.
- b. All Applications Other Than Duval County Applications:

All eligible Applications for proposed Developments located in Broward County, Hillsborough County, Orange County, Palm Beach County and Pinellas County will be ranked by sorting the Applications from highest score to lowest score, with any scores that are tied separated as follows:

- (1) First, by the Application's eligibility for the Development Category Funding Preference which is outlined in Section Four A.5.c.(1)(a)(ii)(B) of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- (2) Next, by the Application's eligibility for the Per Unit Construction Funding Preference which is outlined in Section Four A.11.e. of the RFA, (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);
- (3) Next, by the Application's Leveraging Classification, applying the multipliers outlined in Item 9 of Exhibit C of the RFA (with Applications having the Classification of A listed above Applications having the Classification of B);
- (4) Next, by the Application's eligibility for the 75 or More Total Unit Funding Preference, based on the total number of units stated at question 5.e.(1) of Exhibit A (with Applications that reflect 75 or more total units listed above Applications that reflect less than 75 total units);
- (5) Next, by the Application's eligibility for the Florida Job Creation Funding Preference which is outlined in Item 10 of Exhibit C of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference); and
- (6) Finally, by lottery number, resulting in the lowest lottery number receiving preference.

3. Selection Process:

- a. The highest ranking eligible Application will be selected for funding for proposed Developments located in each of the following counties for which an eligible Application was received: Broward, Duval, Hillsborough, Orange, Palm Beach, and Pinellas. After selecting one (1) Application from Broward, Duval, Hillsborough, Orange, Palm Beach, and Pinellas Counties, no additional Applications from any of these counties will be selected for funding.

- b. If funding remains after funding the highest ranking eligible Applications as outlined in a. above, or if funding remains because there is not one (1) eligible Application for a proposed Development located in each of the six (6) counties, no further Applications will be considered for funding and any remaining funding will be distributed as approved by the Board.

4. Returned Allocation:

Funding that becomes available after the Board takes action on the Committee's recommendation(s), due to an Applicant withdrawing its Application, an Applicant declining its invitation to enter credit underwriting or the Applicant's inability to satisfy a requirement outlined in this RFA, and/or Rule Chapter 67-48, F.A.C., will be distributed in the following manner:

- a. The returned funding will be distributed to the highest ranking eligible unfunded Application located in the same county as the Development that returned the funding. If there is not enough funding available to fully fund this Application, it will be entitled to receive a Binding Commitment for the unfunded balance.
- b. If there is no eligible unfunded Application located in the same county as the Development that returned the funding, the returned funding will be distributed as approved by the Board.

## **SECTION FIVE EVALUATION PROCESS**

Committee members shall independently evaluate and score their assigned portions of the submitted Applications, consulting with non-committee Corporation staff and legal counsel as necessary and appropriate.

The Corporation will reject any competitive Application submittal and no action will be taken to score the Application if any of the following submission requirements are not met: (i) the Application is submitted online by the Application Deadline, (ii) the required number of hard copies are submitted by the Application Deadline, (iii) the Applicant's hard copy submission is contained in a sealed package, (iv) the required Application fee is submitted as of the Application Deadline, (v) the Application Withdrawal Cash Deposit or the Letter of Credit, as selected by the Applicant, is submitted as of the Application Deadline, (vi) the Applicant Certification and Acknowledgement form, containing an original signature, is included in the Application labeled "Original Hard Copy" as of the Application Deadline, or (vii) the proposed Development is not eligible to apply for funding under this RFA because it meets the criteria outlined in subsection 67-48.023(1), F.A.C., and does not meet one of the stated exceptions.

An Application will be deemed ineligible to be considered for funding if, as of close of business the day before the Committee meets to make a recommendation to the Board, there are any financial obligations for which an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer is in arrears to the Corporation or any agent or assignee of the Corporation as reflected on the most recently published Past Due Report posted to the Corporation's Website under the link Property Owners & Managers/Past Due Reports (also accessible by clicking [here](#)), but not more recently than five (5) business days prior to the date the Committee meets to make a recommendation to the Board.

The following is a summary of the Mandatory and Point items.

| <b>Mandatory Items</b>   | <b>Point Items</b>                          | <b>Maximum Points</b> |
|--|---|-----------------------|
| Demographic Commitment   | General Development Experience              | 5                     |
| Name of Applicant  | Proximity to Transit and Community Services | 18                    |
| Evidence Applicant is a legally formed entity  | Local Government Contributions              | 5                     |
| Principals for Applicant and for each Developer  |   |                       |
| Contact Person   |   |                       |
| Name of Each Developer   |   |                       |
| Evidence that each Developer entity is a legally formed entity   |   |                       |
| Name of Management Company   |   |                       |
| Prior General Management Company Experience Chart  |   |                       |
| Name of Proposed Development   |   |                       |
| County identified  |   |                       |
| Address of Development Site  |   |                       |
| Development Category   |   |                       |
| Estimated qualified basis in Rehabilitation Expenses per set-aside unit (if Development Category of Rehabilitation or Acquisition and Rehabilitation)  |   |                       |
| Development Type   |   |                       |
| Total Number of Units  |   |                       |
| Number of new construction units and/or rehabilitation units   |   |                       |
| Occupancy status of any existing units   |   |                       |
| Status of Site Plan/Plat Approval  |   |                       |
| Appropriate Zoning   |   |                       |
| Availability of Electricity  |   |                       |
| Availability of Water  |   |                       |
| Availability of Sewer  |   |                       |
| Availability of Roads  |   |                       |
| Surveyor Certification Form with Development Location Point  |   |                       |
| Minimum Set-Aside Selection  |   |                       |
| Total Set-Aside Breakdown Chart  |   |                       |
| Evidence of Site Control   |   |                       |
| Selection of Minimum Green Building Features (if Rehabilitation or Acquisition/Rehabilitation Development Category)  |   |                       |
| Commitment to achieve Green Certification Program (if New Construction, Redevelopment, or Acquisition/Redevelopment Development Category)  |   |                       |
| Selection of Minimum Resident Programs (if Family or Elderly Non-ALF Demographic Commitment)   |   |                       |
| Applicant Housing Credit Request Amount  |   |                       |
| Financing Information, including the Development Cost Pro Forma (listing expenses or uses) and Construction/Rehab. Analysis and Permanent Analysis (listing sources) – Sources must equal or exceed uses |   |                       |
| Total Possible Points  |   | 28                    |

The Committee shall conduct at least one public meeting during which the Committee members may discuss their evaluations, select Applicants to be considered for award, and make any adjustments deemed necessary to best serve the interests of the Corporation’s mission. The Committee will list the Applications deemed eligible for funding in order from highest total score to

lowest total score, applying the funding selection criteria outlined in Section Four B above, and develop a recommendation or series of recommendations to the Board.

The Board may use the Applications, the Committee's scoring, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Applicants to whom to award funding. Notwithstanding an award by the Board pursuant to this RFA, funding will be subject to a positive recommendation from the Credit Underwriter based on criteria outlined in the credit underwriting provisions in Rule Chapter 67-48, F.A.C.

## **SECTION SIX AWARD PROCESS**

The Corporation shall provide notice of its decision, or intended decision, for this RFA on the Corporation's Website the day of the applicable Board vote. After posting, an unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., et. al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et. al. shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

After issuance by the Board of all final orders regarding this RFA, the Corporation shall offer all Applicants within the funding range an invitation to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development.



**Exhibit A to RFA 2015-107- Housing Credit Financing for Affordable Housing Developments located in Broward, Duval, Hillsborough, Orange, Palm Beach and Pinellas Counties**

**1. Submission Requirements:**

a. Application Withdrawal Disincentive:

The Applicant must indicate which of the following it elects to provide in the Application labeled “Original Hard Copy:”

- (1) \$25,000 Application Withdrawal Cash Deposit, as outlined in Section Three A.3. of the RFA.

Should the Applicant be eligible to receive a refund of the cash deposit, to whom should the refund check be made payable?

[Click here to enter text.](#)

If this information is not provided in the Application, the Corporation shall make the refund check payable to the Applicant.

or

- (2) \$25,000 Letter of Credit, as outlined in the RFA at Section Three A.4. of the RFA.

b. Applicant Certification and Acknowledgement:

The Applicant must include a signed Applicant Certification and Acknowledgement form as **Attachment 1** to Exhibit A, as outlined in Section Four A.1.b. of the RFA.

**2. Demographic Commitment:**

The Applicant must select one (1) Demographic Category:

- a. Family
- b. Elderly – The Applicant must indicate the type of Elderly Development:
- (1) Elderly ALF
  - (2) Elderly Non-ALF

**3. Applicant Information:**

a. The Applicant must state the name of the Applicant:

[Click here to enter text.](#)

b. The Applicant must provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as **Attachment 2**.

c. Is the Applicant applying as a Non-Profit organization?

Yes                       No

If “Yes,” in order to be considered to be a Non-Profit entity for purposes of this RFA, the Applicant must meet the definition of Non-Profit as set out in Rule Chapter 67-48, F.A.C., answer the following questions, and provide the required information.

(1) Provide the following information for each Non-Profit entity as **Attachment 3**:

- (a) The IRS determination letter;
- (b) The description/explanation of the role of the Non-Profit entity;
- (c) The names and addresses of the members of the governing board of the Non-Profit entity; and
- (d) The articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low-income housing.

(2) Answer the following questions:

(a) Is the Applicant or one of its general partners or managing members incorporated as a Non-Profit entity pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Yes                       No

If “No,” is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a Non-Profit entity formed pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Yes                       No

(b) Is the Applicant or one of its general partners or managing members a 501(c)(3) or 501(c)(4) Non-Profit entity, or is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a 501(c)(3) or 501(c)(4) Non-Profit entity?

Yes                       No

(c) Does the Non-Profit entity have an ownership interest, either directly or indirectly, in the general partner or general partnership interest or in the managing member or the managing member’s interest in the Applicant?

Yes                       No

If “Yes,” state the percentage owned in the general partnership or managing member interest: [Click here to enter text.](#)%

(d) Percentage of Developer's fee that will go to the Non-Profit entity: [Click here to enter text.](#)%

(e) Year Non-Profit entity was incorporated (yyyy): [Click here to enter text.](#)

(f) Is the Non-Profit entity affiliated with or controlled by a for-profit entity within the meaning of Section 42(h), Internal Revenue Code?

Yes

No

If "Yes," state name of the for-profit entity:

[Click here to enter text.](#)

d. Principals for the Applicant and for each Developer:

The Applicant must provide the required information for the Applicant and for each Developer as **Attachment 4**.

e. Contact Person for this Application:

First Name: [Click here to enter text.](#)

Middle Initial: [Click here to enter text.](#)

Last Name: [Click here to enter text.](#)

Street Address: [Click here to enter text.](#)

City: [Click here to enter text.](#)

State: [Click here to enter text.](#)

Zip: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

Facsimile: [Click here to enter text.](#)

E-Mail Address: [Click here to enter text.](#)

Relationship to Applicant: [Click here to enter text.](#)

#### 4. Developer and Management Company Information:

a. General Developer Information:

(1) The Applicant must state the name of each Developer (including all co-Developers):

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

(2) For each Developer entity listed in question (1) above (that is not a natural person), the Applicant must provide, as **Attachment 5**, the required documentation demonstrating that it is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

(3) General Development Experience:

To be eligible for points, the Applicant must correctly respond to both (a) and (b) below:

- (a) For each experienced Developer entity, the Applicant must provide, as **Attachment 5**, a prior experience chart for at least one (1) experienced Principal of that entity. The prior experience chart for the Principal must reflect the required information for the three (3) completed affordable rental housing developments, one (1) of which must be a Housing Credit development.
- (b) The Applicant must indicate whether the Developer Experience Withdrawal Disincentive criteria outlined in Section Four A.4.a.(3)(b) of the RFA is met.

Yes                       No

b. General Management Company Information:

- (1) The Applicant must state the name of the Management Company:

[Click here to enter text.](#)

- (2) The Applicant must provide, as **Attachment 6**, a prior experience chart for the Management Company or a principal of the Management Company reflecting the required information as outlined in Section Four A.4.b. of the RFA.

**5. General Development Information:**

- a. The Applicant must state the name of the proposed Development:

[Click here to enter text.](#)

- b. Location of Development Site:

- (1) The Applicant must indicate the County: [Select County:](#)

- (2) Address of Development Site:

The Applicant must state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of county:

[Click here to enter text.](#)

- c. Development Category / Rental Assistance (RA) Level / Concrete Construction:

- (1) The Applicant must select one (1) applicable Development Category [Choose an item](#) and provide the required information as **Attachment 7**.

Note: The Applicant should refer to Section Four A.5.c. of the RFA before making a selection.

- (2) If Rehabilitation or Acquisition and Rehabilitation is selected at (1) above, the following information must be provided:

(a) The Applicant must indicate the estimated qualified basis in Rehabilitation expenses per set aside unit within one 24-month period for the buildings(s) being rehabilitated: [Click here to enter text.](#)

(b) Was the existing building(s) to be rehabilitated originally built in 1995 or earlier, either originally financed or is it currently financed through one or more of the following HUD or RD programs: sections 202, 236, 514, 515, 516, 811, or either has PBRA or is public housing assisted through ACC, and the proposed Development did not close on funding from HUD or RD after 1995 where the budget was at least \$10,000 per unit for rehabilitation in any year?

Yes       No

(3) Does the proposed Development meet the requirements to be considered to be concrete construction?

Yes       No

Note: The Applicant should refer to Section Four A.5.c.(3) of the RFA before making a selection.

d. The Applicant must select one (1) applicable Development Type: [Choose an item.](#)

Note: The Applicant should refer to Section Four A.5.d. of the RFA before making a selection.

e. Number of Units in Proposed Development:

(1) The Applicant must state the total number of units: [Click here to enter text.](#)

(2) The Applicant must select the applicable item below:

- (a) Proposed Development consists of 100% new construction units
- (b) Proposed Development consists of 100% rehabilitation units
- (c) Proposed Development consists of a combination of new construction units and rehabilitation units. State the quantity of each type:

[Click here to enter text.](#) new construction units and [Click here to enter text.](#) rehabilitation units

(3) The Applicant must indicate which of the following applies with regard to the occupancy status of any existing units:

- (a) Existing units are currently occupied
- (b) Existing units are not currently occupied
- (c) There are no existing units

f. Ability to Proceed:

As outlined in Section Four A.5.f. of the RFA, the Applicant must provide the following information to demonstrate Ability to Proceed:

- (1) Status of Site Plan Approval or Plat Approval. The Applicant must provide, as **Attachment 8** to Exhibit A, the applicable properly completed and executed verification form: (a) Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (Form Rev. 11-14) or (b) Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Residential Rental Developments form (Form Rev. 11-14).
- (2) Appropriate Zoning. The Applicant must provide, as **Attachment 9** to Exhibit A, the applicable properly completed and executed verification form: (a) Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 11-14) or (b) Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form (Form Rev. 11-14).
- (3) Availability of Electricity. The Applicant must provide, as **Attachment 10** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 11-14).
- (4) Availability of Water. The Applicant must provide, as **Attachment 11** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 11-14).
- (5) Availability of Sewer. The Applicant must provide, as **Attachment 12** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 11-14).
- (6) Availability of Roads. The Applicant must provide, as **Attachment 13** to Exhibit A, an acceptable letter from the Local Government or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 11-14).

## 6. Proximity:

In order for Applications for proposed Developments located in the City of Belle Glade or the City of South Bay in Palm Beach County to meet the Mandatory requirement to provide a Development Location Point and to automatically achieve the required Minimum Transit Service Score and the Minimum Total Proximity Score and receive the Maximum Total Proximity Score of 18 points, the Applicant must provide, as **Attachment 14**, the required letter from the City of Belle Glade or the City of South Bay, and the properly completed and executed Surveyor Certification form (Form Rev. 07-15), as outlined in Section Four A.6.a.(1) of the RFA.

In order for Applications for proposed Developments located in any jurisdiction other than the City of Belle Glade or the City of South Bay to meet the Mandatory requirement to provide a Development Location Point and to be eligible for proximity points that are not automatically awarded, the

Applicant must provide an acceptable Surveyor Certification form as **Attachment 14**, as outlined in Section Four A.6.a.(2) of the RFA. The form must reflect the Development Location Point and, if applicable, the Services information for the Bus or Rail Transit Service (if Private Transportation is not selected at question 6.b. below) and Community Services for which the Applicant is seeking points.

a. PHA or RD Proximity Point Boost:

If the proposed Development qualifies for the PHA Point Boost or the RD Point Boost, select (1) or (2) below and provide the required information.

- (1) PHA Point Boost - The proposed Development qualifies for the PHA Point Boost because all of the units in the proposed Development are located on a site(s) with an existing Declaration of Trust between a Public Housing Authority and HUD as demonstrated in the letter provided as **Attachment 14** (as outlined in Section Four A.6.b.(1)(a) of the RFA).
- (2) RD Point Boost – The proposed Development qualifies for the RD Point Boost because the property has existing RD 515 funding as demonstrated in the letter provided as Attachment 18 (as outlined in Sections Four A.6.b.(1)(b) and Four A.11.b.(3)(b) of the RFA).

b. Private Transportation Transit Service:

If the Applicant selected the Elderly Demographic (ALF or Non-ALF) at question 2.b. above, does the Applicant commit to provide private transportation, as outlined in Section Four A.6.c.(1)(a), as its Transit Service?

- Yes                       No

c. Mandatory Distance Requirement:

For proximity of the proposed Development to the closest Development latitude and longitude coordinates identified on the September 21, 2015 FHFC Development Proximity List, indicate which of the following applies to this Application.

(1) Applications Eligible for Automatic Qualification:

Applicants that are eligible to select (a) or (b) below will be eligible for the automatic qualification for the Mandatory Distance Requirement.

- (a) The Applicant selected the Rehabilitation or Acquisition and Rehabilitation Development Category at question 5.c.(1) of Exhibit A, the proposed Development involves the Rehabilitation of an existing, occupied residential rental property in operation as of the Application Deadline and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart at question 7.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed

Development consists of a total of 250 units or less, unless further restricted by the Elderly Demographic requirements outlined in Exhibit C.

- (b) The Applicant selected the Redevelopment or Acquisition and Redevelopment Development Category at question 5.c.(1) of Exhibit A and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart at question 7.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed Development consists of a total of 250 units or less, unless further restricted by the Elderly Demographic requirements outlined in Exhibit C.
- (c) The proposed Development is located within the city limits of the City of Belle Glade or the City of South Bay, as demonstrated by the documentation provided as Attachment 14.

Note: RA Levels are described in Section Four A.5.c.(2) of the RFA.

(2) Applications Not Eligible for Automatic Qualification:

Applicants that are not eligible for the automatic qualification for the Mandatory Distance Requirement should follow the instructions outlined in Section Four A.6.d.(2) of the RFA to determine whether the Application meets the Mandatory Distance Requirement and answer the following question:

Do the proposed Development and any Development(s) on the List have one or more of the same Financial Beneficiaries and meet at least one (1) of the following criteria: (a) they are contiguous or divided by a street, and/or (b) they are divided by a prior phase of the proposed Development?

- Yes       No

If “Yes”, the Applicant must identify the specific Development(s) on the List that it wishes to disregard (as outlined in Section Four A.6.d.(2) of the RFA):

[Click here to enter text.](#)

**7. Set-Aside Commitments:**

- a. Minimum Set-Aside per Section 42 of the IRC:

The Applicant must select one of the following:

- 20% of units at 50% Area Median Income (AMI) or lower
- 40% of units at 60% AMI or lower
- Deep rent skewing option as defined in Section 42 of the IRC, as amended

- b. Total Set-Aside Breakdown Chart:



The Applicant must reflect on the Total Set-Aside Breakdown Chart below all income set-aside commitments (required set-asides and additional set-asides, including all required ELI set-asides, as well as the total set-aside percentage) by listing the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level:

| Total Set-Aside Breakdown Chart |                       |
|---------------------------------|-----------------------|
| Percentage of Residential Units | AMI Level             |
| <u>Enter Number</u> %           | At or Below 25%       |
| <u>Enter Number</u> %           | At or Below 28%       |
| <u>Enter Number</u> %           | At or Below 30%       |
| <u>Enter Number</u> %           | At or Below 33%       |
| <u>Enter Number</u> %           | At or Below 35%       |
| <u>Enter Number</u> %           | At or Below 40%       |
| <u>Enter Number</u> %           | At or Below 45%       |
| <u>Enter Number</u> %           | At or Below 50%       |
| <u>Enter Number</u> %           | At or Below 60%       |
| Total Set-Aside Percentage:     | <u>Enter Number</u> % |

Note: The Applicant should refer to Section Four A.7.b. of the RFA before completing this chart.

**8. Site Control:**

The Applicant must demonstrate site control by providing the following documentation as **Attachment 15**, as outlined at Section Four A.8. of the RFA:

- a. A fully executed eligible contract for purchase and sale for the subject property; and/or
- b. A recorded deed or recorded certificate of title; and/or
- c. A copy of the fully executed long-term lease.

**9. Construction Features and Resident Programs:**

a. Construction Features:

(1) If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 5.c.(1) above, the Applicant must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10.

- Programmable thermostat in each unit (2 points)
- Humidistat in each unit (2 points)
- Water Sense certified dual flush toilets in all bathrooms (2 points)
- Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
- Energy Star qualified roof coating (2 points) \*
- Energy Star qualified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) \*
- Eco-friendly cabinets – formaldehyde free and material must be certified by the Forest Stewardship Council or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)

- Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)
- High Efficiency HVAC with SEER of at least 16 (2 points) \*\*
- Energy efficient windows in each unit (3 points) †
- Florida Yards and Neighborhoods certification on all landscaping (2 points)
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

\*The Applicant may choose only one option related to Energy Star qualified roofing.

\*\*Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments in Exhibit C.

†See specific requirements per Development Type at Section Four A.9.a.(1) of the RFA.

or

- (2) If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 5.c.(1) above, the Applicant must indicate its commitment to achieve one of the following Green Building Certification programs: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS). Does the Applicant commit to achieve one of these programs?

- Yes                       No

**b. Resident Programs:**

- (1) If the Applicant selected the Family Demographic at question 2.a. above, the Applicant must select at least three (3) of the following resident programs (which are described at Section Four A.9.b.(1) of the RFA):

- After School Program for Children
- Literacy Training
- Employment Assistance Program
- Family Support Coordinator

- (2) If the Applicant selected the Elderly Non-ALF Demographic at question 2.b.(2) above, the Applicant must select at least three (3) of the following resident programs (which are described at Section Four A.9.b.(2) of the RFA):

- Literacy Training
- Computer Training
- Daily Activities
- Assistance with Light Housekeeping, Grocery Shopping and/or Laundry
- Resident Assurance Check-In Program

**10. Local Government Contributions:**

**a. Applicants Eligible for Automatic Points:**

If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 5.c.(1) above, the Application will automatically receive maximum points.

b. Applicants Not Eligible for Automatic Points:

If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 5.c.(1) above, has a Local Government committed to provide a contribution to the proposed Development?

- Yes                       No

If “Yes”, in order to be considered for points for this section of the RFA, the Applicant must provide the following applicable Local Government Verification of Contribution form(s) as **Attachment 16**:

- (1) Local Government Verification of Contribution – Grant Form;
- (2) Local Government Verification of Contribution – Fee Waiver Form;
- (3) Local Government Verification of Contribution – Loan Form; and/or
- (4) Local Government Verification of Contribution – Fee Deferral Form.

c. Duval County Local Government Qualifying Financial Assistance Funding Preference:

If the proposed Development is located in Duval County, has the Applicant provided Local Government Verification of Contribution forms for cash grants and/or cash loans where the total of the face amounts of these cash contributions is equal to or greater than the minimum qualifying amounts for the proposed Development’s Building Type as listed on the table in Section Four, A.10.c. of the RFA?

- Yes                       No

**11. Funding:**

a. State the Applicant’s Housing Credit Request Amount (annual amount): \$ [Click here to enter text.](#)

(1) Difficult Development Area (DDA) and Qualified Census Tract (QCT):

(a) Is the proposed Development located in a HUD-designated DDA, as defined in Section 42(d)(5)(B)(iii), IRC, as amended?

- Yes                       No

If “Yes”, indicate which DDA: [Click here to enter text.](#)

(b) If the proposed Development is not located in a HUD-designated DDA (as indicated by the Applicant in question (a) above), is it located in a QCT as defined in Section 42(d)(5)(B)(ii) of the IRC, as amended?

- Yes                       No

If “Yes”, indicate the QCT Number: [Click here to enter text.](#) and provide a copy of a letter from the local planning office or census bureau which verifies that the proposed Development is located in the referenced QCT as **Attachment 17**.

(2) Multiphase Development:

If the proposed Development is a phase of a multiphase Development, as outlined in Section Four A.11.a.(2) of the RFA, indicate which of the following applies:

- (a) The proposed Development is the first phase of a multiphase Development eligible for the HC boost.

or

- (b) The proposed Development is a subsequent phase of a multiphase Development eligible for the HC boost.

b. Other Funding:

(1) If a PLP loan has been awarded for this Development, provide the following information:

|   |  |
|---|--|
| Corporation File #                        | Amount of Funding                            |
| <a href="#">Click here to enter text.</a> | \$ <a href="#">Click here to enter text.</a> |

(2) If any other Corporation funds will be incorporated as a source of financing for the proposed Development, provide the information in the chart below:

| Corporation Program | Corporation File No.           | Amount of Funding               |
|---------------------|--------------------------------|---------------------------------|
| SAIL                | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |
| HOME-Rental         | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |
| MMRB                | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |
| EHCL                | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |

(3) If the proposed Development is assisted with funding under the United States Department of Agriculture RD 515 Program and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation as **Attachment 18** to Exhibit A.

- RD 515                       RD 538

c. Finance Documents:

The Applicant must complete the Development Cost Pro-Forma, the Detail/Explanation Sheet, if applicable, the Construction or Rehab Analysis, and the Permanent Analysis.

d. Non-Corporation Funding Proposals:

The Applicant must attach all funding proposals executed by the lender(s) or other source(s). Insert the documentation for each source as a separate attachment to Exhibit A, beginning with **Attachment 19**, and continuing with sequentially numbered attachments for each additional funding source.

e. Per Unit Construction Funding Preference:

Does the proposed Development qualify for the Per Unit Construction Funding Preference, as outlined at Section Four A.11.e. of the RFA?

Yes

No

\*\*\*\*\*

**Addenda**

The Applicant may use the space below to provide any additional information or explanatory addendum for items in the Application. Please specify the particular Item to which the additional information or explanatory addendum applies.

[Click here to enter text.](#)

- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C. Any portion of the fee that has been deferred must be included in Total Development Cost.
  - (2) Because Housing Credit equity is being used as a source of financing, complete Columns 1 and 2.
  - (3) General Contractor's fee is limited to 14% of actual construction cost (A.1.1. Column 3). The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
  - (4) In reference to impact fees, a tax professional's advice should be sought regarding eligibility of these fees.
  - (5) For Application purposes, the maximum hard cost contingency allowed cannot exceed (i) 5% for Developments where 50% or more of the units are new construction, or (ii) 15% for Developments where less than 50% of the units are new construction. In any case, the maximum soft cost contingency allowed cannot exceed 5%. Hard costs are represented by the total of A1.3. TOTAL ACTUAL CONSTRUCTION COSTS and soft costs are represented by the total of A2. TOTAL GENERAL DEVELOPMENT COST. Limitations on these cost line items post-Application are provided in Rule Chapter 67-48, F.A.C. Operating Deficit Reserves (ODR) are not to be included in C. DEVELOPMENT COST and cannot be used in determining the maximum Developer fee. An ODR, if necessary, will be sized in credit underwriting and may be different than the Application limit.
  - (6) Because Housing Credit equity is being used as a source of financing, an estimated compliance fee should be included in column 2.
  - (7) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF \* ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

|   | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL      |
|---|-------------------------------|-------------------------------|-----------------|
| <b>DEVELOPMENT COSTS</b>  |                               |                               |                 |
| <i>Actual Construction Costs</i>  |                               |                               |                 |
| Accessory Buildings   | _____                         | _____                         | _____           |
| Demolition  | _____                         | _____                         | _____           |
| New Rental Units  | _____                         | _____                         | _____           |
| <b>*Off-Site Work (explain in detail)</b>   | _____                         | _____                         | _____           |
| Recreational Amenities  | _____                         | _____                         | _____           |
| Rehab of Existing Common Areas  | _____                         | _____                         | _____           |
| Rehab of Existing Rental Units  | _____                         | _____                         | _____           |
| Site Work   | _____                         | _____                         | _____           |
| <b>*Other (explain in detail)</b>   | _____                         | _____                         | _____           |
| <b>A1.1. Actual Construction Cost</b>   | <b>\$</b> _____               | <b>\$</b> _____               | <b>\$</b> _____ |
| <b>A1.2. General Contractor Fee</b> <small>See Note (3)</small><br><b>(Max. 14% of A1.1., column 3)</b> | <b>\$</b> _____               | <b>\$</b> _____               | <b>\$</b> _____ |
| <b>A1.3. TOTAL ACTUAL CONSTRUCTION COSTS</b>  | <b>\$</b> _____               | <b>\$</b> _____               | <b>\$</b> _____ |
| <i>General Development Costs</i>  |                               |                               |                 |
| Accounting Fees   | _____                         | _____                         | _____           |
| Appraisal   | _____                         | _____                         | _____           |

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL |
|--|-------------------------------|-------------------------------|------------|
| <i>General Development Costs (Cont'd)</i>              |                               |                               |            |
| Architect's Fee - Site/Building Design                 | _____                         | _____                         | _____      |
| Architect's Fee - Supervision                          | _____                         | _____                         | _____      |
| Builder's Risk Insurance                               | _____                         | _____                         | _____      |
| Building Permit  | _____                         | _____                         | _____      |
| Brokerage Fees - Land/Buildings                        | ██████████                    | _____                         | _____      |
| Capital Needs Assessment                               | _____                         | _____                         | _____      |
| Engineering Fees                                       | _____                         | _____                         | _____      |
| Environmental Report                                   | _____                         | _____                         | _____      |
| FHFC Administrative Fee                                | ██████████                    | _____                         | _____      |
| FHFC Application Fee                                   | ██████████                    | _____                         | _____      |
| FHFC Compliance Fee <small>See Note (6)</small>        | ██████████                    | _____                         | _____      |
| FHFC Credit Underwriting Fees                          | _____                         | _____                         | _____      |
| Green Building Certification/<br>HERS Inspection Costs | _____                         | _____                         | _____      |
| <b>*Impact Fees (list in detail)</b>                   | _____                         | _____                         | _____      |
| Inspection Fees  | _____                         | _____                         | _____      |
| Insurance  | _____                         | _____                         | _____      |
| Legal Fees   | _____                         | _____                         | _____      |
| Market Study   | _____                         | _____                         | _____      |
| Marketing/Advertising                                  | ██████████                    | _____                         | _____      |
| Property Taxes   | _____                         | _____                         | _____      |
| Soil Test Report                                       | _____                         | _____                         | _____      |
| Survey   | _____                         | _____                         | _____      |
| Title Insurance & Recording Fees                       | _____                         | _____                         | _____      |
| Utility Connection Fee                                 | _____                         | _____                         | _____      |
| <b>*Other (explain in detail)</b>                      | _____                         | _____                         | _____      |
| <b>A2. TOTAL GENERAL DEVELOPMENT COST</b>              | \$ _____                      | \$ _____                      | \$ _____   |

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 3 of 4)

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL      |
|--|-------------------------------|-------------------------------|-----------------|
| <i>Financial Costs</i>   |                               |                               |                 |
| Construction Loan Origination/<br>Commitment Fee(s)  | _____                         | _____                         | _____           |
| Construction Loan Credit<br>Enhancement Fee(s)   | _____                         | _____                         | _____           |
| Construction Loan Interest   | _____                         | _____                         | _____           |
| Permanent Loan Origination/<br>Commitment Fee(s)   | ██████████                    | _____                         | _____           |
| Permanent Loan Credit<br>Enhancement Fee(s)  | ██████████                    | _____                         | _____           |
| Permanent Loan Closing Costs   | ██████████                    | _____                         | _____           |
| Bridge Loan Origination/<br>Commitment Fee(s)  | _____                         | _____                         | _____           |
| Bridge Loan Interest   | _____                         | _____                         | _____           |
| Non-Permanent Loan(s) Closing<br>Costs   | _____                         | _____                         | _____           |
| <b>*Other (explain in detail)</b>  | _____                         | _____                         | _____           |
| <b>A3. TOTAL FINANCIAL COSTS</b>   | <b>\$ _____</b>               | <b>\$ _____</b>               | <b>\$ _____</b> |
| <b>A4. CONTINGENCY RESERVES</b> <small>See Note (5)</small>                                      | <b>\$ _____</b>               | <b>\$ _____</b>               | <b>\$ _____</b> |
| <b>B1. ACQUISITION COST OF EXISTING<br/>DEVELOPMENTS (EXCLUDING<br/>LAND) Existing Buildings</b> | <b>\$ _____</b>               | <b>\$ _____</b>               | <b>\$ _____</b> |
| <b>B2. *Other (explain in detail)</b>  | <b>\$ _____</b>               | <b>\$ _____</b>               | <b>\$ _____</b> |
| <b>C. DEVELOPMENT COST</b><br>(A1.3+A2+A3+A4+B1+B2)  | <b>\$ _____</b>               | <b>\$ _____</b>               | <b>\$ _____</b> |
| <b>D. DEVELOPER'S FEE</b> <small>See Note (1)</small>  | <b>\$ _____</b>               | <b>\$ _____</b>               | <b>\$ _____</b> |
| <b>E. OPERATING DEFICIT RESERVES</b> <small>See Note (5)</small>                                 | ██████████                    | ██████████                    | ██████████      |
| <b>F. TOTAL LAND COST</b>  | ██████████                    | <b>\$ _____</b>               | <b>\$ _____</b> |
| <b>G. TOTAL DEVELOPMENT COST</b> <small>See Note (7)</small><br>(C+D+E+F)                        | <b>\$ _____</b>               | <b>\$ _____</b>               | <b>\$ _____</b> |



**Detail/Explanation Sheet**

Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.

**DEVELOPMENT COSTS**

***Actual Construction Cost***

*(as listed at Item A1.)*

Off-Site Work:

Other:

***General Development Costs***

*(as listed at Item A2.)*

Impact Fees:

Other:

***Financial Costs***

*(as listed at Item A3.)*

Other:

***Acquisition Cost of Existing Developments***

*(as listed at Item B2.)*

Other:

NOTE: Neither brokerage fees nor syndication fees can be included in eligible basis. Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer fee. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

**CONSTRUCTION/REHAB ANALYSIS**

|  | <b>AMOUNT</b> | <b>LOCATION OF DOCUMENTATION</b>                         |
|--|---------------|--|
| <b>A. Total Development Costs</b>  | \$ _____      |  |
| <b>B. Construction/Rehab Funding Sources:</b>  |               |  |
| 1. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant. | \$ _____      | Attachment _____   |
| 2. First Mortgage Financing  | \$ _____      | Attachment _____   |
| 3. Second Mortgage Financing   | \$ _____      | Attachment _____   |
| 4. Third Mortgage Financing  | \$ _____      | Attachment _____   |
| 5. Grants  | \$ _____      | Attachment _____   |
| 6. HC Equity - Partner's Contribution  | \$ _____      | Attachment _____   |
| 7. HC Equity Bridge Loan   | \$ _____      | Attachment _____   |
| 8. USDA RD Financing:  |               |  |
| a. RD 515  | \$ _____      | Attachment _____   |
| b. RD 538  | \$ _____      | Attachment _____   |
| 9. Other: _____  | \$ _____      | Attachment _____   |
| 10. Other: _____   | \$ _____      | Attachment _____   |
| 11. Deferred Developer Fee   | \$ _____      |  |
| 12. Total Construction/Rehab Funding Sources   | \$ _____      |  |
| <b>C. Construction/Rehab Funding Surplus</b>   |               |  |
| (B.12. Total Construction/Rehab Funding Sources, less A. Total Development Costs):   | \$ _____      | (A negative number here represents a funding shortfall.) |

**Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.**

**PERMANENT ANALYSIS**

|   | <b>AMOUNT</b> | <b>LOCATION OF DOCUMENTATION</b>                         |
|---|---------------|--|
| <b>A. Total Development Costs</b>   | \$ _____      |  |
| <b>B. Permanent Funding Sources:</b>                                      |               |  |
| 1. HC Syndication/HC Equity Proceeds                                      | \$ _____      | Attachment _____   |
| 2. First Mortgage Financing   | \$ _____      | Attachment _____   |
| 3. Second Mortgage Financing  | \$ _____      | Attachment _____   |
| 4. Third Mortgage Financing   | \$ _____      | Attachment _____   |
| 5. Grants   | \$ _____      | Attachment _____   |
| 6. HC Equity - Partner's Contribution                                     | \$ _____      | Attachment _____   |
| 7. USDA RD Financing:   |               |  |
| a. RD 515   | \$ _____      | Attachment _____   |
| b. RD 538   | \$ _____      | Attachment _____   |
| 8. Other: _____   | \$ _____      | Attachment _____   |
| 9. Other: _____   | \$ _____      | Attachment _____   |
| 10. Deferred Developer Fee  | \$ _____      |  |
| 11. Total Permanent Funding Sources                                       | \$ _____      |  |
| <b>C. Permanent Funding Surplus</b>                                       |               |  |
| (B.11. Total Permanent Funding Sources, less A. Total Development Costs): | \$ _____      | (A negative number here represents a funding shortfall.) |

**Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.**

**Exhibit B to RFA 2015-107 - Housing Credit Financing for Affordable Housing Developments located in Broward, Duval, Hillsborough, Orange, Palm Beach and Pinellas Counties**

**1. Applicant Certification and Acknowledgement Form –**

As outlined in Section Three A., Section Four A.1., and Section Five of the RFA, the Applicant must provide in the copy of the Application labeled “Original Hard Copy,” an Applicant Certification and Acknowledgement form for RFA 2015-107 that contains an original signature (blue ink preferred). The Applicant Certification and Acknowledgement form is available at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/RelatedForms/> (also accessible by clicking [here](#)). Note: If the Applicant provides any prior version of the Applicant Certification form, the form will not be considered.

**2. Ability to Proceed Verification Forms –**

As outlined in Section Four A.5.f. of the RFA, the Applicant must provide the following Ability to Proceed documentation:

- a. Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (Form Rev. 11-14) or the Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Residential Rental Developments form (Form Rev. 11-14).
- b. Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 11-14) or Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form (Form Rev. 11-14).
- c. Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 11-14) or a letter from the provider that meets the requirements outlined in Section Four A.5.f. of the RFA.
- d. The Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 11-14) or a letter from the provider that meets the requirements outlined in Section Four A.5.f. of the RFA.
- e. The Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 11-14) or a letter from the provider that meets the requirements outlined in Section Four A.5.f. of the RFA.
- f. The Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 11-14) or a letter from the Local Government that meets the requirements outlined in Section Four A.5.f. of the RFA.

The Florida Housing Ability to Proceed Verification forms are available at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/RelatedForms/> (also accessible by clicking [here](#)). Note: If the Applicant provides any prior version of the Ability to Proceed form(s), the form(s) will not be considered.

### **3. Surveyor Certification Form –**

As outlined in Section Four A.6. of the RFA, in order (a) for all Applications to meet the Mandatory requirement to provide a Development Location Point, (b) to determine, if applicable, the points for Proximity to Services for proposed Developments located in any jurisdiction other than Belle Glade or South Bay, and (c) to determine whether the Mandatory Distance Requirement has been met (if not eligible for automatic qualification for the Mandatory Distance Requirement), the Applicant must provide the Surveyor Certification form (Form Rev. 07-15). The Surveyor Certification form is available at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/RelatedForms/> (also accessible by clicking [here](#)). Note: If the Applicant provides any prior version of the Surveyor Certification form, the form will not be considered.

### **4. Local Government Verification of Contribution Forms –**

As outlined in Section Four A.10. of the RFA, for Applications that are not eligible for automatic points to be considered for points for Local Government Contributions, the Applicant must provide one or more of the Local Government Verification of Contribution forms (Form Rev. 01-14). The Local Government Verification of Contribution forms are available at <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/RelatedForms/> (also accessible by clicking [here](#)). Note: If the Applicant provides any prior version of the Local Government Verification form(s), the form(s) will not be considered.

### **Applicant Certification and Acknowledgement Form**

1. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
2. The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline shall result in the withdrawal of the invitation to enter credit underwriting.
  - a. Within 7 Calendar Days of the date of the invitation to enter credit underwriting:
    - (1) Name and address of the chief elected official of the local jurisdiction where the proposed Development is located;
    - (2) The unit mix for the proposed Development (number of bedrooms per unit, number of baths per unit, and number of units per bedroom type);
    - (3) The number of buildings with dwelling units; and
    - (4) Notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable.
  - b. Within 21 Calendar Days of the date of the invitation to enter credit underwriting:
    - (1) Certification from a licensed environmental provider confirming that a Phase I environmental site assessment has been performed for the entire Development site, and, if applicable, a Phase II environmental site assessment has been or is being performed, as outlined in Item 13 of Exhibit C of the RFA;
    - (2) Confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
      - (a) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or
      - (b) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;

### **Applicant Certification and Acknowledgement Form**

- (3) Confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;
  - (4) Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both;
  - (5) Notification of the percentage of ownership of the Principals of the Applicant;
  - (6) If the Applicant indicates at question 5.e.(3)(a) of Exhibit A that there are existing occupied units, the Applicant must provide to the Credit Underwriter a plan for relocation of existing tenants, as outlined in Section Four A.5.e.(3) of the RFA;
  - (7) Identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant and, if applicable, Service Provider), as outlined in Item 13 of Exhibit C of the RFA. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;
  - (8) If the Applicant selected the Development Category (at question 5.c.(1) of Exhibit A) of New Construction, Redevelopment, or Acquisition and Redevelopment, as outlined in Section Four A.9.a.(2) of the RFA, the Applicant must advise the Corporation of the specific Green Building Certification Program that it commits to achieve: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS); and
  - (9) If the Applicant indicated at question 11.a.(2) of Exhibit A that the proposed Development is a phase of a multiphase Development, the attorney opinion letter containing the required information must be provided to the Corporation. The Applicant's invitation to enter credit underwriting will outline information that, at a minimum, must be included in the attorney opinion letter.
3. By submitting the Application, the Applicant acknowledges and certifies that:
- a. The proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 as outlined in Item 4 of Exhibit C of the RFA, and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
  - b. If the Elderly (ALF or Non-ALF) Demographic Commitment is selected, the proposed Development must meet all of the Elderly Demographic requirements as outlined in Items 1, 4, and 5 of Exhibit C of the RFA.

### **Applicant Certification and Acknowledgement Form**

- c. The name of the Applicant entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Carryover Allocation Agreement is in effect. In addition, as further outlined in Item 2 of Exhibit C of the RFA, the Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect.
- d. If the Applicant applies as a Non-Profit entity and meets the requirements outlined in Section Four A.3.c. of the RFA to be considered to be a Non-Profit for purposes of this RFA, it must remain a Non-Profit entity and the Non-Profit entity must (i) receive at least 25 percent of the Developer's fee; and (ii) understand that it is the Non-Profit entity's responsibility to contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period.
- e. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney, Accountant, and Service Provider (if the proposed Development is an Elderly Assisted Living Facility), will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.
- f. The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal.
- g. During credit underwriting, all funded Applications will be held to the number of RA units stated in the applicable letter provided by the Applicant as Attachment 7 to Exhibit A. This requirement will apply throughout the entire Compliance Period, subject to Congressional appropriation and continuation of the rental assistance program.
- h. The total number of units stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.
- i. The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in service prior to the year in which it received its allocation.
- j. The proposed Development will include (i) all construction features commitments made by the Applicant at question 9.a. of Exhibit A, and (ii) all required construction features applicable to the proposed Development, as outlined in Item 4 of Exhibit C of the RFA. The quality of the features committed to by the Applicant is subject to approval of the Board of Directors.



### **Applicant Certification and Acknowledgement Form**

- k. The proposed Development will include (i) all resident programs commitments made by the Applicant at question 9.b. of Exhibit A, and (ii) all required resident programs applicable to the Demographic selected, as outlined in Item 5 of Exhibit C of the RFA. The quality of the resident programs committed to by the Applicant is subject to approval of the Board of Directors.
- l. The proposed Development will include the required income set-aside units committed to in the Application. The Total Set-Aside Percentage stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.
- m. The Applicant irrevocably commits to set aside units in the proposed Development for a total of 50 years. Note: in submitting its Application, the Applicant knowingly, voluntarily and irrevocably commits to waive, and does hereby waive, for the duration of the 50-year set aside period the option to convert to market, including any option or right to submit a request for a qualified contract, after year fourteen (14), and any other option, right or process available to the Applicant to terminate (or that would result in the termination of) the 50-year set aside period at any time prior to the expiration of its full term.
- n. The Applicant's commitments will be included in an Extended Use Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
- o. The applicable fees outlined in Item 11 of Exhibit C of the RFA will be due as outlined in this RFA, Rule Chapter 67-48, F.A.C., and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter.
- p. The Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation during the scoring, credit underwriting, and final allocation process, as outlined in Item 8 of Exhibit C of the RFA.
- q. The Applicant agrees and acknowledges that the following information and documentation will be provided as outlined in Item 12 of Exhibit C of the RFA: Progress Report (Form Q/M Report); Final Cost Certification Application Package (Form FCCAP); and Financial Reporting Form SR-1.
- r. The Applicant agrees and acknowledges that it will conform to the requirements regarding the use of replacement reserve funds, as outlined in Item 12 of Exhibit C of the RFA.
- s. The Preliminary Recommendation Letter (PRL) for this Development will be due to the Corporation no later than 12 weeks after the invitation to enter credit underwriting has been accepted. The Applicant is responsible for providing the Credit Underwriter with the information necessary to complete the PRL. If the 12 week deadline cannot be met due to any delay caused by the Applicant, the Applicant must request an extension by submitting a written request and payment of the applicable processing fee to the Corporation.
- t. If the Family or Elderly Non-ALF Demographic Commitment is selected at question 2 of Exhibit A, by the deadline established in the Carryover Allocation Agreement, the Applicant shall (i) develop and execute the required Memorandum of Understanding with a designated Special Needs Household Referral Agency that provides supportive services for Persons with a Disabling Condition for the county where the proposed Development will be located and (ii) demonstrate

## **Applicant Certification and Acknowledgement Form**

HUD's approval of the owner-adopted preference in admission policies for the Development, as outlined in Section Four A.7.b.(2)(b) of the RFA.

- u. If the Applicant indicated that the proposed Development will be assisted with funding under the RD 538 Program and expects to use such funding as a source of financing, the Section 538 Selection letter sent to the Applicant by RD must be provided to the Credit Underwriter, as outlined in Section Four A.11.b.(3)(c) of the RFA.
  - v. If the Applicant's Housing Credit request is based on the Applicant's contention that the proposed Development is a subsequent phase of a multiphase Development and, during the credit underwriting process, it is determined that the proposed Development does not meet the criteria for such distinction, the Applicant's Competitive Housing Credit award will be rescinded.
4. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
  5. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
  6. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.
  7. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
  8. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
  9. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Form 8821 for all Financial Beneficiaries in order to obtain a recommendation for a Housing Credit Allocation.

### **Applicant Certification and Acknowledgement Form**

- 10. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.
- 11. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Title (typed or printed)

NOTE: The Applicant must provide this form as Attachment 1 to the RFA. The Applicant Certification and Acknowledgement form included in the Application labeled "Original Hard Copy" must contain an original signature (blue ink is preferred).

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION OF STATUS  
OF PLAT APPROVAL FOR RESIDENTIAL RENTAL DEVELOPMENTS**

FHFC Application Reference: \_\_\_\_\_

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

Mark the applicable statement:

- 1.  The above-referenced Development is new construction or rehabilitation with new construction and the final plat was approved on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
- 2.  The above-referenced Development is new construction or rehabilitation with new construction and the preliminary or conceptual plat was approved on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
- 3.  The above-referenced Development is rehabilitation without any new construction and does not require additional plat approval.

**CERTIFICATION**

I certify that the City/County of \_\_\_\_\_ has vested in me the authority to verify status of  
(Name of City or County)  
plat approval as specified above and I further certify that the information above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to plat approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If this certification is applicable to this Development and it is inappropriately signed, the form will not be accepted.

(Form Rev. 11-14)

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION OF STATUS  
OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS**

FHFC Application Reference: \_\_\_\_\_  
Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

Zoning Designation: \_\_\_\_\_

Mark the applicable statement:

2.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process. The final site plan, in the zoning designation stated above, was approved on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.

2.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process, and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work and/or the rehabilitation work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed.

The necessary approval and/or review was performed on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.

3.  The above-referenced Development, in the zoning designation stated above, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

**CERTIFICATION**

I certify that the City/County of \_\_\_\_\_ has vested in me the authority to verify status of site plan  
(Name of City or County)  
Approval as specified above and I further certify that the information stated above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If this certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

(Form Rev. 11-14)

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ELECTRICITY**

FHFC Application Reference: \_\_\_\_\_  
Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Electricity is available to the proposed Development, subject to item 2 below.
2. To access such electric service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Entity Providing Service

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Address (street address, city, state)

\_\_\_\_\_  
Print or Type Title

\_\_\_\_\_  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

(Form Rev. 11-14)

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER**

FHFC Application Reference: \_\_\_\_\_  
Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Potable water is available to the proposed Development, subject to item 2 below.
2. To access such water service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Entity Providing Service

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Address (street address, city, state)

\_\_\_\_\_  
Print or Type Title

\_\_\_\_\_  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

(Form Rev. 11-14)

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - SEWER CAPACITY,  
PACKAGE TREATMENT, OR SEPTIC TANK**

FHFC Application Reference: \_\_\_\_\_

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Sewer Capacity, Package Treatment, or Septic Tank is available to the proposed Development, subject to item 2 below.
2. To access such waste treatment service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Entity Providing Service

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Address (street address, city, state)

\_\_\_\_\_  
Print or Type Title

\_\_\_\_\_  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

(Form Rev. 11-14)



**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS**

FHFC Application Reference: \_\_\_\_\_

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development.
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development.
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Entity Providing Service

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Address (street address, city, state)

\_\_\_\_\_  
Print or Type Title

\_\_\_\_\_  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

(Form Rev. 11-14)

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING  
AND LAND USE REGULATIONS**

FHFC Application Reference: \_\_\_\_\_

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

- (1) The zoning designation for the above referenced Development location is \_\_\_\_\_; and
- (2) The proposed number of units and intended use are consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

**CERTIFICATION**

I certify that the City/County of \_\_\_\_\_ has vested in me the authority to verify  
(Name of City/County)

consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

(Form Rev. 11-14)

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION THAT PERMITS ARE NOT REQUIRED  
FOR THIS DEVELOPMENT**

FHFC Application Reference: \_\_\_\_\_

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

Building permits: If no building permits are required for the rehabilitation of the referenced Development site, complete the following certification:

**CERTIFICATION**

I certify that the foregoing information is true and correct and that the City/County of \_\_\_\_\_  
(Name of City / County)

has vested in me the authority to verify that the rehabilitation of the referenced Development site does not require the issuance of building permits. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

(Form Rev. 11-14)

**SURVEYOR CERTIFICATION FORM**

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site<sup>1</sup> where the Development Location Point is located.)

The undersigned Florida licensed surveyor confirms that the method used to determine the following latitude and longitude coordinates conforms to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C.:

*\*All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).*

|  |                    |                  |  |                    |                  |  |
|--|--------------------|------------------|--|--------------------|------------------|--|
| <b>State the Development Location Point.<sup>2</sup></b> | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) |
|--|--------------------|------------------|--|--------------------|------------------|--|

To be eligible for proximity points, Degrees and Minutes must be stated as whole numbers and Seconds must be represented to 2 decimal places.

**Transit Service** – State the latitude and longitude coordinates for one (1) Transit Service on the chart below.<sup>3</sup>

|  | Latitude           |                  |  | Longitude          |                  |  |
|--|--------------------|------------------|--|--------------------|------------------|--|
| <b>Public Bus Stop</b>   | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) |
| <b>Public Bus Transfer Stop</b>  | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) |
| <b>Public Bus Rapid Transit Stop</b>   | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) |
| <b>SunRail Station, MetroRail Station, or TriRail Station</b>  | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Transit Service is: |                    |                  |  |                    |                  | ____ Miles   |

**Community Services** - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.<sup>3</sup>

| <b>Grocery Store:</b>  | Latitude           |                  |  | Longitude          |                  |  |
|--|--------------------|------------------|--|--------------------|------------------|--|
| Name - _____<br>Address - _____<br>_____<br>_____  | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Grocery Store is: |                    |                  |  |                    |                  | ____ Miles   |

(Form Rev. 07-15)

Initials of Surveyor \_\_\_\_\_

**SURVEYOR CERTIFICATION FORM**

|   |                    |                  |  |                    |                  |  |
|---|--------------------|------------------|--|--------------------|------------------|--|
| <b>Medical Facility:</b>  | <b>Latitude</b>    |                  |  | <b>Longitude</b>   |                  |  |
| Name - _____<br>Address - _____<br>_____<br>_____   | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds<br>(represented to 2<br>decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds<br>(represented to 2<br>decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Medical Facility is: |                    |                  |  |                    | ____.____ Miles  |  |
| <b>Pharmacy:</b>  | <b>Latitude</b>    |                  |  | <b>Longitude</b>   |                  |  |
| Name - _____<br>Address - _____<br>_____<br>_____   | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds<br>(represented to 2<br>decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds<br>(represented to 2<br>decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Pharmacy is:         |                    |                  |  |                    | ____.____ Miles  |  |
| <b>Public School:</b>   | <b>Latitude</b>    |                  |  | <b>Longitude</b>   |                  |  |
| Name - _____<br>Address - _____<br>_____<br>_____   | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds<br>(represented to 2<br>decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds<br>(represented to 2<br>decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Public School is:    |                    |                  |  |                    | ____.____ Miles  |  |

If the Corporation discovers that there are any false statements made in this certification, the Corporation will forward a copy to the State of Florida Department of Business and Professional Regulation for investigation.

**CERTIFICATION** – Under penalties of perjury, I declare that the foregoing statement is true and correct.

\_\_\_\_\_  
Signature of Florida Licensed Surveyor

\_\_\_\_\_  
Florida License Number of Signatory

\_\_\_\_\_  
Print or Type Name of Signatory

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

---

This certification consists of 3 pages. This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. If the certification is inappropriately signed, the Application will not be eligible to receive proximity points. If this certification contains corrections or 'white-out', or if it is altered or retyped, the form will not be considered. The certification may be photocopied. To be considered for scoring purposes, at least pages 1 and 2 of this 3 page certification form must be provided by the Applicant.

(Form Rev. 07-15)

**SURVEYOR CERTIFICATION FORM**

<sup>1</sup>“Scattered Sites,” as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a “Scattered Site”). For purposes of this definition “contiguous” means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street.

<sup>2</sup>“Development Location Point” means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.

<sup>3</sup> The latitude and longitude coordinates for all Proximity Services must represent a point as outlined on the Coordinates Location Chart set out below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds represented to 2 decimal places. If the degrees and minutes are not stated as whole numbers and the seconds are not represented to 2 decimal places, the Applicant will not be eligible for proximity points for that service.

| Coordinates Location Chart                 |   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
|--|---|---------------------------|-----------------------|----------------|--------------------------|-------------------|----------------------|------------------|------------------|-----------------------------|------------------------|----------------------|------------------------------|--|---------------------------|-----------------------|------------------------------|----------------------|------------------------------|-------------------------|------------------------------|--------------------------|------------------------------|-----------------------------------|------------------------------|
| Service                                    | Location where latitude and longitude coordinates must be obtained  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Community Services                         | Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Transit Services                           | <p>For Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, TriRail Rail Stations and MetroRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the bus or train.</p> <p>For the following Phase 1 SunRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the train:</p> <p style="text-align: center;"><b><u>Phase 1 SunRail Station Name</u></b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Altamonte Springs Station</td> <td style="width: 50%;">Church Street Station</td> </tr> <tr> <td>DeBary Station</td> <td>Florida Hospital Station</td> </tr> <tr> <td>Lake Mary Station</td> <td>LYNX Central Station</td> </tr> <tr> <td>Longwood Station</td> <td>Maitland Station</td> </tr> <tr> <td>Orlando Amtrak/ORMC Station</td> <td>Sand Lake Road Station</td> </tr> <tr> <td>Sanford/SR46 Station</td> <td>Winter Park/Park Ave Station</td> </tr> </table> <p>For the following Phase 2 SunRail Rail Stations, coordinates must represent coordinates listed below:</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;"><b><u>Phase 2 SunRail Station Name</u></b></th> <th style="text-align: left;"><b><u>Coordinates</u></b></th> </tr> </thead> <tbody> <tr> <td>Deland Amtrak Station</td> <td>N 29 01 02.25, W 81 21 09.24</td> </tr> <tr> <td>Meadow Woods Station</td> <td>N 28 23 12.19, W 81 22 26.59</td> </tr> <tr> <td>Osceola Parkway Station</td> <td>N 28 20 35.55, W 81 23 24.07</td> </tr> <tr> <td>Kissimmee Amtrak Station</td> <td>N 28 17 34.93, W 81 24 17.37</td> </tr> <tr> <td>Poinciana Industrial Park Station</td> <td>N 28 15 32.04, W 81 29 08.17</td> </tr> </tbody> </table> | Altamonte Springs Station | Church Street Station | DeBary Station | Florida Hospital Station | Lake Mary Station | LYNX Central Station | Longwood Station | Maitland Station | Orlando Amtrak/ORMC Station | Sand Lake Road Station | Sanford/SR46 Station | Winter Park/Park Ave Station | <b><u>Phase 2 SunRail Station Name</u></b> | <b><u>Coordinates</u></b> | Deland Amtrak Station | N 29 01 02.25, W 81 21 09.24 | Meadow Woods Station | N 28 23 12.19, W 81 22 26.59 | Osceola Parkway Station | N 28 20 35.55, W 81 23 24.07 | Kissimmee Amtrak Station | N 28 17 34.93, W 81 24 17.37 | Poinciana Industrial Park Station | N 28 15 32.04, W 81 29 08.17 |
| Altamonte Springs Station                  | Church Street Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| DeBary Station                             | Florida Hospital Station  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Lake Mary Station                          | LYNX Central Station  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Longwood Station                           | Maitland Station  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Orlando Amtrak/ORMC Station                | Sand Lake Road Station  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Sanford/SR46 Station                       | Winter Park/Park Ave Station  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| <b><u>Phase 2 SunRail Station Name</u></b> | <b><u>Coordinates</u></b>   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Deland Amtrak Station                      | N 29 01 02.25, W 81 21 09.24  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Meadow Woods Station                       | N 28 23 12.19, W 81 22 26.59  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Osceola Parkway Station                    | N 28 20 35.55, W 81 23 24.07  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Kissimmee Amtrak Station                   | N 28 17 34.93, W 81 24 17.37  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Poinciana Industrial Park Station          | N 28 15 32.04, W 81 29 08.17  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |

If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location.

(Form Rev. 07-15)

**LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM**

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of \_\_\_\_\_ committed  
(Name of City or County)

\$ \_\_\_\_\_ as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

The source of the grant is: \_\_\_\_\_  
(e.g., SHIP, HOME, CDBG)

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 01-14)

**LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - FEE WAIVER FORM**

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of \_\_\_\_\_, pursuant to  
(Name of City or County)

\_\_\_\_\_, waived the following fees: \_\_\_\_\_  
(Reference Official Action, cite Ordinance or Resolution Number and Date)

\_\_\_\_\_

Amount of Fee Waiver: \$ \_\_\_\_\_.

No consideration or promise of consideration has been given with respect to the fee waiver. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. This fee waiver is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

NOTE TO LOCAL GOVERNMENT OFFICIAL: Waivers that are not specifically made for the benefit of this Development but are instead of general benefit to the area in which the Development is located will NOT qualify as a contribution to the Development. Further, the fact that no impact fees or other fees are levied by a local jurisdiction for ANY type of development DOES NOT constitute a "Local Government Contribution" to the proposed Development. Similarly, if such fees ARE levied by the local jurisdiction but the nature of the proposed Development exempts it (e.g., typically, a Rehabilitation Development is not subject to impact fees), for purposes of this form, no "Local Government Contribution" exists and no points will be awarded.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 01-14)



**LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of \_\_\_\_\_, committed  
(Name of City or County)

\$ \_\_\_\_\_ (which may be used as a Non-Corporation Funding Proposal in the Application if it meets the  
(loan amount)

required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ \_\_\_\_\_.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 01-14)

**LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - FEE DEFERRAL FORM**

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of \_\_\_\_\_ committed to  
(Name of City or County)

defer \$ \_\_\_\_\_ in fees for the proposed Development referenced above.  
(amount of fee deferral)

The net present value of the above-referenced fee deferral, based on its payment stream, inclusive of a reduced interest rate and designated discount rate (as stated in the applicable RFA) is: \$ \_\_\_\_\_.

No consideration or promise of consideration has been given with respect to the fee deferral. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this fee deferral is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 01-14)

**Exhibit C to RFA 2015-107 - Housing Credit Financing for Affordable Housing  
Developments located in Broward, Duval, Hillsborough, Orange, Palm Beach  
and Pinellas Counties**

**1. Elderly Demographic Commitment Requirements:**

In order for a proposed Development to qualify for the Elderly Demographic (ALF or Non-ALF), the Development must meet the following requirements:

a. The total number of units is limited as follows:

(1) Non-ALF Developments

(a) New Construction, Redevelopment, or Acquisition and Redevelopment, (selected by the Applicant at question 5.c.(1) of Exhibit A of the RFA) are limited to the following total number of units:

- In all counties except Broward County - 160 total units; and
- In Broward County – 200 total units;

(b) Rehabilitation, with or without Acquisition (selected by the Applicant at question 5.c.(1) of Exhibit A of the RFA), that does not constitute an existing, occupied housing facility that is operating as housing for older persons as set forth in the Federal Fair Housing Act as of the Application Deadline are limited to the following total number of units:

- In all counties except Broward County - 160 total units; and
- In Broward County – 200 total units;

(c) There is no total unit limitation for the Rehabilitation, with or without Acquisition, (selected by the Applicant at question 5.c.(1) of Exhibit A of the RFA) of an existing, occupied housing facility that is operating as housing for older persons as set forth in the Federal Fair Housing Act as of the Application Deadline.

(2) ALF Developments may not consist of more than 100 total units.

b. The Applicant understands, acknowledges and agrees that it will comply with the Federal Fair Housing Act requirements for housing for older persons and rent at least 80 percent of the total units to residents that qualify as older persons pursuant to that Act or as provided under any state or federal program that the Secretary of HUD determines is specifically designed and operated to assist elderly persons (as defined in the state or federal program). Further, the Applicant understands, acknowledges and agrees that all such units are subject to the income restrictions committed to in the Set-Aside Commitment section of this Application.

c. For a Non-ALF Development, the following requirements will apply: (i) if the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 5.c.(1) of Exhibit A of the RFA, at least 50 percent of the total units must be comprised of one-bedroom or less (i.e., one-bedroom units or efficiency/studio/zero bedroom units or a combination of these

types of units), and no more than 15 percent of the total units can be larger than 2 bedroom units; or (ii) if the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 5.c.(1) of Exhibit A of the RFA, at least 50 percent of the total units must be comprised of one-bedroom units and no more than 15 percent of the total units can be larger than 2 bedroom units.

For an ALF Development, at least 90 percent of the total units must be comprised of units no larger than one-bedroom and the sharing of a unit by two or more unaffiliated residents cannot be a condition of occupancy.

- d. A minimum of one elevator per residential building must be provided for all proposed Developments with a Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment that consist of more than one story if any of the Elderly set-aside units will be located on a floor higher than the first floor.

**2. Applicant Requirements:**

The Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect. Once the Carryover Allocation Agreement has been executed by all parties, replacement of the Applicant or a material change (33.3 percent or more of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant will require Board approval prior to the change. Any non-material change (less than 33.3 percent of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant will not require Board approval, but the Corporation must still be notified in writing of the change. The Applicant entity may be changed without Board approval after a Final Housing Credit Allocation has been approved and the IRS Forms 8609 have been issued; however, the Corporation must still be notified in writing of the change. Changes to the Applicant entity prior to the execution of a Carryover Allocation Agreement or without Board approval prior to the approval of the Final Housing Credit Allocation and issuance of the IRS Forms 8609 will result in a disqualification from receiving funding and shall be deemed a material misrepresentation. Changes to the limited partner of a limited partnership or member of a limited liability company owning the syndicating interest therein will not result in disqualification.

**3. Principal Disclosures for Applicants and Each Developer**

The Corporation is providing the following charts and examples to assist the Applicant in providing the required list identifying the Principals for the Applicant and for each Developer. The term Principals is defined in Section 67-48.002, F.A.C.

- a. Charts:

- (1) For the Applicant:

- (a) If the Applicant is a Limited Partnership:

|                               |     |                               |
|-------------------------------|-----|-------------------------------|
| Identify All General Partners | and | Identify All Limited Partners |
|-------------------------------|-----|-------------------------------|

and

|   |   |   |
|---|---|---|
| For each General Partner that is a Limited Partnership: | For each General Partner that is a Limited Liability Company: | For each General Partner that is a Corporation: |
| Identify each General Partner                           | Identify each Manager   | Identify each Officer                           |

|                               |  |                      |  |                           |
|-------------------------------|--|----------------------|--|---------------------------|
| and                           |  | and                  |  | and                       |
| Identify each Limited Partner |  | Identify each Member |  | Identify each Director    |
|                               |  |                      |  | and                       |
|                               |  |                      |  | Identify each Shareholder |

and

|   |  |   |  |   |
|---|--|---|--|---|
| For each Limited Partner that is a Limited Partnership: |  | For each Limited Partner that is a Limited Liability Company: |  | For each Limited Partner that is a Corporation: |
| Identify each General Partner                           |  | Identify each Manager   |  | Identify each Officer                           |
| and   |  | and   |  | and   |
| Identify each Limited Partner                           |  | Identify each Member  |  | Identify each Director                          |
|   |  |   |  | and   |
|   |  |   |  | Identify each Shareholder                       |

For any General Partner and/or Limited Partner that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(b) If the Applicant is a Limited Liability Company:

|                       |     |                      |
|-----------------------|-----|----------------------|
| Identify All Managers | and | Identify All Members |
|-----------------------|-----|----------------------|

and

|   |  |   |  |   |
|---|--|---|--|---|
| For each Manager that is a Limited Partnership: |  | For each Manager that is a Limited Liability Company: |  | For each Manager that is a Corporation: |
| Identify each General Partner                   |  | Identify each Manager                                 |  | Identify each Officer                   |
| and   |  | and   |  | and                                     |
| Identify each Limited Partner                   |  | Identify each Member                                  |  | Identify each Director                  |
|   |  |   |  | and                                     |
|   |  |   |  | Identify each Shareholder               |

and

|  |  |  |  |  |
|--|--|--|--|--|
| For each Member that is a Limited Partnership: |  | For each Member that is a Limited Liability Company: |  | For each Member that is a Corporation: |
| Identify each General Partner                  |  | Identify each Manager                                |  | Identify each Officer                  |
| and  |  | and  |  | and                                    |
| Identify each Limited Partner                  |  | Identify each Member                                 |  | Identify each Director                 |
|  |  |  |  | and                                    |
|  |  |  |  | Identify each Shareholder              |

For any Manager and/or Member that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(c) If the Applicant is a Corporation:

|                       |     |                        |     |                           |
|-----------------------|-----|------------------------|-----|---------------------------|
| Identify All Officers | and | Identify All Directors | and | Identify All Shareholders |
|-----------------------|-----|------------------------|-----|---------------------------|

and

|   |  |   |  |   |
|---|--|---|--|---|
| For each Shareholder that is a Limited Partnership: |  | for each Shareholder that is a Limited Liability Company: |  | For each Shareholder that is a Corporation: |
| Identify each General Partner                       |  | Identify each Manager                                     |  | Identify each Officer                       |
| and   |  | and   |  | and   |
| Identify each Limited Partner                       |  | Identify each Member                                      |  | Identify each Director                      |
|   |  |   |  | and   |
|   |  |   |  | Identify each Shareholder                   |

For any Officer and/or Director and/or Shareholder that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(2) For Each Developer:

(a) If the Developer is a Limited Partnership:

|                               |     |                               |
|-------------------------------|-----|-------------------------------|
| Identify All General Partners | and | Identify All Limited Partners |
|-------------------------------|-----|-------------------------------|

and

|   |   |   |
|---|---|---|
| For each General Partner that is a Limited Partnership: | For each General Partner that is a Limited Liability Company: | For each General Partner that is a Corporation: |
| Identify each General Partner                           | Identify each Manager   | Identify each Officer                           |
| and   | and   | and   |
| Identify each Limited Partner                           | Identify each Member  | Identify each Director                          |
|   |   | and   |
|   |   | Identify each Shareholder                       |

and

|   |   |   |
|---|---|---|
| For each Limited Partner that is a Limited Partnership: | For each Limited Partner that is a Limited Liability Company: | For each Limited Partner that is a Corporation: |
| Identify each General Partner                           | Identify each Manager   | Identify each Officer                           |
| and   | and   | and   |
| Identify each Limited Partner                           | Identify each Member  | Identify each Director                          |
|   |   | and   |
|   |   | Identify each Shareholder                       |

For any General Partner and/or Limited Partner that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(b) If the Developer is a Limited Liability Company:

|                       |     |                      |
|-----------------------|-----|----------------------|
| Identify All Managers | and | Identify All Members |
|-----------------------|-----|----------------------|

and

|   |   |   |
|---|---|---|
| For each Manager that is a Limited Partnership: | For each Manager that is a Limited Liability Company: | For each Manager that is a Corporation: |
| Identify each General Partner                   | Identify each Manager                                 | Identify each Officer                   |
| and   | and   | and                                     |
| Identify each Limited Partner                   | Identify each Member                                  | Identify each Director                  |
|   |   | and                                     |
|   |   | Identify each Shareholder               |

and

|  |  |  |
|--|--|--|
| For each Member that is a Limited Partnership: | For each Member that is a Limited Liability Company: | For each Member that is a Corporation: |
| Identify each General Partner                  | Identify each Manager                                | Identify each Officer                  |
| and  | and  | and                                    |
| Identify each Limited Partner                  | Identify each Member                                 | Identify each Director                 |
|  |  | and                                    |
|  |  | Identify each Shareholder              |

For any Manager and/or Member that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

(c) If the Developer is a Corporation:

|                       |     |                        |     |                           |
|-----------------------|-----|------------------------|-----|---------------------------|
| Identify All Officers | and | Identify All Directors | and | Identify All Shareholders |
|-----------------------|-----|------------------------|-----|---------------------------|

and

|   |  |   |  |   |
|---|--|---|--|---|
| For each Shareholder that is a Limited Partnership: |  | for each Shareholder that is a Limited Liability Company: |  | For each Shareholder that is a Corporation: |
| Identify each General Partner                       |  | Identify each Manager                                     |  | Identify each Officer                       |
| and   |  | and   |  | and   |
| Identify each Limited Partner                       |  | Identify each Member                                      |  | Identify each Director                      |
|   |  |   |  | and   |
|   |  |   |  | Identify each Shareholder                   |

For any Officer and/or Director and/or Shareholder that is a natural person (i.e., Samuel S. Smith), no further disclosure is required.

b. Examples:

➤ Example No. 1:

Applicant or Developer: Acme Properties, LLC

Sole Member/Manager: ABC, LLC  
 Manager: Amy Smith  
 Sole Member: Patty Jones

➤ Example No. 2:

Applicant or Developer: Acme Builders, LLC

Manager: Acme Management Co, Inc.

Officers: Peter Smith, President/CEO  
 Fred Jones, Vice President  
 Patty Jones, Vice President  
 Bob Brown, Secretary  
 Amy Smith, Treasurer

Directors: Peter Smith  
 Fred Jones  
 Patty Jones

Shareholders: Fred Jones  
 Patty Jones  
 Bob Brown  
 Amy Smith

Member: Adam Jones  
 Member: Amy Smith

➤ Example No. 3:

Applicant or Developer: Acme Properties, Ltd.

Managing General Partner: ABC, Ltd.  
 General Partner: XYZ, Inc.  
 Limited Partner: Fred Jones

Co-General Partner: Acme Homes 3, LLC  
 Sole Manager/Member: Peter Smith

Co-General Partner: ABC, LLC  
 Manager: Adam Jones  
 Manager: Peter Smith  
 Member: XYZ, LLC

Member: Adam Jones  
Member: Peter Smith

Limited Partner: Acme Homes Contractors, Inc.

Officers: Fred Jones, President  
Bob Brown, Vice President  
Patty Jones, Secretary/  
Treasurer

Directors: Fred Jones  
Bob Brown  
Patty Jones

Shareholders: Fred Jones  
Bob Brown  
Peter Smith  
Patty Jones  
Adam Jones

#### 4. Required Construction Features:

The following required construction features are in addition to the Green Building Features selected by the Applicant (at question 9.a.(1) of Exhibit A) or the Applicant's commitment to achieve a Green Building Certification Program (at question 9.a.(2) of Exhibit A).

All rehabilitation units must include as many of the required Accessibility, General and Green Building features as are structurally and financially feasible within the scope of the rehabilitation work, utilizing a capital needs assessment and accessibility review ordered by the Credit Underwriter and performed by an independent third party(ies).

a. All Applicants will be required to provide the following General Features and Accessibility, Universal Design and Visitability Features:

(1) The following General Features must be provided for all proposed Developments:

- Termite prevention;
- Pest control;
- Window covering for each window and glass door inside each unit;
- Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;
- Full-size range and oven in all units;
- At least two full bathrooms in all 3 bedroom or larger new construction units;
- Bathtub with shower in at least one bathroom in at least 90% of the new construction non-Elderly units; and
- Washer and dryer hook ups in each of the Development's units or an on-site laundry facility for resident use. If the proposed Development consists of an on-site laundry facility, there must be a minimum of one (1) Energy Star qualified washer and one (1) dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Developments' units by 15, and then round the equation's total up to the nearest whole number.



(2) Accessibility, Universal Design and Visitability Features:

(a) All units of the proposed Development must meet all federal requirements and state building code requirements, including the following:

- 2012 Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes;
- The Fair Housing Act as implemented by 24 CFR 100;
- Section 504 of the Rehabilitation Act of 1973; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35, incorporating the most recent amendments, regulations and rules.

All Housing Credit Developments must comply with Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8 (“Section 504 and its related regulations”). To the extent that a Development is not otherwise subject to Section 504 and its related regulations, the Development shall nevertheless comply with Section 504 and its related regulations as requirements of the Housing Credit Program to the same extent as if the Development were subject to Section 504 and its related regulations in all respects. To that end, for purposes of the Housing Credit Program, a Housing Credit Allocation shall be deemed “Federal financial assistance” within the meaning of that term as used in Section 504 and its related regulations for all Housing Credit Developments. Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8, is available by clicking [here](#).

All units must meet accessibility standards of Section 504. Section 504 accessibility standards require a minimum of 5 percent of the total dwelling units, but not fewer than one unit, to be accessible for individuals with mobility impairments. An additional 2 percent of the total units, but not fewer than one unit, must be accessible for persons with hearing or vision impairments.

(b) All new construction units that are located on an accessible route must have the features listed in (d) below.

(c) All rehabilitation units that are located on an accessible route must include features listed in (d) below. The features in (d) must be incorporated to the maximum extent feasible within the scope of the rehabilitation work planned by the Applicant. The maximum extent feasible shall be determined by the scope of work, the capital needs assessment, the accessibility review, and the construction features that are affected by the rehabilitation work. Any major change affecting the features such as remodeling, renovation, rearrangement of structural parts or walls or full-height partitions requires compliance with accessibility requirements below. For the purposes of this RFA, normal maintenance, re-roofing, painting or wallpapering, or changes to mechanical and electrical systems are not considered alterations. Where an alteration affects a construction feature, accessibility is required to the maximum extent feasible.

(d) Accessible Features:

- Primary entrance door shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;

- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and
- Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist.

The capital needs assessment and accessibility review will serve as the basis for the accessibility features that are required for the scope of work for the project.

- b. All new construction units must include the following General Features and Green Building Features:

(1) General Features in all Family Demographic Developments:

Provide reinforced walls for future installation of grab bars that meet or exceed 2010 ADA Standards for Accessible Design around each tub/shower unit in each dwelling unit. At the request of and at no charge to a resident household, the Development shall purchase and install grab bars around each tub/shower unit in the dwelling unit. The product specifications and installation must meet or exceed 2010 ADA Standards for Accessible Design. The Development shall inform a prospective resident that the Development, upon a resident household's request and at no charge to the household, will install grab bars around a dwelling unit's tub/shower unit, pursuant to the 2010 ADA Standards. At a minimum, the Development shall inform each prospective lessee by including language in the Development's written materials listing and describing the unit's features, as well as including the language in each household's lease.

(2) Green Building Features in all Family and Elderly (ALF or Non-ALF) Demographic Developments:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - Faucets: 1.5 gallons/minute or less,
  - Showerheads: 2.0 gallons/minute or less;
- Energy Star qualified refrigerator;
- Energy Star qualified dishwasher;
- Energy Star qualified ventilation fan in all bathrooms;
- Energy Star water heater;
- Energy Star qualified ceiling fans with lighting fixtures in bedrooms; and
- Air Conditioning minimum efficiency specifications (choose in-unit or commercial)\*:
  - In-unit air conditioning: minimum 15 SEER; or
  - Packaged units are allowed in studio/efficiency units and one-bedroom units: minimum 13.8 EER; or
  - Central chiller AC system—based on size:
    - 0-65 KBtuh: Energy Star certified; or
    - >65-135 KBtuh: 11.9 EER; or
    - >135-240 KBtuh: 12.3 EER; or
    - >240 KBtuh: 12.2 EER

\*Applicants who select higher efficiency HVAC as Green Building Features at question 9.a.(1) of Exhibit A must meet or exceed those standards, which exceed these minimum requirements.

- c. All rehabilitation units must include the following General Features, Required Green Building Features and Additional Green Building Features:

(1) General Features in all Family Demographic Developments:

Provide reinforced walls for future installation of grab bars that meet or exceed 2010 ADA Standards for Accessible Design around each tub/shower unit in each dwelling unit. At the request of and at no charge to a resident household, the Development shall purchase and install grab bars around each tub/shower unit in the dwelling unit. The product specifications and installation must meet or exceed 2010 ADA Standards for Accessible Design. The Development shall inform a prospective resident that the Development, upon a resident household's request and at no charge to the household, will install grab bars around a dwelling unit's tub/shower unit, pursuant to the 2010 ADA Standards. At a minimum, the Development shall inform each prospective lessee by including language in the Development's written materials listing and describing the unit's features, as well as including the language in each household's lease.

(2) Required Green Building Features in all Family and Elderly (ALF or Non-ALF) Demographic Developments:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - Faucets: 1.5 gallons/minute or less,
  - Showerheads: 2.0 gallons/minute or less;
- Energy Star qualified refrigerator;
- Energy Star qualified dishwasher;
- Energy Star qualified ventilation fan in all bathrooms;
- Energy Star water heater;
- Energy Star qualified ceiling fans with lighting fixtures in bedrooms;
- Air Conditioning (choose in-unit or commercial) \*:
  - In-unit air conditioning: minimum 15 SEER; or
  - Packaged units are allowed in studio/efficiency units and one-bedroom units: minimum 13.8 EER; or
  - Central chiller AC system—based on size:
    - 0-65 KBtuh: Energy Star certified; or
    - >65-135 KBtuh: 11.9 EER; or
    - >135-240 KBtuh: 12.3 EER; or
    - >240 KBtuh: 12.2 EER;
- Caulk, weather-strip, or otherwise seal all holes, gaps, cracks, penetrations, and electrical receptacles in building envelope; and
- Seal and insulate heating and cooling system ducts with mastic or metal backed tape.

\*Applicants who select higher efficiency HVAC as Green Building Features at question 9.a.(1) of Exhibit A must meet or exceed those standards, which exceed these minimum requirements.

- d. In addition to the required features outlined in a. through c. above, all Applications with the Elderly Demographic (ALF or Non-ALF) must also provide the following in all units (new construction units and rehabilitation units):

(1) At least 15 percent of the new construction units must have roll-in showers.

- (2) All of the new construction units must include the features listed in (4) below.
- (3) All of the rehabilitation units must include the features listed in (4) below. The features in (4) must be incorporated to the maximum extent feasible within the scope of the rehabilitation work planned by the Applicant. The maximum extent feasible shall be determined by the scope of work, the capital needs assessment, the accessibility review, and the construction features that are affected by the rehabilitation work. Any major change affecting the features such as remodeling, renovation, rearrangement of structural parts or walls or full-height partitions requires compliance with accessibility requirements below. For the purposes of this RFA, normal maintenance, re-roofing, painting or wallpapering, or changes to mechanical and electrical systems are not considered alterations. Where an alteration affects a construction feature, accessibility is required to the maximum extent feasible.
- (4) Accessible Features for Applications with the Elderly Demographic (ALF or Non-ALF):
- Horizontal grab bars in place around each tub and/or shower, the installation of which meets or exceeds 2010 ADA Standards for Accessible Design, Section 609. In addition, the following standards for grab bars are required:
    - If a bathtub/shower combination with a permanent seat is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 607.4.1.
    - If a bathtub/shower combination without a permanent seat is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 607.4.2.
    - If a roll-in shower is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 608.3.2;
  - Reinforced walls for future installation of horizontal grab bars in place around each toilet, the installation of which meets or exceeds 2010 ADA Standards for Accessible Design, Section 604.5.1 (Side Wall);
  - Toilets that are 17 inches to 19 inches in height as measured from the finished floor to the top of the toilet seat;
  - Roll-out shelving or drawers in all bottom bathroom vanity cabinets;
  - Adjustable shelving in master bedroom closets (must be adjustable by resident); and
  - In at least one of the kitchen's bottom or base cabinets, there shall be a large drawer that has full extension drawer slides.

The capital needs assessment and accessibility review will serve as the basis for the accessibility features that are required for the scope of work for the project.

- e. All Applications with the Development Category of Rehabilitation or Acquisition and Rehabilitation (at question 5.c.(1) of Exhibit A) must provide the additional Green Building Features committed to by the Applicant at question 9.a.(1) of Exhibit A.
- f. As outlined in Item 2.b.(8) of the Applicant Certification and Acknowledgement form, all Applicants that select the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment (at question 5.c.(1) of Exhibit A) must select and achieve one of the following Green Building Certification programs (as committed to by the Applicant at question 9.a.(2) of Exhibit A):
- Leadership in Energy and Environmental Design (LEED);
  - Florida Green Building Coalition (FGBC); or
  - ICC 700 National Green Building Standard (NGBS).

## 5. Required Resident Programs:

- a. Applicants who select the Family or Elderly Non-ALF Demographic Commitment (at question 2.a. or 2.b.(2) of Exhibit A) must provide the resident programs selected by the Applicant at question 9.b. of Exhibit A.

In addition, Applicants who select the Elderly Demographic (ALF and Non-ALF) must provide the resident program outlined in b. below and Applicants who select the Elderly ALF Demographic must also provide the resident programs outlined in c. below.

- b. Applicants who select the Elderly Demographic (ALF or Non-ALF) at question 2.b. of Exhibit A must commit to provide the following resident program:

### 24 Hour Support to Assist Residents In Handling Urgent Issues

An important aging in place best practice is providing the residents access to property management support 24 hours per day, 7 days a week to assist them to appropriately and efficiently handle urgent issues or incidents that may arise. These issues may include, but are not limited to, an apartment maintenance emergency, security or safety concern, or a health risk incident in their apartment or on the property. The management's assistance will include a 24/7 approach to receiving residents' requests for assistance that will include a formal written process for relevant property management staff to effectively assess and provide assistance for each request.

This assistance may include staff:

- visiting or coordinating a visit to a resident's apartment to address an urgent maintenance issue;
- responding to a resident being locked out of their apartment;
- contacting on-site security or the police to address a concern;
- providing contact information to the resident and directing or making calls on a resident's behalf to appropriate community-based emergency services or related resources to address an urgent health risk incident;
- calling the resident's informal emergency contact; or
- addressing a resident's urgent concern about another resident.

Property management staff shall be on site at least 8 hours daily, but the 24 hour support approach may include contracted services or technology to assist the management in meeting this commitment, if these methods adequately address the intent of this service. The Development's owner and/or designated property management entity shall develop and implement policies and procedures for staff to immediately receive and handle a resident's call and assess the call based on a resident's request and/or need.

At a minimum, residents shall be informed by the property management, at move-in and via a written notice(s)/instructions provided to each resident and displayed in the Development's common or public areas, that staff are available to receive resident calls at all times. These notices shall also provide contact information and direction to first contact the community-based emergency services if they have health or safety risk concerns.

- c. Applicants who select the Elderly ALF Demographic Commitment at question 2.b.(1) of Exhibit A must also provide the following resident programs:

- (1) Medication Administration – The Applicant or its Management Company shall provide, pursuant to ALF licensure requirements, staff to administer medications in accordance with a health care provider’s order or prescription label.
- (2) Services for Persons with Alzheimer’s Disease and Other Related Disorders – The Applicant or its Management Company shall advertise and provide supervision and services to persons with Alzheimer’s disease and other related disorders that are specific to each affected resident and pursuant to ALF licensure requirements.

**6. Limited Development Areas (LDA):**

Use the following LDA Chart to determine whether the proposed Development qualifies as an LDA Development for purposes of this RFA.

**LDA Chart**

| County | Demographic Category | Location Description   |
|--------|----------------------|--|
| Duval  | Family               | Beginning at the intersection of I-295/SR9A/Henry H Buckman Brg and the county line, follow the county line west to CR 217 Highway. Follow CR 217 Highway north to SR 228/Normandy Blvd./Post Street. Follow SR 228/Normandy Blvd/Post Street northeast to Edgewood Avenue S. Follow Edgewood Avenue S southeast to the St. Johns River. Follow the boundary of the St. Johns River to the intersection of I-295/SR9A/Henry H. Buckman Bridge and the county line. |

**7. ELI County Chart:**

| ELI County Chart |                         |            |                         |
|------------------|-------------------------|------------|-------------------------|
| County           | ELI Set-Aside AMI Level | County     | ELI Set-Aside AMI Level |
| Broward          | 33%                     | Orange     | 40%                     |
| Duval            | 35%                     | Palm Beach | 33%                     |
| Hillsborough     | 40%                     | Pinellas   | 40%                     |

**8. Total Development Cost Per Unit Limitation:**

The Corporation shall limit the Total Development Cost (TDC) per unit for all Developments categorized by the construction type of the units as indicated by the Applicant in the RFA. The maximum amounts are provided on the TDC Per Unit Limitation chart set out below (the maximum TDC per unit exclusive of land costs and exclusive of any operating deficit reserves that are part of the permanent phase (i.e., non-construction) financing for the Development which have not been included within the Developer fee, applying any applicable TDC multiplier and/or TDC add-on) and will be tested during the scoring of the RFA, during the credit underwriting process, and during the final allocation process, as outlined below.

This RFA does not incorporate any TDC Multipliers (to be applied against the Development’s TDC) or TDC Add-Ons (to be added to the Maximum TDC Per Unit Limitation).

These TDC Per Unit Base Limitation amounts are effective from the Application Deadline through Final Cost Certification.

**Total Development Cost Per Unit Base Limitations**

| Measure  | New Construction Units |                  |                |                    |            | Rehabilitation Units |             |
|--|------------------------|------------------|----------------|--------------------|------------|----------------------|-------------|
|  | Garden Wood*           | Garden Concrete* | Mid-Rise-Wood* | Mid-Rise-Concrete* | High-Rise* | Garden*              | Non-Garden* |
| Maximum TDC Per Unit Limitation** for Duval, Hillsborough, Orange, Palm Beach, and Pinellas Counties | \$178,000              | \$214,000        | \$214,000      | \$235,900          | \$287,200  | \$149,600            | \$210,800   |
| Maximum TDC Per Unit Limitation** for Broward County   | \$184,900              | \$222,300        | \$222,300      | \$245,000          | \$298,300  | \$155,400            | \$218,900   |

\* Garden includes all Development Types other than Mid-Rise and High-Rise; Non-Garden includes Development Types of Mid-Rise with Elevator (4 stories, 5 stories, or 6 stories) and High-Rise (7 or more stories); Mid-Rise includes Development Types of Mid-Rise with Elevator (4 stories, 5 stories, or 6 stories); and High-Rise includes Development Type of High Rise (7 or more stories)

\*\* Exclusive of land costs and exclusive of any approved operating deficit reserves that are part of the permanent phase (i.e., non-construction) financing for the Development which have not been included within the Developer fee. When the term of operating deficit reserves (ODR) is mentioned in this TDC Per Unit Limitation section, the term shall refer to these particular operating deficit reserves. For purposes of land valuation, the Corporation uses the lesser of the appraised value, or the actual land cost. When land costs are referenced in this TDC Per Unit Limitation section, the reference shall be limited to the amount of the land cost approved by the Corporation to be provided in the final cost certification under the land owned cost line item.

- a. Any Application that has an amount that exceeds these limitations will not be eligible to be considered for funding.
- b. Any Applicant that has the Credit Underwriter present a credit underwriting report with an amount that exceeds these limitations by more than 5 percent, after taking into consideration an escalation factor for construction costs rising after the Application Deadline of either (i) 2.7 percent for any Development with the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment that is not located within Broward County (or 3.9 percent for any Development that is located within Broward County), or (ii) 2.0 percent for any Development with the Development Category of Rehabilitation or Acquisition and Rehabilitation that is not located within Broward County (or 2.9% for any Development that is located within Broward County), and incorporating any applicable TDC reduction and adjustments processes provided below will receive a negative recommendation by the Credit Underwriter.

Any Applicant that has the Credit Underwriter present a credit underwriting report with an amount that exceeds these limitations, after taking into consideration the applicable escalation factor outlined above, will require staff to review the credit underwriting report for compliance to the TDC reduction and adjustment procedure provided below:

- (1) The Developer fee will be limited to the maximum allowable within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, in all instances. A Developer fee can be earned on qualifying TDC exclusive of land and operating deficit reserves up to the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, but it cannot be earned on costs in excess of said limitation. If the Development costs exceed the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the maximum allowable Developer fee will be adjusted as outlined below. The maximum allowable Developer fee can be determined by multiplying the applicable TDC Per Unit Base Limitation with respect to the Development as provided in this RFA, inclusive of any applicable escalation factor, by the number of total units in the Development. Next, divide this product by 1.16\* and then multiply the result by 16 percent\*. This will yield the

maximum allowable Developer fee within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor.

Prior to determining any necessary adjustment, if the Developer fee initially stated by the Applicant or Credit Underwriter is in excess of the maximum allowable Developer fee as provided in (1) above, the stated Developer fee will be reduced to said maximum allowable Developer fee, and the TDC will be equally reduced to incorporate the cost reduction.

- (2) Subsequent to reducing the stated Developer fee to the maximum allowable amount provided above, additional adjustments may be necessary if the TDC Per Unit Base Limitation remains exceeded. An adjustment to the maximum allowable Developer fee shall be determined by reducing the maximum allowable Developer fee, as determined in (1) above, dollar-for-dollar, for any costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, up to the lesser of (a) the actual amount of costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, (b) \$500,000, or (c) 25 percent of the maximum allowable Developer fee. If the stated Developer fee, inclusive of any necessary adjustments incorporated above, exceeds the maximum allowable Developer fee as adjusted herein, the stated Developer fee, inclusive of any necessary adjustments incorporated above shall be further adjusted to not exceed the new maximum allowable Developer fee, and the TDC will be equally reduced to incorporate the cost reduction. If after following this Developer fee limitation process, the TDC exclusive of land costs and operating deficit reserves is reduced to be within the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the Developer fee adjustment calculation is complete. If the TDC exclusive of land costs and operating deficit reserves remains above the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then there is an additional Developer fee adjustment, as outlined in (3) below.
- (3) An additional Developer fee adjustment will be initiated to further reduce the allowable Developer fee in the event the Development's TDC exclusive of land costs and operating deficit reserves (as adjusted above) exceeds the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor. The reduction will be determined by deriving a percentage amount that the Development's TDC exclusive of land costs and operating deficit reserves (as adjusted above) exceeds the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, and multiplying this excess percentage by the amount of the adjusted Developer fee, resulting in a product that is the additional adjustment to the Developer fee (with a corresponding adjustment to the Development's TDC exclusive of land costs and operating deficit reserves). For instance, if the Development's adjusted TDC exclusive of land costs and operating deficit reserves exceeds the limitation, inclusive of any applicable escalation factor, by 4 percent, then the allowable Developer fee is further reduced by 4 percent. Once this step is complete, there is no further Developer fee adjustment or corresponding cost savings to be incorporated into the TDC as a result of having a TDC exclusive of land costs and operating deficit reserves that exceeds the limitation.

It is at this point that the Development's adjusted TDC exclusive of land costs and operating deficit reserves are compared to the TDC Per Unit Base Limitation, and if the TDC Per Unit Base Limitation is exceeded by more than 5% (as presented in the opening paragraph of 8.b above), the credit underwriting report shall be presented with a negative recommendation by the Credit Underwriter.

As a note, if the Developer fee in the credit underwriting report is already at or below this allowable Developer fee, then there is no additional adjustment to be incorporated into the



Developer fee. This also means there are no corresponding costs savings to reduce the TDC since all TDC cost reductions stemming from this process are coming from reducing the Developer fee. If the Developer fee in the credit underwriting report needs to be reduced to incorporate any adjustment as provided above, then as the Developer fee is reduced, so is the TDC in order to incorporate the reduced Developer fee cost.

For example:

An 85-unit Development located in Duval County with a Development Category of New Construction and a Development Type of Garden Concrete reports a TDC of \$19,500,000, inclusive of a stated Developer fee of \$2,700,000, but exclusive of land costs and all operating deficit reserves at time of credit underwriting, and also prior to any adjustment:

**Calculate TDC Limitation for the Development and Maximum Allowable Developer fee**

- 1.(a) TDC Per Unit Base Limitation, inclusive of any applicable escalation factor (2.7%) and the applicable TDC Multiplier (100%):  $\$214,000 \text{ Per Unit} \times (1 + 2.7\%) / 100\% = \$219,778 \text{ Per Unit}$ .
- 1.(b) Determine TDC Limitation for the Development:  $\$219,778 \text{ Per Unit} \times 85 \text{ units} = \$18,681,130$ .
- 1.(c) Implied maximum Development Cost per the limitation:  $\$18,681,130 \div 1.16 = \$16,104,423$ .
- 1.(d) Determine maximum allowable Developer fee within the limitation (prior to any Developer fee adjustment):  $\$16,104,423 \times 16\% = \$2,576,707$ .

**First Developer fee/TDC adjustment Calculation Methodology (If necessary)**

- 2.(a)(i) Is the stated Developer fee greater than the maximum allowable?  $\$2,700,000 > \$2,576,707$ .
- 2.(a)(ii) If the response to 2.(a)(i) is yes, then determine the excess:  $\$2,700,000 - \$2,576,707 = \$123,293$  (excess Developer fee and excess TDC).
- 2.(b) Reduce the stated Developer fee to the lesser of either the maximum allowable or the stated fee and reduce the stated TDC by an equal amount:  $\$2,700,000 - \$123,293 = \$2,576,707$ ;  $\$19,500,000 - \$123,293 = \$19,376,707$ .
- 2.(c) If the response to 2.(a)(i) is no or once the adjustment of 2.(b) has been completed, then determine if the TDC remains in excess of the limitation and if so, the amount of the excess:  $\$19,376,707 - \$18,681,130 = \$695,577$ .
- 2.(d) Determine the lesser of either (i) \$500,000, (ii) 25 percent of the maximum allowable Developer fee, or (iii) 100% of the excess TDC:  $25\% \times \$2,576,707 = \$644,177$ ;  $\$500,000 < \$644,177 < \$695,577$ .
- 2.(e) Apply the least amount of the three options in 2(d) above to determine the maximum allowable Developer fee, subject to this adjustment:  $\$2,576,707 - \$500,000 = \$2,076,707$ .
- 2.(f) TDC reduction due to Developer fee adjustment:  $\$19,376,707 - \$500,000 = \$18,876,707$ .

(As a note, this TDC is still greater than the TDC Per Unit Base Limitation, inclusive of the applicable upward adjustment, so an additional adjustment to the maximum allowable Developer fee will need to be calculated.)

**Second Developer fee/TDC adjustment Calculation Methodology (If necessary)**

- 3.(a) Determine the percentage the TDC without land costs and operating deficit reserves (as adjusted above for first adjustment) that exceeds the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor:  $\$18,876,707 - \$18,681,130 = \$195,577$ ;  $\$195,577 \div \$18,681,130 = 1.05\%$ .
  - 3.(b) Calculate the additional adjustment:  $1.05\% \times \$2,076,707 = \$21,742$ .
  - 3.(c) Determine the final maximum Developer fee, after adjustments, at time of credit underwriting:  $\$2,076,707 - \$21,742 = \$2,054,965$ .
  - 3.(d) Determine the final adjusted TDC at time of credit underwriting:  $\$18,876,707 - \$21,742 = \$18,854,965$ .
  - 3.(e) Verify the status of the 5% variance test:  $(\$18,854,965 - \$18,681,130) / \$18,681,130 = 0.9\%$ , which falls under the criteria of being less than or equal to 5% above of the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor.
- c. Any Applicant that presents a Final Cost Certification Application Package (FCCAP) that has amounts that exceed the TDC Per Unit Base Limitation, subject to an escalation factor of either (i) 2.7 percent for any Development with the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment that is not located within Broward County (or 3.9 percent for any Development that is is located within Broward County), or (ii) 2.0 percent for any Development with the Development Category of Rehabilitation or Acquisition and Rehabilitation that is not located within Broward County (or 2.9% for any Development that is is located within Broward County), will require staff to review the FCCAP for compliance to the procedure provided in (1), (2) and (3) below if the Development did not have its Developer fee adjusted at credit underwriting as provided in 8.b. above, either voluntarily or by the credit underwriter in order to get the Development's TDC exclusive of land and operating deficit reserves to be in compliance with the TDC Per Unit Base Limitation requirements.

If the Development has already had its Developer fee adjusted at credit underwriting as provided in 8.b. above, either voluntarily or by the credit underwriter in order to get the Development's TDC exclusive of land and operating deficit reserves to be in compliance with the TDC Per Unit Base Limitation requirements, and the Development's TDC without land and operating deficit reserves in the FCCAP exceeds the Development's TDC without land costs and operating deficit reserves provided in the credit underwriting report, then the Developer fee will have an additional adjustment to be incorporated as provided in (4) below.

If the Development has already had its Developer fee adjusted at credit underwriting as provided in 8.b. above, either voluntarily or by the credit underwriter in order to get the Development's TDC exclusive of land and operating deficit reserves to be in compliance with the TDC Per Unit Base Limitation requirements, but the Development's TDC without land and operating deficit reserves in the FCCAP is now less than the Development's TDC without land costs and operating deficit reserves provided in the credit underwriting report, then the Developer fee will be re-evaluated based on the procedure provided in 8.b. above, just as if it were going through the credit underwriting report process again.

- (1) The Developer fee will be limited to the maximum allowable within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, in all instances. A Developer fee can be earned on qualifying TDC exclusive of land costs and operating deficit reserves up to the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, but it cannot be earned on costs in excess of said limitation. If the Development costs exceed the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the maximum allowable Developer fee will be adjusted as outlined below. The maximum allowable Developer fee can be determined by multiplying the applicable TDC Per Unit Base Limitation with respect to the Development as provided in this RFA, inclusive of any applicable escalation factor, by the number of total units in the Development. Next, divide this product by 1.16\* and then multiply the result by 16 percent\*. This will yield the maximum allowable Developer fee within the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor.

Prior to determining any necessary adjustment, if the Developer fee initially stated by the FCCAP is in excess of the maximum allowable Developer fee as provided in (1) above, the Developer fee will be reduced to said maximum allowable Developer fee, and the TDC will be equally reduced to incorporate the cost reduction.

- (2) Subsequent to reducing the Developer fee to the maximum allowable amount, additional adjustments may be necessary if the TDC Per Unit Base Limitation remains exceeded. An adjustment shall be determined by reducing the maximum allowable Developer fee as determined in (1) above, dollar-for-dollar, for any costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, up to the lesser of (a) the actual amount of costs in excess of the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, (b) \$250,000, or (c) 10 percent of the maximum allowable Developer fee. If the stated Developer fee, inclusive of any necessary adjustments incorporated above, exceeds the maximum allowable Developer fee as adjusted herein, the stated Developer fee, inclusive of any necessary adjustments incorporated above, shall be further adjusted to not exceed the new maximum allowable Developer fee, and the TDC will be equally reduced to incorporate the cost reduction. If, after following this Developer fee limitation process, the TDC exclusive of land costs and operating deficit reserves is reduced to be within the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then the Developer fee adjustment calculation is complete. If the TDC exclusive of land costs and operating deficit reserves remains above the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, then there is an additional Developer fee adjustment, as outlined in (3) below.
- (3) An additional Developer fee adjustment will be initiated to further reduce the allowable Developer fee in the event the TDC exclusive of land costs and operating deficit reserves (as adjusted above) exceeds the TDC Per Unit Base Limitation. The reduction will be determined by deriving a percentage amount that the TDC exclusive of land costs and operating deficit reserves (as adjusted above) exceeds the amount allowed by the TDC Per Unit Base Limitation, inclusive of any applicable escalation factor, and multiplying this excess percentage by the amount of the adjusted Developer fee, resulting in a product that is the additional adjustment to the Developer fee. For instance, if the Development's adjusted TDC exclusive of land costs and operating deficit reserves exceeds the limitation, inclusive of any applicable escalation factor, by 4 percent, then the allowable Developer fee is further reduced by 4 percent. Once this step is complete, there is no further Developer fee adjustment or corresponding cost savings to be incorporated into the TDC as a result of

having a TDC exclusive of land costs and operating deficit reserves that exceeds the limitation.

As a note, if the Developer fee in the FCCAP is already at or below this allowable Developer fee, then there is no additional adjustment to be incorporated into the Developer fee. This also means there are no corresponding costs savings to reduce the TDC since all TDC cost reductions stemming from this process are coming from reducing the Developer fee. If the Developer fee in the FCCAP needs to be reduced to incorporate any penalties provided above, then as the Developer fee is reduced, so is the TDC in order to incorporate the reduced Developer fee cost.

- (4) For those Developments that have already had its Developer fee adjusted at credit underwriting as provided in 8.b. above and whose TDC without land costs and operating deficit reserves in the FCCAP exceeds the Development's TDC without land costs and operating deficit reserves provided in the credit underwriting report, the allowable Developer fee will incorporate an additional adjustment. This additional Developer fee adjustment will be the lesser of (a) the difference between the amount of the Development's TDC exclusive of land costs and operating deficit reserves as reported in the FCCAP that is in excess of the Development's TDC exclusive of land costs and operating deficit reserves provided in the credit underwriting report, (b) \$250,000, or (c) 10 percent of the allowable Developer fee reported in the credit underwriting report. If the Developer fee in the FCCAP is already equal to or less than the allowable Developer fee as determined with the incorporation of this additional Developer fee adjustment, then neither the Developer fee nor the TDC is further reduced.

For example:

Assuming the Development in the example provided in 8.b. above provides an FCCAP with a TDC exclusive of land costs and operating deficit reserves of \$300,000 higher than the TDC exclusive of land costs and operating deficit reserves provided in the credit underwriting report, but the Developer fee is the same as provided in the credit underwriting report of \$2,054,965. The additional Developer fee adjustment will be the lesser of (a) \$300,000 (the new excess costs), (b) \$250,000 (the maximum dollar limit of this additional Developer fee adjustment), or (c) \$205,497 (10% of the allowable Developer fee reported in the credit underwriting report).

Since (c) is the lowest of the three options, the allowable Developer fee and the TDC will both be lowered by \$205,497. The allowable Developer fee will be \$1,849,468 (the allowable Developer fee reported in the credit underwriting report of \$2,054,965, less the adjustment of \$205,497). The TDC exclusive of land costs and operating deficit reserves in the FCCAP would be adjusted to \$18,949,468 (\$18,854,965 from the credit underwriting report plus \$300,000 of new additional costs less \$205,497 for the reduction in allowable Developer fee).

\* These figures represent the applicable Developer fee percentage for the Development (16%) and one plus the applicable Developer fee percentage for the Development (1+16%).

## 9. Leveraging Classification:

Each eligible Application's Leveraging Classification will be determined as follows:

- a. Calculating the Set-Aside Units:

The total number of set-aside units for each Application will be computed by multiplying the total number of units within the proposed Development by the highest Total Set-Aside Percentage the

Applicant committed to as stated in the last row of the set-aside breakdown chart in the Set-Aside Commitment section of the Application. Results that are not a whole number will be rounded up to the next whole number.

b. A/B Leveraging Classification:

All eligible Applications will be classified as either Group A or Group B based on the amount of total Corporation funding per set-aside unit, as outlined below:

- (1) If the Development is not located in a HUD designated HCA, the Eligible Housing Credit Request Amount will be multiplied by 9.0. If the Development is located in a HUD designated HCA, the Eligible Housing Credit Request Amount will be multiplied by 9.0 and that product will be divided by 1.3.
- (2) The total Corporation funding amount may be further adjusted as outlined below. NOTE: If a proposed Development meets all of the requirements of both (a) and (c), the total Corporation funding amount will be multiplied by 0.65. If a proposed Development meets all of the requirements of both (b) and (c), the total Corporation funding amount will be multiplied by 0.785.
  - (a) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.65:
    - Applicant selected the High-Rise Development Type, and
    - Applicant selected the Development Category of New Construction or selected and qualified for the Development Category of Redevelopment or Acquisition and Redevelopment.or
  - (b) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.785:
    - Applicant selected the Mid-Rise with Elevator (a building comprised of 5 or 6 stories) Development Type and at least 90 percent of the total units are in these Mid-Rise building(s), and
    - Applicant selected the Development Category of New Construction or selected and qualified for the Development Category of Redevelopment or Acquisition and Redevelopment.or
  - (c) If the proposed Development meets all of the following requirements, the total Corporation funding amount will be multiplied by 0.865:
    - Applicant selected the Development Category of New Construction or selected and qualified for the Development Category of Redevelopment or Acquisition and Redevelopment, and
    - The proposed Development met the requirements to be considered concrete construction.
- (3) All eligible Applications will be divided into two (2) lists: the “New Construction List” consisting of the eligible Applications with the Development Category of New Construction, Redevelopment, and Acquisition and Redevelopment, and the “Rehabilitation List”

consisting of the eligible Applications with the Development Category of Rehabilitation and Acquisition and Rehabilitation.

(a) The New Construction List will be compiled as follows:

The eligible Applications will be listed in ascending order beginning with the Application that has the lowest amount of total Corporation funding per set-aside unit and ending with the Application that has the highest amount of total Corporation funding per set-aside unit.

The total number of Applications on the New Construction List will be multiplied by 80 percent and the resulting figure will be rounded up to the next whole number (the resulting figure after rounding will be referred to as the “New Construction A/B Cut-Off”). A line will be drawn below the Application whose place on the list is equal to the New Construction A/B Cut-Off. If any Application(s) below the line has the same total Corporation funding request per set-aside unit as the Application immediately above the line, the line will be moved to a place immediately below that Application(s). Applications above the New Construction A/B Cut-Off will be classified as Group A and Applications below the New Construction A/B Cut-Off will be classified as Group B.

(b) The Rehabilitation List will be compiled as follows:

The eligible Applications will be listed in ascending order beginning with the Application that has the lowest amount of total Corporation funding per set-aside unit and ending with the Application that has the highest amount of total Corporation funding per set-aside unit.

The total number of Applications on the Rehabilitation List will be multiplied by 80 percent and the resulting figure will be rounded up to the next whole number (the resulting figure after rounding will be referred to as the “Rehabilitation A/B Cut-Off”). A line will be drawn below the Application whose place on the list is equal to the Rehabilitation A/B Cut-Off. If any Application(s) below the line has the same total Corporation funding request per set-aside unit as the Application immediately above the line, the line will be moved to a place immediately below that Application(s). Applications above the Rehabilitation A/B Cut-Off will be classified as Group A and Applications below the Rehabilitation A/B Cut-Off will be classified as Group B.

The New Construction List and the Rehabilitation List will then be merged to form one list.

#### **10. Florida Job Creation Funding Preference:**

Each Application will be measured to determine whether it qualifies for the Florida Job Creation Funding Preference. To determine eligibility for the preference, the Corporation will calculate the Application’s Florida Job Creation score, which will reflect the number of Florida jobs per \$1 million of implied eligible housing credit equity. All Applications must earn a Florida Job Creation score equal to or greater than 13 to qualify for the Florida Job Creation Preference in Section Four B of the RFA.

Determination of the Florida Job Creation score will be based on the following information:

- The number of new construction and/or rehabilitation units committed to by the Applicant (as stated by the Applicant at question 5.e. of Exhibit A of the RFA);
- The applicable Florida job creation rate for the type of units:

- Rate of 3.811 Florida Jobs per Unit for proposed new construction units;
- Rate of 1.916 Florida Jobs per Unit for proposed rehabilitation units; and
- The Eligible Housing Credit Request Amount.

The score for the Florida Rate of Job Creation per \$1 million of implied eligible housing credit equity will be measured using one of the following calculations:

- a. Developments consisting of only new construction units:

Number of new construction units x 3.811 Florida Jobs per Unit x 1,000,000 / (the Eligible Housing Credit Request Amount x 9.0) = Florida Jobs per \$1 million of Housing Credit Allocation.

For example:

Application A consists of 70 new construction units and has an Eligible Housing Credit Request Amount of \$2,100,000.

$$70 \times 3.811 \times 1,000,000 / (2,100,000 \times 9.0) = \text{Florida Job Creation score of } 14.11.$$

- b. Developments consisting of only rehabilitation units:

Number of rehabilitation units x 1.916 Florida Jobs per Unit x 1,000,000 / (the Eligible Housing Credit Request Amount x 9.0) = Florida Jobs per \$1 million of Housing Credit Allocation.

For example:

Application B consists of 92 rehabilitation units and has an Eligible Housing Credit Request Amount of \$1,400,000.

$$92 \times 1.916 \times 1,000,000 / (1,400,000 \times 9.0) = \text{Florida Job Creation score of } 13.99.$$

- c. Developments consisting of both new construction units and rehabilitation units:

(Number of new construction units x 3.811 Florida Jobs per Unit + number of rehabilitation units x 1.916 Florida Jobs per Unit) x 1,000,000 / (the Eligible Housing Credit Request Amount x 9.0) = Florida Jobs per \$1 million of Housing Credit Allocation.

For example:

Application C consists of 32 new construction units and 48 rehabilitation units and has an Eligible Housing Credit Request Amount of \$1,800,000.

$$[(32 \times 3.811) + (48 \times 1.916)] \times 1,000,000 / (1,800,000 \times 9.0) = \text{Florida Job Creation score of } 13.20.$$

In above examples, all Applications will qualify for the Job Creation Funding Preference because each has a Florida Job Creation score that is at least 13.

## 11. Fees:

The Corporation and, if applicable, the Credit Underwriter shall collect via check or money order from the Applicant the following fees and charges in conjunction with this RFA. Failure to pay any fee shall cause the Housing Credit allocation to be withdrawn as outlined in the Carryover Allocation

Agreement and the credit underwriting and program requirements outlined in Rule Chapter 67-48, F.A.C.

a. Application Fee:

All Applicants requesting HC shall submit to the Corporation as a part of the Application submission a non-refundable Application fee of \$3,000.

b. Credit Underwriting Fees:

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be determined based on the current contract, including any addendum for services between the Corporation and the Credit Underwriter(s) in effect at the time underwriting begins.

(1) Initial fee: \$11,661

(2) Re-underwriting fee: \$169 per hour, not to exceed \$7,513

If a Housing Credit Development involves Scattered Sites of units within a single market area, a single credit underwriting fee shall be charged. Any Housing Credit Development requiring further analysis by the Credit Underwriter pursuant to Section 42(m)(2) of the IRC will be subject to an hourly fee of \$169. All credit underwriting fees shall be paid by the Applicant prior to the performance of the analysis by the Credit Underwriter.

(3) Extraordinary Services fee: \$169 per hour

c. Administrative Fees:

With respect to the HC Program, each for-profit Applicant shall submit to the Corporation a non-refundable administrative fee in the amount of 9 percent of the annual Housing Credit Allocation amount stated in the Preliminary Allocation. The administrative fee shall be 5.5 percent of the stated annual Housing Credit Allocation for Non-Profit Applicants. The administrative fee must be received by the Corporation as stated in the Preliminary Allocation. In the event the Final Housing Credit Allocation amount exceeds the annual Housing Credit Allocation amount stated in the Preliminary Allocation, the Applicant is responsible for paying the applicable administrative fee on the excess amount before IRS Forms 8609 are issued for the Development.

Note: If the Applicant elects to submit the \$25,000 Application Withdrawal Cash Deposit, as outlined in Sections Three A.3. and Four A.1.a. of the RFA, the deposit shall not be credited toward the Applicant's Administrative Fee payment.

d. Construction Inspection Fees:

The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing your pro-forma in the Application. The actual fees will be based on the current contract, including any addendum, for services between the Corporation and the Servicer(s).

On-site construction inspection - \$169 per hour, not to exceed \$1,686 per inspection.

e. Compliance Monitoring Fees:



The following fees are not the fees that will be charged, but are listed below for estimation purposes of completing the pro-forma in the Application. The actual fees and percentage increases will be determined based on the current contract, including any addendum for services between the Corporation and the Compliance Monitor(s).

(1) Pre-Final Allocation Fee –

Pre-final allocation compliance monitoring fee comprised of a base fee of \$1,896 + an additional fee per set-aside unit of \$9.68, subject to a minimum of \$2,964, to be collected as stated in the Preliminary Housing Credit Allocation or Carryover Allocation Agreement.

(2) HC Compliance Monitoring Fee –

(a) All Developments other than RD – The annual fee to be comprised of a base fee of \$158 per month + an additional fee per set-aside unit of \$9.68 per year, subject to a minimum of \$247 per month, and includes an automatic annual increase of 3 percent of the prior year's fee. Since fees for the full Housing Credit Extended Use Period will be collected at final allocation, the fee amount is discounted at a rate of 2 percent and based upon the payment stream from the Corporation to the monitoring agent.

(b) RD Developments - The annual fee is \$450 per year. Since fees for the full Housing Credit Extended Use Period will be collected at final allocation, the fee amount is discounted at a rate of 2 percent and based upon the payment stream from the Corporation to the monitoring agent

Note: Upon prepayment or repayment of the RD loan, the previously identified RD Development will be identified as a non-RD Development and the annual compliance monitoring fee will be adjusted accordingly. The compliance monitoring fee as described in (a) above for the remaining Housing Credit Extended Use Period will be due and payable in full upon billing sent directly to the Development.

(3) Follow-up Review - \$169 per hour

f. Additional HC Fees:

(1) If the Applicant requests permission to return its HC allocation and receive a new HC allocation and such request is approved, whether by the Executive Director in accordance with the QAP or as approved by the Board, the Applicant will be charged a nonrefundable processing fee of \$15,000 per request.

(2) HC Applicants shall be responsible for all processing fees related to the HC Program.

**12. Additional Requirements:**

a. Progress Report - Form Q/M Report:

Each Competitive Housing Credit Development shall be required to complete and submit to the Corporation progress reports, pursuant to Rule 67-48.028, F.A.C., using Form Q/M Report, effective January 2007. The form is available on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/RelatedForms/> (also accessible by clicking [here](#)).

b. Eligible Reserve for Replacement Items:

The replacement reserve funds required by subsection 67-48.0072(13), F.A.C., are not to be used by the Applicant for normal maintenance and repairs, but shall be used for structural building repairs, major building systems replacements and other items included on the Eligible Reserve for Replacement Items list, effective October 15, 2010. The list is available on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/OtherInformation/> (also accessible by clicking [here](#)).

c. Final Cost Certification Application Package (Form FCCAP):

In accordance with Rule 67-48.023, F.A.C., the Final Cost Certification Application Package (Form FCCAP), Rev. October 2014, shall be used by an Applicant to itemize all expenses incurred in association with construction or Rehabilitation of a Housing Credit Development, including Developer and General Contractor fees as described in Rule 67-48.0072, F.A.C., and shall be submitted to the Corporation by the earlier of the following two (2) dates:

- (1) The date that is 75 Calendar Days after all the buildings in the Development have been placed in service, or
- (2) The date that is 30 Calendar Days before the end of the calendar year for which the Final Housing Credit Allocation is requested.

The Corporation may grant extensions for good cause upon written request.

The FCCAP shall be completed, executed and submitted to the Corporation in both hard copy format and electronic files of the Microsoft Excel spreadsheets for the HC Development Final Cost Certification (DFCC) and the General Contractor Cost Certification (GCCC) included in the form package, along with the executed Extended Use Agreement and appropriate recording fees, IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries, a copy of the syndication agreement disclosing the rate and all terms, the required certified public accountant opinion letter for both the DFCC and GCCC, an unqualified audit report prepared by an independent certified public accountant for both the DFCC and GCCC, photographs of the completed Development, the monitoring fee, and documentation of the placed-in-service date as specified in the Form FCCAP instructions. The Final Housing Credit Allocation will not be issued until such time as all required items are received and processed by the Corporation. Form FCCAP, Rev. October 2014, is available on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/RelatedForms/> (also accessible by clicking [here](#)).

d. Financial Reporting Form SR-1:

Pursuant to subsection 67-48.023(9), F.A.C., annually, within 151 Calendar Days following the Applicant's fiscal year end, the Applicant shall provide the Corporation with an audited financial statement and a fully completed and executed Financial Reporting Form SR-1, Rev. 05-14. The audited financial statement and a copy of the signed Form SR-1, with Parts 1, 2, and 5 completed, shall be submitted in both PDF format and in electronic form as a Microsoft Excel spreadsheet to the Corporation at the following web address: [financial.reporting@floridahousing.org](mailto:financial.reporting@floridahousing.org).

The Financial Reporting Form SR-1 is available on the Corporation's Website <http://www.floridahousing.org/PropertyOwnersAndManagers/Forms/> (also accessible by clicking [here](#)).

### **13. Remaining Members of Development Team and Environmental Site Assessment:**

Within 21 Calendar Days of the date of the invitation to enter credit underwriting, the following information must be provided to the Corporation:

a. Identity of the Remaining Members of the Development Team:

For purposes of this provision, the Applicant must use the certification forms (Forms Rev. 01-14) which are available on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/RelatedForms/> (also accessible by clicking [here](#)). Note: The use of any prior version of these forms will not be acceptable to meet this requirement.

- (1) Identify any inexperienced co-Developer(s) by providing the name, address, telephone and facsimile numbers, e-mail address, and the relationship of the co-Developer to the Applicant.
- (2) Identify the General Contractor by providing the completed and executed Florida Housing Finance Corporation General Contractor or Qualifying Agent of General Contractor Certification form.
- (3) Identify the Architect by providing the completed and executed Florida Housing Finance Corporation Architect Certification form.
- (4) Identify the Attorney by providing the completed and executed Florida Housing Finance Corporation Attorney Certification for Housing Credits form.
- (5) Identify the Accountant by providing the completed and executed Florida Housing Finance Corporation Certification of Accountant form.
- (6) Identify the Service Provider by providing the completed and executed Florida Housing Finance Corporation Service Provider or Principal of Service Provider Certification form (for Elderly ALF Developments only).

b. Environmental Site Assessment:

The Applicant must provide to the Corporation the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form, and, if applicable, the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase II Environmental Site Assessment form. Note: If a Phase II ESA is required, but has not been completed by the stated deadline, the Applicant must contact Corporation staff to request an extension for submission of the Phase II ESA form.

For purposes of this provision, the Applicant must use the Phase I and Phase II Environmental Assessment forms (Forms Rev. 11-14) which are available on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-107/RelatedForms/> (also accessible by clicking [here](#)). Note: The use of any prior version of these forms will not be acceptable to meet this requirement.

### **14. \$25,000 Letter of Credit:**

As outlined in Section Three A.4. of the RFA, the required Letter of Credit must be, in form, content and amount, the same as the following Sample Letter of Credit:

(Issuing Bank's Letterhead)

**Irrevocable Unconditional Letter of Credit**

To/Beneficiary: Florida Housing Finance Corporation      Issue Date: *[a date that is no later than November 5, 2015]*  
Attention: Director of Multifamily Programs  
227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301

Letter of Credit No.: \_\_\_\_\_      Expiration Date: *[a date that is no earlier than November 5, 2016]*

Issuing Bank: \_\_\_\_\_

Florida Presentation Office: \_\_\_\_\_

FHFC RFA # 2015-107

Applicant: \_\_\_\_\_

Development: \_\_\_\_\_

Gentlemen:

For the account of the Applicant, we, the Issuing Bank, hereby authorize Florida Housing Finance Corporation to draw on us at sight up to an aggregate amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00).

This letter of credit is irrevocable, unconditional, and nontransferable.

Drafts drawn under this letter of credit must specify the letter of credit number and be presented at our Florida Presentation Office identified above not later than the Expiration Date. Any sight draft may be presented to us by electronic, reprographic, computerized or automated system, or by carbon copy, but in any event must visibly bear the word "original". If the document is signed, the signature may consist of (or may appear to us as) an original handwritten signature, a facsimile signature or any other mechanical or electronic method of authentication.

Payment against this letter of credit may be made by wire transfer of immediately available funds to the account specified by you, or by deposit of same day funds in a designated account you maintain with us.

Unless we notify you in writing at least thirty (30) days prior to the Expiration Date, the Expiration Date of this letter of credit must be extended automatically for successive one-month periods.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that sight drafts drawn under, and in compliance with, the terms of this letter of credit will be duly honored at the Presentation Office.

We are an FDIC insured bank, and our Florida Presentation Office is located in Florida as identified above.

Yours very truly,

[Issuing Bank]

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

**Exhibit A to RFA 2015-107- Housing Credit Financing for Affordable Housing Developments located in Broward, Duval, Hillsborough, Orange, Palm Beach and Pinellas Counties**

**1. Submission Requirements:**

a. Application Withdrawal Disincentive:

The Applicant must indicate which of the following it elects to provide in the Application labeled "Original Hard Copy:"

- (1) \$25,000 Application Withdrawal Cash Deposit, as outlined in Section Three A.3. of the RFA.

Should the Applicant be eligible to receive a refund of the cash deposit, to whom should the refund check be made payable?

American Residential Development, LLC

If this information is not provided in the Application, the Corporation shall make the refund check payable to the Applicant.

or

- (2) \$25,000 Letter of Credit, as outlined in the RFA at Section Three A.4. of the RFA.

b. Applicant Certification and Acknowledgement:

The Applicant must include a signed Applicant Certification and Acknowledgement form as **Attachment 1** to Exhibit A, as outlined in Section Four A.1.b. of the RFA.

**2. Demographic Commitment:**

The Applicant must select one (1) Demographic Category:

- a. Family
- b. Elderly – The Applicant must indicate the type of Elderly Development:
  - (1) Elderly ALF
  - (2) Elderly Non-ALF

**3. Applicant Information:**

a. The Applicant must state the name of the Applicant:

Madison Highlands, LLC



(d) Percentage of Developer's fee that will go to the Non-Profit entity:  %

(e) Year Non-Profit entity was incorporated (yyyy):

(f) Is the Non-Profit entity affiliated with or controlled by a for-profit entity within the meaning of Section 42(h), Internal Revenue Code?

Yes  No

If "Yes," state name of the for-profit entity:

d. Principals for the Applicant and for each Developer:

The Applicant must provide the required information for the Applicant and for each Developer as **Attachment 4**.

e. Contact Person for this Application:

First Name: Patrick

Middle Initial: E.

Last Name: Law

Street Address: 558 W New England Ave., Suite 250

City: Winter Park

State: FL

Zip: 32789

Telephone: 407-333-1440

Facsimile: 407-335-4928

E-Mail Address: Patrick.e.Law@gmail.com

Relationship to Applicant: Manager

#### 4. Developer and Management Company Information:

a. General Developer Information:

(1) The Applicant must state the name of each Developer (including all co-Developers):

American Residential Development, LLC

(2) For each Developer entity listed in question (1) above (that is not a natural person), the Applicant must provide, as **Attachment 5**, the required documentation demonstrating that it is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

(3) General Development Experience:

To be eligible for points, the Applicant must correctly respond to both (a) and (b) below:

- (a) For each experienced Developer entity, the Applicant must provide, as **Attachment 5**, a prior experience chart for at least one (1) experienced Principal of that entity. The prior experience chart for the Principal must reflect the required information for the three (3) completed affordable rental housing developments, one (1) of which must be a Housing Credit development.
- (b) The Applicant must indicate whether the Developer Experience Withdrawal Disincentive criteria outlined in Section Four A.4.a.(3)(b) of the RFA is met.

Yes                       No

b. General Management Company Information:

- (1) The Applicant must state the name of the Management Company:

Leland Enterprises, Inc.

- (2) The Applicant must provide, as **Attachment 6**, a prior experience chart for the Management Company or a principal of the Management Company reflecting the required information as outlined in Section Four A.4.b. of the RFA.

**5. General Development Information:**

- a. The Applicant must state the name of the proposed Development:

Madison Highlands

- b. Location of Development Site:

- (1) The Applicant must indicate the County: Hillsborough

- (2) Address of Development Site:

The Applicant must state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of county:

5315 N 37th Street, Tampa, FL 33610

- c. Development Category / Rental Assistance (RA) Level / Concrete Construction:

- (1) The Applicant must select one (1) applicable Development Category New construction and provide the required information as **Attachment 7**.

Note: The Applicant should refer to Section Four A.5.c. of the RFA before making a selection.

- (2) If Rehabilitation or Acquisition and Rehabilitation is selected at (1) above, the following information must be provided:



(a) The Applicant must indicate the estimated qualified basis in Rehabilitation expenses per set aside unit within one 24-month period for the buildings(s) being rehabilitated: [Click here to enter text.](#)

(b) Was the existing building(s) to be rehabilitated originally built in 1995 or earlier, either originally financed or is it currently financed through one or more of the following HUD or RD programs: sections 202, 236, 514, 515, 516, 811, or either has PBRA or is public housing assisted through ACC, and the proposed Development did not close on funding from HUD or RD after 1995 where the budget was at least \$10,000 per unit for rehabilitation in any year?

Yes  No

(3) Does the proposed Development meet the requirements to be considered to be concrete construction?

Yes  No

Note: The Applicant should refer to Section Four A.5.c.(3) of the RFA before making a selection.

d. The Applicant must select one (1) applicable Development Type: Mid-Rise, 5 to 6-stories

Note: The Applicant should refer to Section Four A.5.d. of the RFA before making a selection.

e. Number of Units in Proposed Development:

(1) The Applicant must state the total number of units: 102

(2) The Applicant must select the applicable item below:

(a) Proposed Development consists of 100% new construction units

(b) Proposed Development consists of 100% rehabilitation units

(c) Proposed Development consists of a combination of new construction units and rehabilitation units. State the quantity of each type:

[Click here to enter text.](#) new construction units and [Click here to enter text.](#) rehabilitation units

(3) The Applicant must indicate which of the following applies with regard to the occupancy status of any existing units:

(a) Existing units are currently occupied

(b) Existing units are not currently occupied

(c) There are no existing units

f. Ability to Proceed:

As outlined in Section Four A.5.f. of the RFA, the Applicant must provide the following information to demonstrate Ability to Proceed:

- (1) Status of Site Plan Approval or Plat Approval. The Applicant must provide, as **Attachment 8** to Exhibit A, the applicable properly completed and executed verification form: (a) Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (Form Rev. 11-14) or (b) Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Residential Rental Developments form (Form Rev. 11-14).
- (2) Appropriate Zoning. The Applicant must provide, as **Attachment 9** to Exhibit A, the applicable properly completed and executed verification form: (a) Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 11-14) or (b) Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form (Form Rev. 11-14).
- (3) Availability of Electricity. The Applicant must provide, as **Attachment 10** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 11-14).
- (4) Availability of Water. The Applicant must provide, as **Attachment 11** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 11-14).
- (5) Availability of Sewer. The Applicant must provide, as **Attachment 12** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 11-14).
- (6) Availability of Roads. The Applicant must provide, as **Attachment 13** to Exhibit A, an acceptable letter from the Local Government or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 11-14).

**6. Proximity:**

In order for Applications for proposed Developments located in the City of Belle Glade or the City of South Bay in Palm Beach County to meet the Mandatory requirement to provide a Development Location Point and to automatically achieve the required Minimum Transit Service Score and the Minimum Total Proximity Score and receive the Maximum Total Proximity Score of 18 points, the Applicant must provide, as **Attachment 14**, the required letter from the City of Belle Glade or the City of South Bay, and the properly completed and executed Surveyor Certification form (Form Rev. 07-15), as outlined in Section Four A.6.a.(1) of the RFA.

In order for Applications for proposed Developments located in any jurisdiction other than the City of Belle Glade or the City of South Bay to meet the Mandatory requirement to provide a Development Location Point and to be eligible for proximity points that are not automatically awarded, the

Applicant must provide an acceptable Surveyor Certification form as **Attachment 14**, as outlined in Section Four A.6.a.(2) of the RFA. The form must reflect the Development Location Point and, if applicable, the Services information for the Bus or Rail Transit Service (if Private Transportation is not selected at question 6.b. below) and Community Services for which the Applicant is seeking points.

a. PHA or RD Proximity Point Boost:

If the proposed Development qualifies for the PHA Point Boost or the RD Point Boost, select (1) or (2) below and provide the required information.

- (1) PHA Point Boost - The proposed Development qualifies for the PHA Point Boost because all of the units in the proposed Development are located on a site(s) with an existing Declaration of Trust between a Public Housing Authority and HUD as demonstrated in the letter provided as **Attachment 14** (as outlined in Section Four A.6.b.(1)(a) of the RFA).
- (2) RD Point Boost – The proposed Development qualifies for the RD Point Boost because the property has existing RD 515 funding as demonstrated in the letter provided as Attachment 18 (as outlined in Sections Four A.6.b.(1)(b) and Four A.11.b.(3)(b) of the RFA).

b. Private Transportation Transit Service:

If the Applicant selected the Elderly Demographic (ALF or Non-ALF) at question 2.b. above, does the Applicant commit to provide private transportation, as outlined in Section Four A.6.c.(1)(a), as its Transit Service?

- Yes       No

c. Mandatory Distance Requirement:

For proximity of the proposed Development to the closest Development latitude and longitude coordinates identified on the September 21, 2015 FHFC Development Proximity List, indicate which of the following applies to this Application.

(1) Applications Eligible for Automatic Qualification:

Applicants that are eligible to select (a) or (b) below will be eligible for the automatic qualification for the Mandatory Distance Requirement.

- (a) The Applicant selected the Rehabilitation or Acquisition and Rehabilitation Development Category at question 5.c.(1) of Exhibit A, the proposed Development involves the Rehabilitation of an existing, occupied residential rental property in operation as of the Application Deadline and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart at question 7.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed

Development consists of a total of 250 units or less, unless further restricted by the Elderly Demographic requirements outlined in Exhibit C.

- (b) The Applicant selected the Redevelopment or Acquisition and Redevelopment Development Category at question 5.c.(1) of Exhibit A and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart at question 7.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed Development consists of a total of 250 units or less, unless further restricted by the Elderly Demographic requirements outlined in Exhibit C.
- (c) The proposed Development is located within the city limits of the City of Belle Glade or the City of South Bay, as demonstrated by the documentation provided as Attachment 14.

Note: RA Levels are described in Section Four A.5.c.(2) of the RFA.

(2) Applications Not Eligible for Automatic Qualification:

Applicants that are not eligible for the automatic qualification for the Mandatory Distance Requirement should follow the instructions outlined in Section Four A.6.d.(2) of the RFA to determine whether the Application meets the Mandatory Distance Requirement and answer the following question:

Do the proposed Development and any Development(s) on the List have one or more of the same Financial Beneficiaries and meet at least one (1) of the following criteria: (a) they are contiguous or divided by a street, and/or (b) they are divided by a prior phase of the proposed Development?

- Yes       No

If “Yes”, the Applicant must identify the specific Development(s) on the List that it wishes to disregard (as outlined in Section Four A.6.d.(2) of the RFA):

[Click here to enter text.](#)

**7. Set-Aside Commitments:**

a. Minimum Set-Aside per Section 42 of the IRC:

The Applicant must select one of the following:

- 20% of units at 50% Area Median Income (AMI) or lower
- 40% of units at 60% AMI or lower
- Deep rent skewing option as defined in Section 42 of the IRC, as amended

b. Total Set-Aside Breakdown Chart:

The Applicant must reflect on the Total Set-Aside Breakdown Chart below all income set-aside commitments (required set-asides and additional set-asides, including all required ELI set-asides, as well as the total set-aside percentage) by listing the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level:

| Total Set-Aside Breakdown Chart |                 |
|---------------------------------|-----------------|
| Percentage of Residential Units | AMI Level       |
| Enter Number %                  | At or Below 25% |
| Enter Number %                  | At or Below 28% |
| Enter Number %                  | At or Below 30% |
| Enter Number %                  | At or Below 33% |
| Enter Number %                  | At or Below 35% |
| 10 %                            | At or Below 40% |
| Enter Number %                  | At or Below 45% |
| Enter Number %                  | At or Below 50% |
| 90 %                            | At or Below 60% |
| Total Set-Aside Percentage:     | 100 %           |

Note: The Applicant should refer to Section Four A.7.b. of the RFA before completing this chart.

**8. Site Control:**

The Applicant must demonstrate site control by providing the following documentation as **Attachment 15**, as outlined at Section Four A.8. of the RFA:

- a. A fully executed eligible contract for purchase and sale for the subject property; and/or
- b. A recorded deed or recorded certificate of title; and/or
- c. A copy of the fully executed long-term lease.

**9. Construction Features and Resident Programs:**

a. Construction Features:

(1) If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 5.c.(1) above, the Applicant must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10.

- Programmable thermostat in each unit (2 points)
- Humidistat in each unit (2 points)
- Water Sense certified dual flush toilets in all bathrooms (2 points)
- Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
- Energy Star qualified roof coating (2 points) \*
- Energy Star qualified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) \*
- Eco-friendly cabinets – formaldehyde free and material must be certified by the Forest Stewardship Council or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)

- Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)
- High Efficiency HVAC with SEER of at least 16 (2 points) \*\*
- Energy efficient windows in each unit (3 points) †
- Florida Yards and Neighborhoods certification on all landscaping (2 points)
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

\*The Applicant may choose only one option related to Energy Star qualified roofing.

\*\*Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments in Exhibit C.

†See specific requirements per Development Type at Section Four A.9.a.(1) of the RFA.

or

- (2) If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 5.c.(1) above, the Applicant must indicate its commitment to achieve one of the following Green Building Certification programs: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS). Does the Applicant commit to achieve one of these programs?

Yes

No

b. Resident Programs:

- (1) If the Applicant selected the Family Demographic at question 2.a. above, the Applicant must select at least three (3) of the following resident programs (which are described at Section Four A.9.b.(1) of the RFA):

- After School Program for Children
- Literacy Training
- Employment Assistance Program
- Family Support Coordinator

- (2) If the Applicant selected the Elderly Non-ALF Demographic at question 2.b.(2) above, the Applicant must select at least three (3) of the following resident programs (which are described at Section Four A.9.b.(2) of the RFA):

- Literacy Training
- Computer Training
- Daily Activities
- Assistance with Light Housekeeping, Grocery Shopping and/or Laundry
- Resident Assurance Check-In Program

**10. Local Government Contributions:**

a. Applicants Eligible for Automatic Points:

If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 5.c.(1) above, the Application will automatically receive maximum points.

b. Applicants Not Eligible for Automatic Points:

If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 5.c.(1) above, has a Local Government committed to provide a contribution to the proposed Development?

Yes  No

If "Yes", in order to be considered for points for this section of the RFA, the Applicant must provide the following applicable Local Government Verification of Contribution form(s) as **Attachment 16**:

- (1) Local Government Verification of Contribution – Grant Form;
- (2) Local Government Verification of Contribution – Fee Waiver Form;
- (3) Local Government Verification of Contribution – Loan Form; and/or
- (4) Local Government Verification of Contribution – Fee Deferral Form.

c. Duval County Local Government Qualifying Financial Assistance Funding Preference:

If the proposed Development is located in Duval County, has the Applicant provided Local Government Verification of Contribution forms for cash grants and/or cash loans where the total of the face amounts of these cash contributions is equal to or greater than the minimum qualifying amounts for the proposed Development's Building Type as listed on the table in Section Four, A.10.c. of the RFA?

Yes  No

**11. Funding:**

a. State the Applicant's Housing Credit Request Amount (annual amount): \$ 2,040,000.00

(1) Difficult Development Area (DDA) and Qualified Census Tract (QCT):

(a) Is the proposed Development located in a HUD-designated DDA, as defined in Section 42(d)(5)(B)(iii), IRC, as amended?

Yes  No

If "Yes", indicate which DDA: Tampa-St. Petersburg-Clearwater, FLMSA

(b) If the proposed Development is not located in a HUD-designated DDA (as indicated by the Applicant in question (a) above), is it located in a QCT as defined in Section 42(d)(5)(B)(ii) of the IRC, as amended?

Yes  No

If “Yes”, indicate the QCT Number: [Click here to enter text.](#) and provide a copy of a letter from the local planning office or census bureau which verifies that the proposed Development is located in the referenced QCT as **Attachment 17**.

(2) Multiphase Development:

If the proposed Development is a phase of a multiphase Development, as outlined in Section Four A.11.a.(2) of the RFA, indicate which of the following applies:

- (a) The proposed Development is the first phase of a multiphase Development eligible for the HC boost.

or

- (b) The proposed Development is a subsequent phase of a multiphase Development eligible for the HC boost.

b. Other Funding:

(1) If a PLP loan has been awarded for this Development, provide the following information:

|   |  |
|---|--|
| Corporation File #                        | Amount of Funding                            |
| <a href="#">Click here to enter text.</a> | \$ <a href="#">Click here to enter text.</a> |

(2) If any other Corporation funds will be incorporated as a source of financing for the proposed Development, provide the information in the chart below:

| Corporation Program | Corporation File No.           | Amount of Funding               |
|---------------------|--------------------------------|---------------------------------|
| SAIL                | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |
| HOME-Rental         | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |
| MMRB                | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |
| EHCL                | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |

(3) If the proposed Development is assisted with funding under the United States Department of Agriculture RD 515 Program and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation as **Attachment 18** to Exhibit A.

- RD 515                       RD 538

c. Finance Documents:

The Applicant must complete the Development Cost Pro-Forma, the Detail/Explanation Sheet, if applicable, the Construction or Rehab Analysis, and the Permanent Analysis.

d. Non-Corporation Funding Proposals:

The Applicant must attach all funding proposals executed by the lender(s) or other source(s). Insert the documentation for each source as a separate attachment to Exhibit A, beginning with **Attachment 19**, and continuing with sequentially numbered attachments for each additional funding source.

e. Per Unit Construction Funding Preference:



Does the proposed Development qualify for the Per Unit Construction Funding Preference, as outlined at Section Four A.11.e. of the RFA?

Yes       No

\*\*\*\*\*

**Addenda**

The Applicant may use the space below to provide any additional information or explanatory addendum for items in the Application. Please specify the particular Item to which the additional information or explanatory addendum applies.

[Click here to enter text.](#)

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 1 of 4)

- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C. Any portion of the fee that has been deferred must be included in Total Development Cost.
  - (2) Because Housing Credit equity is being used as a source of financing, complete Columns 1 and 2.
  - (3) General Contractor's fee is limited to 14% of actual construction cost (A.1.1. Column 3). The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
  - (4) In reference to impact fees, a tax professional's advice should be sought regarding eligibility of these fees.
  - (5) For Application purposes, the maximum hard cost contingency allowed cannot exceed (i) 5% for Developments where 50% or more of the units are new construction, or (ii) 15% for Developments where less than 50% of the units are new construction. In any case, the maximum soft cost contingency allowed cannot exceed 5%. Hard costs are represented by the total of A1.3. TOTAL ACTUAL CONSTRUCTION COSTS and soft costs are represented by the total of A2. TOTAL GENERAL DEVELOPMENT COST. Limitations on these cost line items post-Application are provided in Rule Chapter 67-48, F.A.C. Operating Deficit Reserves (ODR) are not to be included in C. DEVELOPMENT COST and cannot be used in determining the maximum Developer fee. An ODR, if necessary, will be sized in credit underwriting and may be different than the Application limit.
  - (6) Because Housing Credit equity is being used as a source of financing, an estimated compliance fee should be included in column 2.
  - (7) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF \* ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL              |
|--|-------------------------------|-------------------------------|-------------------------|
| <b>DEVELOPMENT COSTS</b>   |                               |                               |                         |
| <i>Actual Construction Costs</i>   |                               |                               |                         |
| Accessory Buildings  | _____                         | _____                         | _____                   |
| Demolition   | _____                         | _____                         | _____                   |
| New Rental Units   | 14,392,500.00                 | _____                         | 14,392,500.00           |
| <b>*Off-Site Work (explain in detail)</b>  | _____                         | _____                         | _____                   |
| Recreational Amenities   | 300,000.00                    | _____                         | 300,000.00              |
| Rehab of Existing Common Areas   | _____                         | _____                         | _____                   |
| Rehab of Existing Rental Units   | _____                         | _____                         | _____                   |
| Site Work  | _____                         | _____                         | _____                   |
| <b>*Other (explain in detail)</b>  | _____                         | _____                         | _____                   |
| <b>A1.1. Actual Construction Cost</b>  | <b>\$ 14,692,500.00</b>       | <b>\$ _____</b>               | <b>\$ 14,692,500.00</b> |
| <b>A1.2. General Contractor Fee</b> <small>See Note (3)</small><br>(Max. 14% of A1.1., column 3) | <b>\$ 2,056,950.00</b>        | <b>\$ _____</b>               | <b>\$ 2,056,950.00</b>  |
| <b>A1.3. TOTAL ACTUAL CONSTRUCTION COSTS</b>   | <b>\$ 16,749,450.00</b>       | <b>\$ _____</b>               | <b>\$ 16,749,450.00</b> |
| <i>General Development Costs</i>   |                               |                               |                         |
| Accounting Fees  | 50,000.00                     | _____                         | 50,000.00               |
| Appraisal  | 11,500.00                     | _____                         | 11,500.00               |

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 2 of 4)

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL             |
|--|-------------------------------|-------------------------------|------------------------|
| <i>General Development Costs (Cont'd)</i>              |                               |                               |                        |
| Architect's Fee - Site/Building Design                 | 300,000.00                    |                               | 300,000.00             |
| Architect's Fee - Supervision                          | 35,000.00                     |                               | 35,000.00              |
| Builder's Risk Insurance                               | 65,000.00                     |                               | 65,000.00              |
| Building Permit  | 50,134.22                     |                               | 50,134.22              |
| Brokerage Fees - Land/Buildings                        |                               |                               |                        |
| Capital Needs Assessment                               | 4,500.00                      |                               | 4,500.00               |
| Engineering Fees                                       | 50,000.00                     |                               | 50,000.00              |
| Environmental Report                                   | 7,500.00                      |                               | 7,500.00               |
| FHFC Administrative Fee                                |                               | 183,600.00                    | 183,600.00             |
| FHFC Application Fee                                   |                               | 3,000.00                      | 3,000.00               |
| FHFC Compliance Fee <sup>See Note (6)</sup>            |                               | 203,272.00                    | 203,272.00             |
| FHFC Credit Underwriting Fees                          | 11,661.00                     |                               | 11,661.00              |
| Green Building Certification/<br>HERS Inspection Costs | 20,000.00                     |                               | 20,000.00              |
| <b>*Impact Fees (list in detail)</b>                   | 64,876.00                     |                               | 64,876.00              |
| Inspection Fees  | 30,000.00                     |                               | 30,000.00              |
| Insurance  | 89,750.00                     | 25,000.00                     | 114,750.00             |
| Legal Fees   | 116,900.00                    | 0.00                          | 116,900.00             |
| Market Study   | 12,500.00                     |                               | 12,500.00              |
| Marketing/Advertising                                  |                               | 50,000.00                     | 50,000.00              |
| Property Taxes   | 40,000.00                     | 35,000.00                     | 75,000.00              |
| Soil Test Report                                       | 15,425.00                     |                               | 15,425.00              |
| Survey   | 21,000.00                     |                               | 21,000.00              |
| Title Insurance & Recording Fees                       | 75,000.00                     | 25,000.00                     | 100,000.00             |
| Utility Connection Fee                                 | 162,403.00                    |                               | 162,403.00             |
| <b>*Other (explain in detail)</b>                      |                               |                               |                        |
| <b>A2. TOTAL GENERAL DEVELOPMENT COST</b>              | <b>\$ 1,233,149.22</b>        | <b>\$ 524,872.00</b>          | <b>\$ 1,758,021.22</b> |

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 3 of 4)

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL              |
|--|-------------------------------|-------------------------------|-------------------------|
| <i>Financial Costs</i>   |                               |                               |                         |
| Construction Loan Origination/<br>Commitment Fee(s)  | 99,823.10                     |                               | 99,823.10               |
| Construction Loan Credit<br>Enhancement Fee(s)   |                               |                               |                         |
| Construction Loan Interest   | 300,306.57                    | 49,049.32                     | 349,355.89              |
| Permanent Loan Origination/<br>Commitment Fee(s)   |                               | 23,000.00                     | 23,000.00               |
| Permanent Loan Credit<br>Enhancement Fee(s)  |                               |                               |                         |
| Permanent Loan Closing Costs   |                               | 7,500.00                      | 7,500.00                |
| Bridge Loan Origination/<br>Commitment Fee(s)  |                               |                               |                         |
| Bridge Loan Interest   |                               |                               |                         |
| Non-Permanent Loan(s) Closing<br>Costs   | 20,000.00                     |                               | 20,000.00               |
| *Other (explain in detail)   |                               |                               |                         |
| <b>A3. TOTAL FINANCIAL COSTS</b>   | <b>\$ 420,129.67</b>          | <b>\$ 79,549.32</b>           | <b>\$ 499,678.99</b>    |
| <b>A4. CONTINGENCY RESERVES</b> <small>See Note (5)</small>                                      | <b>\$ 895,151.49</b>          | <b>\$ 30,221.07</b>           | <b>\$ 925,372.56</b>    |
| <b>B1. ACQUISITION COST OF EXISTING<br/>DEVELOPMENTS (EXCLUDING<br/>LAND) Existing Buildings</b> | <b>\$</b>                     | <b>\$</b>                     | <b>\$</b>               |
| <b>B2. *Other (explain in detail)</b>  | <b>\$</b>                     | <b>\$</b>                     | <b>\$</b>               |
| <b>C. DEVELOPMENT COST</b><br>(A1.3+A2+A3+A4+B1+B2)  | <b>\$ 19,297,880.38</b>       | <b>\$ 634,642.39</b>          | <b>\$ 19,932,522.77</b> |
| <b>D. DEVELOPER'S FEE</b> <small>See Note (1)</small>  | <b>\$ 3,092,496.00</b>        | <b>\$ 96,707.00</b>           | <b>\$ 3,189,203.00</b>  |
| <b>E. OPERATING DEFICIT RESERVES</b> <small>See Note (5)</small>                                 |                               |                               |                         |
| <b>F. TOTAL LAND COST</b>  |                               | <b>\$ 700,000.00</b>          | <b>\$ 700,000.00</b>    |
| <b>G. TOTAL DEVELOPMENT COST</b> <small>See Note (7)</small><br>(C+D+E+F)                        | <b>\$ 22,390,376.38</b>       | <b>\$ 1,431,349.39</b>        | <b>\$ 23,821,725.77</b> |

RFA 2015-107 DEVELOPMENT COST PRO FORMA

Detail/Explanation Sheet

Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.

DEVELOPMENT COSTS

**Actual Construction Cost**

(as listed at Item A1.)

Off-Site Work:

Other:

**General Development Costs**

(as listed at Item A2.)

Impact Fees:

Other:

**Financial Costs**

(as listed at Item A3.)

Other:

**Acquisition Cost of Existing Developments**

(as listed at Item B2.)

Other:

NOTE: Neither brokerage fees nor syndication fees can be included in eligible basis. Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer fee. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

RFA 2015-107 DEVELOPMENT COST PRO FORMA

(Page 1 of 2)

CONSTRUCTION/REHAB ANALYSIS

|  | AMOUNT                         | LOCATION OF DOCUMENTATION                                |
|--|--------------------------------|--|
| <b>A. Total Development Costs</b>  | \$ <u>23,821,725.77</u>        |  |
| <b>B. Construction/Rehab Funding Sources:</b>  |                                |  |
| 1. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant. | \$ <u>2,967,903.18</u>         | Attachment <u>20</u>                                     |
| 2. First Mortgage Financing  | \$ <u>2,300,000.00</u>         | Attachment <u>21</u>                                     |
| 3. Second Mortgage Financing   | \$ <u>0.00</u>                 | Attachment _____   |
| 4. Third Mortgage Financing  | \$ _____                       | Attachment _____   |
| 5. Grants  | \$ _____                       | Attachment _____   |
| 6. HC Equity - Partner's Contribution  | \$ _____                       | Attachment _____   |
| 7. HC Equity Bridge Loan   | \$ <u>15,364,619.59</u>        | Attachment <u>21</u>                                     |
| 8. USDA RD Financing:  |                                |  |
| a. RD 515  | \$ _____                       | Attachment _____   |
| b. RD 538  | \$ _____                       | Attachment _____   |
| 9. Other: _____  | \$ _____                       | Attachment _____   |
| 10. Other: _____   | \$ _____                       | Attachment _____   |
| 11. Deferred Developer Fee   | \$ <u>3,189,203.00</u>         |  |
| 12. Total Construction/Rehab Funding Sources   | \$ <u><u>23,821,725.77</u></u> |  |
| <b>C. Construction/Rehab Funding Surplus</b>   |                                |  |
| (B.12. Total Construction/Rehab Funding Sources, less A. Total Development Costs):   | \$ <u><u>0.00</u></u>          | (A negative number here represents a funding shortfall.) |

**Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.**

RFA 2015-107 DEVELOPMENT COST PRO FORMA

(Page 2 of 2)

| PERMANENT ANALYSIS   | AMOUNT                         | LOCATION OF DOCUMENTATION                                |
|--|--------------------------------|--|
| <b>A. Total Development Costs</b>  | <b>\$ <u>23,821,725.77</u></b> |  |
| <b>B. Permanent Funding Sources:</b>   |                                |  |
| 1. HC Syndication/HC Equity Proceeds   | \$ <u>19,786,021.20</u>        | Attachment <u>20</u>                                     |
| 2. First Mortgage Financing  | \$ <u>2,300,000.00</u>         | Attachment <u>21</u>                                     |
| 3. Second Mortgage Financing   | \$ <u>0.00</u>                 | Attachment _____   |
| 4. Third Mortgage Financing  | \$ _____                       | Attachment _____   |
| 5. Grants  | \$ _____                       | Attachment _____   |
| 6. HC Equity - Partner's Contribution  | \$ _____                       | Attachment _____   |
| 7. USDA RD Financing:  |                                |  |
| a. RD 515  | \$ _____                       | Attachment _____   |
| b. RD 538  | \$ _____                       | Attachment _____   |
| 8. Other: _____  | \$ _____                       | Attachment _____   |
| 9. Other: _____  | \$ _____                       | Attachment _____   |
| 10. Deferred Developer Fee   | \$ <u>1,735,704.57</u>         |  |
| 11. Total Permanent Funding Sources  | <b>\$ <u>23,821,725.77</u></b> |  |
| <b>C. Permanent Funding Surplus</b>  |                                |  |
| (B.11. Total Permanent Funding Sources,<br>less A. Total Development Costs): | <b>\$ <u>0.00</u></b>          | (A negative number here represents a funding shortfall.) |

**Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.**

COPY

# **MADISON HIGHLANDS**

## **Hillsborough County**

**RFA 2015-107 HOUSING CREDIT FINANCING FOR AFFORDABLE  
HOUSING DEVELOPMENTS LOCATED IN BROWARD, DUVAL,  
HILLSBOROUGH, ORANGE PALM BEACH AND PINELLAS  
COUNTIES**

MADISON HIGHLANDS, LLC  
558 West New England Avenue, Suite 250  
Winter Park, FL 32789



# Attachment

# 1

### **Applicant Certification and Acknowledgement Form**

1. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
2. The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline shall result in the withdrawal of the invitation to enter credit underwriting.
  - a. Within 7 Calendar Days of the date of the invitation to enter credit underwriting:
    - (1) Name and address of the chief elected official of the local jurisdiction where the proposed Development is located;
    - (2) The unit mix for the proposed Development (number of bedrooms per unit, number of baths per unit, and number of units per bedroom type);
    - (3) The number of buildings with dwelling units; and
    - (4) Notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable.
  - b. Within 21 Calendar Days of the date of the invitation to enter credit underwriting:
    - (1) Certification from a licensed environmental provider confirming that a Phase I environmental site assessment has been performed for the entire Development site, and, if applicable, a Phase II environmental site assessment has been or is being performed, as outlined in Item 13 of Exhibit C of the RFA;
    - (2) Confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
      - (a) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or
      - (b) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;

### **Applicant Certification and Acknowledgement Form**

- (3) Confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;
  - (4) Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both;
  - (5) Notification of the percentage of ownership of the Principals of the Applicant;
  - (6) If the Applicant indicates at question 5.e.(3)(a) of Exhibit A that there are existing occupied units, the Applicant must provide to the Credit Underwriter a plan for relocation of existing tenants, as outlined in Section Four A.5.e.(3) of the RFA;
  - (7) Identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant and, if applicable, Service Provider), as outlined in Item 13 of Exhibit C of the RFA. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;
  - (8) If the Applicant selected the Development Category (at question 5.c.(1) of Exhibit A) of New Construction, Redevelopment, or Acquisition and Redevelopment, as outlined in Section Four A.9.a.(2) of the RFA, the Applicant must advise the Corporation of the specific Green Building Certification Program that it commits to achieve: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS); and
  - (9) If the Applicant indicated at question 11.a.(2) of Exhibit A that the proposed Development is a phase of a multiphase Development, the attorney opinion letter containing the required information must be provided to the Corporation. The Applicant's invitation to enter credit underwriting will outline information that, at a minimum, must be included in the attorney opinion letter.
3. By submitting the Application, the Applicant acknowledges and certifies that:
- a. The proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 as outlined in Item 4 of Exhibit C of the RFA, and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
  - b. If the Elderly (ALF or Non-ALF) Demographic Commitment is selected, the proposed Development must meet all of the Elderly Demographic requirements as outlined in Items 1, 4, and 5 of Exhibit C of the RFA.

### **Applicant Certification and Acknowledgement Form**

- c. The name of the Applicant entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Carryover Allocation Agreement is in effect. In addition, as further outlined in Item 2 of Exhibit C of the RFA, the Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect.
- d. If the Applicant applies as a Non-Profit entity and meets the requirements outlined in Section Four A.3.c. of the RFA to be considered to be a Non-Profit for purposes of this RFA, it must remain a Non-Profit entity and the Non-Profit entity must (i) receive at least 25 percent of the Developer's fee; and (ii) understand that it is the Non-Profit entity's responsibility to contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period.
- e. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney, Accountant, and Service Provider (if the proposed Development is an Elderly Assisted Living Facility), will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.
- f. The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal.
- g. During credit underwriting, all funded Applications will be held to the number of RA units stated in the applicable letter provided by the Applicant as Attachment 7 to Exhibit A. This requirement will apply throughout the entire Compliance Period, subject to Congressional appropriation and continuation of the rental assistance program.
- h. The total number of units stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.
- i. The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in service prior to the year in which it received its allocation.
- j. The proposed Development will include (i) all construction features commitments made by the Applicant at question 9.a. of Exhibit A, and (ii) all required construction features applicable to the proposed Development, as outlined in Item 4 of Exhibit C of the RFA. The quality of the features committed to by the Applicant is subject to approval of the Board of Directors.

### **Applicant Certification and Acknowledgement Form**

- k. The proposed Development will include (i) all resident programs commitments made by the Applicant at question 9.b. of Exhibit A, and (ii) all required resident programs applicable to the Demographic selected, as outlined in Item 5 of Exhibit C of the RFA. The quality of the resident programs committed to by the Applicant is subject to approval of the Board of Directors.
- l. The proposed Development will include the required income set-aside units committed to in the Application. The Total Set-Aside Percentage stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.
- m. The Applicant irrevocably commits to set aside units in the proposed Development for a total of 50 years. Note: in submitting its Application, the Applicant knowingly, voluntarily and irrevocably commits to waive, and does hereby waive, for the duration of the 50-year set aside period the option to convert to market, including any option or right to submit a request for a qualified contract, after year fourteen (14), and any other option, right or process available to the Applicant to terminate (or that would result in the termination of) the 50-year set aside period at any time prior to the expiration of its full term.
- n. The Applicant's commitments will be included in an Extended Use Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
- o. The applicable fees outlined in Item 11 of Exhibit C of the RFA will be due as outlined in this RFA, Rule Chapter 67-48, F.A.C., and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter.
- p. The Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation during the scoring, credit underwriting, and final allocation process, as outlined in Item 8 of Exhibit C of the RFA.
- q. The Applicant agrees and acknowledges that the following information and documentation will be provided as outlined in Item 12 of Exhibit C of the RFA: Progress Report (Form Q/M Report); Final Cost Certification Application Package (Form FCCAP); and Financial Reporting Form SR-1.
- r. The Applicant agrees and acknowledges that it will conform to the requirements regarding the use of replacement reserve funds, as outlined in Item 12 of Exhibit C of the RFA.
- s. The Preliminary Recommendation Letter (PRL) for this Development will be due to the Corporation no later than 12 weeks after the invitation to enter credit underwriting has been accepted. The Applicant is responsible for providing the Credit Underwriter with the information necessary to complete the PRL. If the 12 week deadline cannot be met due to any delay caused by the Applicant, the Applicant must request an extension by submitting a written request and payment of the applicable processing fee to the Corporation.
- t. If the Family or Elderly Non-ALF Demographic Commitment is selected at question 2 of Exhibit A, by the deadline established in the Carryover Allocation Agreement, the Applicant shall (i) develop and execute the required Memorandum of Understanding with a designated Special Needs Household Referral Agency that provides supportive services for Persons with a Disabling Condition for the county where the proposed Development will be located and (ii) demonstrate

### **Applicant Certification and Acknowledgement Form**

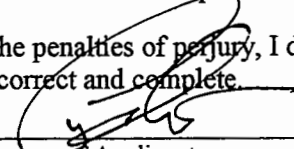
HUD's approval of the owner-adopted preference in admission policies for the Development, as outlined in Section Four A.7.b.(2)(b) of the RFA.

- u. If the Applicant indicated that the proposed Development will be assisted with funding under the RD 538 Program and expects to use such funding as a source of financing, the Section 538 Selection letter sent to the Applicant by RD must be provided to the Credit Underwriter, as outlined in Section Four A.11.b.(3)(c) of the RFA.
  - v. If the Applicant's Housing Credit request is based on the Applicant's contention that the proposed Development is a subsequent phase of a multiphase Development and, during the credit underwriting process, it is determined that the proposed Development does not meet the criteria for such distinction, the Applicant's Competitive Housing Credit award will be rescinded.
4. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
  5. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
  6. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.
  7. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
  8. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
  9. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Form 8821 for all Financial Beneficiaries in order to obtain a recommendation for a Housing Credit Allocation.

**Applicant Certification and Acknowledgement Form**

- 10. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.
- 11. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

|  |   |
|--|---|
| <br>_____<br>Signature of Applicant | PATRICK LAU<br>_____<br>Name (typed or printed) |
| MANAGER<br>_____<br>Title (typed or printed)   |   |

NOTE: The Applicant must provide this form as Attachment 1 to the RFA. The Applicant Certification and Acknowledgement form included in the Application labeled "Original Hard Copy" must contain an original signature (blue ink is preferred).

# Attachment

## 2



# *State of Florida*

## *Department of State*

I certify from the records of this office that MADISON HIGHLANDS, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 27, 2014.

The document number of this limited liability company is L14000134670.

I further certify that said limited liability company has paid all fees due this office through December 31, 2015, that its most recent annual report was filed on April 17, 2015, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Ninth day of October, 2015*



*Ken Detjmer*  
*Secretary of State*

Tracking Number: CU4789006825

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

# Attachment

## 3

**N/A**

# Attachment

4

10-1-15

**List of Limited Liability Company  
Managers & Members for the  
Applicant Entity and Developer Entity**

**Includes All Managers, Members, Officers, Directors or Shareholders**

|  |  | Ownership<br>Interest |
|--|--|-----------------------|
| <b>Applicant Entity:</b>                     | <b>Madison Highlands, LLC</b>                |                       |
| Manager:                                     | Patrick E. Law                               |                       |
| Member:                                      | Patrick E. Law                               | 99.99%                |
| Member:                                      | Madison Highlands Apartments, LLC            | 0.01%                 |
| <hr/>  |  |                       |
| <b>LLC Member of Madison Highlands, LLC:</b> | <b>Madison Highlands Apartments, LLC</b>     |                       |
| Manager:                                     | Patrick E. Law                               |                       |
| Member:                                      | Patrick E. Law                               | 100%                  |
| <br>   |  |                       |
| <b>Developer Entity:</b>                     | <b>American Residential Development, LLC</b> |                       |
| Manager:                                     | Patrick E. Law                               |                       |
| Member:                                      | Patrick E. Law                               | 100%                  |

# Attachment

5

## Prior General Development Experience Chart

**Name of Principal with the Required Experience:** Patrick E. Law

**Name of Developer Entity (for the proposed Development) for which the above Party is a Principal:** American Residential Development, LLC

| <b>Name of Development:</b> | <b>Location:<br/>(City &amp; State)</b> | <b>Affordable Housing Program that Provided Financing:</b> | <b>Total Units:</b> | <b>Year Completed:</b> |
|-----------------------------|---|--|---------------------|------------------------|
| 1 Madison Heights           | Tampa, FL                               | LIHTC  | 80                  | 2014                   |
| 2 Madison Reserve           | Spring Hill, FL                         | LIHTC  | 90                  | 2012                   |
| 3 Madison Glen              | Ormond Beach, FL                        | LIHTC  | 96                  | 2011                   |

\* Patrick E. Law, Manager and Member for American Residential Development, LLC (The Developer) was a Principal in each of the affordable housing Developer entities for the projects listed above and has completed at least three (3) Affordable Rental Housing Developments of which all are Housing Credit Developments, since January 1, 2005.

# *State of Florida*

## *Department of State*

I certify from the records of this office that MADISON HIGHLANDS, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 27, 2014.

The document number of this limited liability company is L14000134670.

I further certify that said limited liability company has paid all fees due this office through December 31, 2015, that its most recent annual report was filed on April 17, 2015, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Ninth day of October, 2015*



*Ken Ditzner*  
*Secretary of State*

Tracking Number: CU4789006825

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# *Certificate of Status*

I certify from the records of this office that MADISON HIGHLANDS APARTMENTS, LLC, is a limited liability company organized under the laws of the State of Florida, filed electronically on September 25, 2015.

The document number of this company is L15000163930.

I further certify that said company has paid all fees due this office through December 31, 2015, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 150928083908-100277478301#1

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty Eighth day of September, 2015



*Ken Detzner*  
Ken Detzner  
Secretary of State

# *State of Florida*

## *Department of State*

I certify from the records of this office that AMERICAN RESIDENTIAL DEVELOPMENT, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 22, 2014.

The document number of this limited liability company is L14000132259.

I further certify that said limited liability company has paid all fees due this office through December 31, 2015, that its most recent annual report was filed on January 22, 2015, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Ninth day of October, 2015*



*Ken Detzner*  
*Secretary of State*

Tracking Number: CU9397325094

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

# Attachment

6

## Prior General Management Experience Chart

Name of Management Company or a Principal of the Management Company with the Required Experience:

Leland Enterprises, Inc.

|   | <b>Name of Development:</b> | <b>Location:<br/>(City &amp; State)</b> | <b>Currently Managing or Formerly Managed:</b> | <b>Length of Time:<br/>(Years and Months)</b> | <b>Total No. of Units:</b> |
|---|-----------------------------|---|--|---|----------------------------|
| 1 | Madison Reserve             | Spring Hill, FL                         | Currently Managing                             | 3 Years & 6 Months                            | 90                         |
| 2 | Madison Vines               | Ft. Pierce, FL                          | Currently Managing                             | 4 Years & 4 Months                            | 92                         |
| 3 | Madison Glen                | Ormond Beach, FL                        | Currently Managing                             | 4 Years & 6 Months                            | 96                         |

# Attachment

7

**N/A**

# Attachment

8

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION OF STATUS  
OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS**

FHFC Application Reference: RFA 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Madison Highlands

Development Location: 5315 N 37th Street, Tampa, FL 33610

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

Zoning Designation: CI

Mark the applicable statement:

1.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process. The final site plan, in the zoning designation stated above, was approved on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
  
2.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process, and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work and/or the rehabilitation work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed.  

The necessary approval and/or review was performed on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
  
3.  The above-referenced Development, in the zoning designation stated above, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

**CERTIFICATION**

I certify that the City/County of Tampa has vested in me the authority to verify status of site plan Approval as specified above and I further certify that the information stated above is true and correct.  
(Name of City or County)

Thomas Snelling  
Signature

Thomas Snelling  
Print or Type Name

Director of Planning and Development  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If this certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.



# Attachment

9

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING  
AND LAND USE REGULATIONS**

FHFC Application Reference: RFA 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Madison Highlands

Development Location: 5315 N 37th Street, Tampa, FL 33610

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

- (1) The zoning designation for the above referenced Development location is CI; and
- (2) The proposed number of units and intended use are consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

**CERTIFICATION**

I certify that the City/County of Tampa has vested in me the authority to verify  
(Name of City/County)

consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Thomas Snelling  
Signature

Thomas Snelling  
Print or Type Name

Director of Planning and Development  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

10

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ELECTRICITY**

FHFC Application Reference: RFA 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Madison Highlands

Development Location: 5315 N 37th Street, Tampa, FL 33610

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Electricity is available to the proposed Development, subject to item 2 below.
2. To access such electric service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

Lois Gray  
Signature

Lois Gray  
Print or Type Name

Customer Engineering Rep.  
Print or Type Title

Tampa Electric Co.  
Name of Entity Providing Service

702 N. Franklin St.  
Address (street address, city, state)

Tampa FL 33602

813-635-1500  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

11

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER**

FHFC Application Reference: RFA 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Madison Highlands

Development Location: 5315 N 37th Street, Tampa, FL 33610


At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Potable water is available to the proposed Development, subject to item 2 below.
2. To access such water service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

  
\_\_\_\_\_  
Signature

Brian D. Pickard, P.E.  
\_\_\_\_\_  
Print or Type Name

Chief Planning Engineer, Water Department  
\_\_\_\_\_  
Print or Type Title

City of Tampa Water Department  
\_\_\_\_\_  
Name of Entity Providing Service

306 E Jackson, St 5E, Tampa, FL 33602  
\_\_\_\_\_  
Address (street address, city, state)

(813) 274-3282  
\_\_\_\_\_  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

12

**FLORIDA HOUSING FINANCE CORPORATION  
 VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - SEWER CAPACITY,  
 PACKAGE TREATMENT, OR SEPTIC TANK**

FHFC Application Reference: RFA 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application

Name of Development: Madison Highlands

Development Location: 5315 N 37th Street, Tampa, FL 33610

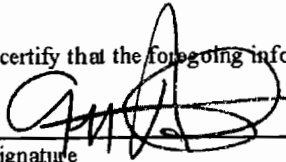
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Sewer Capacity, Package Treatment, or Septic Tank is available to the proposed Development, subject to item 2 below.
2. To access such waste treatment service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

  
 \_\_\_\_\_  
 Signature

Jeff Hilton, P.E.  
 \_\_\_\_\_  
 Print or Type Name

Planning Division Head  
 \_\_\_\_\_  
 Print or Type Title

City of Tampa-Wastewater  
 \_\_\_\_\_  
 Name of Entity Providing Service

2545 Guy N. Verger Blvd.  
 \_\_\_\_\_  
 Address (street address, city, state)

Tampa, Florida 33605  
 \_\_\_\_\_

(813) 274-8070  
 \_\_\_\_\_  
 Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.



# Attachment

13

---

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS**

FHFC Application Reference: RFA 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Madison Highlands

Development Location: 5315 N 37th Street, Tampa, FL 33610

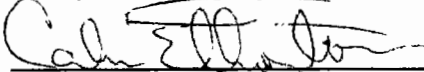
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development.
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development.
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

  
\_\_\_\_\_  
Signature

Calvin E. Thornton  
Print or Type Name

Engineer IV  
Print or Type Title

City of Tampa  
Name of Entity Providing Service

Dep. of Transportation and Stormwater Service  
Address (street address, city, state)

306 E. Jackson Street, Tampa Florida 33602

(813) 274-7884  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

14

**SURVEYOR CERTIFICATION FORM**

Name of Development: Madison Highlands

Development Location: 5315 N 37th Street, Tampa, FL 33610

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site<sup>1</sup> where the Development Location Point is located.)

The undersigned Florida licensed surveyor confirms that the method used to determine the following latitude and longitude coordinates conforms to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C.:

*\*All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).*

|  |                        |                      |   |                        |                      |   |
|--|------------------------|----------------------|---|------------------------|----------------------|---|
| State the Development Location Point. <sup>2</sup> | N <u>27</u><br>Degrees | <u>59</u><br>Minutes | <u>41.49</u><br>Seconds (represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>25</u><br>Minutes | <u>02.74</u><br>Seconds (represented to 2 decimal places) |
|--|------------------------|----------------------|---|------------------------|----------------------|---|

To be eligible for proximity points, Degrees and Minutes must be stated as whole numbers and Seconds must be represented to 2 decimal places.

Transit Service – State the latitude and longitude coordinates for one (1) Transit Service on the chart below.<sup>3</sup>

|  | Latitude               |                      |   | Longitude              |                      |   |
|--|------------------------|----------------------|---|------------------------|----------------------|---|
| Public Bus Stop  | N <u>27</u><br>Degrees | <u>59</u><br>Minutes | <u>45.49</u><br>Seconds (represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>25</u><br>Minutes | <u>06.37</u><br>Seconds (represented to 2 decimal places) |
| Public Bus Transfer Stop   | N _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        | W _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        |
| Public Bus Rapid Transit Stop  | N _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        | W _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        |
| SunRail Station, MetroRail Station, or TriRail Station   | N _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        | W _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Transit Service is: |                        |                      |   |                        |                      | <u>0.10</u> Miles   |

Community Services - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.<sup>3</sup>

| Grocery Store:   | Latitude               |                      |   | Longitude              |                      |   |
|--|------------------------|----------------------|---|------------------------|----------------------|---|
| Name - <u>B&amp;D Supermarket</u><br>Address - <u>4015 E Hillsborough Ave</u><br><u>Tampa, Florida 33610</u>   | N <u>27</u><br>Degrees | <u>59</u><br>Minutes | <u>42.73</u><br>Seconds (represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>24</u><br>Minutes | <u>49.35</u><br>Seconds (represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Grocery Store is: |                        |                      |   |                        |                      | <u>0.23</u> Miles   |

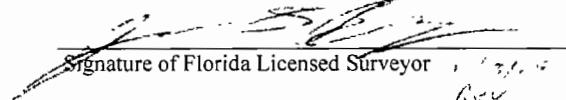
Initials of Surveyor [Signature]  
11/17/15

**SURVEYOR CERTIFICATION FORM**

| Medical Facility:   | Latitude               |                      |  | Longitude              |                      |  |
|---|------------------------|----------------------|--|------------------------|----------------------|--|
| Name - <u>Limba Pansara, M.D.</u><br>Address - <u>3304 E Giddens Ave</u><br><u>Tampa, FL 33610</u>  | N <u>27</u><br>Degrees | <u>59</u><br>Minutes | <u>43.55</u><br>Seconds<br>(represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>25</u><br>Minutes | <u>23.43</u><br>Seconds<br>(represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Medical Facility is: |                        |                      |  | <u>0.35</u> Miles      |                      |  |
| Pharmacy:   | Latitude               |                      |  | Longitude              |                      |  |
| Name - <u>Florida Coast Pharmacy</u><br>Address - <u>4015 E Hillsborough Ave</u><br><u>Tampa, FL 33610</u>  | N <u>27</u><br>Degrees | <u>59</u><br>Minutes | <u>42.73</u><br>Seconds<br>(represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>24</u><br>Minutes | <u>49.35</u><br>Seconds<br>(represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Pharmacy is:         |                        |                      |  | <u>0.23</u> Miles      |                      |  |
| Public School:  | Latitude               |                      |  | Longitude              |                      |  |
| Name - _____<br>Address - _____   | N _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds<br>(represented to 2 decimal places)        | W _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds<br>(represented to 2 decimal places)        |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Public School is:    |                        |                      |  | _____ Miles            |                      |  |

If the Corporation discovers that there are any false statements made in this certification, the Corporation will forward a copy to the State of Florida Department of Business and Professional Regulation for investigation.

**CERTIFICATION** – Under penalties of perjury, I declare that the foregoing statement is true and correct.

  
 Signature of Florida Licensed Surveyor  
James D. Bray  
 Print or Type Name of Signatory

PSM 6507  
 Florida License Number of Signatory

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

This certification consists of 3 pages. This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. If the certification is inappropriately signed, the Application will not be eligible to receive proximity points. If this certification contains corrections or 'white-out', or if it is altered or retyped, the form will not be considered. The certification may be photocopied. To be considered for scoring purposes, at least pages 1 and 2 of this 3 page certification form must be provided by the Applicant.

**SURVEYOR CERTIFICATION FORM**

<sup>1</sup>“Scattered Sites,” as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a “Scattered Site”). For purposes of this definition “contiguous” means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street.

<sup>2</sup>“Development Location Point” means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.

<sup>3</sup> The latitude and longitude coordinates for all Proximity Services must represent a point as outlined on the Coordinates Location Chart set out below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds represented to 2 decimal places. If the degrees and minutes are not stated as whole numbers and the seconds are not represented to 2 decimal places, the Applicant will not be eligible for proximity points for that service.

| Coordinates Location Chart                 |   |                           |                       |                |                          |                   |                       |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
|--|---|---------------------------|-----------------------|----------------|--------------------------|-------------------|-----------------------|------------------|------------------|-----------------------------|------------------------|----------------------|------------------------------|--|---------------------------|-----------------------|------------------------------|----------------------|------------------------------|-------------------------|------------------------------|--------------------------|------------------------------|-----------------------------------|------------------------------|
| Service                                    | Location where latitude and longitude coordinates must be obtained  |                           |                       |                |                          |                   |                       |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Community Services                         | Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.  |                           |                       |                |                          |                   |                       |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Transit Services                           | <p>For Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, TriRail Rail Stations and MetroRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the bus or train</p> <p>For the following Phase 1 SunRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the train:</p> <p style="text-align: center;"><b><u>Phase 1 SunRail Station Name</u></b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Altamonte Springs Station</td> <td style="width: 50%;">Church Street Station</td> </tr> <tr> <td>DeBary Station</td> <td>Florida Hospital Station</td> </tr> <tr> <td>Lake Mary Station</td> <td>I.YNX Central Station</td> </tr> <tr> <td>Longwood Station</td> <td>Maitland Station</td> </tr> <tr> <td>Orlando Amtrak/ORMC Station</td> <td>Sand Lake Road Station</td> </tr> <tr> <td>Sanford/SR46 Station</td> <td>Winter Park/Park Ave Station</td> </tr> </table> <p>For the following Phase 2 SunRail Rail Stations, coordinates must represent coordinates listed below.</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;"><b><u>Phase 2 SunRail Station Name</u></b></th> <th style="text-align: left;"><b><u>Coordinates</u></b></th> </tr> </thead> <tbody> <tr> <td>Deland Amtrak Station</td> <td>N 29 01 02.25, W 81 21 09.24</td> </tr> <tr> <td>Meadow Woods Station</td> <td>N 28 23 12 19, W 81 22 26.59</td> </tr> <tr> <td>Osceola Parkway Station</td> <td>N 28 20 35 55, W 81 23 24.07</td> </tr> <tr> <td>Kissimmee Amtrak Station</td> <td>N 28 17 34 93, W 81 24 17.37</td> </tr> <tr> <td>Poinciana Industrial Park Station</td> <td>N 28 15 32.04, W 81 29 08 17</td> </tr> </tbody> </table> | Altamonte Springs Station | Church Street Station | DeBary Station | Florida Hospital Station | Lake Mary Station | I.YNX Central Station | Longwood Station | Maitland Station | Orlando Amtrak/ORMC Station | Sand Lake Road Station | Sanford/SR46 Station | Winter Park/Park Ave Station | <b><u>Phase 2 SunRail Station Name</u></b> | <b><u>Coordinates</u></b> | Deland Amtrak Station | N 29 01 02.25, W 81 21 09.24 | Meadow Woods Station | N 28 23 12 19, W 81 22 26.59 | Osceola Parkway Station | N 28 20 35 55, W 81 23 24.07 | Kissimmee Amtrak Station | N 28 17 34 93, W 81 24 17.37 | Poinciana Industrial Park Station | N 28 15 32.04, W 81 29 08 17 |
| Altamonte Springs Station                  | Church Street Station   |                           |                       |                |                          |                   |                       |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| DeBary Station                             | Florida Hospital Station  |                           |                       |                |                          |                   |                       |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Lake Mary Station                          | I.YNX Central Station   |                           |                       |                |                          |                   |                       |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Longwood Station                           | Maitland Station  |                           |                       |                |                          |                   |                       |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Orlando Amtrak/ORMC Station                | Sand Lake Road Station  |                           |                       |                |                          |                   |                       |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Sanford/SR46 Station                       | Winter Park/Park Ave Station  |                           |                       |                |                          |                   |                       |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| <b><u>Phase 2 SunRail Station Name</u></b> | <b><u>Coordinates</u></b>   |                           |                       |                |                          |                   |                       |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Deland Amtrak Station                      | N 29 01 02.25, W 81 21 09.24  |                           |                       |                |                          |                   |                       |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Meadow Woods Station                       | N 28 23 12 19, W 81 22 26.59  |                           |                       |                |                          |                   |                       |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Osceola Parkway Station                    | N 28 20 35 55, W 81 23 24.07  |                           |                       |                |                          |                   |                       |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Kissimmee Amtrak Station                   | N 28 17 34 93, W 81 24 17.37  |                           |                       |                |                          |                   |                       |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Poinciana Industrial Park Station          | N 28 15 32.04, W 81 29 08 17  |                           |                       |                |                          |                   |                       |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |

If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location.

# Attachment

15

---

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the 2nd day of November, 2015, between, KASS REALTY, INC., a Florida Corporation, d/b/a LANDMARC REALTY. (the "Seller"), and MADISON HIGHLANDS, LLC, a Florida limited liability company, or its assigns (the "Purchaser").**

WITNESSETH:

In consideration of the mutual covenants set forth herein and the earnest money deposit herein called for, the parties hereto mutually agree as follows:

**Section 1. Sale and Purchase.**

Seller hereby agrees to sell, convey, and assign to Purchaser and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price (hereinafter defined) and on and subject to the terms and conditions herein set forth, the following:

a. the parcel of land situated in the City of Tampa, Florida, described in Exhibit "A" hereto containing approximately 2.86 +/- acres ("Land"); and all right, title, and interest appurtenant or related to the Land, including, but not limited to, all rights to underlying roads adjacent thereto, access easements and rights-of-way relating thereto or benefiting the Land, riparian, littoral rights, and other water rights relating thereto or benefiting the Land, impact fees, utility mains, service laterals, hydrants and valves servicing or available to service the Land, and all minerals, soil, fill, landscaping and other embellishments now or in the future on or appurtenant thereto;

b. to the extent they are assignable, are owned and/or held by Seller, are in Seller's possession or control, and relate to the design, construction, ownership, development, maintenance or operation of the Land, any and all: (i) contracts or agreements, such as maintenance, service, or utility contracts; (ii) licenses, permits, approvals, or similar documents; (iii) plans, drawings, specifications, surveys, engineering reports, environmental reports, water and soil tests, construction, architectural and landscape plans, and other technical descriptions, maps and graphics related thereto; and (iv) all sewer and water tap reservations and impact fee credits all of the items listed in this sub-paragraph (b) and all rights of Seller thereunder are hereinafter collectively called the "Intangible Personal Property."

The Land and Intangible Personal Property are herein collectively called the "Property." All of the Property shall be conveyed, assigned and transferred to Purchaser at Closing (hereinafter defined) free and clear of all liens, claims, and encumbrances except for taxes for the year of closing and easements and restrictions of record, provide such easements and restrictions do not adversely affect Purchaser's ability to develop and construct a senior affordable housing project and attendant facilities (the "Project"). Said attendant facilities shall be more particularly set forth and developed in accordance with the requirements of the Federal Low Income Housing Tax Credits (LIHTC) program, and/or the Florida Housing Finance Corporation and/or the City of Tampa.

**Section 2. Purchase Price.**

The price ("Purchase Price") for which Seller agrees to sell and convey the Property to Purchaser, and which the Purchaser agrees to pay to Seller is Six hundred and fifty thousand and No/100 Dollars (\$650,000.00).

a. Purchaser, upon signing this Agreement, shall pay to Escrow Agent an initial deposit of Ten Thousand and No/100 Dollars (\$10,000.00), the receipt of which is hereby acknowledged by Seller. Five Thousand and No/100 Dollars (\$5,000.00), of the initial deposit shall be come non refundable

Handwritten signature and initials, possibly 'J.K.' and 'R', in the bottom right corner.



(except in the event of Seller's default) on October 31<sup>st</sup>, 2015 and shall be removed from escrow and delivered to Seller within (5) business days

b. On December 31<sup>st</sup>, 2015, Purchaser shall pay to Seller a second deposit of Fifteen Thousand and No/100 Dollars (\$15,000.00) which shall be non refundable (except in the event of Seller's default).

c. On December 31<sup>st</sup>, 2015, Purchaser shall pay to Seller the remaining Five Thousand and No/100 Dollars (\$5,000) from the initial escrow deposit which shall be non refundable (except in the event of Seller's default). After this deposit is paid, all deposits shall have been paid to the Seller and no deposits will be remaining until any new deposits are made.

d. On March 1<sup>st</sup>, 2016, a third non refundable deposit of Twenty Thousand and No/100 Dollars (\$20,000) shall be paid directly to the seller (except in the event of Seller's default)

e. The initial, second and third deposits are collectively referred to hereinafter as "the Deposits".

f. All funds payable hereunder shall be tendered in lawful money of the United States of America. The Deposit and sum payable on the date of closing and delivery of Deed (or such greater or lesser amounts as may be necessary to complete payment of the Purchase Price after all credits, adjustments and pro-rations required herein) shall be paid by either wire transfer of immediately available U.S. federal funds or by cashier's check drawn upon a local bank.

g. The Deposits shall be held by Purchaser's attorney, Zimmerman, Kiser & Sutcliffe, P.A. ("Escrow Agent"), in Escrow Agent's trust account with a local bank, unless specified differently above in section 2. The Deposits shall, if this transaction closes, become a credit in favor of Purchaser toward payment of the Purchase Price at closing. If this transaction shall fail to close, the disposition of the Deposits shall be as hereinafter provided. If any of the Deposits are late or not paid, it will be considered a breach of this Agreement and the contract will be terminated immediately. Any deposits previously paid to Seller shall not be refunded back to Buyer.

### Section 3. Escrow Agent.

Escrow Agent has agreed to act as escrow agent for the convenience of the parties without fee or compensation for its services. Escrow Agent shall hold the Deposit, and, if applicable, invest same as provided for, and any other documents required herein, and to deliver same to the parties herein in accordance with the provisions of this Agreement. Escrow Agent, as escrow agent, is acting in the capacity of a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall be caused by the gross negligence or willful misconduct of Escrow Agent. Escrow Agent may rely upon the written notices, communications, orders or instructions given by Seller or Purchaser or believed by it to be genuine. Seller and Purchaser will indemnify and hold Escrow Agent harmless against any matters directly or indirectly related to the Deposit and any other funds held by Escrow Agent under this Agreement, including, without limitation, attorneys' fees. In the event of any disagreement among any of the parties to this Agreement resulting in adverse claims and demands being made in connection with the Property, Escrow Agent shall be entitled to refuse to comply with any such claims or demands as long as such disagreement may continue, and in so refusing, shall make no delivery or other disposition of the Deposit then held by it under this Agreement, and in doing so, Escrow Agent shall not become liable in any way for such refusal, and Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of adverse claimants shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction of the Property, or (b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Further, Escrow Agent shall have the right at any time

RK  
AK.

after a dispute between Seller and Purchaser has arisen, to pay the Deposit held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon Escrow Agent's obligations hereunder shall terminate. Seller and Purchaser agree that the status of Purchaser's counsel as Escrow Agent under this Agreement does not disqualify such law firm from representing Purchaser in this transaction and in any disputes that may arise between Seller and Purchaser concerning this transaction, including any dispute or controversy with respect to the Deposit.

**Section 4. Inspection Period.**

a. Unless terminated earlier under the terms of Section 2(d) above, Purchaser shall have until October 31<sup>st</sup> 2015 (the "Inspection Period") in which to conduct a general investigation of the Property (the "Property Inspection") and determine the feasibility of the Project. If Purchaser is not satisfied with the results of the Property Inspection and determines that it does not wish to purchase the Property, Purchaser may elect to cancel and terminate this Agreement by delivering notice to Seller within the Inspection Period, whereupon Escrow Agent shall return to Purchaser all deposits paid hereunder and this Agreement shall be terminated and the parties shall be relieved of any further obligations hereunder.

b. Purchaser, during the Inspection Period, may enter upon the Property to perform such reasonable acts as are necessary in order to conduct the Property Inspection. During the Inspection Period, Seller will make available for inspection by Purchaser all of Seller's documents regarding the Property and the Intangible Personal Property, including, but not limited to, surveys, appraisals, environmental reports, soil reports, service contracts, leases and title reports in Seller's possession or control which such documents Seller shall deliver to Purchaser within ten (10) days of the Effective Date of this Agreement. Purchaser may make copies of the foregoing documents provided that Purchaser shall not disclose the contents of them to anyone other than Purchaser's advisors and consultants, and provided further that all such copies shall be returned to Seller if this Agreement is terminated. Purchaser may continue to enter upon the Property after the expiration of the Inspection Period provided this Agreement remains in full force and effect. Purchaser, its agents, representatives or contractors shall enter the Property at their own risk, all such entries and studies shall be at Purchaser's cost, and Seller shall have no liability for any injuries or cost sustained by Purchaser, its agents, employees, officers, representatives or contractors, unless caused by Seller's negligence or willful misconduct. Purchaser agrees the Property shall not be unnecessarily disturbed during the Property Inspection and prior to closing and agrees to promptly repair or restore any damage to the Property caused by such entry or entries onto the Property. Purchaser shall indemnify and hold harmless Seller (and its legal representatives, successors and assigns) from and against any and all claims, liens, demands, personal injury, property damage, or liability of any nature whatsoever arising from or incident to Purchaser's (or its agents, representatives' or contractors') entry or entries onto the Property or activities upon the Property, unless caused by Seller's negligence or willful misconduct. This indemnification shall include payment of court costs and attorneys' fees including those incurred in appellate proceedings.

c. Purchaser's indemnification obligations contained above shall survive any assignment, cancellation and termination of this Agreement.

d. If this Agreement is terminated, Purchaser, at no cost to Seller, and upon Seller's written request, shall furnish Seller with copies of all tests and studies prepared by third party contractors, consultants and vendors engaged by Purchaser relating to the Property Inspection that are in Purchaser's possession, and, if not in Purchaser's possession, then within five (5) business days after Purchaser's receipt of same.

**Section 5. Financing and Bond Tax Credit Contingency.**

Purchaser's obligation to acquire the Property is contingent on its ability to obtain a tax credit allocation from the Florida Housing Finance Corporation and construction financing for the construction

of the Project. Purchaser shall file all necessary applications for such tax credit allocation with the Florida Housing Finance Corporation on or before November 5th, 2015, or such other date as specified by the Florida Housing Finance Corporation. In the event Purchaser is unable to obtain the tax credit allocation from The Florida Housing Finance Corporation, Purchaser shall give Seller written notice with appropriate documentation of such denial within five (5) days of such determination, in which event the Escrow Agent shall return the Deposit to Purchaser, less any monies that have gone hard and non-refundable under the terms of this agreement, and the parties shall be released and discharged of and from all obligations hereunder.

**Section 6. Permits, Approvals and Zoning Contingency.**

Upon the execution hereof, Purchaser, at the Purchaser's expense and option, shall engage the appropriate professionals, in order to prepare all of the plans, specifications and documents necessary for the Purchaser to obtain approval from the City of Tampa, Florida, and all other appropriate regulatory agencies for the preliminary site plan approval for the Project and Purchaser's obligation to acquire the Property is contingent upon obtaining such approval. The Purchaser shall be responsible for paying for all professional fees, and governmental approval fees and applications associated with the approvals which Purchaser has incurred. In the event Purchaser is unable to obtain the preliminary site plan approval of the Property by October 30th, 2015 or such earlier time as is required under Section 2(d) above, Purchaser, at Purchaser's option may terminate this Agreement and receive the return of Purchaser's refundable portion of the initial deposit, which is Five Thousand and No/100 Dollars (\$5,000).

**Section 7. AS IS.**

Purchaser has or will inspect the Property and is familiar, or will become familiar with, the physical condition thereof. Anything to the contrary contained in this Agreement notwithstanding, Seller has not made and does not make any representations or warranties as to the physical condition, operational status, quality of construction of any improvements, expenses, operation, maintenance, profit, rents, loss or use to which the Property or any part thereof may be put, or any other matter or thing affecting or pertaining to the Property, and Purchaser expressly acknowledges and agrees at closing to take the same "AS-IS", "WHERE IS" and "WITH ALL FAULTS" as of the closing date. It is understood and agreed that all understandings and agreements heretofore had between the parties are merged into this agreement and that the same is entered into after full investigation, neither party relying upon any statements or representation not embodied in this agreement made by the other and Purchaser hereby expressly acknowledges that he has not relied upon any information or other statements or representations with respect to the Property. Any such statements or other communications between the Seller and Purchaser with respect to the Property which is the subject matter hereof have been received by Purchaser solely for his own convenience and Purchaser acknowledges that he has not and will not rely thereon. Purchaser acknowledges that Seller has afforded or will afford Purchaser the opportunity for a full and complete investigation, examination and inspection of the Property and all matters and items relating thereto or connected therewith. There are no express or implied warranties given to Purchaser with respect to the construction of any improvements comprising the Property and Seller does hereby disclaim any and all warranties of merchantability and fitness from Seller to Purchaser with regard to the improvements included in this sale. Purchaser expressly releases and relieves Seller from any liability, warranty, or obligation relating to the condition of the Property, specifically including: latent and patent conditions, the presence or release of hazardous or toxic wastes, substance and materials on or from the Property or any adjoining lands; growth-management, comprehensive plan and zoning requirements; subsoil conditions; storm water drainage conditions; the existence or condition of utilities, if any at the Property; quality of access; and any and all other matters relating to the physical condition or use of the Property and Purchaser assumes all responsibility for any damages caused by conditions on the Property upon transfer of title. The provisions of this section shall survive the closing.

*RK*

**Section 8. Closing.**

a. The closing ("Closing") of the sale of the Property by Seller to Purchaser shall occur at a time and place designated by Purchaser in Orange County, Florida on or before May 31st, 2016 (the "Closing Date"), unless an earlier date is agreed to between Seller and Purchaser. Seller or Purchaser, at their own option, may execute the closing documents before the Closing Date and forward same to Escrow Agent by courier or other means provided that all closing documents are received by the Escrow Agent on or before the Closing Date. At the Purchaser's sole option, the Purchaser may elect to extend the Closing Date 30 days with the payment of \$10,000.00 (the "Extension Payment"). Purchaser may elect this option up to three (3) consecutive instances for a total extension period of 90 days. In consideration of Seller's grant to Purchaser of one or more extension periods, Seller's additional obligation for taxes, insurance and maintenance of the Property, and for Seller's loss of the use of the proceeds to be received under the terms of this Agreement, the Extension Payment be non-refundable and not applied to the Purchase Price. Such Extension Payments shall be paid directly to Seller.

b. At the Closing, the following shall occur:

(i) Purchaser, at its sole cost and expense, shall deliver or cause to be delivered at Closing the following:

1. The balance of the Purchase Price as set forth in Section 2 hereof, subject to prorations, adjustments and credits as described in this Agreement; and

2. Execute and deliver or obtain for delivery any instruments reasonably necessary to close this transaction, including, by way of example but not limitation, corporate certificates and resolutions, closing statements, affidavits and delivery of instruments reasonably required by the title agent.

(ii) Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser the following

1. General Warranty Deed fully executed and acknowledged by Seller, conveying, to Purchaser the Property, subject only to (a) real estate taxes for the year of closing, which are not yet due and payable, and subsequent years; (b) zoning and use restrictions in effect or which may hereafter come into existence due to governmental action; and (c) easements and restrictions of record which have been approved by Purchaser;

2. Assignment of all sewer and water taps, impact fee credits, licenses, permits, plans and approvals, if any;

3. Affidavit attesting to the absence of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property which remain unpaid for ninety (90) days immediately preceding the date of Closing;

4. A certificate meeting the requirements of Section 1445 of the Internal Revenue Code executed and sworn to by Seller;

5. Evidence reasonably satisfactory to Purchaser and the title agent that the person(s) executing the closing documents on behalf of Seller has full right, power and authority to do so;

R  
JK

6. Execute and deliver or obtain for delivery any other instruments reasonably necessary to close this transaction, including, by way of example but not limitation, closing statements, releases, affidavits and delivery of instruments reasonably required by the title agent;

7. Deliver all Intangible Personal Property, if any, in Seller's possession.

c. The following items shall be prorated or adjusted at the closing:

(i) Real estate taxes and assessments shall be prorated as of the Closing Date. Real estate taxes and assessments shall be prorated based on actual taxes and assessments for the year of Closing, or, if same are not available, on taxes and assessments for the preceding year, subject to re-proration between the parties upon receipt of final tax bill for the year of the closing, unless such claim for re-proration is based upon improvements to the property after the closing date by Purchaser, in which case no re-proration shall be required.

d. Upon completion of the Closing, (i) Seller shall deliver to Purchaser possession of the Property; and (ii) Escrow Agent shall promptly record the deed of conveyance, the mortgage and any other applicable closing documents upon confirmation of clearance of all funds.

e. Purchaser, at closing, shall pay (i) the recording fee for the deed; and (ii) the premium for the Owner's Title Insurance Policy based on the minimum promulgated rate.

f. Seller, at closing shall pay (i) past due real estate taxes; (ii) documentary stamp tax on the deed of conveyance.

g. Certified, confirmed and ratified special assessment liens as of the date hereof shall be paid by Seller and pending liens as of the date hereof shall be assumed by Purchaser.

#### **Section 9. Evidence of Title and Title Insurance.**

a. On or before ninety (90) days after the Effective Date, Purchaser shall obtain, at Purchaser's expense not to exceed the minimum promulgated rate set forth by the Insurance Commissioner of the State of Florida a title insurance commitment for an ALTA Form B marketability policy issued by Commonwealth Land Title Insurance Company (the "Title Company") in the full amount of the Purchase Price (the "Commitment"), together with legible copies of any encumbrances listed thereon. The Commitment shall have an effective date that is after the Effective Date of the Agreement and that is within 10 days of the date of its issuance. At the Closing, Title Company shall deliver an endorsement to, or "mark-up" of, the Commitment deleting all Schedule B-I requirements, all standard exceptions except taxes for the current year not then due and payable, and the "gap" exceptions.

b. If the Commitment contains any exceptions which render title unmarketable or adversely affect the value of the Property or Purchaser's intended use of the Property as determined by Purchaser in its sole discretion, Purchaser shall deliver written notice to Seller specifying the additional exceptions that render title unmarketable or objectionable to Purchaser. Such notice shall be given not later than fifteen (15) days after receipt of the Commitment by Purchaser. Upon receipt of the notice, Seller shall have thirty (30) days in which to remove the additional exceptions with reasonable effort and reasonable expenditures.

c. If Seller fails to remove any such objections within thirty (30) days after notice to Seller, Purchaser may elect by giving written notice to Seller, which notice must be received by Seller before the date that is five (5) business days after the end of such thirty (30) day period, either to (i) reject title as it then exists and terminate this Agreement and thereupon be entitled to a return of the Deposit, or (ii) waive such objections and proceed with the Closing and accept the Property subject to such exceptions without

reduction of the Purchase Price. Upon return of the Deposit to Purchaser pursuant to subparagraph (i) above, this Agreement shall cease and terminate and the parties shall have no further rights, duties, or obligations under this Agreement, except for those rights, duties and obligations that specifically survive termination of this Agreement. If Purchaser fails to send any notice by the required date, Purchaser shall be deemed to have waived the objections to such exceptions and shall proceed to the Closing as provided by this Agreement.

d. If any subsequent endorsement to the Commitment reveals any additional exceptions not permitted by this Agreement, Seller shall have fifteen (15) days in which to remove such additional exceptions, subject to the limitations set forth above. If Seller is unable to remove such additional exceptions, Purchaser shall have the same rights and remedies as provided above, except that the Closing shall not be extended more than thirty (30) days to permit Seller to cure any such additional exceptions.

e. Seller and Purchaser each agree to provide reasonable affidavits and documentation to enable the Title Company to delete all Schedule B-I requirements, the "gap" exception, and the construction lien and parties in possession exceptions from the Commitment at Closing. Seller and Purchaser each shall be responsible for satisfying those Schedule B-I requirements applicable to each of them.

#### **Section 10. Survey.**

Purchaser may obtain, at Purchaser's expense, a survey of the Property. If the survey shows any encroachment on the Property, the same shall be treated as a title defect and the notice and cure provisions hereof shall control. The legal descriptions prepared by the surveyor shall be utilized as the legal descriptions for the Warranty Deed given by Seller to Purchaser.

#### **Section 11. Representations of Purchaser and Seller.**

Seller and Purchaser respectively hereby make the following representations. Such representations shall also be deemed made as of the Closing Date and the remedies for breach thereof shall survive Closing:

##### **a. Purchaser's Representations.**

To induce Seller to enter into this Agreement and to sell the Property, Purchaser represents and warrants to Seller:

(i) Except for this Agreement, Purchaser has entered into no other purchase or commission agreement with respect to the Property.

(ii) Purchaser shall pay prior to Closing or arrange for payment after Closing of all claims, liabilities or expenses associated with its inspection, permitting and development of the Property, except as otherwise provided herein.

(iii) Purchaser has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition or suffered the filing of an involuntary petition by Purchaser's creditors, (c) suffered the appointment of a receiver to take all, or substantially all, of Purchaser's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, or (e) admitted in writing its inability to pay its debts as they fall due, and no such action is threatened or contemplated. If any of such actions have been taken or brought against Purchaser, then prior to the date hereof the same have been fully disclosed and Purchaser discharged therefrom so that there are no prohibitions or conditions upon Purchaser's acquisition of the Property.

(iv) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated by this Agreement will result (either immediately or after the passage of time and/or the giving of notice) in breach or default by Purchaser under any agreement or understanding to which Purchaser is a party or by which Purchaser may be bound or which would have an effect upon Purchaser's ability to fully perform its obligations under this Agreement.

(v) That Purchaser has the right, power and authority to execute, deliver and perform this Agreement without obtaining any consents or approvals from or the taking of any action with respect to, any third parties. This Agreement, when executed and delivered by Purchaser and Seller, will constitute the valid and binding Agreement of Purchaser.

b. Seller's Representations.

To induce Purchaser to enter into this Agreement and to purchase the Property, Seller represents and warrants to Purchaser that to the best of Seller's knowledge and belief as of the Effective Date of this Agreement:

(i) That Seller owns the entire fee simple title to the Property, legal and equitable, subject only to the Permitted Exceptions (which are title exceptions disclosed by the Title Commitment or survey and which do not adversely affect Purchaser's ability to construct the Project in the Purchaser's reasonable discretion):

(ii) That Seller has no knowledge regarding, and has received no written notice of, violations of any law, ordinance, order or regulation affecting the Property issued by any governmental or quasi-governmental authority having jurisdiction over the Property that has not been corrected; and that before the Closing, Seller shall promptly disclose to Purchaser any knowledge regarding, and furnish to Purchaser copies of any and all written notices of, violations that Seller receives between the Effective Date and the Closing Date from any governmental or quasi-governmental authorities having jurisdiction over the Property;

(iii) That there are no (i) existing or pending improvement liens affecting the Property; (ii) existing, pending, or threatened lawsuits or appeals of prior lawsuits affecting the Property or Seller; (iii) existing, pending, or threatened condemnation proceedings affecting the Property; (iv) except as disclosed to Purchaser by Seller, any existing, pending, or threatened zoning, building, or other moratoria, down zoning petitions, proceedings, restrictive allocations, or similar matters that could affect Purchaser's use of the Property, the value of the Property or the issuance of building permits or certificates of occupancy with respect to the Property; (v) existing, pending, or threatened water or sewer hookup, water extraction, electrical or other utility moratoria; or (vi) pending real estate tax appeals or protests with respect to the Property before any applicable governmental authority;

(iv) That the Property will not be subjected to any declaration of protective covenants, use restrictions or any homeowners' associations by Seller, or its successors and assigns;

(v) That there are no other purchase and sale agreements, nor options or rights of first refusal in effect as of the Effective Date relating to the Property nor will any such interest be in effect as of the time of Closing. Seller shall offer Purchaser a first right of refusal only if Seller is offered a greater amount than the agreed upon Purchase Price of this Agreement from a potential cash buyer, as long as such buyer is not proposing to use the Property for Federal Low Income Housing Tax Credits (LIHTC) through Florida Housing Finance Corporation (FHFC) application process. This includes assignment of contracts as well; no third party entity may assign a contract to purchase the Property from the Seller to a third party developer for LIHTC through FHFC application process. The right of refusal time period will end on October 31<sup>st</sup>, 2015.





(vi) That there are no judgments, encumbrances or liens against the Property or Seller that will remain unsatisfied at the time of Closing;

(vii) Seller has no knowledge of any impact fees currently due and payable which are attributable to the Property.

(viii) That there is permanent vehicular and pedestrian physical and legal egress from and ingress to the Property over public roads.

(ix) That Seller has not received a written summons, citation, directive, notice, complaint, or letter from the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, or other federal, state, or local governmental agency or authority specifying any alleged violation of any environmental law, rule, regulation, or order at or on the Property and, to the best of Seller's knowledge, the Property is not currently under investigation for any such violation;

(x) That there are no environmental mitigation areas on the Property and there are no environmental mitigation requirements for the Property;

(xi) During the term of this Agreement, Seller shall not, without in each instance first obtaining Purchaser's written consent, which may be withheld in Purchaser's sole discretion, consent to or permit (i) any modification, termination or alteration to existing easements, dedications, covenants, conditions, restrictions, or rights of way adversely affecting Purchaser's intended use for the Property, (ii) any new easements, covenants, dedications, conditions, restrictions, or rights of way affecting Purchaser's intended use for the Property, (iii) any zoning changes or other changes of governmental approvals, (iv) any modifications to or future advances under any existing liens, mortgages, or other encumbrances on the Property, or (v) any new liens, mortgages, or other encumbrances on the Property;

(xii) That Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act (FIRPTA), as amended;

(xiii) That Seller is solvent, and no receivership, bankruptcy, or reorganization proceedings are pending or, to Seller's knowledge, contemplated against Seller in any court;

(xiv) Seller has the right, power, and authority to execute, deliver, and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding Agreement of Seller;

(xv) That, at all times during the term of this Agreement and as of the Closing, all of Seller's representations, warranties, and covenants in this Agreement shall be true and correct;

(xvi) That no representation or warranty by Seller contained in this Agreement and no statement delivered or information supplied to Purchaser pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements or information contained in them or in this Agreement not misleading; and

## Section 12. Remedies

In the event of a breach by Purchaser of its obligations under this Agreement, Seller may terminate this Agreement by written notice to Purchaser specifying the breach, and Purchaser shall have five (5) business days opportunity to cure the same (provided that no such cure period shall apply for a breach of the obligation to close by the Closing Date. If Purchaser shall fail to close for reasons not



caused by Seller, the Deposits made by Purchaser shall be retained by Seller as agreed and liquidated damages for withholding the Property from the market and for expenses incurred and the parties shall thereupon be relieved of any further liability hereunder. In the event Seller shall fail to close for reasons not caused by Purchaser or due to Seller's inability to convey marketable title according to Section 10 hereof, Purchaser shall have the right to demand return of the Deposit paid hereunder, upon which return of Deposit the parties shall have no further liability hereunder, or, in the alternative, Purchaser shall have the right to seek specific performance and/or damages.

**Section 13. Destruction, Damage or Taking Prior to Closing.**

If, prior to Closing, the Property is destroyed, damaged or becomes subject to condemnation or eminent domain proceedings, the Purchaser shall have the option, which must be exercised within ten (10) days after its receipt of written notice from Seller advising of such destruction, damage or taking (which Seller hereby agrees to give), to terminate this Agreement or to proceed with the Closing, without reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be returned to Purchaser and neither party shall have any further rights, duties or obligations hereunder, except as otherwise provided herein. If Purchaser elects to proceed with the Closing, Purchaser shall be entitled to the insurance proceeds or condemnation proceeds payable as a result of such damage, destruction or taking up to the amount of the Purchase Price and, to the extent the same may be necessary or appropriate, Seller shall assign to Purchaser, at Closing, Seller's rights to such proceeds up to the amount of the Purchase Price, and Seller will not settle or adjust any insurance claims without Purchaser's prior consent. All insurance proceeds or condemnation proceeds in excess of the Purchase Price shall belong to and be retained by Seller.

**Section 14. Real Estate Commission.**

Purchaser warrants and represents to Seller that Purchaser has not employed or otherwise dealt with any broker, finder, or other intermediary in connection with this Agreement or the Transaction other than Mike Oliver of Magnolia Florida Realty LLC ("Buyer's Broker"). Buyer acknowledges and agrees that Buyer's Broker is acting solely as Buyer's agent in connection with this Agreement or the Transaction and that Buyer's Broker has no authority whatsoever to act on behalf of Seller, to make representations on behalf of Seller, or otherwise to represent Seller in any capacity. Each party agrees to indemnify and hold harmless the other from all claims or demands of any other real estate agent or broker or transactional broker claiming by, through or under said party. This indemnification shall also include payment of court costs and attorneys fees, including those incurred in appellate proceedings. This indemnification shall survive Closing and/or termination of this Agreement.

**Section 15. Prohibition Against Recording.**

Neither this Agreement nor any part hereof, shall be recorded among the Public Records of any County in the State of Florida

**Section 16. Confidentiality.**

At all times before the Closing Date of the Property, Purchaser agrees to hold in strict confidence and not to disclose to any other party without the prior written consent of Seller, all information regarding the Property, as expressed in this Agreement, except as may be required by applicable law or as otherwise contemplated in this Agreement, or to Purchaser's legal and financial advisors, lending institutions, and Purchaser's investors.

**Section 17. Notices.**

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage



prepaid and registered or certified with return receipt requested; by delivering the same in person to such party; by prepaid telegram or telex; by facsimile copy or by express mail. Notice given in accordance herewith shall be effective upon receipt at the address of the party to be served. For purposes of notice, the addresses of the parties shall be as follows:

If to Seller, to: **KASS REALTY, INC., a Florida Corporation,  
d/b/a LANDMARC REALTY  
1001 N. Howard Ave.  
Tampa, FL 33607  
Attn: Jarret Kass  
Telephone: (813) 600-1750**

If to Purchaser, to: **MADISON HIGHLANDS, LLC  
558 West New England Ave., Suite 250  
Winter Park Florida 32789  
Attn: Patrick E. Law  
Telephone: (407) 333-1440  
Facsimile: (407) 333-1340**

with a copy to: **Zimmerman, Kiser & Sutcliffe, P.A.  
315 East Robinson Street, Suite 600  
Orlando, Florida 32801  
Attn: Dwayne Gray, Jr., Esquire  
Telephone: (407) 425-7010  
Facsimile: (407) 425-2747**

If to Escrow Agent, to: **Zimmerman, Kiser & Sutcliffe, P.A.  
315 East Robinson Street, Suite 600  
Orlando, Florida 32801  
Attn: Dwayne Gray, Jr., Esquire  
Telephone: (407) 425-7010  
Facsimile: (407) 425-2747**

**Section 18. Assigns.**

This Agreement shall bind and insure to the benefit of Purchaser and Seller and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser may assign Purchaser's rights under this Agreement provided that any potential Assignee expressly assumes all of the terms, conditions and obligations of this Agreement in writing.

**Section 19. Entire Agreement.**

This Agreement and all exhibits, when accepted by Seller, shall constitute the entire agreement between Seller and Purchaser concerning the sale of the Property and supersedes all prior agreements, representations or understandings, whether oral or written, between the parties and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound. This Agreement, when accepted by Seller, shall be binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

**Section 20. Counterparts.**

This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement. A facsimile signature shall be deemed to be an original. Offer and acceptance of this Agreement by facsimile is binding

**Section 21. Time of Essence.**

Time is important to both Seller and Purchaser in the performance of this Agreement, and they have agreed that strict compliance is required as to any date or time period set out or described herein. All references to days herein (unless otherwise specified) shall include Saturdays, Sundays and legal holidays. If the final date of any period which is set out in any section of this Agreement falls upon a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

**Section 22. Effective Date.**

Whenever the term or phrase "effective date" or "date hereof" or other similar phrases describing the date this Agreement becomes binding on Seller and Purchaser are used in this Agreement, such terms or phrases shall mean and refer to the date on which a counterpart or counterparts of this Agreement executed by Seller and Purchaser, together with the Initial Deposit, are deposited with the Escrow Agent.

**Section 23. Time for Acceptance.**

Delivery of this document to Purchaser shall not be deemed nor taken to be an offer to sell by Seller. Only when executed by Purchaser or Seller and delivered to the other party hereto shall this Agreement constitute an offer to buy or sell the Property, as the case may be, on the terms herein set forth, acceptable by the party receiving such executed Agreement within seven (7) business days after such receipt, by executing this Agreement and delivering the original hereof to the Escrow Agent and an originally signed copy hereof to the other party hereto. Failure to accept in the manner and within the time specified shall constitute a rejection and termination of such offer. No acceptance shall be valid and binding upon Seller unless in writing and signed by an authorized officer of Seller.

**Section 24. Attorneys' Fees.**

In the event either party deems it necessary to cause litigation to enforce, interpret or construe the terms of this Agreement, court costs and attorneys fees, including those incurred in appellate proceedings, shall be awarded to the prevailing party. In the event of enforcement of this Agreement, or any dispute as to interpretation or construction hereof the laws of the State of Florida shall apply, and this Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement. In the event of litigation, the parties hereto agree that all suits shall be instituted and maintained in the Circuit Court in and for Orange County, Florida, the jurisdiction of which Court the parties hereby consent to. Purchaser and Seller mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from or related to this Agreement. The parties acknowledge that this waiver is a significant consideration to, and a material inducement for, Purchaser and Seller to enter into this Agreement.

**Section 25. Severability**

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof.

**Section 26. Headings.**

The headings of the sections, paragraphs and subdivisions of this Agreement are for convenience and reference only, and shall not limit or otherwise affect any of the terms hereof.

**Section 27. 1031 Exchange.**

The parties mutually agree that Purchaser and/or Seller may structure this transaction as part of an exchange in such a manner as shall qualify under the provisions of the Internal Revenue Service Code Section 1031. Purchaser and Seller agree to cooperate in executing contracts or documents necessary to the exchange. Purchaser and Seller shall bear all of their own costs and/or expenses not anticipated by this Contract or occasioned by the exchange. This provision shall survive the closing.

EXECUTED as of the date and year written below.

**SELLER:**

**KASS REALTY, INC., a Florida Corporation,  
d/b/a LANDMARC REALTY**

By: 


Printed Name: Jarrett Kass

Title: President

Dated: Nov. 2, 2015

**PURCHASER:**

**MADISON HIGHLANDS, LLC, a Florida  
limited liability company**

By: 

Printed Name: Patrick E. Law

Title: Manager

Dated Nov 2, 2015

ESCROW AGENT

We acknowledge receipt of the Initial Deposit in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) subject to clearance and agree to be bound by the terms and conditions of this Agreement.

ZIMMERMAN, KISER & SUTCLIFFE, P.A.

By: N. Dwayne Gray, Jr

Printed Name: N. Dwayne Gray, Jr

Dated: August 25, 2015

*JK.*  
*R*

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The land referred to herein below is situated in the County of Hillsborough, State of Florida, and is described as follows:

A PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 259 SOUTH, RANGE 19 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHWEST CORNER OF WEST 1/2 OF NORTHWEST 1/4 OF NORTHWEST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 4; THENCE S00°26'37"W, ALONG WEST LINE OF SAID WEST 1/2, FOR A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT AWAY LINE OF EAST HILLSBOROUGH AVENUE (STATE ROAD 600); THENCE S89°46'48"E, ALONG SAID RIGHT AWAY LINE, FOR A DISTANCE OF 10.00 FEET TO THE EAST RIGHT AWAY LINE OF NORTH 37TH STREET; THENCE S00°29'34"E ALONG SAID RIGHT AWAY LINE, FOR A DISTANCE OF 221.96 FEET TO THE POINT OF BEGINNING; THENCE S88°42'57"E, LEAVING SAID EAST RIGHT AWAY LINE, FOR A DISTANCE OF 220.24 FEET; THENCE N00°31'31"E, FOR A DISTANCE OF 26.03 FEET; THENCE S89°46'48"E, FOR A DISTANCE OF 100.00 FEET TO THE EAST LINE OF SAID WEST 1/2; THENCE S00°27'27"W, ALONG THE EAST SIDE OF SAID WEST 1/2, FOR A DISTANCE OF 411.70 FEET TO THE SOUTHEAST CORNER OF SAID WEST 1/2; THENCE N89°48'35"W, ALONG THE SOUTH LINE OF SAID WEST 1/2, FOR A DISTANCE OF 313.78 FEET TO THE EAST RIGHT AWAY LINE OF SAID NORTH 37TH STREET; THENCE N00°29'34"W, ALONG SAID EAST RIGHT AWAY LINE, FOR A DISTANCE OF 389.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.876 ACRES (125,278 SQUARE FEET) OF LAND, MORE OR LESS.



# Attachment

16

MADISON HIGHLANDS, LLC  
558 WEST NEW ENGLAND AVENUE, SUITE 250  
WINTER PARK, FL 32789  
P: 407-333-1440 / F: 407-335-4928

## **Local Government Contribution**

The Local Government Contribution for Madison Highlands was applied for on October 1st, 2015 in response to the attached support letter the City of Tampa Housing & Community Development sent to the applicant dated September 21st, 2015.

We were verbally told on October 16th by the Housing Department that they would not give us the local government contribution for our proposed development because the Mayor had decided to only support two (2) projects the Tampa Housing Authority was planning on submitting for the West River Redevelopment Area. We did notify the City that the Housing Authority currently does not have the appropriate approvals to submit eligible applications for RFA-115-107.

All the required documents were submitted accordingly in response to the attached support letter. Madison Highlands has not been notified of the denial in writing.





September 21, 2015

To: Interested Affordable Housing Developers,

The City of Tampa's Housing and Community Development Division seeks to support the development of multi-family housing to address the needs outlined in the City's Consolidated Plan. The City of Tampa may provide a letter of support and a financial commitment to projects that address the need for affordable housing while de-concentrating areas of poverty, Affirmatively Furthering Fair Housing and Housing Choice, meets one or more of the goals and objectives outlined in the Consolidated Plan and effectively leverages the city's resources. The City will provide HOME funds to support selected projects.

To be considered for a letter of support, please submit the following information by October 1<sup>st</sup>, 2015:

- Detailed project budget to include funding sources and uses (any request over \$100,000 should include a repayment plan).
- A narrative description of the project to include how this project will:
  - Population to be served.
  - Project benefits (i.e. # of affordable housing units, increase in tax base, job creation, green building elements, handicap accessibility, homeless units set aside, etc.).
  - Status of funding commitments.
  - Project timeline (completion and lease-up).
- A detailed description of the nature of the project to be constructed and/or rehabbed, including acres, square feet, number of stories, number of units, unit size, amenities, etc.
- General site plan showing building positioning on site, right of way ingress, egress, access points and circulation, location of nearest bus stop and transit routes.
- Demonstration that the land use designation and zoning district allow for the project being contemplated for development.
- Map showing other affordable housing projects in the area (5 mile radius).
- Demonstrate that the affected community has successfully been engaged in the development process.
- Copy of preliminary environmental review.
- Estimate of the total project cost, including design, planning, hard and soft construction cost, property acquisition, infrastructure, furniture, fixtures and contingencies, etc.
- Renderings and photos of the proposed project.
- Management team to demonstrate history of regulatory compliance associated with the use of federal funds, especially HOME program funds.



**Tampa**  
Florida

---

**Bob Buckhorn, Mayor**

**Planning and Development**

**Housing & Community Development**

The letter of support will be good for the current Florida Housing Finance Agency Tax Credit and Bond applications due now through Dec 31, 2015. The letters of commitment will be good for one year from the date of issuance to be renewed at the City's discretion, during the one year period a formal agreement must be negotiated and approved by the City Council.

It is understood that the project proposed has not yet been fully developed; we are seeking concise documents that provide the pertinent information. The City wishes to get a feel for the project to access how it meet the goals outlined in the City's Consolidated Plan and current needs in year 4 of the plan and community's needs. If you have any questions regarding your submittal please contact me via email at [Vanessa.mccleary@tampagov.net](mailto:Vanessa.mccleary@tampagov.net).

Please submit 3 copies of the requested information to:

Vanessa B. McCleary  
Housing & Community Development Manager  
306 E. Jackson Street 3N  
Tampa, FL 33602

# Attachment

17

**N/A**

# Attachment

18

**N/A**

# Attachment

19

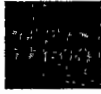
**N/A**



# Attachment

20

Wells Fargo Community Lending and Investment  
301 South College Street  
Charlotte, NC 28288-5640



**WELLS FARGO BANK  
EQUITY LETTER**

October 29, 2015

Mr. Patrick E. Law  
Madison Highlands, LLC  
c/o American Realty Development, LLC  
558 W. New England Avenue  
Suite 250  
Winter Park, Florida 32789

**Re: *Madison Highlands – 102 units  
Tampa, Hillsborough County, Florida***

Dear Mr. Law:

We are pleased to advise you that we have preliminarily approved an equity investment to be used for construction and permanent financing in Madison Highlands, LLC, a Florida limited liability company, which will own and operate a 102-unit affordable housing community to be known as Madison Highlands, located in Tampa, Hillsborough County, Florida. This preliminary commitment is made based upon the financial information provided to us in support of your request, and under the following terms and conditions:

***Investment Entity/Beneficiary:*** Madison Highlands, LLC, a Florida limited liability company (the "Company"), with Madison Highlands Apartments, LLC as Developer Member and Wells Fargo Bank ("Wells Fargo") as Investor Member with a 99.99% ownership interest in the Company.

***Annual Housing Credit Allocation:*** \$2,040,000\*

***Housing Credits Purchased:*** \$20,397,960 (\$20,400,000 x 99.99 %)\*

***Syndication Rate:*** \$0.97\*

***Net Capital Contribution:*** \$19,786,021\*  
\* All numbers are rounded.

***Equity Proceeds Paid Prior to Construction Completion:*** \$18,929,286\*  
\* All numbers are rounded to the nearest dollar.

***Pay-In Schedule:***

Funds available for Capital Contribution #1:  
\$2,967,903\* to be paid prior to or simultaneously with the closing of the construction financing.

\* All numbers are rounded to the nearest dollar.

Funds available for Capital Contribution #2:  
\$15,961,383\* prior to construction completion.

\* All numbers are rounded to the nearest dollar.

***Equity Proceeds Paid After Stabilization.***

**\$856,735\***

\* All numbers are rounded to the nearest dollar.

***Obligations of the Managing Member and Guarantor(s):***

Operating Deficit Guaranty: The Developer Member agrees to provide operating deficit loans to the Company for the life of the Company.

Development Completion Guaranty: The Developer Member will guarantee completion of construction of the Project substantially in accordance with plans and specifications approved by Wells Fargo, including, without limitation, a guaranty: (i) to pay any amounts needed in excess of the construction loan and other available proceeds to complete the improvements; (ii) of all amounts necessary to achieve permanent loan closing; and (iii) to pay any operating deficits prior to the conclusion of Project construction.

Credit Adjusters: The Company will provide that, if in any year actual credits are less than projected credits, then the Investor Member shall be owed an amount necessary to preserve its anticipated return based on the projected credit.

The obligations of the Developer Member shall be guaranteed by Patrick E. Law, Madison Highlands Apartments, LLC and any such other entity/individual deemed appropriate following Wells Fargo due diligence review.

***Incentive Mgmt. Fee:***

50%.

***Cash Flow Split:***

Cash Flow to the Company shall be distributed as follows:

- a. To Wells Fargo in payment of any amounts due as a result of any unpaid Credit Adjuster Amount.
- b. To Wells Fargo in payment of Asset Management Fees or any unpaid Asset Management Fee.
- c. To the payment of any Deferred Developer Fee.
- d. To the Developer Member to repay any Company loans.
- e. To the Developer Member for Incentive Management Fees.
- f. The balance, .01% to the Developer Member and 99.99% to Wells Fargo.

***Residual Split:***

Any gain upon sale or refinancing shall be distributed as follows:

- a. To Wells Fargo in payment of any amounts due because the Actual Credit is less than the Projected Credit, or there has been a recapture of Credit.
- b. To the payment of any unpaid Asset Management Fee.
- c. To the Investor Member in an amount equal to the capital contribution.
- d. The balance of available cash for distribution, 50% to the Developer Member and 50% to the Investor Member.

***Replacement Reserves:***

\$300/unit/year increasing 3% annually.

***Asset Management Fee:***

\$10,000 per year increasing 3% annually.

***Other Terms and Conditions:***

1) Successful award and allocation of low income housing tax credits from the Florida Housing Finance Corporation.

2) Prior to closing, the Developer Member must have a firm commitment for fixed-rate permanent first mortgage financing with terms, conditions and Lender acceptable to the Investor Member.

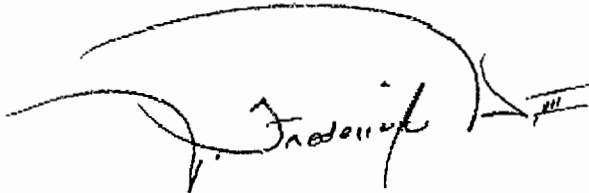
3) Prior to closing, the Developer Member must have firm commitments for all fixed-rate subordinate financing with terms, conditions and Lender acceptable to the Investor Member including subordinate debt subject to cash flow.

4) Receipt, review, and approval of the appraisal with incorporated market study, environmental and geological reports, plans and specifications, contractor and such other conditions which are customary and reasonable for an equity investment of this nature and amount.

This preliminary commitment will expire on June 30, 2016 if not extended by Wells Fargo.


Wells Fargo wishes to thank you for the opportunity to become investment partners.

Sincerely,



J. Frederick Davis, III  
Senior Vice President

Agreed and Accepted this Day:  
By: Madison Highlands, LLC

By: 

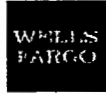
Date: 10/29/2015

Name: Patrick E. Law  
Title: Manager

# Attachment

21

Wells Fargo Community Lending and Investment  
301 South College Street  
Charlotte, NC 28288-5640



**WELLS FARGO  
PRELIMINARY LOAN COMMITMENT AGREEMENT  
FOR CONSTRUCTION AND PERMANENT FINANCING**

October 29, 2015

Mr. Patrick E. Law  
Madison Highlands, LLC  
c/o American Realty Development, LLC  
558 W. New England Avenue  
Suite 250  
Winter Park, Florida 32789

**Re: *Madison Highlands – 102 units  
Tampa, Hillsborough County, Florida***

Dear Mr. Law:

We are pleased to advise you that, on or before the date set forth above, we have preliminarily approved a construction and permanent loan for the above referenced development. This preliminary commitment is made based upon the financial information and projections provided to us in support of your loan application, and under the following terms and conditions:

- Borrower:** Madison Highlands, LLC, a Florida limited liability company.
- Guaranty:** The unconditional joint and several guaranty of payment and performance of the construction loan and permanent loan (described below) by Patrick E. Law, Madison Highlands Apartments, LLC and any such other entity/individual deemed appropriate following Wells Fargo due diligence review. The permanent loan (described below) is non-recourse.
- Loan Amount:**
- |              |                 |
|--------------|-----------------|
| Construction | - \$ 17,664,620 |
| Permanent    | - \$ 2,300,000  |
- Interest Rate:**
- |              |   |
|--------------|---|
| Construction | - LIBOR plus 250 basis points with a floor of 3.00% and a rate fixed at closing.            |
| Permanent    | - 10-year treasury plus 150 basis points with a floor of 6.50% and a rate fixed at closing. |

The construction debt was underwritten at 3.00% interest. The permanent debt was underwritten at 6.50% interest. Actual rate may be negotiated by the payment of additional points set at closing.

**Repayable:** Construction - Interest only payable monthly.  
Permanent - Principal and interest payable monthly

**Term:** Construction - 24 months  
Permanent - 18 years  
Amortization - 30 years

**Commitment Fee:** 1.0% of the Construction loan payable at closing.  
1.0% of the Permanent loan payable at closing.

**Security:** Construction and Permanent - A first mortgage lien on the above proposed development.

**Conditions to Funding Construction Loans:**

Successful award and allocation of annual low income housing tax credits from the Florida Housing Finance Corporation.

Complete plans and specifications.

Firm cost estimates with Wells Fargo's independent analysis.

Appraisal acceptable to Wells Fargo

Soils analysis and environmental report acceptable to Wells Fargo

The general contractor and the construction contract shall be subject to approval by Wells Fargo.

Such other conditions which are customary and reasonable for a loan of this nature and amount

**Conditions to Funding Permanent Loan:**

Construction of the project is 100% complete.

Property has reached stabilized occupancy for at least 90 days.



All certificates of occupancy have been issued and remain in effect.

A final allocation of low-income housing tax credits has been received.

Such other conditions which are customary and reasonable for a loan of this nature and amount

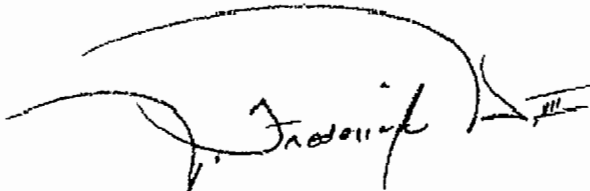
All third-party beneficiary rights are expressly negated. No person who is not a party to this preliminary commitment shall have or enjoy any rights under this letter. No change, amendment or modification of this preliminary commitment shall be valid unless made in writing, addressed to the Borrower and signed by a duly authorized officer of Wells Fargo.

By executing this letter, the Applicant agrees (a) to indemnify and hold harmless Bank and its affiliates and their respective officers, directors, employees, advisors, and agents from and against any and all losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of or in connection with its issuance of this letter, and to reimburse each indemnified person upon demand for any legal or other expenses incurred in connection with investigating or defending any of the foregoing.

This commitment will expire on June 30, 2016 if not extended by Wells Fargo.

Wells Fargo wishes to thank you for the opportunity to provide financing for the development, and we look forward to closing this transaction.


Sincerely,



J. Frederick Davis, III  
Senior Vice President

Agreed and Accepted this Day:

By: Madison Highlands, LLC



By: \_\_\_\_\_  
Name: Patrick E. Law  
Title: Manager

Date: 10/29/15

**RFA 2015-107 All Applications**

| Application Number           | Name of Development             | County       | Name of Contact Person | Name of Developer   | HC Funding Amount | Eligible For Funding? | Total Points | Development Category Funding Preference | Per Unit Construction Funding Preference | Leveraging Classification | Duval County Qualifying Financial Assistance Preference | 75 or More Total Unit Funding Preference | Florida Job Creation Preference | Lottery Number |
|------------------------------|---------------------------------|--------------|------------------------|---|-------------------|-----------------------|--------------|---|--|---------------------------|---|--|---------------------------------|----------------|
| <b>Eligible Applications</b> |                                 |              |                        |   |                   |                       |              |   |  |                           |   |  |                                 |                |
| 2016-109C                    | Madison Highlands               | Hillsborough | Patrick E. Law         | American Residential Development, LLC                         | 2,040,000.00      | Y                     | 23           | Y                                       | Y  | A                         | N   | Y  | Y                               | 2              |
| 2016-110C                    | Madison Hollow South            | Orange       | Patrick E Law          | American Residential Development, LLC                         | 2,110,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 16             |
| 2016-111C                    | Reserve at Princeton            | Orange       | Oscar A Sol            | Reserve at Princeton Dev, LLC                                 | 2,030,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 29             |
| 2016-112C                    | Stratford Apartments            | Pinellas     | Shawn Wilson           | Blue Sky Communities, LLC                                     | 1,660,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 42             |
| 2016-113C                    | The Residences at Equality Park | Broward      | Stephanie Berman       | Carrfour Supportive Housing, Inc                              | 2,527,301.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 55             |
| 2016-114C                    | Anderson Terrace Apartments     | Orange       | Matthew Rieger         | HTG Anderson Developer, LLC                                   | 2,110,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 13             |
| 2016-115C                    | Arbours at Ambassador Place     | Duval        | Sam T Johnston         | Arbour Valley Development, LLC                                | 1,518,387.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | N  | Y                               | 26             |
| 2016-116C                    | Heron Estates Family            | Palm Beach   | Matthew Rieger         | HTG Heron Estates Family Developer, LLC                       | 1,338,812.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 39             |
| 2016-117C                    | Waterview Pointe                | Orange       | Matthew Rieger         | HTG Waterview Developer, LLC                                  | 2,110,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 53             |
| 2016-118C                    | ETHANS WALK APARTMENTS          | Orange       | DEION R. LOWERY        | DRL EW DEVELOPMENT LLC  | 1,576,344.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 10             |
| 2016-119C                    | The Boulevard at West River     | Hillsborough | Eileen M. Pope         | WRDG Boulevard, LLC   | 2,110,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 23             |
| 2016-120C                    | City Edge                       | Hillsborough | William T. Fabbri      | The Richman Group of Florida, Inc.                            | 1,848,370.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 37             |
| 2016-121C                    | Venetian Isles                  | Pinellas     | Kimberly K. Murphy     | Royal American Development, Inc.; Green Mills Holdings, LLC   | 1,660,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 50             |
| 2016-122C                    | 10K                             | Pinellas     | Shawn Wilson           | Blue Sky Communities, LLC                                     | 1,530,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 7              |
| 2016-123C                    | Heritage Oaks                   | Pinellas     | Lori Harris            | Norstar Development USA, LP; PCHA Development, LLC            | 1,575,000.00      | Y                     | 28           | Y                                       | Y  | B                         | N   | Y  | Y                               | 20             |
| 2016-124C                    | Georgian Gardens                | Palm Beach   | Alberto Milo, Jr.      | Georgian Gardens Apartments Developer, LLC                    | 1,598,068.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 34             |
| 2016-126C                    | Burlington Post                 | Pinellas     | Oscar A Sol            | Burlington Post Dev, LLC                                      | 1,660,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 4              |
| 2016-127C                    | Suncrest Court                  | Broward      | David O. Deutch        | Pinnacle Housing Group, LLC; HEF-Dixie Court Development, LLC | 2,150,000.00      | Y                     | 28           | Y                                       | Y  | B                         | N   | Y  | Y                               | 18             |
| 2016-128C                    | Emerald Villas Phase Two        | Orange       | Alberto Milo, Jr.      | Emerald Villas Phase Two Developer, LLC                       | 1,763,386.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 31             |
| 2016-130C                    | Residences at Haverhill         | Palm Beach   | Robert G Hoskins       | NuRock Development Partners, Inc.                             | 2,110,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 1              |
| 2016-131C                    | Berkshire Square                | Orange       | Jonathan L. Wolf       | Berkshire Square Developer, LLC                               | 2,060,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 15             |
| 2016-132C                    | Ocean Breeze East               | Palm Beach   | Alberto Milo, Jr.      | Ocean Breeze East Developer, LLC                              | 1,873,597.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 28             |
| 2016-133C                    | Hidden Forest Apartments        | Orange       | Joseph Chambers        | Gardner Capital Development Florida, LLC                      | 1,740,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 41             |
| 2016-134C                    | Pinnacle at Bella Vista         | Broward      | David O. Deutch        | Pinnacle Housing Group, LLC                                   | 2,560,000.00      | Y                     | 28           | Y                                       | Y  | B                         | N   | Y  | Y                               | 12             |

## RFA 2015-107 All Applications

| Application Number | Name of Development                | County       | Name of Contact Person | Name of Developer  | HC Funding Amount | Eligible For Funding? | Total Points | Development Category Funding Preference | Per Unit Construction Funding Preference | Leveraging Classification | Duval County Qualifying Financial Assistance Preference | 75 or More Total Unit Funding Preference | Florida Job Creation Preference | Lottery Number |
|--------------------|------------------------------------|--------------|------------------------|--|-------------------|-----------------------|--------------|---|--|---------------------------|---|--|---------------------------------|----------------|
| 2016-135C          | Chestnut Trail                     | Pinellas     | Brianne E Heffner      | Southport Development, Inc. a Washington corporation doing business in Florida as Southport Developemnt Services, Inc. | 1,660,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 25             |
| 2016-136C          | Southwick Commons                  | Orange       | Jonathan L. Wolf       | Southwick Commons Developer, Inc.  | 2,110,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 52             |
| 2016-137C          | Laburnum Gardens                   | Hillsborough | Brianne E Heffner      | Southport Development, Inc. a Washington corporation doing business in Florida as Southport Developemnt Services, Inc. | 1,420,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 9              |
| 2016-138C          | Bethune Residences I at West River | Hillsborough | Eileen M. Pope         | WRDG Bethune I, LLC  | 2,110,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 22             |
| 2016-139C          | Goldenrod Pointe Apartments        | Orange       | Jay P. Brock           | Atlantic Housing Partners, L.L.L.P.  | 1,270,000.00      | Y                     | 28           | Y                                       | Y  | B                         | N   | Y  | Y                               | 36             |
| 2016-141C          | Mayfield Place                     | Orange       | Jonathan L. Wolf       | Mayfield Place Developer, LLC  | 2,060,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 6              |
| 2016-142C          | Pinnacle at Bella Alma             | Broward      | David O. Deutch        | Pinnacle Housing Group, LLC  | 2,430,000.00      | Y                     | 28           | Y                                       | Y  | B                         | N   | Y  | Y                               | 33             |
| 2016-143C          | Saratoga Crossings                 | Broward      | Elizabeth Wong         | APC Saratoga Crossings I Development, LLC; Dania Beach Quality Housing Solutions, Inc.                                 | 2,561,000.00      | Y                     | 28           | Y                                       | Y  | B                         | N   | Y  | Y                               | 46             |
| 2016-144C          | Wellington Park                    | Orange       | Jonathan L. Wolf       | Wellington Park Developer, LLC   | 2,060,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 3              |
| 2016-145C          | Fischer Pointe                     | Pinellas     | Brianne E Heffner      | Southport Development, Inc. a Washington corporation doing business in Florida as Southport Developemnt Services, Inc. | 1,560,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 17             |
| 2016-146C          | Saratoga Crossings II              | Broward      | Elizabeth Wong         | APC Saratoga Crossings II Development, LLC; Dania Beach Quality Housing Solutions, Inc.                                | 2,561,000.00      | Y                     | 28           | Y                                       | Y  | B                         | N   | Y  | Y                               | 30             |
| 2016-147C          | Pinnacle at Peacefield             | Broward      | David O. Deutch        | Pinnacle Housing Group, LLC  | 1,920,000.00      | Y                     | 28           | Y                                       | Y  | B                         | N   | Y  | Y                               | 43             |
| 2016-148C          | Yew Court                          | Palm Beach   | Brianne E Heffner      | Southport Development, Inc. a Washington corporation doing business in Florida as Southport Developemnt Services, Inc. | 2,020,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 14             |
| 2016-149C          | Grand Lake                         | Palm Beach   | Matthew Rieger         | Grand Lake Developer, LLC  | 2,110,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 27             |
| 2016-150C          | CHANDLERS CROSSING APARTMENTS      | Orange       | DEION R. LOWERY        | DRL CC DEVELOPMENT LLC   | 1,576,344.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 40             |
| 2016-151C          | Vistas at Central                  | Pinellas     | Donald W Paxton        | WOB Beneficial Development 16 LLC  | 1,660,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 54             |
| 2016-152C          | Emerald Coast                      | Pinellas     | Kimberly K. Murphy     | Royal American Development, Inc.   | 1,615,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 11             |

## RFA 2015-107 All Applications

| Application Number | Name of Development  | County     | Name of Contact Person | Name of Developer   | HC Funding Amount | Eligible For Funding? | Total Points | Development Category Funding Preference | Per Unit Construction Funding Preference | Leveraging Classification | Duval County Qualifying Financial Assistance Preference | 75 or More Total Unit Funding Preference | Florida Job Creation Preference | Lottery Number |
|--------------------|----------------------|------------|------------------------|---|-------------------|-----------------------|--------------|---|--|---------------------------|---|--|---------------------------------|----------------|
| 2016-154C          | Melissa Grove        | Pinellas   | James R. Hoover        | TVC Development, Inc.   | 1,551,931.00      | Y                     | 28           | Y                                       | Y  | B                         | N   | Y  | Y                               | 38             |
| 2016-155C          | Lofts at LaVilla     | Duval      | James R. Hoover        | TVC Development, Inc.   | 1,660,000.00      | Y                     | 28           | Y                                       | Y  | A                         | Y   | Y  | Y                               | 51             |
| 2016-156C          | Heron Estates Senior | Palm Beach | Matthew Rieger         | HTG Heron Estates Senior Developer, LLC   | 1,694,376.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 8              |
| 2016-157C          | The Madison          | Broward    | Matthew Rieger         | HTG Madison Developer, LLC  | 2,561,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 35             |
| 2016-158C          | Sunset Plaza         | Pinellas   | Brianne E Heffner      | Southport Development, Inc. a Washington corporation doing business in Florida as Southport Developmment Services, Inc. | 1,559,253.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 48             |
| 2016-159C          | Villa Vinalia        | Palm Beach | Matthew Rieger         | HTG Villa Vinalia Developer, LLC  | 2,110,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 5              |
| 2016-160C          | Bellvue Lake         | Palm Beach | Brianne E Heffner      | Southport Development, Inc. a Washington corporation doing business in Florida as Southport Developmment Services, Inc. | 1,945,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 19             |
| 2016-161C          | Arbor View           | Broward    | Matthew Rieger         | HTG Arbor View Developer, LLC   | 1,967,002.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 32             |
| 2016-162C          | Village of the Arts  | Broward    | Milton L. Jones        | Marvalette Hunter; Milton Jones Development Corporation   | 2,561,000.00      | Y                     | 28           | Y                                       | Y  | B                         | N   | Y  | Y                               | 45             |
| 2016-163C          | Birch Hollow         | Orange     | Matthew Rieger         | HTG Birch Developer, LLC  | 2,110,000.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 56             |
| 2016-164C          | King's Cove          | Palm Beach | Matthew Rieger         | HTG King's Cove Developer, LLC  | 1,499,470.00      | Y                     | 28           | Y                                       | Y  | A                         | N   | Y  | Y                               | 21             |

### Ineligible Applications

|           |                                      |              |                 |                                 |              |   |    |   |   |  |   |   |   |    |
|-----------|--------------------------------------|--------------|-----------------|---------------------------------|--------------|---|----|---|---|--|---|---|---|----|
| 2016-125C | SEMINOLE PARC                        | Pinellas     | DEION R. LOWERY | DRL SP DEVELOPMENT LLC          | 1,576,344.00 | N | 10 | Y | Y |  | N | Y | Y | 47 |
| 2016-129C | Mango Blossom                        | Hillsborough | Shawn Wilson    | Blue Sky Communities LLC        | 1,700,000.00 | N | 28 | Y | Y |  | N | Y | Y | 44 |
| 2016-140C | Westbury Village I at Riviera Beach  | Palm Beach   | Mara S Mades    | Cornerstone Group Partners, LLC | 2,090,000.00 | N | 28 | Y | Y |  | N | Y | Y | 49 |
| 2016-153C | Westbury Village II at Riviera Beach | Palm Beach   | Mara S Mades    | Cornerstone Group Partners, LLC | 1,594,000.00 | N | 28 | Y | Y |  | N | Y | Y | 24 |

2015-107 6 County Large Geo RFA Scoring Sheets

| Scoring Items  | Mandatory, Eligibility Requirement, Point Item, or Tie-Breaker? | Contributor/ Reporter | 2016-109C         | 2016-110C            | 2016-111C            | 2016-112C            |
|--|---|-----------------------|-------------------|----------------------|----------------------|----------------------|
| Development Name   |   |                       | Madison Highlands | Madison Hollow South | Reserve at Princeton | Stratford Apartments |
| Submission Requirements Met (Sections Three A and Five)  | Eligibility   | Liz                   | Y                 | Y                    | Y                    | Y                    |
| <b>Points Items</b>  |   |                       |                   |                      |                      |                      |
| 4.a.(3) General Development Experience (5 points)  | Point item  | Libby                 | 5                 | 5                    | 5                    | 5                    |
| 6. Proximity to Transit and Community Services (up to 18 points)   | Point item  | Jean                  | 18                | 18                   | 18                   | 18                   |
| 10. Local Government Contributions (up to 5 points)  | Point item  | Tim K                 | 0                 | 5                    | 5                    | 5                    |
| <b>Total Points</b>  | <b>28</b>   |                       | <b>23</b>         | <b>28</b>            | <b>28</b>            | <b>28</b>            |
| <b>Mandatory and Eligibility Requirements</b>  |   |                       |                   |                      |                      |                      |
| \$25,000 Letter of Credit requirements met, if applicable (Section Three, A.4. and Item 14 of Exhibit C)                 | Eligibility   | Liz                   | Y                 | Y                    | Y                    | Y                    |
| 2. Demographic Commitment selected   | Mandatory   | Bill C                | Y                 | Y                    | Y                    | Y                    |
| 3.a. Applicant Name provided   | Mandatory   | Libby                 | Y                 | Y                    | Y                    | Y                    |
| 3.b. Evidence that Applicant is a legally formed entity provided   | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 3.d. Applicant & Developer Principals provided   | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 3.e. Contact person information provided   | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 4.a.(1) Developer Name(s) provided   | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 4.a.(2) Evidence that Developer is a legally formed entity provided  | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 4.b.(1) Name of Management Company provided  | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 4.b.(2) Prior general Management Company experience chart provided   | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 5.a. Development Name provided   | Mandatory   | Bill C                | Y                 | Y                    | Y                    | Y                    |
| 5.b.(1) Development County provided  | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 5.b.(2) Development address provided   | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 5.c.(1) Development category selected and applicable qualifications met  | Mandatory   | Jean                  | Y                 | Y                    | Y                    | Y                    |
| 5.c.(2)(a) If Rehabilitation, estimated qualified basis in Rehab expenses at least \$25,000 per set-aside unit? (Yes/No) | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 5.d. Development Type selected   | Mandatory   | Bill C                | Y                 | Y                    | Y                    | Y                    |
| 5.e.(1) Total number of units provided and within limits   | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 5.e.(2) New Construction Units and/or Rehab Units breakdown provided   | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 5.e.(3) Occupancy status of existing units provided  | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 5.f.(1) Status of site plan/plat approval demonstrated   | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 5.f.(2) Confirmation of appropriate zoning demonstrated  | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 5.f.(3) Availability of electricity demonstrated   | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 5.f.(4) Availability of water demonstrated   | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 5.f.(5) Availability of sewer demonstrated   | Mandatory   | Y                     | Y                 | Y                    | Y                    |                      |
| 5.f.(6) Availability of roads demonstrated   | Mandatory   | Y                     | Y                 | Y                    | Y                    |                      |
| Surveyor Certification form completed and executed with Development Location Point provided (Section Four, A.6.a.)       | Mandatory   | Jean                  | Y                 | Y                    | Y                    | Y                    |
| Minimum Total Proximity Score met (Section Four, A.6.b.(2))  | Eligibility   |                       | Y                 | Y                    | Y                    | Y                    |
| Minimum Transit Score met (Section Four, A.6.b.(2))  | Eligibility   |                       | Y                 | Y                    | Y                    | Y                    |
| Mandatory Distance Requirement met (Section Four, A.6.d.)  | Eligibility   |                       | Y                 | Y                    | Y                    | Y                    |
| LDA Development Conditions met, if applicable (Section Four, A.7.c.)   | Eligibility   |                       | Y                 | Y                    | Y                    | Y                    |
| 7.a. Minimum Set-Aside selected (Y/N)  | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |

**EXHIBIT  
D**

| Scoring Items   | Mandatory, Eligibility Requirement, Point Item, or Tie-Breaker? | Contributor/ Reporter | 2016-109C         | 2016-110C            | 2016-111C            | 2016-112C            |
|---|---|-----------------------|-------------------|----------------------|----------------------|----------------------|
| Development Name  |   |                       | Madison Highlands | Madison Hollow South | Reserve at Princeton | Stratford Apartments |
| 7.b. Total set-aside breakdown chart acceptable   | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 8. Evidence of site control provided  | Mandatory   | Liz                   | Y                 | Y                    | Y                    | Y                    |
| 9.a.(1) If Rehabilitation, minimum additional Green Building Features selected                                      | Mandatory   | Bill C                | Y                 | Y                    | Y                    | Y                    |
| 9.a.(2) If New Construction or Redevelopment, commitment to achieve a Green Building Certification program provided | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 9.b. Minimum Resident programs selected, if applicable  | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| 11.a. HC Request Amount provided  | Mandatory   | Tim K                 | Y                 | Y                    | Y                    | Y                    |
| 11.c. Development Cost Pro Forma free from shortfalls   | Mandatory   |                       | Y                 | Y                    | Y                    | Y                    |
| TDC less than or equal to TDC Limitation (Item 8 of Exhibit C.)   | Eligibility   |                       | Y                 | Y                    | Y                    | Y                    |
| Financial Arrears Met (Section Five)  | Eligibility   | Kenny                 | Y                 | Y                    | Y                    | Y                    |
| <b>All Mandatory Elements Met?</b>  |   | <b>Yes or No</b>      | <b>Y</b>          | <b>Y</b>             | <b>Y</b>             | <b>Y</b>             |
| <b>All Eligibility Requirements Met?</b>  |   | <b>Yes or No</b>      | <b>Y</b>          | <b>Y</b>             | <b>Y</b>             | <b>Y</b>             |
| <b>Tie-Breakers</b>   |   |                       |                   |                      |                      |                      |
| 5.c.(1)(a)(ii)(B) Qualifies for the Development Category Funding Preference   | Tie-Breaker   | Jean                  | Y                 | Y                    | Y                    | Y                    |
| 11.e. Qualifies for the Per Unit Construction Funding Preference  | Tie-Breaker   | Tim K                 | Y                 | Y                    | Y                    | Y                    |
| 10.c. Qualifies for the Duval County Local Government Qualifying Financial Assistance Funding Preference            | Tie-Breaker   |                       | N                 | N                    | N                    | N                    |
| Qualifies for the 75 or More Total Unit Funding Preference (Section Four, A.5.e.(1))                                | Tie-Breaker   | Bill C                | Y                 | Y                    | Y                    | Y                    |
| Qualifies for the Florida Job Creation Preference (Item 10, of Exhibit C)   | Tie-Breaker   | Tim K                 | Y                 | Y                    | Y                    | Y                    |
| Lottery Number  | Tie-Breaker   | Inspector General     | 2                 | 16                   | 29                   | 42                   |

| Scoring Items  | 2016-113C                              | 2016-114C                          | 2016-115C                          | 2016-116C                   | 2016-117C               | 2016-118C                     | 2016-119C                          |
|--|--|------------------------------------|------------------------------------|-----------------------------|-------------------------|-------------------------------|------------------------------------|
| <b>Development Name</b>  | <b>The Residences at Equality Park</b> | <b>Anderson Terrace Apartments</b> | <b>Arbours at Ambassador Place</b> | <b>Heron Estates Family</b> | <b>Waterview Pointe</b> | <b>ETHANS WALK APARTMENTS</b> | <b>The Boulevard at West River</b> |
| Submission Requirements Met (Sections Three A and Five)  | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| <b>Points Items</b>  |  |                                    |                                    |                             |                         |                               |                                    |
| 4.a.(3) General Development Experience (5 points)  | 5                                      | 5                                  | 5                                  | 5                           | 5                       | 5                             | 5                                  |
| 6. Proximity to Transit and Community Services (up to 18 points)   | 18                                     | 18                                 | 18                                 | 18                          | 18                      | 18                            | 18                                 |
| 10. Local Government Contributions (up to 5 points)  | 5                                      | 5                                  | 5                                  | 5                           | 5                       | 5                             | 5                                  |
| <b>Total Points</b>  | <b>28</b>                              | <b>28</b>                          | <b>28</b>                          | <b>28</b>                   | <b>28</b>               | <b>28</b>                     | <b>28</b>                          |
| <b>Mandatory and Eligibility Requirements</b>  |  |                                    |                                    |                             |                         |                               |                                    |
| \$25,000 Letter of Credit requirements met, if applicable (Section Three, A.4. and Item 14 of Exhibit C)                 | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 2. Demographic Commitment selected   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 3.a. Applicant Name provided   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 3.b. Evidence that Applicant is a legally formed entity provided   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 3.d. Applicant & Developer Principals provided   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 3.e. Contact person information provided   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 4.a.(1) Developer Name(s) provided   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 4.a.(2) Evidence that Developer is a legally formed entity provided  | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 4.b.(1) Name of Management Company provided  | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 4.b.(2) Prior general Management Company experience chart provided   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 5.a. Development Name provided   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 5.b.(1) Development County provided  | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 5.b.(2) Development address provided   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 5.c.(1) Development category selected and applicable qualifications met  | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 5.c.(2)(a) If Rehabilitation, estimated qualified basis in Rehab expenses at least \$25,000 per set-aside unit? (Yes/No) | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 5.d. Development Type selected   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 5.e.(1) Total number of units provided and within limits   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 5.e.(2) New Construction Units and/or Rehab Units breakdown provided   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 5.e.(3) Occupancy status of existing units provided  | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 5.f.(1) Status of site plan/plat approval demonstrated   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 5.f.(2) Confirmation of appropriate zoning demonstrated  | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 5.f.(3) Availability of electricity demonstrated   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 5.f.(4) Availability of water demonstrated   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 5.f.(5) Availability of sewer demonstrated   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 5.f.(6) Availability of roads demonstrated   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| Surveyor Certification form completed and executed with Development Location Point provided (Section Four, A.6.a.)       | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| Minimum Total Proximity Score met (Section Four, A.6.b.(2))  | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| Minimum Transit Score met (Section Four, A.6.b.(2))  | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| Mandatory Distance Requirement met (Section Four, A.6.d.)  | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| IDA Development Conditions met, if applicable (Section Four, A.7.c.)   | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |
| 7.a. Minimum Set-Aside selected (Y/N)  | Y                                      | Y                                  | Y                                  | Y                           | Y                       | Y                             | Y                                  |

2015-107 6 County Large Geo RFA Scoring Sheets

| Scoring Items   | 2016-113C                       | 2016-114C                   | 2016-115C                   | 2016-116C            | 2016-117C        | 2016-118C              | 2016-119C                   |
|---|---------------------------------|-----------------------------|-----------------------------|----------------------|------------------|------------------------|-----------------------------|
| Development Name  | The Residences at Equality Park | Anderson Terrace Apartments | Arbours at Ambassador Place | Heron Estates Family | Waterview Pointe | ETHANS WALK APARTMENTS | The Boulevard at West River |
| 7.b. Total set-aside breakdown chart acceptable   | Y                               | Y                           | Y                           | Y                    | Y                | Y                      | Y                           |
| 8. Evidence of site control provided  | Y                               | Y                           | Y                           | Y                    | Y                | Y                      | Y                           |
| 9.a.(1) If Rehabilitation, minimum additional Green Building Features selected                                      | Y                               | Y                           | Y                           | Y                    | Y                | Y                      | Y                           |
| 9.a.(2) If New Construction or Redevelopment, commitment to achieve a Green Building Certification program provided | Y                               | Y                           | Y                           | Y                    | Y                | Y                      | Y                           |
| 9.b. Minimum Resident programs selected, if applicable  | Y                               | Y                           | Y                           | Y                    | Y                | Y                      | Y                           |
| 11.a. HC Request Amount provided  | Y                               | Y                           | Y                           | Y                    | Y                | Y                      | Y                           |
| 11.c. Development Cost Pro Forma free from shortfalls   | Y                               | Y                           | Y                           | Y                    | Y                | Y                      | Y                           |
| TDC less than or equal to TDC Limitation (Item 8 of Exhibit C.)   | Y                               | Y                           | Y                           | Y                    | Y                | Y                      | Y                           |
| Financial Arrears Met (Section Five)  | Y                               | Y                           | Y                           | Y                    | Y                | Y                      | Y                           |
| <b>All Mandatory Elements Met?</b>  | <b>Y</b>                        | <b>Y</b>                    | <b>Y</b>                    | <b>Y</b>             | <b>Y</b>         | <b>Y</b>               | <b>Y</b>                    |
| <b>All Eligibility Requirements Met?</b>  | <b>Y</b>                        | <b>Y</b>                    | <b>Y</b>                    | <b>Y</b>             | <b>Y</b>         | <b>Y</b>               | <b>Y</b>                    |
| <b>Tie-Breakers</b>   |                                 |                             |                             |                      |                  |                        |                             |
| 5.c.(1)(a)(ii)(B) Qualifies for the Development Category Funding Preference   | Y                               | Y                           | Y                           | Y                    | Y                | Y                      | Y                           |
| 11.e. Qualifies for the Per Unit Construction Funding Preference  | Y                               | Y                           | Y                           | Y                    | Y                | Y                      | Y                           |
| 10.c. Qualifies for the Duval County Local Government Qualifying Financial Assistance Funding Preference            | N                               | N                           | N                           | N                    | N                | N                      | N                           |
| Qualifies for the 75 or More Total Unit Funding Preference (Section Four, A.5.e.(1))                                | Y                               | Y                           | N                           | Y                    | Y                | Y                      | Y                           |
| Qualifies for the Florida Job Creation Preference (Item 10, of Exhibit C)   | Y                               | Y                           | Y                           | Y                    | Y                | Y                      | Y                           |
| Lottery Number  | 55                              | 13                          | 26                          | 39                   | 53               | 10                     | 23                          |



| Scoring Items  | 2016-120C | 2016-121C      | 2016-122C | 2016-123C     | 2016-124C        | 2016-125C     | 2016-126C       |
|--|-----------|----------------|-----------|---------------|------------------|---------------|-----------------|
| Development Name   | City Edge | Venetian Isles | 10K       | Heritage Oaks | Georgian Gardens | SEMINOLE PARC | Burlington Post |
| Submission Requirements Met (Sections Three A and Five)  | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| <b>Points Items</b>  |           |                |           |               |                  |               |                 |
| 4.a.(3) General Development Experience (5 points)  | 5         | 5              | 5         | 5             | 5                | 5             | 5               |
| 6. Proximity to Transit and Community Services (up to 18 points)   | 18        | 18             | 18        | 18            | 18               | 0             | 18              |
| 10. Local Government Contributions (up to 5 points)  | 5         | 5              | 5         | 5             | 5                | 5             | 5               |
| <b>Total Points</b>  | <b>28</b> | <b>28</b>      | <b>28</b> | <b>28</b>     | <b>28</b>        | <b>10</b>     | <b>28</b>       |
| <b>Mandatory and Eligibility Requirements</b>  |           |                |           |               |                  |               |                 |
| \$25,000 Letter of Credit requirements met, if applicable (Section Three, A.4. and Item 14 of Exhibit C)                 | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 2. Demographic Commitment selected   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 3.a. Applicant Name provided   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 3.b. Evidence that Applicant is a legally formed entity provided   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 3.d. Applicant & Developer Principals provided   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 3.e. Contact person information provided   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 4.a.(1) Developer Name(s) provided   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 4.a.(2) Evidence that Developer is a legally formed entity provided  | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 4.b.(1) Name of Management Company provided  | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 4.b.(2) Prior general Management Company experience chart provided   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 5.a. Development Name provided   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 5.b.(1) Development County provided  | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 5.b.(2) Development address provided   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 5.c.(1) Development category selected and applicable qualifications met  | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 5.c.(2)(a) If Rehabilitation, estimated qualified basis in Rehab expenses at least \$25,000 per set-aside unit? (Yes/No) | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 5.d. Development Type selected   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 5.e.(1) Total number of units provided and within limits   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 5.e.(2) New Construction Units and/or Rehab Units breakdown provided   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 5.e.(3) Occupancy status of existing units provided  | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 5.f.(1) Status of site plan/plat approval demonstrated   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 5.f.(2) Confirmation of appropriate zoning demonstrated  | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 5.f.(3) Availability of electricity demonstrated   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 5.f.(4) Availability of water demonstrated   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 5.f.(5) Availability of sewer demonstrated   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 5.f.(6) Availability of roads demonstrated   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| Surveyor Certification form completed and executed with Development Location Point provided (Section Four, A.6.a.)       | Y         | Y              | Y         | Y             | Y                | N             | Y               |
| Minimum Total Proximity Score met (Section Four, A.6.b.(2))  | Y         | Y              | Y         | Y             | Y                | N             | Y               |
| Minimum Transit Score met (Section Four, A.6.b.(2))  | Y         | Y              | Y         | Y             | Y                | N             | Y               |
| Mandatory Distance Requirement met (Section Four, A.6.d.)  | Y         | Y              | Y         | Y             | Y                | N             | Y               |
| LDA Development Conditions met, if applicable (Section Four, A.7.c.)   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 7.a. Minimum Set-Aside selected (Y/N)  | Y         | Y              | Y         | Y             | Y                | Y             | Y               |

2015-107 6 County Large Geo RFA Scoring Sheets

| Scoring Items   | 2016-120C | 2016-121C      | 2016-122C | 2016-123C     | 2016-124C        | 2016-125C     | 2016-126C       |
|---|-----------|----------------|-----------|---------------|------------------|---------------|-----------------|
| Development Name  | City Edge | Venetian Isles | 10K       | Heritage Oaks | Georgian Gardens | SEMINOLE PARC | Burlington Post |
| 7.b. Total set-aside breakdown chart acceptable   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 8. Evidence of site control provided  | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 9.a.(1) If Rehabilitation, minimum additional Green Building Features selected                                      | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 9.a.(2) If New Construction or Redevelopment, commitment to achieve a Green Building Certification program provided | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 9.b. Minimum Resident programs selected, if applicable  | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 11.a. HC Request Amount provided  | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 11.c. Development Cost Pro Forma free from shortfalls   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| TDC less than or equal to TDC Limitation (Item 8 of Exhibit C.)   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| Financial Arrears Met (Section Five)  | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| <b>All Mandatory Elements Met?</b>  | Y         | Y              | Y         | Y             | Y                | N             | Y               |
| <b>All Eligibility Requirements Met?</b>  | Y         | Y              | Y         | Y             | Y                | N             | Y               |
| <b>Tie-Breakers</b>   |           |                |           |               |                  |               |                 |
| 5.c.(1)(a)(ii)(B) Qualifies for the Development Category Funding Preference   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 11.e. Qualifies for the Per Unit Construction Funding Preference  | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| 10.c. Qualifies for the Duval County Local Government Qualifying Financial Assistance Funding Preference            | N         | N              | N         | N             | N                | N             | N               |
| Qualifies for the 75 or More Total Unit Funding Preference (Section Four, A.5.e.(1))                                | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| Qualifies for the Florida Job Creation Preference (Item 10, of Exhibit C)   | Y         | Y              | Y         | Y             | Y                | Y             | Y               |
| Lottery Number  | 37        | 50             | 7         | 20            | 34               | 47            | 4               |

| Scoring Items  | 2016-127C      | 2016-128C                | 2016-129C     | 2016-130C               | 2016-131C        | 2016-132C         | 2016-133C                |
|--|----------------|--------------------------|---------------|-------------------------|------------------|-------------------|--------------------------|
| Development Name   | Suncrest Court | Emerald Villas Phase Two | Mango Blossom | Residences at Haverhill | Berkshire Square | Ocean Breeze East | Hidden Forest Apartments |
| Submission Requirements Met (Sections Three A and Five)  | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| <b>Points Items</b>  |                |                          |               |                         |                  |                   |                          |
| 4.a.(3) General Development Experience (5 points)  | 5              | 5                        | 5             | 5                       | 5                | 5                 | 5                        |
| 6. Proximity to Transit and Community Services (up to 18 points)   | 18             | 18                       | 18            | 18                      | 18               | 18                | 18                       |
| 10. Local Government Contributions (up to 5 points)  | 5              | 5                        | 5             | 5                       | 5                | 5                 | 5                        |
| <b>Total Points</b>  | <b>28</b>      | <b>28</b>                | <b>28</b>     | <b>28</b>               | <b>28</b>        | <b>28</b>         | <b>28</b>                |
| <b>Mandatory and Eligibility Requirements</b>  |                |                          |               |                         |                  |                   |                          |
| \$25,000 Letter of Credit requirements met, if applicable (Section Three, A.4. and Item 14 of Exhibit C)                 | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 2. Demographic Commitment selected   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 3.a. Applicant Name provided   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 3.b. Evidence that Applicant is a legally formed entity provided   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 3.d. Applicant & Developer Principals provided   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 3.e. Contact person information provided   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 4.a.(1) Developer Name(s) provided   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 4.a.(2) Evidence that Developer is a legally formed entity provided  | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 4.b.(1) Name of Management Company provided  | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 4.b.(2) Prior general Management Company experience chart provided   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 5.a. Development Name provided   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 5.b.(1) Development County provided  | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 5.b.(2) Development address provided   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 5.c.(1) Development category selected and applicable qualifications met  | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 5.c.(2)(a) If Rehabilitation, estimated qualified basis in Rehab expenses at least \$25,000 per set-aside unit? (Yes/No) | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 5.d. Development Type selected   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 5.e.(1) Total number of units provided and within limits   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 5.e.(2) New Construction Units and/or Rehab Units breakdown provided   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 5.e.(3) Occupancy status of existing units provided  | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 5.f.(1) Status of site plan/plat approval demonstrated   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 5.f.(2) Confirmation of appropriate zoning demonstrated  | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 5.f.(3) Availability of electricity demonstrated   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 5.f.(4) Availability of water demonstrated   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 5.f.(5) Availability of sewer demonstrated   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 5.f.(6) Availability of roads demonstrated   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| Surveyor Certification form completed and executed with Development Location Point provided (Section Four, A.6 a.)       | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| Minimum Total Proximity Score met (Section Four, A.6.b.(2))  | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| Minimum Transit Score met (Section Four, A.6.b.(2))  | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| Mandatory Distance Requirement met (Section Four, A.6.d.)  | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| LDA Development Conditions met, if applicable (Section Four, A.7 c.)   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 7.a. Minimum Set-Aside selected (Y/N)  | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |

2015-107 6 County Large Geo RFA Scoring Sheets

| Scoring Items   | 2016-127C      | 2016-128C                | 2016-129C     | 2016-130C               | 2016-131C        | 2016-132C         | 2016-133C                |
|---|----------------|--------------------------|---------------|-------------------------|------------------|-------------------|--------------------------|
| Development Name  | Suncrest Court | Emerald Villas Phase Two | Mango Blossom | Residences at Haverhill | Berkshire Square | Ocean Breeze East | Hidden Forest Apartments |
| 7.b. Total set-aside breakdown chart acceptable   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 8. Evidence of site control provided  | Y              | Y                        | N             | Y                       | Y                | Y                 | Y                        |
| 9.a.(1) If Rehabilitation, minimum additional Green Building Features selected                                      | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 9.a.(2) If New Construction or Redevelopment, commitment to achieve a Green Building Certification program provided | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 9.b. Minimum Resident programs selected, if applicable  | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 11.a. HC Request Amount provided  | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 11.c. Development Cost Pro Forma free from shortfalls   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| TDC less than or equal to TDC Limitation (Item 8 of Exhibit C.)   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| Financial Arrears Met (Section Five)  | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| <b>All Mandatory Elements Met?</b>  | Y              | Y                        | N             | Y                       | Y                | Y                 | Y                        |
| <b>All Eligibility Requirements Met?</b>  | Y              | Y                        | N             | Y                       | Y                | Y                 | Y                        |
| <b>Tie-Breakers</b>   |                |                          |               |                         |                  |                   |                          |
| 5.c.(1)(a)(ii)(B) Qualifies for the Development Category Funding Preference   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 11.e. Qualifies for the Per Unit Construction Funding Preference  | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| 10.c. Qualifies for the Duval County Local Government Qualifying Financial Assistance Funding Preference            | N              | N                        | N             | N                       | N                | N                 | N                        |
| Qualifies for the 75 or More Total Unit Funding Preference (Section Four, A.5.e.(1))                                | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| Qualifies for the Florida Job Creation Preference (Item 10, of Exhibit C)   | Y              | Y                        | Y             | Y                       | Y                | Y                 | Y                        |
| Lottery Number  | 18             | 31                       | 44            | 1                       | 15               | 28                | 41                       |

| Scoring Items  | 2016-134C                      | 2016-135C             | 2016-136C                | 2016-137C               | 2016-138C                                 | 2016-139C                          |
|--|--------------------------------|-----------------------|--------------------------|-------------------------|---|------------------------------------|
| <b>Development Name</b>  | <b>Pinnacle at Bella Vista</b> | <b>Chestnut Trail</b> | <b>Southwick Commons</b> | <b>Laburnum Gardens</b> | <b>Bethune Residences I at West River</b> | <b>Goldenrod Pointe Apartments</b> |
| Submission Requirements Met (Sections Three A and Five)  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| <b>Points Items</b>  |                                |                       |                          |                         |   |                                    |
| 4.a.(3) General Development Experience (5 points)  | 5                              | 5                     | 5                        | 5                       | 5   | 5                                  |
| 6. Proximity to Transit and Community Services (up to 18 points)   | 18                             | 18                    | 18                       | 18                      | 18  | 18                                 |
| 10. Local Government Contributions (up to 5 points)  | 5                              | 5                     | 5                        | 5                       | 5   | 5                                  |
| <b>Total Points</b>  | <b>28</b>                      | <b>28</b>             | <b>28</b>                | <b>28</b>               | <b>28</b>                                 | <b>28</b>                          |
| <b>Mandatory and Eligibility Requirements</b>  |                                |                       |                          |                         |   |                                    |
| \$25,000 Letter of Credit requirements met, if applicable (Section Three, A.4. and Item 14 of Exhibit C)                 | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 2. Demographic Commitment selected   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 3.a. Applicant Name provided   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 3.b. Evidence that Applicant is a legally formed entity provided   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 3.d. Applicant & Developer Principals provided   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 3.e. Contact person information provided   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 4.a.(1) Developer Name(s) provided   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 4.a.(2) Evidence that Developer is a legally formed entity provided  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 4.b.(1) Name of Management Company provided  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 4.b.(2) Prior general Management Company experience chart provided   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 5.a. Development Name provided   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 5.b.(1) Development County provided  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 5.b.(2) Development address provided   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 5.c.(1) Development category selected and applicable qualifications met  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 5.c.(2)(a) If Rehabilitation, estimated qualified basis in Rehab expenses at least \$25,000 per set-aside unit? (Yes/No) | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 5.d. Development Type selected   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 5.e.(1) Total number of units provided and within limits   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 5.e.(2) New Construction Units and/or Rehab Units breakdown provided   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 5.e.(3) Occupancy status of existing units provided  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 5.f.(1) Status of site plan/plat approval demonstrated   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 5.f.(2) Confirmation of appropriate zoning demonstrated  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 5.f.(3) Availability of electricity demonstrated   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 5.f.(4) Availability of water demonstrated   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 5.f.(5) Availability of sewer demonstrated   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 5.f.(6) Availability of roads demonstrated   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| Surveyor Certification form completed and executed with Development Location Point provided (Section Four, A.6.a.)       | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| Minimum Total Proximity Score met (Section Four, A.6.b.(2))  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| Minimum Transit Score met (Section Four, A.6.b.(2))  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| Mandatory Distance Requirement met (Section Four, A.6.d.)  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| LDA Development Conditions met, if applicable (Section Four, A.7.c.)   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 7.a. Minimum Set-Aside selected (Y/N)  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |

2015-107 6 County Large Geo RFA Scoring Sheets

| Scoring Items   | 2016-134C                      | 2016-135C             | 2016-136C                | 2016-137C               | 2016-138C                                 | 2016-139C                          |
|---|--------------------------------|-----------------------|--------------------------|-------------------------|---|------------------------------------|
| <b>Development Name</b>   | <b>Pinnacle at Bella Vista</b> | <b>Chestnut Trail</b> | <b>Southwick Commons</b> | <b>Laburnum Gardens</b> | <b>Bethune Residences I at West River</b> | <b>Goldenrod Pointe Apartments</b> |
| 7.b. Total set-aside breakdown chart acceptable   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 8. Evidence of site control provided  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 9.a.(1) If Rehabilitation, minimum additional Green Building Features selected                                      | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 9.a.(2) If New Construction or Redevelopment, commitment to achieve a Green Building Certification program provided | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 9.b. Minimum Resident programs selected, if applicable  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 11.a. HC Request Amount provided  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 11.c. Development Cost Pro Forma free from shortfalls   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| TDC less than or equal to TDC Limitation (Item 8 of Exhibit C.)   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| Financial Arrears Met (Section Five)  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| <b>All Mandatory Elements Met?</b>  | <b>Y</b>                       | <b>Y</b>              | <b>Y</b>                 | <b>Y</b>                | <b>Y</b>                                  | <b>Y</b>                           |
| <b>All Eligibility Requirements Met?</b>  | <b>Y</b>                       | <b>Y</b>              | <b>Y</b>                 | <b>Y</b>                | <b>Y</b>                                  | <b>Y</b>                           |
| <b>Tie-Breakers</b>   |                                |                       |                          |                         |   |                                    |
| 5.c.(1)(a)(ii)(B) Qualifies for the Development Category Funding Preference   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 11.e. Qualifies for the Per Unit Construction Funding Preference  | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| 10.c. Qualifies for the Duval County Local Government Qualifying Financial Assistance Funding Preference            | N                              | N                     | N                        | N                       | N   | N                                  |
| Qualifies for the 75 or More Total Unit Funding Preference (Section Four, A.5.e.(1))                                | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| Qualifies for the Florida Job Creation Preference (Item 10, of Exhibit C)   | Y                              | Y                     | Y                        | Y                       | Y   | Y                                  |
| Lottery Number  | 12                             | 25                    | 52                       | 9                       | 22  | 36                                 |

**Exhibit A to RFA 2015-107- Housing Credit Financing for Affordable Housing Developments located in Broward, Duval, Hillsborough, Orange, Palm Beach and Pinellas Counties**

**1. Submission Requirements:**

a. Application Withdrawal Disincentive:

The Applicant must indicate which of the following it elects to provide in the Application labeled "Original Hard Copy:"

- (1) \$25,000 Application Withdrawal Cash Deposit, as outlined in Section Three A.3. of the RFA.

Should the Applicant be eligible to receive a refund of the cash deposit, to whom should the refund check be made payable?

Southport Financial Services, Inc.

If this information is not provided in the Application, the Corporation shall make the refund check payable to the Applicant.

or

- (2) \$25,000 Letter of Credit, as outlined in the RFA at Section Three A.4. of the RFA.

b. Applicant Certification and Acknowledgement:

The Applicant must include a signed Applicant Certification and Acknowledgement form as **Attachment 1** to Exhibit A, as outlined in Section Four A.1.b. of the RFA.

**2. Demographic Commitment:**

The Applicant must select one (1) Demographic Category:

- a. Family

- b. Elderly – The Applicant must indicate the type of Elderly Development:

- (1) Elderly ALF
- (2) Elderly Non-ALF

**3. Applicant Information:**

a. The Applicant must state the name of the Applicant:

SP Gardens LLC

- b. The Applicant must provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as **Attachment 2**.
- c. Is the Applicant applying as a Non-Profit organization?  
 Yes       No

If “Yes,” in order to be considered to be a Non-Profit entity for purposes of this RFA, the Applicant must meet the definition of Non-Profit as set out in Rule Chapter 67-48, F.A.C., answer the following questions, and provide the required information.

(1) Provide the following information for each Non-Profit entity as **Attachment 3**:

- (a) The IRS determination letter;
- (b) The description/explanation of the role of the Non-Profit entity;
- (c) The names and addresses of the members of the governing board of the Non-Profit entity; and
- (d) The articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low-income housing.

(2) Answer the following questions:

- (a) Is the Applicant or one of its general partners or managing members incorporated as a Non-Profit entity pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Yes       No

If “No,” is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a Non-Profit entity formed pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Yes       No

- (b) Is the Applicant or one of its general partners or managing members a 501(c)(3) or 501(c)(4) Non-Profit entity, or is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a 501(c)(3) or 501(c)(4) Non-Profit entity?

Yes       No

- (c) Does the Non-Profit entity have an ownership interest, either directly or indirectly, in the general partner or general partnership interest or in the managing member or the managing member’s interest in the Applicant?

Yes       No

If “Yes,” state the percentage owned in the general partnership or managing member interest: [Click here to enter text.](#)%



(d) Percentage of Developer's fee that will go to the Non-Profit entity: [Click here to enter text.](#)%

(e) Year Non-Profit entity was incorporated (yyyy): [Click here to enter text.](#)

(f) Is the Non-Profit entity affiliated with or controlled by a for-profit entity within the meaning of Section 42(h), Internal Revenue Code?

Yes  No

If "Yes," state name of the for-profit entity:

[Click here to enter text.](#)

d. Principals for the Applicant and for each Developer:

The Applicant must provide the required information for the Applicant and for each Developer as **Attachment 4**.

e. Contact Person for this Application:

First Name: Brianne

Middle Initial: E

Last Name: Heffner

Street Address: 5403 West Gray Street

City: Tampa

State: FL

Zip: 33609

Telephone: 813-288-6988

Facsimile: 813-288-1522

E-Mail Address: FHFCcontact@sphome.com

Relationship to Applicant: Authorized Representative

#### 4. Developer and Management Company Information:

a. General Developer Information:

(1) The Applicant must state the name of each Developer (including all co-Developers):

Southport Development, Inc. a Washington corporation doing business in Florida as Southport Development Services, Inc.

[Click here to enter text.](#)

[Click here to enter text.](#)

(2) For each Developer entity listed in question (1) above (that is not a natural person), the Applicant must provide, as **Attachment 5**, the required documentation demonstrating that it is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

(3) General Development Experience:

To be eligible for points, the Applicant must correctly respond to both (a) and (b) below:

- (a) For each experienced Developer entity, the Applicant must provide, as **Attachment 5**, a prior experience chart for at least one (1) experienced Principal of that entity. The prior experience chart for the Principal must reflect the required information for the three (3) completed affordable rental housing developments, one (1) of which must be a Housing Credit development.
- (b) The Applicant must indicate whether the Developer Experience Withdrawal Disincentive criteria outlined in Section Four A.4.a.(3)(b) of the RFA is met.

Yes       No

b. General Management Company Information:

- (1) The Applicant must state the name of the Management Company:

Cambridge Management, Inc. a Washington corporation doing business in Florida as Cambridge Management of Washington, Inc.

- (2) The Applicant must provide, as **Attachment 6**, a prior experience chart for the Management Company or a principal of the Management Company reflecting the required information as outlined in Section Four A.4.b. of the RFA.

**5. General Development Information:**

- a. The Applicant must state the name of the proposed Development:

Laburnum Gardens

- b. Location of Development Site:

- (1) The Applicant must indicate the County: Hillsborough

- (2) Address of Development Site:

The Applicant must state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of county:

On the north side of Bloomingdale Ave, 1000ft East of the intersection of Bloomingdale Ave and Bell Shoals Rd, Valrico, FL

- c. Development Category / Rental Assistance (RA) Level / Concrete Construction:

- (1) The Applicant must select one (1) applicable Development Category New construction and provide the required information as **Attachment 7**.

Note: The Applicant should refer to Section Four A.5.c. of the RFA before making a selection.

(2) If Rehabilitation or Acquisition and Rehabilitation is selected at (1) above, the following information must be provided:

(a) The Applicant must indicate the estimated qualified basis in Rehabilitation expenses per set aside unit within one 24-month period for the building(s) being rehabilitated: [Click here to enter text.](#)

(b) Was the existing building(s) to be rehabilitated originally built in 1995 or earlier, either originally financed or is it currently financed through one or more of the following HUD or RD programs: sections 202, 236, 514, 515, 516, 811, or either has PBRA or is public housing assisted through ACC, and the proposed Development did not close on funding from HUD or RD after 1995 where the budget was at least \$10,000 per unit for rehabilitation in any year?

Yes  No

(3) Does the proposed Development meet the requirements to be considered to be concrete construction?

Yes  No

Note: The Applicant should refer to Section Four A.5.c.(3) of the RFA before making a selection.

d. The Applicant must select one (1) applicable Development Type: Garden Apartments

Note: The Applicant should refer to Section Four A.5.d. of the RFA before making a selection.

e. Number of Units in Proposed Development:

(1) The Applicant must state the total number of units: 81

(2) The Applicant must select the applicable item below:

(a) Proposed Development consists of 100% new construction units

(b) Proposed Development consists of 100% rehabilitation units

(c) Proposed Development consists of a combination of new construction units and rehabilitation units. State the quantity of each type:

[Click here to enter text.](#) new construction units and [Click here to enter text.](#) rehabilitation units

(3) The Applicant must indicate which of the following applies with regard to the occupancy status of any existing units:

(a) Existing units are currently occupied

(b) Existing units are not currently occupied

- (c) There are no existing units

f. Ability to Proceed:

As outlined in Section Four A.5.f. of the RFA, the Applicant must provide the following information to demonstrate Ability to Proceed:

- (1) Status of Site Plan Approval or Plat Approval. The Applicant must provide, as **Attachment 8** to Exhibit A, the applicable properly completed and executed verification form: (a) Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (Form Rev. 11-14) or (b) Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Residential Rental Developments form (Form Rev. 11-14).
- (2) Appropriate Zoning. The Applicant must provide, as **Attachment 9** to Exhibit A, the applicable properly completed and executed verification form: (a) Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 11-14) or (b) Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form (Form Rev. 11-14).
- (3) Availability of Electricity. The Applicant must provide, as **Attachment 10** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 11-14).
- (4) Availability of Water. The Applicant must provide, as **Attachment 11** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 11-14).
- (5) Availability of Sewer. The Applicant must provide, as **Attachment 12** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 11-14).
- (6) Availability of Roads. The Applicant must provide, as **Attachment 13** to Exhibit A, an acceptable letter from the Local Government or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 11-14).

**6. Proximity:**

In order for Applications for proposed Developments located in the City of Belle Glade or the City of South Bay in Palm Beach County to meet the Mandatory requirement to provide a Development Location Point and to automatically achieve the required Minimum Transit Service Score and the Minimum Total Proximity Score and receive the Maximum Total Proximity Score of 18 points, the Applicant must provide, as **Attachment 14**, the required letter from the City of Belle Glade or the City of South Bay, and the properly completed and executed Surveyor Certification form (Form Rev. 07-15), as outlined in Section Four A.6.a.(1) of the RFA.

In order for Applications for proposed Developments located in any jurisdiction other than the City of Belle Glade or the City of South Bay to meet the Mandatory requirement to provide a Development Location Point and to be eligible for proximity points that are not automatically awarded, the Applicant must provide an acceptable Surveyor Certification form as **Attachment 14**, as outlined in Section Four A.6.a.(2) of the RFA. The form must reflect the Development Location Point and, if applicable, the Services information for the Bus or Rail Transit Service (if Private Transportation is not selected at question 6.b. below) and Community Services for which the Applicant is seeking points.

a. PHA or RD Proximity Point Boost:

If the proposed Development qualifies for the PHA Point Boost or the RD Point Boost, select (1) or (2) below and provide the required information.

- (1) PHA Point Boost - The proposed Development qualifies for the PHA Point Boost because all of the units in the proposed Development are located on a site(s) with an existing Declaration of Trust between a Public Housing Authority and HUD as demonstrated in the letter provided as **Attachment 14** (as outlined in Section Four A.6.b.(1)(a) of the RFA).
- (2) RD Point Boost – The proposed Development qualifies for the RD Point Boost because the property has existing RD 515 funding as demonstrated in the letter provided as Attachment 18 (as outlined in Sections Four A.6.b.(1)(b) and Four A.11.b.(3)(b) of the RFA).

b. Private Transportation Transit Service:

If the Applicant selected the Elderly Demographic (ALF or Non-ALF) at question 2.b. above, does the Applicant commit to provide private transportation, as outlined in Section Four A.6.c.(1)(a), as its Transit Service?

- Yes       No

c. Mandatory Distance Requirement:

For proximity of the proposed Development to the closest Development latitude and longitude coordinates identified on the September 21, 2015 FHFC Development Proximity List, indicate which of the following applies to this Application.

(1) Applications Eligible for Automatic Qualification:

Applicants that are eligible to select (a) or (b) below will be eligible for the automatic qualification for the Mandatory Distance Requirement.

- (a) The Applicant selected the Rehabilitation or Acquisition and Rehabilitation Development Category at question 5.c.(1) of Exhibit A, the proposed Development involves the Rehabilitation of an existing, occupied residential rental property in operation as of the Application Deadline and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside

30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart at question 7.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed Development consists of a total of 250 units or less, unless further restricted by the Elderly Demographic requirements outlined in Exhibit C.

- (b) The Applicant selected the Redevelopment or Acquisition and Redevelopment Development Category at question 5.c.(1) of Exhibit A and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart at question 7.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed Development consists of a total of 250 units or less, unless further restricted by the Elderly Demographic requirements outlined in Exhibit C.
- (c) The proposed Development is located within the city limits of the City of Belle Glade or the City of South Bay, as demonstrated by the documentation provided as Attachment 14.

Note RA Levels are described in Section Four A 5.c.(2) of the RFA.

(2) Applications Not Eligible for Automatic Qualification:

Applicants that are not eligible for the automatic qualification for the Mandatory Distance Requirement should follow the instructions outlined in Section Four A.6.d.(2) of the RFA to determine whether the Application meets the Mandatory Distance Requirement and answer the following question:

Do the proposed Development and any Development(s) on the List have one or more of the same Financial Beneficiaries and meet at least one (1) of the following criteria: (a) they are contiguous or divided by a street, and/or (b) they are divided by a prior phase of the proposed Development?

- Yes       No

If "Yes", the Applicant must identify the specific Development(s) on the List that it wishes to disregard (as outlined in Section Four A.6.d.(2) of the RFA):

[Click here to enter text.](#)

**7. Set-Aside Commitments:**

a. Minimum Set-Aside per Section 42 of the IRC:

The Applicant must select one of the following:

- 20% of units at 50% Area Median Income (AMI) or lower
- 40% of units at 60% AMI or lower
- Deep rent skewing option as defined in Section 42 of the IRC, as amended

b. Total Set-Aside Breakdown Chart:

The Applicant must reflect on the Total Set-Aside Breakdown Chart below all income set-aside commitments (required set-asides and additional set-asides, including all required ELI set-asides, as well as the total set-aside percentage) by listing the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level:

| Total Set-Aside Breakdown Chart |                 |
|---------------------------------|-----------------|
| Percentage of Residential Units | AMI Level       |
| 0%                              | At or Below 25% |
| 0%                              | At or Below 28% |
| 0%                              | At or Below 30% |
| 0%                              | At or Below 33% |
| 0%                              | At or Below 35% |
| 10%                             | At or Below 40% |
| 0%                              | At or Below 45% |
| 0%                              | At or Below 50% |
| 90%                             | At or Below 60% |
| Total Set-Aside Percentage:     | 100%            |

Note: The Applicant should refer to Section Four A.7.b. of the RFA before completing this chart.

8. Site Control:

The Applicant must demonstrate site control by providing the following documentation as **Attachment 15**, as outlined at Section Four A.8. of the RFA:

- a. A fully executed eligible contract for purchase and sale for the subject property; and/or
- b. A recorded deed or recorded certificate of title; and/or
- c. A copy of the fully executed long-term lease.

9. Construction Features and Resident Programs:

a. Construction Features:

(1) If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 5.c.(1) above, the Applicant must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10.

- Programmable thermostat in each unit (2 points)
- Humidistat in each unit (2 points)
- Water Sense certified dual flush toilets in all bathrooms (2 points)
- Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
- Energy Star qualified roof coating (2 points) \*
- Energy Star qualified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) \*

- Eco-friendly cabinets – formaldehyde free and material must be certified by the Forest Stewardship Council or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)
- Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)
- High Efficiency HVAC with SEER of at least 16 (2 points) \*\*
- Energy efficient windows in each unit (3 points) †
- Florida Yards and Neighborhoods certification on all landscaping (2 points)
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

\*The Applicant may choose only one option related to Energy Star qualified roofing.

\*\*Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments in Exhibit C.

†See specific requirements per Development Type at Section Four A.9.a.(1) of the RFA.

or

- (2) If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 5.c.(1) above, the Applicant must indicate its commitment to achieve one of the following Green Building Certification programs: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS). Does the Applicant commit to achieve one of these programs?

Yes       No

b. Resident Programs:

- (1) If the Applicant selected the Family Demographic at question 2.a. above, the Applicant must select at least three (3) of the following resident programs (which are described at Section Four A.9.b.(1) of the RFA):

- After School Program for Children
- Literacy Training
- Employment Assistance Program
- Family Support Coordinator

- (2) If the Applicant selected the Elderly Non-ALF Demographic at question 2.b.(2) above, the Applicant must select at least three (3) of the following resident programs (which are described at Section Four A.9.b.(2) of the RFA):

- Literacy Training
- Computer Training
- Daily Activities
- Assistance with Light Housekeeping, Grocery Shopping and/or Laundry
- Resident Assurance Check-In Program



**10. Local Government Contributions:**

a. Applicants Eligible for Automatic Points:

If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 5.c.(1) above, the Application will automatically receive maximum points.

b. Applicants Not Eligible for Automatic Points:

If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 5.c.(1) above, has a Local Government committed to provide a contribution to the proposed Development?

Yes                       No

If “Yes”, in order to be considered for points for this section of the RFA, the Applicant must provide the following applicable Local Government Verification of Contribution form(s) as **Attachment 16**:

- (1) Local Government Verification of Contribution – Grant Form;
- (2) Local Government Verification of Contribution – Fee Waiver Form;
- (3) Local Government Verification of Contribution – Loan Form; and/or
- (4) Local Government Verification of Contribution – Fee Deferral Form.

c. Duval County Local Government Qualifying Financial Assistance Funding Preference:

If the proposed Development is located in Duval County, has the Applicant provided Local Government Verification of Contribution forms for cash grants and/or cash loans where the total of the face amounts of these cash contributions is equal to or greater than the minimum qualifying amounts for the proposed Development’s Building Type as listed on the table in Section Four, A.10.c. of the RFA?

Yes                       No

**11. Funding:**

a. State the Applicant’s Housing Credit Request Amount (annual amount): \$ **1,420,000.00**

(1) Difficult Development Area (DDA) and Qualified Census Tract (QCT):

(a) Is the proposed Development located in a HUD-designated DDA, as defined in Section 42(d)(5)(B)(iii), IRC, as amended?

Yes                       No

If “Yes”, indicate which DDA: Tampa-St.Petersburg-Clearwater, FL MSA;  
Hillsborough County

(b) If the proposed Development is not located in a HUD-designated DDA (as indicated by the Applicant in question (a) above), is it located in a QCT as defined in Section 42(d)(5)(B)(ii) of the IRC, as amended?

Yes       No

If “Yes”, indicate the QCT Number: [Click here to enter text.](#) and provide a copy of a letter from the local planning office or census bureau which verifies that the proposed Development is located in the referenced QCT as **Attachment 17**.

(2) Multiphase Development:

If the proposed Development is a phase of a multiphase Development, as outlined in Section Four A.11.a.(2) of the RFA, indicate which of the following applies:

- (a) The proposed Development is the first phase of a multiphase Development eligible for the HC boost.

or

- (b) The proposed Development is a subsequent phase of a multiphase Development eligible for the HC boost.

b. Other Funding:

(1) If a PLP loan has been awarded for this Development, provide the following information:

|   |  |
|---|--|
| Corporation File #                        | Amount of Funding                            |
| <a href="#">Click here to enter text.</a> | \$ <a href="#">Click here to enter text.</a> |

(2) If any other Corporation funds will be incorporated as a source of financing for the proposed Development, provide the information in the chart below:

| Corporation Program | Corporation File No.           | Amount of Funding               |
|---------------------|--------------------------------|---------------------------------|
| SAIL                | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |
| HOME-Rental         | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |
| MMRB                | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |
| EHCL                | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |

(3) If the proposed Development is assisted with funding under the United States Department of Agriculture RD 515 Program and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation as **Attachment 18** to Exhibit A.

RD 515       RD 538

c. Finance Documents:

The Applicant must complete the Development Cost Pro-Forma, the Detail/Explanation Sheet, if applicable, the Construction or Rehab Analysis, and the Permanent Analysis.

d. Non-Corporation Funding Proposals:

The Applicant must attach all funding proposals executed by the lender(s) or other source(s). Insert the documentation for each source as a separate attachment to Exhibit A, beginning with **Attachment 19**, and continuing with sequentially numbered attachments for each additional funding source.

e. Per Unit Construction Funding Preference:

Does the proposed Development qualify for the Per Unit Construction Funding Preference, as outlined at Section Four A.11.e. of the RFA?

Yes       No

\*\*\*\*\*

**Addenda**

The Applicant may use the space below to provide any additional information or explanatory addendum for items in the Application. Please specify the particular Item to which the additional information or explanatory addendum applies.

5.b.(2). Address of Development - Applicant is using a descriptive address because the applicant is purchasing only a portion of the multiuse commerce center located at 1108 E Bloomingdale Ave. Valico, Florida. As referenced in Site Control documents enclosed in Attachment 15.

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 1 of 4)

- NOTES
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C. Any portion of the fee that has been deferred must be included in Total Development Cost.
  - (2) Because Housing Credit equity is being used as a source of financing, complete Columns 1 and 2.
  - (3) General Contractor's fee is limited to 14% of actual construction cost (A.1.1 Column 3). The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit
  - (4) In reference to impact fees, a tax professional's advice should be sought regarding eligibility of these fees.
  - (5) For Application purposes, the maximum hard cost contingency allowed cannot exceed (i) 5% for Developments where 50% or more of the units are new construction, or (ii) 15% for Developments where less than 50% of the units are new construction. In any case, the maximum soft cost contingency allowed cannot exceed 5%. Hard costs are represented by the total of A1.3. TOTAL ACTUAL CONSTRUCTION COSTS and soft costs are represented by the total of A2. TOTAL GENERAL DEVELOPMENT COST. Limitations on these cost line items post-Application are provided in Rule Chapter 67-48, F.A.C. Operating Deficit Reserves (ODR) are not to be included in C. DEVELOPMENT COST and cannot be used in determining the maximum Developer fee. An ODR, if necessary, will be sized in credit underwriting and may be different than the Application limit.
  - (6) Because Housing Credit equity is being used as a source of financing, an estimated compliance fee should be included in column 2.
  - (7) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF \* ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

|   | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL              |
|---|-------------------------------|-------------------------------|-------------------------|
| <b>DEVELOPMENT COSTS</b>  |                               |                               |                         |
| <i>Actual Construction Costs</i>  |                               |                               |                         |
| Accessory Buildings   | _____                         | _____                         | _____                   |
| Demolition  | _____                         | _____                         | _____                   |
| New Rental Units  | 8,200,000.00                  | _____                         | <b>8,200,000.00</b>     |
| <b>*Off-Site Work (explain in detail)</b>   | _____                         | _____                         | _____                   |
| Recreational Amenities  | 50,000.00                     | _____                         | <b>50,000.00</b>        |
| Rehab of Existing Common Areas  | _____                         | _____                         | _____                   |
| Rehab of Existing Rental Units  | _____                         | _____                         | _____                   |
| Site Work   | 1,050,000.00                  | _____                         | <b>1,050,000.00</b>     |
| <b>*Other (explain in detail)</b>   | _____                         | _____                         | _____                   |
| <b>A1.1. Actual Construction Cost</b>   | <b>\$ 9,300,000.00</b>        | <b>\$ _____</b>               | <b>\$ 9,300,000.00</b>  |
| <b>A1.2. General Contractor Fee</b> <small>See Note (3)</small><br><b>(Max. 14% of A1.1., column 3)</b> | <b>\$ 1,200,000.00</b>        | <b>\$ _____</b>               | <b>\$ 1,200,000.00</b>  |
| <b>A1.3. TOTAL ACTUAL CONSTRUCTION COSTS</b>  | <b>\$ 10,500,000.00</b>       | <b>\$ _____</b>               | <b>\$ 10,500,000.00</b> |
| <i>General Development Costs</i>  |                               |                               |                         |
| Accounting Fees   | 25,000.00                     | _____                         | <b>25,000.00</b>        |
| Appraisal   | 10,000.00                     | _____                         | <b>10,000.00</b>        |

## RFA 2015-107 DEVELOPMENT COST PRO FORMA

(Page 2 of 4)

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL             |
|--|-------------------------------|-------------------------------|------------------------|
| <i>General Development Costs (Cont'd)</i>              |                               |                               |                        |
| Architect's Fee - Site/Building Design                 | 200,000 00                    |                               | 200,000.00             |
| Architect's Fee - Supervision                          | 25,000 00                     |                               | 25,000.00              |
| Builder's Risk Insurance                               | 48,255 00                     |                               | 48,255.00              |
| Building Permit  | 140,250 00                    |                               | 140,250.00             |
| Brokerage Fees - Land/Buildings                        |                               |                               |                        |
| Capital Needs Assessment                               | 10,000 00                     |                               | 10,000.00              |
| Engineering Fees                                       | 75,000 00                     |                               | 75,000.00              |
| Environmental Report                                   | 10,000 00                     |                               | 10,000.00              |
| FHFC Administrative Fee                                |                               | 127,800 00                    | 127,800.00             |
| FHFC Application Fee                                   |                               | 3,000 00                      | 3,000.00               |
| FHFC Compliance Fee <sup>See Note (6)</sup>            |                               | 206,476 00                    | 206,476.00             |
| FHFC Credit Underwriting Fees                          |                               | 11,661 00                     | 11,661.00              |
| Green Building Certification/<br>HERS Inspection Costs |                               | 20,000 00                     | 20,000.00              |
| <b>*Impact Fees (list in detail)</b>                   | 136,190 00                    |                               | 136,190.00             |
| Inspection Fees  | 15,000 00                     |                               | 15,000.00              |
| Insurance  | 45,000 00                     | 20,000 00                     | 65,000.00              |
| Legal Fees   | 150,000 00                    | 50,000 00                     | 200,000.00             |
| Market Study   | 7,500 00                      |                               | 7,500.00               |
| Marketing/Advertising                                  |                               | 20,000 00                     | 20,000.00              |
| Property Taxes   | 32,500 00                     | 7,500 00                      | 40,000.00              |
| Soil Test Report                                       | 10,000 00                     |                               | 10,000.00              |
| Survey   |                               |                               |                        |
| Title Insurance & Recording Fees                       | 78,664 00                     |                               | 78,664.00              |
| Utility Connection Fee                                 | 336,000 00                    |                               | 336,000.00             |
| <b>*Other (explain in detail)</b>                      |                               |                               |                        |
| <b>A2. TOTAL GENERAL DEVELOPMENT COST</b>              | <b>\$ 1,354,359.00</b>        | <b>\$ 466,437.00</b>          | <b>\$ 1,820,796.00</b> |

## RFA 2015-107 DEVELOPMENT COST PRO FORMA

(Page 3 of 4)

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL              |
|--|-------------------------------|-------------------------------|-------------------------|
| <i>Financial Costs</i>   |                               |                               |                         |
| Construction Loan Origination/<br>Commitment Fee(s)  | 65,000.00                     |                               | 65,000.00               |
| Construction Loan Credit<br>Enhancement Fee(s)   |                               |                               |                         |
| Construction Loan Interest   | 165,000.00                    | 22,500.00                     | 187,500.00              |
| Permanent Loan Origination/<br>Commitment Fee(s)   |                               | 26,000.00                     | 26,000.00               |
| Permanent Loan Credit<br>Enhancement Fee(s)  |                               |                               |                         |
| Permanent Loan Closing Costs   |                               | 10,000.00                     | 10,000.00               |
| Bridge Loan Origination/<br>Commitment Fee(s)  |                               |                               |                         |
| Bridge Loan Interest   |                               |                               |                         |
| Non-Permanent Loan(s) Closing<br>Costs   | 10,000.00                     |                               | 10,000.00               |
| <b>*Other (explain in detail)</b>  |                               |                               |                         |
| <b>A3. TOTAL FINANCIAL COSTS</b>   | <b>\$ 240,000.00</b>          | <b>\$ 58,500.00</b>           | <b>\$ 298,500.00</b>    |
| <b>A4. CONTINGENCY RESERVES</b> <small>See Note (6)</small>                                      | <b>\$ 500,000.00</b>          |                               | <b>\$ 500,000.00</b>    |
| <b>B1. ACQUISITION COST OF EXISTING<br/>DEVELOPMENTS (EXCLUDING<br/>LAND) Existing Buildings</b> | <b>\$</b>                     | <b>\$</b>                     | <b>\$</b>               |
| <b>B2. *Other (explain in detail)</b>  | <b>\$</b>                     | <b>\$</b>                     | <b>\$</b>               |
| <b>C. DEVELOPMENT COST</b><br>(A1.3+A2+A3+A4+B1+B2)  | <b>\$ 12,594,359.00</b>       | <b>\$ 524,937.00</b>          | <b>\$ 13,119,296.00</b> |
| <b>D. DEVELOPER'S FEE</b> <small>See Note (1)</small>  | <b>\$ 1,800,000.00</b>        |                               | <b>\$ 1,800,000.00</b>  |
| <b>E. OPERATING DEFICIT RESERVES</b> <small>See Note (6)</small>                                 |                               |                               |                         |
| <b>F. TOTAL LAND COST</b>  |                               | <b>\$ 2,000,000.00</b>        | <b>\$ 2,000,000.00</b>  |
| <b>G. TOTAL DEVELOPMENT COST</b> <small>See Note (7)</small><br>(C+D+E+F)                        | <b>\$ 14,394,359.00</b>       | <b>\$ 2,524,937.00</b>        | <b>\$ 16,919,296.00</b> |

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 4 of 4)

**Detail/Explanation Sheet**

**Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.**

**DEVELOPMENT COSTS**

***Actual Construction Cost***

*(as listed at Item A1.)*

Off-Site Work:

Other:

***General Development Costs***

*(as listed at Item A2.)*

Impact Fees:   
\$99,040 Transportation Impact, \$6,000 Fire, \$31,150 Parks,

Other:

***Financial Costs***

*(as listed at Item A3.)*

Other:

***Acquisition Cost of Existing Developments***

*(as listed at Item B2.)*

Other:

NOTE: Neither brokerage fees nor syndication fees can be included in eligible basis. Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer fee. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 1 of 2)

**CONSTRUCTION/REHAB ANALYSIS**

|  | <b>AMOUNT</b>                  | <b>LOCATION OF DOCUMENTATION</b>                         |
|--|--------------------------------|--|
| <b>A. Total Development Costs</b>  | <b>\$ <u>16,919,296.00</u></b> |  |
| <b>B. Construction/Rehab Funding Sources:</b>  |                                |  |
| 1. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant. | \$ <u>10,904,509.44</u>        | Attachment <u>19</u>                                     |
| 2. First Mortgage Financing  | \$ <u>6,500,000.00</u>         | Attachment <u>20</u>                                     |
| 3. Second Mortgage Financing   | \$ _____                       | Attachment _____   |
| 4. Third Mortgage Financing  | \$ _____                       | Attachment _____   |
| 5. Grants  | \$ _____                       | Attachment _____   |
| 6. HC Equity - Partner's Contribution  | \$ _____                       | Attachment _____   |
| 7. HC Equity Bridge Loan   | \$ _____                       | Attachment _____   |
| 8. USDA RD Financing:  |                                |  |
| a. RD 515  | \$ _____                       | Attachment _____   |
| b. RD 538  | \$ _____                       | Attachment _____   |
| 9. Other: _____  | \$ _____                       | Attachment _____   |
| 10. Other: _____   | \$ _____                       | Attachment _____   |
| 11. Deferred Developer Fee   | \$ <u>1,800,000.00</u>         |  |
| <b>12. Total Construction/Rehab Funding Sources</b>  | <b>\$ <u>19,204,509.44</u></b> |  |
| <b>C. Construction/Rehab Funding Surplus</b>   |                                |  |
| (B 12. Total Construction/Rehab Funding Sources, less A Total Development Costs):  | <b>\$ <u>2,285,213.44</u></b>  | (A negative number here represents a funding shortfall.) |

**Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.**



**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 2 of 2)

| PERMANENT ANALYSIS  | AMOUNT                         | LOCATION OF DOCUMENTATION                                |
|---|--------------------------------|--|
| <b>A. Total Development Costs</b>   | <b>\$ <u>16,919,296.00</u></b> |  |
| <b>B. Permanent Funding Sources:</b>                                      |                                |  |
| 1. HC Syndication/HC Equity Proceeds                                      | \$ <u>13,630,636.80</u>        | Attachment <u>19</u>                                     |
| 2. First Mortgage Financing   | \$ <u>2,600,000.00</u>         | Attachment <u>21</u>                                     |
| 3. Second Mortgage Financing  | \$ <u>275,000.00</u>           | Attachment <u>16</u>                                     |
| 4. Third Mortgage Financing   | \$ _____                       | Attachment _____   |
| 5. Grants   | \$ _____                       | Attachment _____   |
| 6. HC Equity - Partner's Contribution                                     | \$ _____                       | Attachment _____   |
| 7. USDA RD Financing:   |                                |  |
| a. RD 515   | \$ _____                       | Attachment _____   |
| b. RD 538   | \$ _____                       | Attachment _____   |
| 8. Other: _____   | \$ _____                       | Attachment _____   |
| 9. Other: _____   | \$ _____                       | Attachment _____   |
| 10. Deferred Developer Fee  | \$ <u>1,800,000.00</u>         |  |
| 11. Total Permanent Funding Sources                                       | <b>\$ <u>18,305,636.80</u></b> |  |
| <b>C. Permanent Funding Surplus</b>                                       |                                |  |
| (B.11. Total Permanent Funding Sources, less A. Total Development Costs): | <b>\$ <u>1,386,340.80</u></b>  | (A negative number here represents a funding shortfall.) |

**Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.**

# Request for Applications 2015-107

Florida Housing Finance Corporation

## Laburnum Gardens

**Copy**

# Attachment 1

### **Applicant Certification and Acknowledgement Form**

1. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
2. The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline shall result in the withdrawal of the invitation to enter credit underwriting.
  - a. Within 7 Calendar Days of the date of the invitation to enter credit underwriting:
    - (1) Name and address of the chief elected official of the local jurisdiction where the proposed Development is located;
    - (2) The unit mix for the proposed Development (number of bedrooms per unit, number of baths per unit, and number of units per bedroom type);
    - (3) The number of buildings with dwelling units; and
    - (4) Notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable.
  - b. Within 21 Calendar Days of the date of the invitation to enter credit underwriting:
    - (1) Certification from a licensed environmental provider confirming that a Phase I environmental site assessment has been performed for the entire Development site, and, if applicable, a Phase II environmental site assessment has been or is being performed, as outlined in Item 13 of Exhibit C of the RFA;
    - (2) Confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
      - (a) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or
      - (b) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;

### **Applicant Certification and Acknowledgement Form**

- (3) Confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;
  - (4) Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both;
  - (5) Notification of the percentage of ownership of the Principals of the Applicant;
  - (6) If the Applicant indicates at question 5.e.(3)(a) of Exhibit A that there are existing occupied units, the Applicant must provide to the Credit Underwriter a plan for relocation of existing tenants, as outlined in Section Four A.5.e.(3) of the RFA;
  - (7) Identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant and, if applicable, Service Provider), as outlined in Item 13 of Exhibit C of the RFA. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;
  - (8) If the Applicant selected the Development Category (at question 5.c.(1) of Exhibit A) of New Construction, Redevelopment, or Acquisition and Redevelopment, as outlined in Section Four A.9.a.(2) of the RFA, the Applicant must advise the Corporation of the specific Green Building Certification Program that it commits to achieve: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS); and
  - (9) If the Applicant indicated at question 11.a.(2) of Exhibit A that the proposed Development is a phase of a multiphase Development, the attorney opinion letter containing the required information must be provided to the Corporation. The Applicant's invitation to enter credit underwriting will outline information that, at a minimum, must be included in the attorney opinion letter.
3. By submitting the Application, the Applicant acknowledges and certifies that:
- a. The proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 as outlined in Item 4 of Exhibit C of the RFA, and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
  - b. If the Elderly (ALF or Non-ALF) Demographic Commitment is selected, the proposed Development must meet all of the Elderly Demographic requirements as outlined in Items 1, 4, and 5 of Exhibit C of the RFA.

### **Applicant Certification and Acknowledgement Form**

- c. The name of the Applicant entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Carryover Allocation Agreement is in effect. In addition, as further outlined in Item 2 of Exhibit C of the RFA, the Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect.
- d. If the Applicant applies as a Non-Profit entity and meets the requirements outlined in Section Four A.3.c. of the RFA to be considered to be a Non-Profit for purposes of this RFA, it must remain a Non-Profit entity and the Non-Profit entity must (i) receive at least 25 percent of the Developer's fee; and (ii) understand that it is the Non-Profit entity's responsibility to contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period.
- e. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney, Accountant, and Service Provider (if the proposed Development is an Elderly Assisted Living Facility), will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.
- f. The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal.
- g. During credit underwriting, all funded Applications will be held to the number of RA units stated in the applicable letter provided by the Applicant as Attachment 7 to Exhibit A. This requirement will apply throughout the entire Compliance Period, subject to Congressional appropriation and continuation of the rental assistance program.
- h. The total number of units stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.
- i. The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in service prior to the year in which it received its allocation.
- j. The proposed Development will include (i) all construction features commitments made by the Applicant at question 9.a. of Exhibit A, and (ii) all required construction features applicable to the proposed Development, as outlined in Item 4 of Exhibit C of the RFA. The quality of the features committed to by the Applicant is subject to approval of the Board of Directors.

### **Applicant Certification and Acknowledgement Form**

- k. The proposed Development will include (i) all resident programs commitments made by the Applicant at question 9.b. of Exhibit A, and (ii) all required resident programs applicable to the Demographic selected, as outlined in Item 5 of Exhibit C of the RFA. The quality of the resident programs committed to by the Applicant is subject to approval of the Board of Directors.
- l. The proposed Development will include the required income set-aside units committed to in the Application. The Total Set-Aside Percentage stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.
- m. The Applicant irrevocably commits to set aside units in the proposed Development for a total of 50 years. Note: in submitting its Application, the Applicant knowingly, voluntarily and irrevocably commits to waive, and does hereby waive, for the duration of the 50-year set aside period the option to convert to market, including any option or right to submit a request for a qualified contract, after year fourteen (14), and any other option, right or process available to the Applicant to terminate (or that would result in the termination of) the 50-year set aside period at any time prior to the expiration of its full term.
- n. The Applicant's commitments will be included in an Extended Use Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
- o. The applicable fees outlined in Item 11 of Exhibit C of the RFA will be due as outlined in this RFA, Rule Chapter 67-48, F.A.C., and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter.
- p. The Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation during the scoring, credit underwriting, and final allocation process, as outlined in Item 8 of Exhibit C of the RFA.
- q. The Applicant agrees and acknowledges that the following information and documentation will be provided as outlined in Item 12 of Exhibit C of the RFA: Progress Report (Form Q/M Report); Final Cost Certification Application Package (Form FCCAP); and Financial Reporting Form SR-1.
- r. The Applicant agrees and acknowledges that it will conform to the requirements regarding the use of replacement reserve funds, as outlined in Item 12 of Exhibit C of the RFA.
- s. The Preliminary Recommendation Letter (PRL) for this Development will be due to the Corporation no later than 12 weeks after the invitation to enter credit underwriting has been accepted. The Applicant is responsible for providing the Credit Underwriter with the information necessary to complete the PRL. If the 12 week deadline cannot be met due to any delay caused by the Applicant, the Applicant must request an extension by submitting a written request and payment of the applicable processing fee to the Corporation.
- t. If the Family or Elderly Non-ALF Demographic Commitment is selected at question 2 of Exhibit A, by the deadline established in the Carryover Allocation Agreement, the Applicant shall (i) develop and execute the required Memorandum of Understanding with a designated Special Needs Household Referral Agency that provides supportive services for Persons with a Disabling Condition for the county where the proposed Development will be located and (ii) demonstrate

### **Applicant Certification and Acknowledgement Form**

HUD's approval of the owner-adopted preference in admission policies for the Development, as outlined in Section Four A.7.b.(2)(b) of the RFA.


- u. If the Applicant indicated that the proposed Development will be assisted with funding under the RD 538 Program and expects to use such funding as a source of financing, the Section 538 Selection letter sent to the Applicant by RD must be provided to the Credit Underwriter, as outlined in Section Four A.11.b.(3)(c) of the RFA.
  - v. If the Applicant's Housing Credit request is based on the Applicant's contention that the proposed Development is a subsequent phase of a multiphase Development and, during the credit underwriting process, it is determined that the proposed Development does not meet the criteria for such distinction, the Applicant's Competitive Housing Credit award will be rescinded.
4. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
  5. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
  6. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.
  7. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
  8. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
  9. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Form 8821 for all Financial Beneficiaries in order to obtain a recommendation for a Housing Credit Allocation.



### Applicant Certification and Acknowledgement Form

- 10. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.
- 11. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

|  |  |
|--|--|
| <br>_____<br>Signature of Applicant<br><b>VICE PRESIDENT</b><br>_____<br>Title (typed or printed) | <b>SCOTT SECKINGER</b><br>_____<br>Name (typed or printed) |
|--|--|

NOTE: The Applicant must provide this form as Attachment I to the RFA. The Applicant Certification and Acknowledgement form included in the Application labeled "Original Hard Copy" must contain an original signature (blue ink is preferred).

# Attachment 2

# *Certificate of Status*

I certify from the records of this office that SP GARDENS LLC, is a limited liability company organized under the laws of the State of Florida, filed electronically on October 09, 2015.

The document number of this company is L15000172788.

I further certify that said company has paid all fees due this office through December 31, 2015, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 151012114612-900277963919#1

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twelfth day of October, 2015



*Ken Detzner*  
Ken Detzner  
Secretary of State

# Attachment 3

**Not Applicable**

# Attachment 4

10-1-15

**APPLICANT: SP Gardens LLC, a Florida Limited Liability Company**

**Members of SP Gardens LLC:**

J. David Page (99.99% Interest)  
The sole member, the person or entity owning this membership interest  
SP Gardens Manager LLC, a Florida Limited Liability Company (0.01% Interest)  
The persons and entity associated with this manager are listed below.

**Manager of SP Gardens LLC:**

SP Gardens Manager LLC, a Florida Limited Liability Company  
The persons and entity associated with this manager are listed below.

**MANAGER OF APPLICANT:**

SP Gardens Manager LLC, a Florida Limited Liability Company  
The persons and entity associated with this manager are listed below.

**Officers, Directors, Managers, Members, Partners, and Shareholders of the Manager**

**Sole Member of SP Gardens Manager LLC:**

SP and MS LLC, a Florida Limited Liability Company

**Managers of SP Gardens Manager LLC:**

SP and MS LLC, a Florida Limited Liability Company  
J. David Page

**SOLE MEMBER AND A MANAGER OF SP Gardens Manager LLC: SP AND MS LLC, a Florida limited liability company**

**Officers, Directors, Managers, Members, Partners, and Shareholders of the Sole Member and a Manager of the Manager**

**Manager of SP and MS LLC:**

J. David Page

**Members of SP and MS LLC:**

|                  |     |
|------------------|-----|
| J. David Page    | 60% |
| Stephen W. Page  | 10% |
| Paul W. Page     | 10% |
| Scott Seckinger  | 10% |
| Michael Molinari | 10% |

**Officers of SP and MS LLC:**

|                  |                |
|------------------|----------------|
| Scott Seckinger  | Vice President |
| Michael Molinari | Vice President |

*There are no warrant holders, and/or option holders of the proposed Development. This represents every person and entity associated with this LLC. There are no other persons or entities associated with this LLC.*

10-1-15

**DEVELOPER: Southport Development, Inc., a Washington Corporation,  
doing business in Florida as Southport Development Services, Inc.**

**Officers, Directors, Managers, Members, Partners (general and limited), and Shareholders of the Developer**

Officers: J. David Page, President  
Stephen W. Page, Vice President  
Peter H. Leach, Vice President  
Paul Fortino, Vice President  
Scott Seckinger, Vice President  
Michael Molinari, Vice President  
Stephen W. Page, Secretary  
Stephen W. Page, Treasurer

Directors: J. David Page  
Stephen W. Page

Managers: NA

Members: NA

Partners: NA

Shareholders: J. David Page  
Stephen W. Page

*There are no warrant holders, and/or option holders of the proposed Development.*



# Attachment 5



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

December 21, 2012

JAYNA PARADISE  
PEPPLE CANTU SCHMIDT PLLC  
1501 WESTERN AVENUE, SUITE 600  
SEATTLE, WA 98101

Qualification documents for SOUTHPORT DEVELOPMENT, INC. doing business in Florida as SOUTHPORT DEVELOPMENT SERVICES, INC. were filed on December 20, 2012 and assigned document number F12000005121. Please refer to this number whenever corresponding with this office.

Your corporation is now authorized to transact business in Florida.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to [www.irs.gov](http://www.irs.gov). Please notify this office if the corporate address changes.

Should you have any questions regarding this matter, please contact this office at (850) 245-6052.

Ruby Dunlap  
Regulatory Specialist II  
New Filing Section  
Division of Corporations

Letter Number: 512A00030192

[www.sunbiz.org](http://www.sunbiz.org)

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

# *State of Florida*

## *Department of State*

I certify from the records of this office that SOUTHPORT DEVELOPMENT SERVICES, INC. is a Washington corporation authorized to transact business in the State of Florida, qualified on December 20, 2012.

The document number of this corporation is F12000005121.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 5, 2015, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-fourth day of  
September, 2015*



*Ken Detmer*  
*Secretary of State*

Tracking Number: CU9893228728

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Southport Development, Inc., a Washington corporation, is doing business in Florida as Southport Development Services, Inc. per FS 607.1506(1)(b).

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal,  
hereby issue this

**CERTIFICATE OF EXISTENCE/AUTHORIZATION**

**OF**

**SOUTHPORT DEVELOPMENT, INC.**

I FURTHER CERTIFY that the records on file in this office show that the above named Profit Corporation was formed under the laws of the State of WA and was issued a Certificate Of Incorporation in Washington on 12/4/2012.

I FURTHER CERTIFY that as of the date of this certificate, SOUTHPORT DEVELOPMENT, INC. remains active and has complied with the filing requirements of this office.

Date: September 25, 2015

UBI: 603-257-377



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

**Prior General Development Experience Chart**

**Name of Principal with the Required Experience: J. David Page**

**Name of Developer Entity for which the above Party is a Principal: Southport Development, Inc., a Washington corporation, doing business in Florida as Southport Development Services, Inc.**

| <b>Name of Development</b>                  | <b>Location<br/>City and State</b> | <b>Affordable Housing Program<br/>that Provided Financing</b> | <b>Total Number<br/>of Units</b> | <b>Year Completed</b> |
|---|------------------------------------|---|----------------------------------|-----------------------|
| Highland Palms                              | Avon Park, FL                      | 9% FHFC Credits/SAIL  | 52                               | 2009                  |
| Palm Gardens                                | Lake Worth, FL                     | 4% FHFC Credits   | 80                               | 2008                  |
| City Place Apartments fka Burlington Senior | St. Petersburg, FL                 | 9% FHFC Credits   | 82                               | 2009                  |

# Attachment 6

**Prior Management Experience Chart**

**Name of Management with the Required Experience:** Cambridge Management, Inc. a Washington Corporation doing business in Florida as Cambridge Management of Washington, Inc.

| <b>Name of Development</b>                  | <b>Location<br/>City and State</b> | <b>Current Managing or<br/>Formerly Managed</b> | <b>Length of Time</b> | <b>Total Number of<br/>Units</b> |
|---|------------------------------------|---|-----------------------|----------------------------------|
| City Place Apartments fka Burlington Senior | St. Petersburg, FL                 | Current   | 4 years               | 82                               |
| Gadsden Arms Apartments                     | Quincy, FL                         | Current   | 5 years               | 100                              |
| La Vista Oaks fka St. James Place           | Tampa, FL                          | Current   | 5 years               | 126                              |



# Attachment 7

**Not Applicable**

# Attachment 8

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION OF STATUS  
OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Laburnum Gardens

On the north side of Bloomingdale Ave, 1000ft East of the intersection of Bloomingdale Ave and

Development Location: Bell Shoals Rd, Valrico, FL

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

Zoning Designation: PD - Planned Development

Mark the applicable statement:

1.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process. The final site plan, in the zoning designation stated above, was approved on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.

2.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process, and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work and/or the rehabilitation work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed.

The necessary approval and/or review was performed on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.

3.  The above-referenced Development, in the zoning designation stated above, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

**CERTIFICATION**

I certify that the City/County of Hillsborough (Name of City or County) has vested in me the authority to verify status of site plan Approval as specified above and I further certify that the information stated above is true and correct.

Ry Mazur 10/26/15  
Signature

Roy Mazur  
Print or Type Name

Division Director - Development Review  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If this certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment 9

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING  
AND LAND USE REGULATIONS**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Laburnum Gardens

On the north side of Bloomingdale Ave, 1000ft East of the intersection of Bloomingdale Ave and

Development Location: Bell Shoals Rd. Valrico, FL

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

- (1) The zoning designation for the above referenced Development location is PD for 81 MF units; and
- (2) The proposed number of units and intended use are consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

**CERTIFICATION**

I certify that the City/County of Hillsborough has vested in me the authority to verify  
(Name of City/County)

consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Signature

10/28/15  
Joseph Moreda

Print or Type Name

Zoning Administrator

Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment 10

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ELECTRICITY**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Laburnum Gardens

On the north side of Bloomingdale Ave, 1000ft East of the intersection of Bloomingdale Ave and

Development Location: Bell Shoals Rd, Valrico, FL

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Electricity is available to the proposed Development, subject to item 2 below.
2. To access such electric service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

Lena Kirby  
Signature

Lena Kirby  
Print or Type Name

Construction Engineering Representative  
Print or Type Title

Tampa Electric Company  
Name of Entity Providing Service

702 Franklin St. N.  
Address (street address, city, state)

Tampa, FL. 33602

813-635-1500  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.



# Attachment 11

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Laburnum Gardens

Development Location: On the north side of Bloomingdale Ave, 1000ft East of the intersection of Bloomingdale Ave and Bell Shoals Rd, Valrico, FL

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Potable water is available to the proposed Development, subject to item 2 below.
2. To access such water service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

Signature

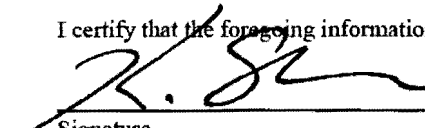
Print or Type Name

Print or Type Title

Name of Entity Providing Service

Address (street address, city, state)

Telephone Number (including area code)

  
Kevin Moran

Engineering Manager

H.C. Public Utilities Dept.

925 E. Twiggs St

Tampa FL 33602

813 272-5977

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment 12

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - SEWER CAPACITY,  
PACKAGE TREATMENT, OR SEPTIC TANK**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Laburnum Gardens

Development Location: On the north side of Bloomingdale Ave, 1000ft East of the intersection of Bloomingdale Ave and Bell Shoals Rd, Valrico, FL

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Sewer Capacity, Package Treatment, or Septic Tank is available to the proposed Development, subject to item 2 below.
2. To access such waste treatment service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

Signature

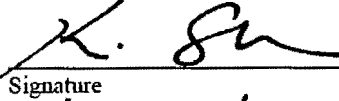
Print or Type Name

Print or Type Title

Name of Entity Providing Service

Address (street address, city, state)

Telephone Number (including area code)

  
Kevin Moran  
Engineering Manager

H.C. Public Utilities Dept.  
925 E. Twiggs St  
Tampa FL 33609  
813 272-5977

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment 13

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application

Name of Development: Laburnum Gardens

On the north side of Bloomingdale Ave. 1000ft East of the intersection of Bloomingdale Ave and

Development Location: Bell Shoals Rd. Valrico, FL

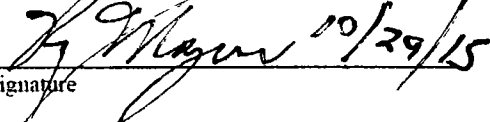
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development.
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development.
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

  
\_\_\_\_\_  
Signature

Roy Mazur  
\_\_\_\_\_  
Print or Type Name

Division Director - Development Review  
\_\_\_\_\_  
Print or Type Title

Hillsborough County  
\_\_\_\_\_  
Name of Entity Providing Service

601 E. Kennedy Blvd, 20th Fl  
\_\_\_\_\_  
Address (street address, city, state)

Tampa, FL 33601  
\_\_\_\_\_  
City and State

813-276-8364  
\_\_\_\_\_  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment 14

**SURVEYOR CERTIFICATION FORM**

Name of Development: Labumum Gardens  
 Development Location: On the north side of Bloomingdale Ave, 1000ft East of the intersection of Bloomingdale Ave and Bell Shoals Rd, Valrico, FL

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site<sup>1</sup> where the Development Location Point is located.)

The undersigned Florida licensed surveyor confirms that the method used to determine the following latitude and longitude coordinates conforms to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C.:

*\*All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).*

|  |                        |                      |   |                        |                      |   |
|--|------------------------|----------------------|---|------------------------|----------------------|---|
| State the Development Location Point: <sup>2</sup> | N <u>27</u><br>Degrees | <u>53</u><br>Minutes | <u>41.61</u><br>Seconds (represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>15</u><br>Minutes | <u>59.64</u><br>Seconds (represented to 2 decimal places) |
|--|------------------------|----------------------|---|------------------------|----------------------|---|

To be eligible for proximity points, Degrees and Minutes must be stated as whole numbers and Seconds must be represented to 2 decimal places.

Transit Service -- State the latitude and longitude coordinates for one (1) Transit Service on the chart below.<sup>3</sup>

|  | Latitude           |                  |  | Longitude          |                  |  |
|--|--------------------|------------------|--|--------------------|------------------|--|
| Public Bus Stop  | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) |
| Public Bus Transfer Stop   | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) |
| Public Bus Rapid Transit Stop  | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) |
| SunRail Station, MetroRail Station, or TriRail Station   | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Transit Service is: |                    |                  |  |                    |                  | _____ Miles  |

Community Services - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.<sup>3</sup>

| Grocery Store:   | Latitude               |                      |   | Longitude              |                      |   |
|--|------------------------|----------------------|---|------------------------|----------------------|---|
| Name - <u>Publix</u><br>Address - <u>855 E Bloomingdale Ave</u><br><u>Brandon, FL 33511</u>  | N <u>27</u><br>Degrees | <u>53</u><br>Minutes | <u>33.27</u><br>Seconds (represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>16</u><br>Minutes | <u>20.19</u><br>Seconds (represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Grocery Store is: |                        |                      |   |                        |                      | <u>0.38</u> Miles   |

Initials of Surveyor TJK



**SURVEYOR CERTIFICATION FORM**

| Medical Facility:   | Latitude               |                      |  | Longitude              |                      |  |
|---|------------------------|----------------------|--|------------------------|----------------------|--|
| Name - <u>Complete Health of Tampa</u><br>Address - <u>1426 Bloomingdale Ave</u><br><u>Valrico, FL 33596</u>  | N <u>27</u><br>Degrees | <u>53</u><br>Minutes | <u>42.81</u><br>Seconds<br>(represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>15</u><br>Minutes | <u>27.31</u><br>Seconds<br>(represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Medical Facility is: |                        |                      |  |                        | <u>0.55</u> Miles    |  |
| Pharmacy:   | Latitude               |                      |  | Longitude              |                      |  |
| Name - <u>CVS</u><br>Address - <u>1010 Bloomingdale Ave</u><br><u>Valrico, FL 33596</u>   | N <u>27</u><br>Degrees | <u>53</u><br>Minutes | <u>38.61</u><br>Seconds<br>(represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>16</u><br>Minutes | <u>07.32</u><br>Seconds<br>(represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Pharmacy is:         |                        |                      |  |                        | <u>0.14</u> Miles    |  |
| Public School:  | Latitude               |                      |  | Longitude              |                      |  |
| Name - _____<br>Address - _____   | N _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds<br>(represented to 2 decimal places)        | W _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds<br>(represented to 2 decimal places)        |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Public School is:    |                        |                      |  |                        | _____ Miles          |  |

If the Corporation discovers that there are any false statements made in this certification, the Corporation will forward a copy to the State of Florida Department of Business and Professional Regulation for investigation.

**CERTIFICATION** - Under penalties of perjury, I declare that the foregoing statement is true and correct.

*Thomas P. Kiernan*  
Signature of Florida Licensed Surveyor

6199  
Florida License Number of Signatory

THOMAS P. KIERNAN  
Print or Type Name of Signatory

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

This certification consists of 3 pages. This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. If the certification is inappropriately signed, the Application will not be eligible to receive proximity points. If this certification contains corrections or 'white-out', or if it is altered or retyped, the form will not be considered. The certification may be photocopied. To be considered for scoring purposes, at least pages 1 and 2 of this 3 page certification form must be provided by the Applicant.

**SURVEYOR CERTIFICATION FORM**

<sup>1</sup>“Scattered Sites,” as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a “Scattered Site”). For purposes of this definition “contiguous” means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street.

<sup>2</sup>“Development Location Point” means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.

<sup>3</sup> The latitude and longitude coordinates for all Proximity Services must represent a point as outlined on the Coordinates Location Chart set out below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds represented to 2 decimal places. If the degrees and minutes are not stated as whole numbers and the seconds are not represented to 2 decimal places, the Applicant will not be eligible for proximity points for that service.

| Coordinates Location Chart          |  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
|-------------------------------------|--|---------------------------|-----------------------|----------------|--------------------------|-------------------|----------------------|------------------|------------------|-----------------------------|------------------------|----------------------|------------------------------|-------------------------------------|--------------------|-----------------------|------------------------------|----------------------|------------------------------|-------------------------|------------------------------|--------------------------|------------------------------|-----------------------------------|------------------------------|
| Service                             | Location where latitude and longitude coordinates must be obtained   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Community Services                  | Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Transit Services                    | <p>For Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, TriRail Rail Stations and MetroRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the bus or train.</p> <p>For the following Phase 1 SunRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the train:</p> <p style="text-align: center;"><b>Phase 1 SunRail Station Name</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Altamonte Springs Station</td> <td style="width: 50%;">Church Street Station</td> </tr> <tr> <td>DeBary Station</td> <td>Florida Hospital Station</td> </tr> <tr> <td>Lake Mary Station</td> <td>LYNX Central Station</td> </tr> <tr> <td>Longwood Station</td> <td>Maitland Station</td> </tr> <tr> <td>Orlando Amtrak/ORMC Station</td> <td>Sand Lake Road Station</td> </tr> <tr> <td>Sanford/SR46 Station</td> <td>Winter Park/Park Ave Station</td> </tr> </table> <p>For the following Phase 2 SunRail Rail Stations, coordinates must represent coordinates listed below:</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;"><b>Phase 2 SunRail Station Name</b></th> <th style="text-align: left;"><b>Coordinates</b></th> </tr> </thead> <tbody> <tr> <td>Deland Amtrak Station</td> <td>N 29 01 02.25, W 81 21 09.24</td> </tr> <tr> <td>Meadow Woods Station</td> <td>N 28 23 12.19, W 81 22 26.59</td> </tr> <tr> <td>Osceola Parkway Station</td> <td>N 28 20 35.55, W 81 23 24.07</td> </tr> <tr> <td>Kissimmee Amtrak Station</td> <td>N 28 17 34.93, W 81 24 17.37</td> </tr> <tr> <td>Poinciana Industrial Park Station</td> <td>N 28 15 32.04, W 81 29 08.17</td> </tr> </tbody> </table> | Altamonte Springs Station | Church Street Station | DeBary Station | Florida Hospital Station | Lake Mary Station | LYNX Central Station | Longwood Station | Maitland Station | Orlando Amtrak/ORMC Station | Sand Lake Road Station | Sanford/SR46 Station | Winter Park/Park Ave Station | <b>Phase 2 SunRail Station Name</b> | <b>Coordinates</b> | Deland Amtrak Station | N 29 01 02.25, W 81 21 09.24 | Meadow Woods Station | N 28 23 12.19, W 81 22 26.59 | Osceola Parkway Station | N 28 20 35.55, W 81 23 24.07 | Kissimmee Amtrak Station | N 28 17 34.93, W 81 24 17.37 | Poinciana Industrial Park Station | N 28 15 32.04, W 81 29 08.17 |
| Altamonte Springs Station           | Church Street Station  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| DeBary Station                      | Florida Hospital Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Lake Mary Station                   | LYNX Central Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Longwood Station                    | Maitland Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Orlando Amtrak/ORMC Station         | Sand Lake Road Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Sanford/SR46 Station                | Winter Park/Park Ave Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| <b>Phase 2 SunRail Station Name</b> | <b>Coordinates</b>   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Deland Amtrak Station               | N 29 01 02.25, W 81 21 09.24   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Meadow Woods Station                | N 28 23 12.19, W 81 22 26.59   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Osceola Parkway Station             | N 28 20 35.55, W 81 23 24.07   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Kissimmee Amtrak Station            | N 28 17 34.93, W 81 24 17.37   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Poinciana Industrial Park Station   | N 28 15 32.04, W 81 29 08.17   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |

If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location.

# Attachment 15

**ASSIGNMENT AND ASSUMPTION**

THIS ASSIGNMENT AND ASSUMPTION is dated effective as of October 26, 2015, by and between Southport Financial Real Estate LLC, a Florida limited liability company ("**Assignor**"), and SP Gardens LLC, a Florida limited liability company ("**Assignee**").

GF Financial, LLC, a Florida limited liability company ("**Seller**"), and Assignor, as Purchaser, entered into that certain Purchase and Sale Agreement dated October 5, 2015 (the "**PSA**") concerning the real property known as 1108 E. Bloomingdale Ave, Valrico, FL (the "**Property**").

Assignor hereby assigns to Assignee all of its right, title and interest in and to the PSA. This Assignment includes, without limitation, all of Assignor's rights to the Deposits under the PSA. Assignee hereby accepts such assignment and hereby assumes all of the obligations of Assignor under the PSA.

This Assignment may be executed in a number of identical counterparts. Delivery of a facsimile, scanned, or other copy of a signed version of this Assignment has the same effect as delivery of an original. Delivery by electronic transmission such as email or facsimile shall be deemed effective delivery of a copy.

**ASSIGNOR:**

Southport Financial Real Estate LLC

By:  \_\_\_\_\_  
Scott Seckinger, Vice President

**ASSIGNEE:**

SP Gardens LLC

By: SP Gardens Manager LLC, a Florida limited liability company, its Manager

By: SP and MS LLC, a Florida limited liability company, its Manager

By:  \_\_\_\_\_  
Scott Seckinger, Vice President

## PURCHASE AND SALE AGREEMENT

Purchaser and Seller hereby agree as follows:

1. **Basic Terms and Definitions.** Capitalized terms used in this Agreement shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Agreement.

1.1. **"Purchaser"** means Southport Financial Real Estate LLC, a Florida limited liability company.

1.2. **"Seller"** means GF Financial, LLC, a Florida limited liability company.

1.3. **"Property"** means the parcel of land located at 1108 E. Bloomingdale Ave, Valrico, Florida, consisting of approximately 2 acres, as depicted on Exhibit A attached hereto. The parties agree, prior to the expiration of the Due Diligence Period, to revise Exhibit A to reflect the exact legal description of the Property.

1.4. **"Purchase Price"** means Two Million Dollars (\$2,000,000.00).

1.5. **"Deposit"** means \$25,000.00, plus any additional Deposits specified in this Agreement.

1.6. **"Broker"** means JRGC LLC, compensated by Purchaser in accordance with Section 28.

1.7. **"Due Diligence Period"** means the period of time beginning on the Effective Date and ending on December 15, 2015.

1.8. **"Closing Date"** means fifty (50) days after the expiration of Due Diligence Period, as may be extended pursuant to Section 17 of this Agreement.

1.9. **"Effective Date"** means the date that a copy of this Agreement, fully executed by Purchaser and Seller is delivered to both Purchaser and Seller.

1.10. **"Escrow Agent"** means Stewart Title Guaranty Company, 3402 W. Cypress Street Tampa, FL 33607, Attn: Stephanie J. Stewart, Esq., Direct (813) 466-3853, Direct Fax (813) 470-7661 [Sstewart@stewart.com](mailto:Sstewart@stewart.com).

1.11. **"Title Company"** means Stewart Title Guaranty Company through its agent Pepple Cantu Schmidt PLLC, 2430 Estancia Boulevard, Suite 114, Clearwater, Florida 33761, Attn: Amber F. Williams, 727.724.0100 [awilliams@pcslegal.com](mailto:awilliams@pcslegal.com).

2. **Purchase and Sale.** Purchaser agrees to purchase, and Seller agrees to sell and convey, upon the terms and conditions contained herein, the Property for the Purchase Price. The Purchase Price will be payable all cash at Closing.

3. **Deposits.** On or before two (2) business days after the Effective Date, Purchaser shall deposit with Escrow Agent the Deposit and the parties shall execute and deliver to Escrow Agent an Escrow Agreement. All Deposits shall be held in a non-interest bearing account with the Escrow Agent, invested according to Escrow Agent's standard practices, and disbursed in accordance with the terms, conditions and provisions of this Agreement. All Deposits shall be a credit against the Purchase Price.

4. **Contingencies.** The obligations of the Purchaser under this Agreement are contingent upon the Purchaser's written approval or waiver of the following contingencies:

4.1. **Contingency of Approval of Title Encumbrances.** Within three (3) days after the Effective Date, Purchaser shall order from the Title Company an Owner's Title Commitment ("**Title Commitment**") accompanied by one copy of all documents affecting the Property, and which constitute exceptions to the Title Commitment. Purchaser shall pay the cost of obtaining the Title Commitment and the premium for the owners title policy ("**Title Policy**") issued to Purchaser at Closing in accordance with the Title Commitment. Purchaser shall give Seller written notice ("**Purchaser's Notice**") on or before the expiration of twenty (20) days after Purchaser's receipt of the Title Commitment, that the condition of title as set forth in the Title Commitment and/or any survey is or is not satisfactory, in Purchaser's sole discretion. Monetary liens shall be paid by Seller at Closing out of the sales proceeds. In the event that condition of title is not acceptable, Purchaser shall specify and set forth each of such objections ("**Objections**") in the Purchaser's Notice. Seller shall notify Purchaser in writing within ten (10) days of receipt of Purchaser's Notice as to which Objections that Seller will not remove as of the Closing Date ("**Remaining Objections**"). If there are any Remaining Objections, Purchaser may, at its option by written notice within five (5) days after Seller's notice, (i) accept title subject to the Remaining Objections, in which event the Remaining Objections shall be deemed to be waived for all purposes, or (ii) terminate this Agreement, in which event all Deposits paid shall be immediately refunded to Purchaser, whereupon no party shall have any further rights or obligations hereunder except for Purchaser's indemnification of Seller in this Agreement. Notwithstanding any of the provisions of this Section to the contrary, if Purchaser fails to notify Seller that the condition of title as set forth in the Title Commitment and survey is or is not acceptable within the time set forth herein, the parties hereby agree that the condition of title shall be deemed acceptable, except for monetary liens. Any exceptions permitted on the Title Policy pursuant to this Section are referred to herein as "**Permitted**".

**Exceptions**". If the Title Company subsequently updates the Title Commitment with additional exceptions to title, the provisions for Purchaser's Notice and Seller's response shall be reinstated, with the Purchaser's Notice regarding the additional exception(s) being due five (5) business days after the date that Purchaser receives the updated exceptions.

4.2. **Contingency of Purchaser's Feasibility Studies.** Purchaser's obligations under this Agreement are expressly contingent upon Purchaser's approval of the Property for acquisition by Purchaser, in Purchaser's sole discretion ("**Feasibility Contingency**"), which shall include but not be limited to Purchaser's evaluation of a feasibility and economic evaluation of the Property as well as all aspects of the Property, including, without limitation, the results of Purchaser's examinations, inspections, testing, and or investigations of the Property. The Feasibility Contingency is solely for the benefit of Purchaser, and the approval and satisfaction of the Feasibility Contingency is to be determined in Purchaser's sole discretion. Purchaser must satisfy or waive the Feasibility Contingency in writing delivered to Seller on or before the Due Diligence Period, and Purchaser shall deliver to Escrow Agent within two (2) business days following such notice to Seller an additional Deposit of \$65,000.00 (the "**Second Deposit**"), and the Feasibility Contingency shall be deemed satisfied, at which point all Deposits paid to that point shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise provided in this Agreement. If Purchaser fails to provide Seller with such written statement of satisfaction or waiver of the Feasibility Contingency by the Due Diligence Period, this Agreement shall automatically terminate, in which event all Deposits paid shall be immediately refunded to Purchaser, whereupon no party shall have any further rights or obligations hereunder except for Purchaser's indemnification of Seller in this Agreement.

5. **Development of Property.** Purchaser acknowledges that the Property is currently part of a larger parcel that is subject to a platted subdivision, a recorded declaration of covenants, conditions and restrictions, and a property owners association. Accordingly, there may be need for Purchaser to grant Seller and other owners within the platted subdivision easements for access, parking, drainage and utilities and for Seller and Purchaser to otherwise cooperate with each other in planning the ultimate development of their respective parcels of land within the platted subdivision. Accordingly, Seller and Purchaser agree to meet within five (5) business days of the Effective Date, and regularly thereafter as necessary in order to mutually agree to a development plan for the platted subdivision. On or before the expiration of the Due Diligence Period, Seller and Purchaser shall have mutually agreed upon the form of any easements or other instruments to be entered into in order to effectuate the agreed upon development plan.

6. **Cooperation of Seller.** It is understood that Purchaser's contemplated use of the Property may require planning, zoning, permit, platting, subdivision, boundary line adjustment, annexation, or other approvals from applicable governmental entities. Seller agrees to cooperate with Purchaser in joining in and executing any necessary documents in connection with submission of such applications, whether for planning, zoning, permits, platting, subdivision, boundary line adjustment, annexation, or otherwise. Seller shall, if reasonable, attend land use hearings and assist in support of Purchaser's proposed development of the Property. All costs in connection with such applications shall be Purchaser's sole responsibility and Purchaser shall hold Seller harmless from any costs, fees or expenses in connection therewith (except that Seller shall pay for the consultants, engineers, attorneys, and others that Seller may retain in connection with such items). Notwithstanding the foregoing, Purchaser shall not agree to or acquiesce in the imposition of any condition on the property without the prior written consent of Seller.

7. **Documents.** Seller agrees that, within five (5) business days of the Effective Date, Seller shall make available to Purchaser all documents and data available to Seller relating to the Property, including but not limited to engineering, soils, title, survey, utilities, zoning, building plans and specifications, and permits. At the Closing, Seller shall assign to Purchaser all engineering studies, soils reports, surveys, building plans and specifications, permits, environmental reports, and other intangible rights related to the Property. Seller acknowledges that the consideration for such assignment is included in the Purchase Price and Seller agrees that Seller has paid in full the amounts due for such items and that all such items shall be transferred to Purchaser at Closing, free and clear of any claims whatsoever.

8. **Purchaser's Right to Enter Property/Indemnity.** Purchaser or an authorized agent of Purchaser shall have the right, at reasonable times, to enter upon the Property and make inspections or tests at Purchaser's sole expense and liability, including but not limited to general inspection and examination, soil tests, borings and surveys. Purchaser is not authorized to conduct any activities in connection with the Property which will result in any liens being filed against the Property. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller from all liability, including any liens, which arise from Purchaser's activities on the Property.

9. **Conveyance.** At Closing, fee title to the Property shall be conveyed to Purchaser by limited warranty deed subject only to the Permitted Exceptions. Seller shall provide to the Title Company at Closing any affidavits and indemnities needed for the Title Company to issue the Title Policy in accordance with this Agreement. Purchaser's obligations hereunder are contingent upon the Title Company, at Closing, being irrevocably and unconditionally committed to issue to Purchaser the Title Policy in accordance with the title requirements listed in Section 4.1 (subject only to payment of its premiums therefor), unless this contingency is not met due to Purchaser's failure to meet the Title Company's requirements for issuance of the Title Policy. If this contingency is not met on the Closing Date, this Agreement shall automatically terminate, Escrow Agent shall disburse the Deposit to Purchaser and neither party shall have any further liability hereunder.

10. **Seller's Representations.** Seller represents and warrants that:

10.1. If an entity, Seller is duly organized, validly existing and in good standing under the laws of the State of its formation.

10.2. Seller is the sole owner of the Property and has the authority to own and convey the Property.

10.3. This Agreement and all documents executed by Seller in connection with this transaction are now, and at the time of Closing will be, duly authorized, executed and delivered by Seller and do not now, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

10.4. All information concerning Purchaser or the transaction contemplated hereby which is disclosed to Seller shall be held confidential by Seller, and Seller shall not, before or after the Closing Date, release any such information to third parties without Purchaser's prior written consent.

11. **AS-IS Purchase.** Except as specifically provided in Section 10, Seller makes no warranties concerning the condition of the Property, and in the event Purchaser satisfies or waives the Feasibility Contingency, Purchaser shall be deemed to accept the Property in its "as is" condition.

12. **Possession.** Purchaser shall be entitled to possession upon the Closing of this transaction.

13. **Risk of Loss.** Seller shall deliver the Property to Purchaser at Closing in the same condition existing as of the Effective Date. Risk of loss or of damage to the Property shall be borne by Seller until the date of Closing. Thereafter, Purchaser shall bear the risk of loss. In the event of loss of or damage to the Property, or a portion thereof, prior to the Closing Date, Purchaser may terminate this Agreement and the Deposits shall be refunded to Purchaser.

14. **Leases.** There will be no leases with respect to the Property as of the Closing Date. Subsequent to the Effective Date, Seller shall not enter into any agreements (or extend any current agreements) with respect to the Property, including but not limited to leases, that will be binding on the owner of the Property and extend beyond the Closing Date, without Purchaser's prior written approval, which may be withheld in Purchaser's sole discretion.

15. **Closing Costs and Prorations.** Purchaser shall each pay the escrow fee of Escrow Agent. Seller shall pay documentary stamp taxes. Purchaser shall pay recording costs for the deed and any mortgage tax on Purchaser's financing. Real estate and *ad valorem* taxes and assessments for the current year, rents, water and other utilities constituting liens shall be prorated as of Closing, with the day of Closing being for Purchaser's account. If the Closing shall occur before the tax rate is fixed for the then current year, the proration of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate is fixed for the year in which the Closing occurs, Seller and Purchaser agree to adjust the proration of taxes and, if necessary, to refund or pay, as the case may be, on or before January 1 of the year following the Closing, an amount necessary to effect such adjustments.

16. **FIRPTA.** Seller and Purchaser agree to execute and deliver any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC Section 1445 and regulations promulgated thereunder.

17. **Closing Date.** This transaction shall be closed (the "**Closing**") on or before the Closing Date at the offices of the Escrow Agent. Purchaser may select an earlier Closing Date upon at least five (5) business days' written notice to Seller. Neither party need be physically present at the Closing. Purchaser shall have four (4) options to extend the Closing for an additional thirty (30) days each ("**Extension Options**"), provided that for each Extension Option, Purchaser must make an additional Deposit with Escrow Agent in an amount of \$25,000.00 on or before the then applicable Closing Date, and shall be applicable to the Purchase Price, and shall be non-refundable, except in the event of a default by Seller under this Agreement or as otherwise provided in this Agreement.

18. **Default.**

18.1. **Seller's Defaults; Purchaser's Remedies.** In the event of a breach by Seller of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within five (5) days after Seller's receipt of notice of default from Purchaser, Purchaser may elect only one of the following two remedies: (a) terminate this Agreement and receive a refund of all Deposits; or (b) enforce specific performance of this Agreement against Seller, including the right to recover attorneys' fees.

18.2. **Purchaser's Defaults; Seller's Remedies.** In the event of a breach by Purchaser of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within five (5) days after Purchaser's receipt of notice of default from Seller, Seller's sole remedy shall be to terminate this Agreement and retain all Deposits paid and any earnings thereon as liquidated damages, not as a penalty. PURCHASER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICAL TO QUANTIFY THE ACTUAL DAMAGES TO SELLER IN THE EVENT OF A BREACH BY PURCHASER, THAT THE AMOUNT OF ALL DEPOSITS PAID IS A REASONABLE ESTIMATE OF SUCH ACTUAL

DAMAGES, AND THAT SELLER'S REMEDY IN THE EVENT OF A BREACH BY PURCHASER SHALL BE TO RETAIN ALL DEPOSITS PAID AND ANY EARNINGS THEREON AS LIQUIDATED DAMAGES.

19. **Attorneys' Fees.** In any legal proceeding arising in connection with this Agreement (including without limitation any arbitration and appellate proceedings as well as any bankruptcy, reorganization, liquidation, receivership or similar proceeding) the substantially non-prevailing party agrees to pay to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees and other legal costs, expended or incurred by the substantially prevailing party in connection therewith (whether incurred before, during, or subsequent to any such action or proceeding).

20. **Notices.** Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, or by email, or confirmed facsimile, or via overnight express courier. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith:

|                 |  |
|-----------------|--|
| For Purchaser:  | Southport Financial Real Estate LLC<br>5403 West Gray Street<br>Tampa, FL 33609<br>Attn: Scott Seckinger<br>Fax: (813) 288-1522<br>Email: <a href="mailto:sseckinger@sphome.com">sseckinger@sphome.com</a>               |
| With a copy to: | Timothy D. Cantu<br>Pepple Cantu Schmidt PLLC<br>2430 Estancia Blvd., Suite 114<br>Clearwater, Florida 33761<br>Fax: (727) 726-9272<br>Email: <a href="mailto:tcantu@pcslegal.com">tcantu@pcslegal.com</a>               |
| For Seller:     | GF Financial, LLC<br>4830 West Kennedy Boulevard, Suite 445<br>Tampa, Florida 33609<br>Attn: Douglas F. Arthur<br>Fax: (813) 832-6406<br>Email: <a href="mailto:doug@griesinvfund.com">doug@griesinvfund.com</a>         |
| With a copy to: | Mechanik Nuccio Hearne & Wester, P.A.<br>305 South Boulevard<br>Tampa, Florida 33606<br>Attn: Alfred A. Colby, Atty.<br>Fax: (813) 276-1560<br>Email: <a href="mailto:aac@floridalandlaw.com">aac@floridalandlaw.com</a> |

21. **Time.** The parties acknowledge that time is of the essence for each time and date specifically set forth in this Agreement. In computing any period of time pursuant to this Agreement, if the final day of a period, act or event falls on a day which is not a business day, then such final day shall be postponed until the next business day, but the commencement date of the time periods based on such final day shall not be postponed. A business day shall mean Monday through Friday, excluding days designated as a postal holiday by the United States Postal Service.

22. **Assignment.** Purchaser may assign this Agreement without Seller's consent to any entity affiliated with Purchaser or the principals of Purchaser. In the event of an assignment this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

23. **Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with Florida law. Any litigation arising out of or in connection with this Agreement shall be conducted in the county where the Property is located.

24. **Headings.** The headings of the paragraphs of this Agreement are inserted solely for the convenience of the parties, and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

25. **Entire Agreement.** There are no verbal or other agreements which modify or affect this Agreement, and Purchaser and Seller agree that this Agreement constitutes the full and complete understanding between the Purchaser and Seller.

26. **Survival.** Purchaser and Seller agree that all representations, warranties and agreements made herein shall not merge in, but shall survive, the Closing of this transaction and the delivery of any deeds hereunder.



27. **Counterparts** This agreement may be executed in counterparts each of which shall be deemed an original. Delivery of a facsimile or other copy of this Agreement has the same effect as delivery of an original.

28 **Real Estate Commission** Purchaser shall pay a commission to Broker in accordance with a separate written agreement. Purchaser shall indemnify Seller against, and hold Seller harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Purchaser. The provisions of this Section shall survive the Closing or the termination of this Agreement. Seller shall indemnify Purchaser against, and hold Purchaser harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Seller.

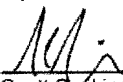
29 **1031 Exchange** If either party wishes to structure this transaction as part of a 1031 tax deferred exchange, the other party agrees to cooperate in such efforts, and to sign documents to accomplish such purposes; provided, however, that there shall be no material change in the transaction from what would result if there was no tax deferred exchange, and provided that the other party incurs no additional cost, expense, obligation or liability as a result of such tax deferred exchange. The other party shall have no obligation of any kind for the qualification of the transaction for a 1031 tax deferred exchange.

30 **Escrow Agent Instructions** Seller and Purchaser specifically instruct Escrow Agent that: (a) if Escrow Agent receives written notice from Purchaser, on or before the expiration of the Due Diligence Period, that Purchaser elects to terminate this Agreement as provided in Section 4.2, or (b) if Purchaser does not deliver to Seller written notice of its approval and therefore this Agreement is terminated as provided in Section 4.2, then Escrow Agent is to immediately refund all Deposits to Purchaser without the need for any additional instructions from Seller, and by accepting the Deposit, Escrow Agent agrees to do so.

31 **Termination of Offer.** Submission of this Agreement by one party to the other shall constitute an offer to purchase or sell the Property on the terms and conditions set forth herein. This offer shall expire if the other party has not returned two (2) fully executed copies hereof to the other party by 5:00 P.M. on the second business day after receipt.

**PURCHASER:**

Southport Financial Real Estate LLC

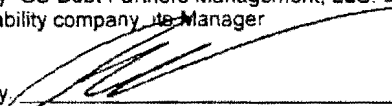
By   
Scott Seckinger, Vice President

Date: 10/5/15

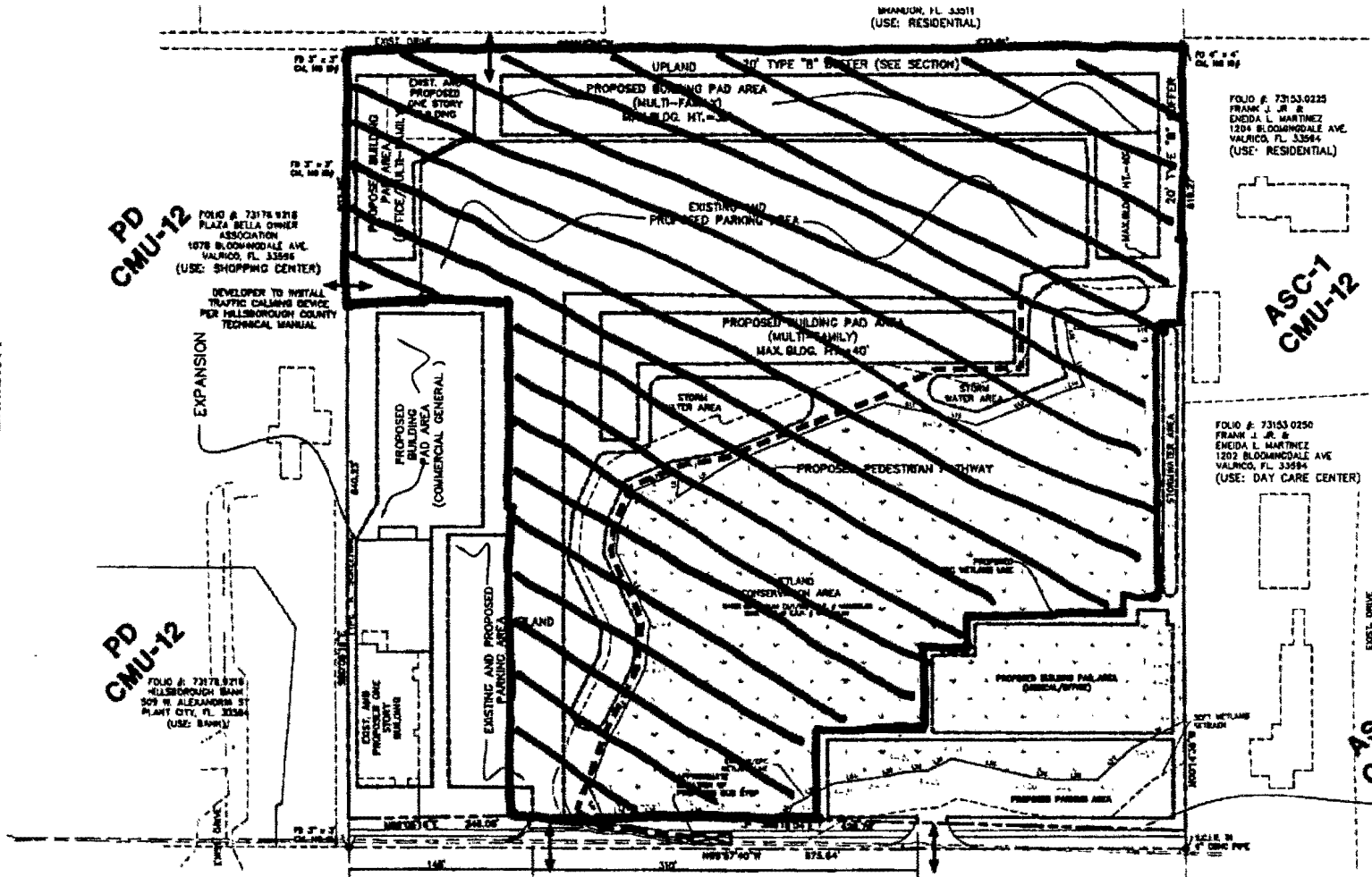
**SELLER:**

GF Financial, LLC

By GS Debt Partners Management, LLC, a Florida limited liability company, its Manager

By   
Robert Gries, Manager

Date: 10/5/15



**PD CMU-12**  
 FOLIO # 73174 9218  
 PLAZA BELLA OWNER ASSOCIATION  
 1078 BLOOMINGDALE AVE.  
 VALRICO, FL 33596  
 (USE: SHOPPING CENTER)

**PD CMU-12**  
 FOLIO # 73174 9218  
 HILLSBOROUGH BANK  
 309 W ALEXANDER ST  
 PLANT CITY, FL 33584  
 (USE: BANK)

MANALAPAN, FL 33511  
 (USE: RESIDENTIAL)

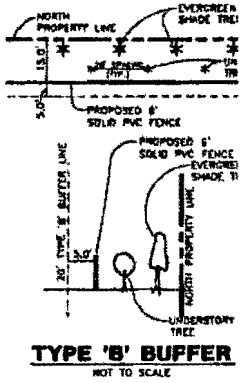
FOLIO # 73153 0225  
 FRANK J. JR. &  
 ENIDA L. MARTINEZ  
 1204 BLOOMINGDALE AVE.  
 VALRICO, FL 33594  
 (USE: RESIDENTIAL)

**ASC-1 CMU-12**

FOLIO # 73153 0250  
 FRANK J. JR. &  
 ENIDA L. MARTINEZ  
 1202 BLOOMINGDALE AVE  
 VALRICO, FL 33594  
 (USE: DAY CARE CENTER)

**ASC-1 CMU-12**

PROPOSED R/W LINE  
 46' FROM CENTERLINE  
 OF BLOOMINGDALE AVE  
 PER ZONING PETITION  
 NO. 95-0205-BR



# Attachment 16

LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - LOAN FORM

Name of Development: Laburnum Gardens  
On the north side of Bloomingdale Ave, 1000ft East of the Intersection of Bloomingdale Ave and Bell  
Development Location: Shoals Rd, Valrico, FL  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of Hillsborough, committed  
(Name of City or County)  
\$ 225,000.00 (which may be used as a Non-Corporation Funding Proposal in the Application if it meets the  
(loan amount)

required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ 79,000.00.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

[Signature]  
Signature

MICHAEL S. MORAN  
Print or Type Name

COUNTY ADMINISTRATION  
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 01-14)

RFA 2015-107

# Attachment 17

**Not Applicable**

# Attachment 18

**Not Applicable**



# Attachment 19

Regions Bank  
600 W. Hillsboro Blvd., Ste 340  
Deerfield Beach, FL 33441

## REGIONS

October 20th, 2015

Mr. Scott Seckinger  
SP Gardens LLC  
5403 West Gray Street  
Tampa, FL 33609

**Re: SP Gardens LLC (the Applicant, and beneficiary of the equity proceeds)**

Dear Mr. Seckinger:

Regions Bank is pleased to offer you the following letter of interest based on information received to date. We appreciate the opportunity to work with you as a provider of tax credit equity and related debt products. The purpose of this letter of interest is to generally describe an investment Regions Bank is considering. These terms are subject to change upon the completion of the Banks Due Diligence, and as may be required pursuant to the Bank's applicable investment criteria, credit policies, or underwriting standards as may be in effect from time to time, along with other factors relevant to making an investment or lending decision. *This correspondence is not a commitment to invest, and no commitment to invest will exist prior to the negotiation and execution of a mutually satisfactory Partnership Agreement.*

**Investment Entity:** SP Gardens Manager, LLC the Managing Member, with a 0.01% ownership interest in SP Gardens LLC the "Partnership", and Regions Bank, as Federal Investor Limited Partner (hereafter "Regions") with a 99.99% ownership interest in the Partnership.

**Project Description:** Laburnum Gardens, an 81 unit affordable apartment complex located in Hillsborough County, FL.

**Eligible Annual Housing  
Credit Request Amount:** \$ 1,420,000.00

**Total Housing Credit  
Allocation to be  
Purchased:** \$14,198,580.00 (\$14,200,000 total credits x 99.99%)

**Tax Credit Price:** \$0.96

**Total Capital  
Contribution:** \$13,630,636.80

- (\$4,770,722.88 or 35% of total equity) paid prior to or simultaneous with the closing of construction financing
- (\$2,044,595.52, or 15% of total equity) paid at 25% construction completion

- (\$2,044,595.52, or 15% of total equity) paid at 50% construction completion
- (\$2,044,595.52, or 15% of total equity) paid at 75% construction completion
- (\$1,363,063.68, or 10% of equity) paid at construction completion
- (\$1,363,063.68, or 10% of equity) paid at project stabilization and receipt of 8609s

The total equity paid prior to construction completion will be  
\$10,904,509.44

**Asset Management**

**Fee:** Asset management fees will be \$75 per unit per year.

**Cash Flow Split:** Cash Flow shall be distributed as follows after all other expenses, asset management fees and debt service has been paid:

- A. 90.00% to Managing Member.
- B. 10.00% to Federal Investor Limited Partner.

**Residual Split:** Any gain upon sale or refinancing shall be distributed as follows:

- A. 90.00% to Managing Member.
- B. 10.00% to Federal Investor Limited Partner.

**Replacement Reserves:** \$300 per unit per year (or per permanent lender).

**Obligations of the General Partner**

A. Operating Deficit Guaranty: Unlimited operating deficit guaranty from an entity acceptable to Regions until the latter of i) the achievement of a 1.20x income to expense ratio for 90 consecutive days and ii) receipt of Form(s) 8609s. Once achieved, the operating deficit guaranty will be in effect for 60 months.

B. Development Completion Guaranty: There will be a 100% guaranty by an entity acceptable to Regions for the completion of construction of the Project substantially in accordance with plans and specifications approved by Regions, including, without limitation, a guaranty (i) to pay any amounts needed in excess of the construction loan and other available proceeds to complete the improvements, (ii) of all amounts necessary to achieve an debt service coverage ratio of 1.20x for three (3) consecutive months, and (iii) to pay any operating deficits prior to conclusion of Project construction.

C. Tax Credit Guaranty: There will be an unlimited tax credit guaranty by an entity acceptable to Regions for seven years following stabilization.

**Other Notes and Conditions:**

Regions reserves the right to adjust the Capital Contributions herein based on diligence of the following information:

- A. Contingent upon receipt, review and approval of environment reports (including testing for lead based paint, asbestos and black mold as applicable) and geological reports, site inspection, appraisal, market study supporting lease-up schedule, personal and/or corporate financial statements on the Managing Member, general contractor and guarantor(s), management company review, revised construction budgets, contractor, contract, and cash flow.
- B. Regions will engage an inspecting engineer to review the project and plans and specs prior to partnership close. The cost of this service will be paid by the partnership. If an acceptable appraisal is not required by the lender, the cost of an appraisal will also be paid by the partnership. The costs of inspections on monthly draws will be the cost of the partnership if not available from permanent lender. In addition, all legal fees will be paid by the partnership.
- C. To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person or corporation who opens an account and/or enters into a business relationship.
- D. If the project has soft debt financing, Regions may require a residual analysis that shows that any soft debt financing will be repaid at the end of the respective soft debt term.
- E. Agreed upon lease-up schedule will be subject to review of due diligence and market information.

Note: An operating deficit reserve determined by the Bank will be set up as a condition of the final equity installment at stabilization.

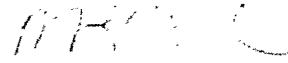
**Construction Lender:** Regions Bank will provide construction and permanent financing on the project.

REGIONS

At your convenience, please send an executed copy of this Letter of Intent to Regions Bank.

Again, thank you for your time and we appreciate the opportunity to work with you.

Very truly yours,

  
Marilyn L. Carl  
Vice President  
Regions Bank

*Agreed and Accepted this Day:*

SP Gardens LLC

By: SP Gardens Manager LLC  
By: SP and MS LLC

By: AS Date: 11/20/15  
Scott Seckinger

Its: Vice President

The purpose of this Letter is to generally describe an investment Regions Bank is considering. These terms are subject to change upon the completion of the Bank's Due Diligence, and as may be required pursuant to the Bank's applicable investment criteria, credit policies, or underwriting standards as may be in effect from time to time, along with other factors relevant to making an investment decision. These terms may not be changed or otherwise modified orally. This Letter does not survive Closing of the transaction.

This correspondence is not a commitment to invest, and no commitment to invest will exist prior to the negotiation and execution of a mutually satisfactory letter of intent and Partnership Agreement.

# Attachment 20



Real Estate Banking  
600 W. Hillsboro Blvd., Ste 340  
Deerfield Beach, FL 33441

**LETTER OF INTENT  
FOR CONSTRUCTION LOAN**

October 20, 2015

Scott Seckinger  
SP Gardens LLC  
5403 West Gray Street  
Tampa, FL

***Re: Laburnum Gardens, an 81 unit development  
located in Hillsborough County, FL (the "Property")***

Dear Mr. Seckinger:

Regions Bank (hereafter "Bank") is pleased to provide you this letter of intent in connection with the above referenced property. This letter of intent is made based upon the initial financial information and projections provided to us in support of your loan application, and under the following general terms and conditions:

Borrower: SP Gardens LLC (Applicant and Borrower).

Guaranty: The unconditional guaranty of payment and performance of the construction loan (described below) by the managing member of the Borrower.

Loan Amount: \$6,500,000.00

Interest Rate: LIBOR plus 300 basis points, floating.

Repayable: Interest only payments made on a monthly basis, in arrears.

Term: 24 months

Origination Fee: 1.00% of the Construction loan payable at closing.

Security: First mortgage lien on the Property and Pledge of Equity Installments

Closing Costs: Borrower will pay all closing costs related to the closing of the construction loan including, but not limited to legal, title, survey, architectural, other necessary third party reports and out of pocket expenses.

Conditions to funding Construction Loan:

Bank acceptable allocation of annual low income housing tax credits from the Florida Housing Finance Corporation.

Bank acceptable plans and specifications.

Bank acceptable Sources and Uses.

Bank acceptable Appraisal.

Bank approved general contractor and the construction contract.

Bank acceptable Guarantees of Completion

Such other conditions which are customary and reasonable for a loan of this nature and amount.

The terms of this letter of intent are strictly confidential between the Borrower and Bank. All third-party beneficiary rights are expressly negated. No person who is not a party to this letter of intent shall have or enjoy any rights under this letter. No change, amendment or modification of this letter of intent shall be valid unless made in writing, addressed to the Borrower and signed by an authorized officer of Bank.

Any changes to the Property and the financing will require Bank's review and approval to ensure compliance to our underwriting standards. This letter of intent does not expire before **July 31, 2016** and can only be extended in writing by Bank.

**BANK'S OBLIGATION TO MAKE ANY LOANS ARE AT ALL TIMES SPECIFICALLY CONDITIONED UPON BANK'S RECEIPT OF SATISFACTORY DUE DILIGENCE REPORTS, INCLUDING AN APPRAISAL, A TAX CREDIT RESERVATION, AN EQUITY LETTER OF INTENT AND FINAL LOAN DOCUMENTS, IN FORM AND CONTENT DEEMED SATISFACTORY BY BANK IN ITS SOLE AND ABSOLUTE DISCRETION.**

Thank you for the opportunity to serve your financing needs in connection with this property. We look forward to working with you.



Please do not hesitate to call me if you have any questions.

Sincerely,  
Regions Bank




Marilyn L. Carl  
Vice President  
Real Estate Banking

Agreed to and Accepted this 20<sup>th</sup> day of October 2015 by:

SP Gardens LLC

By: SP Gardens Manager LLC

By: SP and MS LLC

By:   
Name: Scott Seckinger  
Title: Vice President

# Attachment 21



Real Estate Banking  
600 W. Hillsboro Blvd., Ste 340  
Deerfield Beach, FL 33441

**LETTER OF INTENT  
FOR PERMANENT LOAN**

October 20, 2015

Scott Seckinger  
SP Gardens LLC  
5403 West Gray Street  
Tampa, FL 33609

***Re: Laburnum Gardens, an 81-unit development  
located in Hillsborough County, FL (the "Property")***

Dear Mr. Seckinger:

Regions Bank (hereafter "Bank") is pleased to provide you this letter of intent in connection with the above referenced property. This letter of intent is made based upon the initial financial information and projections provided to us in support of your loan application, and under the following general terms and conditions:

Borrower: SP Gardens LLC (Applicant and Borrower).

Guaranty: The unconditional guaranty of payment and performance of the permanent loan (described below) by the managing member of the Borrower.

Loan Amount: \$2,600,000.00

Interest Rate: 5.75%.

Term: 17 years

Origination Fee: 1.00% of the Permanent loan payable at closing.

Security: First mortgage lien on the Property and Pledge of Equity Installments

Closing Costs: Borrower will pay all closing costs related to the closing of the permanent loan including, but not limited to legal, title, survey, architectural, other necessary third party reports and out of pocket expenses.

Conditions to funding Permanent Loan:

Bank acceptable allocation of annual low income housing tax credits from the Florida Housing Finance Corporation.

Bank acceptable plans and specifications.

Bank acceptable Sources and Uses.

Bank acceptable Appraisal.

Bank approved general contractor and the construction contract.

Bank acceptable Guarantees of Completion

Such other conditions which are customary and reasonable for a loan of this nature and amount.

The terms of this letter of intent are strictly confidential between the Borrower and Bank. All third-party beneficiary rights are expressly negated. No person who is not a party to this letter of intent shall have or enjoy any rights under this letter. No change, amendment or modification of this letter of intent shall be valid unless made in writing, addressed to the Borrower and signed by an authorized officer of Bank.

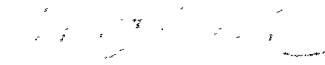
Any changes to the Property and the financing will require Bank's review and approval to ensure compliance to our underwriting standards. This letter of intent does not expire before July 31, 2016 and can only be extended in writing by Bank.

**BANK'S OBLIGATION TO MAKE ANY LOANS ARE AT ALL TIMES SPECIFICALLY CONDITIONED UPON BANK'S RECEIPT OF SATISFACTORY DUE DILIGENCE REPORTS, INCLUDING AN APPRAISAL, A TAX CREDIT RESERVATION, AN EQUITY LETTER OF INTENT AND FINAL LOAN DOCUMENTS, IN FORM AND CONTENT DEEMED SATISFACTORY BY BANK IN ITS SOLE AND ABSOLUTE DISCRETION.**

Thank you for the opportunity to serve your financing needs in connection with this property. We look forward to working with you.

Please do not hesitate to call me if you have any questions.

Sincerely,  
Regions Bank



Marilyn L. Carl  
Vice President  
Real Estate Banking

Agreed to and Accepted this 20<sup>th</sup> day of October 2015 by:

SP Gardens LLC

By: SP Gardens Manager LLC

By: SP and MS LLC

By:  \_\_\_\_\_

By: \_\_\_\_\_  
Name: Scott Seckinger  
Title: Vice President

## RFA 2015-107 Recommendations

|                                       |                      |
|---------------------------------------|----------------------|
| <b>Total HC Available for RFA</b>     | <b>12,700,863.00</b> |
| <b>Total HC Allocated</b>             | <b>12,897,002.00</b> |
| <b>Binding Commitment (2016-148C)</b> | <b>(196,139.00)</b>  |

| Application Number | Name of Development | Name of Contact Person | Name of Developer | Total Set Aside Units | HC Funding Amount | Eligible For Funding? | Total Points | Development Category Funding Preference | Per Unit Construction Funding Preference | Leveraging Classification | Duval County Qualifying Financial Assistance Preference | 75 or More Total Unit Funding Preference | Florida Job Creation Preference | Lottery Number |
|--------------------|---------------------|------------------------|-------------------|-----------------------|-------------------|-----------------------|--------------|---|--|---------------------------|---|--|---------------------------------|----------------|
|--------------------|---------------------|------------------------|-------------------|-----------------------|-------------------|-----------------------|--------------|---|--|---------------------------|---|--|---------------------------------|----------------|

**Duval County**

|           |                  |                 |                       |     |              |   |    |   |   |   |   |   |   |    |
|-----------|------------------|-----------------|-----------------------|-----|--------------|---|----|---|---|---|---|---|---|----|
| 2016-155C | Lofts at LaVilla | James R. Hoover | TVC Development, Inc. | 120 | 1,660,000.00 | Y | 28 | Y | Y | A | Y | Y | Y | 51 |
|-----------|------------------|-----------------|-----------------------|-----|--------------|---|----|---|---|---|---|---|---|----|

**Broward County**

|           |            |                |                               |     |              |   |    |   |   |   |   |   |   |    |
|-----------|------------|----------------|-------------------------------|-----|--------------|---|----|---|---|---|---|---|---|----|
| 2016-161C | Arbor View | Matthew Rieger | HTG Arbor View Developer, LLC | 100 | 1,967,002.00 | Y | 28 | Y | Y | A | N | Y | Y | 32 |
|-----------|------------|----------------|-------------------------------|-----|--------------|---|----|---|---|---|---|---|---|----|

**Hillsborough County**

|           |                  |                   |   |    |              |   |    |   |   |   |   |   |   |   |
|-----------|------------------|-------------------|---|----|--------------|---|----|---|---|---|---|---|---|---|
| 2016-137C | Laburnum Gardens | Brianne E Heffner | Southport Development, Inc. a Washington corporation doing business in Florida as Southport Developpment Services, Inc. | 81 | 1,420,000.00 | Y | 28 | Y | Y | A | N | Y | Y | 9 |
|-----------|------------------|-------------------|---|----|--------------|---|----|---|---|---|---|---|---|---|

**Orange County**

|           |                 |                  |                                |     |              |   |    |   |   |   |   |   |   |   |
|-----------|-----------------|------------------|--------------------------------|-----|--------------|---|----|---|---|---|---|---|---|---|
| 2016-144C | Wellington Park | Jonathan L. Wolf | Wellington Park Developer, LLC | 120 | 2,060,000.00 | Y | 28 | Y | Y | A | N | Y | Y | 3 |
|-----------|-----------------|------------------|--------------------------------|-----|--------------|---|----|---|---|---|---|---|---|---|

**Palm Beach County**

|           |                         |                  |                                   |     |              |   |    |   |   |   |   |   |   |   |
|-----------|-------------------------|------------------|-----------------------------------|-----|--------------|---|----|---|---|---|---|---|---|---|
| 2016-130C | Residences at Haverhill | Robert G Hoskins | NuRock Development Partners, Inc. | 117 | 2,110,000.00 | Y | 28 | Y | Y | A | N | Y | Y | 1 |
|-----------|-------------------------|------------------|-----------------------------------|-----|--------------|---|----|---|---|---|---|---|---|---|

**Pinellas County**

|           |                 |             |                          |    |              |   |    |   |   |   |   |   |   |   |
|-----------|-----------------|-------------|--------------------------|----|--------------|---|----|---|---|---|---|---|---|---|
| 2016-126C | Burlington Post | Oscar A Sol | Burlington Post Dev, LLC | 86 | 1,660,000.00 | Y | 28 | Y | Y | A | N | Y | Y | 4 |
|-----------|-----------------|-------------|--------------------------|----|--------------|---|----|---|---|---|---|---|---|---|

**New Construction Belle Glade Development**

|           |           |                   |   |     |              |   |    |   |   |   |   |   |   |    |
|-----------|-----------|-------------------|---|-----|--------------|---|----|---|---|---|---|---|---|----|
| 2016-148C | Yew Court | Brianne E Heffner | Southport Development, Inc. a Washington corporation doing business in Florida as Southport Developpment Services, Inc. | 110 | 2,020,000.00 | Y | 28 | Y | Y | A | N | Y | Y | 14 |
|-----------|-----------|-------------------|---|-----|--------------|---|----|---|---|---|---|---|---|----|

On January 29, 2016, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion and staff recommendation to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

|                      |
|----------------------|
| <b>EXHIBIT<br/>F</b> |
|----------------------|

COPY

**Exhibit A to RFA 2015-107- Housing Credit Financing for Affordable Housing Developments located in Broward, Duval, Hillsborough, Orange, Palm Beach and Pinellas Counties**

**1. Submission Requirements:**

a. Application Withdrawal Disincentive:

The Applicant must indicate which of the following it elects to provide in the Application labeled "Original Hard Copy:"

- (1) \$25,000 Application Withdrawal Cash Deposit, as outlined in Section Three A.3. of the RFA.

Should the Applicant be eligible to receive a refund of the cash deposit, to whom should the refund check be made payable?

Tampa Housing Authority

If this information is not provided in the Application, the Corporation shall make the refund check payable to the Applicant.

or

- (2) \$25,000 Letter of Credit, as outlined in the RFA at Section Three A.4. of the RFA.

b. Applicant Certification and Acknowledgement:

The Applicant must include a signed Applicant Certification and Acknowledgement form as **Attachment 1** to Exhibit A, as outlined in Section Four A.1.b. of the RFA.

**2. Demographic Commitment:**

The Applicant must select one (1) Demographic Category:

- a. Family
- b. Elderly – The Applicant must indicate the type of Elderly Development:
  - (1) Elderly ALF
  - (2) Elderly Non-ALF

**3. Applicant Information:**

a. The Applicant must state the name of the Applicant:

West River Phase 2, LP

- b. The Applicant must provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as **Attachment 2**.
- c. Is the Applicant applying as a Non-Profit organization?  
 Yes       No

If “Yes,” in order to be considered to be a Non-Profit entity for purposes of this RFA, the Applicant must meet the definition of Non-Profit as set out in Rule Chapter 67-48, F.A.C., answer the following questions, and provide the required information.

(1) Provide the following information for each Non-Profit entity as **Attachment 3**:

- (a) The IRS determination letter;
- (b) The description/explanation of the role of the Non-Profit entity;
- (c) The names and addresses of the members of the governing board of the Non-Profit entity; and
- (d) The articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low-income housing.

(2) Answer the following questions:

- (a) Is the Applicant or one of its general partners or managing members incorporated as a Non-Profit entity pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Yes       No

If “No,” is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a Non-Profit entity formed pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Yes       No

- (b) Is the Applicant or one of its general partners or managing members a 501(c)(3) or 501(c)(4) Non-Profit entity, or is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a 501(c)(3) or 501(c)(4) Non-Profit entity?

Yes       No

- (c) Does the Non-Profit entity have an ownership interest, either directly or indirectly, in the general partner or general partnership interest or in the managing member or the managing member’s interest in the Applicant?

Yes       No

If “Yes,” state the percentage owned in the general partnership or managing member interest: [Click here to enter text.](#)%



(d) Percentage of Developer's fee that will go to the Non-Profit entity: [Click here to enter text.](#)%

(e) Year Non-Profit entity was incorporated (yyyy): [Click here to enter text.](#)

(f) Is the Non-Profit entity affiliated with or controlled by a for-profit entity within the meaning of Section 42(h), Internal Revenue Code?

Yes  No

If "Yes," state name of the for-profit entity:

[Click here to enter text.](#)

d. Principals for the Applicant and for each Developer:

The Applicant must provide the required information for the Applicant and for each Developer as **Attachment 4**.

e. Contact Person for this Application:

First Name: Eileen

Middle Initial: M.

Last Name: Pope

Street Address: Banc of America Community Development Corp, Bank of America, Merrill

Lynch, NC1-007-11-25, 100 N. Tryon Street, 11th Floor

City: Charlotte

State: NC

Zip: 28255

Telephone: 980-387-2727

Facsimile: 704-683-7135

E-Mail Address: Eileen.m.pope@baml.com

Relationship to Applicant: SVP of Managing Member of Developer; no relation to Applicant

#### 4. Developer and Management Company Information:

a. General Developer Information:

(1) The Applicant must state the name of each Developer (including all co-Developers):

WRDG Boulevard, LLC

[Click here to enter text.](#)

[Click here to enter text.](#)

(2) For each Developer entity listed in question (1) above (that is not a natural person), the Applicant must provide, as **Attachment 5**, the required documentation demonstrating that it is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

(3) General Development Experience:

To be eligible for points, the Applicant must correctly respond to both (a) and (b) below:

- (a) For each experienced Developer entity, the Applicant must provide, as **Attachment 5**, a prior experience chart for at least one (1) experienced Principal of that entity. The prior experience chart for the Principal must reflect the required information for the three (3) completed affordable rental housing developments, one (1) of which must be a Housing Credit development.
- (b) The Applicant must indicate whether the Developer Experience Withdrawal Disincentive criteria outlined in Section Four A.4.a.(3)(b) of the RFA is met.

Yes                       No

b. General Management Company Information:

- (1) The Applicant must state the name of the Management Company:

JMG Realty, Inc.

- (2) The Applicant must provide, as **Attachment 6**, a prior experience chart for the Management Company or a principal of the Management Company reflecting the required information as outlined in Section Four A.4.b. of the RFA.

**5. General Development Information:**

- a. The Applicant must state the name of the proposed Development:

The Boulevard at West River

- b. Location of Development Site:

- (1) The Applicant must indicate the County: Hillsborough

- (2) Address of Development Site:

The Applicant must state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of county:

NW Corner of Main Street and North Willow Avenue, Tampa, Florida

- c. Development Category / Rental Assistance (RA) Level / Concrete Construction:

- (1) The Applicant must select one (1) applicable Development Category New construction and provide the required information as **Attachment 7**.

Note: The Applicant should refer to Section Four A.5.c. of the RFA before making a selection.

- (2) If Rehabilitation or Acquisition and Rehabilitation is selected at (1) above, the following information must be provided:

(a) The Applicant must indicate the estimated qualified basis in Rehabilitation expenses per set aside unit within one 24-month period for the buildings(s) being rehabilitated: [Click here to enter text.](#)

(b) Was the existing building(s) to be rehabilitated originally built in 1995 or earlier, either originally financed or is it currently financed through one or more of the following HUD or RD programs: sections 202, 236, 514, 515, 516, 811, or either has PBRA or is public housing assisted through ACC, and the proposed Development did not close on funding from HUD or RD after 1995 where the budget was at least \$10,000 per unit for rehabilitation in any year?

Yes  No

(3) Does the proposed Development meet the requirements to be considered to be concrete construction?

Yes  No

Note: The Applicant should refer to Section Four A.5.c.(3) of the RFA before making a selection.

d. The Applicant must select one (1) applicable Development Type: Mid-Rise, 4-stories

Note: The Applicant should refer to Section Four A.5.d. of the RFA before making a selection.

e. Number of Units in Proposed Development:

(1) The Applicant must state the total number of units: 250

(2) The Applicant must select the applicable item below:

(a) Proposed Development consists of 100% new construction units

(b) Proposed Development consists of 100% rehabilitation units

(c) Proposed Development consists of a combination of new construction units and rehabilitation units. State the quantity of each type:

[Click here to enter text.](#) new construction units and [Click here to enter text.](#) rehabilitation units

(3) The Applicant must indicate which of the following applies with regard to the occupancy status of any existing units:

(a) Existing units are currently occupied

(b) Existing units are not currently occupied

(c) There are no existing units

f. Ability to Proceed:

As outlined in Section Four A.5.f. of the RFA, the Applicant must provide the following information to demonstrate Ability to Proceed:

- (1) Status of Site Plan Approval or Plat Approval. The Applicant must provide, as **Attachment 8** to Exhibit A, the applicable properly completed and executed verification form: (a) Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (Form Rev. 11-14) or (b) Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Residential Rental Developments form (Form Rev. 11-14).
- (2) Appropriate Zoning. The Applicant must provide, as **Attachment 9** to Exhibit A, the applicable properly completed and executed verification form: (a) Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 11-14) or (b) Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form (Form Rev. 11-14).
- (3) Availability of Electricity. The Applicant must provide, as **Attachment 10** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 11-14).
- (4) Availability of Water. The Applicant must provide, as **Attachment 11** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 11-14).
- (5) Availability of Sewer. The Applicant must provide, as **Attachment 12** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 11-14).
- (6) Availability of Roads. The Applicant must provide, as **Attachment 13** to Exhibit A, an acceptable letter from the Local Government or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 11-14).

#### 6. Proximity:

In order for Applications for proposed Developments located in the City of Belle Glade or the City of South Bay in Palm Beach County to meet the Mandatory requirement to provide a Development Location Point and to automatically achieve the required Minimum Transit Service Score and the Minimum Total Proximity Score and receive the Maximum Total Proximity Score of 18 points, the Applicant must provide, as **Attachment 14**, the required letter from the City of Belle Glade or the City of South Bay, and the properly completed and executed Surveyor Certification form (Form Rev. 07-15), as outlined in Section Four A.6.a.(1) of the RFA.

In order for Applications for proposed Developments located in any jurisdiction other than the City of Belle Glade or the City of South Bay to meet the Mandatory requirement to provide a Development Location Point and to be eligible for proximity points that are not automatically awarded, the

Applicant must provide an acceptable Surveyor Certification form as **Attachment 14**, as outlined in Section Four A.6.a.(2) of the RFA. The form must reflect the Development Location Point and, if applicable, the Services information for the Bus or Rail Transit Service (if Private Transportation is not selected at question 6.b. below) and Community Services for which the Applicant is seeking points.

a. PHA or RD Proximity Point Boost:

If the proposed Development qualifies for the PHA Point Boost or the RD Point Boost, select (1) or (2) below and provide the required information.

- (1) PHA Point Boost - The proposed Development qualifies for the PHA Point Boost because all of the units in the proposed Development are located on a site(s) with an existing Declaration of Trust between a Public Housing Authority and HUD as demonstrated in the letter provided as **Attachment 14** (as outlined in Section Four A.6.b.(1)(a) of the RFA).
- (2) RD Point Boost – The proposed Development qualifies for the RD Point Boost because the property has existing RD 515 funding as demonstrated in the letter provided as Attachment 18 (as outlined in Sections Four A.6.b.(1)(b) and Four A.11.b.(3)(b) of the RFA).

b. Private Transportation Transit Service:

If the Applicant selected the Elderly Demographic (ALF or Non-ALF) at question 2.b. above, does the Applicant commit to provide private transportation, as outlined in Section Four A.6.c.(1)(a), as its Transit Service?

- Yes       No

c. Mandatory Distance Requirement:

For proximity of the proposed Development to the closest Development latitude and longitude coordinates identified on the September 21, 2015 FHFC Development Proximity List, indicate which of the following applies to this Application.

(1) Applications Eligible for Automatic Qualification:

Applicants that are eligible to select (a) or (b) below will be eligible for the automatic qualification for the Mandatory Distance Requirement.

- (a) The Applicant selected the Rehabilitation or Acquisition and Rehabilitation Development Category at question 5.c.(1) of Exhibit A, the proposed Development involves the Rehabilitation of an existing, occupied residential rental property in operation as of the Application Deadline and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart at question 7.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed

Development consists of a total of 250 units or less, unless further restricted by the Elderly Demographic requirements outlined in Exhibit C.

- (b) The Applicant selected the Redevelopment or Acquisition and Redevelopment Development Category at question 5.c.(1) of Exhibit A and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart at question 7.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed Development consists of a total of 250 units or less, unless further restricted by the Elderly Demographic requirements outlined in Exhibit C.
- (c) The proposed Development is located within the city limits of the City of Belle Glade or the City of South Bay, as demonstrated by the documentation provided as Attachment 14.

Note: RA Levels are described in Section Four A.5.c.(2) of the RFA.

(2) Applications Not Eligible for Automatic Qualification:

Applicants that are not eligible for the automatic qualification for the Mandatory Distance Requirement should follow the instructions outlined in Section Four A.6.d.(2) of the RFA to determine whether the Application meets the Mandatory Distance Requirement and answer the following question:

Do the proposed Development and any Development(s) on the List have one or more of the same Financial Beneficiaries and meet at least one (1) of the following criteria: (a) they are contiguous or divided by a street, and/or (b) they are divided by a prior phase of the proposed Development?

- Yes       No

If “Yes”, the Applicant must identify the specific Development(s) on the List that it wishes to disregard (as outlined in Section Four A.6.d.(2) of the RFA):

[Click here to enter text.](#)

**7. Set-Aside Commitments:**

a. Minimum Set-Aside per Section 42 of the IRC:

The Applicant must select one of the following:

- 20% of units at 50% Area Median Income (AMI) or lower
- 40% of units at 60% AMI or lower
- Deep rent skewing option as defined in Section 42 of the IRC, as amended

b. Total Set-Aside Breakdown Chart:

The Applicant must reflect on the Total Set-Aside Breakdown Chart below all income set-aside commitments (required set-asides and additional set-asides, including all required ELI set-asides, as well as the total set-aside percentage) by listing the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level:

| Total Set-Aside Breakdown Chart |                 |
|---------------------------------|-----------------|
| Percentage of Residential Units | AMI Level       |
| Enter Number%                   | At or Below 25% |
| Enter Number %                  | At or Below 28% |
| Enter Number %                  | At or Below 30% |
| Enter Number %                  | At or Below 33% |
| Enter Number %                  | At or Below 35% |
| <u>10</u> %                     | At or Below 40% |
| Enter Number %                  | At or Below 45% |
| Enter Number %                  | At or Below 50% |
| <u>70</u> %                     | At or Below 60% |
| Total Set-Aside Percentage:     | <u>80</u> %     |

Note: The Applicant should refer to Section Four A.7.b. of the RFA before completing this chart.

**8. Site Control:**

The Applicant must demonstrate site control by providing the following documentation as **Attachment 15**, as outlined at Section Four A.8. of the RFA:

- a. A fully executed eligible contract for purchase and sale for the subject property; and/or
- b. A recorded deed or recorded certificate of title; and/or
- c. A copy of the fully executed long-term lease.

**9. Construction Features and Resident Programs:**

a. Construction Features:

(1) If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 5.c.(1) above, the Applicant must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10.

- Programmable thermostat in each unit (2 points)
- Humidistat in each unit (2 points)
- Water Sense certified dual flush toilets in all bathrooms (2 points)
- Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
- Energy Star qualified roof coating (2 points) \*
- Energy Star qualified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) \*
- Eco-friendly cabinets – formaldehyde free and material must be certified by the Forest Stewardship Council or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)

- Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)
- High Efficiency HVAC with SEER of at least 16 (2 points) \*\*
- Energy efficient windows in each unit (3 points) †
- Florida Yards and Neighborhoods certification on all landscaping (2 points)
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

\*The Applicant may choose only one option related to Energy Star qualified roofing.

\*\*Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments in Exhibit C.

†See specific requirements per Development Type at Section Four A.9.a.(1) of the RFA.

or

- (2) If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 5.c.(1) above, the Applicant must indicate its commitment to achieve one of the following Green Building Certification programs: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS). Does the Applicant commit to achieve one of these programs?

Yes                       No

**b. Resident Programs:**

- (1) If the Applicant selected the Family Demographic at question 2.a. above, the Applicant must select at least three (3) of the following resident programs (which are described at Section Four A.9.b.(1) of the RFA):

- After School Program for Children
- Literacy Training
- Employment Assistance Program
- Family Support Coordinator

- (2) If the Applicant selected the Elderly Non-ALF Demographic at question 2.b.(2) above, the Applicant must select at least three (3) of the following resident programs (which are described at Section Four A.9.b.(2) of the RFA):

- Literacy Training
- Computer Training
- Daily Activities
- Assistance with Light Housekeeping, Grocery Shopping and/or Laundry
- Resident Assurance Check-In Program

**10. Local Government Contributions:**

**a. Applicants Eligible for Automatic Points:**



If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 5.c.(1) above, the Application will automatically receive maximum points.

b. Applicants Not Eligible for Automatic Points:

If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 5.c.(1) above, has a Local Government committed to provide a contribution to the proposed Development?

Yes                       No

If “Yes”, in order to be considered for points for this section of the RFA, the Applicant must provide the following applicable Local Government Verification of Contribution form(s) as **Attachment 16**:

- (1) Local Government Verification of Contribution – Grant Form;
- (2) Local Government Verification of Contribution – Fee Waiver Form;
- (3) Local Government Verification of Contribution – Loan Form; and/or
- (4) Local Government Verification of Contribution – Fee Deferral Form.

c. Duval County Local Government Qualifying Financial Assistance Funding Preference:

If the proposed Development is located in Duval County, has the Applicant provided Local Government Verification of Contribution forms for cash grants and/or cash loans where the total of the face amounts of these cash contributions is equal to or greater than the minimum qualifying amounts for the proposed Development’s Building Type as listed on the table in Section Four, A.10.c. of the RFA?

Yes                       No

**11. Funding:**

a. State the Applicant’s Housing Credit Request Amount (annual amount): **\$ 2110000**

(1) Difficult Development Area (DDA) and Qualified Census Tract (QCT):

(a) Is the proposed Development located in a HUD-designated DDA, as defined in Section 42(d)(5)(B)(iii), IRC, as amended?

Yes                       No

If “Yes”, indicate which DDA: Tampa-St. Petersburg-Clearwater, FL MSA

(b) If the proposed Development is not located in a HUD-designated DDA (as indicated by the Applicant in question (a) above), is it located in a QCT as defined in Section 42(d)(5)(B)(ii) of the IRC, as amended?

Yes                       No

If “Yes”, indicate the QCT Number: Click here to enter text. and provide a copy of a letter from the local planning office or census bureau which verifies that the proposed Development is located in the referenced QCT as **Attachment 17**.

(2) Multiphase Development:

If the proposed Development is a phase of a multiphase Development, as outlined in Section Four A.11.a.(2) of the RFA, indicate which of the following applies:

- (a) The proposed Development is the first phase of a multiphase Development eligible for the HC boost.

or

- (b) The proposed Development is a subsequent phase of a multiphase Development eligible for the HC boost.

b. Other Funding:

(1) If a PLP loan has been awarded for this Development, provide the following information:

|                                  |  |
|----------------------------------|--|
| <b>Corporation File #</b>        | <b>Amount of Funding</b>                   |
| <u>Click here to enter text.</u> | <b>\$</b> <u>Click here to enter text.</u> |

(2) If any other Corporation funds will be incorporated as a source of financing for the proposed Development, provide the information in the chart below:

| Corporation Program | Corporation File No.  | Amount of Funding             |
|---------------------|-----------------------|-------------------------------|
| SAIL                | <u>Enter file No.</u> | <b>\$</b> <u>Enter Amount</u> |
| HOME-Rental         | <u>Enter file No.</u> | <b>\$</b> <u>Enter Amount</u> |
| MMRB                | <u>Enter file No.</u> | <b>\$</b> <u>Enter Amount</u> |
| EHCL                | <u>Enter file No.</u> | <b>\$</b> <u>Enter Amount</u> |

(3) If the proposed Development is assisted with funding under the United States Department of Agriculture RD 515 Program and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation as **Attachment 18** to Exhibit A.

- RD 515                       RD 538

c. Finance Documents:

The Applicant must complete the Development Cost Pro-Forma, the Detail/Explanation Sheet, if applicable, the Construction or Rehab Analysis, and the Permanent Analysis.

d. Non-Corporation Funding Proposals:

The Applicant must attach all funding proposals executed by the lender(s) or other source(s). Insert the documentation for each source as a separate attachment to Exhibit A, beginning with **Attachment 19**, and continuing with sequentially numbered attachments for each additional funding source.

e. Per Unit Construction Funding Preference:

Does the proposed Development qualify for the Per Unit Construction Funding Preference, as outlined at Section Four A.11.e. of the RFA?

Yes

No

\*\*\*\*\*

**Addenda**

The Applicant may use the space below to provide any additional information or explanatory addendum for items in the Application. Please specify the particular Item to which the additional information or explanatory addendum applies.

[Click here to enter text.](#)

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 1 of 4)

- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C. Any portion of the fee that has been deferred must be included in Total Development Cost
  - (2) Because Housing Credit equity is being used as a source of financing, complete Columns 1 and 2.
  - (3) General Contractor's fee is limited to 14% of actual construction cost (A.1.1. Column 3). The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit
  - (4) In reference to impact fees, a tax professional's advice should be sought regarding eligibility of these fees.
  - (5) For Application purposes, the maximum hard cost contingency allowed cannot exceed (i) 5% for Developments where 50% or more of the units are new construction, or (ii) 15% for Developments where less than 50% of the units are new construction. In any case, the maximum soft cost contingency allowed cannot exceed 5%. Hard costs are represented by the total of A1.3. TOTAL ACTUAL CONSTRUCTION COSTS and soft costs are represented by the total of A2. TOTAL GENERAL DEVELOPMENT COST. Limitations on these cost line items post-Application are provided in Rule Chapter 67-48, F.A.C. Operating Deficit Reserves (ODR) are not to be included in C. DEVELOPMENT COST and cannot be used in determining the maximum Developer fee. An ODR, if necessary, will be sized in credit underwriting and may be different than the Application limit.
  - (6) Because Housing Credit equity is being used as a source of financing, an estimated compliance fee should be included in column 2.
  - (7) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF \* ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL              |
|--|-------------------------------|-------------------------------|-------------------------|
| <b>DEVELOPMENT COSTS</b>   |                               |                               |                         |
| <i>Actual Construction Costs</i>   |                               |                               |                         |
| Accessory Buildings  | _____                         | _____                         | _____                   |
| Demolition   | 1,000,000.00                  | _____                         | 1,000,000.00            |
| New Rental Units   | 24,000,000.00                 | _____                         | 24,000,000.00           |
| <b>*Off-Site Work (explain in detail)</b>  | _____                         | _____                         | _____                   |
| Recreational Amenities   | _____                         | _____                         | _____                   |
| Rehab of Existing Common Areas   | _____                         | _____                         | _____                   |
| Rehab of Existing Rental Units   | _____                         | _____                         | _____                   |
| Site Work  | _____                         | _____                         | _____                   |
| <b>*Other (explain in detail)</b>  | _____                         | _____                         | _____                   |
| <b>A1.1. Actual Construction Cost</b>  | <b>\$ 25,000,000.00</b>       | <b>\$ _____</b>               | <b>\$ 25,000,000.00</b> |
| <b>A1.2. General Contractor Fee</b> <small>See Note (3)</small><br>(Max. 14% of A1.1., column 3) | <b>\$ 3,500,000.00</b>        | <b>\$ _____</b>               | <b>\$ 3,500,000.00</b>  |
| <b>A1.3. TOTAL ACTUAL CONSTRUCTION COSTS</b>   | <b>\$ 28,500,000.00</b>       | <b>\$ _____</b>               | <b>\$ 28,500,000.00</b> |
| <i>General Development Costs</i>   |                               |                               |                         |
| Accounting Fees  | 85,000.00                     | _____                         | 85,000.00               |
| Appraisal  | 15,000.00                     | _____                         | 15,000.00               |

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 2 of 4)

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL             |
|--|-------------------------------|-------------------------------|------------------------|
| <i>General Development Costs (Cont'd)</i>              |                               |                               |                        |
| Architect's Fee - Site/Building Design                 | 1,000,000.00                  |                               | 1,000,000.00           |
| Architect's Fee - Supervision                          | 222,000.00                    |                               | 222,000.00             |
| Builder's Risk Insurance                               |                               |                               |                        |
| Building Permit  | 350,000.00                    |                               | 350,000.00             |
| Brokerage Fees - Land/Buildings                        |                               |                               |                        |
| Capital Needs Assessment                               |                               |                               |                        |
| Engineering Fees                                       | 75,000.00                     |                               | 75,000.00              |
| Environmental Report                                   | 15,500.00                     |                               | 15,500.00              |
| FHFC Administrative Fee                                |                               | 189,900.00                    | 189,900.00             |
| FHFC Application Fee                                   |                               | 3,000.00                      | 3,000.00               |
| FHFC Compliance Fee <sup>See Note (6)</sup>            |                               | 264,748.00                    | 264,748.00             |
| FHFC Credit Underwriting Fees                          | 11,661.00                     |                               | 11,661.00              |
| Green Building Certification/<br>HERS Inspection Costs |                               |                               |                        |
| <b>*Impact Fees (list in detail)</b>                   |                               |                               |                        |
| Inspection Fees  | 45,500.00                     | 0.00                          | 45,500.00              |
| Insurance  | 300,000.00                    | 0.00                          | 300,000.00             |
| Legal Fees   | 500,000.00                    | 150,000.00                    | 650,000.00             |
| Market Study   | 15,500.00                     |                               | 15,500.00              |
| Marketing/Advertising                                  |                               | 75,000.00                     | 75,000.00              |
| Property Taxes   |                               |                               |                        |
| Soil Test Report                                       |                               |                               |                        |
| Survey   | 15,000.00                     |                               | 15,000.00              |
| Title Insurance & Recording Fees                       | 75,000.00                     | 120,000.00                    | 195,000.00             |
| Utility Connection Fee                                 |                               |                               |                        |
| <b>*Other (explain in detail)</b>                      | 1,025,000.00                  |                               | 1,025,000.00           |
| <b>A2. TOTAL GENERAL DEVELOPMENT COST</b>              | <b>\$ 3,750,161.00</b>        | <b>\$ 802,648.00</b>          | <b>\$ 4,552,809.00</b> |

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 3 of 4)

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL              |
|--|-------------------------------|-------------------------------|-------------------------|
| <i>Financial Costs</i>   |                               |                               |                         |
| Construction Loan Origination/<br>Commitment Fee(s)  | 244,431.80                    |                               | <b>244,431.80</b>       |
| Construction Loan Credit<br>Enhancement Fee(s)   |                               |                               |                         |
| Construction Loan Interest   | 900,000.00                    | 462,656.00                    | <b>1,362,656.00</b>     |
| Permanent Loan Origination/<br>Commitment Fee(s)   | ██████████                    | 140,000.00                    | <b>140,000.00</b>       |
| Permanent Loan Credit<br>Enhancement Fee(s)  | ██████████                    |                               |                         |
| Permanent Loan Closing Costs   | ██████████                    |                               |                         |
| Bridge Loan Origination/<br>Commitment Fee(s)  | 210,000.00                    |                               | <b>210,000.00</b>       |
| Bridge Loan Interest   | 423,583.00                    | 0.00                          | <b>423,583.00</b>       |
| Non-Permanent Loan(s) Closing<br>Costs   | 14,738.00                     | 10,000.00                     | <b>24,738.00</b>        |
| *Other (explain in detail)   |                               |                               |                         |
| <b>A3. TOTAL FINANCIAL COSTS</b>   | <b>\$ 1,792,752.80</b>        | <b>\$ 612,656.00</b>          | <b>\$ 2,405,408.80</b>  |
| <b>A4. CONTINGENCY RESERVES</b> <small>See Note (5)</small>                                      | <b>\$ 1,612,500.00</b>        | <b>\$ 40,125.00</b>           | <b>\$ 1,652,625.00</b>  |
| <b>B1. ACQUISITION COST OF EXISTING<br/>DEVELOPMENTS (EXCLUDING<br/>LAND) Existing Buildings</b> | <b>\$</b>                     | <b>\$</b>                     | <b>\$</b>               |
| <b>B2. *Other (explain in detail)</b>  | <b>\$</b>                     | <b>\$</b>                     | <b>\$</b>               |
| <b>C. DEVELOPMENT COST<br/>(A1.3+A2+A3+A4+B1+B2)</b>   | <b>\$ 35,655,413.80</b>       | <b>\$ 1,455,429.00</b>        | <b>\$ 37,110,842.80</b> |
| <b>D. DEVELOPER'S FEE</b> <small>See Note (1)</small>  | <b>\$ 5,426,023.20</b>        | <b>\$</b>                     | <b>\$ 5,426,023.20</b>  |
| <b>E. OPERATING DEFICIT RESERVES</b> <small>See Note (5)</small>                                 | ██████████                    | ██████████                    | ██████████              |
| <b>F. TOTAL LAND COST</b>  | ██████████                    | <b>\$ 2,375,750.00</b>        | <b>\$ 2,375,750.00</b>  |
| <b>G. TOTAL DEVELOPMENT COST</b> <small>See Note (7)</small><br>(C+D+E+F)                        | <b>\$ 41,081,437.00</b>       | <b>\$ 3,831,179.00</b>        | <b>\$ 44,912,616.00</b> |

---

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 4 of 4)

**Detail/Explanation Sheet**

**Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.**

**DEVELOPMENT COSTS**

**Actual Construction Cost**

(as listed at Item A1.)

Off-Site Work:

Other:

**General Development Costs**

(as listed at Item A2.)

Impact Fees:

Other:   
environmental abatement, leasing office/furniture, fixtures, low voltage equipment, water sub-meters, construction materials testing

**Financial Costs**

(as listed at Item A3.)

Other:

**Acquisition Cost of Existing Developments**

(as listed at Item B2.)

Other:

NOTE: Neither brokerage fees nor syndication fees can be included in eligible basis. Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer fee. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 1 of 2)

**CONSTRUCTION/REHAB ANALYSIS**

**AMOUNT**

**LOCATION OF DOCUMENTATION**

**A. Total Development Costs** \$ 44,912,616.00

**B. Construction/Rehab Funding Sources:**

|  |                                |                      |
|--|--------------------------------|----------------------|
| 1. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant. | \$ <u>8,945,506.00</u>         | Attachment <u>20</u> |
| 2. First Mortgage Financing  | \$ <u>24,443,180.00</u>        | Attachment <u>19</u> |
| 3. Second Mortgage Financing   | \$ _____                       | Attachment _____     |
| 4. Third Mortgage Financing  | \$ _____                       | Attachment _____     |
| 5. Grants  | \$ <u>1,000,000.00</u>         | Attachment <u>21</u> |
| 6. HC Equity - Partner's Contribution  | \$ _____                       | Attachment _____     |
| 7. HC Equity Bridge Loan   | \$ _____                       | Attachment _____     |
| 8. USDA RD Financing:  |                                |                      |
| a. RD 515  | \$ _____                       | Attachment _____     |
| b. RD 538  | \$ _____                       | Attachment _____     |
| 9. Other: <u>THA (Land Loan)</u>   | \$ <u>2,375,750.00</u>         | Attachment <u>22</u> |
| 10. Other: <u>THA Equity - GAP loan</u>  | \$ <u>5,673,102.00</u>         | Attachment <u>23</u> |
| 11. Deferred Developer Fee   | \$ <u>2,475,078.00</u>         |                      |
| 12. Total Construction/Rehab Funding Source:   | \$ <u><u>44,912,616.00</u></u> |                      |

**C. Construction/Rehab Funding Surplus**

(B.12. Total Construction/Rehab Funding Sources, less A. Total Development Costs): \$ 0.00 (A negative number here represents a funding shortfall.)

**Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.**



**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 2 of 2)

| PERMANENT ANALYSIS   | AMOUNT                         | LOCATION OF DOCUMENTATION                                |
|--|--------------------------------|--|
| <b>A. Total Development Costs</b>  | <b>\$ <u>44,912,616.00</u></b> |  |
| <b>B. Permanent Funding Sources:</b>   |                                |  |
| 1. HC Syndication/HC Equity Proceeds   | \$ <u>22,363,764.00</u>        | Attachment <u>20</u>                                     |
| 2. First Mortgage Financing  | \$ <u>14,000,000.00</u>        | Attachment <u>19</u>                                     |
| 3. Second Mortgage Financing   | \$ _____                       | Attachment _____   |
| 4. Third Mortgage Financing  | \$ _____                       | Attachment _____   |
| 5. Grants  | \$ <u>1,000,000.00</u>         | Attachment <u>21</u>                                     |
| 6. HC Equity - Partner's Contribution  | \$ _____                       | Attachment _____   |
| 7. USDA RD Financing:  |                                |  |
| a. RD 515  | \$ _____                       | Attachment _____   |
| b. RD 538  | \$ _____                       | Attachment _____   |
| 8. Other: <u>THA (Land Loan)</u>   | \$ <u>2,375,750.00</u>         | Attachment <u>22</u>                                     |
| 9. Other: <u>THA Equity - GAP loan</u>                                       | \$ <u>5,673,102.00</u>         | Attachment <u>23</u>                                     |
| 10. Deferred Developer Fee   | \$ _____                       |  |
| 11. Total Permanent Funding Sources  | <b>\$ <u>45,412,616.00</u></b> |  |
| <b>C. Permanent Funding Surplus</b>  |                                |  |
| (B.11. Total Permanent Funding Sources,<br>less A. Total Development Costs): | <b>\$ <u>500,000.00</u></b>    | (A negative number here represents a funding shortfall.) |

**Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.**

# Request for Application 2015-107

COPY

The Boulevard at  
West River

# Attachment

1

### **Applicant Certification and Acknowledgement Form**

1. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
2. The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline shall result in the withdrawal of the invitation to enter credit underwriting.
  - a. Within 7 Calendar Days of the date of the invitation to enter credit underwriting:
    - (1) Name and address of the chief elected official of the local jurisdiction where the proposed Development is located;
    - (2) The unit mix for the proposed Development (number of bedrooms per unit, number of baths per unit, and number of units per bedroom type);
    - (3) The number of buildings with dwelling units; and
    - (4) Notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable.
  - b. Within 21 Calendar Days of the date of the invitation to enter credit underwriting:
    - (1) Certification from a licensed environmental provider confirming that a Phase I environmental site assessment has been performed for the entire Development site, and, if applicable, a Phase II environmental site assessment has been or is being performed, as outlined in Item 13 of Exhibit C of the RFA;
    - (2) Confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
      - (a) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or
      - (b) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;

### **Applicant Certification and Acknowledgement Form**

- (3) Confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;
  - (4) Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both;
  - (5) Notification of the percentage of ownership of the Principals of the Applicant;
  - (6) If the Applicant indicates at question 5.e.(3)(a) of Exhibit A that there are existing occupied units, the Applicant must provide to the Credit Underwriter a plan for relocation of existing tenants, as outlined in Section Four A.5.e.(3) of the RFA;
  - (7) Identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant and, if applicable, Service Provider), as outlined in Item 13 of Exhibit C of the RFA. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;
  - (8) If the Applicant selected the Development Category (at question 5.c.(1) of Exhibit A) of New Construction, Redevelopment, or Acquisition and Redevelopment, as outlined in Section Four A.9.a.(2) of the RFA, the Applicant must advise the Corporation of the specific Green Building Certification Program that it commits to achieve: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS); and
  - (9) If the Applicant indicated at question 11.a.(2) of Exhibit A that the proposed Development is a phase of a multiphase Development, the attorney opinion letter containing the required information must be provided to the Corporation. The Applicant's invitation to enter credit underwriting will outline information that, at a minimum, must be included in the attorney opinion letter.
3. By submitting the Application, the Applicant acknowledges and certifies that:
- a. The proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 as outlined in Item 4 of Exhibit C of the RFA, and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
  - b. If the Elderly (ALF or Non-ALF) Demographic Commitment is selected, the proposed Development must meet all of the Elderly Demographic requirements as outlined in Items 1, 4, and 5 of Exhibit C of the RFA.

### **Applicant Certification and Acknowledgement Form**

- c. The name of the Applicant entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Carryover Allocation Agreement is in effect. In addition, as further outlined in Item 2 of Exhibit C of the RFA, the Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect.
- d. If the Applicant applies as a Non-Profit entity and meets the requirements outlined in Section Four A.3.c. of the RFA to be considered to be a Non-Profit for purposes of this RFA, it must remain a Non-Profit entity and the Non-Profit entity must (i) receive at least 25 percent of the Developer's fee; and (ii) understand that it is the Non-Profit entity's responsibility to contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period.
- e. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney, Accountant, and Service Provider (if the proposed Development is an Elderly Assisted Living Facility), will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.
- f. The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal.
- g. During credit underwriting, all funded Applications will be held to the number of RA units stated in the applicable letter provided by the Applicant as Attachment 7 to Exhibit A. This requirement will apply throughout the entire Compliance Period, subject to Congressional appropriation and continuation of the rental assistance program.
- h. The total number of units stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.
- i. The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in service prior to the year in which it received its allocation.
- j. The proposed Development will include (i) all construction features commitments made by the Applicant at question 9.a. of Exhibit A, and (ii) all required construction features applicable to the proposed Development, as outlined in Item 4 of Exhibit C of the RFA. The quality of the features committed to by the Applicant is subject to approval of the Board of Directors.

### **Applicant Certification and Acknowledgement Form**

- k. The proposed Development will include (i) all resident programs commitments made by the Applicant at question 9.b. of Exhibit A, and (ii) all required resident programs applicable to the Demographic selected, as outlined in Item 5 of Exhibit C of the RFA. The quality of the resident programs committed to by the Applicant is subject to approval of the Board of Directors.
- l. The proposed Development will include the required income set-aside units committed to in the Application. The Total Set-Aside Percentage stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.
- m. The Applicant irrevocably commits to set aside units in the proposed Development for a total of 50 years. Note: in submitting its Application, the Applicant knowingly, voluntarily and irrevocably commits to waive, and does hereby waive, for the duration of the 50-year set aside period the option to convert to market, including any option or right to submit a request for a qualified contract, after year fourteen (14), and any other option, right or process available to the Applicant to terminate (or that would result in the termination of) the 50-year set aside period at any time prior to the expiration of its full term.
- n. The Applicant's commitments will be included in an Extended Use Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
- o. The applicable fees outlined in Item 11 of Exhibit C of the RFA will be due as outlined in this RFA, Rule Chapter 67-48, F.A.C., and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter.
- p. The Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation during the scoring, credit underwriting, and final allocation process, as outlined in Item 8 of Exhibit C of the RFA.
- q. The Applicant agrees and acknowledges that the following information and documentation will be provided as outlined in Item 12 of Exhibit C of the RFA: Progress Report (Form Q/M Report); Final Cost Certification Application Package (Form FCCAP); and Financial Reporting Form SR-1.
- r. The Applicant agrees and acknowledges that it will conform to the requirements regarding the use of replacement reserve funds, as outlined in Item 12 of Exhibit C of the RFA.
- s. The Preliminary Recommendation Letter (PRL) for this Development will be due to the Corporation no later than 12 weeks after the invitation to enter credit underwriting has been accepted. The Applicant is responsible for providing the Credit Underwriter with the information necessary to complete the PRL. If the 12 week deadline cannot be met due to any delay caused by the Applicant, the Applicant must request an extension by submitting a written request and payment of the applicable processing fee to the Corporation.
- t. If the Family or Elderly Non-ALF Demographic Commitment is selected at question 2 of Exhibit A, by the deadline established in the Carryover Allocation Agreement, the Applicant shall (i) develop and execute the required Memorandum of Understanding with a designated Special Needs Household Referral Agency that provides supportive services for Persons with a Disabling Condition for the county where the proposed Development will be located and (ii) demonstrate

### **Applicant Certification and Acknowledgement Form**

HUD's approval of the owner-adopted preference in admission policies for the Development, as outlined in Section Four A.7.b.(2)(b) of the RFA.

- u. If the Applicant indicated that the proposed Development will be assisted with funding under the RD 538 Program and expects to use such funding as a source of financing, the Section 538 Selection letter sent to the Applicant by RD must be provided to the Credit Underwriter, as outlined in Section Four A.11.b.(3)(c) of the RFA.
  - v. If the Applicant's Housing Credit request is based on the Applicant's contention that the proposed Development is a subsequent phase of a multiphase Development and, during the credit underwriting process, it is determined that the proposed Development does not meet the criteria for such distinction, the Applicant's Competitive Housing Credit award will be rescinded.
4. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
  5. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
  6. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.
  7. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
  8. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
  9. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Form 8821 for all Financial Beneficiaries in order to obtain a recommendation for a Housing Credit Allocation.



**Applicant Certification and Acknowledgement Form**

- 10. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5). F.S.
- 11. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

Signature of Applicant

LEROY MOORE  
Name (typed or printed)

Title (typed or printed)

VP of the Sole Member and Sole Manager of the GP of the Applicant

NOTE: The Applicant must provide this form as Attachment 1 to the RFA. The Applicant Certification and Acknowledgement form included in the Application labeled "Original Hard Copy" must contain an original signature (blue ink is preferred).

# Attachment

## 2

# *State of Florida*

## *Department of State*

I certify from the records of this office that WEST RIVER PHASE 2, LP is a limited partnership organized under the laws of the State of Florida, filed on December 19, 2014, effective December 19, 2014.

The document number of this limited partnership is A14000000733.

I further certify that said limited partnership has paid all fees due this office through December 31, 2015 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-third day of October,  
2015*



*Ken Detmer*  
*Secretary of State*

Tracking Number: CU3255689718

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

# Attachment

3

N/A

# Attachment

## 4

**Applicant:** West River Phase 2, LP, a Florida limited partnership

**General Partner:** THA West River Phase 2, LLC, a Florida limited liability company

**Sole Member and  
Sole Manager:**

Tampa Housing Authority Development Corp., a Florida non-profit corporation

**Officers:**

Jerome D. Ryans, President/Secretary  
Leroy Moore, Vice President  
Susi Begazo-McGourty, Treasurer

**Directors:**

Hazel Harvey  
Susan Johnson-Velez  
James A. Cloar  
Billi Johnson-Griffin  
Rubin E. Padgett  
Bemetra L. Simmons  
Ben Wacksman

**Shareholders:**

Non-profit, therefore not applicable.

**Limited Partner:** Housing Authority of the City of Tampa, Florida

**Officers:**

Jerome D. Ryans, President/CEO

**Commissioners\*:**

Hazel Harvey  
Susan Johnson-Velez  
James A. Cloar  
Billi Johnson-Griffin  
Rubin E. Padgett  
Bemetra L. Simmons  
Ben Wacksman

**Shareholders:**

Not applicable. Housing Authority of the City of Tampa, Florida is a public body corporate and politic created pursuant to Chapter 421, Florida Statutes

\* Housing Authority of the City of Tampa, Florida does not have Directors; it has Commissioners who serve the same function as Directors.

**Developer:** WRDG Boulevard, LLC, a Florida limited liability company

**Managing Member:**

Banc of America Community Development Corporation

Directors

Maria F. Barry  
James W. Field  
Brian K. Tracey

Officers

|                          |   |
|--------------------------|---|
| James W. Field           | President                                   |
| Paul R. Pitlyk           | Credit Risk Management Executive            |
| James M. Terry           | Senior Risk Manager                         |
| Joni Pesta               | Treasurer                                   |
| Nathan Barth             | Secretary]                                  |
| Tonja L. Adams           | Senior Vice President / Assistant Secretary |
| Nicole Baldon            | Senior Vice President / Assistant Secretary |
| Stephanie Barrett        | Senior Vice President / Assistant Secretary |
| Maria F. Barry           | Senior Vice President / Assistant Secretary |
| Iris Y. Bashein          | Senior Vice President / Assistant Secretary |
| Regina S. Bender         | Senior Vice President / Assistant Secretary |
| Amy Brusiloff            | Senior Vice President / Assistant Secretary |
| Jeanne K. Burke          | Senior Vice President / Assistant Secretary |
| Michael E. Clarke        | Senior Vice President / Assistant Secretary |
| Franklin D. Cook         | Senior Vice President / Assistant Secretary |
| Nancy M. Crown           | Senior Vice President / Assistant Secretary |
| Daniel E. Devin          | Senior Vice President / Assistant Secretary |
| Jill H. Edwards          | Senior Vice President / Assistant Secretary |
| Steven J. Gildersleeve   | Senior Vice President / Assistant Secretary |
| Susan Valerie Harper     | Senior Vice President / Assistant Secretary |
| Laura A. Keenan          | Senior Vice President / Assistant Secretary |
| Susan G. Kessler         | Senior Vice President / Assistant Secretary |
| Kimberly D. Laird        | Senior Vice President / Assistant Secretary |
| Susan M. Leahy           | Senior Vice President / Assistant Secretary |
| Daniel Letendre          | Senior Vice President / Assistant Secretary |
| Kim M. Maimone           | Senior Vice President / Assistant Secretary |
| Todd McCain              | Senior Vice President / Assistant Secretary |
| James M. McNicholas, Jr. | Senior Vice President / Assistant Secretary |
| Susan Moro               | Senior Vice President / Assistant Secretary |
| Mark C. Nightingale      | Senior Vice President / Assistant Secretary |
| John Panno               | Senior Vice President / Assistant Secretary |
| Debra C. Parker          | Senior Vice President / Assistant Secretary |
| Maurice L. Perry         | Senior Vice President / Assistant Secretary |
| Eileen M. Pope           | Senior Vice President / Assistant Secretary |
| Robert A. Reinhardt      | Senior Vice President / Assistant Secretary |
| Claudia B. Robinson      | Senior Vice President / Assistant Secretary |
| Brian L. Roop            | Senior Vice President / Assistant Secretary |
| Laura E. Sheehan         | Senior Vice President / Assistant Secretary |
| Ekaterina A. Shirley     | Senior Vice President / Assistant Secretary |
| Cassandra Silvermail     | Senior Vice President / Assistant Secretary |



|                          |  |
|--------------------------|--|
| Joseph Siu               | Senior Vice President / Assistant Secretary    |
| Darren W. Smith          | Senior Vice President / Assistant Secretary    |
| Leigh Ann Smith          | Senior Vice President / Assistant Secretary    |
| Mary A. Thompson         | Senior Vice President / Assistant Secretary    |
| Brian K. Tracey          | Senior Vice President / Assistant Secretary    |
| Marianne Votta           | Senior Vice President / Assistant Secretary    |
| Larry D. West            | Senior Vice President / Assistant Secretary    |
| Susan C. Winstead        | Senior Vice President / Assistant Secretary    |
| John-Paul Campbell       | Vice President / Assistant Secretary           |
| Casey M. Carpenter       | Vice President / Assistant Secretary           |
| Diana J. DiPreta         | Vice President / Assistant Secretary           |
| Brian L. Heide           | Vice President / Assistant Secretary           |
| Nicole V. McCloy         | Vice President / Assistant Secretary           |
| Susan S. McDaniel        | Vice President / Assistant Secretary           |
| Michelle Leigh Militello | Vice President / Assistant Secretary           |
| Charlotte Nunez          | Vice President / Assistant Secretary           |
| John M. Pool             | Vice President / Assistant Secretary           |
| Joseph B. Veneracion     | Vice President / Assistant Secretary           |
| Carolyn Y. White         | Vice President / Assistant Secretary           |
| Milica Kazic-Andretta    | Assistant Vice President / Assistant Secretary |
| Tanya L. Misenas         | Assistant Vice President / Assistant Secretary |
| Binyamin E. Rosenbaum    | Assistant Vice President / Assistant Secretary |
| Oleksiy Sankov           | Assistant Vice President / Assistant Secretary |
| Laurie H. Trimble        | Assistant Vice President / Assistant Secretary |

The sole shareholder of Banc of America Community Development Corporation is Bank of America, N.A. (the “Bank”). The Bank is a public company whose stock is widely held. The Bank’s common stock is listed on the New York Stock Exchange and the Pacific Stock Exchange under the symbol BAC. The Bank’s common stock is also listed on the London Stock Exchange, and certain shares are listed on the Tokyo Stock Exchange. The stock is typically listed as BankAm in newspapers.

Bank of America, N.A.

The Officers of Bank of America, N.A. are as follows:

Brian Moynihan, CEO  
Dean Athanasia, President, Preferred and Small Business Banking and Co-head of Consumer Banking  
Catherine P. Bessant, Chief Operations and Technology Officer  
Sheri B. Bronstein, Global Human Resources Executive  
David C. Darnell, Vice Chairman  
Paul M. Donofrio, Chief Financial Officer  
Christine P. Katziff, Corporate General Auditor  
Terry Laughlin, President of Strategic Initiatives  
Gary G. Lynch, Vice Chairman and Global General Counsel  
Thomas K. Montag, Chief Operating Officer  
Thong Nguyen, President, Retail Banking and Co-head of Consumer Banking  
Andrea B. Smith, Chief Administrative Officer  
Anne M. Finucane, Vice Chairman and Global Chief Strategy and Marketing Officer  
Geoffrey S. Greener, Chief Risk Officer  
Bruce R. Thompson, Managing Director

The Directors of Bank of America, N.A. are as follows:

Brian Moynihan  
Jack O. Bovender, Jr.  
Charles K. Gifford  
Linda P. Hudson  
Sharon L. Allen  
Susan S. Bies  
Monica C. Lozano  
Frank P. Bramble, Sr.  
Thomas J. May  
Pierre J. P. de Weck  
Arnold W. Donald  
Lionel L. Nowell, III  
R. David Yost

**Member:** Housing Authority of the City of Tampa, Florida

Officers: Jerome D. Ryans, President/CEO

Commissioners\*: Hazel Harvey  
Susan Johnson-Velez  
James A. Cloar  
Billi Johnson-Griffin  
Rubin E. Padgett  
Bemetra L. Simmons  
Ben Wacksman

Shareholders: Not applicable. Housing Authority of the City of Tampa, Florida is a public body corporate and politic created pursuant to Chapter 421, Florida Statutes

\* Housing Authority of the City of Tampa, Florida does not have Directors; it has Commissioners who serve the same function as Directors.

# Attachment

5

# *State of Florida*

## *Department of State*

I certify from the records of this office that WRDG BOULEVARD, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 28, 2015.

The document number of this limited liability company is L15000183012.

I further certify that said limited liability company has paid all fees due this office through December 31, 2015 and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-ninth day of October,  
2015*



*Ken DeFries*  
*Secretary of State*

Tracking Number: CU8239025360

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Attachment 5

| <b>Prior General Development Experience Chart</b>  |                                    |   |                              |                       |
|--|------------------------------------|---|------------------------------|-----------------------|
| <b>Name of Principal with the Required Experience:</b> Banc of America Community Development Corporation                     |                                    |   |                              |                       |
| <b>Name of Developer Entity (for the proposed Development) for which the above Party is a Principal:</b> WRDG Boulevard, LLC |                                    |   |                              |                       |
| <b>Name of Development</b>   | <b>Location (City &amp; State)</b> | <b>Affordable Housing Program that Provided Financing</b> | <b>Total Number of Units</b> | <b>Year Completed</b> |
| The Park at Melrose Apartments   | Nashville, TN                      | 9% Housing Credits  | 238                          | 1997                  |
| First Ward Place-Phase I   | Charlotte, NC                      | 9% Housing Credits  | 174                          | 1998                  |
| Edgewood Seniors Residences  | Atlanta, GA                        | 9% Housing Credits  | 136                          | 2007                  |

# Attachment

6

## Attachment 6

| <b>Prior General Management Experience Chart</b>  |                                    |   |   |                              |
|---|------------------------------------|---|---|------------------------------|
| <b>Name of Management Company or a Principal of the Management Company with the Required Experience: JMG Realty, Inc.</b> |                                    |   |   |                              |
| <b>Name of Development</b>  | <b>Location (City &amp; State)</b> | <b>Currently Managing or Formerly Managed</b> | <b>Length of Time (Number of Years)</b> | <b>Total Number of Units</b> |
| Greenwood a/k/a Palmetto Park   | Clearwater, FL                     | Current                                       | 11 years                                | 179                          |
| City View at Hughes Square  | Orlando, FL                        | Current                                       | 11 years                                | 266                          |

# Attachment

7



N/A

# Attachment

## 8

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION OF STATUS  
OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: The Boulevard at West River

Development Location: NW Corner of Main Street and North Willow Avenue, Tampa, Florida

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

Zoning Designation: RM-24

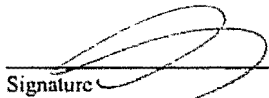
Mark the applicable statement:

1.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process. The final site plan, in the zoning designation stated above, was approved on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
  
2.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process, and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work and/or the rehabilitation work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed.  

The necessary approval and/or review was performed on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
  
3.  The above-referenced Development, in the zoning designation stated above, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

**CERTIFICATION**

I certify that the City/County of Tampa, Florida has vested in me the authority to verify status of site plan Approval as specified above and I further certify that the information stated above is true and correct.  
(Name of City or County)

  
Signature

Catherine Coyle  
Print or Type Name

Planning and Urban Design Mgr / Zoning Administrator  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If this certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

9

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING  
AND LAND USE REGULATIONS**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: The Boulevard at West River

Development Location: NW Corner of Main Street and North Willow Avenue, Tampa, Florida

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

- (1) The zoning designation for the above referenced Development location is RM-24; and
- (2) The proposed number of units and intended use are consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

**CERTIFICATION**

I certify that the City/County of Tampa, Florida has vested in me the authority to verify  
(Name of City/County)

consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Signature

Print or Type Name

Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

10

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ELECTRICITY**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: The Boulevard at West River

Development Location: NW Corner of Main Street and North Willow Avenue, Tampa, Florida

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Electricity is available to the proposed Development, subject to item 2 below.
2. To access such electric service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

*Stephen Miccio*  
Signature

Stephen Miccio  
Print or Type Name

Project Manager  
Print or Type Title

Tampa Electric  
Name of Entity Providing Service

702 N. Franklin St.  
Address (street address, city, state)

Tampa, Florida 33602

813 309-1524  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

11



**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application

Name of Development: The Boulevard at West River

Development Location: NW Corner of Main Street and North Willow Avenue, Tampa, Florida

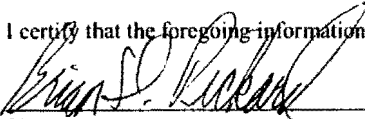
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Potable water is available to the proposed Development, subject to item 2 below.
2. To access such water service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

  
\_\_\_\_\_  
Signature

Brian D. Pickard, P.E.

Print or Type Name

Water Department Chief Planning Engineer

Print or Type Title

City of Tampa Water Department

Name of Entity Providing Service

306 E Jackson St, Tampa, FL

Address (street address, city, state)

(813) 274-3282

Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

12

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - SEWER CAPACITY,  
PACKAGE TREATMENT, OR SEPTIC TANK**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: The Boulevard at West River

Development Location: NW Corner of Main Street and North Willow Avenue, Tampa, Florida

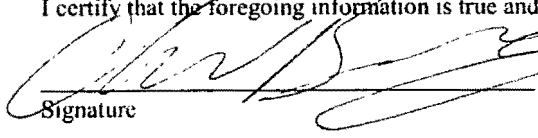
At a minimum, provide the address number, street name and city and or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Sewer Capacity, Package Treatment, or Septic Tank is available to the proposed Development, subject to item 2 below.
2. To access such waste treatment service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

|   |   |
|---|---|
| <br>_____<br>Signature | <u>City of Tampa Wastewater Department</u><br>_____<br>Name of Entity Providing Service |
| <u>Chad Bailey</u><br>_____<br>Print or Type Name   | <u>2545 Guy N. Verger Blvd</u><br>_____<br>Address (street address, city, state)        |
| <u>Engineer</u><br>_____<br>Print or Type Title   | <u>Tampa, FL 33605</u><br>_____<br>Telephone Number (including area code)               |
|   | <u>813-274-7342</u><br>_____<br>Telephone Number (including area code)                  |

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

13

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: The Boulevard at West River

Development Location: NW Corner of Main Street and North Willow Avenue, Tampa, Florida

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development.
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development.
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

Jean W. Duncan  
Signature

Jean W. Duncan, P.E.

Print or Type Name

Director, Dept of Transp. and Stormwater Svcs

Print or Type Title

Tampa Dept of Transp. and Stormwater Services

Name of Entity Providing Service

306 E. Jackson St., Tampa FL 33602

Address (street address, city, state)

813-274-8333

Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

14

**SURVEYOR CERTIFICATION FORM**

Name of Development: The Boulevard at West River

Development Location: NW Corner of Main Street and North Willow Avenue, Tampa, Florida 33607

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site<sup>1</sup> where the Development Location Point is located.)

The undersigned Florida licensed surveyor confirms that the method used to determine the following latitude and longitude coordinates conforms to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C.:

*\*All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).*

|   |                        |                      |   |                        |                      |   |
|---|------------------------|----------------------|---|------------------------|----------------------|---|
| <b>State the Development Location Point<sup>2</sup></b> | N <u>27</u><br>Degrees | <u>57</u><br>Minutes | <u>26.81</u><br>Seconds (represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>28</u><br>Minutes | <u>24.68</u><br>Seconds (represented to 2 decimal places) |
|---|------------------------|----------------------|---|------------------------|----------------------|---|

To be eligible for proximity points, Degrees and Minutes must be stated as whole numbers and Seconds must be represented to 2 decimal places.

Transit Service - State the latitude and longitude coordinates for one (1) Transit Service on the chart below.<sup>3</sup>

|  | Latitude               |                      |   | Longitude              |                      |   |
|--|------------------------|----------------------|---|------------------------|----------------------|---|
| <b>Public Bus Stop</b>   | N _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        | W _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        |
| <b>Public Bus Transfer Stop</b>  | N <u>27</u><br>Degrees | <u>57</u><br>Minutes | <u>18.10</u><br>Seconds (represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>27</u><br>Minutes | <u>30.94</u><br>Seconds (represented to 2 decimal places) |
| <b>Public Bus Rapid Transit Stop</b>   | N _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        | W _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        |
| <b>SunRail Station, MetroRail Station, or TriRail Station</b>  | N _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        | W _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Transit Service is: |                        |                      |   |                        |                      | <u>0.93</u> Miles   |

Community Services - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.<sup>3</sup>

| <b>Grocery Store:</b>  | Latitude               |                      |   | Longitude              |                      |   |
|--|------------------------|----------------------|---|------------------------|----------------------|---|
| Name - <u>Oceanic Supermarket</u><br>Address - <u>1609 North Tampa Street</u><br><u>Tampa, FL 33607</u>  | N <u>27</u><br>Degrees | <u>57</u><br>Minutes | <u>27.50</u><br>Seconds (represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>27</u><br>Minutes | <u>38.37</u><br>Seconds (represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Grocery Store is: |                        |                      |   |                        |                      | <u>0.79</u> Miles   |

Initials of Surveyor ECD

## SURVEYOR CERTIFICATION FORM

| Medical Facility:   | Latitude               |                      |   | Longitude              |                      |   |
|---|------------------------|----------------------|---|------------------------|----------------------|---|
| Name - <u>Tampa Family Health</u><br>Address - <u>Services</u><br><u>2103 North Rome Avenue</u><br><u>Tampa, FL 33607</u>   | N <u>27</u><br>Degrees | <u>57</u><br>Minutes | <u>38.23</u><br>Seconds<br>(represented to 2<br>decimal places) | W <u>82</u><br>Degrees | <u>28</u><br>Minutes | <u>34.25</u><br>Seconds<br>(represented to 2<br>decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Medical Facility is: |                        |                      |   |                        | <u>0.27</u> Miles    |   |
| Pharmacy:   | Latitude               |                      |   | Longitude              |                      |   |
| Name - _____<br>Address - _____<br>_____<br>_____   | N _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds<br>(represented to 2<br>decimal places)        | W _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds<br>(represented to 2<br>decimal places)        |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Pharmacy is:         |                        |                      |   |                        | _____ Miles          |   |
| Public School:  | Latitude               |                      |   | Longitude              |                      |   |
| Name - <u>Just Elementary School</u><br>Address - <u>1315 W Spruce St. ,</u><br><u>Tampa, FL 33607</u>  | N <u>27</u><br>Degrees | <u>57</u><br>Minutes | <u>33.66</u><br>Seconds<br>(represented to 2<br>decimal places) | W <u>82</u><br>Degrees | <u>28</u><br>Minutes | <u>23.77</u><br>Seconds<br>(represented to 2<br>decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Public School is:    |                        |                      |   |                        | <u>0.13</u> Miles    |   |

If the Corporation discovers that there are any false statements made in this certification, the Corporation will forward a copy to the State of Florida Department of Business and Professional Regulation for investigation.

**CERTIFICATION** – Under penalties of perjury, I declare that the foregoing statement is true and correct.

E. C. Demeter  
Signature of Florida Licensed Surveyor

5179  
Florida License Number of Signatory

E. C. Demeter  
Print or Type Name of Signatory

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

This certification consists of 3 pages. This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. If the certification is inappropriately signed, the Application will not be eligible to receive proximity points. If this certification contains corrections or 'white-out', or if it is altered or retyped, the form will not be considered. The certification may be photocopied. To be considered for scoring purposes, at least pages 1 and 2 of this 3 page certification form must be provided by the Applicant.



**SURVEYOR CERTIFICATION FORM**

<sup>1</sup>“Scattered Sites,” as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a “Scattered Site”). For purposes of this definition “contiguous” means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street.

<sup>2</sup>“Development Location Point” means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.

<sup>3</sup> The latitude and longitude coordinates for all Proximity Services must represent a point as outlined on the Coordinates Location Chart set out below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds represented to 2 decimal places. If the degrees and minutes are not stated as whole numbers and the seconds are not represented to 2 decimal places, the Applicant will not be eligible for proximity points for that service.

| Coordinates Location Chart                 |   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
|--|---|---------------------------|-----------------------|----------------|--------------------------|-------------------|----------------------|------------------|------------------|-----------------------------|------------------------|----------------------|------------------------------|--|---------------------------|-----------------------|------------------------------|----------------------|------------------------------|-------------------------|------------------------------|--------------------------|------------------------------|-----------------------------------|------------------------------|
| Service                                    | Location where latitude and longitude coordinates must be obtained  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Community Services                         | Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Transit Services                           | <p>For Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, TriRail Rail Stations and MetroRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the bus or train.</p> <p>For the following Phase 1 SunRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the train:</p> <p style="text-align: center;"><b><u>Phase 1 SunRail Station Name</u></b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Altamonte Springs Station</td> <td style="width: 50%;">Church Street Station</td> </tr> <tr> <td>DeBary Station</td> <td>Florida Hospital Station</td> </tr> <tr> <td>Lake Mary Station</td> <td>LYNX Central Station</td> </tr> <tr> <td>Longwood Station</td> <td>Maitland Station</td> </tr> <tr> <td>Orlando Amtrak/ORMC Station</td> <td>Sand Lake Road Station</td> </tr> <tr> <td>Sanford/SR46 Station</td> <td>Winter Park/Park Ave Station</td> </tr> </table> <p>For the following Phase 2 SunRail Rail Stations, coordinates must represent coordinates listed below:</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;"><b><u>Phase 2 SunRail Station Name</u></b></th> <th style="text-align: left;"><b><u>Coordinates</u></b></th> </tr> </thead> <tbody> <tr> <td>Deland Amtrak Station</td> <td>N 29 01 02.25, W 81 21 09.24</td> </tr> <tr> <td>Meadow Woods Station</td> <td>N 28 23 12.19, W 81 22 26.59</td> </tr> <tr> <td>Osceola Parkway Station</td> <td>N 28 20 35.55, W 81 23 24.07</td> </tr> <tr> <td>Kissimmee Amtrak Station</td> <td>N 28 17 34.93, W 81 24 17.37</td> </tr> <tr> <td>Poinciana Industrial Park Station</td> <td>N 28 15 32.04, W 81 29 08.17</td> </tr> </tbody> </table> | Altamonte Springs Station | Church Street Station | DeBary Station | Florida Hospital Station | Lake Mary Station | LYNX Central Station | Longwood Station | Maitland Station | Orlando Amtrak/ORMC Station | Sand Lake Road Station | Sanford/SR46 Station | Winter Park/Park Ave Station | <b><u>Phase 2 SunRail Station Name</u></b> | <b><u>Coordinates</u></b> | Deland Amtrak Station | N 29 01 02.25, W 81 21 09.24 | Meadow Woods Station | N 28 23 12.19, W 81 22 26.59 | Osceola Parkway Station | N 28 20 35.55, W 81 23 24.07 | Kissimmee Amtrak Station | N 28 17 34.93, W 81 24 17.37 | Poinciana Industrial Park Station | N 28 15 32.04, W 81 29 08.17 |
| Altamonte Springs Station                  | Church Street Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| DeBary Station                             | Florida Hospital Station  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Lake Mary Station                          | LYNX Central Station  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Longwood Station                           | Maitland Station  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Orlando Amtrak/ORMC Station                | Sand Lake Road Station  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Sanford/SR46 Station                       | Winter Park/Park Ave Station  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| <b><u>Phase 2 SunRail Station Name</u></b> | <b><u>Coordinates</u></b>   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Deland Amtrak Station                      | N 29 01 02.25, W 81 21 09.24  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Meadow Woods Station                       | N 28 23 12.19, W 81 22 26.59  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Osceola Parkway Station                    | N 28 20 35.55, W 81 23 24.07  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Kissimmee Amtrak Station                   | N 28 17 34.93, W 81 24 17.37  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Poinciana Industrial Park Station          | N 28 15 32.04, W 81 29 08.17  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |  |                           |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |

If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location.



BOARD OF  
COMMISSIONERS

Hazel S. Harvey  
Chair  
Susan Johnson-Velez  
Vice Chair  
James A. Cloar  
Billi Johnson-Griffin  
Rubin E. Padgett  
Bemetra L. Simmons  
Ben Wacksman

October 26, 2015

Leroy Moore  
West River Phase 2, LP  
5301 West Cypress Street  
Tampa, FL 33607

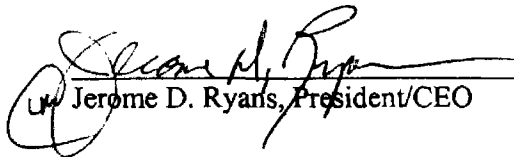
Re: The proposed development:  
The Boulevard at West River to be located at NW Corner of Main  
Street and North Willow Avenue, Tampa, Florida

To Whom It May Concern:

Please accept this letter as certification that the property referenced above  
currently has a Declaration of Trust between the Housing Authority of the  
City of Tampa, Florida and HUD.

Jerome D. Ryans  
President/CEO

Sincerely,



Jerome D. Ryans, President/CEO

5301 West Cypress Street  
Tampa, Florida 33607

P. O. Box 4766  
Tampa Florida 33677

OFFICE (813) 341-9101

[www.thafi.com](http://www.thafi.com)

*"Building a World-Class Community, One Family and One Neighborhood at a Time"*

# Attachment

15

---

**CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY**

**[The Boulevard at West River]**

**[Tampa, Florida]**

This Contract for Purchase and Sale of Real Property (the "Contract") is made and entered into as of November 1, 2015 (the "Effective Date"), by and between the Housing Authority of the City of Tampa, Florida, a body corporate and politic organized under Chapter 421 of the Florida Statutes (the "Seller"), and West River Phase 2, LP, a Florida limited partnership, or assigns (the "Buyer").

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. **Definitions.** The following capitalized terms shall have the meanings given to them in this Section 1. Other capitalized terms when used in this Contract shall have the meanings given to such terms in the Definitions Addendum attached hereto as Exhibit "B".

1.1 **Closing Date.** The date of the Closing, which shall be on or before June 1, 2017, or such later date as extended in writing by Seller and Buyer.

1.2 **Purchase Price.** The sum of Two Million Three Hundred Seventy-Five Thousand Seven Hundred Fifty Dollars (\$2,375,750).

2. **Purchase and Sale.** Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase and acquire the Property from Seller on the terms and conditions hereinafter set forth.

3. **Purchase Price.** The Purchase Price shall be paid as follows: Notwithstanding any other language in this Contract to the contrary, Buyer and Seller agree that, at Closing, Buyer shall deliver the Purchase Price to Seller in the form of a Promissory Note in the amount of the Purchase Price with the following terms (the "Note"): (i) principal and interest payments shall be made in installments of varying amounts and shall be paid annually in amounts which shall be determined based on the available cash after repayment of all outstanding debt and equity investors of Buyer based on operations of the Property as rental housing; (ii) interest shall accrue on the Note at the simple interest annual rate of one percent (1%); and (iii) the maturity date of the Note shall be the tenth (10<sup>th</sup>) anniversary of the Closing Date. The above referenced loan, as to be evidenced by the Note, shall be a purchase money loan from Seller to Buyer (the "Seller's Loan"). Buyer and Seller acknowledge that Seller's Loan is a loan and not a capital contribution.

4. **Property Inspection.**

4.1 **Seller's Delivery of Property Records.** Within five (5) Business Days of the Effective Date, Seller shall deliver to Buyer the Property Records.

4.2 Buyer's Inspection of the Property. Until the Closing Date, Buyer shall have the right to enter upon the Property and to make all inspections and investigations of the condition of the Property which it may deem necessary, including, but not limited to, soil borings, percolation tests, engineering and topographical studies, environmental audits, wetland jurisdictional surveys, and investigations of the availability of utilities, all of which inspections and investigations shall be undertaken at Buyer's cost and expense and without interference with Seller's use of the Property. Buyer agrees to indemnify Seller and hold Seller harmless and defend Seller from and against any and all loss, cost, claims, liabilities, damages and expenses, including without limitation, Attorneys' Fees arising as the result of any such inspection or investigation. Buyer agrees to provide Seller with notice of any Hazardous Material located on the Land that Buyer becomes aware of during its inspection of the Land. Buyer also agrees to provide Seller with any written notice obtained by Buyer from any Governmental Authority or any other party relating to any Hazardous Material violations concerning the Land or any portion thereof.

5. Title.

5.1 Marketable Title to Property. Seller shall convey to Buyer marketable title to the Property, subject only to the Permitted Exceptions and the Declaration of Restrictive Covenants. Marketable title shall be determined according to the title standards adopted by authority of The Florida Bar and in accordance with law.

5.2 Buyer to Notify Seller of Objectionable Exceptions. No later than thirty (30) days prior to the Closing Date, Seller's Attorney shall obtain the Title Commitment. Buyer shall have until the Closing Date to examine the Title Commitment and to notify Seller as to any exception which is unacceptable to Buyer or Buyer's Attorney (the "Objectionable Exceptions"). If the Title Commitment reflects any Objectionable Exceptions, or if at any time after delivery of the Title Commitment and prior to Closing, Buyer receives notice of or otherwise discovers that title to the Land is subject to any additional exceptions which Buyer finds unacceptable, Buyer shall notify Seller in writing of the Objectionable Exceptions to which Buyer objects within ten (10) days after Buyer or Buyer's Attorney receives notice of such Objectionable Exceptions. Buyer's failure to timely notify Seller as to any Objectionable Exceptions shall be deemed a waiver of such Objectionable Exceptions.

5.3 Objectionable Exceptions.

5.3.1 Mandatory Exceptions. After Buyer has notified Seller of any Objectionable Exceptions, if the Objectionable Exceptions are liquidated claims, outstanding mortgages, judgments, taxes (other than taxes which are subject to adjustment pursuant to this Contract), or are otherwise curable by the payment of money, without resort to litigation, then Seller shall be required to remove such Objectionable Exceptions (the "Mandatory Exceptions") from the Property by taking the actions necessary to have the Mandatory Exceptions deleted or

insured over by the Title Company, or transferred to bond so that the Mandatory Exceptions are removed from the Title Commitment.

5.3.2 Optional Exceptions. With respect to Objectionable Exceptions which are not Mandatory Exceptions (the "Optional Exceptions"), Seller shall have the right, but not the obligation, to take the actions necessary to have the Optional Exceptions deleted or insured over by the Title Company, or transferred to bond so that the Optional Exceptions are removed from the Title Commitment. If Buyer has timely notified Seller of any Optional Exceptions, Seller shall provide Buyer with written notice of its election as to whether or not it will cure the Optional Exceptions within fifteen (15) days after Seller's receipt of Buyer's notice of any Optional Exceptions. If Seller notifies Buyer that it is unable or unwilling to cure the Optional Exceptions, Buyer shall have the option, to be exercised at any time prior to the Closing Date, to either (a) proceed to Closing and accept title in its existing condition without adjustment to the Purchase Price, or (b) terminate the Contract by sending written notice of termination to Seller.

5.4 Marketable Title to Personal Property. Seller shall convey to Buyer lien-free title to the Personal Property, subject only to the Permitted Exceptions.

5.5 Termination of Contract. After the termination of this Contract pursuant to Section 5.3, neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise provided in this Contract.

5.6 Title Agent. The Title Agent shall act as the Closing Agent on behalf of the Title Company.

6. Survey.

6.1 Survey. Buyer may, at its expense, obtain a survey of the Land (the "Survey").

6.2 Survey Defects. Buyer shall have thirty (30) days from the date it obtains such Survey (but in no event later than thirty (30) days prior to the Closing Date) to examine the Survey. If the Survey shows any encroachment on the Land, or that any improvement located on the Land encroaches on the land of others, or if the Survey shows any other defect which would affect either the marketability of title to the Property or Buyer's Intended Use of the Property, Buyer shall notify Seller of such encroachment or defect, and such encroachment or defect shall be treated in the same manner as title defects are treated under this Contract. Buyer's failure to timely notify Seller of Survey defects shall be deemed a waiver of such defects.

7. Seller's Representations.

7.1 Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:

7.1.1 Seller's Existence and Authority. Seller is a body corporate and politic organized under Chapter 421 of the Florida Statutes, and qualified to do business in the State of Florida and Seller has full power and authority to own and sell the Property, subject to the United States Department of Housing and Urban Development ("HUD")'s approval of a disposition plan (Buyer and Seller acknowledge that HUD may need to approve the mixed-finance development and the release of any HUD Declaration of Trust that may encumber the Property), and to comply with the terms of this Contract. The execution and delivery of this Contract by Seller and the consummation by Seller of the transaction contemplated by this Contract are within Seller's capacity and all requisite action has been taken to make this Contract valid and binding on Seller in accordance with its terms.

7.1.2 No Legal Bar. The execution by Seller of this Contract and the consummation by Seller of the transaction hereby contemplated does not, and on the Closing Date will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property, (b) result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound, or (c) constitute a violation of any Governmental Requirement.

7.1.3 No Default. Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects any portion of the Property.

7.1.4 Compliance With Governmental Requirements. Seller and the Property are in compliance with all Governmental Requirements, which affect any portion of the Property.

7.1.5 Title. Seller is the owner of marketable title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions and encumbrances of record which will be paid and removed at Closing, and subject to any HUD Declaration of Trust on the Property which shall be removed at or before Closing.

7.1.6 Litigation. There are no actions, suits, proceedings or investigations pending or to Seller's knowledge, threatened against Seller or the Property affecting any portion of the Property, including but not limited to condemnation actions.

7.1.7 No Hazardous Material. (a) Seller has conducted no activity on the Property involving the generation, treatment, storage or disposal of Hazardous Material; (b) to Seller's knowledge, no portion of the Property is now being used or to the best of Seller's knowledge has ever been used to treat, store, generate or dispose of Hazardous Material; (c) Seller has received no written notice that any previous owner or tenant conducted any such activity; (d) Seller has received no written notice of any discharge, spill, or disposal of any Hazardous Material on or under the Property; (e) Seller has received no written notice from any

Governmental Authority or any other party of any Hazardous Material violations concerning the Property or any portion thereof, nor is Seller aware of any such violation; (f) Seller has received no written notice as to any locations off the Property where Hazardous Material generated by or on the Property have been treated, stored, deposited or disposed of; and (g) Seller has no knowledge of the presence of any Hazardous Materials upon the Property.

7.1.8 Parties in Possession. At Closing, there will be no parties other than Seller in possession or with a right to possession of any portion of the Land.

7.1.9 Termination of Leases. Any and all tenant leases relating to the Property shall be terminated before Closing.

7.1.10 Acquisition Rights. No tenant or other occupant under any lease and no other person, firm, corporation, or other entity has any right or option to acquire the Property or any portion thereof or lease any additional units.

7.1.11 Termination of Service Contracts. Any and all service contracts relating to the Property shall be terminated before Closing.

7.1.12 Adverse Information. There is no (a) Governmental Requirement, (b) change contemplated in any Governmental Requirement, (c) judicial or administrative action, (d) action by adjacent landowners, (e) natural or artificial conditions upon the Land, or (f) other fact or condition of any kind or character whatsoever which would prevent, limit, impede, render more costly or adversely affect Buyer's Intended Use of the Property.

7.1.13 Notices. Seller has received no written notice from any Governmental Authority, any tenant under any lease, any insurer, or any other party (a) that either the Property or the use or operation thereof is currently in violation of any zoning, environmental or other land use regulations, and to Seller's knowledge no such notice has been issued; (b) that Seller is currently in violation, or with the passage of time will be in violation of the requirements of any ordinance, law, or regulation or order of any Governmental Authority, (including without limitation, the local building department) or the recommendations of any insurance carrier or board of fire underwriters affecting the Property that any investigation has commenced or is contemplated regarding any such possible violation, or (c) asserting that Seller is required to perform work at the Property and to Seller's knowledge no such notices have been issued.

7.1.14 Accuracy of Statements. No representation or warranty made by Seller in this Contract, in any Exhibit attached hereto, in the Property Records, or in any letter or certificate furnished to Buyer pursuant to the terms hereof, each of which is incorporated herein by reference and made a part hereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.



7.1.15 Events Prior to Closing and Other Information. Seller will use its best efforts: (i) not to cause or permit any action to be taken which would cause any of the foregoing representations and warranties to be untrue as of the Closing Date; and (ii) to cause the conditions in Section 11 below to occur timely so that the parties may proceed with the Closing. Seller agrees to immediately notify Buyer in writing of any event or condition which occurs prior to Closing, which causes a change in the facts related to or the truth of any of the above representations.

7.2 Survival of Representations. All of the representations of Seller set forth in this Contract shall be true upon the execution of this Contract, shall be deemed to be repeated at and as of the Closing Date, and shall be true as of the Closing Date.

8. Seller's Affirmative Covenants.

8.1 Maintenance of Property. From and after the Effective Date, Seller shall not perform any construction of any Improvements, or make any other change or improvement on or about the Property without the prior written consent of Buyer, except for any necessary maintenance, any necessary remediation, and/or demolition.

8.2 No Further Encumbrances. After the Effective Date, Seller shall not create, incur or suffer to exist any mortgage, lien, pledge or other encumbrance affecting the Property other than the Permitted Exceptions.

8.3 Further Assurances. In addition to the obligations required to be performed hereunder by Seller at the Closing, Seller agrees to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as Buyer may reasonably request in order to effectuate the consummation of the transactions contemplated herein and to vest title to the Property in Buyer.

9. Buyer's Representations.

9.1 Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Closing Date as follows:

9.1.1 Buyer's Existence and Authority. Buyer is a limited partnership duly organized, existing and with a status of active under the laws of Florida, and qualified to do business in the State of Florida and Buyer has full power and authority to buy the Property and to comply with the terms of this Contract. The execution and delivery of this Contract by Buyer and the consummation by Buyer of the transaction contemplated by this Contract are within Buyer's capacity and all requisite action has been taken to make this Contract valid and binding on Buyer in accordance with its terms.

9.1.2 No Legal Bar. The execution by Buyer of this Contract and the consummation by Buyer of the transaction hereby contemplated does not, and on the Closing Date will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Buyer is a party, (b) result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Buyer is a party or by which Buyer might be bound, or (c) constitute a violation of any law.

9.1.3 Accuracy of Statements. No representation or warranty made by Buyer in this Contract, in any Exhibit attached hereto, or in any letter or certificate furnished to Seller pursuant to the terms hereof, each of which is incorporated herein by reference and made a part hereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

9.1.4 Events Prior to Closing and Other Information. Buyer will use its best efforts: (i) not to cause or permit any action to be taken which would cause any of the foregoing representations and warranties to be untrue as of the Closing Date; and (ii) to cause the conditions in Section 12 below to occur timely so that the parties may proceed with the Closing. Buyer agrees to immediately notify Seller in writing of any event or condition which occurs prior to Closing, which causes a change in the facts related to or the truth of any of the above representations.

9.2 Survival of Representations. All of the representations of Buyer set forth in this Contract shall be true upon the execution of this Contract, shall be deemed to be repeated at and as of the Closing Date, and shall be true as of the Closing Date.

## 10. Buyer's Affirmative Covenants.

10.1 No Further Encumbrances. After the Effective Date, Buyer shall not create, incur or suffer to exist any lien or other encumbrance affecting the Property.

10.2 Further Assurances. In addition to the obligations required to be performed hereunder by Buyer at the Closing, Buyer agrees to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as Seller may reasonably request in order to effectuate the consummation of the transaction contemplated herein.

11. Conditions to Buyer's Obligation to Close. Buyer shall not be obligated to close under this Contract unless and until each of the following conditions are either fulfilled or waived, in writing, by Buyer:

11.1 Compliance with Covenants. Seller shall have performed all covenants, agreements, and obligations and complied with all conditions required by this Contract to be performed or complied with by Seller prior to the Closing Date.

11.2 Delivery of Documents. Seller shall deliver to Buyer all instruments and documents to be delivered to Buyer at the Closing pursuant to this Contract.

11.3 Representations and Warranties. All of Seller's representations and warranties shall be true and correct.

11.4 Status of Title. The status of title to the Land shall be as required by this Contract.

11.5 HUD Approval. Any and all necessary disposition, demolition and redevelopment approvals relating to the Property from HUD shall have been obtained before the Closing Date.

11.6 LIHTC Award. Buyer will have received an award of Low Income Housing Tax Credits ("LIHTC") funds from Florida Housing Finance Corporation ("FHFC") sufficient to construct the Improvements described in Buyer's response to the FHFC Request for Applications 2015-107 or any future FHFC Request for Applications (the "RFA Response"). If Buyer determines that the RFA Response submitted by Buyer either will not or has not been successful in obtaining an allocation of LIHTC in an amount sufficient to construct the contemplated Improvements as described in the RFA Response, then Buyer will be entitled (but Buyer will not be obligated) to terminate this Contract by providing written termination notice to Seller and upon such termination by Buyer, the parties will be relieved of all further liability under this Contract, except for those obligations which expressly survive termination of this Contract.

12. Conditions to Seller's Obligation to Close. Seller shall not be obligated to close under this Contract unless and until each of the following conditions are either fulfilled or waived, in writing, by Seller:

12.1 Compliance with Covenants. Buyer shall have performed all covenants, agreements, and obligations and complied with all conditions required by this Contract to be performed or complied with by Buyer prior to the Closing Date.

12.2 Delivery of Documents. Buyer shall deliver to Seller all instruments and documents to be delivered to Seller at the Closing pursuant to this Contract.

12.3 Representations and Warranties. All of Buyer's representations and warranties shall be true and correct.

12.4 HUD Approval. Any and all necessary disposition, demolition and redevelopment approvals relating to the Property from HUD shall have been obtained before the Closing Date.

13. Closing.

13.1 Closing Date and Location. Subject to all of the provisions of this Contract, Buyer and Seller shall close this transaction on the Closing Date. The Closing shall take place at the office of Seller's Attorney or such other location as may be designated by Buyer's Attorney. Seller may deliver Seller's Documents to the Closing Agent prior to Closing, with escrow instructions for the release of Seller's Documents and the disbursement of Seller's proceeds.

14. Seller's Closing Documents.

14.1 Documents. At Closing, Seller shall deliver the following documents (the "Seller's Closing Documents") to Buyer's Attorney:

14.1.1 Deed. The Deed which shall be duly executed and acknowledged by Seller so as to convey to Buyer good and marketable fee simple title to the Land free and clear of all liens, encumbrances, and other conditions of title other than the Permitted Exceptions.

14.1.2 Seller's No Lien, Gap and FIRPTA Affidavit. An affidavit from Seller attesting that (a) no individual, entity or Governmental Authority has any claim against the Property under the applicable contractor's lien law, (b) except for Seller, no individual, entity or Governmental Authority is either in possession of the Property or has a possessory interest or claim in the Property, and (c) no improvements to the Property have been made for which payment has not been made. Seller's affidavit shall include language sufficient to enable the Title Company to insure the "gap", i.e., delete as an exception to the Title Commitment any matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy. The affidavit shall also include the certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by Buyer.

14.1.3 Bill of Sale. An absolute bill of sale with full warranty of title conveying the Personal Property to Buyer free and clear of all liens, encumbrances and security interests except for the Permitted Exceptions.

14.1.4 General Assignment. An assignment of all as-built plans and specifications, trade or assumed names, and trade logos, if any, used in the operation of the Property, assigning to Buyer all of Seller's right, title and interest in and to the foregoing to the extent such rights exist and are assignable.

14.1.5 Permits. The originals of all Permits.

14.1.6 Form 1099-B. Such federal income tax reports respecting the sale of the Property as are required by the Internal Revenue Code of 1986, as amended.

14.1.7 Authorizing Resolutions. Certificates of such resolutions in form and content as Buyer may reasonably request evidencing Seller's existence, power, and authority to enter into and execute this Contract and to consummate the transaction herein contemplated.

14.1.8 Department of Revenue Return. The Florida Department of Revenue Return for Transfer of Interest in Florida Real Property.

14.1.9 Certificate Concerning Representation and Warranties. Seller shall execute a certificate dated as of the Closing Date certifying that all of Seller's representations and warranties set forth in this Contract remain true and correct as of the Closing Date, or if not, specifying the respect in which any such representation or warranty is no longer true.

14.1.10 Property Records. The originals of each of the Property Records to the extent not otherwise covered in this Section.

14.2 Pre-Closing Delivery. Copies of Seller's Closing Documents shall be delivered to Buyer's Attorney for review not less than three (3) days prior to the Closing Date.

15. Buyer's Closing Documents.

15.1 Documents. At Closing, Buyer shall deliver the following documents (the "Buyer's Closing Documents") to the Closing Agent:

15.1.1 Buyer's No Lien Affidavit. To the extent required by the Title Company, an affidavit from Buyer attesting that to Buyer's knowledge (a) no individual, entity or Governmental Authority has any claim against the Property under the applicable contractor's lien law, and (b) no inspection or investigation of the Property have been made for which payment has not been made.

15.1.2 Authorizing Resolutions. Certificates of such resolutions in form and content as Seller may reasonably request evidencing Buyer's existence, power, and authority to enter into and execute this Contract and to consummate the transaction herein contemplated.

15.1.3 Certificate Concerning Representations and Warranties. Buyer shall execute a certificate dated as of the Closing Date certifying that all of Buyer's representations and warranties set forth in this Contract remain true and correct as of the Closing Date, or if not, specifying the respect in which any such representation or warranty is no longer true.

15.1.4 Note. The Note shall be duly executed by Buyer.

15.2 Pre-Closing Delivery. Copies of Buyer's Closing Documents shall be delivered to the Closing Agent for review not less than three (3) days prior to the Closing Date.

16. Closing Procedure. The Closing shall proceed in the following manner:

16.1 Transfer of Funds. Buyer shall deliver the Note to the Closing Agent's office and the Cash to Close to the Closing Agent by wire transfer to a depository designated by Closing Agent.

16.2 Delivery of Documents. Seller shall deliver a closing statement setting forth the Purchase Price and all credits, adjustments, and prorations between Buyer and Seller. Buyer shall deliver the net Cash to Close due Seller, authorizing resolutions, and other required documents (the "Buyer's Closing Documents"), and Seller shall deliver Seller's Closing Documents, to Closing Agent.

16.3 Disbursement of Funds and Documents. Once the Title Company has "insured the gap," i.e., endorsed the Title Commitment to delete the exception for matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy, then Closing Agent shall disburse the net Cash to Close due Seller, deliver the Note to Seller, pay Seller's lender(s), if any, the amount required to repay the loan(s) and obtain satisfaction of all loan documents, and Buyer's Closing Documents to Seller, and Seller's Closing Documents to Buyer; provided, however, that Closing Agent shall record the Deed in the public records of the county where the Land is located. Upon receipt of appropriate affidavits from Seller, the proceeds of sale will be disbursed to Seller at Closing.

17. Prorations and Closing Costs.

17.1 Prorations. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding the Closing Date, except as otherwise specified:

17.1.1 Taxes. Real estate and Personal Property taxes shall be prorated based on amounts for the current year with maximum discount taken, except that if tax amounts for the current year are not available, prorations shall be made based upon taxes for the preceding year, with no discount taken.

17.1.2 Other Taxes, Interest, etc. Water and sewer charges, charges under any contracts and all other apportionable operating costs, maintenance charges, and other expenses shall be paid by Seller on the Closing Date. Utilities shall be read on the Closing Date and the bills to such date paid by Seller. All prepaid deposits for utilities shall be either refunded to Seller at the Closing or transferred to Buyer in which event the aggregate amount thereof shall be charged to Buyer at Closing. To the extent Seller has posted any bonds in connection with the Property, Buyer shall be responsible to post substitute bonds at or prior to Closing. Seller shall deliver to Buyer within ten (10) days prior to the Closing Date a schedule of any bonds and utility deposits posted.

17.1.3 Pending and Certified Liens. Certified municipal liens and pending municipal liens for which work has been substantially completed shall be paid by Seller and other pending liens shall be assumed by Buyer.

17.1.4 Other Items. All other income and expenses of the Property shall be prorated or adjusted in accordance with this Contract.

17.2 Reproration of Taxes. At the Closing, the above-referenced items shall be prorated and adjusted as indicated. If subsequent to the Closing, taxes for the year of Closing are determined to be higher or lower than as prorated, a reproration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the reproration shall be made within ten (10) days following demand therefor. All other proration and adjustments shall be final. This provision shall survive the Closing.

17.3 Seller's Closing Costs. Seller shall be responsible for the payment of the following items prior to or at the time of Closing: (i) certified and pending municipal special assessment liens for which the work has been substantially completed, (ii) the Title Commitment, (iii) the Title Policy premium, (iv) documentary stamps or taxes on Deed, (v) its own legal fees; (vi) Mandatory Exceptions as set forth in Section 5.3.1 herein; and (vii) other costs and charges customarily paid by Seller in the community where the Property is located.

17.4 Buyer's Closing Costs. Buyer shall pay for the following items prior to or at the time of Closing: (i) Survey; (ii) documentary stamp tax on the Note; (iii) its own legal fees; and (iv) recording of the Deed.

18. Possession. Buyer shall be granted full possession of the Property at Closing.

19. Condemnation and Damage by Casualty.

19.1 Condemnation. In the event of the institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, Seller shall promptly notify Buyer and Buyer shall thereafter have the right and option to terminate this Contract by giving Seller written notice of Buyer's election to terminate within thirty (30) days after receipt by Buyer of the notice from Seller. Seller hereby agrees to furnish Buyer with written notice of a proposed condemnation within two (2) Business Days after Seller's receipt of such notification. Should Buyer terminate this Contract, the parties hereto shall be released from their respective obligations and liabilities hereunder. Should Buyer elect not to terminate, the parties hereto shall proceed to Closing and Seller shall assign all of its right, title and interest in all awards in connection with such taking to Buyer.

19.2 Damage by Casualty.

19.2.1 Damage Not in Excess of \$200,000.00. If, after the Effective Date but prior to the Closing Date, any damage occurs from fire, windstorm or other casualty to the Property, and the cost to repair such loss or damage does not exceed Two Hundred Thousand Dollars (\$200,000.00), then in such event the Closing shall be consummated as provided for herein and Seller shall cause said damage to be repaired and the Property restored to the condition in which it existed immediately prior to such damage. Seller shall effect such repair and restoration before the Closing Date, and if such damage cannot be repaired by the Closing Date, then at Buyer's option (a) the Closing Date shall be postponed until such repairs have been completed, or (b) the reasonable cost of such repairs, as estimated by Buyer, shall be withheld from the Purchase Price and paid over to Seller upon completion of the repairs and delivery to Buyer of satisfactory evidence that all mechanics, labors and materialmen providing services or materials in connection therewith have been paid in full and Seller's obligation to complete such repairs promptly shall survive the Closing hereunder.

19.2.2 Damage in Excess of \$200,000.00. If the cost to repair such damage or destruction exceeds Two Hundred Thousand Dollars (\$200,000.00), then within thirty (30) days after written notice from Seller that such cost exceeds Two Hundred Thousand Dollars (\$200,000.00), Buyer shall have the option by written notice to Seller, to terminate this Contract and except as otherwise provided for herein, neither Buyer nor Seller shall have any further rights or obligations hereunder. Unless Buyer timely notifies Seller of its election to terminate this Contract, Buyer shall be required to close this transaction in accordance with the Contract and Seller shall assign unto Buyer any and all insurance proceeds and to pay (or withhold from closing proceeds) the amount of any deductible. In such event, Seller shall have no additional obligation if such insurance proceeds are insufficient or unavailable to repair such damage.

## 20. Default.

20.1 Buyer's Default. In the event that this transaction fails to close due to a refusal or default on the part of Buyer, Seller shall have the option to terminate the Contract, and thereafter neither Buyer nor Seller shall have any further obligation hereunder.

20.2 Seller's Default. In the event that this transaction fails to close due to a refusal or default on the part of Seller, Buyer shall have the option to terminate the Contract, without any recourse against Seller, and thereafter neither Buyer nor Seller shall have any further obligation hereunder, or, in the alternative, Buyer shall have the right to seek specific performance against Seller.

20.3 Notice and Opportunity to Cure Defaults. Prior to either Buyer or Seller declaring a default under this Contract (other than a default in the nature of the failure of a party to close, for which no cure period shall apply), the non-defaulting party shall send written notice of the default to the defaulting party. The defaulting party shall have a period of ten (10) days after receipt of the notice of default to cure such default. Neither Buyer nor Seller shall be entitled to



any of the remedies set forth in this Section 20 prior to the sending of a notice of default to the defaulting party and the allowance of an opportunity to cure such default within ten (10) days after the receipt of the notice by the defaulting party, provided, however, that this Section 20 shall not apply to a party's failure to close the transaction.

21. Brokerage Indemnification. Buyer and Seller represent to the other that they have not engaged any real estate broker in this transaction. It is agreed that if any claims for brokerage commissions or fees are ever made against Seller or Buyer in connection with this transaction, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim. It is further agreed that each party agrees to indemnify and hold harmless the other from and against any and all such claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Contract or the transactions contemplated hereby. Nothing in this Contract shall be deemed or construed as a waiver of any privilege, immunity, or other protection which may be available to Seller or Buyer under the doctrine of sovereign immunity or the limitations of liability contained in Section 768.28, Florida Statutes. Likewise, to the extent applicable, any claim for indemnity brought under this Contract against Seller or Buyer shall comply with the procedural requirements and pre-suit conditions contained in Section 768.28, Florida Statutes.

22. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall either be (a) hand-delivered, (b) sent by FedEx or a comparable overnight mail service, or (c) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (d) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to Buyer, Seller, Buyer's Attorney, and Seller's Attorney, at their respective addresses set forth below. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

If to Buyer, to: West River Phase 2, LP  
5301 W. Cypress Street  
Tampa, Florida 33607  
Attn: Leroy Moore  
Facsimile: (813) 367-0781

With a copy to: Saxon Gilmore & Carraway, P.A.  
201 E. Kennedy Boulevard, Suite 600  
Tampa, Florida 33602  
Attn: Bernice S. Saxon, Esq.  
Facsimile: (813) 314-4555

If to Seller, to: Housing Authority of the City of Tampa, Florida  
5301 W. Cypress Street  
Tampa, Florida 33607  
Attn: Jerome D. Ryans, President/CEO  
Facsimile: (813) 367-0778

With a copy to: Saxon Gilmore & Carraway, P.A.  
201 E. Kennedy Boulevard, Suite 600  
Tampa, Florida 33602  
Attn: Bernice S. Saxon, Esq.  
Facsimile: (813) 314-4555

23. Seller's Attorney. Buyer acknowledges that the Closing Agent is also Seller's Attorney in this transaction, and Buyer hereby consents to the Closing Agent's representation of Seller in any litigation which may arise out of this Contract.

24. Assignment. This Contract may not be assigned in whole or in part by Buyer, without the prior written consent of Seller. In the event of an assignment of the Contract by Buyer in accordance with the preceding sentence, a duly executed Assignment of this Contract shall be delivered to Seller on or before the Closing Date.

25. Miscellaneous.

25.1 Counterparts. This Contract may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original. The execution of this Contract and delivery thereof by facsimile shall be sufficient for all purposes and shall be binding upon any party who so executes.

25.2 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Contract.

25.3 Amendment. No modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Seller and Buyer.

25.4 Attorneys' Fees. If any party obtains a judgment against any other party by reason of breach of this Contract, Attorneys' Fees and costs shall be included in such judgment.

25.5 Governing Law. This Contract shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial.

25.6 Entire Contract. This Contract sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

25.7 Time of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Contract.

25.8 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Contract which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full Business Day.

25.9 Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

25.10 Survival. All representations and warranties of Seller set forth in this Contract shall survive the Closing.

25.11 Acceptance Date. This Contract shall be null and void and of no further force and effect unless a copy of same executed by Seller is delivered to Buyer by the close of business on the Acceptance Date.

25.12 Construction of Contract. All of the parties to this Contract have participated freely in the negotiation and preparation hereof; accordingly, this Contract shall not be more strictly construed against any one of the parties hereto.

25.13 Gender. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

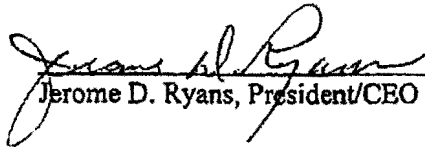

26. Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

27. Venue. Buyer and Seller agree that any suit, action, or other legal proceeding arising out of or relating to this Contract may be brought in a court of record of the State of Florida in Hillsborough County, in the United States District Court for the Middle District of Florida, or in any other court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

**SELLER:**

**HOUSING AUTHORITY OF THE CITY OF TAMPA, FLORIDA**, a body corporate and politic organized under Chapter 421 of the Florida Statutes

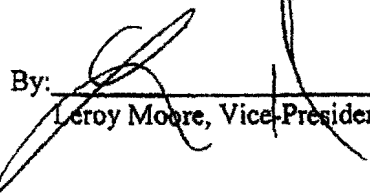
By:    
Jerome D. Ryans, President/CEO

**BUYER:**

**WEST RIVER PHASE 2, LP**, a Florida limited partnership

By: **THA WEST RIVER PHASE 2, LLC**, a Florida limited liability company, its General Partner

By: **TAMPA HOUSING AUTHORITY DEVELOPMENT CORP.**, a Florida not-for-profit corporation, its Sole Member and Sole Manager

By:   
Leroy Moore, Vice-President

c:\tamphous\west river\the boulevard\form\boulevard purchase and sale contract 110215 jvc.doc

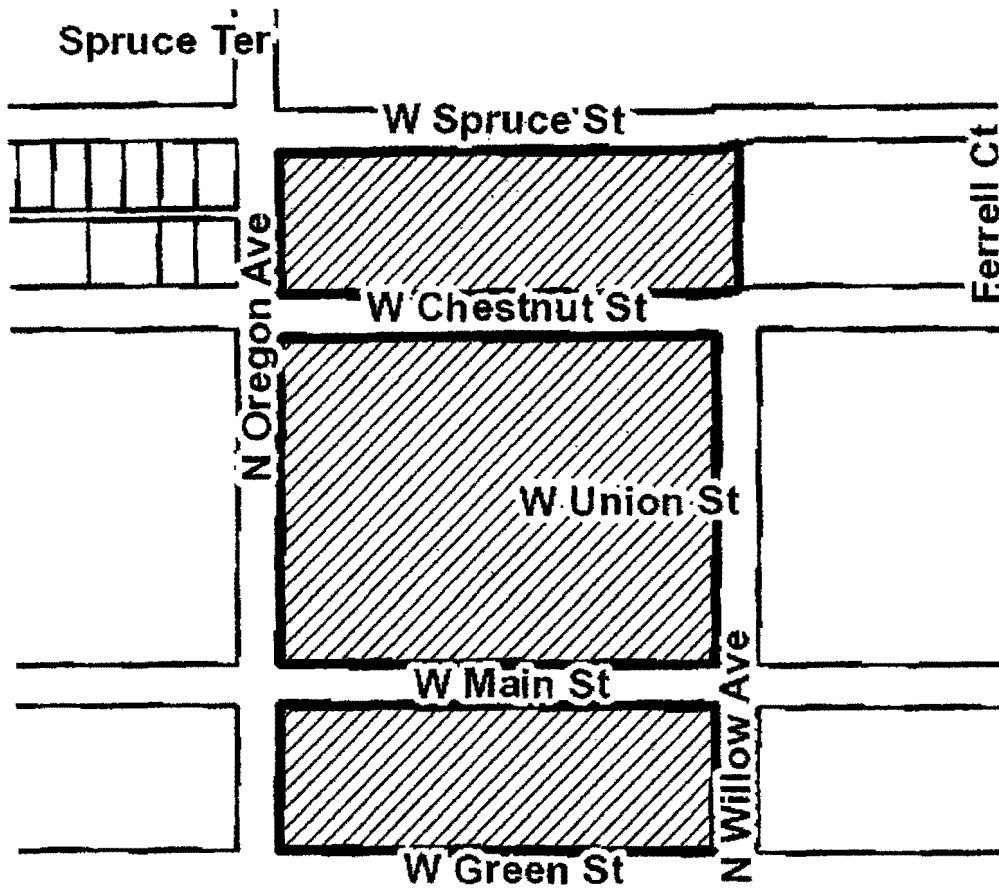
**SCHEDULE OF EXHIBITS**

Exhibit A  
Exhibit B

Sketch of the Land  
Definitions Addendum

EXHIBIT "A"

SKETCH OF THE LAND



Interstate 275 S  
2015 Bruce Harris & Associates / Hillsborough, Florida

## EXHIBIT "B"

### DEFINITIONS ADDENDUM

1. Acceptance Date. November 1, 2015.
2. Attorneys' Fees. All reasonable fees and expenses charged by an attorney for its services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees and expenses charged for representation at the trial level and in all appeals.
3. Business Day. Any day that the banks in Tampa, Florida are open for business, excluding Saturdays and Sundays.
4. Buyer's Attorney. Saxon Gilmore & Carraway, P.A., Fifth Third Center, 201 E. Kennedy, Suite 600, Tampa, FL 33602; Telephone (813) 314-4500; Telecopy (813) 314-4555; Attention: Bernice Saxon.
5. Buyer's Costs. Buyer's documented out-of-pocket costs with respect to the purchase of the Property, including but not limited to charges for surveys, lien searches, title examinations, soil tests, feasibility studies, appraisals, environmental audits, engineering and architectural work, and Attorneys' Fees incurred in the negotiation and preparation of this Contract.
6. Buyer's Intended Use of the Property. Multifamily apartment complex including the construction of the contemplated Improvements as described in the RFA Response.
7. Cash to Close. The Purchase Price less the amount of the Note plus all of Buyer's closing costs specified herein subject to the adjustments herein set forth.
8. Closing. The delivery of the Deed to Buyer concurrently with the delivery of the Purchase Price and Note to Seller.
9. Closing Agent. Seller's Attorney as agent for the Title Company (the "Title Agent") shall be the Closing Agent.
10. Deed. The Special Warranty Deed which conveys the Property from Seller to Buyer.
11. Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

12. Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to Seller or the Property.
13. Hazardous Material. Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, hazardous wastes or substances or toxic wastes or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any applicable Governmental Requirements.
14. Improvements. All buildings, fixtures and related personal property, together with all other structures, on or under the Land.
15. Land. That certain real property located in Hillsborough County, Florida with Folio Number 178278-0000 as shown on the sketch in Exhibit "A" attached to the Contract and made a part thereof, together with all property rights, easements, privileges and appurtenances thereto and all profits derived therefrom.
16. Permitted Exceptions. Such exceptions to title as are set forth in Schedule B - Section 2 of the Title Commitment and are acceptable to Buyer, in its sole and absolute discretion.
17. Permits. All licenses, permits and certificates of occupancy applicable to the Property.
18. Personal Property. All items of personal property owned by Seller located on the Land, and excluding therefrom the personal property that belongs to tenants. Such Personal Property shall include, but not be limited to: (i) all drawings, as-built plans and specifications and all Permits in the possession of Seller; (ii) copyrights, trademarks, servicemarks, trade logos and other marks and trade or business names, relating to the ownership, use, operation and management of the Property, including without limitation the right to use the name "Bethune Residences I at West River"; and (iii) the Property Records.
19. Property. The Land, Improvements, Personal Property, and Property Records.
20. Property Records. Copies of all the following documents relating to the Property to the extent that the same is in Seller's possession: Any and all Permits, appraisals, paid tax bills for the year 2014, tax assessment notices, current Certificates of Occupancy, uncorrected or unpaid building code violation notices, title insurance policies, surveys, site plans, as-built plans and specifications, plats, soil tests, reports, environmental reports and audits, engineering reports and similar technical data and information, and material



correspondence (which shall mean correspondence, other than attorney/client privileged correspondence, which discloses claims, allegations or adverse information regarding the Property or claims, allegations or adverse information that the Property violates any Governmental Requirements, that there is Hazardous Material on or about the Property, or that there are defects, deficiencies or hazardous conditions in or on the Property).

21. Public Funds. Such funds which represent proceeds of loans or grants made by or through a Governmental Authority to Buyer to partially fund Buyer's acquisition of the Property.
22. Seller's Attorney. Saxon Gilmore & Carraway, P.A., Fifth Third Center, 201 E. Kennedy, Suite 600, Tampa, FL 33602; Telephone (813) 314-4500; Telecopy (813) 314-4555; Attention: Bernice Saxon.
23. Title Commitment. An ALTA title insurance commitment (Florida Current Edition) from the Title Company, agreeing to issue the Title Policy to Buyer upon satisfaction of Seller's and Buyer's obligations pursuant to this Contract.
24. Title Company. First American Title Insurance Corporation or such other nationally recognized title insurance company licensed to write title insurance in the State of Florida approved by Buyer.
25. Title Policy. An ALTA Owner's Title Insurance Policy (Florida Current Edition) with Florida modifications in the amount of the Purchase Price, insuring Buyer's title to the Land, subject only to the Permitted Exceptions.

# Attachment

16

**LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM**

Name of Development: The Boulevard at West River

Development Location: NW Corner of Main Street and North Willow Avenue, Tampa, Florida  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)


On or before the Application Deadline, the City/County of Tampa committed  
(Name of City or County)

\$ 1,000,000 as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

The source of the grant is: HOME  
(e.g., SHIP, HOME, CDBG)

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

  
Signature

Bob Buckhorn  
Print or Type Name

Mayor  
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 01-14)

RFA 2015-107

# Attachment

17

N/A

# Attachment

18

**N/A**

# Attachment

19



November 1, 2015

**TERMSHEET**  
**Construction to Perm**

**Via EMAIL**

**West River Phase 2, LP**  
**C/O Mr. Leroy Moore**  
Tampa Housing Authority Development Corp.  
5301 West Cypress Street  
Tampa, FL 33607

**RE: Construction to Permanent Loan for The Boulevard at West River, Tampa, Florida (“the “Project”)**

Dear Mr. Moore:

This letter will serve as a preliminary outline of the terms under which Bank of America, N.A. (the “Bank”) would consider a loan request on the above referenced project. **This letter does not represent an offer or commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by the Bank is subject to, among other things, the completion of the following items, and approval of the loan request under the Bank’s internal approval process. The Bank may decline to approve the loan request. Upon your response to this letter and after providing any additional information which may be necessary, the Bank will proceed with the necessary due diligence to submit the loan request. The proposed terms and conditions are as follows:**

**Project:** To be constructed - 250 -unit apartment complex located in Tampa, Florida

**Borrower:** **West River Phase 2, LP**, - form and substance of Borrower must be acceptable to the Bank.

**Reporting Requirements:** Borrower and Guarantors’ financial statements, covenant compliance certificates, property operating statements, leasing summaries shall and any other reports required by Bank shall be provided in detail and frequency as determined by the Bank in its sole discretion.

**Know Your Customer:** Within five (5) business days of opening an account with Bank, Borrower shall have delivered to Bank all due diligence materials necessary and relevant to verifying Borrower’s identity and background information, as deemed necessary by Bank in its sole and absolute discretion.

**Other Requirements:** All of the following to be acceptable to the Bank: documentation and submissions that are standard for loans of this type including, but not limited to, appraisal, ESA, legal documentation, title/survey, proposed standard lease form, front-end cost and document reviews and

acceptance of final budget (includes adequate contingency, interest carry/operating deficit reserve, etc.), review of plans/specs, condition of markets/submarkets, revenue/expenses pro-formas, financial review of Borrower, Guarantor, and general contractor, management agreement and subordination; and (as applicable), proof of tax credit award, equity investor and pay-in schedule, proof of tax-exempt status with respect to ad valorem taxes and other terms and conditions as may be required.

**Confidentiality:** This term sheet is strictly confidential and may not be shared with anyone else other than the owners of Borrower or as the Borrower deems appropriate (understood that the tax credit allocating agency may require placement of this letter on its web-site as part of the tax credit application).

### **CONSTRUCTION LOAN**

**Construction Loan Amount:** Information obtained by the Bank is so far insufficient to establish a loan amount. Based on our general underwriting parameters for what we believe to be similar transactions, the construction loan amount in this transaction would be the least of:

- 1) Up to \$24,443,180 (depends upon the equity bridge utilizing Bank of America Direct Equity) The amount may be smaller if a different equity source is selected;
- 2) 75 % LTC based on final Bank approved construction budget; or
- 3) 80% LTV based on the sum of the "as completed and stabilized" appraised value, including rent restrictions, plus the value of the Low Income Housing Tax Credits (the "LIHTC") at the lesser of the value determined within Bank analysis of market pricing for the proposed market, or the gross amount being paid for the LIHTC's by the syndicator/investor.

**Construction Interest Rate:** 30 day LIBOR + 2.50%, floating. An interest rate protection product from a financial provider acceptable to the Bank may be required prior to funding of a loan. Borrower and any person or entity that at any time provides a guaranty of Borrower's obligations in respect of such interest rate protection (including but not limited to any general partner of any thereof) will be required to be an "eligible contract participant" as such term is defined in the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute. The budget for the project will contain an interest reserve acceptable to Bank.

**Construction Loan Term:** 30 months from the loan closing.

**Construction Loan Amortization:** Interest only for 30 months.

**Construction Loan Fee:** 1.00% of the total Loan Commitment, payable at closing.

**Construction Renewal Options:** An extension of the Construction Loan for six (6) months may be provided at the discretion of the Bank. An extension fee of .50% of the committed Loan amount will be associated with the extension. There may be other charges associated with the extension, such as Bank's legal fees.

**Payment and Performance Guaranty:** 100% guarantee of completion, performance and repayment to be provided by **Banc of America Community Development Corporation and Tampa Housing Authority**. Borrowers that are single-asset entities, principal(s) with general liability or guarantor(s) acceptable to the Bank must be jointly and severally liable for completion of the project and repayment of the financing, including interest and costs. Guarantors to have financial covenants including but not limited to minimum net worth and liquidity – TO BE DETERMINED.

**Collateral:**

- 1) First Lien Deed of Trust on land and improvements constructed thereon.
- 2) UCC filing on furniture, fixtures and equipment.
- 3) Assignment of rents/leases and management/construction/architectural contracts, etc.
- 4) Assignment of partnership interest, including capital contributions.
- 5) Assignment of interest rate hedge agreement, if any.

**General Contractor:** To Be Determined - Entity subject to Bank's full due diligence and approval. Guaranteed maximum price contract required. Payment and performance bond or acceptable Letter of Credit required in an amount and issuer acceptable to the Bank.

**Loan Advances:** Construction loan advances will be made no more frequently than monthly and will be based on the percentage of completion method for actual work in place as confirmed and approved by the Bank and its third party construction consultant. All funds will be advanced into a construction account held by the Bank.

**Project Budget:** Project budget must be approved by the Bank and include:

- 1) Minimum 5% construction contingency (if new construction), or 10% contingency (if rehabilitation of existing improvements);
- 2) Minimum 3% soft cost contingency;
- 3) Sufficient interest reserve to support the Project until it achieves the breakeven. Excess cash flow shall be used first to apply to accrued interest or interest then due with the remainder advanced from interest reserve; and
- 4) Bank may also require other reserves to be established with the Project budget.

**TERM LOAN:**

**Term Loan Amount:** The least of:

- 1) \$14,000,000;
  - 2) 80% LTV based on an appraisal in form and substance acceptable to the Bank, or
  - 3) the principal amount based on debt service payments sufficient to achieve a 1.15X DSCR.
- LTV and DSCR requirement is subject to change upon final underwriting. In the event that the Project demonstrates a declining Net Operating Income in the Proforma, the Term Loan amount will be sized based upon the Project achieving a minimum annual DSCR of 1:05X over a 15 year period.

**Term Loan Interest Rate:** Note rate will be fixed immediately prior to construction closing based upon then applicable market rates for like tenor and character loans. The Bank estimates that, were the Note rate fixed as of the date of this letter:

- **30 Year Amortization** - the rate would be approximately 5.85% (an indicative rate at 11/01/2015). For underwriting purposes the Bank assumed a rate of 6.00%. The interest rate will be forward locked for a period of 30 months. Forward rate lock extension equal to one six-month period, with an extension fee of 0.25% if not converted within 90 days.

**Note:** The indicative rates as presented are based on a 1.15x DSC.

**Term Loan Maturity:** 17 years from the term loan conversion. Yield Maintenance will be required during years 1 through 15.

**Amortization:** 30 years – Bank will work and endeavor to obtain a 35 year amortization execution.

**Term Loan Fees:** The greater of:

- 1) \$7,500.00 or
  - 2) 1.00% of the total Loan Commitment, payable at construction loan closing.
- There will also be a Conversion Fee equal to \$10,000.00 payable at conversion.

**Conversion Terms:**

- 1) Lien free completion.
- 2) Property has stabilized over the prior three consecutive months as evidenced by 90% or greater physical and economic occupancy for each of the three months and achievement of 1:1.15X DSCR for that period.
- 3) Pay-off of the construction loan.

**Guaranty:** Non-recourse exclusions from key principals relating to fraudulent acts, in form and substance acceptable to Bank. Financial condition of key principals will be subject to Bank review and approval.

**Reserves:** The Bank will require a replacement reserve of at least \$300 per unit. Other reserves may be required.

**Property Manager:** JMG Realty, Inc. Entity is subject to Bank's full due diligence and approval.

**GENERAL PROVISIONS:**

**Syndicator/Investor:** The equity is expected to be provided by Bank of America N. A. directly, however, if another Syndicator is chosen, the Syndicator and investor are subject to Bank approval. Investor(s) must be admitted into the partnership (or as member of a limited liability corporation) no later than closing of the Construction Loan.

**LIHTC Equity:**

- 1) Borrower must provide evidence satisfactory to Bank that it is entitled to an allocation of state and/or federal LIHTC's and agree to perform all actions necessary to maintain the allocation of those tax credits.
- 2) Bank must review and approve the commitment letter, partnership agreement, and any other documentation evidencing purchase of the LIHTC's.
- 3) Proceeds from the sale or syndication of the LIHTC's must be in an acceptable amount and according to a pay-in schedule and funding conditions acceptable to the Bank.
- 4) Upfront investor limited partner equity shall be at least 10% of the total investor limited partner equity.
- 5) Bank of America, acting as Syndicator/Investor for the project, may elect a different equity pay-in schedule.
- 6) Assignment of tax credits required.
- 7) Initial capital contributions in excess of closing draw or subsequent capital contributions in excess of a concurrent draw request shall be deposited into a Bank controlled account from which pending and subsequent draws shall be funded completely prior to advancing funds from the Construction Loan. In the event Bank and Borrower enter into a Construction Loan Disbursement Escrow Agreement, Bank will allow initial capital contribution in excess of closing draw may remain in escrow from which pending and subsequent draws are funded.

**Secondary Financing:** Secondary Financing is permitted, subject to Bank approval. Secondary Financing shall be subordinated to the Bank's lien and secondary creditors who have not funded all proceeds prior to Bank proceeds shall execute an intercreditor agreement satisfactory in substance and form to the Bank, which limits and restricts the secondary creditor's rights and remedies without the prior written consent of the Bank. Secondary Financing subordination terms and conditions shall be consistent with provisions contained in Bank's form of subordination agreement and allow the potential refinance of the facilities contemplated herein. All Secondary Financing loan documents, including the subordination agreement, shall be acceptable to the Bank. The loan documents shall provide for traditional restrictions on Borrower encumbrances of the property. It is the Bank's assumption that all Secondary Financing for the Project will be funded prior to or simultaneous with Construction Loan Closing. Sources of Secondary Financing not paid in their entirety at closing and to be provided by governmental agencies (Federal, State, or Local) shall be evidenced by a commitment at closing which shall indicate that the allocation has been approved and funds allocated have been raised, reserved and available, and are not subject to clawback for other governmental priorities and, further, that the commitment does not obligate funds in excess of funds reserved. Any required "must-pay" subordinate debt service shall be underwritten and included in the LTV calculations, as well as factored into the minimum DSCR, with a combined minimum of 1.20:1 DSCR and 80% LTV on all hard debt.

**Upfront Funding Sources:** Total upfront funding, which may include LIHTC equity, developer equity, and/or subordinate debt shall equal a minimum of 15% of total development costs and will be advanced prior to the Bank's Construction Loan.

**Developer Fee Payout Schedule:** Developer fee payout schedule is subject to Bank review and approval. Bank approved pay-in schedule will not necessarily defer to the partnership agreement but shall follow terms finalized for the loan agreement.

**Market Analysis:** Terms herein are subject to Bank's satisfactory review and acceptance of overall market condition, demand/capture rate, absorption estimates, and subject property's rent differential to market.

**Fees and Expenses:** Borrower will pay all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal, environmental, front end costs and document review/inspections, physical needs assessment (for existing projects only), administrative fees (\$1,000) and appraisal. Borrower acknowledges that Bank may receive a benefit, including, without limitation, a discount, credit or other accommodation, from outside counsel based on the fees such counsel may receive on account of their relationship with Bank including, without limitation, fees paid pursuant hereto.

**Deposits:** The Bank may require that the replacement reserve, any operating deficit reserve, operating account, and any other reserves required by other funding parties to the project be maintained at the Bank.

**Regulatory Requirements:** Subject to the review and approval of all regulatory agreements and/or land use restrictions as required for ad valorem tax abatement, Section 8 (HAP), subordinate debt, ground lease, or other sources of funding as applicable. Evidence that ad valorem tax abatement coincides with the real estate collateral required. Attorney opinion of real estate tax abatement applicability may be required.

**Material Adverse Change:** Bank of America's obligations hereunder shall terminate if, prior to closing, Bank of America determines, in its sole judgment, that there shall exist any conditions regarding the property, or the operations, business, assets, liabilities or condition (financial or otherwise, including credit rating) of Borrower or Guarantor, or there shall have occurred a material adverse change in, or there shall exist any material adverse conditions in, the market for syndicated bank credit facilities or the financial, banking, credit or debt capital markets generally, that could be expected to cause the loan to become delinquent or prevent any guarantor from performing its obligations under any guaranty or to materially and adversely affect the value or marketability of the loan or the property or Bank of America's ability to syndicate the loan or the viability of obtaining permanent financing for the Project.

**Assumptions made:** The terms discussed herein are presented, based on the credit conditions in the potential transaction as known by Bank of America. Should additional facts come to light that positively or negatively impact the situation, prices or other requirements quoted here may be adjusted.

**Expiration:** December 31, 2015

Please understand that this term sheet does not represent an offer or commitment by Bank of America, or any of its affiliated entities, for the proposed new financing, nor does it define all of the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by Bank of America is subject to, among other things, the approval of your loan request under the Bank's approval process. If Bank of America issues a financing commitment in this transaction, it will in all respects supersede this letter.

The undersigned acknowledges and agrees that: (i) the transaction contemplated by this Term Sheet is an arm's length, commercial transaction between you and Bank in which Bank is acting solely as a principal and for its own interest; (ii) Bank is not acting as a municipal advisor or financial advisor to you; (iii) Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to you on other matters); (iv) the only obligations Bank has to you with respect to the transaction contemplated hereby expressly are set forth in this Term Sheet; and (v) Bank is not recommending that you take an action with respect to the transaction contemplated by this Term Sheet, and before taking any action with respect to the contemplated transaction, you should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity. This Term Sheet is provided to you pursuant to and in reliance upon the "bank exemption" provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq.

Sincerely,

Bank of America, N.A.



Name: Valerie A. Williams  
Title: Senior Vice President  
Bank of America  
901 Main, 20<sup>th</sup> Floor  
Dallas, Texas 75202  
Telephone: (214) 209-3219  
email: Valerie.a.williams@bami.com

Agreed to and accepted by:

Signature:  \_\_\_\_\_

Name: Valerie Williams

Title: VP of the Sale Member and Sole Manager of GP of Borrower

Date: 4/2/2015

# Attachment

20



**Bank of America**   
**Merrill Lynch**

Community Development Banking  
700 Louisiana, 4<sup>th</sup> Floor  
Houston, Texas 77002  
TX-213-04-08

Cassandra Silvermail  
Senior Vice President  
P 713.247.6645 C 713.702.3884  
Cassandra.Silvermail@baml.com

November 2, 2015

West River Phase 2, LP  
c/o Leroy Moore  
Tampa Housing Authority Development Corp.  
5301 West Cypress Street  
Tampa, Florida 33607

Re: Partnership: West River Phase 2, LP  
Development: The Boulevard at West River  
Location: Tampa, Florida

Dear Leroy:

Thank you for the opportunity to provide this letter of intent to make an equity investment in the applicant entity, West River Phase 2, LP, the beneficiary of the equity proceeds, subject to preliminary and final investor approval. Bank of America, N.A. is interested in being the equity investor for the development, The Boulevard at West River, a to-be-constructed 250-unit multi-family rental development applying for 9% housing credits. This letter of intent outlines certain terms and conditions that would be the basis of a partnership agreement to be entered into among the member(s) and Bank of America, N.A. as investor member.

Based on the information you provided to us, we have prepared this letter of intent under the following assumptions:

1. Anticipated Annual Housing Credit Allocation (Eligible Housing Credit Request Amount): The annual anticipated tax credit amount is \$2,110,000.
2. Anticipated Dollar Amount of Housing Credit Allocation to be Purchased:  $(\$2,110,000 \times 10 \times .9999) = \$21,097,890$ .
3. Syndication Rate: The Syndication Rate is 106%, or \$1.06 per credit received by Investor.
4. Anticipated Total Amount of Equity to be Provided: The Investor Equity Contribution is \$22,363,764, the product calculated by multiplying the Anticipated Annual Housing Credit Allocation by the number of Credit Years (10), multiplying by Percentage of Ownership and Credit Allocation (99.99%), and multiplying by the Syndication Rate (1.06):  $(\$2,110,000 \times 10 \times 1.06 \times .9999) = \$22,363,764$  (number rounded up).
5. Equity Pay-in Schedule: The Investor will make an equity contribution to the LP in accordance the following schedule:

*The Boulevard at West River LOI*

|  |        |                |
|--|--------|----------------|
| <u>Installment No. 1:</u> Paid simultaneous with the closing of construction financing | 20.0%  | \$ 4,472,753*  |
| <u>Installment No. 2:</u> Paid at 50% construction completion                          | 20.0%  | \$ 4,472,753*  |
| <u>Installment No. 3:</u> Paid at Construction Completion                              | 20.0%  | \$ 4,472,753*  |
| <u>Installment No. 4:</u> Paid at Conversion and Receipt of 8609s                      | 40.0%  | \$ 8,945,505** |
| The total amount of equity being provided by the Investor is:                          | 100.0% | \$22,363,764*  |

\* Number rounded up  
\*\*Number rounded down

6. Total Amount of Equity Being Provided Prior to Completion of Construction: The total amount paid prior to the completion of construction (Installments No. 1 and 2) is: \$8,945,506.
7. Commitment Expiration: Please note that this letter of intent shall expire on June 30, 2016. Upon acceptance of this letter of intent, the expiration may be extended if mutually agreed upon by Investor and Partnership. Pricing of \$1.06 per credit to Investor shall be good for the initial term of this letter of intent, however, if extended, pricing will be evaluated 60 to 90 days before closing. Pricing may increase or decrease and will reflect Investor's yield and shareholder requirements at that point in time. In addition, please note that this letter of intent is subject to acceptance of a Bank of America proposal for construction debt, verification of projection assumptions and market information, and completion of our standard underwriting, due diligence and documentation processes. Specific terms of both the equity and debt will be provided upon completion of our normal due diligence process.

The terms of an equity commitment shall include the following:

- Project rents underwritten at a level no greater than 90% of market rents.
- Debt Service Coverage, inclusive of reserves, of 1.15:1 minimum.
- Vacancy/collection loss estimated at 7%, or greater if determined by an appraisal.
- Replacement Reserves of \$350 per unit per year.
- A Lien Free Completion and Development Deficit Guaranty.
- An Operating Deficit Guaranty, representing a minimum of 6 months of operating expenses plus must pay debt service, for a term of 5 years following 3 consecutive months of breakeven operations.
- A compliance period Tax Credit and Recapture Guaranty and Repurchase Agreement from the development entity and principals.
- Adjuster clauses for the delayed delivery or the reduction in credits.

I believe Bank of America's LIHTC equity and affordable housing debt products will provide you with the strength of Bank of America's franchise, as well as competitive pricing, and expedited underwriting and closing.

I look forward to working with you.

Bank of America, N.A.

By: Cassandra Silvermail  
Name: Cassandra Silvermail  
Title: Senior Vice President

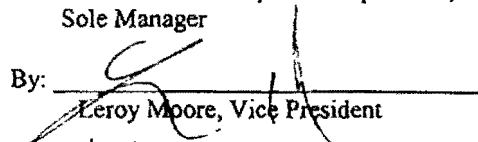
*The Boulevard at West River LOI*

**Agreed and Accepted:**

**WEST RIVER PHASE 2, LP**, a Florida limited partnership

By: **THA WEST RIVER PHASE 2, LLC**, a Florida limited liability company, its General Partner

By: **TAMPA HOUSING AUTHORITY DEVELOPMENT CORP.**, a Florida not-for-profit corporation, its Sole Member and Sole Manager

By:   
Leroy Moore, Vice President

Date: 11/2/2015

cc: Valerie Williams, Bank of America Merrill Lynch  
Brian Jarvis, Bank of America Merrill Lynch

# Attachment

21

**LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM**

Name of Development: The Boulevard at West River

Development Location: NW Corner of Main Street and North Willow Avenue, Tampa, Florida  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)


On or before the Application Deadline, the City/County of Tampa committed  
(Name of City or County)

\$ 1,000,000 as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

The source of the grant is: HOME  
(e.g., SHIP, HOME, CDBG)

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

  
Signature

Bob Buckhorn  
Print or Type Name

Mayor  
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 01-14)

RFA 2015-107

# Attachment

22



BOARD OF  
COMMISSIONERS

November 3, 2015

Hazel S. Harvey  
Chair

West River Phase 2, LP  
c/o Leroy Moore  
Tampa Housing Authority Development Corp.  
5301 West Cypress Street  
Tampa, FL 33607

Susan Johnson-Velez  
Vice Chair

**RE:** Proposed Development: The Boulevard at West River

Dear Mr. Moore:

James A. Clear

This letter is submitted to outline the terms of the loan from the Housing Authority of the City of Tampa, Florida ("THA") to West River Phase 2, LP (the "Partnership") for purposes of financing and developing the above-referenced proposed Development.

Bill Johnson-Gilfin

The terms of THA's loan proposal to the Partnership for construction and permanent financing are as follows:

Ruon E. Padgett

**Borrower:** West River Phase 2, LP

Bernetra L. Simmons

**Construction and Permanent Loan Amount:** \$2,375,750

**Interest Rate: (Construction & Permanent)** One percent (1%) per annum

Ben Wacksmann

**Term:** Ten (10) years

**Repayment:** Principal and interest payments shall be made in installments of varying amounts and shall be paid annually in amounts which shall be determined based on the available cash after repayment of all outstanding debt and equity investors of Partnership based on operations of the Proposed Development as rental housing

**Expiration Date of this Proposal:** December 31, 2016

Jerome D. Ryans  
President/CEO

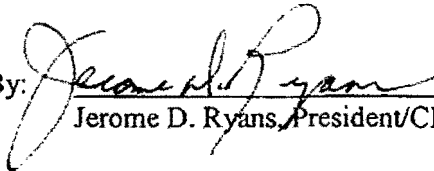
*"Building a World-Class Community. One Family and One Neighborhood at a Time"*

West River Phase 2, LP  
Page Two

Please acknowledge below your acceptance of this loan and these terms.

Sincerely,

**HOUSING AUTHORITY OF THE CITY OF TAMPA, FLORIDA**, a body corporate and politic organized under Chapter 421 of the Florida Statute

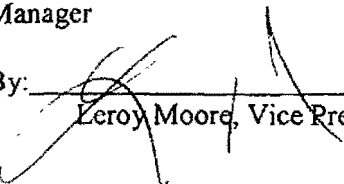
By:   
Jerome D. Ryans, President/CEO

Acknowledged and Accepted on November 4<sup>th</sup>, 2015:

**WEST RIVER PHASE 2, LP**, a Florida limited partnership

By: THA WEST RIVER PHASE 2, LLC, a Florida limited liability company, its General Partner

By: TAMPA HOUSING AUTHORITY DEVELOPMENT CORP., a Florida not-for-profit corporation, its Sole Member and Sole Manager

By:   
Leroy Moore, Vice President



# Attachment

23



BOARD OF  
COMMISSIONERS

November 4, 2015

Haze S. Harvey

Chair

West River Phase 2, LP  
c/o Leroy Moore  
Tampa Housing Authority Development Corp.  
5301 West Cypress Street  
Tampa, FL 33607

Susan Johnson-Velez

Vice Chair

**RE: Proposed Development: The Boulevard at West River**

Dear Mr. Moore:

James A. Cloer

This letter is submitted to outline the terms of the loan from the Housing Authority of the City of Tampa, Florida ("THA") to West River Phase 2, LP (the "Partnership") for purposes of financing and developing the above-referenced proposed Development.

Bill Johnson-Griffin

The terms of THA's loan proposal to the Partnership for construction and permanent financing are as follows:

Rubin E. Padgett

**Borrower:** West River Phase 2, LP

Bernetra L. Simmons

**Construction and Permanent Loan Amount:** \$5,673,102

**Interest Rate: (Construction & Permanent)** One percent (1%) per annum

Ben Wachsman

**Term:** Ten (10) years

**Repayment:** Principal and interest payments shall be made in installments of varying amounts and shall be paid annually in amounts which shall be determined based on the available cash after repayment of all outstanding debt and equity investors of Partnership based on operations of the Proposed Development as rental housing

**Expiration Date of this Proposal:** December 31, 2016

Jerome D. Ryans  
President/CEO

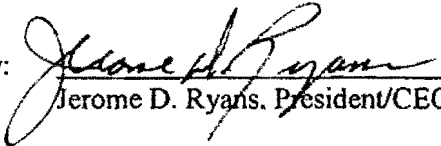
*"Building a World-Class Community, One Family and One Neighborhood at a Time"*

West River Phase 2, LP  
Page Two

Please acknowledge below your acceptance of this loan and these terms.

Sincerely,

**HOUSING AUTHORITY OF THE CITY OF TAMPA, FLORIDA**, a body corporate and politic organized under Chapter 421 of the Florida Statute

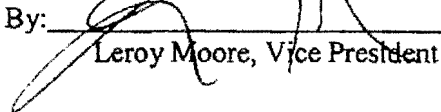
By:   
Jerome D. Ryan, President/CEO

Acknowledged and Accepted on November 4<sup>th</sup>, 2015:

**WEST RIVER PHASE 2, LP**, a Florida limited partnership

By: THA WEST RIVER PHASE 2, LLC, a Florida limited liability company, its General Partner

By: TAMPA HOUSING AUTHORITY DEVELOPMENT CORP., a Florida not-for-profit corporation, its Sole Member and Sole Manager

By:   
Leroy Moore, Vice President

Copy

**Exhibit A to RFA 2015-107- Housing Credit Financing for Affordable Housing Developments located in Broward, Duval, Hillsborough, Orange, Palm Beach and Pinellas Counties**

**1. Submission Requirements:**

a. Application Withdrawal Disincentive:

The Applicant must indicate which of the following it elects to provide in the Application labeled "Original Hard Copy:"

- (1) \$25,000 Application Withdrawal Cash Deposit, as outlined in Section Three A.3. of the RFA.

Should the Applicant be eligible to receive a refund of the cash deposit, to whom should the refund check be made payable?

Tampa Housing Authority

If this information is not provided in the Application, the Corporation shall make the refund check payable to the Applicant.

or

- (2) \$25,000 Letter of Credit, as outlined in the RFA at Section Three A.4. of the RFA.

b. Applicant Certification and Acknowledgement:

The Applicant must include a signed Applicant Certification and Acknowledgement form as **Attachment 1** to Exhibit A, as outlined in Section Four A.1.b. of the RFA.

**2. Demographic Commitment:**

The Applicant must select one (1) Demographic Category:

- a. Family
- b. Elderly – The Applicant must indicate the type of Elderly Development:
  - (1) Elderly ALF
  - (2) Elderly Non-ALF

**3. Applicant Information:**

a. The Applicant must state the name of the Applicant:

West River Phase 1A, LP

- b. The Applicant must provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as **Attachment 2**.
- c. Is the Applicant applying as a Non-Profit organization?

Yes       No

If "Yes," in order to be considered to be a Non-Profit entity for purposes of this RFA, the Applicant must meet the definition of Non-Profit as set out in Rule Chapter 67-48, F.A.C., answer the following questions, and provide the required information.

(1) Provide the following information for each Non-Profit entity as **Attachment 3**:

- (a) The IRS determination letter;
- (b) The description/explanation of the role of the Non-Profit entity;
- (c) The names and addresses of the members of the governing board of the Non-Profit entity; and
- (d) The articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low-income housing.

(2) Answer the following questions:

- (a) Is the Applicant or one of its general partners or managing members incorporated as a Non-Profit entity pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Yes       No

If "No," is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a Non-Profit entity formed pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Yes       No

- (b) Is the Applicant or one of its general partners or managing members a 501(c)(3) or 501(c)(4) Non-Profit entity, or is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a 501(c)(3) or 501(c)(4) Non-Profit entity?

Yes       No

- (c) Does the Non-Profit entity have an ownership interest, either directly or indirectly, in the general partner or general partnership interest or in the managing member or the managing member's interest in the Applicant?

Yes       No

If "Yes," state the percentage owned in the general partnership or managing member interest: [Click here to enter text.](#)%

(d) Percentage of Developer's fee that will go to the Non-Profit entity: [Click here to enter text.](#)%

(e) Year Non-Profit entity was incorporated (yyyy): [Click here to enter text.](#)

(f) Is the Non-Profit entity affiliated with or controlled by a for-profit entity within the meaning of Section 42(h), Internal Revenue Code?

Yes  No

If "Yes," state name of the for-profit entity:

[Click here to enter text.](#)

d. Principals for the Applicant and for each Developer:

The Applicant must provide the required information for the Applicant and for each Developer as **Attachment 4**.

e. Contact Person for this Application:

First Name: Eileen

Middle Initial: M.

Last Name: Pope

Street Address: Banc of America Community Development Corp, Bank of America, Merrill

Lynch, NC1-007-11-25, 100 N. Tryon Street, 11th Floor

City: Charlotte

State: NC

Zip: 28255

Telephone: 980-387-2727

Facsimile: 704-683-7135

E-Mail Address: Eileen.m.pope@baml.com

Relationship to Applicant: SVP of Managing Member of Developer; no relation to Applicant.

**4. Developer and Management Company Information:**

a. General Developer Information:

(1) The Applicant must state the name of each Developer (including all co-Developers):

WRDG Bethune I, LLC

[Click here to enter text.](#)

[Click here to enter text.](#)

(2) For each Developer entity listed in question (1) above (that is not a natural person), the Applicant must provide, as **Attachment 5**, the required documentation demonstrating that it is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

(3) General Development Experience:

To be eligible for points, the Applicant must correctly respond to both (a) and (b) below:

- (a) For each experienced Developer entity, the Applicant must provide, as **Attachment 5**, a prior experience chart for at least one (1) experienced Principal of that entity. The prior experience chart for the Principal must reflect the required information for the three (3) completed affordable rental housing developments, one (1) of which must be a Housing Credit development.
- (b) The Applicant must indicate whether the Developer Experience Withdrawal Disincentive criteria outlined in Section Four A.4.a.(3)(b) of the RFA is met.

Yes                       No

b. General Management Company Information:

- (1) The Applicant must state the name of the Management Company:

JMG Realty, Inc.

- (2) The Applicant must provide, as **Attachment 6**, a prior experience chart for the Management Company or a principal of the Management Company reflecting the required information as outlined in Section Four A.4.b. of the RFA.

**5. General Development Information:**

- a. The Applicant must state the name of the proposed Development:

Bethune Residences I at West River

- b. Location of Development Site:

- (1) The Applicant must indicate the County: Hillsborough

- (2) Address of Development Site:

The Applicant must state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of county:

NE Corner of North Rome Avenue and Main Street, Tampa, Florida

- c. Development Category / Rental Assistance (RA) Level / Concrete Construction:

- (1) The Applicant must select one (1) applicable Development Category New construction and provide the required information as **Attachment 7**.

Note: The Applicant should refer to Section Four A.5.c. of the RFA before making a selection.

- (2) If Rehabilitation or Acquisition and Rehabilitation is selected at (1) above, the following information must be provided:

(a) The Applicant must indicate the estimated qualified basis in Rehabilitation expenses per set aside unit within one 24-month period for the building(s) being rehabilitated: Click here to enter text.

(b) Was the existing building(s) to be rehabilitated originally built in 1995 or earlier, either originally financed or is it currently financed through one or more of the following HUD or RD programs: sections 202, 236, 514, 515, 516, 811, or either has PBRA or is public housing assisted through ACC, and the proposed Development did not close on funding from HUD or RD after 1995 where the budget was at least \$10,000 per unit for rehabilitation in any year?

Yes  No

(3) Does the proposed Development meet the requirements to be considered to be concrete construction?

Yes  No

Note: The Applicant should refer to Section Four A.5.c.(3) of the RFA before making a selection.

d. The Applicant must select one (1) applicable Development Type: Mid-Rise, 4-stories

Note: The Applicant should refer to Section Four A.5.d. of the RFA before making a selection.

e. Number of Units in Proposed Development:

(1) The Applicant must state the total number of units: 160

(2) The Applicant must select the applicable item below:

(a) Proposed Development consists of 100% new construction units

(b) Proposed Development consists of 100% rehabilitation units

(c) Proposed Development consists of a combination of new construction units and rehabilitation units. State the quantity of each type:

    new construction units and     rehabilitation units

(3) The Applicant must indicate which of the following applies with regard to the occupancy status of any existing units:

(a) Existing units are currently occupied

(b) Existing units are not currently occupied

(c) There are no existing units

f. Ability to Proceed:



As outlined in Section Four A.5.f. of the RFA, the Applicant must provide the following information to demonstrate Ability to Proceed:

- (1) Status of Site Plan Approval or Plat Approval. The Applicant must provide, as **Attachment 8** to Exhibit A, the applicable properly completed and executed verification form: (a) Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (Form Rev. 11-14) or (b) Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Residential Rental Developments form (Form Rev. 11-14).
- (2) Appropriate Zoning. The Applicant must provide, as **Attachment 9** to Exhibit A, the applicable properly completed and executed verification form: (a) Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 11-14) or (b) Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form (Form Rev. 11-14).
- (3) Availability of Electricity. The Applicant must provide, as **Attachment 10** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 11-14).
- (4) Availability of Water. The Applicant must provide, as **Attachment 11** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 11-14).
- (5) Availability of Sewer. The Applicant must provide, as **Attachment 12** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 11-14).
- (6) Availability of Roads. The Applicant must provide, as **Attachment 13** to Exhibit A, an acceptable letter from the Local Government or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 11-14).

#### 6. Proximity:

In order for Applications for proposed Developments located in the City of Belle Glade or the City of South Bay in Palm Beach County to meet the Mandatory requirement to provide a Development Location Point and to automatically achieve the required Minimum Transit Service Score and the Minimum Total Proximity Score and receive the Maximum Total Proximity Score of 18 points, the Applicant must provide, as **Attachment 14**, the required letter from the City of Belle Glade or the City of South Bay, and the properly completed and executed Surveyor Certification form (Form Rev. 07-15), as outlined in Section Four A.6.a.(1) of the RFA.

In order for Applications for proposed Developments located in any jurisdiction other than the City of Belle Glade or the City of South Bay to meet the Mandatory requirement to provide a Development Location Point and to be eligible for proximity points that are not automatically awarded, the Applicant must provide an acceptable Surveyor Certification form as **Attachment 14**, as outlined in

Section Four A.6.a.(2) of the RFA. The form must reflect the Development Location Point and, if applicable, the Services information for the Bus or Rail Transit Service (if Private Transportation is not selected at question 6.b. below) and Community Services for which the Applicant is seeking points.

a. PHA or RD Proximity Point Boost:

If the proposed Development qualifies for the PHA Point Boost or the RD Point Boost, select (1) or (2) below and provide the required information.

- (1) PHA Point Boost - The proposed Development qualifies for the PHA Point Boost because all of the units in the proposed Development are located on a site(s) with an existing Declaration of Trust between a Public Housing Authority and HUD as demonstrated in the letter provided as **Attachment 14** (as outlined in Section Four A.6.b.(1)(a) of the RFA).
- (2) RD Point Boost – The proposed Development qualifies for the RD Point Boost because the property has existing RD 515 funding as demonstrated in the letter provided as Attachment 18 (as outlined in Sections Four A.6.b.(1)(b) and Four A.11.b.(3)(b) of the RFA).

b. Private Transportation Transit Service:

If the Applicant selected the Elderly Demographic (ALF or Non-ALF) at question 2.b. above, does the Applicant commit to provide private transportation, as outlined in Section Four A.6.c.(1)(a), as its Transit Service?

- Yes       No

c. Mandatory Distance Requirement:

For proximity of the proposed Development to the closest Development latitude and longitude coordinates identified on the September 21, 2015 FHFC Development Proximity List, indicate which of the following applies to this Application.

(1) Applications Eligible for Automatic Qualification:

Applicants that are eligible to select (a) or (b) below will be eligible for the automatic qualification for the Mandatory Distance Requirement.

- (a) The Applicant selected the Rehabilitation or Acquisition and Rehabilitation Development Category at question 5.c.(1) of Exhibit A, the proposed Development involves the Rehabilitation of an existing, occupied residential rental property in operation as of the Application Deadline and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart at question 7.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed

Development consists of a total of 250 units or less, unless further restricted by the Elderly Demographic requirements outlined in Exhibit C.

- (b) The Applicant selected the Redevelopment or Acquisition and Redevelopment Development Category at question 5.c.(1) of Exhibit A and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart at question 7.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed Development consists of a total of 250 units or less, unless further restricted by the Elderly Demographic requirements outlined in Exhibit C.
- (c) The proposed Development is located within the city limits of the City of Belle Glade or the City of South Bay, as demonstrated by the documentation provided as Attachment 14.

Note: RA Levels are described in Section Four A.5.c.(2) of the RFA.

(2) Applications Not Eligible for Automatic Qualification:

Applicants that are not eligible for the automatic qualification for the Mandatory Distance Requirement should follow the instructions outlined in Section Four A.6.d.(2) of the RFA to determine whether the Application meets the Mandatory Distance Requirement and answer the following question:

Do the proposed Development and any Development(s) on the List have one or more of the same Financial Beneficiaries and meet at least one (1) of the following criteria: (a) they are contiguous or divided by a street, and/or (b) they are divided by a prior phase of the proposed Development?

- Yes       No

If "Yes", the Applicant must identify the specific Development(s) on the List that it wishes to disregard (as outlined in Section Four A.6.d.(2) of the RFA):

[Click here to enter text.](#)

**7. Set-Aside Commitments:**

- a. Minimum Set-Aside per Section 42 of the IRC:

The Applicant must select one of the following:

- 20% of units at 50% Area Median Income (AMI) or lower
- 40% of units at 60% AMI or lower
- Deep rent skewing option as defined in Section 42 of the IRC, as amended

- b. Total Set-Aside Breakdown Chart:

The Applicant must reflect on the Total Set-Aside Breakdown Chart below all income set-aside commitments (required set-asides and additional set-asides, including all required ELI set-asides, as well as the total set-aside percentage) by listing the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level:

| Total Set-Aside Breakdown Chart |                 |
|---------------------------------|-----------------|
| Percentage of Residential Units | AMI Level       |
| Enter Number%                   | At or Below 25% |
| Enter Number %                  | At or Below 28% |
| Enter Number %                  | At or Below 30% |
| Enter Number %                  | At or Below 33% |
| Enter Number %                  | At or Below 35% |
| 10 %                            | At or Below 40% |
| Enter Number %                  | At or Below 45% |
| Enter Number %                  | At or Below 50% |
| 70 %                            | At or Below 60% |
| Total Set-Aside Percentage:     | 80 %            |

Note: The Applicant should refer to Section Four A.7.b. of the RFA before completing this chart.

**8. Site Control:**

The Applicant must demonstrate site control by providing the following documentation as **Attachment 15**, as outlined at Section Four A.8. of the RFA:

- a. A fully executed eligible contract for purchase and sale for the subject property; and/or
- b. A recorded deed or recorded certificate of title; and/or
- c. A copy of the fully executed long-term lease.

**9. Construction Features and Resident Programs:**

a. Construction Features:

(1) If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 5.c.(1) above, the Applicant must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10.

- Programmable thermostat in each unit (2 points)
- Humidistat in each unit (2 points)
- Water Sense certified dual flush toilets in all bathrooms (2 points)
- Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
- Energy Star qualified roof coating (2 points) \*
- Energy Star qualified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) \*
- Eco-friendly cabinets – formaldehyde free and material must be certified by the Forest Stewardship Council or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)

- Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)
- High Efficiency HVAC with SEER of at least 16 (2 points) \*\*
- Energy efficient windows in each unit (3 points) †
- Florida Yards and Neighborhoods certification on all landscaping (2 points)
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

\*The Applicant may choose only one option related to Energy Star qualified roofing.

\*\*Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments in Exhibit C.

†See specific requirements per Development Type at Section Four A.9.a.(1) of the RFA.

or

- (2) If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 5.c.(1) above, the Applicant must indicate its commitment to achieve one of the following Green Building Certification programs: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS). Does the Applicant commit to achieve one of these programs?

Yes                       No

**b. Resident Programs:**

- (1) If the Applicant selected the Family Demographic at question 2.a. above, the Applicant must select at least three (3) of the following resident programs (which are described at Section Four A.9.b.(1) of the RFA):

- After School Program for Children
- Literacy Training
- Employment Assistance Program
- Family Support Coordinator

- (2) If the Applicant selected the Elderly Non-ALF Demographic at question 2.b.(2) above, the Applicant must select at least three (3) of the following resident programs (which are described at Section Four A.9.b.(2) of the RFA):

- Literacy Training
- Computer Training
- Daily Activities
- Assistance with Light Housekeeping, Grocery Shopping and/or Laundry
- Resident Assurance Check-In Program

**10. Local Government Contributions:**

**a. Applicants Eligible for Automatic Points:**

If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 5.c.(1) above, the Application will automatically receive maximum points.

b. Applicants Not Eligible for Automatic Points:

If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 5.c.(1) above, has a Local Government committed to provide a contribution to the proposed Development?

Yes                       No

If “Yes”, in order to be considered for points for this section of the RFA, the Applicant must provide the following applicable Local Government Verification of Contribution form(s) as **Attachment 16**:

- (1) Local Government Verification of Contribution – Grant Form;
- (2) Local Government Verification of Contribution – Fee Waiver Form;
- (3) Local Government Verification of Contribution – Loan Form; and/or
- (4) Local Government Verification of Contribution – Fee Deferral Form.

c. Duval County Local Government Qualifying Financial Assistance Funding Preference:

If the proposed Development is located in Duval County, has the Applicant provided Local Government Verification of Contribution forms for cash grants and/or cash loans where the total of the face amounts of these cash contributions is equal to or greater than the minimum qualifying amounts for the proposed Development’s Building Type as listed on the table in Section Four, A.10.c. of the RFA?

Yes                       No

**11. Funding:**

a. State the Applicant’s Housing Credit Request Amount (annual amount): \$ **2110000**

(1) Difficult Development Area (DDA) and Qualified Census Tract (QCT):

(a) Is the proposed Development located in a HUD-designated DDA, as defined in Section 42(d)(5)(B)(iii), IRC, as amended?

Yes                       No

If “Yes”, indicate which DDA: Tampa-St. Petersburg-Clearwater, FL MSA

(b) If the proposed Development is not located in a HUD-designated DDA (as indicated by the Applicant in question (a) above), is it located in a QCT as defined in Section 42(d)(5)(B)(ii) of the IRC, as amended?

Yes                       No

If “Yes”, indicate the QCT Number: [Click here to enter text.](#) and provide a copy of a letter from the local planning office or census bureau which verifies that the proposed Development is located in the referenced QCT as **Attachment 17**.

(2) Multiphase Development:

If the proposed Development is a phase of a multiphase Development, as outlined in Section Four A.11.a.(2) of the RFA, indicate which of the following applies:

- (a) The proposed Development is the first phase of a multiphase Development eligible for the HC boost.

or

- (b) The proposed Development is a subsequent phase of a multiphase Development eligible for the HC boost.

b. Other Funding:

(1) If a PLP loan has been awarded for this Development, provide the following information:

|  |  |
|--|--|
| <b>Corporation File #</b>                | <b>Amount of Funding</b>                     |
| <a href="#">Click here to enter text</a> | \$ <a href="#">Click here to enter text.</a> |

(2) If any other Corporation funds will be incorporated as a source of financing for the proposed Development, provide the information in the chart below:

| Corporation Program | Corporation File No.           | Amount of Funding               |
|---------------------|--------------------------------|---------------------------------|
| SAIL                | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |
| HOME-Rental         | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |
| MMRB                | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |
| EHCL                | <a href="#">Enter file No.</a> | \$ <a href="#">Enter Amount</a> |

(3) If the proposed Development is assisted with funding under the United States Department of Agriculture RD 515 Program and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation as **Attachment 18** to Exhibit A.

- RD 515                       RD 538

c. Finance Documents:

The Applicant must complete the Development Cost Pro-Forma, the Detail/Explanation Sheet, if applicable, the Construction or Rehab Analysis, and the Permanent Analysis.

d. Non-Corporation Funding Proposals:

The Applicant must attach all funding proposals executed by the lender(s) or other source(s). Insert the documentation for each source as a separate attachment to Exhibit A, beginning with **Attachment 19**, and continuing with sequentially numbered attachments for each additional funding source.

e. Per Unit Construction Funding Preference:

Does the proposed Development qualify for the Per Unit Construction Funding Preference, as outlined at Section Four A.11.e. of the RFA?

Yes

No

\*\*\*\*\*

**Addenda**

The Applicant may use the space below to provide any additional information or explanatory addendum for items in the Application. Please specify the particular Item to which the additional information or explanatory addendum applies.

[Click here to enter text.](#)



**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 1 of 4)

- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C. Any portion of the fee that has been deferred must be included in Total Development Cost.
  - (2) Because Housing Credit equity is being used as a source of financing, complete Columns 1 and 2.
  - (3) General Contractor's fee is limited to 14% of actual construction cost (A.1.1. Column 3). The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
  - (4) In reference to impact fees, a tax professional's advice should be sought regarding eligibility of these fees.
  - (5) For Application purposes, the maximum hard cost contingency allowed cannot exceed (i) 5% for Developments where 50% or more of the units are new construction, or (ii) 15% for Developments where less than 50% of the units are new construction. In any case, the maximum soft cost contingency allowed cannot exceed 5%. Hard costs are represented by the total of A1.3. TOTAL ACTUAL CONSTRUCTION COSTS and soft costs are represented by the total of A2. TOTAL GENERAL DEVELOPMENT COST. Limitations on these cost line items post-Application are provided in Rule Chapter 67-48, F.A.C. Operating Deficit Reserves (ODR) are not to be included in C. DEVELOPMENT COST and cannot be used in determining the maximum Developer fee. An ODR, if necessary, will be sized in credit underwriting and may be different than the Application limit.
  - (6) Because Housing Credit equity is being used as a source of financing, an estimated compliance fee should be included in column 2.
  - (7) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF \* ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL              |
|--|-------------------------------|-------------------------------|-------------------------|
| <b>DEVELOPMENT COSTS</b>   |                               |                               |                         |
| <i>Actual Construction Costs</i>   |                               |                               |                         |
| Accessory Buildings  | _____                         | _____                         | _____                   |
| Demolition   | 1,000,000.00                  | _____                         | 1,000,000.00            |
| New Rental Units   | 16,300,000.00                 | _____                         | 16,300,000.00           |
| <b>*Off-Site Work (explain in detail)</b>  | _____                         | _____                         | _____                   |
| Recreational Amenities   | _____                         | _____                         | _____                   |
| Rehab of Existing Common Areas   | _____                         | _____                         | _____                   |
| Rehab of Existing Rental Units   | _____                         | _____                         | _____                   |
| Site Work  | _____                         | _____                         | _____                   |
| <b>*Other (explain in detail)</b>  | _____                         | _____                         | _____                   |
| <b>A1.1. Actual Construction Cost</b>  | <b>\$ 17,300,000.00</b>       | <b>\$ _____</b>               | <b>\$ 17,300,000.00</b> |
| <b>A1.2. General Contractor Fee</b> <sup>See Note (3)</sup><br>(Max. 14% of A1.1., column 3) | <b>\$ 2,100,000.00</b>        | <b>\$ _____</b>               | <b>\$ 2,100,000.00</b>  |
| <b>A1.3. TOTAL ACTUAL CONSTRUCTION COSTS</b>   | <b>\$ 19,400,000.00</b>       | <b>\$ _____</b>               | <b>\$ 19,400,000.00</b> |
| <i>General Development Costs</i>   |                               |                               |                         |
| Accounting Fees  | 20,000.00                     | 40,000.00                     | 60,000.00               |
| Appraisal  | 15,000.00                     | _____                         | 15,000.00               |

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 2 of 4)

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL             |
|--|-------------------------------|-------------------------------|------------------------|
| <i>General Development Costs (Cont'd)</i>              |                               |                               |                        |
| Architect's Fee - Site/Building Design                 | 665,000.00                    |                               | <b>665,000.00</b>      |
| Architect's Fee - Supervision                          | 100,000.00                    |                               | <b>100,000.00</b>      |
| Builder's Risk Insurance                               |                               |                               |                        |
| Building Permit  | 350,000.00                    |                               | <b>350,000.00</b>      |
| Brokerage Fees - Land/Buildings                        |                               |                               |                        |
| Capital Needs Assessment                               |                               |                               |                        |
| Engineering Fees                                       | 75,000.00                     |                               | <b>75,000.00</b>       |
| Environmental Report                                   | 15,500.00                     |                               | <b>15,500.00</b>       |
| FHFC Administrative Fee                                |                               | 189,900.00                    | <b>189,900.00</b>      |
| FHFC Application Fee                                   |                               | 3,000.00                      | <b>3,000.00</b>        |
| FHFC Compliance Fee <sup>See Note (6)</sup>            |                               | 215,502.00                    | <b>215,502.00</b>      |
| FHFC Credit Underwriting Fees                          | 11,661.00                     |                               | <b>11,661.00</b>       |
| Green Building Certification/<br>HERS Inspection Costs |                               |                               |                        |
| <b>*Impact Fees (list in detail)</b>                   |                               |                               |                        |
| Inspection Fees  | 45,500.00                     |                               | <b>45,500.00</b>       |
| Insurance  | 300,000.00                    |                               | <b>300,000.00</b>      |
| Legal Fees   | 650,000.00                    |                               | <b>650,000.00</b>      |
| Market Study   |                               |                               |                        |
| Marketing/Advertising                                  |                               | 41,786.04                     | <b>41,786.04</b>       |
| Property Taxes   |                               |                               |                        |
| Soil Test Report                                       |                               |                               |                        |
| Survey   | 15,000.00                     |                               | <b>15,000.00</b>       |
| Title Insurance & Recording Fees                       | 75,000.00                     | 120,000.00                    | <b>195,000.00</b>      |
| Utility Connection Fee                                 |                               |                               |                        |
| <b>*Other (explain in detail)</b>                      | 1,365,000.00                  |                               | <b>1,365,000.00</b>    |
| <b>A2. TOTAL GENERAL DEVELOPMENT COST</b>              | <b>\$ 3,702,661.00</b>        | <b>\$ 610,188.04</b>          | <b>\$ 4,312,849.04</b> |

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 3 of 4)

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL              |
|--|-------------------------------|-------------------------------|-------------------------|
| <i>Financial Costs</i>   |                               |                               |                         |
| Construction Loan Origination/<br>Commitment Fee(s)  | 164,663.96                    |                               | <b>164,663.96</b>       |
| Construction Loan Credit<br>Enhancement Fee(s)   |                               |                               |                         |
| Construction Loan Interest   | 550,000.00                    | 55,625.00                     | <b>605,625.00</b>       |
| Permanent Loan Origination/<br>Commitment Fee(s)   |                               | 60,000.00                     | <b>60,000.00</b>        |
| Permanent Loan Credit<br>Enhancement Fee(s)  |                               |                               |                         |
| Permanent Loan Closing Costs   |                               |                               |                         |
| Bridge Loan Origination/<br>Commitment Fee(s)  |                               |                               |                         |
| Bridge Loan Interest   | 626,875.00                    |                               | <b>626,875.00</b>       |
| Non-Permanent Loan(s) Closing<br>Costs   | 235,000.00                    |                               | <b>235,000.00</b>       |
| *Other (explain in detail)   |                               |                               |                         |
| <b>A3. TOTAL FINANCIAL COSTS</b>   | <b>\$ 1,576,538.96</b>        | <b>\$ 115,625.00</b>          | <b>\$ 1,692,163.96</b>  |
| <b>A4. CONTINGENCY RESERVES</b> <small>See Note (5)</small>                                      | <b>\$ 1,135,630.00</b>        | <b>\$ 30,500.00</b>           | <b>\$ 1,166,130.00</b>  |
| <b>B1. ACQUISITION COST OF EXISTING<br/>DEVELOPMENTS (EXCLUDING<br/>LAND) Existing Buildings</b> | <b>\$</b>                     | <b>\$</b>                     | <b>\$</b>               |
| <b>B2. *Other (explain in detail)</b>  | <b>\$</b>                     | <b>\$</b>                     | <b>\$</b>               |
| <b>C. DEVELOPMENT COST</b><br>(A1.3+A2+A3+A4+B1+B2)  | <b>\$ 25,814,829.96</b>       | <b>\$ 756,313.04</b>          | <b>\$ 26,571,143.00</b> |
| <b>D. DEVELOPER'S FEE</b> <small>See Note (1)</small>  | <b>\$ 4,130,370.00</b>        | <b>\$ 61,260.00</b>           | <b>\$ 4,191,630.00</b>  |
| <b>E. OPERATING DEFICIT RESERVES</b> <small>See Note (5)</small>                                 |                               |                               |                         |
| <b>F. TOTAL LAND COST</b>  |                               | <b>\$ 1,599,000.00</b>        | <b>\$ 1,599,000.00</b>  |
| <b>G. TOTAL DEVELOPMENT COST</b> <small>See Note (7)</small><br>(C+D+E+F)                        | <b>\$ 29,945,199.96</b>       | <b>\$ 2,416,573.04</b>        | <b>\$ 32,361,773.00</b> |

---

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 4 of 4)

**Detail/Explanation Sheet**

**Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.**

**DEVELOPMENT COSTS**

**Actual Construction Cost**

(as listed at Item A1.)

Off-Site Work:

Other:

**General Development Costs**

(as listed at Item A2.)

Impact Fees:

Other:   
environmental abatement, construction materials testing, leasing office furniture, low voltage equipment

**Financial Costs**

(as listed at Item A3.)

Other:

**Acquisition Cost of Existing Developments**

(as listed at Item B2.)

Other:

NOTE: Neither brokerage fees nor syndication fees can be included in eligible basis. Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer fee. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 1 of 2)

**CONSTRUCTION/REHAB ANALYSIS**

**AMOUNT**

**LOCATION OF DOCUMENTATION**

**A. Total Development Costs**

\$ 32,361,773.00

**B. Construction/Rehab Funding Sources:**

1. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant.

\$ 8,945,506.00

Attachment 20

2. First Mortgage Financing

\$ 16,466,396.00

Attachment 19

3. Second Mortgage Financing

\$ \_\_\_\_\_

Attachment \_\_\_\_\_

4. Third Mortgage Financing

\$ \_\_\_\_\_

Attachment \_\_\_\_\_

5. Grants

\$ 1,000,000.00

Attachment 21

6. HC Equity - Partner's Contribution

\$ \_\_\_\_\_

Attachment \_\_\_\_\_

7. HC Equity Bridge Loan

\$ \_\_\_\_\_

Attachment \_\_\_\_\_

8. USDA RD Financing:

a. RD 515

\$ \_\_\_\_\_

Attachment \_\_\_\_\_

b. RD 538

\$ \_\_\_\_\_

Attachment \_\_\_\_\_

9. Other: THA (Land) Loan

\$ 1,599,000.00

Attachment 22

10. Other: THA (Equity GAP) Loan

\$ 1,504,999.00

Attachment 23

11. Deferred Developer Fee

\$ 2,845,872.00

12. Total Construction/Rehab Funding Source:

\$ 32,361,773.00

**C. Construction/Rehab Funding Surplus**

(B.12. Total Construction/Rehab Funding

Sources, less A. Total Development Costs):

\$ 0.00

(A negative number here represents a funding shortfall.)

**Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.**

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 2 of 2)

**PERMANENT ANALYSIS**

**AMOUNT**

**LOCATION OF DOCUMENTATION**

**A. Total Development Costs**

\$ 32,361,773.00

**B. Permanent Funding Sources:**

|                                       |                                |            |           |
|---------------------------------------|--------------------------------|------------|-----------|
| 1. HC Syndication/HC Equity Proceeds  | \$ <u>22,363,764.00</u>        | Attachment | <u>20</u> |
| 2. First Mortgage Financing           | \$ <u>6,000,000.00</u>         | Attachment | <u>19</u> |
| 3. Second Mortgage Financing          | \$ _____                       | Attachment | _____     |
| 4. Third Mortgage Financing           | \$ _____                       | Attachment | _____     |
| 5. Grants                             | \$ <u>1,000,000.00</u>         | Attachment | <u>21</u> |
| 6. HC Equity - Partner's Contribution | \$ _____                       | Attachment | _____     |
| 7. USDA RD Financing:                 |                                |            |           |
| a. RD 515                             | \$ _____                       | Attachment | _____     |
| b. RD 538                             | \$ _____                       | Attachment | _____     |
| 8. Other: THA (Land) Loan             | \$ <u>1,599,000.00</u>         | Attachment | <u>22</u> |
| 9. Other: THA (Equity GAP) Loan       | \$ <u>1,504,999.00</u>         | Attachment | <u>23</u> |
| 10. Deferred Developer Fee            | \$ _____                       |            |           |
| 11. Total Permanent Funding Sources   | \$ <u><u>32,467,763.00</u></u> |            |           |

**C. Permanent Funding Surplus**

(B.11. Total Permanent Funding Sources,  
less A. Total Development Costs):

\$ 105,990.00

(A negative number here represents a funding shortfall.)

**Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.**

# Request for Application 2015-107

COPY

Bethune Residences I at  
West River

# Attachment

1



### **Applicant Certification and Acknowledgement Form**

1. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
2. The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline shall result in the withdrawal of the invitation to enter credit underwriting.
  - a. Within 7 Calendar Days of the date of the invitation to enter credit underwriting:
    - (1) Name and address of the chief elected official of the local jurisdiction where the proposed Development is located;
    - (2) The unit mix for the proposed Development (number of bedrooms per unit, number of baths per unit, and number of units per bedroom type);
    - (3) The number of buildings with dwelling units; and
    - (4) Notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable.
  - b. Within 21 Calendar Days of the date of the invitation to enter credit underwriting:
    - (1) Certification from a licensed environmental provider confirming that a Phase I environmental site assessment has been performed for the entire Development site, and, if applicable, a Phase II environmental site assessment has been or is being performed, as outlined in Item 13 of Exhibit C of the RFA;
    - (2) Confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
      - (a) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or
      - (b) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;

### **Applicant Certification and Acknowledgement Form**

- (3) Confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;
  - (4) Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both;
  - (5) Notification of the percentage of ownership of the Principals of the Applicant;
  - (6) If the Applicant indicates at question 5.e.(3)(a) of Exhibit A that there are existing occupied units, the Applicant must provide to the Credit Underwriter a plan for relocation of existing tenants, as outlined in Section Four A.5.e.(3) of the RFA;
  - (7) Identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant and, if applicable, Service Provider), as outlined in Item 13 of Exhibit C of the RFA. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;
  - (8) If the Applicant selected the Development Category (at question 5.c.(1) of Exhibit A) of New Construction, Redevelopment, or Acquisition and Redevelopment, as outlined in Section Four A.9.a.(2) of the RFA, the Applicant must advise the Corporation of the specific Green Building Certification Program that it commits to achieve: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS); and
  - (9) If the Applicant indicated at question 11.a.(2) of Exhibit A that the proposed Development is a phase of a multiphase Development, the attorney opinion letter containing the required information must be provided to the Corporation. The Applicant's invitation to enter credit underwriting will outline information that, at a minimum, must be included in the attorney opinion letter.
3. By submitting the Application, the Applicant acknowledges and certifies that:
- a. The proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 as outlined in Item 4 of Exhibit C of the RFA, and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
  - b. If the Elderly (ALF or Non-ALF) Demographic Commitment is selected, the proposed Development must meet all of the Elderly Demographic requirements as outlined in Items 1, 4, and 5 of Exhibit C of the RFA.

### **Applicant Certification and Acknowledgement Form**

- c. The name of the Applicant entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Carryover Allocation Agreement is in effect. In addition, as further outlined in Item 2 of Exhibit C of the RFA, the Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect.
- d. If the Applicant applies as a Non-Profit entity and meets the requirements outlined in Section Four A.3.c. of the RFA to be considered to be a Non-Profit for purposes of this RFA, it must remain a Non-Profit entity and the Non-Profit entity must (i) receive at least 25 percent of the Developer's fee; and (ii) understand that it is the Non-Profit entity's responsibility to contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period.
- e. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney, Accountant, and Service Provider (if the proposed Development is an Elderly Assisted Living Facility), will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.
- f. The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal.
- g. During credit underwriting, all funded Applications will be held to the number of RA units stated in the applicable letter provided by the Applicant as Attachment 7 to Exhibit A. This requirement will apply throughout the entire Compliance Period, subject to Congressional appropriation and continuation of the rental assistance program.
- h. The total number of units stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.
- i. The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in service prior to the year in which it received its allocation.
- j. The proposed Development will include (i) all construction features commitments made by the Applicant at question 9.a. of Exhibit A, and (ii) all required construction features applicable to the proposed Development, as outlined in Item 4 of Exhibit C of the RFA. The quality of the features committed to by the Applicant is subject to approval of the Board of Directors.

### **Applicant Certification and Acknowledgement Form**

- k. The proposed Development will include (i) all resident programs commitments made by the Applicant at question 9.b. of Exhibit A, and (ii) all required resident programs applicable to the Demographic selected, as outlined in Item 5 of Exhibit C of the RFA. The quality of the resident programs committed to by the Applicant is subject to approval of the Board of Directors.
- l. The proposed Development will include the required income set-aside units committed to in the Application. The Total Set-Aside Percentage stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.
- m. The Applicant irrevocably commits to set aside units in the proposed Development for a total of 50 years. Note: in submitting its Application, the Applicant knowingly, voluntarily and irrevocably commits to waive, and does hereby waive, for the duration of the 50-year set aside period the option to convert to market, including any option or right to submit a request for a qualified contract, after year fourteen (14), and any other option, right or process available to the Applicant to terminate (or that would result in the termination of) the 50-year set aside period at any time prior to the expiration of its full term.
- n. The Applicant's commitments will be included in an Extended Use Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
- o. The applicable fees outlined in Item 11 of Exhibit C of the RFA will be due as outlined in this RFA, Rule Chapter 67-48, F.A.C., and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter.
- p. The Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation during the scoring, credit underwriting, and final allocation process, as outlined in Item 8 of Exhibit C of the RFA.
- q. The Applicant agrees and acknowledges that the following information and documentation will be provided as outlined in Item 12 of Exhibit C of the RFA: Progress Report (Form Q/M Report); Final Cost Certification Application Package (Form FCCAP); and Financial Reporting Form SR-1.
- r. The Applicant agrees and acknowledges that it will conform to the requirements regarding the use of replacement reserve funds, as outlined in Item 12 of Exhibit C of the RFA.
- s. The Preliminary Recommendation Letter (PRL) for this Development will be due to the Corporation no later than 12 weeks after the invitation to enter credit underwriting has been accepted. The Applicant is responsible for providing the Credit Underwriter with the information necessary to complete the PRL. If the 12 week deadline cannot be met due to any delay caused by the Applicant, the Applicant must request an extension by submitting a written request and payment of the applicable processing fee to the Corporation.
- t. If the Family or Elderly Non-ALF Demographic Commitment is selected at question 2 of Exhibit A, by the deadline established in the Carryover Allocation Agreement, the Applicant shall (i) develop and execute the required Memorandum of Understanding with a designated Special Needs Household Referral Agency that provides supportive services for Persons with a Disabling Condition for the county where the proposed Development will be located and (ii) demonstrate

### **Applicant Certification and Acknowledgement Form**

HUD's approval of the owner-adopted preference in admission policies for the Development, as outlined in Section Four A.7.b.(2)(b) of the RFA.

- u. If the Applicant indicated that the proposed Development will be assisted with funding under the RD 538 Program and expects to use such funding as a source of financing, the Section 538 Selection letter sent to the Applicant by RD must be provided to the Credit Underwriter, as outlined in Section Four A.11.b.(3)(c) of the RFA.
  - v. If the Applicant's Housing Credit request is based on the Applicant's contention that the proposed Development is a subsequent phase of a multiphase Development and, during the credit underwriting process, it is determined that the proposed Development does not meet the criteria for such distinction, the Applicant's Competitive Housing Credit award will be rescinded.
4. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
  5. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
  6. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.
  7. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
  8. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
  9. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Form 8821 for all Financial Beneficiaries in order to obtain a recommendation for a Housing Credit Allocation.

### Applicant Certification and Acknowledgement Form

10. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.
11. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

|   |                         |
|---|-------------------------|
|   | LEROY MOORE             |
| Signature of Applicant  | Name (typed or printed) |
| VP of the Sole Member and Sole Manager of the GP of the Applicant |                         |
| Title (typed or printed)  |                         |

NOTE: The Applicant must provide this form as Attachment 1 to the RFA. The Applicant Certification and Acknowledgement form included in the Application labeled "Original Hard Copy" must contain an original signature (blue ink is preferred).

# Attachment

## 2

# *State of Florida*

## *Department of State*

I certify from the records of this office that WEST RIVER PHASE 1A, LP is a limited partnership organized under the laws of the State of Florida, filed on December 19, 2014, effective December 19, 2014.

The document number of this limited partnership is A14000000732.

I further certify that said limited partnership has paid all fees due this office through December 31, 2015 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-third day of October,  
2015*



*Ken Detmer*  
*Secretary of State*

Tracking Number: CU4011685969

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# Attachment

3

N/A

# Attachment

4

**Applicant:** West River Phase 1A, LP, a Florida limited partnership

**General Partner:** THA West River Phase 1A, LLC, a Florida limited liability company

Sole Member and  
Sole Manager:

Tampa Housing Authority Development Corp., a Florida non-profit corporation

Officers:

Jerome D. Ryans, President/Secretary  
Leroy Moore, Vice President  
Susi Begazo-McGourty, Treasurer

Directors:

Hazel Harvey  
Susan Johnson-Velez  
James A. Cloar  
Billi Johnson-Griffin  
Rubin E. Padgett  
Bemetra L. Simmons  
Ben Wacksman

Shareholders:

Non-profit, therefore not applicable.

**Limited Partner:** Housing Authority of the City of Tampa, Florida

Officers:

Jerome D. Ryans, President/CEO

Commissioners\*:

Hazel Harvey  
Susan Johnson-Velez  
James A. Cloar  
Billi Johnson-Griffin  
Rubin E. Padgett  
Bemetra L. Simmons  
Ben Wacksman

Shareholders:

Not applicable. Housing Authority of the City of Tampa, Florida is a public body corporate and politic created pursuant to Chapter 421, Florida Statutes

\* Housing Authority of the City of Tampa, Florida does not have Directors; it has Commissioners who serve the same function as Directors.

**Developer:** WRDG Bethune I, LLC, a Florida limited liability company

**Managing Member:**

Banc of America Community Development Corporation

Directors

Maria F. Barry  
James W. Field  
Brian K. Tracey

Officers

|                          |   |
|--------------------------|---|
| James W. Field           | President                                   |
| Paul R. Pitlyk           | Credit Risk Management Executive            |
| James M. Terry           | Senior Risk Manager                         |
| Joni Pesta               | Treasurer                                   |
| Nathan Barth             | Secretary]                                  |
| Tonja L. Adams           | Senior Vice President / Assistant Secretary |
| Nicole Baldon            | Senior Vice President / Assistant Secretary |
| Stephanie Barrett        | Senior Vice President / Assistant Secretary |
| Maria F. Barry           | Senior Vice President / Assistant Secretary |
| Iris Y. Bashein          | Senior Vice President / Assistant Secretary |
| Regina S. Bender         | Senior Vice President / Assistant Secretary |
| Amy Brusiloff            | Senior Vice President / Assistant Secretary |
| Jeanne K. Burke          | Senior Vice President / Assistant Secretary |
| Michael E. Clarke        | Senior Vice President / Assistant Secretary |
| Franklin D. Cook         | Senior Vice President / Assistant Secretary |
| Nancy M. Crown           | Senior Vice President / Assistant Secretary |
| Daniel E. Devin          | Senior Vice President / Assistant Secretary |
| Jill H. Edwards          | Senior Vice President / Assistant Secretary |
| Steven J. Gildersleeve   | Senior Vice President / Assistant Secretary |
| Susan Valerie Harper     | Senior Vice President / Assistant Secretary |
| Laura A. Keenan          | Senior Vice President / Assistant Secretary |
| Susan G. Kessler         | Senior Vice President / Assistant Secretary |
| Kimberly D. Laird        | Senior Vice President / Assistant Secretary |
| Susan M. Leahy           | Senior Vice President / Assistant Secretary |
| Daniel Letendre          | Senior Vice President / Assistant Secretary |
| Kim M. Maimone           | Senior Vice President / Assistant Secretary |
| Todd McCain              | Senior Vice President / Assistant Secretary |
| James M. McNicholas, Jr. | Senior Vice President / Assistant Secretary |
| Susan Moro               | Senior Vice President / Assistant Secretary |
| Mark C. Nightingale      | Senior Vice President / Assistant Secretary |
| John Panno               | Senior Vice President / Assistant Secretary |
| Debra C. Parker          | Senior Vice President / Assistant Secretary |
| Maurice L. Perry         | Senior Vice President / Assistant Secretary |
| Eileen M. Pope           | Senior Vice President / Assistant Secretary |
| Robert A. Reinhardt      | Senior Vice President / Assistant Secretary |
| Claudia B. Robinson      | Senior Vice President / Assistant Secretary |
| Brian L. Roop            | Senior Vice President / Assistant Secretary |
| Laura E. Sheehan         | Senior Vice President / Assistant Secretary |
| Ekaterina A. Shirley     | Senior Vice President / Assistant Secretary |
| Cassandra Silvernail     | Senior Vice President / Assistant Secretary |

|                          |  |
|--------------------------|--|
| Joseph Siu               | Senior Vice President / Assistant Secretary    |
| Darren W. Smith          | Senior Vice President / Assistant Secretary    |
| Leigh Ann Smith          | Senior Vice President / Assistant Secretary    |
| Mary A. Thompson         | Senior Vice President / Assistant Secretary    |
| Brian K. Tracey          | Senior Vice President / Assistant Secretary    |
| Marianne Votta           | Senior Vice President / Assistant Secretary    |
| Larry D. West            | Senior Vice President / Assistant Secretary    |
| Susan C. Winstead        | Senior Vice President / Assistant Secretary    |
| John-Paul Campbell       | Vice President / Assistant Secretary           |
| Casey M. Carpenter       | Vice President / Assistant Secretary           |
| Diana J. DiPreta         | Vice President / Assistant Secretary           |
| Brian L. Heide           | Vice President / Assistant Secretary           |
| Nicole V. McCloy         | Vice President / Assistant Secretary           |
| Susan S. McDaniel        | Vice President / Assistant Secretary           |
| Michelle Leigh Militello | Vice President / Assistant Secretary           |
| Charlotte Nunez          | Vice President / Assistant Secretary           |
| John M. Pool             | Vice President / Assistant Secretary           |
| Joseph B. Veneracion     | Vice President / Assistant Secretary           |
| Carolyn Y. White         | Vice President / Assistant Secretary           |
| Milica Kazic-Andretta    | Assistant Vice President / Assistant Secretary |
| Tanya L. Misenas         | Assistant Vice President / Assistant Secretary |
| Binyamin E. Rosenbaum    | Assistant Vice President / Assistant Secretary |
| Oleksiy Sankov           | Assistant Vice President / Assistant Secretary |
| Laurie H. Trimble        | Assistant Vice President / Assistant Secretary |

The sole shareholder of Banc of America Community Development Corporation is Bank of America, N.A. (the “Bank”). The Bank is a public company whose stock is widely held. The Bank’s common stock is listed on the New York Stock Exchange and the Pacific Stock Exchange under the symbol BAC. The Bank’s common stock is also listed on the London Stock Exchange, and certain shares are listed on the Tokyo Stock Exchange. The stock is typically listed as BankAm in newspapers.

Bank of America, N.A.

The Officers of Bank of America, N.A. are as follows:

Brian Moynihan, CEO  
Dean Athanasia, President, Preferred and Small Business Banking and Co-head of Consumer Banking  
Catherine P. Bessant, Chief Operations and Technology Officer  
Sheri B. Bronstein, Global Human Resources Executive  
David C. Darnell, Vice Chairman  
Paul M. Donofrio, Chief Financial Officer  
Christine P. Katziff, Corporate General Auditor  
Terry Laughlin, President of Strategic Initiatives  
Gary G. Lynch, Vice Chairman and Global General Counsel  
Thomas K. Montag, Chief Operating Officer  
Thong Nguyen, President, Retail Banking and Co-head of Consumer Banking  
Andrea B. Smith, Chief Administrative Officer  
Anne M. Finucane, Vice Chairman and Global Chief Strategy and Marketing Officer  
Geoffrey S. Greener, Chief Risk Officer  
Bruce R. Thompson, Managing Director

The Directors of Bank of America, N.A. are as follows:

Brian Moynihan  
Jack O. Bovender, Jr.  
Charles K. Gifford  
Linda P. Hudson  
Sharon L. Allen  
Susan S. Bies  
Monica C. Lozano  
Frank P. Bramble, Sr.  
Thomas J. May  
Pierre J. P. de Weck  
Arnold W. Donald  
Lionel L. Nowell, III  
R. David Yost

**Member:** Housing Authority of the City of Tampa, Florida

Officers: Jerome D. Ryans, President/CEO

Commissioners\*: Hazel Harvey  
Susan Johnson-Velez  
James A. Cloar  
Billi Johnson-Griffin  
Rubin E. Padgett  
Bemetra L. Simmons  
Ben Wacksman

Shareholders: Not applicable. Housing Authority of the City of Tampa, Florida is a public body corporate and politic created pursuant to Chapter 421, Florida Statutes

\* Housing Authority of the City of Tampa, Florida does not have Directors; it has Commissioners who serve the same function as Directors.

# Attachment

5



# *State of Florida*

## *Department of State*

I certify from the records of this office that WRDG BETHUNE I, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 28, 2015.

The document number of this limited liability company is L15000183010.

I further certify that said limited liability company has paid all fees due this office through December 31, 2015 and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-ninth day of October,  
2015*



*Ken Detzner*  
*Secretary of State*

Tracking Number: CU6689140206

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Attachment 5

| <b>Prior General Development Experience Chart</b>  |                                    |   |                              |                       |
|--|------------------------------------|---|------------------------------|-----------------------|
| <b>Name of Principal with the Required Experience:</b> Banc of America Community Development Corporation                     |                                    |   |                              |                       |
| <b>Name of Developer Entity (for the proposed Development) for which the above Party is a Principal:</b> WRDG Bethune I, LLC |                                    |   |                              |                       |
| <b>Name of Development</b>   | <b>Location (City &amp; State)</b> | <b>Affordable Housing Program that Provided Financing</b> | <b>Total Number of Units</b> | <b>Year Completed</b> |
| The Park at Melrose Apartments   | Nashville, TN                      | 9% Housing Credits  | 238                          | 1997                  |
| First Ward Place-Phase I   | Charlotte, NC                      | 9% Housing Credits  | 174                          | 1998                  |
| Edgewood Seniors Residences  | Atlanta, GA                        | 9% Housing Credits  | 136                          | 2007                  |

# Attachment

6

## Attachment 6

| <b>Prior General Management Experience Chart</b>   |                                    |   |   |                              |
|--|------------------------------------|---|---|------------------------------|
| Name of Management Company or a Principal of the Management Company with the Required Experience: JMG Realty, Inc. |                                    |   |   |                              |
| <b>Name of Development</b>   | <b>Location (City &amp; State)</b> | <b>Currently Managing or Formerly Managed</b> | <b>Length of Time (Number of Years)</b> | <b>Total Number of Units</b> |
| Greenwood a/k/a Palmetto Park  | Clearwater, FL                     | Current                                       | 11 years                                | 179                          |
| City View at Hughes Square   | Orlando, FL                        | Current                                       | 11 years                                | 266                          |

# Attachment

7

N/A

# Attachment

## 8

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION OF STATUS  
OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application

Name of Development: Bethune Residences I at West River

Development Location: NE Corner of North Rome Avenue and Main Street, Tampa, Florida

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

Zoning Designation: RM-24

Mark the applicable statement:

1.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process. The final site plan, in the zoning designation stated above, was approved on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.


2.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process, and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work and/or the rehabilitation work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed.

The necessary approval and/or review was performed on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.

3.  The above-referenced Development, in the zoning designation stated above, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

**CERTIFICATION**

I certify that the City/County of Tampa, Florida has vested in me the authority to verify status of site plan Approval as specified above and I further certify that the information stated above is true and correct.

  
Signature

Catherine Coyle  
Print or Type Name

Planning and Urban Design Mgr / Zoning Administrator  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If this certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.



# Attachment

9

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING  
AND LAND USE REGULATIONS**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Bethune Residences I at West River

Development Location: NE Corner of North Rome Avenue and Main Street, Tampa, Florida

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

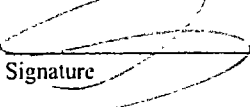
The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

- (1) The zoning designation for the above referenced Development location is RM-24; and
- (2) The proposed number of units and intended use are consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

**CERTIFICATION**

I certify that the City/County of Tampa, Florida has vested in me the authority to verify  
(Name of City/County)

consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

  
\_\_\_\_\_  
Signature

Catherine Coyle  
\_\_\_\_\_  
Print or Type Name

Planning and Urban Design Mgr /  
\_\_\_\_\_  
Print or Type Title Zoning Administrator

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

10

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ELECTRICITY**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Bethune Residences I at West River

Development Location: NE Corner of North Rome Avenue and Main Street, Tampa, Florida

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Electricity is available to the proposed Development, subject to item 2 below.
2. To access such electric service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

Stephen Miccio  
Signature

Stephen Miccio  
Print or Type Name

Project Manager  
Print or Type Title

Tampa Electric  
Name of Entity Providing Service

702 N. Franklin St.  
Address (street address, city, state)

Tampa, FL. 33602

813 309-1524  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

11

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Bethune Residences I at West River

Development Location: NE Corner of North Rome Avenue and Main Street, Tampa, Florida

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Potable water is available to the proposed Development, subject to item 2 below.
2. To access such water service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

  
Signature

Seung Park  
Print or Type Name

Chief Engineer  
Print or Type Title

City of Tampa  
Name of Entity Providing Service

340 E. Jackson St. SE  
Address (street address, city, state)

Tampa, FL 33602

813-274-7015  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

12

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - SEWER CAPACITY,  
PACKAGE TREATMENT, OR SEPTIC TANK**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Bethune Residences 1 at West River

Development Location: NE Corner of North Rome Avenue and Main Street, Tampa, Florida

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Sewer Capacity, Package Treatment, or Septic Tank is available to the proposed Development, subject to item 2 below.
2. To access such waste treatment service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

  
Signature

Chad Bailey  
Print or Type Name

Engineer  
Print or Type Title

City of Tampa Wastewater

Name of Entity Providing Service

2545 Guy N. Verger Blvd

Address (street address, city, state)

Tampa, FL 33605

(813) 274-7342

Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.



# Attachment

13

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: Bethune Residences I at West River

Development Location: NE Corner of North Rome Avenue and Main Street, Tampa, Florida

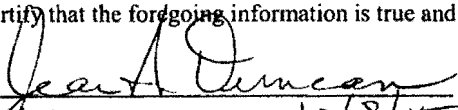
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development.
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development.
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

  
Signature 10/8/15

Jean W. Duncan, P.E.  
Print or Type Name

Director, Dept. of Trans. and Stormwater Svcs  
Print or Type Title

City of Tampa - Transportation & Stormwater

Name of Entity Providing Service

306 E. Jackson St., Tampa, Florida, 33602  
Address (street address, city, state)

813-274-8333

Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

14

**SURVEYOR CERTIFICATION FORM**

Name of Development: Bethune Residences I at West River

Development Location: NE Corner of North Rome Avenue and Main Street, Tampa, Florida 33607

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site<sup>1</sup> where the Development Location Point is located.)

The undersigned Florida licensed surveyor confirms that the method used to determine the following latitude and longitude coordinates conforms to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C.:

*\*All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).*

|   |                        |                      |   |                        |                      |   |
|---|------------------------|----------------------|---|------------------------|----------------------|---|
| State the Development Location Point <sup>2</sup> | N <u>27</u><br>Degrees | <u>57</u><br>Minutes | <u>26.77</u><br>Seconds (represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>28</u><br>Minutes | <u>34.50</u><br>Seconds (represented to 2 decimal places) |
|---|------------------------|----------------------|---|------------------------|----------------------|---|

To be eligible for proximity points, Degrees and Minutes must be stated as whole numbers and Seconds must be represented to 2 decimal places.

Transit Service – State the latitude and longitude coordinates for one (1) Transit Service on the chart below.<sup>3</sup>

|  | Latitude               |                      |   | Longitude              |                      |   |
|--|------------------------|----------------------|---|------------------------|----------------------|---|
| Public Bus Stop  | N _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        | W _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        |
| Public Bus Transfer Stop   | N <u>27</u><br>Degrees | <u>57</u><br>Minutes | <u>18.10</u><br>Seconds (represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>27</u><br>Minutes | <u>30.94</u><br>Seconds (represented to 2 decimal places) |
| Public Bus Rapid Transit Stop  | N _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        | W _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        |
| SunRail Station, MetroRail Station, or TriRail Station   | N _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        | W _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds (represented to 2 decimal places)        |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Transit Service is: |                        |                      |   |                        |                      | <u>1.09</u> Miles   |

Community Services - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.<sup>3</sup>

| Grocery Store:   | Latitude               |                      |   | Longitude              |                      |   |
|--|------------------------|----------------------|---|------------------------|----------------------|---|
| Name - <u>Oceanic Supermarket</u><br>Address - <u>1609 North Tampa Street</u><br><u>Tampa, FL 33607</u>  | N <u>27</u><br>Degrees | <u>57</u><br>Minutes | <u>27.50</u><br>Seconds (represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>27</u><br>Minutes | <u>38.37</u><br>Seconds (represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Grocery Store is: |                        |                      |   |                        |                      | <u>0.95</u> Miles   |

Initials of Surveyor ECO

RFA 2015-107  
(Form Rev.07-15)

**SURVEYOR CERTIFICATION FORM**

| Medical Facility:   | Latitude               |                      |  | Longitude              |                      |  |
|---|------------------------|----------------------|--|------------------------|----------------------|--|
| Name - <u>Tampa Family Health</u><br>Address - <u>Services</u><br><u>2103 North Rome Avenue</u><br><u>Tampa, FL 33607</u>   | N <u>27</u><br>Degrees | <u>57</u><br>Minutes | <u>38.23</u><br>Seconds<br>(represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>28</u><br>Minutes | <u>34.25</u><br>Seconds<br>(represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Medical Facility is: |                        |                      |  |                        | <u>0.22</u> Miles    |  |
| Pharmacy:   | Latitude               |                      |  | Longitude              |                      |  |
| Name - <u>CVS</u><br>Address - <u>2725 North Macdill Avenue</u><br><u>Tampa, FL</u>   | N <u>27</u><br>Degrees | <u>57</u><br>Minutes | <u>58.68</u><br>Seconds<br>(represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>29</u><br>Minutes | <u>33.98</u><br>Seconds<br>(represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Pharmacy is:         |                        |                      |  |                        | <u>1.18</u> Miles    |  |
| Public School:  | Latitude               |                      |  | Longitude              |                      |  |
| Name - _____<br>Address - _____<br>_____<br>_____   | N _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds<br>(represented to 2 decimal places)        | W _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds<br>(represented to 2 decimal places)        |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Public School is:    |                        |                      |  |                        | _____ Miles          |  |

If the Corporation discovers that there are any false statements made in this certification, the Corporation will forward a copy to the State of Florida Department of Business and Professional Regulation for investigation.

**CERTIFICATION** – Under penalties of perjury, I declare that the foregoing statement is true and correct.

E. C. Demeter  
Signature of Florida Licensed Surveyor

5179  
Florida License Number of Signatory

E. C. Demeter  
Print or Type Name of Signatory

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

This certification consists of 3 pages. This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. If the certification is inappropriately signed, the Application will not be eligible to receive proximity points. If this certification contains corrections or 'white-out', or if it is altered or retyped, the form will not be considered. The certification may be photocopied. To be considered for scoring purposes, at least pages 1 and 2 of this 3 page certification form must be provided by the Applicant.

RFA 2015-107  
(Form Rev.07-15)

**SURVEYOR CERTIFICATION FORM**

<sup>1</sup>“Scattered Sites,” as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a “Scattered Site”). For purposes of this definition “contiguous” means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street.

<sup>2</sup>“Development Location Point” means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.

<sup>3</sup> The latitude and longitude coordinates for all Proximity Services must represent a point as outlined on the Coordinates Location Chart set out below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds represented to 2 decimal places. If the degrees and minutes are not stated as whole numbers and the seconds are not represented to 2 decimal places, the Applicant will not be eligible for proximity points for that service.

| Coordinates Location Chart          |  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
|-------------------------------------|--|---------------------------|-----------------------|----------------|--------------------------|-------------------|----------------------|------------------|------------------|-----------------------------|------------------------|----------------------|------------------------------|-------------------------------------|--------------------|-----------------------|------------------------------|----------------------|------------------------------|-------------------------|------------------------------|--------------------------|------------------------------|-----------------------------------|------------------------------|
| Service                             | Location where latitude and longitude coordinates must be obtained   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Community Services                  | Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Transit Services                    | <p>For Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, TriRail Rail Stations and MetroRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the bus or train.</p> <p>For the following Phase 1 SunRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the train:</p> <p style="text-align: center;"><b>Phase 1 SunRail Station Name</b></p> <table border="0"> <tr> <td>Altamonte Springs Station</td> <td>Church Street Station</td> </tr> <tr> <td>DeBary Station</td> <td>Florida Hospital Station</td> </tr> <tr> <td>Lake Mary Station</td> <td>LYNX Central Station</td> </tr> <tr> <td>Longwood Station</td> <td>Maitland Station</td> </tr> <tr> <td>Orlando Amtrak/ORMC Station</td> <td>Sand Lake Road Station</td> </tr> <tr> <td>Sanford/SR46 Station</td> <td>Winter Park/Park Ave Station</td> </tr> </table> <p>For the following Phase 2 SunRail Rail Stations, coordinates must represent coordinates listed below:</p> <table border="0"> <thead> <tr> <th><b>Phase 2 SunRail Station Name</b></th> <th><b>Coordinates</b></th> </tr> </thead> <tbody> <tr> <td>Deland Amtrak Station</td> <td>N 29 01 02.25, W 81 21 09.24</td> </tr> <tr> <td>Meadow Woods Station</td> <td>N 28 23 12.19, W 81 22 26.59</td> </tr> <tr> <td>Osceola Parkway Station</td> <td>N 28 20 35.55, W 81 23 24.07</td> </tr> <tr> <td>Kissimmee Amtrak Station</td> <td>N 28 17 34.93, W 81 24 17.37</td> </tr> <tr> <td>Poinciana Industrial Park Station</td> <td>N 28 15 32.04, W 81 29 08.17</td> </tr> </tbody> </table> | Altamonte Springs Station | Church Street Station | DeBary Station | Florida Hospital Station | Lake Mary Station | LYNX Central Station | Longwood Station | Maitland Station | Orlando Amtrak/ORMC Station | Sand Lake Road Station | Sanford/SR46 Station | Winter Park/Park Ave Station | <b>Phase 2 SunRail Station Name</b> | <b>Coordinates</b> | Deland Amtrak Station | N 29 01 02.25, W 81 21 09.24 | Meadow Woods Station | N 28 23 12.19, W 81 22 26.59 | Osceola Parkway Station | N 28 20 35.55, W 81 23 24.07 | Kissimmee Amtrak Station | N 28 17 34.93, W 81 24 17.37 | Poinciana Industrial Park Station | N 28 15 32.04, W 81 29 08.17 |
| Altamonte Springs Station           | Church Street Station  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| DeBary Station                      | Florida Hospital Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Lake Mary Station                   | LYNX Central Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Longwood Station                    | Maitland Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Orlando Amtrak/ORMC Station         | Sand Lake Road Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Sanford/SR46 Station                | Winter Park/Park Ave Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| <b>Phase 2 SunRail Station Name</b> | <b>Coordinates</b>   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Deland Amtrak Station               | N 29 01 02.25, W 81 21 09.24   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Meadow Woods Station                | N 28 23 12.19, W 81 22 26.59   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Osceola Parkway Station             | N 28 20 35.55, W 81 23 24.07   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Kissimmee Amtrak Station            | N 28 17 34.93, W 81 24 17.37   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Poinciana Industrial Park Station   | N 28 15 32.04, W 81 29 08.17   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |

If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location.



**BOARD OF  
COMMISSIONERS**

Hazel S. Harvey  
Chair  
Susan Johnson-Velez  
Vice Chair  
James A. Cloar  
Bill Johnson-Griffin  
Rubin E. Padgett  
Bemetra L. Simmons  
Ben Wacksman

October 26, 2015

Leroy Moore  
West River Phase 1A, LP  
5301 West Cypress Street  
Tampa, FL 33607

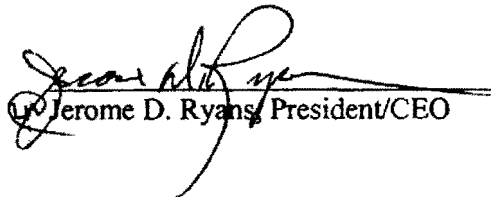
Re: The proposed development:  
Bethune Residences I at West River to be located at NE Corner of  
North Rome Avenue and Main Street, Tampa, Florida

To Whom It May Concern:

Please accept this letter as certification that the property referenced above  
currently has a Declaration of Trust between the Housing Authority of the  
City of Tampa, Florida and HUD.

Sincerely,

Jerome D. Ryans  
President/CEO



Jerome D. Ryans, President/CEO

5301 West Cypress Street  
Tampa, Florida 33607

P. O. Box 4766  
Tampa Florida 33677

OFFICE (813) 341-9101

[www.thafi.com](http://www.thafi.com)

*"Building a World-Class Community, One Family and One Neighborhood at a Time"*

# Attachment

15



**CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY**  
**[Bethune Residences I at West River]**  
**[Tampa, Florida]**

This Contract for Purchase and Sale of Real Property (the "Contract") is made and entered into as of November 1, 2015 (the "Effective Date"), by and between the Housing Authority of the City of Tampa, Florida, a body corporate and politic organized under Chapter 421 of the Florida Statutes (the "Seller"), and West River Phase 1A, LP, a Florida limited partnership, or assigns (the "Buyer").

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. **Definitions.** The following capitalized terms shall have the meanings given to them in this Section 1. Other capitalized terms when used in this Contract shall have the meanings given to such terms in the Definitions Addendum attached hereto as Exhibit "B".

1.1 **Closing Date.** The date of the Closing, which shall be on or before June 1, 2017, or such later date as extended in writing by Seller and Buyer.

1.2 **Purchase Price.** The sum of One Million Five Hundred Ninety-Nine Thousand Dollars (\$1,599,000).

2. **Purchase and Sale.** Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase and acquire the Property from Seller on the terms and conditions hereinafter set forth.

3. **Purchase Price.** The Purchase Price shall be paid as follows: Notwithstanding any other language in this Contract to the contrary, Buyer and Seller agree that, at Closing, Buyer shall deliver the Purchase Price to Seller in the form of a Promissory Note in the amount of the Purchase Price with the following terms (the "Note"): (i) principal and interest payments shall be made in installments of varying amounts and shall be paid annually in amounts which shall be determined based on the available cash after repayment of all outstanding debt and equity investors of Buyer based on operations of the Property as rental housing; (ii) interest shall accrue on the Note at the simple interest annual rate of one percent (1%); and (iii) the maturity date of the Note shall be the tenth (10<sup>th</sup>) anniversary of the Closing Date. The above referenced loan, as to be evidenced by the Note, shall be a purchase money loan from Seller to Buyer (the "Seller's Loan"). Buyer and Seller acknowledge that Seller's Loan is a loan and not a capital contribution.

4. **Property Inspection.**

4.1 **Seller's Delivery of Property Records.** Within five (5) Business Days of the Effective Date, Seller shall deliver to Buyer the Property Records.

4.2 Buyer's Inspection of the Property. Until the Closing Date, Buyer shall have the right to enter upon the Property and to make all inspections and investigations of the condition of the Property which it may deem necessary, including, but not limited to, soil borings, percolation tests, engineering and topographical studies, environmental audits, wetland jurisdictional surveys, and investigations of the availability of utilities, all of which inspections and investigations shall be undertaken at Buyer's cost and expense and without interference with Seller's use of the Property. Buyer agrees to indemnify Seller and hold Seller harmless and defend Seller from and against any and all loss, cost, claims, liabilities, damages and expenses, including without limitation, Attorneys' Fees arising as the result of any such inspection or investigation. Buyer agrees to provide Seller with notice of any Hazardous Material located on the Land that Buyer becomes aware of during its inspection of the Land. Buyer also agrees to provide Seller with any written notice obtained by Buyer from any Governmental Authority or any other party relating to any Hazardous Material violations concerning the Land or any portion thereof.

5. Title.

5.1 Marketable Title to Property. Seller shall convey to Buyer marketable title to the Property, subject only to the Permitted Exceptions and the Declaration of Restrictive Covenants. Marketable title shall be determined according to the title standards adopted by authority of The Florida Bar and in accordance with law.

5.2 Buyer to Notify Seller of Objectionable Exceptions. No later than thirty (30) days prior to the Closing Date, Seller's Attorney shall obtain the Title Commitment. Buyer shall have until the Closing Date to examine the Title Commitment and to notify Seller as to any exception which is unacceptable to Buyer or Buyer's Attorney (the "Objectionable Exceptions"). If the Title Commitment reflects any Objectionable Exceptions, or if at any time after delivery of the Title Commitment and prior to Closing, Buyer receives notice of or otherwise discovers that title to the Land is subject to any additional exceptions which Buyer finds unacceptable, Buyer shall notify Seller in writing of the Objectionable Exceptions to which Buyer objects within ten (10) days after Buyer or Buyer's Attorney receives notice of such Objectionable Exceptions. Buyer's failure to timely notify Seller as to any Objectionable Exceptions shall be deemed a waiver of such Objectionable Exceptions.

5.3 Objectionable Exceptions.

5.3.1 Mandatory Exceptions. After Buyer has notified Seller of any Objectionable Exceptions, if the Objectionable Exceptions are liquidated claims, outstanding mortgages, judgments, taxes (other than taxes which are subject to adjustment pursuant to this Contract), or are otherwise curable by the payment of money, without resort to litigation, then Seller shall be required to remove such Objectionable Exceptions (the "Mandatory Exceptions") from the Property by taking the actions necessary to have the Mandatory Exceptions deleted or

insured over by the Title Company, or transferred to bond so that the Mandatory Exceptions are removed from the Title Commitment.

5.3.2 Optional Exceptions. With respect to Objectionable Exceptions which are not Mandatory Exceptions (the "Optional Exceptions"), Seller shall have the right, but not the obligation, to take the actions necessary to have the Optional Exceptions deleted or insured over by the Title Company, or transferred to bond so that the Optional Exceptions are removed from the Title Commitment. If Buyer has timely notified Seller of any Optional Exceptions, Seller shall provide Buyer with written notice of its election as to whether or not it will cure the Optional Exceptions within fifteen (15) days after Seller's receipt of Buyer's notice of any Optional Exceptions. If Seller notifies Buyer that it is unable or unwilling to cure the Optional Exceptions, Buyer shall have the option, to be exercised at any time prior to the Closing Date, to either (a) proceed to Closing and accept title in its existing condition without adjustment to the Purchase Price, or (b) terminate the Contract by sending written notice of termination to Seller.

5.4 Marketable Title to Personal Property. Seller shall convey to Buyer lien-free title to the Personal Property, subject only to the Permitted Exceptions.

5.5 Termination of Contract. After the termination of this Contract pursuant to Section 5.3, neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise provided in this Contract.

5.6 Title Agent. The Title Agent shall act as the Closing Agent on behalf of the Title Company.

6. Survey.

6.1 Survey. Buyer may, at its expense, obtain a survey of the Land (the "Survey").

6.2 Survey Defects. Buyer shall have thirty (30) days from the date it obtains such Survey (but in no event later than thirty (30) days prior to the Closing Date) to examine the Survey. If the Survey shows any encroachment on the Land, or that any improvement located on the Land encroaches on the land of others, or if the Survey shows any other defect which would affect either the marketability of title to the Property or Buyer's Intended Use of the Property, Buyer shall notify Seller of such encroachment or defect, and such encroachment or defect shall be treated in the same manner as title defects are treated under this Contract. Buyer's failure to timely notify Seller of Survey defects shall be deemed a waiver of such defects.

7. Seller's Representations.

7.1 Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:

7.1.1 Seller's Existence and Authority. Seller is a body corporate and politic organized under Chapter 421 of the Florida Statutes, and qualified to do business in the State of Florida and Seller has full power and authority to own and sell the Property, subject to the United States Department of Housing and Urban Development ("HUD")'s approval of a disposition plan (Buyer and Seller acknowledge that HUD may need to approve the mixed-finance development and the release of any HUD Declaration of Trust that may encumber the Property), and to comply with the terms of this Contract. The execution and delivery of this Contract by Seller and the consummation by Seller of the transaction contemplated by this Contract are within Seller's capacity and all requisite action has been taken to make this Contract valid and binding on Seller in accordance with its terms.

7.1.2 No Legal Bar. The execution by Seller of this Contract and the consummation by Seller of the transaction hereby contemplated does not, and on the Closing Date will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property, (b) result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound, or (c) constitute a violation of any Governmental Requirement.

7.1.3 No Default. Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects any portion of the Property.

7.1.4 Compliance With Governmental Requirements. Seller and the Property are in compliance with all Governmental Requirements, which affect any portion of the Property.

7.1.5 Title. Seller is the owner of marketable title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions and encumbrances of record which will be paid and removed at Closing, and subject to any HUD Declaration of Trust on the Property which shall be removed at or before Closing.

7.1.6 Litigation. There are no actions, suits, proceedings or investigations pending or to Seller's knowledge, threatened against Seller or the Property affecting any portion of the Property, including but not limited to condemnation actions.

7.1.7 No Hazardous Material. (a) Seller has conducted no activity on the Property involving the generation, treatment, storage or disposal of Hazardous Material; (b) to Seller's knowledge, no portion of the Property is now being used or to the best of Seller's knowledge has ever been used to treat, store, generate or dispose of Hazardous Material; (c) Seller has received no written notice that any previous owner or tenant conducted any such activity; (d) Seller has received no written notice of any discharge, spill, or disposal of any Hazardous Material on or under the Property; (e) Seller has received no written notice from any

Governmental Authority or any other party of any Hazardous Material violations concerning the Property or any portion thereof, nor is Seller aware of any such violation; (f) Seller has received no written notice as to any locations off the Property where Hazardous Material generated by or on the Property have been treated, stored, deposited or disposed of; and (g) Seller has no knowledge of the presence of any Hazardous Materials upon the Property.

7.1.8 Parties in Possession. At Closing, there will be no parties other than Seller in possession or with a right to possession of any portion of the Land.

7.1.9 Termination of Leases. Any and all tenant leases relating to the Property shall be terminated before Closing.

7.1.10 Acquisition Rights. No tenant or other occupant under any lease and no other person, firm, corporation, or other entity has any right or option to acquire the Property or any portion thereof or lease any additional units.

7.1.11 Termination of Service Contracts. Any and all service contracts relating to the Property shall be terminated before Closing.

7.1.12 Adverse Information. There is no (a) Governmental Requirement, (b) change contemplated in any Governmental Requirement, (c) judicial or administrative action, (d) action by adjacent landowners, (e) natural or artificial conditions upon the Land, or (f) other fact or condition of any kind or character whatsoever which would prevent, limit, impede, render more costly or adversely affect Buyer's Intended Use of the Property.

7.1.13 Notices. Seller has received no written notice from any Governmental Authority, any tenant under any lease, any insurer, or any other party (a) that either the Property or the use or operation thereof is currently in violation of any zoning, environmental or other land use regulations, and to Seller's knowledge no such notice has been issued; (b) that Seller is currently in violation, or with the passage of time will be in violation of the requirements of any ordinance, law, or regulation or order of any Governmental Authority, (including without limitation, the local building department) or the recommendations of any insurance carrier or board of fire underwriters affecting the Property that any investigation has commenced or is contemplated regarding any such possible violation, or (c) asserting that Seller is required to perform work at the Property and to Seller's knowledge no such notices have been issued.

7.1.14 Accuracy of Statements. No representation or warranty made by Seller in this Contract, in any Exhibit attached hereto, in the Property Records, or in any letter or certificate furnished to Buyer pursuant to the terms hereof, each of which is incorporated herein by reference and made a part hereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

7.1.15 Events Prior to Closing and Other Information. Seller will use its best efforts: (i) not to cause or permit any action to be taken which would cause any of the foregoing representations and warranties to be untrue as of the Closing Date; and (ii) to cause the conditions in Section 11 below to occur timely so that the parties may proceed with the Closing. Seller agrees to immediately notify Buyer in writing of any event or condition which occurs prior to Closing, which causes a change in the facts related to or the truth of any of the above representations.

7.2 Survival of Representations. All of the representations of Seller set forth in this Contract shall be true upon the execution of this Contract, shall be deemed to be repeated at and as of the Closing Date, and shall be true as of the Closing Date.

8. Seller's Affirmative Covenants.

8.1 Maintenance of Property. From and after the Effective Date, Seller shall not perform any construction of any Improvements, or make any other change or improvement on or about the Property without the prior written consent of Buyer, except for any necessary maintenance, any necessary remediation, and/or demolition.

8.2 No Further Encumbrances. After the Effective Date, Seller shall not create, incur or suffer to exist any mortgage, lien, pledge or other encumbrance affecting the Property other than the Permitted Exceptions.

8.3 Further Assurances. In addition to the obligations required to be performed hereunder by Seller at the Closing, Seller agrees to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as Buyer may reasonably request in order to effectuate the consummation of the transactions contemplated herein and to vest title to the Property in Buyer.

9. Buyer's Representations.

9.1 Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Closing Date as follows:

9.1.1 Buyer's Existence and Authority. Buyer is a limited partnership duly organized, existing and with a status of active under the laws of Florida, and qualified to do business in the State of Florida and Buyer has full power and authority to buy the Property and to comply with the terms of this Contract. The execution and delivery of this Contract by Buyer and the consummation by Buyer of the transaction contemplated by this Contract are within Buyer's capacity and all requisite action has been taken to make this Contract valid and binding on Buyer in accordance with its terms.

9.1.2 No Legal Bar. The execution by Buyer of this Contract and the consummation by Buyer of the transaction hereby contemplated does not, and on the Closing Date will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Buyer is a party, (b) result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Buyer is a party or by which Buyer might be bound, or (c) constitute a violation of any law.

9.1.3 Accuracy of Statements. No representation or warranty made by Buyer in this Contract, in any Exhibit attached hereto, or in any letter or certificate furnished to Seller pursuant to the terms hereof, each of which is incorporated herein by reference and made a part hereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

9.1.4 Events Prior to Closing and Other Information. Buyer will use its best efforts: (i) not to cause or permit any action to be taken which would cause any of the foregoing representations and warranties to be untrue as of the Closing Date; and (ii) to cause the conditions in Section 12 below to occur timely so that the parties may proceed with the Closing. Buyer agrees to immediately notify Seller in writing of any event or condition which occurs prior to Closing, which causes a change in the facts related to or the truth of any of the above representations.

9.2 Survival of Representations. All of the representations of Buyer set forth in this Contract shall be true upon the execution of this Contract, shall be deemed to be repeated at and as of the Closing Date, and shall be true as of the Closing Date.

10. Buyer's Affirmative Covenants.

10.1 No Further Encumbrances. After the Effective Date, Buyer shall not create, incur or suffer to exist any lien or other encumbrance affecting the Property.

10.2 Further Assurances. In addition to the obligations required to be performed hereunder by Buyer at the Closing, Buyer agrees to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as Seller may reasonably request in order to effectuate the consummation of the transaction contemplated herein.

11. Conditions to Buyer's Obligation to Close. Buyer shall not be obligated to close under this Contract unless and until each of the following conditions are either fulfilled or waived, in writing, by Buyer:

11.1 Compliance with Covenants. Seller shall have performed all covenants, agreements, and obligations and complied with all conditions required by this Contract to be performed or complied with by Seller prior to the Closing Date.

11.2 Delivery of Documents. Seller shall deliver to Buyer all instruments and documents to be delivered to Buyer at the Closing pursuant to this Contract.

11.3 Representations and Warranties. All of Seller's representations and warranties shall be true and correct.

11.4 Status of Title. The status of title to the Land shall be as required by this Contract.

11.5 HUD Approval. Any and all necessary disposition, demolition and redevelopment approvals relating to the Property from HUD shall have been obtained before the Closing Date.

11.6 LIHTC Award. Buyer will have received an award of Low Income Housing Tax Credits ("LIHTC") funds from Florida Housing Finance Corporation ("FHFC") sufficient to construct the Improvements described in Buyer's response to the FHFC Request for Applications 2015-107 or any future FHFC Request for Applications (the "RFA Response"). If Buyer determines that the RFA Response submitted by Buyer either will not or has not been successful in obtaining an allocation of LIHTC in an amount sufficient to construct the contemplated Improvements as described in the RFA Response, then Buyer will be entitled (but Buyer will not be obligated) to terminate this Contract by providing written termination notice to Seller and upon such termination by Buyer, the parties will be relieved of all further liability under this Contract, except for those obligations which expressly survive termination of this Contract.

12. Conditions to Seller's Obligation to Close. Seller shall not be obligated to close under this Contract unless and until each of the following conditions are either fulfilled or waived, in writing, by Seller:

12.1 Compliance with Covenants. Buyer shall have performed all covenants, agreements, and obligations and complied with all conditions required by this Contract to be performed or complied with by Buyer prior to the Closing Date.

12.2 Delivery of Documents. Buyer shall deliver to Seller all instruments and documents to be delivered to Seller at the Closing pursuant to this Contract.

12.3 Representations and Warranties. All of Buyer's representations and warranties shall be true and correct.

12.4 HUD Approval. Any and all necessary disposition, demolition and redevelopment approvals relating to the Property from HUD shall have been obtained before the Closing Date.



13. Closing.

13.1 Closing Date and Location. Subject to all of the provisions of this Contract, Buyer and Seller shall close this transaction on the Closing Date. The Closing shall take place at the office of Seller's Attorney or such other location as may be designated by Buyer's Attorney. Seller may deliver Seller's Documents to the Closing Agent prior to Closing, with escrow instructions for the release of Seller's Documents and the disbursement of Seller's proceeds.

14. Seller's Closing Documents.

14.1 Documents. At Closing, Seller shall deliver the following documents (the "Seller's Closing Documents") to Buyer's Attorney:

14.1.1 Deed. The Deed which shall be duly executed and acknowledged by Seller so as to convey to Buyer good and marketable fee simple title to the Land free and clear of all liens, encumbrances, and other conditions of title other than the Permitted Exceptions.

14.1.2 Seller's No Lien, Gap and FIRPTA Affidavit. An affidavit from Seller attesting that (a) no individual, entity or Governmental Authority has any claim against the Property under the applicable contractor's lien law, (b) except for Seller, no individual, entity or Governmental Authority is either in possession of the Property or has a possessory interest or claim in the Property, and (c) no improvements to the Property have been made for which payment has not been made. Seller's affidavit shall include language sufficient to enable the Title Company to insure the "gap", i.e., delete as an exception to the Title Commitment any matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy. The affidavit shall also include the certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by Buyer.

14.1.3 Bill of Sale. An absolute bill of sale with full warranty of title conveying the Personal Property to Buyer free and clear of all liens, encumbrances and security interests except for the Permitted Exceptions.

14.1.4 General Assignment. An assignment of all as-built plans and specifications, trade or assumed names, and trade logos, if any, used in the operation of the Property, assigning to Buyer all of Seller's right, title and interest in and to the foregoing to the extent such rights exist and are assignable.

14.1.5 Permits. The originals of all Permits.

14.1.6 Form 1099-B. Such federal income tax reports respecting the sale of the Property as are required by the Internal Revenue Code of 1986, as amended.

14.1.7 Authorizing Resolutions. Certificates of such resolutions in form and content as Buyer may reasonably request evidencing Seller's existence, power, and authority to enter into and execute this Contract and to consummate the transaction herein contemplated.

14.1.8 Department of Revenue Return. The Florida Department of Revenue Return for Transfer of Interest in Florida Real Property.

14.1.9 Certificate Concerning Representation and Warranties. Seller shall execute a certificate dated as of the Closing Date certifying that all of Seller's representations and warranties set forth in this Contract remain true and correct as of the Closing Date, or if not, specifying the respect in which any such representation or warranty is no longer true.

14.1.10 Property Records. The originals of each of the Property Records to the extent not otherwise covered in this Section.

14.2 Pre-Closing Delivery. Copies of Seller's Closing Documents shall be delivered to Buyer's Attorney for review not less than three (3) days prior to the Closing Date.

15. Buyer's Closing Documents.

15.1 Documents. At Closing, Buyer shall deliver the following documents (the "Buyer's Closing Documents") to the Closing Agent:

15.1.1 Buyer's No Lien Affidavit. To the extent required by the Title Company, an affidavit from Buyer attesting that to Buyer's knowledge (a) no individual, entity or Governmental Authority has any claim against the Property under the applicable contractor's lien law, and (b) no inspection or investigation of the Property have been made for which payment has not been made.

15.1.2 Authorizing Resolutions. Certificates of such resolutions in form and content as Seller may reasonably request evidencing Buyer's existence, power, and authority to enter into and execute this Contract and to consummate the transaction herein contemplated.

15.1.3 Certificate Concerning Representations and Warranties. Buyer shall execute a certificate dated as of the Closing Date certifying that all of Buyer's representations and warranties set forth in this Contract remain true and correct as of the Closing Date, or if not, specifying the respect in which any such representation or warranty is no longer true.

15.1.4 Note. The Note shall be duly executed by Buyer.

15.2 Pre-Closing Delivery. Copies of Buyer's Closing Documents shall be delivered to the Closing Agent for review not less than three (3) days prior to the Closing Date.

16. Closing Procedure. The Closing shall proceed in the following manner:

16.1 Transfer of Funds. Buyer shall deliver the Note to the Closing Agent's office and the Cash to Close to the Closing Agent by wire transfer to a depository designated by Closing Agent.

16.2 Delivery of Documents. Seller shall deliver a closing statement setting forth the Purchase Price and all credits, adjustments, and prorations between Buyer and Seller. Buyer shall deliver the net Cash to Close due Seller, authorizing resolutions, and other required documents (the "Buyer's Closing Documents"), and Seller shall deliver Seller's Closing Documents, to Closing Agent.

16.3 Disbursement of Funds and Documents. Once the Title Company has "insured the gap," i.e., endorsed the Title Commitment to delete the exception for matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy, then Closing Agent shall disburse the net Cash to Close due Seller, deliver the Note to Seller, pay Seller's lender(s), if any, the amount required to repay the loan(s) and obtain satisfaction of all loan documents, and Buyer's Closing Documents to Seller, and Seller's Closing Documents to Buyer; provided, however, that Closing Agent shall record the Deed in the public records of the county where the Land is located. Upon receipt of appropriate affidavits from Seller, the proceeds of sale will be disbursed to Seller at Closing.

17. Prorations and Closing Costs.

17.1 Prorations. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding the Closing Date, except as otherwise specified:

17.1.1 Taxes. Real estate and Personal Property taxes shall be prorated based on amounts for the current year with maximum discount taken, except that if tax amounts for the current year are not available, prorations shall be made based upon taxes for the preceding year, with no discount taken.

17.1.2 Other Taxes, Interest, etc. Water and sewer charges, charges under any contracts and all other apportionable operating costs, maintenance charges, and other expenses shall be paid by Seller on the Closing Date. Utilities shall be read on the Closing Date and the bills to such date paid by Seller. All prepaid deposits for utilities shall be either refunded to Seller at the Closing or transferred to Buyer in which event the aggregate amount thereof shall be charged to Buyer at Closing. To the extent Seller has posted any bonds in connection with the Property, Buyer shall be responsible to post substitute bonds at or prior to Closing. Seller shall deliver to Buyer within ten (10) days prior to the Closing Date a schedule of any bonds and utility deposits posted.

17.1.3 Pending and Certified Liens. Certified municipal liens and pending municipal liens for which work has been substantially completed shall be paid by Seller and other pending liens shall be assumed by Buyer.

17.1.4 Other Items. All other income and expenses of the Property shall be prorated or adjusted in accordance with this Contract.

17.2 Reproration of Taxes. At the Closing, the above-referenced items shall be prorated and adjusted as indicated. If subsequent to the Closing, taxes for the year of Closing are determined to be higher or lower than as prorated, a reproration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the reproration shall be made within ten (10) days following demand therefor. All other prorations and adjustments shall be final. This provision shall survive the Closing.

17.3 Seller's Closing Costs. Seller shall be responsible for the payment of the following items prior to or at the time of Closing: (i) certified and pending municipal special assessment liens for which the work has been substantially completed, (ii) the Title Commitment, (iii) the Title Policy premium, (iv) documentary stamps or taxes on Deed, (v) its own legal fees; (vi) Mandatory Exceptions as set forth in Section 5.3.1 herein; and (vii) other costs and charges customarily paid by Seller in the community where the Property is located.

17.4 Buyer's Closing Costs. Buyer shall pay for the following items prior to or at the time of Closing: (i) Survey; (ii) documentary stamp tax on the Note; (iii) its own legal fees; and (iv) recording of the Deed.

18. Possession. Buyer shall be granted full possession of the Property at Closing.

19. Condemnation and Damage by Casualty.

19.1 Condemnation. In the event of the institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, Seller shall promptly notify Buyer and Buyer shall thereafter have the right and option to terminate this Contract by giving Seller written notice of Buyer's election to terminate within thirty (30) days after receipt by Buyer of the notice from Seller. Seller hereby agrees to furnish Buyer with written notice of a proposed condemnation within two (2) Business Days after Seller's receipt of such notification. Should Buyer terminate this Contract, the parties hereto shall be released from their respective obligations and liabilities hereunder. Should Buyer elect not to terminate, the parties hereto shall proceed to Closing and Seller shall assign all of its right, title and interest in all awards in connection with such taking to Buyer.

19.2 Damage by Casualty.

19.2.1 Damage Not in Excess of \$200,000.00. If, after the Effective Date but prior to the Closing Date, any damage occurs from fire, windstorm or other casualty to the Property, and the cost to repair such loss or damage does not exceed Two Hundred Thousand Dollars (\$200,000.00), then in such event the Closing shall be consummated as provided for herein and Seller shall cause said damage to be repaired and the Property restored to the condition in which it existed immediately prior to such damage. Seller shall effect such repair and restoration before the Closing Date, and if such damage cannot be repaired by the Closing Date, then at Buyer's option (a) the Closing Date shall be postponed until such repairs have been completed, or (b) the reasonable cost of such repairs, as estimated by Buyer, shall be withheld from the Purchase Price and paid over to Seller upon completion of the repairs and delivery to Buyer of satisfactory evidence that all mechanics, labors and materialmen providing services or materials in connection therewith have been paid in full and Seller's obligation to complete such repairs promptly shall survive the Closing hereunder.

19.2.2 Damage in Excess of \$200,000.00. If the cost to repair such damage or destruction exceeds Two Hundred Thousand Dollars (\$200,000.00), then within thirty (30) days after written notice from Seller that such cost exceeds Two Hundred Thousand Dollars (\$200,000.00), Buyer shall have the option by written notice to Seller, to terminate this Contract and except as otherwise provided for herein, neither Buyer nor Seller shall have any further rights or obligations hereunder. Unless Buyer timely notifies Seller of its election to terminate this Contract, Buyer shall be required to close this transaction in accordance with the Contract and Seller shall assign unto Buyer any and all insurance proceeds and to pay (or withhold from closing proceeds) the amount of any deductible. In such event, Seller shall have no additional obligation if such insurance proceeds are insufficient or unavailable to repair such damage.

20. Default.

20.1 Buyer's Default. In the event that this transaction fails to close due to a refusal or default on the part of Buyer, Seller shall have the option to terminate the Contract, and thereafter neither Buyer nor Seller shall have any further obligation hereunder.

20.2 Seller's Default. In the event that this transaction fails to close due to a refusal or default on the part of Seller, Buyer shall have the option to terminate the Contract, without any recourse against Seller, and thereafter neither Buyer nor Seller shall have any further obligation hereunder, or, in the alternative, Buyer shall have the right to seek specific performance against Seller.

20.3 Notice and Opportunity to Cure Defaults. Prior to either Buyer or Seller declaring a default under this Contract (other than a default in the nature of the failure of a party to close, for which no cure period shall apply), the non-defaulting party shall send written notice of the default to the defaulting party. The defaulting party shall have a period of ten (10) days after receipt of the notice of default to cure such default. Neither Buyer nor Seller shall be entitled to

any of the remedies set forth in this Section 20 prior to the sending of a notice of default to the defaulting party and the allowance of an opportunity to cure such default within ten (10) days after the receipt of the notice by the defaulting party, provided, however, that this Section 20 shall not apply to a party's failure to close the transaction.

21. Brokerage Indemnification. Buyer and Seller represent to the other that they have not engaged any real estate broker in this transaction. It is agreed that if any claims for brokerage commissions or fees are ever made against Seller or Buyer in connection with this transaction, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim. It is further agreed that each party agrees to indemnify and hold harmless the other from and against any and all such claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Contract or the transactions contemplated hereby. Nothing in this Contract shall be deemed or construed as a waiver of any privilege, immunity, or other protection which may be available to Seller or Buyer under the doctrine of sovereign immunity or the limitations of liability contained in Section 768.28, Florida Statutes. Likewise, to the extent applicable, any claim for indemnity brought under this Contract against Seller or Buyer shall comply with the procedural requirements and pre-suit conditions contained in Section 768.28, Florida Statutes.

22. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall either be (a) hand-delivered, (b) sent by FedEx or a comparable overnight mail service, or (c) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (d) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to Buyer, Seller, Buyer's Attorney, and Seller's Attorney, at their respective addresses set forth below. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

If to Buyer, to: West River Phase 1A, LP  
5301 W. Cypress Street  
Tampa, Florida 33607  
Attn: Leroy Moore  
Facsimile: (813) 367-0781

With a copy to: Saxon Gilmore & Carraway, P.A.  
201 E. Kennedy Boulevard, Suite 600  
Tampa, Florida 33602  
Attn: Bernice S. Saxon, Esq.  
Facsimile: (813) 314-4555

If to Seller, to: Housing Authority of the City of Tampa, Florida  
5301 W. Cypress Street  
Tampa, Florida 33607  
Attn: Jerome D. Ryans, President/CEO  
Facsimile: (813) 367-0778

With a copy to: Saxon Gilmore & Carraway, P.A.  
201 E. Kennedy Boulevard, Suite 600  
Tampa, Florida 33602  
Attn: Bernice S. Saxon, Esq.  
Facsimile: (813) 314-4555

23. Seller's Attorney. Buyer acknowledges that the Closing Agent is also Seller's Attorney in this transaction, and Buyer hereby consents to the Closing Agent's representation of Seller in any litigation which may arise out of this Contract.

24. Assignment. This Contract may not be assigned in whole or in part by Buyer, without the prior written consent of Seller. In the event of an assignment of the Contract by Buyer in accordance with the preceding sentence, a duly executed Assignment of this Contract shall be delivered to Seller on or before the Closing Date.

25. Miscellaneous.

25.1 Counterparts. This Contract may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original. The execution of this Contract and delivery thereof by facsimile shall be sufficient for all purposes and shall be binding upon any party who so executes.

25.2 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Contract.

25.3 Amendment. No modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Seller and Buyer.

25.4 Attorneys' Fees. If any party obtains a judgment against any other party by reason of breach of this Contract, Attorneys' Fees and costs shall be included in such judgment.

25.5 Governing Law. This Contract shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial.

25.6 Entire Contract. This Contract sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

25.7 Time of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Contract.

25.8 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Contract which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full Business Day.

25.9 Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

25.10 Survival. All representations and warranties of Seller set forth in this Contract shall survive the Closing.

25.11 Acceptance Date. This Contract shall be null and void and of no further force and effect unless a copy of same executed by Seller is delivered to Buyer by the close of business on the Acceptance Date.

25.12 Construction of Contract. All of the parties to this Contract have participated freely in the negotiation and preparation hereof; accordingly, this Contract shall not be more strictly construed against any one of the parties hereto.

25.13 Gender. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

26. Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

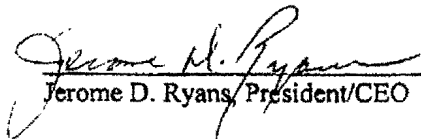

27. Venue. Buyer and Seller agree that any suit, action, or other legal proceeding arising out of or relating to this Contract may be brought in a court of record of the State of Florida in Hillsborough County, in the United States District Court for the Middle District of Florida, or in any other court of competent jurisdiction.



IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

**SELLER:**

**HOUSING AUTHORITY OF THE CITY OF TAMPA, FLORIDA**, a body corporate and politic organized under Chapter 421 of the Florida Statutes

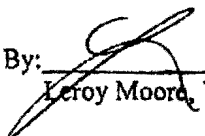
By:  \_\_\_\_\_   
Jerome D. Ryans, President/CEO

**BUYER:**

**WEST RIVER PHASE 1A, LP**, a Florida limited partnership

By: **THA WEST RIVER PHASE 1A, LLC**, a Florida limited liability company, its General Partner

By: **TAMPA HOUSING AUTHORITY DEVELOPMENT CORP.**, a Florida not-for-profit corporation, its Sole Member and Sole Manager

By:  \_\_\_\_\_  
Leroy Moord, Vice-President

c:\tamphous\west river\bethune residences \form\bethune 1 purchase and sale contract 110215 jvc.doc

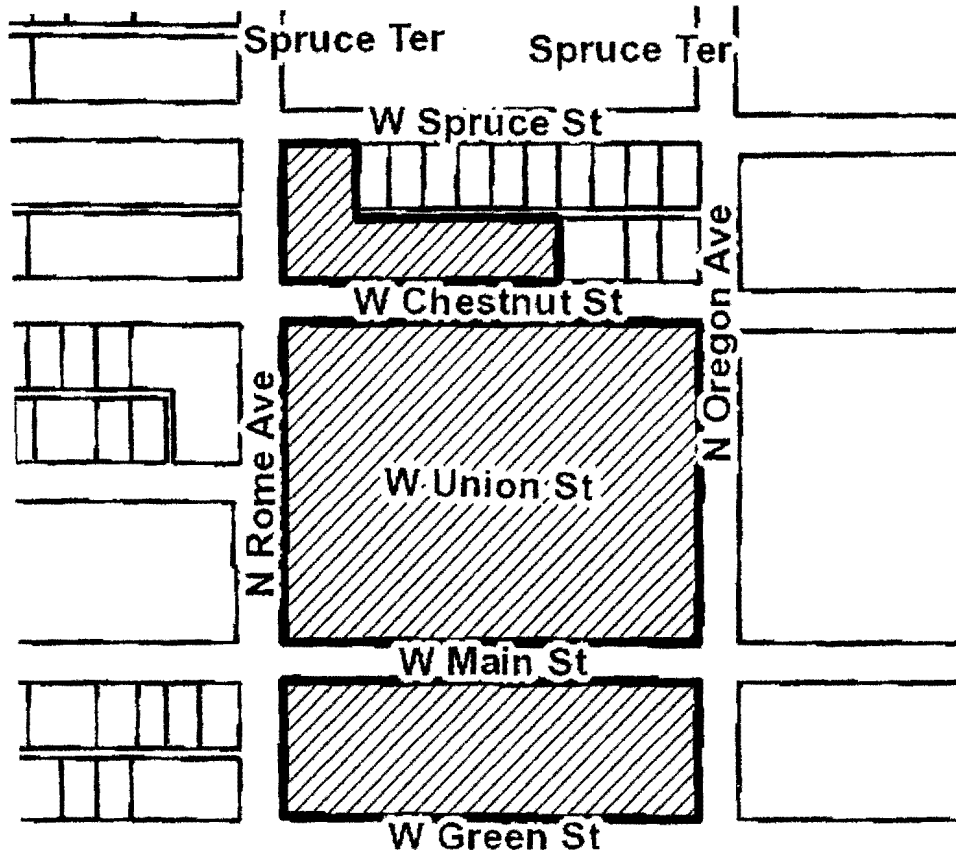
**SCHEDULE OF EXHIBITS**

Exhibit A  
Exhibit B

Sketch of the Land  
Definitions Addendum

EXHIBIT "A"

SKETCH OF THE LAND



Interstate 275 S

7015 Spruce Farms Associates / Hillborough, Florida

## EXHIBIT "B"

### DEFINITIONS ADDENDUM

1. Acceptance Date. November 1, 2015.
2. Attorneys' Fees. All reasonable fees and expenses charged by an attorney for its services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees and expenses charged for representation at the trial level and in all appeals.
3. Business Day. Any day that the banks in Tampa, Florida are open for business, excluding Saturdays and Sundays.
4. Buyer's Attorney. Saxon Gilmore & Carraway, P.A., Fifth Third Center, 201 E. Kennedy, Suite 600, Tampa, FL 33602; Telephone (813) 314-4500; Telecopy (813) 314-4555; Attention: Bernice Saxon.
5. Buyer's Costs. Buyer's documented out-of-pocket costs with respect to the purchase of the Property, including but not limited to charges for surveys, lien searches, title examinations, soil tests, feasibility studies, appraisals, environmental audits, engineering and architectural work, and Attorneys' Fees incurred in the negotiation and preparation of this Contract.
6. Buyer's Intended Use of the Property. Multifamily apartment complex including the construction of the contemplated Improvements as described in the RFA Response.
7. Cash to Close. The Purchase Price less the amount of the Note plus all of Buyer's closing costs specified herein subject to the adjustments herein set forth.
8. Closing. The delivery of the Deed to Buyer concurrently with the delivery of the Purchase Price and Note to Seller.
9. Closing Agent. Seller's Attorney as agent for the Title Company (the "Title Agent") shall be the Closing Agent.
10. Deed. The Special Warranty Deed which conveys the Property from Seller to Buyer.
11. Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

12. Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to Seller or the Property.
13. Hazardous Material. Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, hazardous wastes or substances or toxic wastes or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any applicable Governmental Requirements.
14. Improvements. All buildings, fixtures and related personal property, together with all other structures, on or under the Land.
15. Land. That certain real property located in Hillsborough County, Florida with Folio Number 178296-0000 as shown on the sketch in Exhibit "A" attached to the Contract and made a part thereof, together with all property rights, easements, privileges and appurtenances thereto and all profits derived therefrom.
16. Permitted Exceptions. Such exceptions to title as are set forth in Schedule B - Section 2 of the Title Commitment and are acceptable to Buyer, in its sole and absolute discretion.
17. Permits. All licenses, permits and certificates of occupancy applicable to the Property.
18. Personal Property. All items of personal property owned by Seller located on the Land, and excluding therefrom the personal property that belongs to tenants. Such Personal Property shall include, but not be limited to: (i) all drawings, as-built plans and specifications and all Permits in the possession of Seller; (ii) copyrights, trademarks, servicemarks, trade logos and other marks and trade or business names, relating to the ownership, use, operation and management of the Property, including without limitation the right to use the name "Bethune Residences I at West River"; and (iii) the Property Records.
19. Property. The Land, Improvements, Personal Property, and Property Records.
20. Property Records. Copies of all the following documents relating to the Property to the extent that the same is in Seller's possession: Any and all Permits, appraisals, paid tax bills for the year 2014, tax assessment notices, current Certificates of Occupancy, uncorrected or unpaid building code violation notices, title insurance policies, surveys, site plans, as-built plans and specifications, plats, soil tests, reports, environmental reports and audits, engineering reports and similar technical data and information, and material

correspondence (which shall mean correspondence, other than attorney/client privileged correspondence, which discloses claims, allegations or adverse information regarding the Property or claims, allegations or adverse information that the Property violates any Governmental Requirements, that there is Hazardous Material on or about the Property, or that there are defects, deficiencies or hazardous conditions in or on the Property).

21. Public Funds. Such funds which represent proceeds of loans or grants made by or through a Governmental Authority to Buyer to partially fund Buyer's acquisition of the Property.
22. Seller's Attorney. Saxon Gilmore & Carraway, P.A., Fifth Third Center, 201 E. Kennedy, Suite 600, Tampa, FL 33602; Telephone (813) 314-4500; Telecopy (813) 314-4555; Attention: Bernice Saxon.
23. Title Commitment. An ALTA title insurance commitment (Florida Current Edition) from the Title Company, agreeing to issue the Title Policy to Buyer upon satisfaction of Seller's and Buyer's obligations pursuant to this Contract.
24. Title Company. First American Title Insurance Corporation or such other nationally recognized title insurance company licensed to write title insurance in the State of Florida approved by Buyer.
25. Title Policy. An ALTA Owner's Title Insurance Policy (Florida Current Edition) with Florida modifications in the amount of the Purchase Price, insuring Buyer's title to the Land, subject only to the Permitted Exceptions.

# Attachment

16

**LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM**

Name of Development: Bethune Residences I at West River

Development Location: NE Corner of North Rome Avenue and Main Street, Tampa, Florida  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)


On or before the Application Deadline, the City/County of Tampa committed  
(Name of City or County)

\$ 1,000,000 as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

The source of the grant is: HOME & SHIP  
(e.g., SHIP, HOME, CDBG)

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

  
Signature

Bob Buckhorn  
Print or Type Name

Mayor - City of Tampa  
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 01-14)

RFA 2015-107



# Attachment

17

N/A

# Attachment

18

N/A

# Attachment

19

November 1, 2015

**TERMSHEET**  
**Construction to Perm**

**Via EMAIL**

**West River Phase 1A, LP**  
**C/O Mr. Leroy Moore**  
Tampa Housing Authority Development Corp.  
5301 West Cypress Street  
Tampa, Florida 33607

**RE: Construction to Permanent Loan for Bethune Residences I at West River Tampa, Florida (“the “Project”)**

Dear Mr. Moore:

This letter will serve as a preliminary outline of the terms under which Bank of America, N.A. (the “Bank”) would consider a loan request on the above referenced project. **This letter does not represent an offer or commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by the Bank is subject to, among other things, the completion of the following items, and approval of the loan request under the Bank’s internal approval process. The Bank may decline to approve the loan request. Upon your response to this letter and after providing any additional information which may be necessary, the Bank will proceed with the necessary due diligence to submit the loan request. The proposed terms and conditions are as follows:**

**Project:** To be constructed - 160 -unit apartment complex located in Tampa, Florida

**Borrower:** West River Phase 1A, LP, - form and substance of Borrower must be acceptable to the Bank.

**Reporting Requirements:** Borrower and Guarantors’ financial statements, covenant compliance certificates, property operating statements, leasing summaries shall and any other reports required by Bank shall be provided in detail and frequency as determined by the Bank in its sole discretion.

**Know Your Customer:** Within five (5) business days of opening an account with Bank, Borrower shall have delivered to Bank all due diligence materials necessary and relevant to verifying Borrower’s identity and background information, as deemed necessary by Bank in its sole and absolute discretion.

**Other Requirements:** All of the following to be acceptable to the Bank: documentation and submissions that are standard for loans of this type including, but not limited to, appraisal, ESA, legal documentation, title/survey, proposed standard lease form, front-end cost and document reviews and

acceptance of final budget (includes adequate contingency, interest carry/operating deficit reserve, etc.), review of plans/specs, condition of markets/submarkets, revenue/expenses pro-formas, financial review of Borrower, Guarantor, and general contractor, management agreement and subordination; and (as applicable), proof of tax credit award, equity investor and pay-in schedule, proof of tax-exempt status with respect to ad valorem taxes and other terms and conditions as may be required.

**Confidentiality:** This term sheet is strictly confidential and may not be shared with anyone else other than the owners of Borrower or as the Borrower deems appropriate (understood that the tax credit allocating agency may require placement of this letter on its web-site as part of the tax credit application).

### **CONSTRUCTION LOAN**

**Construction Loan Amount:** Information obtained by the Bank is so far insufficient to establish a loan amount. Based on our general underwriting parameters for what we believe to be similar transactions, the construction loan amount in this transaction would be the least of:

- 1) Up to \$16,466,396 (depends upon the equity bridge utilizing Bank of America Direct Equity) The amount may be smaller if a different equity source is selected;
- 2) 75 % LTC based on final Bank approved construction budget; or
- 3) 80% LTV based on the sum of the "as completed and stabilized" appraised value, including rent restrictions, plus the value of the Low Income Housing Tax Credits (the "LIHTC") at the lesser of the value determined within Bank analysis of market pricing for the proposed market, or the gross amount being paid for the LIHTC's by the syndicator/investor.

**Construction Interest Rate:** Daily Floating 30 day LIBOR + 2.50%. An interest rate protection product from a financial provider acceptable to the Bank may be required prior to funding of a loan. Borrower and any person or entity that at any time provides a guaranty of Borrower's obligations in respect of such interest rate protection (including but not limited to any general partner of any thereof) will be required to be an "eligible contract participant" as such term is defined in the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute. The budget for the project will contain an interest reserve acceptable to Bank.

**Construction Loan Term:** 30 months from the loan closing.

**Construction Loan Amortization:** Interest only for 30 months.

**Construction Loan Fee:** 1.00% of the total Loan Commitment, payable at closing.

**Construction Renewal Options:** An extension of the Construction Loan for six (6) months may be provided at the discretion of the Bank. An extension fee of .50% of the committed Loan amount will be associated with the extension. There may be other charges associated with the extension, such as Bank's legal fees.

**Payment and Performance Guaranty:** 100% guarantee of completion, performance and repayment to be provided by **Banc of America Community Development Corporation and Tampa Housing Authority**. Borrowers that are single-asset entities, principal(s) with general liability or guarantor(s) acceptable to the Bank must be jointly and severally liable for completion of the project and repayment of the financing, including interest and costs. Guarantors to have financial covenants including but not limited to minimum net worth and liquidity – TO BE DETERMINED.

**Collateral:**

- 1) First Lien Deed of Trust on land and improvements constructed thereon.
- 2) UCC filing on furniture, fixtures and equipment.
- 3) Assignment of rents/leases and management/construction/architectural contracts, etc.
- 4) Assignment of partnership interest, including capital contributions.
- 5) Assignment of interest rate hedge agreement, if any.

**General Contractor:** To Be Determined - Entity subject to Bank's full due diligence and approval. Guaranteed maximum price contract required. Payment and performance bond or acceptable Letter of Credit required in an amount and issuer acceptable to the Bank.

**Loan Advances:** Construction loan advances will be made no more frequently than monthly and will be based on the percentage of completion method for actual work in place as confirmed and approved by the Bank and its third party construction consultant. All funds will be advanced into a construction account held by the Bank.

**Project Budget:** Project budget must be approved by the Bank and include:

- 1) Minimum 5% construction contingency (if new construction), or 10% contingency (if rehabilitation of existing improvements);
- 2) Minimum 3% soft cost contingency;
- 3) Sufficient interest reserve to support the Project until it achieves the breakeven. Excess cash flow shall be used first to apply to accrued interest or interest then due with the remainder advanced from interest reserve; and
- 4) Bank may also require other reserves to be established with the Project budget.

**TERM LOAN:**

**Term Loan Amount:** The least of:

- 1) \$6,000,000;
  - 2) 80% LTV based on an appraisal in form and substance acceptable to the Bank, or
  - 3) the principal amount based on debt service payments sufficient to achieve a 1.15X DSCR.
- LTV and DSCR requirement is subject to change upon final underwriting. In the event that the Project demonstrates a declining Net Operating Income in the Proforma, the Term Loan amount will be sized based upon the Project achieving a minimum annual DSCR of 1.05X over a 15 year period.

**Term Loan Interest Rate:** Note rate will be fixed immediately prior to construction closing based upon then applicable market rates for like tenor and character loans. The Bank estimates that, were the Note rate fixed as of the date of this letter:

- **30 Year Amortization** - the rate would be approximately 5.85% (an indicative rate at 11/01/2015). For underwriting purposes the Bank assumed a rate of 6.00%. The interest rate will be forward locked for a period of 30 months. Forward rate lock extension equal to one six-month period, with an extension fee of 0.25% if not converted within 90 days.

**Note:** The indicative rates as presented are based on a 1.15x DSC.



**Term Loan Maturity:** 17 years from the term loan conversion. Yield Maintenance will be required during years 1 through 15.

**Amortization:** 30 years – Bank will work and endeavor to obtain a 35 year amortization execution.

**Term Loan Fees:** The greater of:

- 1) \$7,500.00 or
  - 2) 1.00% of the total Loan Commitment, payable at construction loan closing.
- There will also be a Conversion Fee equal to \$10,000.00 payable at conversion.

**Conversion Terms:**

- 1) Lien free completion.
- 2) Property has stabilized over the prior three consecutive months as evidenced by 90% or greater physical and economic occupancy for each of the three months and achievement of 1:1.15X DSCR for that period.
- 3) Pay-off of the construction loan.

**Guaranty:** Non-recourse exclusions from key principals relating to fraudulent acts, in form and substance acceptable to Bank. Financial condition of key principals will be subject to Bank review and approval.

**Reserves:** The Bank will require a replacement reserve of at least \$300 per unit. Other reserves may be required.

**Property Manager:** JMG Realty, Inc. Entity is subject to Bank's full due diligence and approval.

#### **GENERAL PROVISIONS:**

**Syndicator/Investor:** The equity is expected to be provided by Bank of America N. A. directly, however, if another Syndicator is chosen, the Syndicator and investor are subject to Bank approval. Investor(s) must be admitted into the partnership (or as member of a limited liability corporation) no later than closing of the Construction Loan.

**LIHTC Equity:**

- 1) Borrower must provide evidence satisfactory to Bank that it is entitled to an allocation of state and/or federal LIHTC's and agree to perform all actions necessary to maintain the allocation of those tax credits.
- 2) Bank must review and approve the commitment letter, partnership agreement, and any other documentation evidencing purchase of the LIHTC's.
- 3) Proceeds from the sale or syndication of the LIHTC's must be in an acceptable amount and according to a pay-in schedule and funding conditions acceptable to the Bank.
- 4) Upfront investor limited partner equity shall be at least 10% of the total investor limited partner equity.
- 5) Bank of America, acting as Syndicator/Investor for the project, may elect a different equity pay-in schedule.
- 6) Assignment of tax credits required.
- 7) Initial capital contributions in excess of closing draw or subsequent capital contributions in excess of a concurrent draw request shall be deposited into a Bank controlled account from which pending and subsequent draws shall be funded completely prior to advancing funds from the Construction Loan. In the event Bank and Borrower enter into a Construction Loan Disbursement Escrow

Agreement, Bank will allow initial capital contribution in excess of closing draw may remain in escrow from which pending and subsequent draws are funded.

**Secondary Financing:** Secondary Financing is permitted, subject to Bank approval. Secondary Financing shall be subordinated to the Bank's lien and secondary creditors who have not funded all proceeds prior to Bank proceeds shall execute an intercreditor agreement satisfactory in substance and form to the Bank, which limits and restricts the secondary creditor's rights and remedies without the prior written consent of the Bank. Secondary Financing subordination terms and conditions shall be consistent with provisions contained in Bank's form of subordination agreement and allow the potential refinance of the facilities contemplated herein. All Secondary Financing loan documents, including the subordination agreement, shall be acceptable to the Bank. The loan documents shall provide for traditional restrictions on Borrower encumbrances of the property. It is the Bank's assumption that all Secondary Financing for the Project will be funded prior to or simultaneous with Construction Loan Closing. Sources of Secondary Financing not paid in their entirety at closing and to be provided by governmental agencies (Federal, State, or Local) shall be evidenced by a commitment at closing which shall indicate that the allocation has been approved and funds allocated have been raised, reserved and available, and are not subject to clawback for other governmental priorities and, further, that the commitment does not obligate funds in excess of funds reserved. Any required "must-pay" subordinate debt service shall be underwritten and included in the LTV calculations, as well as factored into the minimum DSCR, with a combined minimum of 1.20:1 DSCR and 80% LTV on all hard debt.

**Upfront Funding Sources:** Total upfront funding, which may include LIHTC equity, developer equity, and/or subordinate debt shall equal a minimum of 15% of total development costs and will be advanced prior to the Bank's Construction Loan.

**Developer Fee Payout Schedule:** Developer fee payout schedule is subject to Bank review and approval. Bank approved pay-in schedule will not necessarily defer to the partnership agreement but shall follow terms finalized for the loan agreement.

**Market Analysis:** Terms herein are subject to Bank's satisfactory review and acceptance of overall market condition, demand/capture rate, absorption estimates, and subject property's rent differential to market.

**Fees and Expenses:** Borrower will pay all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal, environmental, front end costs and document review/inspections, physical needs assessment (for existing projects only), administrative fees (\$1,000) and appraisal. Borrower acknowledges that Bank may receive a benefit, including, without limitation, a discount, credit or other accommodation, from outside counsel based on the fees such counsel may receive on account of their relationship with Bank including, without limitation, fees paid pursuant hereto.

**Deposits:** The Bank may require that the replacement reserve, any operating deficit reserve, operating account, and any other reserves required by other funding parties to the project be maintained at the Bank.

**Regulatory Requirements:** Subject to the review and approval of all regulatory agreements and/or land use restrictions as required for ad valorem tax abatement, Section 8 (HAP), subordinate debt, ground lease, or other sources of funding as applicable. Evidence that ad valorem tax abatement coincides with the real estate collateral required. Attorney opinion of real estate tax abatement applicability may be required.

**Material Adverse Change:** Bank of America's obligations hereunder shall terminate if, prior to closing, Bank of America determines, in its sole judgment, that there shall exist any conditions regarding the property, or the operations, business, assets, liabilities or condition (financial or otherwise, including credit rating) of Borrower or Guarantor, or there shall have occurred a material adverse change in, or there shall exist any material adverse conditions in, the market for syndicated bank credit facilities or the financial, banking, credit or debt capital markets generally, that could be expected to cause the loan to become delinquent or prevent any guarantor from performing its obligations under any guaranty or to materially and adversely affect the value or marketability of the loan or the property or Bank of America's ability to syndicate the loan or the viability of obtaining permanent financing for the Project.

**Assumptions made:** The terms discussed herein are presented, based on the credit conditions in the potential transaction as known by Bank of America. Should additional facts come to light that positively or negatively impact the situation, prices or other requirements quoted here may be adjusted.

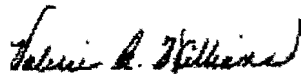
**Expiration:** December 31, 2016

Please understand that this term sheet does not represent an offer or commitment by Bank of America, or any of its affiliated entities, for the proposed new financing, nor does it define all of the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by Bank of America is subject to, among other things, the approval of your loan request under the Bank's approval process. If Bank of America issues a financing commitment in this transaction, it will in all respects supersede this letter.

The undersigned acknowledges and agrees that: (i) the transaction contemplated by this Term Sheet is an arm's length, commercial transaction between you and Bank in which Bank is acting solely as a principal and for its own interest; (ii) Bank is not acting as a municipal advisor or financial advisor to you; (iii) Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to you on other matters); (iv) the only obligations Bank has to you with respect to the transaction contemplated hereby expressly are set forth in this Term Sheet; and (v) Bank is not recommending that you take an action with respect to the transaction contemplated by this Term Sheet, and before taking any action with respect to the contemplated transaction, you should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity. This Term Sheet is provided to you pursuant to and in reliance upon the "bank exemption" provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq.

Sincerely,

Bank of America, N.A.



Name: Valerie A. Williams  
Title: Senior Vice President  
Bank of America  
901 Main, 20<sup>th</sup> Floor  
Dallas, Texas 75202  
Telephone: (214) 209-3219  
email: Valerie.a.williams@baml.com

Agreed to and accepted by:

Signature:  \_\_\_\_\_

Name: Valerie A. Williams

Title: VP of the Sale Member and Sale Manager of GP of Borrower

Date: 1/9/2015

# Attachment

20

**Bank of America**   
**Merrill Lynch**

Community Development Banking  
700 Louisiana, 4<sup>th</sup> Floor  
Houston, Texas 77002  
TX-213-04-08

Cassandra Silvermail  
Senior Vice President  
P 713.247.6645 C 713.702.3884  
Cassandra.Silvermail@bamll.com

November 2, 2015

West River Phase 1A, LP  
c/o Leroy Moore  
Tampa Housing Authority Development Corp.  
5301 West Cypress Street  
Tampa, Florida 33607

Re: Partnership: West River Phase 1A, LP  
Development: Bethune Residences I at West River  
Location: Tampa, Florida

Dear Eileen and Leroy:

Thank you for the opportunity to provide this letter of intent to make an equity investment in the applicant entity, West River Phase 1A, LP, the beneficiary of the equity proceeds, subject to preliminary and final investor approval. Bank of America, N.A. is interested in being the equity investor for the development, Bethune Residences I at West River, a to-be-constructed 160-unit multi-family rental development applying for 9% housing credits. This letter of intent outlines certain terms and conditions that would be the basis of a partnership agreement to be entered into among the member(s) and Bank of America, N.A. as investor member.

Based on the information you provided to us, we have prepared this letter of intent under the following assumptions:

1. Anticipated Annual Housing Credit Allocation (Eligible Housing Credit Request Amount): The annual anticipated tax credit amount is \$2,110,000.
2. Anticipated Dollar Amount of Housing Credit Allocation to be Purchased:  $(\$2,110,000 \times 10 \times .9999) = \$21,097,890$ .
3. Syndication Rate: The Syndication Rate is 106%, or \$1.06 per credit received by Investor.
4. Anticipated Total Amount of Equity to be Provided: The Investor Equity Contribution is \$22,363,764, the product calculated by multiplying the Anticipated Annual Housing Credit Allocation by the number of Credit Years (10), multiplying by Percentage of Ownership and Credit Allocation (99.99%), and multiplying by the Syndication Rate (1.06):  $(\$2,110,000 \times 10 \times 1.06 \times .9999) = \$22,363,764$  (number rounded up).
5. Equity Pay-in Schedule: The Investor will make an equity contribution to the LP in accordance with the following schedule:

*Bethune Residences I at West River LOI*

|   |        |                |
|---|--------|----------------|
| <u>Installment No. 1</u> : Paid simultaneous with the closing of construction financing | 20.0%  | \$ 4,472,753*  |
| <u>Installment No. 2</u> : Paid at 50% construction completion                          | 20.0%  | \$ 4,472,753*  |
| <u>Installment No. 3</u> : Paid at Construction Completion                              | 20.0%  | \$ 4,472,753*  |
| <u>Installment No. 4</u> : Paid at Conversion and Receipt of 8609s                      | 40.0%  | \$ 8,945,505** |
| The total amount of equity being provided by the Investor is:                           | 100.0% | \$22,363,764*  |

\* Number rounded up

\*\*Number rounded down

6. Total Amount of Equity Being Provided Prior to Completion of Construction: The total amount paid prior to the completion of construction (Installments No. 1 and 2) is: \$8,945,506.
7. Commitment Expiration: Please note that this letter of intent shall expire on June 30, 2016. Upon acceptance of this letter of intent, the expiration may be extended if mutually agreed upon by Investor and Partnership. Pricing of \$1.06 per credit to Investor shall be good for the initial term of this letter of intent, however, if extended, pricing will be evaluated 60 to 90 days before closing. Pricing may increase or decrease and will reflect Investor's yield and shareholder requirements at that point in time. In addition, please note that this letter of intent is subject to acceptance of a Bank of America proposal for construction debt, verification of projection assumptions and market information, and completion of our standard underwriting, due diligence and documentation processes. Specific terms of both the equity and debt will be provided upon completion of our normal due diligence process.

The terms of an equity commitment shall include the following:

- Project rents underwritten at a level no greater than 90% of market rents.
- Debt Service Coverage, inclusive of reserves, of 1.15:1 minimum.
- Vacancy/collection loss estimated at 7%, or greater if determined by an appraisal.
- Replacement Reserves of \$350 per unit per year.
- A Lien Free Completion and Development Deficit Guaranty.
- An Operating Deficit Guaranty, representing a minimum of 6 months of operating expenses plus must pay debt service, for a term of 5 years following 3 consecutive months of breakeven operations.
- A compliance period Tax Credit and Recapture Guaranty and Repurchase Agreement from the development entity and principals.
- Adjuster clauses for the delayed delivery or the reduction in credits.

I believe Bank of America's LIHTC equity and affordable housing debt products will provide you with the strength of Bank of America's franchise, as well as competitive pricing, and expedited underwriting and closing.

I look forward to working with you.

Bank of America, N.A.

By: Cassandra Silvermail  
Name: Cassandra Silvermail  
Title: Senior Vice President

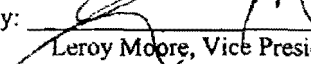
*Bethune Residences I at West River LOI*

**Agreed and Accepted:**

**WEST RIVER PHASE 1A, LP**, a Florida limited partnership

By: THA WEST RIVER PHASE 1A, LLC, a Florida limited liability company, its General Partner

By: TAMPA HOUSING AUTHORITY DEVELOPMENT CORP., a Florida not-for-profit corporation, its Sole Member and Sole Manager

By:   
Leroy Moore, Vice President

Date: 11/2/2015

cc: Valerie Williams, Bank of America Merrill Lynch  
Brian Jarvis, Bank of America Merrill Lynch



# Attachment

21

**LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM**

Name of Development: Bethune Residences I at West River

Development Location: NE Corner of North Rome Avenue and Main Street, Tampa, Florida  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of Tampa committed  
(Name of City or County)

\$ 1,000,000 as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

The source of the grant is: HOME & SHIP  
(e.g., SHIP, HOME, CDBG)

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

  
Signature

Bob Buckhorn  
Print or Type Name

Mayor - City of Tampa  
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 01-14)

RFA 2015-107

# Attachment

22



BOARD OF  
COMMISSIONERS

November 3, 2015

Hazel S. Harvey

Chair

West River Phase 1A, LP  
c/o Leroy Moore  
Tampa Housing Authority Development Corp.  
5301 West Cypress Street  
Tampa, FL 33607

Susan Johnson-Velez

Vice Chair

**RE: Proposed Development: Bethune Residences I at West River**

Dear Mr. Moore:

James A. Obar

This letter is submitted to outline the terms of the loan from the Housing Authority of the City of Tampa, Florida ("THA") to West River Phase 1A, LP (the "Partnership") for purposes of financing and developing the above-referenced proposed Development.

Ben Johnson-Griffin

The terms of THA's loan proposal to the Partnership for construction and permanent financing are as follows:

Rubin E. Padgett

**Borrower:** West River Phase 1A, LP

Bonetra L. Simmons

**Construction and Permanent Loan Amount:** \$1,599,000

**Interest Rate: (Construction & Permanent)** One percent (1%) per annum

Ben Wachsman

**Term:** Ten (10) years

**Repayment:** Principal and interest payments shall be made in installments of varying amounts and shall be paid annually in amounts which shall be determined based on the available cash after repayment of all outstanding debt and equity investors of Partnership based on operations of the Proposed Development as rental housing

**Expiration Date of this Proposal:** December 31, 2016

Jerome D. Ryans  
President/CEO

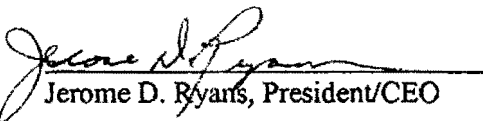
*"Building a World-Class Community, One Family and One Neighborhood at a Time"*

West River Phase 1A, LP  
Page Two

Please acknowledge below your acceptance of this loan and these terms.

Sincerely,

**HOUSING AUTHORITY OF THE CITY OF TAMPA, FLORIDA**, a body corporate and politic organized under Chapter 421 of the Florida Statute

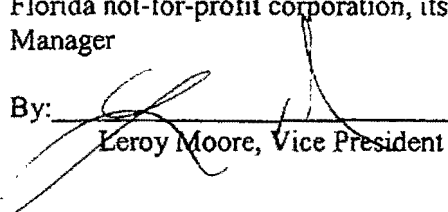
By:   
Jerome D. Ryans, President/CEO

**Acknowledged and Accepted on November 4<sup>th</sup>, 2015:**

**WEST RIVER PHASE 1A, LP**, a Florida limited partnership

By: THA WEST RIVER PHASE 1A, LLC, a Florida limited liability company, its General Partner

By: TAMPA HOUSING AUTHORITY DEVELOPMENT CORP., a Florida not-for-profit corporation, its Sole Member and Sole Manager

By:   
Leroy Moore, Vice President

# Attachment

23



BOARD OF  
COMMISSIONERS

Haze S. Harvey  
Chair

Susan Johnson-Velez  
Vice Chair

James A. Clear

Brian Johnson-Griffin

Rubin E. Padgett

Bernetra L. Smith-Jones

Ben Wackman

Jerome D. Ryans  
President/CEO

November 4, 2015

West River Phase 1A, LP  
c/o Leroy Moore  
Tampa Housing Authority Development Corp.  
5301 West Cypress Street  
Tampa, FL 33607

**RE: Proposed Development: Bethune Residences I at West River**

Dear Mr. Moore:

This letter is submitted to outline the terms of the loan from the Housing Authority of the City of Tampa, Florida ("THA") to West River Phase 1A, LP (the "Partnership") for purposes of financing and developing the above-referenced proposed Development.

The terms of THA's loan proposal to the Partnership for construction and permanent financing are as follows:

**Borrower:** West River Phase 1A, LP

**Construction and Permanent Loan Amount:** \$1,504,999

**Interest Rate: (Construction & Permanent)** One percent (1%) per annum

**Term:** Ten (10) years

**Repayment:** Principal and interest payments shall be made in installments of varying amounts and shall be paid annually in amounts which shall be determined based on the available cash after repayment of all outstanding debt and equity investors of Partnership based on operations of the Proposed Development as rental housing

**Expiration Date of this Proposal:** December 31, 2016

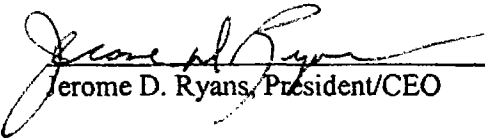
*"Building a World-Class Community, One Family and One Neighborhood at a Time"*

West River Phase 1A, LP  
Page Two

Please acknowledge below your acceptance of this loan and these terms.

Sincerely,

**HOUSING AUTHORITY OF THE CITY OF TAMPA, FLORIDA**, a body corporate and politic organized under Chapter 421 of the Florida Statute

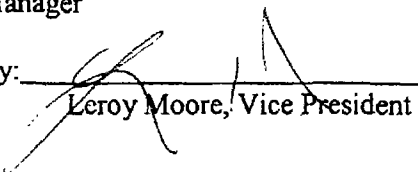
By:   
Jerome D. Ryans, President/CEO

Acknowledged and Accepted on November 4<sup>th</sup>, 2015:

**WEST RIVER PHASE 1A, LP**, a Florida limited partnership

By: THA WEST RIVER PHASE 1A, LLC, a Florida limited liability company, its General Partner

By: TAMPA HOUSING AUTHORITY DEVELOPMENT CORP., a Florida not-for-profit corporation, its Sole Member and Sole Manager

By:   
Leroy Moore, Vice President



**Exhibit A to RFA 2015-107- Housing Credit Financing for Affordable Housing Developments located in Broward, Duval, Hillsborough, Orange, Palm Beach and Pinellas Counties**

**1. Submission Requirements:**

a. Application Withdrawal Disincentive:

The Applicant must indicate which of the following it elects to provide in the Application labeled "Original Hard Copy:"

- (1) \$25,000 Application Withdrawal Cash Deposit, as outlined in Section Three A.3. of the RFA.

Should the Applicant be eligible to receive a refund of the cash deposit, to whom should the refund check be made payable?

The Richman Group of Florida, Inc.

If this information is not provided in the Application, the Corporation shall make the refund check payable to the Applicant.

or

- (2) \$25,000 Letter of Credit, as outlined in the RFA at Section Three A.4. of the RFA.

b. Applicant Certification and Acknowledgement:

The Applicant must include a signed Applicant Certification and Acknowledgement form as **Attachment 1** to Exhibit A, as outlined in Section Four A.1.b. of the RFA.

**2. Demographic Commitment:**

The Applicant must select one (1) Demographic Category:

- a. Family
- b. Elderly – The Applicant must indicate the type of Elderly Development:
  - (1) Elderly ALF
  - (2) Elderly Non-ALF

**3. Applicant Information:**

a. The Applicant must state the name of the Applicant:

City Edge Senior Apartments, Ltd.



b. The Applicant must provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as **Attachment 2**.

c. Is the Applicant applying as a Non-Profit organization?

Yes  No

If "Yes," in order to be considered to be a Non-Profit entity for purposes of this RFA, the Applicant must meet the definition of Non-Profit as set out in Rule Chapter 67-48, F.A.C., answer the following questions, and provide the required information.

(1) Provide the following information for each Non-Profit entity as **Attachment 3**:

- (a) The IRS determination letter;
- (b) The description/explanation of the role of the Non-Profit entity;
- (c) The names and addresses of the members of the governing board of the Non-Profit entity; and
- (d) The articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low-income housing.

(2) Answer the following questions:

(a) Is the Applicant or one of its general partners or managing members incorporated as a Non-Profit entity pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Yes  No

If "No," is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a Non-Profit entity formed pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Yes  No

(b) Is the Applicant or one of its general partners or managing members a 501(c)(3) or 501(c)(4) Non-Profit entity, or is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a 501(c)(3) or 501(c)(4) Non-Profit entity?

Yes  No

(c) Does the Non-Profit entity have an ownership interest, either directly or indirectly, in the general partner or general partnership interest or in the managing member or the managing member's interest in the Applicant?

Yes  No

If "Yes," state the percentage owned in the general partnership or managing member interest: [Click here to enter text.](#)%

(d) Percentage of Developer's fee that will go to the Non-Profit entity: [Click here to enter text.](#)%

(e) Year Non-Profit entity was incorporated (yyyy): [Click here to enter text.](#)

(f) Is the Non-Profit entity affiliated with or controlled by a for-profit entity within the meaning of Section 42(h), Internal Revenue Code?

Yes

No

If "Yes," state name of the for-profit entity:

[Click here to enter text.](#)

d. Principals for the Applicant and for each Developer:

The Applicant must provide the required information for the Applicant and for each Developer as **Attachment 4**.

e. Contact Person for this Application:

First Name: William

Middle Initial: T.

Last Name: Fabbri

Street Address: 477 S. Rosemary Avenue, Suite 301

City: West Palm Beach

State: Florida

Zip: 33401

Telephone: (561) 832-1114

Facsimile: (561) 832-1104

E-Mail Address: fabbri@richmancapital.com

Relationship to Applicant: Executive Vice President of Developer

#### 4. Developer and Management Company Information:

a. General Developer Information:

(1) The Applicant must state the name of each Developer (including all co-Developers):

The Richman Group of Florida, Inc.

[Click here to enter text.](#)

[Click here to enter text.](#)

(2) For each Developer entity listed in question (1) above (that is not a natural person), the Applicant must provide, as **Attachment 5**, the required documentation demonstrating that it is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

(3) General Development Experience:

To be eligible for points, the Applicant must correctly respond to both (a) and (b) below:

- (a) For each experienced Developer entity, the Applicant must provide, as **Attachment 5**, a prior experience chart for at least one (1) experienced Principal of that entity. The prior experience chart for the Principal must reflect the required information for the three (3) completed affordable rental housing developments, one (1) of which must be a Housing Credit development.
- (b) The Applicant must indicate whether the Developer Experience Withdrawal Disincentive criteria outlined in Section Four A.4.a.(3)(b) of the RFA is met.

Yes       No

b. General Management Company Information:

- (1) The Applicant must state the name of the Management Company:

Richman Property Services, Inc.

- (2) The Applicant must provide, as **Attachment 6**, a prior experience chart for the Management Company or a principal of the Management Company reflecting the required information as outlined in Section Four A.4.b. of the RFA.

**5. General Development Information:**

- a. The Applicant must state the name of the proposed Development:

City Edge

- b. Location of Development Site:

- (1) The Applicant must indicate the County: Hillsborough

- (2) Address of Development Site:

The Applicant must state (i) the address number, street name, and name of city and/or (ii) the street name, closest designated intersection, and either name of city or unincorporated area of county:

Robert Tolle Drive, Robert Tolle Drive and Valhalla Pond Drive, Riverview

- c. Development Category / Rental Assistance (RA) Level / Concrete Construction:

- (1) The Applicant must select one (1) applicable Development Category New construction and provide the required information as **Attachment 7**.

Note: The Applicant should refer to Section Four A.5.c. of the RFA before making a selection.

- (2) If Rehabilitation or Acquisition and Rehabilitation is selected at (1) above, the following information must be provided:

- (a) The Applicant must indicate the estimated qualified basis in Rehabilitation expenses per set aside unit within one 24-month period for the buildings(s) being rehabilitated: \$Click here to enter text.
- (b) Was the existing building(s) to be rehabilitated originally built in 1995 or earlier, either originally financed or is it currently financed through one or more of the following HUD or RD programs: sections 202, 236, 514, 515, 516, 811, or either has PBRA or is public housing assisted through ACC, and the proposed Development did not close on funding from HUD or RD after 1995 where the budget was at least \$10,000 per unit for rehabilitation in any year?

Yes       No

- (3) Does the proposed Development meet the requirements to be considered to be concrete construction?

Yes       No

Note: The Applicant should refer to Section Four A.5.c.(3) of the RFA before making a selection.

- d. The Applicant must select one (1) applicable Development Type: Garden Apartments

Note: The Applicant should refer to Section Four A.5.d. of the RFA before making a selection.

- e. Number of Units in Proposed Development:

- (1) The Applicant must state the total number of units: 120

- (2) The Applicant must select the applicable item below:

- (a) Proposed Development consists of 100% new construction units
- (b) Proposed Development consists of 100% rehabilitation units
- (c) Proposed Development consists of a combination of new construction units and rehabilitation units. State the quantity of each type:

120 new construction units and 0 rehabilitation units

- (3) The Applicant must indicate which of the following applies with regard to the occupancy status of any existing units:

- (a) Existing units are currently occupied
- (b) Existing units are not currently occupied
- (c) There are no existing units

- f. Ability to Proceed:

As outlined in Section Four A.5.f. of the RFA, the Applicant must provide the following information to demonstrate Ability to Proceed:

- (1) Status of Site Plan Approval or Plat Approval. The Applicant must provide, as **Attachment 8** to Exhibit A, the applicable properly completed and executed verification form: (a) Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (Form Rev. 11-14) or (b) Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Residential Rental Developments form (Form Rev. 11-14).
- (2) Appropriate Zoning. The Applicant must provide, as **Attachment 9** to Exhibit A, the applicable properly completed and executed verification form: (a) Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Zoning and Land Use Regulations form (Form Rev. 11-14) or (b) Florida Housing Finance Corporation Local Government Verification that Permits are not Required for this Development form (Form Rev. 11-14).
- (3) Availability of Electricity. The Applicant must provide, as **Attachment 10** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 11-14).
- (4) Availability of Water. The Applicant must provide, as **Attachment 11** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 11-14).
- (5) Availability of Sewer. The Applicant must provide, as **Attachment 12** to Exhibit A, an acceptable letter from the service provider or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 11-14).
- (6) Availability of Roads. The Applicant must provide, as **Attachment 13** to Exhibit A, an acceptable letter from the Local Government or the properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 11-14).

#### **6. Proximity:**

In order for Applications for proposed Developments located in the City of Belle Glade or the City of South Bay in Palm Beach County to meet the Mandatory requirement to provide a Development Location Point and to automatically achieve the required Minimum Transit Service Score and the Minimum Total Proximity Score and receive the Maximum Total Proximity Score of 18 points, the Applicant must provide, as **Attachment 14**, the required letter from the City of Belle Glade or the City of South Bay, and the properly completed and executed Surveyor Certification form (Form Rev. 07-15), as outlined in Section Four A.6.a.(1) of the RFA.

In order for Applications for proposed Developments located in any jurisdiction other than the City of Belle Glade or the City of South Bay to meet the Mandatory requirement to provide a Development Location Point and to be eligible for proximity points that are not automatically awarded, the Applicant must provide an acceptable Surveyor Certification form as **Attachment 14**, as outlined in

Section Four A.6.a.(2) of the RFA. The form must reflect the Development Location Point and, if applicable, the Services information for the Bus or Rail Transit Service (if Private Transportation is not selected at question 6.b. below) and Community Services for which the Applicant is seeking points.

a. PHA or RD Proximity Point Boost:

If the proposed Development qualifies for the PHA Point Boost or the RD Point Boost, select (1) or (2) below and provide the required information.

- (1) PHA Point Boost - The proposed Development qualifies for the PHA Point Boost because all of the units in the proposed Development are located on a site(s) with an existing Declaration of Trust between a Public Housing Authority and HUD as demonstrated in the letter provided as **Attachment 14** (as outlined in Section Four A.6.b.(1)(a) of the RFA).
- (2) RD Point Boost – The proposed Development qualifies for the RD Point Boost because the property has existing RD 515 funding as demonstrated in the letter provided as Attachment 18 (as outlined in Sections Four A.6.b.(1)(b) and Four A.11.b.(3)(b) of the RFA).

b. Private Transportation Transit Service:

If the Applicant selected the Elderly Demographic (ALF or Non-ALF) at question 2.b. above, does the Applicant commit to provide private transportation, as outlined in Section Four A.6.c.(1)(a), as its Transit Service?

- Yes       No

c. Mandatory Distance Requirement:

For proximity of the proposed Development to the closest Development latitude and longitude coordinates identified on the September 21, 2015 FHFC Development Proximity List, indicate which of the following applies to this Application.

(1) Applications Eligible for Automatic Qualification:

Applicants that are eligible to select (a) or (b) below will be eligible for the automatic qualification for the Mandatory Distance Requirement.

- (a) The Applicant selected the Rehabilitation or Acquisition and Rehabilitation Development Category at question 5.c.(1) of Exhibit A, the proposed Development involves the Rehabilitation of an existing, occupied residential rental property in operation as of the Application Deadline and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart at question 7.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed Development consists of a total of 250 units or less, unless further restricted by the

Elderly Demographic requirements outlined in Exhibit C.

- (b) The Applicant selected the Redevelopment or Acquisition and Redevelopment Development Category at question 5.c.(1) of Exhibit A and the proposed Development meets all of the following criteria: (i) the Applicant demonstrated its commitment to set aside 30 percent of the total units as ELI Set-Aside units on the Total Set-Aside Breakdown Chart at question 7.b. of Exhibit A, (ii) the proposed Development is classified as RA Level 1 or RA Level 2, (iii) the Percentage of Total Units that will have Rental Assistance is greater than 75 percent, and (iv) the proposed Development consists of a total of 250 units or less, unless further restricted by the Elderly Demographic requirements outlined in Exhibit C.
- (c) The proposed Development is located within the city limits of the City of Belle Glade or the City of South Bay, as demonstrated by the documentation provided as Attachment 14.

Note: RA Levels are described in Section Four A.5.c.(2) of the RFA.

(2) Applications Not Eligible for Automatic Qualification:

Applicants that are not eligible for the automatic qualification for the Mandatory Distance Requirement should follow the instructions outlined in Section Four A.6.d.(2) of the RFA to determine whether the Application meets the Mandatory Distance Requirement and answer the following question:

Do the proposed Development and any Development(s) on the List have one or more of the same Financial Beneficiaries and meet at least one (1) of the following criteria: (a) they are contiguous or divided by a street, and/or (b) they are divided by a prior phase of the proposed Development?

- Yes       No

If "Yes", the Applicant must identify the specific Development(s) on the List that it wishes to disregard (as outlined in Section Four A.6.d.(2) of the RFA):

[Click here to enter text.](#)

**7. Set-Aside Commitments:**

- a. Minimum Set-Aside per Section 42 of the IRC:

The Applicant must select one of the following:

- 20% of units at 50% Area Median Income (AMI) or lower
- 40% of units at 60% AMI or lower
- Deep rent skewing option as defined in Section 42 of the IRC, as amended

- b. Total Set-Aside Breakdown Chart:

The Applicant must reflect on the Total Set-Aside Breakdown Chart below all income set-aside commitments (required set-asides and additional set-asides, including all required ELI set-asides,



as well as the total set-aside percentage) by listing the percentage of residential units, stated in whole numbers, to be set aside at each selected AMI level:

| Total Set-Aside Breakdown Chart |                 |
|---------------------------------|-----------------|
| Percentage of Residential Units | AMI Level       |
| Enter Number%                   | At or Below 25% |
| Enter Number %                  | At or Below 28% |
| Enter Number %                  | At or Below 30% |
| Enter Number %                  | At or Below 33% |
| Enter Number %                  | At or Below 35% |
| 10 %                            | At or Below 40% |
| Enter Number %                  | At or Below 45% |
| Enter Number %                  | At or Below 50% |
| 90 %                            | At or Below 60% |
| Total Set-Aside Percentage:     | 100 %           |

Note: The Applicant should refer to Section Four A.7.b. of the RFA before completing this chart.

**8. Site Control:**

The Applicant must demonstrate site control by providing the following documentation as **Attachment 15**, as outlined at Section Four A.8. of the RFA:

- a. A fully executed eligible contract for purchase and sale for the subject property; and/or
- b. A recorded deed or recorded certificate of title; and/or
- c. A copy of the fully executed long-term lease.

**9. Construction Features and Resident Programs:**

a. Construction Features:

(1) If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 5.c.(1) above, the Applicant must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10.

- Programmable thermostat in each unit (2 points)
- Humidistat in each unit (2 points)
- Water Sense certified dual flush toilets in all bathrooms (2 points)
- Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)
- Energy Star qualified roof coating (2 points) \*
- Energy Star qualified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) \*
- Eco-friendly cabinets – formaldehyde free and material must be certified by the Forest Stewardship Council or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)
- Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)

- High Efficiency HVAC with SEER of at least 16 (2 points) \*\*
- Energy efficient windows in each unit (3 points) †
- Florida Yards and Neighborhoods certification on all landscaping (2 points)
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

\*The Applicant may choose only one option related to Energy Star qualified roofing.

\*\*Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments in Exhibit C.

†See specific requirements per Development Type at Section Four A.9.a.(1) of the RFA.

or

- (2) If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 5.c.(1) above, the Applicant must indicate its commitment to achieve one of the following Green Building Certification programs: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS). Does the Applicant commit to achieve one of these programs?

Yes       No

**b. Resident Programs:**

- (1) If the Applicant selected the Family Demographic at question 2.a. above, the Applicant must select at least three (3) of the following resident programs (which are described at Section Four A.9.b.(1) of the RFA):

- After School Program for Children
- Literacy Training
- Employment Assistance Program
- Family Support Coordinator

- (2) If the Applicant selected the Elderly Non-ALF Demographic at question 2.b.(2) above, the Applicant must select at least three (3) of the following resident programs (which are described at Section Four A.9.b.(2) of the RFA):

- Literacy Training
- Computer Training
- Daily Activities
- Assistance with Light Housekeeping, Grocery Shopping and/or Laundry
- Resident Assurance Check-In Program

**10. Local Government Contributions:**

**a. Applicants Eligible for Automatic Points:**

If the Applicant selected the Development Category of Rehabilitation or Acquisition and Rehabilitation at question 5.c.(1) above, the Application will automatically receive maximum points.

b. Applicants Not Eligible for Automatic Points:

If the Applicant selected the Development Category of New Construction, Redevelopment, or Acquisition and Redevelopment at question 5.c.(1) above, has a Local Government committed to provide a contribution to the proposed Development?

Yes                       No

If "Yes", in order to be considered for points for this section of the RFA, the Applicant must provide the following applicable Local Government Verification of Contribution form(s) as **Attachment 16**:

- (1) Local Government Verification of Contribution – Grant Form;
- (2) Local Government Verification of Contribution – Fee Waiver Form;
- (3) Local Government Verification of Contribution – Loan Form; and/or
- (4) Local Government Verification of Contribution – Fee Deferral Form.

c. Duval County Local Government Qualifying Financial Assistance Funding Preference:

If the proposed Development is located in Duval County, has the Applicant provided Local Government Verification of Contribution forms for cash grants and/or cash loans where the total of the face amounts of these cash contributions is equal to or greater than the minimum qualifying amounts for the proposed Development's Building Type as listed on the table in Section Four, A.10.c. of the RFA?

Yes                       No

**11. Funding:**

a. State the Applicant's Housing Credit Request Amount (annual amount): \$ 1,848,370.00

(1) Difficult Development Area (DDA) and Qualified Census Tract (QCT):

(a) Is the proposed Development located in a HUD-designated DDA, as defined in Section 42(d)(5)(B)(iii), IRC, as amended?

Yes                       No

If "Yes", indicate which DDA: Tampa-St. Petersburg-Clearwater, FL MSA

(b) If the proposed Development is not located in a HUD-designated DDA (as indicated by the Applicant in question (a) above), is it located in a QCT as defined in Section 42(d)(5)(B)(ii) of the IRC, as amended?

Yes                       No

If "Yes", indicate the QCT Number: [Click here to enter text.](#) and provide a copy of a letter from the local planning office or census bureau which verifies that the proposed Development is located in the referenced QCT as **Attachment 17**.

(2) Multiphase Development:

If the proposed Development is a phase of a multiphase Development, as outlined in Section Four A.11.a.(2) of the RFA, indicate which of the following applies:

- (a) The proposed Development is the first phase of a multiphase Development eligible for the HC boost.

or

- (b) The proposed Development is a subsequent phase of a multiphase Development eligible for the HC boost.

b. Other Funding:

(1) If a PLP loan has been awarded for this Development, provide the following information:

|   |  |
|---|--|
| Corporation File #                        | Amount of Funding                            |
| <a href="#">Click here to enter text.</a> | <a href="#">\$ Click here to enter text.</a> |

(2) If any other Corporation funds will be incorporated as a source of financing for the proposed Development, provide the information in the chart below:

| Corporation Program | Corporation File No.           | Amount of Funding               |
|---------------------|--------------------------------|---------------------------------|
| SAIL                | <a href="#">Enter file No.</a> | <a href="#">\$ Enter Amount</a> |
| HOME-Rental         | <a href="#">Enter file No.</a> | <a href="#">\$ Enter Amount</a> |
| MMRB                | <a href="#">Enter file No.</a> | <a href="#">\$ Enter Amount</a> |
| EHCL                | <a href="#">Enter file No.</a> | <a href="#">\$ Enter Amount</a> |

(3) If the proposed Development is assisted with funding under the United States Department of Agriculture RD 515 Program and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation as **Attachment 18** to Exhibit A.

- RD 515                       RD 538

c. Finance Documents:

The Applicant must complete the Development Cost Pro-Forma, the Detail/Explanation Sheet, if applicable, the Construction or Rehab Analysis, and the Permanent Analysis.

d. Non-Corporation Funding Proposals:

The Applicant must attach all funding proposals executed by the lender(s) or other source(s). Insert the documentation for each source as a separate attachment to Exhibit A, beginning with **Attachment 19**, and continuing with sequentially numbered attachments for each additional funding source.

e. Per Unit Construction Funding Preference:

Does the proposed Development qualify for the Per Unit Construction Funding Preference, as outlined at Section Four A.11.e. of the RFA?

Yes

No

\*\*\*\*\*

**Addenda**

The Applicant may use the space below to provide any additional information or explanatory addendum for items in the Application. Please specify the particular Item to which the additional information or explanatory addendum applies.

[Click here to enter text.](#)

**RFA 2015-107 DEVELOPMENT COST PRO FORMA**

(Page 1 of 4)

- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C. Any portion of the fee that has been deferred must be included in Total Development Cost.
  - (2) Because Housing Credit equity is being used as a source of financing, complete Columns 1 and 2.
  - (3) General Contractor's fee is limited to 14% of actual construction cost (A.1.1. Column 3). The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
  - (4) In reference to impact fees, a tax professional's advice should be sought regarding eligibility of these fees.
  - (5) For Application purposes, the maximum hard cost contingency allowed cannot exceed (i) 5% for Developments where 50% or more of the units are new construction, or (ii) 15% for Developments where less than 50% of the units are new construction. In any case, the maximum soft cost contingency allowed cannot exceed 5%. Hard costs are represented by the total of A1.3. TOTAL ACTUAL CONSTRUCTION COSTS and soft costs are represented by the total of A2. TOTAL GENERAL DEVELOPMENT COST. Limitations on these cost line items post-Application are provided in Rule Chapter 67-48, F.A.C. Operating Deficit Reserves (ODR) are not to be included in C. DEVELOPMENT COST and cannot be used in determining the maximum Developer fee. An ODR, if necessary, will be sized in credit underwriting and may be different than the Application limit.
  - (6) Because Housing Credit equity is being used as a source of financing, an estimated compliance fee should be included in column 2
  - (7) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF \* ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL              |
|--|-------------------------------|-------------------------------|-------------------------|
| <b>DEVELOPMENT COSTS</b>   |                               |                               |                         |
| <i>Actual Construction Costs</i>   |                               |                               |                         |
| Accessory Buildings  | 0.00                          |                               | 0.00                    |
| Demolition   |                               |                               |                         |
| New Rental Units   | 11,755,490.00                 |                               | 11,755,490.00           |
| *Off-Site Work (explain in detail)   |                               |                               |                         |
| Recreational Amenities   |                               |                               |                         |
| Rehab of Existing Common Areas   |                               |                               |                         |
| Rehab of Existing Rental Units   |                               |                               |                         |
| Site Work  |                               |                               |                         |
| *Other (explain in detail)   |                               |                               |                         |
| <b>A1.1. Actual Construction Cost</b>  | <b>\$ 11,755,490.00</b>       | <b>\$</b>                     | <b>\$ 11,755,490.00</b> |
| <b>A1.2. General Contractor Fee</b> <sup>See Note (3)</sup><br>(Max. 14% of A1.1., column 3) | <b>\$ 1,151,400.00</b>        | <b>\$</b>                     | <b>\$ 1,151,400.00</b>  |
| <b>A1.3. TOTAL ACTUAL CONSTRUCTION COSTS</b>   | <b>\$ 12,906,890.00</b>       | <b>\$</b>                     | <b>\$ 12,906,890.00</b> |
| <i>General Development Costs</i>   |                               |                               |                         |
| Accounting Fees  | 20,000.00                     |                               | 20,000.00               |
| Appraisal  | 7,500.00                      |                               | 7,500.00                |

RFA 2015-107 DEVELOPMENT COST PRO FORMA

(Page 2 of 4)

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL             |
|--|-------------------------------|-------------------------------|------------------------|
| <i>General Development Costs (Cont'd)</i>              |                               |                               |                        |
| Architect's Fee - Site/Building Design                 | 261,000.00                    |                               | 261,000.00             |
| Architect's Fee - Supervision                          |                               |                               |                        |
| Builder's Risk Insurance                               | 144,000.00                    |                               | 144,000.00             |
| Building Permit  | 100,000.00                    |                               | 100,000.00             |
| Brokerage Fees - Land/Buildings                        |                               |                               |                        |
| Capital Needs Assessment                               | 0.00                          |                               | 0.00                   |
| Engineering Fees                                       | 72,000.00                     |                               | 72,000.00              |
| Environmental Report                                   | 8,500.00                      |                               | 8,500.00               |
| FHFC Administrative Fee                                |                               | 166,353.00                    | 166,353.00             |
| FHFC Application Fee                                   |                               | 3,000.00                      | 3,000.00               |
| FHFC Compliance Fee <small>See Note (6)</small>        |                               | 194,225.00                    | 194,225.00             |
| FHFC Credit Underwriting Fees                          |                               | 12,000.00                     | 12,000.00              |
| Green Building Certification/<br>HERS Inspection Costs |                               | 15,000.00                     | 15,000.00              |
| *Impact Fees (list in detail)                          | 191,040.00                    |                               | 191,040.00             |
| Inspection Fees  |                               | 15,000.00                     | 15,000.00              |
| Insurance  |                               |                               |                        |
| Legal Fees   | 140,000.00                    | 37,500.00                     | 177,500.00             |
| Market Study   | 6,500.00                      |                               | 6,500.00               |
| Marketing/Advertising                                  |                               | 72,000.00                     | 72,000.00              |
| Property Taxes   | 60,000.00                     |                               | 60,000.00              |
| Soil Test Report                                       | 18,000.00                     |                               | 18,000.00              |
| Survey   | 18,000.00                     |                               | 18,000.00              |
| Title Insurance & Recording Fees                       | 51,000.00                     |                               | 51,000.00              |
| Utility Connection Fee                                 | 379,200.00                    |                               | 379,200.00             |
| *Other (explain in detail)                             | 353,387.00                    |                               | 353,387.00             |
| <b>A2. TOTAL GENERAL DEVELOPMENT<br/>COST</b>          | <b>\$ 1,830,127.00</b>        | <b>\$ 515,078.00</b>          | <b>\$ 2,345,205.00</b> |

RFA 2015-107 DEVELOPMENT COST PRO FORMA

(Page 3 of 4)

|  | 1<br>HC ELIGIBLE<br>(HC ONLY) | 2<br>HC INELIGIBLE<br>or SAIL | 3<br>TOTAL              |
|--|-------------------------------|-------------------------------|-------------------------|
| <i>Financial Costs</i>   |                               |                               |                         |
| Construction Loan Origination/<br>Commitment Fee(s)  | 160,910.00                    |                               | 160,910.00              |
| Construction Loan Credit<br>Enhancement Fee(s)   |                               |                               |                         |
| Construction Loan Interest   | 836,731.00                    |                               | 836,731.00              |
| Permanent Loan Origination/<br>Commitment Fee(s)   |                               |                               |                         |
| Permanent Loan Credit<br>Enhancement Fee(s)  |                               |                               |                         |
| Permanent Loan Closing Costs   |                               |                               |                         |
| Bridge Loan Origination/<br>Commitment Fee(s)  |                               |                               |                         |
| Bridge Loan Interest   |                               |                               |                         |
| Non-Permanent Loan(s) Closing<br>Costs   |                               |                               |                         |
| *Other (explain in detail)   |                               |                               |                         |
| <b>A3. TOTAL FINANCIAL COSTS</b>   | <b>\$ 997,641.00</b>          | <b>\$</b>                     | <b>\$ 997,641.00</b>    |
| <b>A4. CONTINGENCY RESERVES</b> <sup>See Note (5)</sup>  | <b>\$ 645,345.00</b>          | <b>\$</b>                     | <b>\$ 645,345.00</b>    |
| <b>B1. ACQUISITION COST OF EXISTING<br/>DEVELOPMENTS (EXCLUDING<br/>LAND) Existing Buildings</b> | <b>\$ 2,160,000.00</b>        | <b>\$</b>                     | <b>\$ 2,160,000.00</b>  |
| <b>B2. *Other (explain in detail)</b>  | <b>\$</b>                     | <b>\$</b>                     | <b>\$</b>               |
| <b>C. DEVELOPMENT COST<br/>(A1.3+A2+A3+A4+B1+B2)</b>   | <b>\$ 18,540,003.00</b>       | <b>\$ 515,078.00</b>          | <b>\$ 19,055,081.00</b> |
| <b>D. DEVELOPER'S FEE</b> <sup>See Note (1)</sup>  | <b>\$ 2,703,213.00</b>        | <b>\$</b>                     | <b>\$ 2,703,213.00</b>  |
| <b>E. OPERATING DEFICIT RESERVES</b> <sup>See Note (5)</sup>                                     |                               |                               |                         |
| <b>F. TOTAL LAND COST</b>  |                               | <b>\$</b>                     | <b>\$</b>               |
| <b>G. TOTAL DEVELOPMENT COST</b> <sup>See Note (7)</sup><br>(C+D+E+F)                            | <b>\$ 21,243,216.00</b>       | <b>\$ 515,078.00</b>          | <b>\$ 21,758,294.00</b> |



RFA 2015-107 DEVELOPMENT COST PRO FORMA

(Page 4 of 4)

Detail/Explanation Sheet

Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.

DEVELOPMENT COSTS

**Actual Construction Cost**

(as listed at Item A1.)

Off-Site Work:

Other:

**General Development Costs**

(as listed at Item A2.)

Impact Fees:   
Transportation - \$149,040; Fire - \$5,880; Park - \$36,120

Other:   
Furnishings, Fixtures & Equipment - \$270,000; Performance Bond - \$83,387

**Financial Costs**

(as listed at Item A3.)

Other:

**Acquisition Cost of Existing Developments**

(as listed at Item B2.)

Other:

NOTE: Neither brokerage fees nor syndication fees can be included in eligible basis. Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer fee. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

RFA 2015-107 DEVELOPMENT COST PRO FORMA

(Page 1 of 2)

**CONSTRUCTION/REHAB ANALYSIS**

|  | AMOUNT                  | LOCATION OF DOCUMENTATION                                |
|--|-------------------------|--|
| <b>A. Total Development Costs</b>  | \$ <u>21,758,294.00</u> |  |
| <b>B. Construction/Rehab Funding Sources:</b>  |                         |  |
| 1. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant. | \$ <u>2,689,110.00</u>  | Attachment <u>19</u>                                     |
| 2. First Mortgage Financing  | \$ <u>16,090,972.00</u> | Attachment <u>20</u>                                     |
| 3. Second Mortgage Financing   | \$ _____                | Attachment _____   |
| 4. Third Mortgage Financing  | \$ _____                | Attachment _____   |
| 5. Grants  | \$ _____                | Attachment _____   |
| 6. HC Equity - Partner's Contribution  | \$ _____                | Attachment _____   |
| 7. HC Equity Bridge Loan   | \$ _____                | Attachment _____   |
| 8. USDA RD Financing:  |                         |  |
| a. RD 515  | \$ _____                | Attachment _____   |
| b. RD 538  | \$ _____                | Attachment _____   |
| 9. Other: <u>Local Match Funds</u>   | \$ <u>275,000.00</u>    | Attachment <u>16</u>                                     |
| 10. Other: _____   | \$ _____                | Attachment _____   |
| 11. Deferred Developer Fee   | \$ <u>2,703,213.00</u>  |  |
| 12. Total Construction/Rehab Funding Sources   | \$ <u>21,758,295.00</u> |  |
| <b>C. Construction/Rehab Funding Surplus</b>   |                         |  |
| (B.12. Total Construction/Rehab Funding Sources, less A. Total Development Costs):   | \$ <u>1.00</u>          | (A negative number here represents a funding shortfall.) |

Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.

RFA 2015-107 DEVELOPMENT COST PRO FORMA

(Page 2 of 2)

| PERMANENT ANALYSIS  | AMOUNT                         | LOCATION OF DOCUMENTATION                                |
|---|--------------------------------|--|
| <b>A. Total Development Costs</b>   | <b>\$ <u>21,758,294.00</u></b> |  |
| <b>B. Permanent Funding Sources:</b>                                      |                                |  |
| 1. HC Syndication/HC Equity Proceeds                                      | \$ <u>17,927,396.00</u>        | Attachment <u>19</u>                                     |
| 2. First Mortgage Financing   | \$ <u>2,360,000.00</u>         | Attachment <u>20</u>                                     |
| 3. Second Mortgage Financing  | \$ _____                       | Attachment _____   |
| 4. Third Mortgage Financing   | \$ _____                       | Attachment _____   |
| 5. Grants   | \$ _____                       | Attachment _____   |
| 6. HC Equity - Partner's Contribution                                     | \$ _____                       | Attachment _____   |
| 7. USDA RD Financing:   |                                |  |
| a. RD 515   | \$ _____                       | Attachment _____   |
| b. RD 538   | \$ _____                       | Attachment _____   |
| 8. Other: <u>Local Match Funds</u>  | \$ <u>275,000.00</u>           | Attachment <u>16</u>                                     |
| 9. Other: _____   | \$ _____                       | Attachment _____   |
| 10. Deferred Developer Fee  | \$ <u>2,703,213.00</u>         |  |
| 11. Total Permanent Funding Sources                                       | <b>\$ <u>23,265,609.00</u></b> |  |
| <b>C. Permanent Funding Surplus</b>                                       |                                |  |
| (B.11. Total Permanent Funding Sources, less A. Total Development Costs): | <b>\$ <u>1,507,315.00</u></b>  | (A negative number here represents a funding shortfall.) |

Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.

# **CITY EDGE**

## **REQUEST FOR APPLICATIONS 2015-107**

### **RFA 2015-107 HOUSING CREDIT FINANCING FOR AFFORDABLE HOUSING DEVELOPMENTS LOCATED IN BROWARD, DUVAL, HILLSBOROUGH, ORANGE, PALM BEACH AND PINELLAS COUNTIES**

**Issued By:  
FLORIDA HOUSING FINANCE CORPORATION**

**To:** Ken Reecy  
Director of Multifamily Programs  
Florida Housing Finance Corporation  
227 N. Bronough Street, Suite 5000  
Tallahassee, FL 32301

**From:** The Richman Group of Florida, Inc.  
477 South Rosemary Avenue, Suite 301  
West Palm Beach, FL 33401  
Phone: 561-832-1114  
Fax: 561-832-1104

**November 5, 2015**

**Copy**

# Attachment

# 1

### **Applicant Certification and Acknowledgement Form**

1. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
2. The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline shall result in the withdrawal of the invitation to enter credit underwriting.
  - a. Within 7 Calendar Days of the date of the invitation to enter credit underwriting:
    - (1) Name and address of the chief elected official of the local jurisdiction where the proposed Development is located;
    - (2) The unit mix for the proposed Development (number of bedrooms per unit, number of baths per unit, and number of units per bedroom type);
    - (3) The number of buildings with dwelling units; and
    - (4) Notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable.
  - b. Within 21 Calendar Days of the date of the invitation to enter credit underwriting:
    - (1) Certification from a licensed environmental provider confirming that a Phase I environmental site assessment has been performed for the entire Development site, and, if applicable, a Phase II environmental site assessment has been or is being performed, as outlined in Item 13 of Exhibit C of the RFA;
    - (2) Confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
      - (a) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or
      - (b) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;

### **Applicant Certification and Acknowledgement Form**

- (3) Confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;
  - (4) Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both;
  - (5) Notification of the percentage of ownership of the Principals of the Applicant;
  - (6) If the Applicant indicates at question 5.e.(3)(a) of Exhibit A that there are existing occupied units, the Applicant must provide to the Credit Underwriter a plan for relocation of existing tenants, as outlined in Section Four A.5.e.(3) of the RFA;
  - (7) Identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant and, if applicable, Service Provider), as outlined in Item 13 of Exhibit C of the RFA. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;
  - (8) If the Applicant selected the Development Category (at question 5.c.(1) of Exhibit A) of New Construction, Redevelopment, or Acquisition and Redevelopment, as outlined in Section Four A.9.a.(2) of the RFA, the Applicant must advise the Corporation of the specific Green Building Certification Program that it commits to achieve: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); or ICC 700 National Green Building Standard (NGBS); and
  - (9) If the Applicant indicated at question 11.a.(2) of Exhibit A that the proposed Development is a phase of a multiphase Development, the attorney opinion letter containing the required information must be provided to the Corporation. The Applicant's invitation to enter credit underwriting will outline information that, at a minimum, must be included in the attorney opinion letter.
3. By submitting the Application, the Applicant acknowledges and certifies that:
- a. The proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 as outlined in Item 4 of Exhibit C of the RFA, and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
  - b. If the Elderly (ALF or Non-ALF) Demographic Commitment is selected, the proposed Development must meet all of the Elderly Demographic requirements as outlined in Items 1, 4, and 5 of Exhibit C of the RFA.

### **Applicant Certification and Acknowledgement Form**

- c. The name of the Applicant entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Carryover Allocation Agreement is in effect. In addition, as further outlined in Item 2 of Exhibit C of the RFA, the Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect.
- d. If the Applicant applies as a Non-Profit entity and meets the requirements outlined in Section Four A.3.c. of the RFA to be considered to be a Non-Profit for purposes of this RFA, it must remain a Non-Profit entity and the Non-Profit entity must (i) receive at least 25 percent of the Developer's fee; and (ii) understand that it is the Non-Profit entity's responsibility to contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period.
- e. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney, Accountant, and Service Provider (if the proposed Development is an Elderly Assisted Living Facility), will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.
- f. The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal.
- g. During credit underwriting, all funded Applications will be held to the number of RA units stated in the applicable letter provided by the Applicant as Attachment 7 to Exhibit A. This requirement will apply throughout the entire Compliance Period, subject to Congressional appropriation and continuation of the rental assistance program.
- h. The total number of units stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.
- i. The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in service prior to the year in which it received its allocation.
- j. The proposed Development will include (i) all construction features commitments made by the Applicant at question 9.a. of Exhibit A, and (ii) all required construction features applicable to the proposed Development, as outlined in Item 4 of Exhibit C of the RFA. The quality of the features committed to by the Applicant is subject to approval of the Board of Directors.



### Applicant Certification and Acknowledgement Form

- k. The proposed Development will include (i) all resident programs commitments made by the Applicant at question 9.b. of Exhibit A, and (ii) all required resident programs applicable to the Demographic selected, as outlined in Item 5 of Exhibit C of the RFA. The quality of the resident programs committed to by the Applicant is subject to approval of the Board of Directors.
- l. The proposed Development will include the required income set-aside units committed to in the Application. The Total Set-Aside Percentage stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.
- m. The Applicant irrevocably commits to set aside units in the proposed Development for a total of 50 years. Note: in submitting its Application, the Applicant knowingly, voluntarily and irrevocably commits to waive, and does hereby waive, for the duration of the 50-year set aside period the option to convert to market, including any option or right to submit a request for a qualified contract, after year fourteen (14), and any other option, right or process available to the Applicant to terminate (or that would result in the termination of) the 50-year set aside period at any time prior to the expiration of its full term.
- n. The Applicant's commitments will be included in an Extended Use Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
- o. The applicable fees outlined in Item 11 of Exhibit C of the RFA will be due as outlined in this RFA, Rule Chapter 67-48, F.A.C., and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter.
- p. The Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation during the scoring, credit underwriting, and final allocation process, as outlined in Item 8 of Exhibit C of the RFA.
- q. The Applicant agrees and acknowledges that the following information and documentation will be provided as outlined in Item 12 of Exhibit C of the RFA: Progress Report (Form Q/M Report); Final Cost Certification Application Package (Form FCCAP); and Financial Reporting Form SR-1.
- r. The Applicant agrees and acknowledges that it will conform to the requirements regarding the use of replacement reserve funds, as outlined in Item 12 of Exhibit C of the RFA.
- s. The Preliminary Recommendation Letter (PRL) for this Development will be due to the Corporation no later than 12 weeks after the invitation to enter credit underwriting has been accepted. The Applicant is responsible for providing the Credit Underwriter with the information necessary to complete the PRL. If the 12 week deadline cannot be met due to any delay caused by the Applicant, the Applicant must request an extension by submitting a written request and payment of the applicable processing fee to the Corporation.
- t. If the Family or Elderly Non-ALF Demographic Commitment is selected at question 2 of Exhibit A, by the deadline established in the Carryover Allocation Agreement, the Applicant shall (i) develop and execute the required Memorandum of Understanding with a designated Special Needs Household Referral Agency that provides supportive services for Persons with a Disabling Condition for the county where the proposed Development will be located and (ii) demonstrate

### **Applicant Certification and Acknowledgement Form**

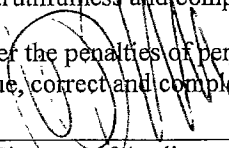
HUD's approval of the owner-adopted preference in admission policies for the Development, as outlined in Section Four A.7.b.(2)(b) of the RFA.

- u. If the Applicant indicated that the proposed Development will be assisted with funding under the RD 538 Program and expects to use such funding as a source of financing, the Section 538 Selection letter sent to the Applicant by RD must be provided to the Credit Underwriter, as outlined in Section Four A.11.b.(3)(c) of the RFA.
  - v. If the Applicant's Housing Credit request is based on the Applicant's contention that the proposed Development is a subsequent phase of a multiphase Development and, during the credit underwriting process, it is determined that the proposed Development does not meet the criteria for such distinction, the Applicant's Competitive Housing Credit award will be rescinded.
4. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
  5. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
  6. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.
  7. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
  8. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
  9. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Form 8821 for all Financial Beneficiaries in order to obtain a recommendation for a Housing Credit Allocation.

### Applicant Certification and Acknowledgement Form

10. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.
11. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

  
\_\_\_\_\_  
Signature of Applicant

*Executive Vice President*  
\_\_\_\_\_  
Title (typed or printed)

*William T. Fabbri*  
\_\_\_\_\_  
Name (typed or printed)

NOTE: The Applicant must provide this form as Attachment 1 to the RFA. The Applicant Certification and Acknowledgement form included in the Application labeled "Original Hard Copy" must contain an original signature (blue ink is preferred).

# Attachment

## 2

# State of Florida



## Department of State

I certify from the records of this office that CITY EDGE SENIOR APARTMENTS, LTD., is a Limited Partnership or limited liability limited partnership organized under the laws of the state of Florida, filed on October 7, 2015.

The document number of this Limited Partnership is A15000000635.

I further certify said Limited Partnership has paid all filing fees due this office through December 31, 2015, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 115A00021289-100815-A1500000635-1/1, noted below.

Authentication Code: 115A00021289-100815-A1500000635-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Eighth day of October, 2015



*Ken Detzner*  
Ken Detzner  
Secretary of State

# Attachment

## 3

Not Applicable

# Attachment

## 4



**Applicant: City Edge Senior Apartments, Ltd.**

**General Partner: City Edge Senior GP, LLC**

Manager: TRG Member of FL II, LLC  
Member: TRG Member of FL II, LLC

**Limited Partner: The Richman Group of Florida, Inc.\***

Officers: Richard P. Richman, Chairman  
Kristin M. Miller, President  
David A. Salzman, Executive Vice President  
William T. Fabbri, Executive Vice President  
Gina K. Dodge, Secretary  
James Hussey, Treasurer  
Samantha Anderes, Assistant Treasurer

Directors: Richard P. Richman

Shareholders: The Richman Group Development Corporation

\*The Richman Group of Florida, Inc. will be replaced as the Applicant's limited partner upon syndication.

**Developer: The Richman Group of Florida, Inc.**

Officers: Richard P. Richman, Chairman  
Kristin M. Miller, President  
David A. Salzman, Executive Vice President  
William T. Fabbri, Executive Vice President  
Gina K. Dodge, Secretary  
James Hussey, Treasurer  
Samantha Anderes, Assistant Treasurer

Directors: Richard P. Richman

Shareholders: The Richman Group Development Corporation

Officers: Kristin M. Miller, President  
David A. Salzman, Executive Vice President  
Gina K. Dodge, Secretary  
James Hussey, Treasurer  
Samantha Anderes, Assistant Treasurer

Directors: Richard P. Richman  
Kristin M. Miller  
Scott Rosenblum

Shareholders: Kristin M. Miller  
David A. Salzman  
Richard P. Richman  
Richman Family 2009 Irrevocable Trust I  
Richman Family 2009 Irrevocable Trust II

# Attachment

5

# *State of Florida*

## *Department of State*

I certify from the records of this office that THE RICHMAN GROUP OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on December 3, 1993.

The document number of this corporation is P93000082822.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on March 31, 2015, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Second day of September, 2015*



*Ken Detjmer*  
*Secretary of State*

Tracking Number: CU2968508601

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**Prior General Development Experience Chart**

Name of Principal with the Required Experience : William Todd Fabbri

Name of Developer Entity: The Richman Group of Florida, Inc.

| Name of Development | Location (City and State) | Affordable Housing Program that Provided Financing                 | Total Number of Units | Year Completed |
|---------------------|---------------------------|--|-----------------------|----------------|
| Royal Palm Key      | Tampa, FL                 | Local Tax-exempt bonds, 4% LIHTC, SHIP                             | 240                   | 2003           |
| Morgan Creek        | Tampa, FL                 | Housing Credits (4%), Local Tax-exempt bonds                       | 336                   | 2004           |
| Summer Lakes        | Naples, FL                | Housing Credits (4%), Local Tax-exempt bonds                       | 140                   | 2004           |
| Spring Haven        | Spring Hill, FL           | MMRB/SAIL, Housing Credits (4%)                                    | 176                   | 2004           |
| Grande Oaks         | Tampa, FL                 | Local Tax-exempt bonds/SHIP, SAIL, Housing Credits (4%)            | 168                   | 2005           |
| Lakeshore           | West Palm Beach, FL       | MMRB/SAIL, Housing Credits (4%)                                    | 192                   | 2005           |
| Belleair Place      | Largo, FL                 | Housing Credits (9%)   | 180                   | 2005           |
| Clarcona Groves     | Orlando, FL               | MMRB/SAIL, Housing Credits (4%)                                    | 264                   | 2006           |
| Summer Lakes II     | Naples, FL                | Local Tax-exempt bonds, SAIL, Housing Credits (4%)                 | 276                   | 2007           |
| Manatee Cove        | Melbourne, FL             | Local Tax-exempt bonds, SAIL, Housing Credits (4%)                 | 192                   | 2006           |
| Meridian Pointe     | Tampa, FL                 | Local Tax-exempt bonds, SHIP, SAIL, Housing Credits (4%)           | 360                   | 2006           |
| Lake Kathy          | Tampa, FL                 | Local Tax-exempt bonds, SAIL, Housing Credits (4%)                 | 360                   | 2006           |
| Claymore Crossings  | Tampa, FL                 | Local Tax-exempt bonds, SAIL, Housing Credits (4%)                 | 260                   | 2007           |
| Brook Haven         | Brooksville, FL           | MMRB/SAIL, Housing Credits (4%)                                    | 160                   | 2007           |
| Spring Haven II     | Spring Hill, FL           | MMRB/SAIL, Housing Credits (4%)                                    | 88                    | 2007           |
| Brandywine          | Tampa, FL                 | Local Tax-exempt bonds, SAIL, Housing Credits (4%)                 | 144                   | 2007           |
| Clear Harbor        | Pinellas Park, FL         | State Tax-exempt bonds, SAIL, Housing Credits (4%)                 | 84                    | 2008           |
| Laurel Oaks I       | Leesburg, FL              | Local Tax-exempt bonds, 4% LIHTC, SAIL                             | 144                   | 2008           |
| Laurel Oaks II      | Leesburg, FL              | Local Tax-exempt bonds, 4% LIHTC                                   | 108                   | 2008           |
| Savannah Springs    | Jacksonville, FL          | FHFC Tax Exempt Bonds, 4% LIHTC, SAIL                              | 234                   | 2008           |
| Timber Trace        | Titusville, FL            | Local Tax-exempt bonds, 4% LIHTC, SAIL                             | 204                   | 2008           |
| Hudson Ridge        | Hudson, FL                | Tax Exempt Bonds, 4% LIHTC, SAIL Loan & ELI Loan                   | 168                   | 2009           |
| Autumn Place        | Tampa, FL                 | Tax Exempt Bonds, 4% LIHTC, SAIL Loan & ELI Loan                   | 120                   | 2009           |
| Hunt Club           | Tampa, FL                 | Local Tax Exempt Bonds; SAIL, SHIP                                 | 96                    | 2009           |
| Mariner's Cay       | Spring Hill, FL           | FHFC Tax Exempt Bonds, 4% LIHTC, SAIL Loan & ELI Loan              | 160                   | 2009           |
| Spanish Trace       | Tampa, FL                 | FHFC Tax Exempt Bonds, SAIL, 4%LIHTC                               | 120                   | 2008           |
| Sabal Ridge         | Tampa, FL                 | Housing Credits 9%   | 108                   | 2010           |
| Cross Creek         | Tampa, FL                 | Housing Credits 9%   | 192                   | 2010           |
| Booker Creek        | St. Petersburg, FL        | Local Tax Exempt bonds, 4% LIHTC, SHIP/HOME and local County funds | 156                   | 2010           |

|                           |                    |   |     |      |
|---------------------------|--------------------|---|-----|------|
| Kensington Gardens        | Riverview, FL      | Housing Credits 9%  | 180 | 2010 |
| Parkway Place Apts        | Melbourne, FL      | 9% LIHTC and TCAP Funds   | 96  | 2011 |
| Grand Reserve Apts        | Zephyrhills, FL    | 9% LIHTC and TCAP Funds   | 160 | 2011 |
| Fort King Colony Apts     | Zephyrhills, FL    | FHFC Tax Exempt Bonds (NIBP Bonds) 4% LIHTC and TCEP Funds                    | 120 | 2011 |
| Sabal Ridge Apartments II | Tampa, FL          | Local Tax Exempt Bonds (NIBP Bonds), 4% LIHTC and Local SHIP/HOME Funds       | 108 | 2011 |
| Cristina Woods Apartments | Riverview, FL      | Local Tax Exempt Bonds (NIBP Bonds), 4% LIHTC and Local SHIP Funds            | 108 | 2012 |
| Bennett Creek Apartments  | Jacksonville, FL   | Local Tax Exempt Bonds (NIBP Bonds), 4% LIHTC, and local County funds         | 264 | 2012 |
| Landings at Timberleaf    | Orlando, FL        | FHFC Tax Exempt Bonds (NIBP Bonds), 4% LIHTC, FHFC HOME, and Local HOME Funds | 240 | 2012 |
| Bayside Court             | Largo, FL          | Local Tax Exempt bonds, 4% LIHTC, Local Funds                                 | 144 | 2012 |
| Kensington Gardens II     | Riverview, FL      | Local Tax Exempt bonds, 4% LIHTC, Local Funds                                 | 96  | 2012 |
| Colonial Lakes            | Lake Worth, FL     | Local Tax Exempt bonds, NSPII funds, 4%LIHTC                                  | 120 | 2012 |
| West Brickell Tower       | Miami, FL          | 9% LIHTC  | 32  | 2014 |
| Vista Grande              | Miami, FL          | 9% LIHTC  | 89  | 2014 |
| West Brickell View        | Miami, FL          | 9% LIHTC  | 64  | 2014 |
| Santos Isle               | Tarpon Springs, FL | 9% LIHTC  | 50  | 2014 |

**Total      7538**

\*The Richman Group of Florida, Inc is a subsidiary of The Richman Group Development Corp

# Attachment

6

Prior General Management Experience Chart

Name of Management Company or a Principal of the Management Company with the Required Experience: **Richman Property Services, Inc.**

| Name of Development        | Location (City & State) | Currently Managing or Formerly Managed | Length of Time (Number of Years) | Total Number of Units |
|----------------------------|-------------------------|--|----------------------------------|-----------------------|
| Autumn Place               | Temple Terrace, FL      | Currently Managing                     | 6 years                          | 120                   |
| Brandywine                 | Tampa, FL               | Currently Managing                     | 8 years                          | 144                   |
| Brookhaven                 | Brooksville, FL         | Currently Managing                     | 8 years                          | 160                   |
| Claymore Crossings         | Tampa, FL               | Currently Managing                     | 8 years                          | 260                   |
| Belleair Place             | Clearwater, FL          | Currently Managing                     | 10 years                         | 180                   |
| Villages of Naranja        | Homestead, FL           | Formerly Managed                       | 7 years                          | 259                   |
| Stoddert Place             | Pensacola, FL           | Currently Managing                     | 15 years                         | 320                   |
| Riverview House            | Lake Worth, FL          | Currently Managing                     | 14 years                         | 160                   |
| Lake Kathy                 | Brandon, FL             | Formerly Managed                       | 8 years                          | 360                   |
| College Park               | Naples, FL              | Currently Managing                     | 16 years                         | 210                   |
| Windover Woods             | Titusville, FL          | Currently Managing                     | 17 years                         | 128                   |
| Garden Walk                | Miami, FL               | Currently Managing                     | 17 years                         | 228                   |
| Clear Harbor               | Pinellas, FL            | Currently Managing                     | 7 years                          | 84                    |
| Grande Oaks                | Tampa, FL               | Currently Managing                     | 10 years                         | 168                   |
| Laurel Oaks I              | Leesburg, FL            | Currently Managing                     | 6 years                          | 144                   |
| Laurel Oaks II             | Leesburg, FL            | Currently Managing                     | 7 years                          | 108                   |
| Rivercrest                 | Melbourne, FL           | Currently Managing                     | 17 years                         | 180                   |
| Kyle's Run                 | Vero Beach, FL          | Currently Managing                     | 16 years                         | 200                   |
| San Sherri                 | Homestead, FL           | Currently Managing                     | 17 years                         | 80                    |
| Mira Verde                 | LaBelle, FL             | Currently Managing                     | 16 years                         | 140                   |
| Royal Palm Key             | Tampa, FL               | Currently Managing                     | 12 years                         | 240                   |
| The Landings               | Homestead, FL           | Currently Managing                     | 19 years                         | 101                   |
| Morgan Creek               | Tampa, FL               | Currently Managing                     | 11 years                         | 336                   |
| Summer Lakes I             | Naples, FL              | Currently Managing                     | 11 years                         | 140                   |
| Summer Lakes II            | Naples, FL              | Currently Managing                     | 8 years                          | 276                   |
| Mallards Landing           | West Palm Beach, FL     | Currently Managing                     | 12 years                         | 163                   |
| Spring Haven               | Spring Hill, FL         | Currently Managing                     | 10 years                         | 176                   |
| Spring Haven II            | Spring Hill, FL         | Currently Managing                     | 8 years                          | 88                    |
| Meridian Pointe            | Tampa, FL               | Currently Managing                     | 9 years                          | 360                   |
| Clarcona Groves            | Oriando, FL             | Currently Managing                     | 9 years                          | 264                   |
| Lakeshore                  | West Palm Beach, FL     | Currently Managing                     | 10 years                         | 192                   |
| The Landings at Timberleaf | Orlando, FL             | Currently Managing                     | 8 years                          | 240                   |
| Santa Fe I                 | Gainesville, FL         | Currently Managing                     | 8 years                          | 66                    |
| Santa Fe II                | Gainesville, FL         | Currently Managing                     | 8 years                          | 129                   |
| Hunt Club                  | Tampa, FL               | Currently Managing                     | 6 years                          | 96                    |
| Mariners Cay               | Spring Hill, FL         | Currently Managing                     | 7 years                          | 160                   |
| Hudson Ridge               | Port Richey, FL         | Currently Managing                     | 7 years                          | 168                   |
| Spanish Trace              | Tampa, FL               | Currently Managing                     | 7 years                          | 120                   |

# Attachment

7



Not Applicable

# Attachment

## 8

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION OF STATUS  
OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS**

FHFC Application Reference: RFA 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: City Edge

Robert Tolle Drive, Robert Tolle Drive and Valhalla Pond Drive, Riverview

Development Location: \_\_\_\_\_

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

Zoning Designation: PD

Mark the applicable statement:

1.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process. The final site plan, in the zoning designation stated above, was approved on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
  
2.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process, and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work and/or the rehabilitation work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed.  
  
The necessary approval and/or review was performed on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
  
3.  The above-referenced Development, in the zoning designation stated above, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

**CERTIFICATION**

I certify that the City/County of Hillsborough has vested in me the authority to verify status of site plan

(Name of City or County)

Approval as specified above and I further certify that the information stated above is true and correct.

Roy Mazur 9/29/15  
Signature

Roy Mazur  
Print or Type Name

Division Director - Development Services  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If this certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

## 9

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING  
AND LAND USE REGULATIONS**

FHFC Application Reference: RFA 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: City Edge

Robert Tolle Drive, Robert Tolle Drive and Valhalla Pond Drive, Riverview

Development Location: \_\_\_\_\_

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

- (1) The zoning designation for the above referenced Development location is PD for MF + ZONING; and
- (2) The proposed number of units and intended use are consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

**CERTIFICATION**

I certify that the City/County of Hillsborough has vested in me the authority to verify  
(Name of City/County)

consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Signature \_\_\_\_\_

9/28/15

Print or Type Name

Joe Moreda

Print or Type Title

Zoning Administrator

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

10

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ELECTRICITY**

FHFC Application Reference: RFA 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: City Edge

Robert Tolle Drive, Robert Tolle Drive and Valhalla Pond Drive, Riverview

Development Location: \_\_\_\_\_

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Electricity is available to the proposed Development, subject to item 2 below.
2. To access such electric service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

Lena Kirby  
Signature

Lena Kirby  
Print or Type Name

Customer Engineering Representative  
Print or Type Title

Tampa Electric Company  
Name of Entity Providing Service

702 Franklin St. N  
Address (street address, city, state)

Tampa, Fl. 33602

813-275-3525  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

11



FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER

FHFC Application Reference: RFA 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: City Edge

Robert Tolle Drive, Robert Tolle Drive and Valhalla Pond Drive, Riverview

Development Location: \_\_\_\_\_

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Potable water is available to the proposed Development, subject to item 2 below. ✓
2. To access such water service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development.

CERTIFICATION

I certify that the foregoing information is true and correct.

[Signature]  
Signature

Juanne Brewer  
Print or Type Name

G.M.T. - P.O.  
Print or Type Title

Hillsborough County - P.O.  
Name of Entity Providing Service

332 N. Walker Ave Rd.  
Address (street address, city, state)

Tampa, FL

813 272-5977 #43139  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

12

**FLORIDA HOUSING FINANCE CORPORATION  
 VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - SEWER CAPACITY,  
 PACKAGE TREATMENT, OR SEPTIC TANK**

FHFC Application Reference: 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: City Edge

Robert Tolle Drive, Robert Tolle Drive and Valhalla Pond Drive, Riverview

Development Location: \_\_\_\_\_

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Sewer Capacity, Package Treatment, or Septic Tank is available to the proposed Development, subject to item 2 below. ✓
2. To access such waste treatment service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, and install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

[Signature]  
 Signature

Hillsborough County PUD  
 Name of Entity Providing Service

James Brewer  
 Print or Type Name

332 N. Fallon King Rd.  
 Address (street address, city, state)

G.M. I - PUD  
 Print or Type Title

Tampa, FL

813 772 5977 44339  
 Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

13

**FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS**

FHFC Application Reference: RFA 2015-107

Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application.

Name of Development: City Edge

Robert Tolle Drive, Robert Tolle Drive and Valhalla Pond Drive, Riverview

Development Location: \_\_\_\_\_

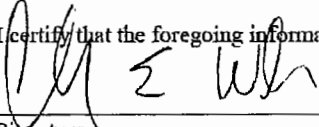
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development.
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development.
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

  
\_\_\_\_\_  
Signature

Charles E. White  
\_\_\_\_\_  
Print or Type Name

Transportation Review Manager  
\_\_\_\_\_  
Print or Type Title

Hillsborough County  
\_\_\_\_\_  
Name of Entity Providing Service

601 E. Kennedy Blvd. 22nd FL  
\_\_\_\_\_  
Address (street address, city, state)

Tampa, Florida 33601-1110  
\_\_\_\_\_

813-307-4513  
\_\_\_\_\_  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

# Attachment

14

**SURVEYOR CERTIFICATION FORM**

Name of Development: City Edge  
Robert Tolle Drive, Robert Tolle Drive and Valhalla Pond Drive, Riverview  
 Development Location: \_\_\_\_\_

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site<sup>1</sup> where the Development Location Point is located.)

The undersigned Florida licensed surveyor confirms that the method used to determine the following latitude and longitude coordinates conforms to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C.:

*\*All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).*

|  |                        |                      |   |                        |                      |   |
|--|------------------------|----------------------|---|------------------------|----------------------|---|
| State the Development Location Point: <sup>2</sup> | N <u>27</u><br>Degrees | <u>53</u><br>Minutes | <u>53.25</u><br>Seconds (represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>20</u><br>Minutes | <u>14.98</u><br>Seconds (represented to 2 decimal places) |
|--|------------------------|----------------------|---|------------------------|----------------------|---|

To be eligible for proximity points, Degrees and Minutes must be stated as whole numbers and Seconds must be represented to 2 decimal places.

Transit Service - State the latitude and longitude coordinates for one (1) Transit Service on the chart below.<sup>3</sup>

|  | Latitude           |                  |  | Longitude          |                  |  |
|--|--------------------|------------------|--|--------------------|------------------|--|
| Public Bus Stop  | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) |
| Public Bus Transfer Stop   | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) |
| Public Bus Rapid Transit Stop  | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) |
| SunRail Station, MetroRail Station, or TriRail Station   | N _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) | W _____<br>Degrees | _____<br>Minutes | _____<br>Seconds (represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Transit Service is: |                    |                  |  |                    |                  | ____ Miles   |

Community Services - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.<sup>3</sup>

| Grocery Store:   | Latitude               |                      |   | Longitude              |                      |   |
|--|------------------------|----------------------|---|------------------------|----------------------|---|
| Name - <u>Super Target</u><br>Address - <u>10150 Bloomingdale Ave,</u><br><u>Riverview</u>   | N <u>27</u><br>Degrees | <u>53</u><br>Minutes | <u>43.26</u><br>Seconds (represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>20</u><br>Minutes | <u>01.67</u><br>Seconds (represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Grocery Store is: |                        |                      |   |                        |                      | <u>0.30</u> Miles   |

Initials of Surveyor RCW

RFA 2015-107  
 (Form Rev.07-15)

**SURVEYOR CERTIFICATION FORM**

| Medical Facility:   | Latitude               |                      |  | Longitude              |                      |  |
|---|------------------------|----------------------|--|------------------------|----------------------|--|
| Name - <u>Centra Care</u><br>Address - <u>10222 Bloomingdale Ave.</u><br><u>Riverview</u>   | N <u>27</u><br>Degrees | <u>53</u><br>Minutes | <u>39.18</u><br>Seconds<br>(represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>19</u><br>Minutes | <u>56.60</u><br>Seconds<br>(represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Medical Facility is: |                        |                      |  |                        | <u>0.43</u> Miles    |  |
| Pharmacy:   | Latitude               |                      |  | Longitude              |                      |  |
| Name - <u>Super Target Pharmacy</u><br>Address - <u>10150 Bloomingdale Ave.</u><br><u>Riverview</u>   | N <u>27</u><br>Degrees | <u>53</u><br>Minutes | <u>43.26</u><br>Seconds<br>(represented to 2 decimal places) | W <u>82</u><br>Degrees | <u>20</u><br>Minutes | <u>01.67</u><br>Seconds<br>(represented to 2 decimal places) |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Pharmacy is:         |                        |                      |  |                        | <u>0.30</u> Miles    |  |
| Public School:  | Latitude               |                      |  | Longitude              |                      |  |
| Name - _____<br>Address - _____   | N _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds<br>(represented to 2 decimal places)        | W _____<br>Degrees     | _____<br>Minutes     | _____<br>Seconds<br>(represented to 2 decimal places)        |
| Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Public School is:    |                        |                      |  |                        | _____ Miles          |  |

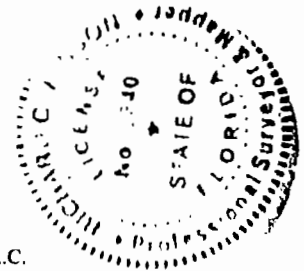
If the Corporation discovers that there are any false statements made in this certification, the Corporation will forward a copy to the State of Florida Department of Business and Professional Regulation for investigation.

**CERTIFICATION** - Under penalties of perjury, I declare that the foregoing statement is true and correct.

Richard C. Hinson 9/28/15  
Signature of Florida Licensed Surveyor

LS3840  
Florida License Number of Signatory

Richard C. Hinson, PSM  
Print or Type Name of Signatory



Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

This certification consists of 3 pages. This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. If the certification is inappropriately signed, the Application will not be eligible to receive proximity points. If this certification contains corrections or 'white-out', or if it is altered or retyped, the form will not be considered. The certification may be photocopied. To be considered for scoring purposes, at least pages 1 and 2 of this 3 page certification form must be provided by the Applicant.



**SURVEYOR CERTIFICATION FORM**

<sup>1</sup>“Scattered Sites,” as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a “Scattered Site”). For purposes of this definition “contiguous” means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street.

<sup>2</sup>“Development Location Point” means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.

<sup>3</sup>The latitude and longitude coordinates for all Proximity Services must represent a point as outlined on the Coordinates Location Chart set out below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds represented to 2 decimal places. If the degrees and minutes are not stated as whole numbers and the seconds are not represented to 2 decimal places, the Applicant will not be eligible for proximity points for that service.

| Coordinates Location Chart          |  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
|-------------------------------------|--|---------------------------|-----------------------|----------------|--------------------------|-------------------|----------------------|------------------|------------------|-----------------------------|------------------------|----------------------|------------------------------|-------------------------------------|--------------------|-----------------------|------------------------------|----------------------|------------------------------|-------------------------|------------------------------|--------------------------|------------------------------|-----------------------------------|------------------------------|
| Service                             | Location where latitude and longitude coordinates must be obtained   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Community Services                  | Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Transit Services                    | <p>For Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, TriRail Rail Stations and MetroRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the bus or train.</p> <p>For the following Phase 1 SunRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the train:</p> <p style="text-align: center;"><b>Phase 1 SunRail Station Name</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Altamonte Springs Station</td> <td style="width: 50%;">Church Street Station</td> </tr> <tr> <td>DeBary Station</td> <td>Florida Hospital Station</td> </tr> <tr> <td>Lake Mary Station</td> <td>LYNX Central Station</td> </tr> <tr> <td>Longwood Station</td> <td>Maitland Station</td> </tr> <tr> <td>Orlando Amtrak/ORMC Station</td> <td>Sand Lake Road Station</td> </tr> <tr> <td>Sanford/SR46 Station</td> <td>Winter Park/Park Ave Station</td> </tr> </table> <p>For the following Phase 2 SunRail Rail Stations, coordinates must represent coordinates listed below:</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;"><b>Phase 2 SunRail Station Name</b></th> <th style="text-align: left;"><b>Coordinates</b></th> </tr> </thead> <tbody> <tr> <td>Deland Amtrak Station</td> <td>N 29 01 02.25, W 81 21 09.24</td> </tr> <tr> <td>Meadow Woods Station</td> <td>N 28 23 12.19, W 81 22 26.59</td> </tr> <tr> <td>Osceola Parkway Station</td> <td>N 28 20 35.55, W 81 23 24.07</td> </tr> <tr> <td>Kissimmee Amtrak Station</td> <td>N 28 17 34.93, W 81 24 17.37</td> </tr> <tr> <td>Poinciana Industrial Park Station</td> <td>N 28 15 32.04, W 81 29 08.17</td> </tr> </tbody> </table> | Altamonte Springs Station | Church Street Station | DeBary Station | Florida Hospital Station | Lake Mary Station | LYNX Central Station | Longwood Station | Maitland Station | Orlando Amtrak/ORMC Station | Sand Lake Road Station | Sanford/SR46 Station | Winter Park/Park Ave Station | <b>Phase 2 SunRail Station Name</b> | <b>Coordinates</b> | Deland Amtrak Station | N 29 01 02.25, W 81 21 09.24 | Meadow Woods Station | N 28 23 12.19, W 81 22 26.59 | Osceola Parkway Station | N 28 20 35.55, W 81 23 24.07 | Kissimmee Amtrak Station | N 28 17 34.93, W 81 24 17.37 | Poinciana Industrial Park Station | N 28 15 32.04, W 81 29 08.17 |
| Altamonte Springs Station           | Church Street Station  |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| DeBary Station                      | Florida Hospital Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Lake Mary Station                   | LYNX Central Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Longwood Station                    | Maitland Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Orlando Amtrak/ORMC Station         | Sand Lake Road Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Sanford/SR46 Station                | Winter Park/Park Ave Station   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| <b>Phase 2 SunRail Station Name</b> | <b>Coordinates</b>   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Deland Amtrak Station               | N 29 01 02.25, W 81 21 09.24   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Meadow Woods Station                | N 28 23 12.19, W 81 22 26.59   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Osceola Parkway Station             | N 28 20 35.55, W 81 23 24.07   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Kissimmee Amtrak Station            | N 28 17 34.93, W 81 24 17.37   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |
| Poinciana Industrial Park Station   | N 28 15 32.04, W 81 29 08.17   |                           |                       |                |                          |                   |                      |                  |                  |                             |                        |                      |                              |                                     |                    |                       |                              |                      |                              |                         |                              |                          |                              |                                   |                              |

If there is no exterior public entrance to the Community Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location.

RFA 2015-107  
(Form Rev.07-15)

# Attachment

15

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (“**Agreement**”) is made as of the Effective Date (as defined below) by and between **The Richman Group of Florida, Inc.**, a Florida corporation (“**Seller**”), and **City Edge Senior Apartments, Ltd.**, Florida limited partnership, and/or its assigns (“**Purchaser**”).

In consideration of the mutual promises hereinafter set forth, Seller and Purchaser mutually agree as follows:

1. **Purchase and Sale.** Seller in contract purchaser of certain property, which Seller agrees to purchase from the fee owner, and to sell and convey and Purchaser agrees to purchase all of those certain tracts and parcels of land owned by Seller located at Robert Tolle Drive and Valhalla Pond Drive, Riverview, Hillsborough County, Florida, as described on **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter described as the “**Property**”), upon which Purchaser intends to construct a 120 unit multifamily residential project together with related amenities and accessory uses (the “**Contemplated Improvements**”).

2. **Property.** The Property shall include all of the right, title and interest of Seller in and to the following:

a. All easements, rights of way, privileges, licenses, appurtenances and any other rights, privileges and benefits belonging to the owner of, running with title to, or in any way related to, the Property;

b. All land use or other consents, authorizations, variances, waivers, licenses, permits, approvals, development orders, or any other entitlements issued or granted by or from any governmental authority with respect to the Property;

c. All percolation, soil, topographical, traffic, engineering and environmental reports or studies in the possession or control of the Seller, and all riparian, littoral rights, title to submerged lands and other water rights related to or benefiting the Property;

d. All utility mains, service laterals, hydrants, connections, hook-ups and valves located on, or adjacent to, and servicing or available to service the Property;

e. All rights to any impact fee credits associated with the Property, if any;

f. All improvements located on the Property;

g. All tangible personal property and intangible personal property associated with the Property, including but not limited to licenses, permits, plans and specifications; and

h. Any and all other agreements, contracts, covenants, variances and rights, benefits and privileges related to or benefiting the Property.

3. **Purchase Price.** The purchase price for the Property (“**Purchase Price**”), which Purchaser agrees to pay and Seller agrees to accept, is Two Million One Hundred Sixty

Thousand and No/100 Dollars (\$2,160,000.00), subject to the credits, prorations, and adjustments herein set forth. The Purchase Price shall be payable as follows:

a. Deposit. On or before the fifth (5th) business day following the Effective Date (as defined below) of this Agreement, Purchaser shall deliver to Broad and Cassel, as escrow agent ("**Escrow Agent**"), the sum of One Hundred and No/100 Dollars (\$100.00) by check or wire transfer, the proceeds of which shall be held in trust by Escrow Agent as an earnest money deposit ("**Deposit**") in an interest bearing account if directed by Purchaser, and disbursed only in accordance with the terms of this Agreement. The Deposit shall be fully-refundable prior to the expiration of the Inspection Period. The Deposit shall be non-refundable after the expiration of the Inspection Period, except in the event that: (i) the Seller fails, refuses or is unable to perform all of its obligations under this Agreement; (ii) one or more of the Closing Conditions in favor of Purchaser set forth in Section 9 below has not been satisfied; (iii) the Purchaser fails to obtain the Approvals as described in Section 8 below; or (iv) as otherwise specifically provided in this Agreement.

b. Balance. The Deposit shall be applied to the Purchase Price at Closing, and Purchaser shall pay to Seller the balance of the Purchase Price, subject to credits, adjustments and prorations as herein provided, by a cashier's check or by wire transfer of United States Dollars.

c. Escrow Deposit. The Deposit shall be invested by Escrow Agent in a non-interest bearing account, unless Purchaser requests the Deposit to be invested in an interest bearing account and Purchaser has executed all necessary governmental forms, including a W-9 and delivered such form to Escrow Agent. Any and all interest earned on the Deposit shall accrue to the benefit of Purchaser and shall be reported to Purchaser's federal tax identification number. Escrow Agent shall have no responsibility in case of failure or suspension of business of the institution holding the Deposit. Interest earned, if any, shall be credited to the Purchaser upon Closing, or, in the event of Purchaser's default, paid to Seller.

4. Inspection Period. For the period beginning with the Effective Date and continuing until 11:59 PM Eastern Time on the date that is ninety (90) days after the Effective Date ("**Inspection Period**"), Purchaser shall have the right to make or obtain any and all investigations, tests, studies, evaluations, assessments and reports Purchaser deems necessary or desirable with respect to the Property.

a. Inspections. During the Inspection Period, Seller hereby grants to Purchaser and its agents, employees, contractors and representatives, a right of entry upon every portion of the Property, and a right to examine all records, documents, data or information of any kind or nature relating to or concerning the Property in the possession or under the control of Seller or other matters pertaining to the Property (and Seller hereby agrees to make any and all records, documents, data or information of any kind or nature relating to or concerning the Property in the possession or under the control of Seller available to Purchaser) from time to time at all reasonable times for the purpose of making surveys, engineering studies, drainage studies, appraisals, zoning and land use studies, impact studies, surface and subsurface explorations, tests, excavations, borings and such other investigations, inspections, assessments or reports as Purchaser, in its sole and absolute discretion, may elect to make. Seller shall deliver to

Purchaser, within three (3) business days after the Effective Date, copies of any and all surveys (in CADD format, if available), site plans or layouts, engineering, environmental, soil, wetlands determinations, zoning, land use, appraisal and feasibility studies, reports and assessments, concurrency evaluations, any plans and specifications for the Property approved by the local building department having jurisdiction over the Property, and any correspondence concerning any such topics that Seller has in its possession or control, and all other governmental orders, approvals, exemptions, waivers, permits, licenses, special exceptions or variances relating to the Property or any proposed use thereof which are in Seller's possession or control. Seller shall also deliver to Purchaser, within three (3) business days after the Effective Date, legible copies of all leases, service contracts, operating agreements, management agreements and warranties relating to or concerning the Property.

b. Termination of Agreement. Notwithstanding any provision in this Agreement to the contrary, at any time on or before the end of the Inspection Period, Purchaser may, without liability to Seller and for any reason or no reason whatsoever, terminate this Agreement by written notice to Seller and Escrow Agent, following which Escrow Agent shall promptly return the Deposit to Purchaser; upon such termination, both parties shall be released from all further obligations or liability under this Agreement except for those obligations which expressly survive termination.

c. Right of Entry. If Purchaser has not terminated this Agreement, as provided herein, the right of entry and investigation granted herein shall continue unabated through Closing.

5. Title Insurance/Survey.

a. Purchaser, at its sole cost and expense, shall obtain an owner's title insurance commitment ("**Title Commitment**") from First American Title Insurance Company, through its agent Broad and Cassel (or from such other nationally recognized title insurance company acceptable to Purchaser). Marketable title shall be determined according to the Title Standards adopted by authority of The Florida Bar and in accordance with Florida law. Following the Effective Date, Purchaser may order an ALTA/ACSM survey or an update of Seller's existing survey, prepared by a Florida licensed surveyor and depicting the Property and all of the plottable exceptions to the Title Commitment ("**Survey**"). Purchaser shall have until the expiration of the Inspection Period within which to examine the condition of title to the Property. If the Title Commitment or the Survey reflects that title to the Property is subject to any exceptions or survey matters unacceptable to Purchaser, Purchaser shall, prior to the expiration of the Inspection Period, notify Seller in writing of the specific title defects ("**Title Objections**"). Any exceptions listed in the Title Commitment to which Purchaser has not timely objected shall be deemed to be "**Permitted Exceptions.**" Seller, at Seller's sole cost and expense, shall use commercially reasonable efforts to correct or remove such Title Objections within thirty (30) days after receipt of notice from Purchaser. If Seller is not successful in correcting or removing the Title Objection within such thirty (30) day period, Purchaser shall have the option of either accepting the title in its existing condition, or of terminating this Agreement by sending written notice of termination to Seller and Escrow Agent. In the event that Purchaser elects to terminate this Agreement, Escrow Agent shall return the Deposit to Purchaser, and, thereafter, neither Purchaser nor Seller shall have any further liabilities or

obligations hereunder except with respect to those obligations which expressly survive termination.

b. Seller covenants and agrees that after the Effective Date it shall not enter into or record any document or instrument, or enter into any lease or other agreement, affecting or burdening the Property, unless Purchaser has consented in writing to the execution or recordation of such document, instrument, lease or agreement. If any updated endorsement to the Title Commitment or any update of the Survey obtained prior to Closing reveals any exception or survey defect not reflected on the Title Commitment or the Survey that was not consented to by Purchaser, Seller, at Seller's sole cost and expense, shall have such exception deleted from the Title Commitment, or such survey defect removed or cured prior to Closing. If Seller is not successful in removing the same by the Closing Date, Purchaser shall have the option of either accepting the title in its existing condition, or of terminating this Agreement by sending written notice of termination to Seller and Escrow Agent. In the event that Purchaser elects to terminate this Agreement, Escrow Agent shall return the Deposit to Purchaser. Notwithstanding anything else to the contrary in this Agreement, in the event Seller fails to remove an exception revealed in the Title Commitment, or any update thereof (whether or not objected to by Purchaser), in the form of: (1) a mortgage or other security interest entered into by Seller; (2) a lien or encumbrance of any kind or nature voluntarily created by Seller at any time on or after the date of this Agreement; or (3) a mechanic's or materialman's lien or a judgment docketed against the Property, in any case resulting from the non-payment by Seller of any sums alleged to be due and owing by Seller to a contractor or materialman or otherwise voluntarily caused or created by Seller, then in addition to the return of the Deposit, Purchaser shall be entitled to recover from Seller all third party costs incurred by Purchaser, including reasonable attorneys' fees and costs, in connection with this Agreement and the Property.

6. **Covenants of Seller; Operation of the Property.** Seller hereby covenants and agrees that from and after the Effective Date:

a. Seller will not, without the Purchaser's prior written consent, create by its consent any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall include, but not be limited to, any liens, claims, options, or other encumbrances, encroachments, rights-of-way, easements, covenants, leases, conditions or restrictions.

b. Seller shall pay all assessments and taxes prior to becoming delinquent.

c. Seller will not create or consent to the creation of any special taxing districts or associations with the authority to impose taxes, liens or assessments on the Property.

d. Seller shall take no action with respect to the Property that would alter or affect any of the representations or warranties of Seller under this Agreement or which would in any manner affect Purchaser's future use and development of the Property.

e. At Closing, Seller shall provide the Property free of occupancy or possession by Seller or any third party or tenant and shall have closed out all utility accounts as of the day prior to Closing.

7. **Seller's Representations and Warranties.** Seller hereby represents and warrants to Purchaser and covenants and agrees with Purchaser as follows:

a. Seller has not entered into any contracts, subcontracts, arrangements, leases, licenses, concessions, easements, or other agreements, either recorded or unrecorded, written or oral, affecting all, or any portion of, or any interest in the Property, which will not have been terminated or expired prior to Closing;

b. There are no: (1) existing or pending improvement or special assessment liens affecting the Property; (2) violations of building codes and/or zoning ordinances or other governmental or regulatory laws, ordinances, regulations, orders or requirements affecting the Property; (3) existing, pending or threatened lawsuits, or appeals of prior lawsuits, affecting the Property; (4) existing, pending or threatened condemnation proceedings affecting the Property; (5) existing, pending or threatened zoning, building or other moratoria, downzoning petitions, proceedings, restrictive allocations or similar matters that could adversely affect the development of the Contemplated Improvements on the Property; or (6) unrecorded easements, restrictions or encumbrances affecting all or any part of the Property;

c. Seller has not used, manufactured, stored, or released any "Hazardous Materials" (as hereinafter defined) on, in or around the Property, and no other person or entity has ever used, manufactured, stored or released any Hazardous Materials on, in or around the Property, and, no Hazardous Materials are present in, on, under or around the Property. As used herein, "**Hazardous Materials**" shall mean petroleum and petroleum based products and any other substance or material, the use, manufacture, storage, release or presence of which in land, water or elsewhere in the environment is limited, prohibited or in any other way regulated by any federal, state or local law, ordinance, rule or regulation. Seller further represents and warrants that, to the best of Seller's knowledge, no portion of the Property has ever been used as a landfill or a dump;

d. There are no agreements currently in effect which prohibit or restrict the sale of the Property;

e. Seller has the right, power and authority to execute and deliver this Agreement, to perform each and every obligation of Seller hereunder, and to consummate the transactions contemplated by it; neither the execution and delivery of this Agreement, and neither the performance or consummation of the obligations and transactions contemplated by it, nor the fulfillment of, nor the compliance with, the terms, conditions and provisions of this Agreement will conflict with, or result in a violation or breach of, any relevant law, or any other instrument or agreement of any nature to which Seller is a party or by which it is bound or may be affected, or constitute (with or without the giving of notice or the passage of time) a default under such an instrument or agreement; no consent, approval, authorization or order of any person is required with respect to the execution or delivery of this Agreement or the performance and consummation of the transactions contemplated by this Agreement;

f. No commitments or agreements have been or will be made by Seller to any governmental authority, utility company, school board, church or other religious body, any homeowners or homeowners' association, or any other organization, group or individual, relating

to the Property which would impose an obligation upon Purchaser to make any contributions or dedications of money, land, or any interest in land, to construct, install or maintain any improvements of a public or private nature on or off the Property, or otherwise impose any obligations or liability on Purchaser or the Property;

g. All utilities, including, without limitation, water, sewer, electricity, telephone, gas and cable television which are necessary or desirable and in the capacities or size required for development of the Property are available at or near the boundaries of the Property at the rates generally chargeable to developers in the County in which the Property is located;

h. All agreements, documents, studies and other materials delivered to Purchaser pursuant to the provisions of Section 4(a) are true, correct and complete copies of all such items;

i. Seller has received no notice of and to its knowledge there is no violation of any law, regulation, ordinance, order or judgment affecting the Property;

j. Seller is the contract purchaser for the Property, pursuant to an agreement of purchase and sale with the fee simple owner to purchase properties consisting of the Property and additional property as described therein, a copy of which is attached hereto as Exhibit "B".

At all times during the term of this Agreement and as of the Closing Date, all of Seller's representations, warranties and covenants in this Agreement shall be true and correct; no representation or warranty by Seller contained in this Agreement and no statement delivered or information supplied to Purchaser pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements or information contained in them or in this Agreement not misleading. In the event that any of the foregoing representations or warranties becomes untrue as a result of an act of a third party which is unrelated to and unaffiliated with Seller then such inaccuracy shall not be deemed to be a breach by the Seller, but such inaccuracy shall permit Purchaser to terminate this Agreement. The provisions of this Section 7 shall survive the Closing.

8. **Approvals**. Purchaser shall have the right to pursue the final issuance of: (i) all zoning and other governmental approvals from applicable governmental authorities having jurisdiction over the Property, to permit the construction, completion and operation of the Contemplated Improvements; (ii) final site plan approval, for which all appeal periods have expired with no appeal having been filed, for the Contemplated Improvements from the applicable governmental and regulatory authority(ies); (iii) concurrency and utility approvals; (iv) storm water drainage permit issued by any applicable water management district; (v) building permits; and (v) any other governmental and regulatory approvals and/or permits required in connection with the construction of the Contemplated Improvements (collectively the "**Government Approvals**"). Seller agrees to apply for, or join in any and all applications, permits, consents, zoning, land use, concurrency, platting and other permitting, etc., that may be required to be filed in connection with the Government Approvals. Purchaser shall pay all reasonable and documented costs associated with obtaining the Government Approvals.



9. **Closing Conditions.** Purchaser's obligation to close this transaction shall be subject to the satisfaction of each of the following conditions on or before the Closing Date, as may be extended as provided herein:

a. Seller shall not be in default under any term, covenant or conditions of this Agreement.

b. Each of the representations and warranties of Seller set forth in this Agreement shall be true, complete and correct at the date of the Closing as if made at that time, and the Seller shall have delivered its certificate to such effect to Purchaser.

c. Purchaser shall have received the Governmental Approvals as described in Section 8 hereof.

c. There shall not be a sewer, water, building or other moratorium in effect which would interfere with the immediate construction and occupancy of Purchaser's Contemplated Improvements ("**Moratorium**").

d. Adequate public utilities are available at or near the Property in sufficient capacity to service the Contemplated Improvements.

e. All utilities serving the Property shall have been paid in full and the service disconnected as of the day prior to the Closing. There shall be no tenants with any rights to possession of any portion of the Property.

At the Closing, the First American Title Insurance Company, through its agent Broad and Cassel, shall irrevocably commit to issue to Purchaser an ALTA Owner's Policy of title insurance, dated as of the date and time of the recording of the deed, in the amount of the Purchase Price, insuring Purchaser as owner of good, marketable and indefeasible fee simple title to the Property, free and clear of liens, and subject only to the Permitted Exceptions.

In the event that any of the foregoing conditions precedent to Closing have not been satisfied as of the Closing Date, Purchaser shall have the right to waive any or all of the foregoing conditions and close this transaction or Purchaser shall have the right to terminate the Agreement, and in such event the Deposit and all interest earned thereon shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except those obligations which survive termination of the Agreement. If at the time of Closing, there is a Moratorium in effect with respect to the Property, then at Purchaser's option (by written notice to Seller): (i) this Agreement shall be terminated and in such event the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except those obligations which survive termination of the Agreement; or (ii) the Closing Date may be extended to the earlier of twenty (20) days after the date the Moratorium is lifted or six (6) months from the scheduled Closing. If the Closing Date is extended and if the Moratorium is still in effect six (6) months from the scheduled Closing, then unless Purchaser waives the existence of such Moratorium as a Closing condition and elects to close this transaction, this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder, except those obligations which survive termination of the Agreement. If Purchaser waives such condition, the Closing shall take place within twenty (20) days after expiration of

such six (6) month period.

10. **Closing Documents.** The Closing documents shall be provided by the parties as set forth below:

a. **Seller Deliveries.** At Closing Seller shall execute and/or deliver to Purchaser, in form acceptable to Purchaser:

i. **Warranty Deed.** A warranty deed in recordable form, duly executed by the Seller, conveying to the Purchaser good, marketable and insurable fee simple title to the Property subject only to the permitted exceptions as reflected in the Commitment which have not been objected to by Purchaser, with the legal description provided in the Commitment.

ii. **Affidavit.** An owner's and contractor's affidavit adequate for title insurance to be issued by the Title Company without exception for parties in possession, mechanics' or materialmens' liens and to permit the Title Company to delete the "gap" in the Title Commitment.

iii. **FIRPTA Affidavit.** In order to comply with the requirements of the Foreign Investment Real Property Tax Act of 1980 ("**FIRPTA**"), Seller will deliver to Purchaser at Closing Seller's affidavit under penalty of perjury stating the Seller is not a "foreign person," as defined in Section 1445 of the Internal Revenue Code of 1986 and the U.S. Treasury Regulations thereunder, setting forth Seller's taxpayer identification number, and that Seller intends to file a United States income tax return with respect to the transfer. Seller represents and warrants to Purchaser that it has not made nor does Seller have any knowledge of any transfer of the Property or any part thereof that is subject to any provisions of FIRPTA that has not been fully complied with by either transferor or transferee.

iv. **Assignment of Impact Fee Credits.** An assignment if required of the Impact Fee Credits.

v. **Seller Certificate.** A duly executed certification that every representation and warranty of Seller under this Agreement is true and correct as of the Closing as if made by Seller at such time;

vi. **Authority Documents.** Any and all documents reasonably requested by Purchaser or the title company in connection with Seller's authority to execute this Agreement, the deed and all other documents contemplated under this Agreement;

vii. **Closing Statement.** A closing statement prepared by Escrow Agent setting forth all amounts paid, credited and otherwise due, payable and paid hereunder ("**Closing Statement**"); and

viii. **Title Documents.** Such additional documents or instruments as may be required to effectuate the terms, conditions and provisions hereof and to carry out the intent of the parties hereto, or as may be reasonably required by the title insurance company, so as to be able to delete at Closing all of the requirements of Schedule B-Section 1 of the Title

Commitment and all of the standard printed exceptions (other than the exception for taxes and assessments for the current year not yet due and payable, and the survey exception, which shall be limited to the specific matters affecting the Property reflected on the Survey) from Schedule B-Section 2 of the Title Commitment, and to insure the gap between the effective date of the Title Commitment and the recording of the deed conveying title to the Property from Seller to Purchaser.

- b. Purchaser Deliveries. At Closing, Purchaser shall deliver to Seller:
  - (i) Closing Statement. Closing Statement executed in counterpart;
  - (ii) Payment. The Purchase Price (as adjusted for all credits, adjustments and prorations set forth in this Agreement).

11. Closing/Closing Expenses. Except as otherwise provided herein, the consummation of the transactions described in this Agreement ("Closing") shall take place at the offices of Purchaser's counsel or by mail on June 1, 2016 ("Closing Date"). Purchaser may extend the Closing Date by written request to Seller at least five (5) days prior to the Closing Date, and Seller shall, if it has not yet closed with the fee owner, exercise its option to extend its contract as provided therein. Purchaser shall have the right, in Purchaser's sole option, to establish the Closing Date for an earlier date, upon Purchaser's delivery of at least ten (10) days prior written notice to Seller of such earlier Closing Date.

a. Seller Costs. At Closing, Seller shall pay for the cost of state documentary stamps and surtax on the warranty deed and for the recording of, and any and all other costs and expenses of obtaining, all title corrective instruments.

b. Purchaser Costs. At Closing, Purchaser shall pay the fee for recording the warranty deed, the costs of the Survey, and all title search fees and other costs pertaining to the Title Commitment and for the title insurance premium, at the Insurance Commissioner's Minimum Promulgated Rate, on the owner's title insurance policy to be issued to Purchaser pursuant to the Title Commitment in an amount equal to the Purchase Price.

12. Prorations. The following items shall be adjusted, apportioned, and allowed as of the Closing Date:

a. Special Assessment Liens. If, on the Closing Date, the Property or any part thereof, shall be or shall have been affected by any certified, confirmed, and ratified special assessment liens, the same shall be paid and discharged by Seller. Pending liens shall be assumed by Purchaser; provided, however, that once the amount of a pending special assessment lien has been finally determined, the amount of the special assessment lien shall be prorated and Seller shall reimburse Purchaser for any amounts paid by Purchaser which are allocable to the period of time Seller owned the Property within thirty (30) days of Purchaser's delivery to Seller of the proration statement.

b. Real Estate Taxes. If the Closing shall occur before the tax rate is fixed, the apportionment of taxes shall be based upon the real estate taxes for the previous year. If the Property is not assessed for real estate purposes as a separate parcel, but is part of a larger parcel,

the taxes attributable to land shall be prorated on a per acre basis, however no taxes attributable to improvements shall be allocated to the Property which is vacant. If the tax rate is not fixed, or if the Property is not taxed as a separate parcel, as aforesaid, the parties agree to make an appropriate adjustment upon the issuance of the actual statement for the taxable year. Thus, if at the time of Closing, the taxes for the current year have not been finally determined, Seller or Purchaser, as the case may be, agree to pay any balance later found to be due on the reparation of the actual taxes for the year in which the Closing occurred, within thirty (30) days of the determination thereof.

c. Survival. The provisions of this Section 12 shall survive the Closing.

13. Condemnation.

a. If the Property, or any part thereof, or any interest therein, shall be taken by eminent domain or condemned prior to the Closing Date, or if Seller shall receive any notice or knowledge that any agency or entity having the power of eminent domain is contemplating or is seeking the taking or condemnation of the Property, or any part thereof, or any interest therein, Seller shall promptly notify Purchaser thereof (“Condemnation Notice”).

b. Subject to the provisions of subsections (c) and (d) of this Section 13, Purchaser shall be entitled to the proceeds of any condemnation proceeding relating to any taking prior to or after the Closing Date. If the payment of such proceeds is received by the Seller prior to the Closing Date, the proceeds shall be delivered to Purchaser at Closing. If such proceeds are not delivered to the Purchaser on the Closing Date, there shall be a Closing adjustment under Section 3 in the amount of such proceeds.

c. If a condemnation, eminent domain or other taking proceeding shall have been overtly threatened or commenced against the Property, or a portion thereof, or an interest therein, then in any such event, Purchaser shall have the option within thirty (30) days after receiving each Condemnation Notice, either to: (i) notify Seller and Escrow Agent of Purchaser’s election to terminate this Agreement in which case the Deposit, shall be returned to Purchaser and the parties shall thereafter be relieved of any further obligation or liability hereunder; or (ii) complete the sale without any adjustments to the Purchase Price, except that any and all condemnation awards which relate to the Property, or any portion thereof, or any interest therein, received by Seller before Closing in respect of such taking shall be paid to Purchaser on the Closing Date as a Closing adjustment, and Seller shall transfer and assign to Purchaser at Closing all of Seller’s rights and interest in and to any such awards and any such proceeds, and all such proceeds and all such awards received by or payable to the Seller after Closing on account thereof shall be paid over to Purchaser as a post-closing adjustment under Section 3. Seller’s obligation to transfer to Purchaser all such proceeds and all such awards received by or paid to the Seller after Closing shall survive the Closing hereunder.

d. Notwithstanding anything in this Agreement to the contrary, unless Purchaser has elected to terminate this Agreement, as provided in subsection (c) above, the Closing Date shall be thirty (30) days after receiving any Condemnation Notice, or the date set forth in Section 11, whichever is later.

e. The provisions of this Section 13 shall survive the Closing.

14. **Broker.** Seller and Purchaser represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction. In the event of any claim for a broker's or a finder's fee or commission in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party. The mutual indemnities and representations and warranties of each of Seller and Purchaser in this Section 14 shall survive the Closing.

15. **Default.** In the event that Purchaser shall fail to perform its obligations hereunder and such failure is through no fault or failure of Seller to comply with its obligations hereunder, Seller may, as its sole, exclusive and absolute remedy, terminate this Agreement and retain, as full and complete agreed upon liquidated damages, the Deposit. If Seller shall refuse to close, despite its obligation to close hereunder, or if any of the representations, warranties and covenants of Seller shall at any time on or before Closing be found to be false or misleading in any material respect, or if Seller is otherwise in default under the terms and provisions of this Agreement, Purchaser may: (i) terminate this Agreement and obtain the return of its Deposit and shall be entitled to reimbursement of its out-of-pocket costs in connection with this Agreement, its due diligence and costs incurred in connection with the Approvals, or (ii) Purchaser may seek specific performance of Seller's obligations hereunder, unless specific performance is not available to Purchaser, in which case Purchaser may seek any other remedy available at law or equity.

16. **Notice.** All notices, consents, approvals, waivers and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently made or given only when delivered in person, or sent via nationwide overnight delivery service, or sent by facsimile or email with the original simultaneously sent by nationwide overnight delivery service if required pursuant the provisions below in this subsection:

To Purchaser: Mr. William T. Fabbri  
City Edge Senior Apartments, Ltd.  
477 South Rosemary Avenue, Suite 301  
West Palm Beach, FL 33401  
Telephone: (561) 832-1114  
Facsimile: (561) 832-1104  
Email: fabbrit@richmancapital.com

To Seller: Mr. William T. Fabbri  
The Richman Group of Florida, Inc.  
477 South Rosemary Avenue, Suite 301  
West Palm Beach, FL 33401  
Telephone: (561) 832-1114  
Facsimile: (561) 832-1104  
Email: fabbrit@richmancapital.com

To Escrow Agent: Diane D. Karst, Esq.  
BROAD AND CASSEL  
7777 Glades Road, Suite 300  
Boca Raton, Florida 33434  
Telephone: (561) 218-8867  
Facsimile: (561) 218-8979  
Email: dkarst@broadandcassel.com

Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been dated, given and received: (i) on the date of actual receipt if transmitted by overnight courier, or hand delivery; (ii) on the date of transmission, if transmitted by telecopier or email and confirmation of successful transmission is provided by such telecopier or a response receipt is sent by the receiving party; if no response receipt is sent by the receiving party, a copy of such notice shall be sent via nationwide overnight delivery service on the date of such transmission.

17. **Radon Gas Notice.** Pursuant to Florida Statutes Section 404.056(5), Seller hereby makes, and Purchaser hereby acknowledges, the following notification:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

18. **Escrow Agent.**

a. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement. Escrow Agent shall not be deemed to have any implied duties or obligations under or related to this Agreement.

b. Escrow Agent may: (a) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; (b) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (c) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing any instrument; Escrow Agent's duties under this Agreement are and shall be limited to those duties specifically provided in this Agreement.

c. The parties to this Agreement do and shall indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, including attorneys' fees and costs, which it may incur or with which it may be threatened by reason of its action as

Escrow Agent under this Agreement, except for such matters which are the result of Escrow Agent's gross negligence or willful malfeasance.

d. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or about the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement; upon filing such action, Escrow Agent shall be released from all obligations under this Agreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees, including those for appellate matters and for paralegals and similar persons, incurred in its capacity as escrow agent in connection with any such interpleader action; Escrow Agent may represent itself in any such interpleader action and charge its usual and customary legal fees for such representation, and the court shall award such attorneys' fees, including those for appellate matters and for paralegals and similar persons, to Escrow Agent from the losing party. Escrow Agent shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

e. Escrow Agent may resign upon five (5) calendar days' written notice to Seller and Purchaser. If a successor escrow agent is not appointed jointly by Seller and Purchaser within the five (5) calendar-day period, Escrow Agent may petition a court of competent jurisdiction to name a successor.

f. Seller and Purchaser acknowledge and agree that Escrow Agent is the law firm representing Purchaser with regard to this Agreement and the transaction which is the subject hereof, and hereby waive any claim against Escrow Agent based upon a conflict of interest as a result of Escrow Agent serving in such dual capacities, excluding only actions by Escrow Agent constituting knowing and intentional misconduct. Seller further agrees that Escrow Agent shall be permitted to represent Purchaser in all aspects of this Agreement and the subject transaction, including, without limitation, any dispute with respect to the Deposit.

g. The provisions of this Section shall survive the Closing and also the cancellation of this Agreement.

19. **General Provisions.** The following general terms and conditions apply to this Agreement:

a. **Singular/Plural – Masculine/Feminine.** Words used herein in the singular shall include the plural and words in the masculine/feminine/neuter gender shall include words in the masculine/feminine/neuter where the text of this Agreement requires.

b. **Titles.** Headings in this Agreement are for convenience only.

c. **Successors.** The terms, covenants, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

d. **Choice of Law.** This Agreement shall be interpreted according to the laws of the State of Florida.

e. Time. Time is of the essence in the performance of each and every one of the obligation of the parties to this Agreement. In computing any period of time described herein, the day of the act or event for which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

f. Effective Date. The last date this Agreement is executed by Purchaser and Seller shall be deemed to be the "**Effective Date**" of this Agreement.

g. Jury Trial Waiver. IN THE EVENT EITHER PARY BRINGS SUIT TO ENFORCE THE TERMS OF THIS AGREEMENT, THEN EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

h. Liability Joint and Several. If more than one party is named herein as Seller, then such parties hereby agree that the liability of each hereunder shall be joint and several.

i. Counterparts. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need be produced as evidence of the terms hereof. Handwritten signatures delivered via facsimile or other electronic means shall be deemed originals.

20. Entire Agreement; Construction; Severability. This Agreement integrates and supersedes all other agreements and understandings of every character of the parties and comprises the entire agreement between them. This Agreement may not be changed, except in writing signed by the parties. No waiver of any rights or obligations hereunder shall be deemed to have occurred unless in writing signed by the party against whom such waiver is asserted and no waiver shall be deemed a waiver of any other or subsequent right or obligations. The parties acknowledge that the parties and their respective counsel have reviewed and revised this Agreement and, therefore, the normal rule of construction of contracts that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement and any exhibits or amendments thereto. If any portion of this Agreement is held to be invalid or inoperative, the remainder of it shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative to the extent possible.

[Signatures appear on following pages]




IN WITNESS WHEREOF, each of the parties has executed this Agreement on the dates set forth below.

**PURCHASER:**

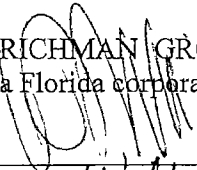
CITY EDGE SENIOR APARTMENTS,  
LTD. a Florida limited partnership

By: City Edge Senior GP, LLC, a Florida  
limited liability company, its general  
partner

By:   
Print Name: William T. Fabbri  
Title: Executive Vice President  
Date: 11/3/2015

**SELLER:**

THE RICHMAN GROUP OF FLORIDA,  
INC., a Florida corporation

By:   
Print Name: William T. Fabbri  
Title: Executive Vice President  
Date: 11/3/2015

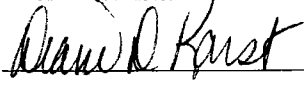
**JOINDER OF ESCROW AGENT**

Broad and Cassel has joined in the execution of this Agreement in order to acknowledge its agreement to act as Escrow Agent in accordance with the terms and provisions of this Agreement, subject to collection.

Dated as of the 3<sup>rd</sup> day of November, 2015.

**ESCROW AGENT:**

BROAD AND CASSEL

By: 

## EXHIBIT "A"

### LEGAL DESCRIPTION

PARCEL 1: A parcel of land lying in the Southeast  $\frac{1}{4}$  of Section 6, Township 30 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

From the Southeast corner of said Section 6, run N 00° 02' 49" W, along the East boundary of said Section 6, 1314.26 feet; thence N 89° 27' 29" W, along the South boundary of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 6, 654.73 feet; thence N 19° 44' 52" W, 246.25 feet to the Point of Beginning, said Point lying on the Northerly right of way line of a 72.0 foot private road; thence continue N 19° 44' 52" W, 454.02 feet to a point on the North boundary of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 6; thence N 89° 29' 58" W, along said North boundary, 421.07 feet to a point on the West boundary of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 6; thence S 00° 21' 05" E, 190.86 feet; thence N 88° 47' 05" W, 237.56 feet; thence S 00° 11' 00" W, 353.55 feet; thence N 89° 25' 04" W, 94.49 feet non-radially to a point on a curve concave to the Northeast having a radius of 5499.58 feet, said curve being the Easterly right of way line of U.S. Highway 301; thence Southeasterly along said curve a distance of 218.43 feet, through a central angle of 2° 16' 32", described a chord having a distance of 218.42 feet and bearing S 32° 10' 31" E, thence tangent to said curve, along the Easterly right of way line of U.S. Highway 301, S 33° 18' 47" E, 34.13 feet to a point on the Northerly right of way line of a 72.0 foot private road; thence N 62° 00' 00" E, along said Northerly right of way line, 9.54 feet to the beginning of a tangent curve concave to the Northwest having a radius of 714.00 feet; thence Northeasterly along said curve, 149.54 feet through a central angle of 12° 00' 00"; thence tangent to said curve N 50° 00' 00" E, 100.00 feet; to the beginning of a curve concave to the Southeast having a radius of 346 feet; thence Northeasterly along said curve 163.05 feet through a central angle of 27° 00' 00"; thence tangent to said curve N 77° 00' 00" E, 429.00 feet to the Point of Beginning.

**EXHIBIT "B"**

Purchase and Sale Agreement between 301 and Bloomingdale, L.L.C. and The Richman Group of Florida, Inc. dated as of April 3, 2015.

4818-7633-0538, v. 1

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (“**Agreement**”) is made as of the Effective Date (as defined below) by and between **301 AND BLOOMINGDALE, L.L.C.**, a Florida limited liability company (“**Seller**”), and **THE RICHMAN GROUP OF FLORIDA, INC.**, a Florida corporation, and/or its assigns (“**Purchaser**”).

In consideration of the mutual promises hereinafter set forth, Seller and Purchaser mutually agree as follows:

1. **Purchase and Sale.** Seller agrees to sell and convey and Purchaser agrees to purchase all of those certain tracts and parcels of land owned by Seller as described on **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter described as the “**Property**”), consisting of approximately 23.46 acres located at the northeast quadrant of US Highway 301 and Bloomingdale Avenue, Brandon, Hillsborough County, Florida, under folio numbers 073860.0000, 073864.0000, 073867.0000 and 073872.0000, upon which Purchaser intends to construct a multifamily residential project consisting of up to 362 units, together with related amenities and accessory uses (the “**Contemplated Improvements**”).

2. **Property.** The Property shall include all of the right, title and interest of Seller in and to the following:

a. All easements, rights of way, privileges, licenses, appurtenances and any other rights, privileges and benefits belonging to the owner of, running with title to, or in any way related to, the Property;

b. All land use or other consents, authorizations, variances, waivers, licenses, permits, approvals, development orders, or any other entitlements issued or granted by or from any governmental authority with respect to the Property;

c. All percolation, soil, topographical, traffic, engineering and environmental reports or studies in the possession or control of the Seller, and all riparian, littoral rights, title to submerged lands and other water rights related to or benefiting the Property;

d. All utility mains, service laterals, hydrants, connections, hook-ups and valves located on, or adjacent to, and servicing or available to service the Property;

e. All improvements located on the Property;

f. All tangible personal property and intangible personal property associated with the Property, including but not limited to licenses, permits, plans and specifications; and

g. Any and all other agreements, contracts, covenants, variances and rights, benefits and privileges related to or benefiting the Property.

3. **Purchase Price.** The purchase price for the Property (“**Purchase Price**”), which Purchaser agrees to pay and Seller agrees to accept, is Three Million Eight Hundred Forty Thousand and No/100 Dollars (\$3,840,000.00), subject to the credits, prorations, and adjustments herein set forth.

At Closing, as hereinafter defined, Purchaser shall also purchase from Seller impact fee credits that Seller owns or controls up to the amount required by Purchaser to receive a certificate of occupancy for each of the Contemplated Improvements in Purchaser's project, provided such

credits are paid at par (or dollar for dollar of credits) for credits up to \$360,000.00, and any additional credits thereover shall be discounted to a maximum of Seventy-Five Cents for each Dollar of credits, and further provided Purchaser may not purchase similar credits from any third party for less than the credits offered by Seller. Any such purchase of impact fee credits shall be in addition to the Purchase Price.

The Purchase Price shall be payable as follows:

a. First Deposit. On or before the fifth (5th) business day following the Effective Date (as defined below) of this Agreement, Purchaser shall deliver to Broad and Cassel, as escrow agent ("Escrow Agent"), the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) by check or wire transfer, the proceeds of which shall be held in trust by Escrow Agent as an earnest money deposit ("First Deposit") in an interest bearing account if directed by Purchaser, and disbursed only in accordance with the terms of this Agreement. The First Deposit shall be fully-refundable prior to the expiration of the Inspection Period. The First Deposit shall be non-refundable after the expiration of the Inspection Period, except in the event that: (i) the Seller fails, refuses or is unable to perform all of its obligations under this Agreement; (ii) one or more of the Closing Conditions in favor of Purchaser set forth in Section 9 below has not been satisfied; (iii) the Purchaser fails to obtain the Approvals as described in Section 8 below; or (iv) as otherwise specifically provided in this Agreement.

b. Second Deposit. Unless Purchaser has terminated this Agreement prior to the expiration of the Inspection Period, as defined below, then within five (5) business days after the expiration of the Inspection Period, Purchaser shall deliver to Escrow Agent the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) by check or wire transfer, the proceeds of which shall be held in trust by Escrow Agent as an earnest money deposit ("Second Deposit") in the same trust account as the First Deposit. The First Deposit and the Second Deposit, to the extent delivered to the Escrow Agent, are sometimes hereinafter collectively referred to as the "Deposit". The Second Deposit shall be non-refundable to Purchaser, except in the event that (i) the Seller fails, refuses or is unable to perform all of its obligations under this Agreement; (ii) one or more of the Closing Conditions in favor of the Purchaser set forth in Section 9 below has not been satisfied; (iii) the Purchaser fails to obtain the Approvals as described in Section 8 below; or (iv) as otherwise specifically provided in this Agreement.

c. Balance. The Deposit shall be applied to the Purchase Price at Closing, and Purchaser shall pay to Seller the balance of the Purchase Price, subject to credits, adjustments and prorations as herein provided, by a cashier's check or by wire transfer of United States Dollars.

d. Escrow Deposit. The Deposit shall be invested by Escrow Agent in a non-interest bearing account, unless Purchaser requests the Deposit to be invested in an interest bearing account and Purchaser has executed all necessary governmental forms, including a W-9 and delivered such form to Escrow Agent. Any and all interest earned on the Deposit shall accrue to the benefit of Purchaser and shall be reported to Purchaser's federal tax identification number. Escrow Agent shall have no responsibility in case of failure or suspension of business of the institution holding the Deposit. Interest earned, if any, shall be credited to the Purchaser upon Closing, or, in the event of Purchaser's default, paid to Seller.

4. Inspection Period. For the period beginning with the Effective Date and continuing until 11:59 PM Eastern Time on the date that is sixty (60) days after the Effective Date ("Inspection Period"), Seller hereby grants to Purchaser the right to make or obtain any

and all investigations, tests, studies, evaluations, assessments and reports Purchaser deems necessary or desirable with respect to the Property.

a. Inspections. During the Inspection Period, Seller hereby grants to Purchaser and its agents, employees, contractors and representatives, a right of entry upon every portion of the Property, and a right to examine all records, documents, data or information of any kind or nature relating to or concerning the Property in the possession or under the control of Seller or other matters pertaining to the Property (and Seller hereby agrees to make any and all records, documents, data or information of any kind or nature relating to or concerning the Property in the possession or under the control of Seller available to Purchaser) from time to time at all reasonable times for the purpose of making surveys, engineering studies, drainage studies, appraisals, zoning and land use studies, impact studies, surface and subsurface explorations, tests, excavations, borings and such other investigations, inspections, assessments or reports as Purchaser, in its sole and absolute discretion, may elect to make. Purchaser, at Purchaser's sole cost, shall repair any damage to the Property caused by the aforementioned studies, tests and/or inspections, and shall indemnify and hold Seller harmless from and against any and all claims, liabilities, cost and expense involving injury to or death of any individual person(s) or damage to or destruction of any property (including without limitation attorneys fees') arising directly out of Purchaser's entry on the Property. The aforementioned repair obligation and indemnification shall survive termination for one year. Seller shall deliver to Purchaser, within ten (10) days after the Effective Date, copies of any and all surveys (in CADD format, if available), site plans or layouts, engineering, environmental, soil, wetlands determinations, zoning, land use, appraisal and feasibility studies, reports and assessments, concurrency evaluations, any plans and specifications for the Property approved by the local building department having jurisdiction over the Property, and any correspondence concerning any such topics that Seller has in its possession or control, and all other governmental orders, approvals, exemptions, waivers, permits, licenses, special exceptions or variances relating to the Property or any proposed use thereof which are in Seller's possession or control. Seller shall also deliver to Purchaser, within ten (10) days after the Effective Date, legible copies of all leases, service contracts, operating agreements, management agreements and warranties relating to or concerning the Property.

b. Termination of Agreement. Notwithstanding any provision in this Agreement to the contrary, at any time on or before the end of the Inspection Period, Purchaser may, without liability to Seller and for any reason or no reason whatsoever, terminate this Agreement by written notice to Seller and Escrow Agent, following which Escrow Agent shall promptly return the First Deposit to Purchaser; upon such termination, both parties shall be released from all further obligations or liability under this Agreement except for those obligations which expressly survive termination.

c. Right of Entry. If Purchaser has not terminated this Agreement, as provided herein, the right of entry and investigation granted herein shall continue unabated through Closing.

## 5. Title Insurance/Survey.

a. Within three (3) business days following the Effective Date, Seller shall deliver to Purchaser and Escrow Agent a copy of Seller's title insurance policy insuring Seller's fee simple title to the Property, and a copy of Seller's existing boundary survey of the Property. Purchaser, at its sole cost and expense, shall obtain an owner's title insurance commitment ("Title Commitment") from First American Title Insurance Company, through its agent Broad and Cassel (or from such other nationally recognized title insurance company acceptable to

Purchaser). Marketable title shall be determined according to the Title Standards adopted by authority of The Florida Bar and in accordance with Florida law. Following the Effective Date, Purchaser may order an ALTA/ACSM survey or an update of Seller's existing survey, prepared by a Florida licensed surveyor and depicting the Property and all of the plottable exceptions to the Title Commitment ("Survey"). Purchaser shall have until the expiration of the Inspection Period within which to examine the condition of Seller's title to the Property. If the Title Commitment or the Survey reflects that title to the Property is subject to any exceptions or survey matters unacceptable to Purchaser, Purchaser shall, prior to the expiration of the Inspection Period, notify Seller in writing of the specific title defects ("Title Objections"). Any exceptions listed in the Title Commitment to which Purchaser has not timely objected shall be deemed to be "Permitted Exceptions." Seller, at Seller's sole cost and expense, shall use commercially reasonable efforts to correct or remove such Title Objections within thirty (30) days after receipt of notice from Purchaser. If Seller is not successful in correcting or removing the Title Objection within such thirty (30) day period, Purchaser shall have the option of either accepting the title in its existing condition, or of terminating this Agreement by sending written notice of termination to Seller and Escrow Agent. In the event that Purchaser elects to terminate this Agreement, Escrow Agent shall return the Deposit to Purchaser, and, thereafter, neither Purchaser nor Seller shall have any further liabilities or obligations hereunder except with respect to those obligations which expressly survive termination.

b. Seller covenants and agrees that after the Effective Date it shall not enter into or record any document or instrument, or enter into any lease or other agreement, affecting or burdening the Property, unless Purchaser has consented in writing to the execution or recordation of such document, instrument, lease or agreement. If any updated endorsement to the Title Commitment or any update of the Survey obtained prior to Closing reveals any exception or survey defect not reflected on the Title Commitment or the Survey that was not consented to by Purchaser, Seller, at Seller's sole cost and expense, shall have such exception deleted from the Title Commitment, or such survey defect removed or cured prior to Closing. If Seller is not successful in removing the same by the Closing Date, Purchaser shall have the option of either accepting the title in its existing condition, or of terminating this Agreement by sending written notice of termination to Seller and Escrow Agent. In the event that Purchaser elects to terminate this Agreement, Escrow Agent shall return the Deposit to Purchaser. Notwithstanding anything else to the contrary in this Agreement, in the event Seller fails to remove an exception revealed in the Title Commitment, or any update thereof (whether or not objected to by Purchaser), in the form of: (1) a mortgage or other security interest entered into by Seller; (2) a lien or encumbrance of any kind or nature voluntarily created by Seller at any time on or after the date of this Agreement; or (3) a mechanic's or materialman's lien or a judgment docketed against the Property, in any case resulting from the non-payment by Seller of any sums alleged to be due and owing by Seller to a contractor or materialman or otherwise voluntarily caused or created by Seller, then in addition to the return of the Deposit, Purchaser shall be entitled to recover from Seller all third party costs incurred by Purchaser, including reasonable attorneys' fees and costs, in connection with this Agreement and the Property.

6. **Covenants of Seller; Operation of the Property.** Seller hereby covenants and agrees that from and after the Effective Date:

a. Seller will not, without the Purchaser's prior written consent, create by its consent any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall include, but not be limited to, any liens, claims, options, or other encumbrances, encroachments, rights-of-way, easements, covenants, leases, conditions or restrictions.

- b. Seller shall pay all assessments and taxes prior to becoming delinquent.
- c. Seller will not create or consent to the creation of any special taxing districts or associations with the authority to impose taxes, liens or assessments on the Property.
- d. Seller shall take no action with respect to the Property that would alter or affect any of the representations or warranties of Seller under this Agreement or which would in any manner affect Purchaser's future use and development of the Property.
- e. Seller shall maintain the Property in its current condition and shall not take any action that could or will adversely affect the value of the Property or alter the condition of the Property.
- f. At Closing, Seller shall provide the Property free of occupancy or possession by Seller or any third party or tenant and shall have closed out all utility accounts as of the day prior to Closing.

7. **Seller's Representations and Warranties.** Seller hereby represents and warrants to Purchaser and covenants and agrees with Purchaser that, to the best of Seller's knowledge:

- a. Seller has not entered into any contracts, subcontracts, arrangements, leases, licenses, concessions, easements, or other agreements, either recorded or unrecorded, written or oral, affecting all, or any portion of, or any interest in the Property, which will not have been terminated or expired prior to Closing;
- b. There are no: (1) existing or pending improvement or special assessment liens affecting the Property; (2) violations of building codes and/or zoning ordinances or other governmental or regulatory laws, ordinances, regulations, orders or requirements affecting the Property; (3) existing, pending or threatened lawsuits, or appeals of prior lawsuits, affecting the Property; (4) existing, pending or threatened condemnation proceedings affecting the Property; (5) existing, pending or threatened zoning, building or other moratoria, downzoning petitions, proceedings, restrictive allocations or similar matters that could adversely affect the development of the Contemplated Improvements on the Property; or (6) unrecorded easements, restrictions or encumbrances affecting all or any part of the Property;
- c. Seller has not used, manufactured, stored, or released any "Hazardous Materials" (as hereinafter defined) on, in or around the Property, and no other person or entity has ever used, manufactured, stored or released any Hazardous Materials on, in or around the Property, and, no Hazardous Materials are present in, on, under or around the Property. As used herein, "**Hazardous Materials**" shall mean petroleum and petroleum based products and any other substance or material, the use, manufacture, storage, release or presence of which in land, water or elsewhere in the environment is limited, prohibited or in any other way regulated by any federal, state or local law, ordinance, rule or regulation. Seller further represents and warrants that, to the best of Seller's knowledge, no portion of the Property has ever been used as a landfill or a dump;
- d. There are no agreements currently in effect which prohibit or restrict the sale of the Property;
- e. Seller has the right, power and authority to execute and deliver this Agreement, to perform each and every obligation of Seller hereunder, and to consummate the



transactions contemplated by it; neither the execution and delivery of this Agreement, and neither the performance or consummation of the obligations and transactions contemplated by it, nor the fulfillment of, nor the compliance with, the terms, conditions and provisions of this Agreement will conflict with, or result in a violation or breach of, any relevant law, or any other instrument or agreement of any nature to which Seller is a party or by which it is bound or may be affected, or constitute (with or without the giving of notice or the passage of time) a default under such an instrument or agreement; no consent, approval, authorization or order of any person is required with respect to the execution or delivery of this Agreement or the performance and consummation of the transactions contemplated by this Agreement;

f. No commitments or agreements have been or will be made by Seller to any governmental authority, utility company, school board, church or other religious body, any homeowners or homeowners' association, or any other organization, group or individual, relating to the Property which would impose an obligation upon Purchaser to make any contributions or dedications of money, land, or any interest in land, to construct, install or maintain any improvements of a public or private nature on or off the Property, or otherwise impose any obligations or liability on Purchaser or the Property;

g. The Property is currently zoned for multifamily under the applicable zoning ordinance affecting the Property;

h. All utilities, including, without limitation, water, sewer, electricity, telephone, gas and cable television which are necessary or desirable and in the capacities or size required for development of the Property are available at or near the boundaries of the Property at the rates generally chargeable to developers in the County in which the Property is located;

i. All agreements, documents, studies and other materials delivered to Purchaser pursuant to the provisions of Section 4(a) are true, correct and complete copies of all such items;

j. Seller has received no notice of and to its knowledge there is no violation of any law, regulation, ordinance, order or judgment affecting the Property;

k. Seller owns the Property in fee simple, subject only to those matters disclosed in the Title Commitment.

At all times during the term of this Agreement and as of the Closing Date, all of Seller's representations, warranties and covenants in this Agreement shall be true and correct; no representation or warranty by Seller contained in this Agreement and no statement delivered or information supplied to Purchaser pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements or information contained in them or in this Agreement not misleading. In the event that any of the foregoing representations or warranties becomes untrue as a result of an act of a third party which is unrelated to and unaffiliated with Seller then such inaccuracy shall not be deemed to be a breach by the Seller, but such inaccuracy shall permit Purchaser to terminate this Agreement. The provisions of this Section 7 shall survive the Closing.

## 8. Approvals.

a. Government Approvals. Purchaser shall have the right to pursue the final issuance of: (i) governmental approvals from applicable governmental authorities having jurisdiction over the Property, to permit the construction, completion and operation of the

Contemplated Improvements consisting of four story multifamily residential buildings; (ii) final site plan approval, for which all appeal periods have expired with no appeal having been filed, for the Contemplated Improvements from the applicable governmental and regulatory authority(ies); (iii) concurrency and utility approvals; (iv) storm water drainage permit issued by any applicable water management district; and (v) any other governmental and regulatory approvals and/or permits required in connection with the construction of the Contemplated Improvements (collectively the "**Government Approvals**"). Notwithstanding the foregoing, building permits (i.e., those permits allowing for commencement of vertical construction of the Contemplated Improvements) are specifically excluded from the Government Approvals. Seller agrees to apply for, or join in any and all applications, permits, consents, zoning, land use, concurrency, platting and other permitting, etc., that may be required to be filed in connection with the Government Approvals. Purchaser shall pay all reasonable and documented costs associated with obtaining the Government Approvals.

b. **Finance Approval.** Purchaser shall have the right to pursue financing of Purchaser's purchase of the Property and construction of the Contemplated Improvements on terms acceptable to Purchaser ("**Finance Approval**" and, together with the Government Approvals, the "**Approvals**"). Purchaser shall use commercially reasonable efforts to complete a concept meeting with the U.S. Department of Housing and Urban Development ("HUD") prior to the expiration of the Inspection Period in order to obtain preliminary acceptance of the Purchaser's funding application for the Property.

c. **Approval Deadline.** Purchaser shall have a period of two hundred seventy (270) days after the expiration of the Inspection Period to obtain the Approvals ("**Approval Deadline**"). If Purchaser has not obtained the Approvals on or before the Approval Deadline, Purchaser may terminate this Agreement, the Deposit shall be returned to Purchaser, and this Agreement shall be null and void. If Purchaser does not terminate this Agreement on or before the Approval Deadline, the First Deposit and the Second Deposit shall become non-refundable to Purchaser except in the event that (i) the Seller fails, refuses or is unable to perform all of its obligations under this Agreement; (ii) one or more of the Closing Conditions in favor of the Purchaser set forth in Section 9 has not been satisfied; (iii) the Purchaser fails to obtain the Approvals as described in this Section 8; or (iv) as otherwise specifically provided in this Agreement.

9. **Closing Conditions.** Purchaser's obligation to close this transaction shall be subject to the satisfaction of each of the following conditions on or before the Closing Date, as may be extended as provided herein:

a. Seller shall not be in default under any material term, covenant or condition of this Agreement.

b. Each of the representations and warranties of Seller set forth in this Agreement shall be true, complete and correct at the date of the Closing as if made at that time, and the Seller shall have delivered its certificate to such effect to Purchaser.

c. Purchaser shall have received the Approvals as described in Section 8 hereof.

d. There shall not be a sewer, water, building or other moratorium in effect which would interfere with the immediate construction and occupancy of Purchaser's Contemplated Improvements ("**Moratorium**").

e. Adequate public utilities are available at or near the Property in sufficient capacity to service the Contemplated Improvements.

f. All utilities serving the Property shall have been paid in full and the service disconnected as of the day prior to the Closing. There shall be no tenants with any rights to possession of any portion of the Property.

At the Closing, the First American Title Insurance Company, through its agent Broad and Cassel, shall irrevocably commit to issue to Purchaser an ALTA Owner's Policy of title insurance, dated as of the date and time of the recording of the deed, in the amount of the Purchase Price, insuring Purchaser as owner of good, marketable and indefeasible fee simple title to the Property, free and clear of liens, and subject only to the Permitted Exceptions.

In the event that any of the foregoing conditions precedent to Closing have not been satisfied as of the Closing Date, Purchaser shall have the right to waive any or all of the foregoing conditions and close this transaction or Purchaser shall have the right to terminate the Agreement, and in such event the Deposit and all interest earned thereon shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except those obligations which survive termination of the Agreement. If at the time of Closing, there is a Moratorium in effect with respect to the Property, then at Purchaser's option (by written notice to Seller): (i) this Agreement shall be terminated and in such event the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except those obligations which survive termination of the Agreement; or (ii) the Closing Date may be extended to the earlier of twenty (20) days after the date the Moratorium is lifted or six (6) months from the scheduled Closing. If the Closing Date is extended and if the Moratorium is still in effect six (6) months from the scheduled Closing, then unless Purchaser waives the existence of such Moratorium as a Closing condition and elects to close this transaction, this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder, except those obligations which survive termination of the Agreement. If Purchaser waives such condition, the Closing shall take place within twenty (20) days after expiration of such six (6) month period.

10. **Closing Documents.** The Closing documents shall be provided by the parties as set forth below:

a. **Seller Deliveries.** At Closing each Seller shall execute and/or deliver to Purchaser, in form acceptable to Purchaser:

i. **Warranty Deed.** A warranty deed in recordable form, duly executed by the Seller, conveying to the Purchaser good, marketable and insurable fee simple title to the Property subject only to the permitted exceptions as reflected in the Commitment which have not been objected to by Purchaser, with the legal description provided in the Commitment.

ii. **Affidavit.** An owner's and contractor's affidavit adequate for title insurance to be issued by the Title Company without exception for parties in possession, mechanics' or materialmen's liens and to permit the Title Company to delete the "gap" in the Title Commitment.

iii. **FIRPTA Affidavit.** In order to comply with the requirements of the Foreign Investment Real Property Tax Act of 1980 ("**FIRPTA**"), Seller will deliver to Purchaser at Closing Seller's affidavit under penalty of perjury stating the Seller is not a "foreign person," as defined in Section 1445 of the Internal Revenue Code of 1986 and the U.S. Treasury

Regulations thereunder, setting forth Seller's taxpayer identification number, and that Seller intends to file a United States income tax return with respect to the transfer. Seller represents and warrants to Purchaser that it has not made nor does Seller have any knowledge of any transfer of the Property or any part thereof that is subject to any provisions of FIRPTA that has not been fully complied with by either transferor or transferee.

iv. Assignment of Impact Fee Credits. An assignment of the Impact Fee Credits, if purchased by Purchaser.

v. Seller Certificate. A duly executed certification that every representation and warranty of Seller under this Agreement is true and correct as of the Closing as if made by Seller at such time;

vi. Authority Documents. Any and all documents reasonably requested by Purchaser or the title company in connection with Seller's authority to execute this Agreement, the deed and all other documents contemplated under this Agreement;

vii. Closing Statement. A closing statement prepared by Escrow Agent setting forth all amounts paid, credited and otherwise due, payable and paid hereunder ("**Closing Statement**"); and

viii. Title Documents. Such additional documents or instruments as may be required to effectuate the terms, conditions and provisions hereof and to carry out the intent of the parties hereto, or as may be reasonably required by the title insurance company, so as to be able to delete at Closing all of the requirements of Schedule B-Section 1 of the Title Commitment and all of the standard printed exceptions (other than the exception for taxes and assessments for the current year not yet due and payable, and the survey exception, which shall be limited to the specific matters affecting the Property reflected on the Survey) from Schedule B-Section 2 of the Title Commitment, and to insure the gap between the effective date of the Title Commitment and the recording of the deed conveying title to the Property from Seller to Purchaser.

b. Purchaser Deliveries. At Closing, Purchaser shall deliver to Seller:

(i) Closing Statement. Closing Statement executed in counterpart;

(ii) Payment. The Purchase Price (as adjusted for all credits, adjustments and prorations set forth in this Agreement).

11. Closing/Closing Expenses. Except as otherwise provided herein, the consummation of the transactions described in this Agreement ("**Closing**") shall take place at the offices of Purchaser's counsel or by mail on the date that is thirty (30) days after the expiration of the Approval Period or the date Purchaser receives all Approvals, whichever is earlier ("**Closing Date**"). Purchaser shall have the right, in Purchaser's sole option, to establish the Closing Date for an earlier date, upon Purchaser's delivery of at least ten (10) days prior written notice to Seller of such earlier Closing Date.

a. Seller Costs. At Closing, Seller shall pay for the cost of state documentary stamps and surtax on the warranty deed and for the recording of, and any and all other costs and expenses of obtaining, all title corrective instruments.

b. Purchaser Costs. At Closing, Purchaser shall pay the fee for recording the warranty deed, the costs of the Survey, and all title search fees and other costs pertaining to the Title Commitment and for the title insurance premium, at the Insurance Commissioner's Minimum Promulgated Rate, on the owner's title insurance policy to be issued to Purchaser pursuant to the Title Commitment in an amount equal to the Purchase Price.

12. Prorations. The following items shall be adjusted, apportioned, and allowed as of the Closing Date:

a. Special Assessment Liens. If, on the Closing Date, the Property or any part thereof, shall be or shall have been affected by any certified, confirmed, and ratified special assessment liens, the same shall be paid and discharged by Seller. Pending liens shall be assumed by Purchaser; provided, however, that once the amount of a pending special assessment lien has been finally determined, the amount of the special assessment lien shall be prorated and Seller shall reimburse Purchaser for any amounts paid by Purchaser which are allocable to the period of time Seller owned the Property within thirty (30) days of Purchaser's delivery to Seller of the proration statement.

b. Real Estate Taxes. If the Closing shall occur before the tax rate is fixed, the apportionment of taxes shall be based upon the real estate taxes for the previous year. If the Property is not assessed for real estate purposes as a separate parcel, but is part of a larger parcel, the taxes attributable to land shall be prorated on a per acre basis, however no taxes attributable to improvements shall be allocated to the Property which is vacant. If the tax rate is not fixed, or if the Property is not taxed as a separate parcel, as aforesaid, the parties agree to make an appropriate adjustment upon the issuance of the actual statement for the taxable year. Thus, if at the time of Closing, the taxes for the current year have not been finally determined, Seller or Purchaser, as the case may be, agree to pay any balance later found to be due on the reparation of the actual taxes for the year in which the Closing occurred, within thirty (30) days of the determination thereof.

c. Survival. The provisions of this Section 12 shall survive the Closing.

13. Condemnation.

a. If the Property, or any part thereof, or any interest therein, shall be taken by eminent domain or condemned prior to the Closing Date, or if Seller shall receive any notice or knowledge that any agency or entity having the power of eminent domain is contemplating or is seeking the taking or condemnation of the Property, or any part thereof, or any interest therein, Seller shall promptly notify Purchaser thereof ("Condemnation Notice").

b. Subject to the provisions of subsections (c) and (d) of this Section 13, Purchaser shall be entitled to the proceeds of any condemnation proceeding relating to any taking prior to or after the Closing Date. If the payment of such proceeds is received by the Seller prior to the Closing Date, the proceeds shall be delivered to Purchaser at Closing. If such proceeds are not delivered to the Purchaser on the Closing Date, there shall be a Closing adjustment under Section 3 in the amount of such proceeds.

c. If a condemnation, eminent domain or other taking proceeding shall have been overtly threatened or commenced against the Property, or a portion thereof, or an interest therein, then in any such event, Purchaser shall have the option within thirty (30) days after receiving each Condemnation Notice, either to: (i) notify Seller and Escrow Agent of Purchaser's election to terminate this Agreement in which case the Deposit, shall be returned to

Purchaser and the parties shall thereafter be relieved of any further obligation or liability hereunder; or (ii) complete the sale without any adjustments to the Purchase Price, except that any and all condemnation awards which relate to the Property, or any portion thereof, or any interest therein, received by Seller before Closing in respect of such taking shall be paid to Purchaser on the Closing Date as a Closing adjustment, and Seller shall transfer and assign to Purchaser at Closing all of Seller's rights and interest in and to any such awards and any such proceeds, and all such proceeds and all such awards received by or payable to the Seller after Closing on account thereof shall be paid over to Purchaser as a post-closing adjustment under Section 3. Seller's obligation to transfer to Purchaser all such proceeds and all such awards received by or paid to the Seller after Closing shall survive the Closing hereunder.

d. Notwithstanding anything in this Agreement to the contrary, unless Purchaser has elected to terminate this Agreement, as provided in subsection (c) above, the Closing Date shall be thirty (30) days after receiving any Condemnation Notice, or the date set forth in Section 11, whichever is later.

e. The provisions of this Section 13 shall survive the Closing.

14. **Broker.** Seller and Purchaser represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction other than Eshenbaugh Land Company, whose commission shall be paid by Seller at Closing pursuant to separate agreement. In the event of any claim for a broker's or a finder's fee or commission in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party. The mutual indemnities and representations and warranties of each of Seller and Purchaser in this Section 14 shall survive the Closing.

15. **Default.** In the event that Purchaser shall fail to perform its obligations hereunder and such failure is through no fault or failure of Seller to comply with its obligations hereunder, Seller may, as its sole, exclusive and absolute remedy, terminate this Agreement and retain, as full and complete agreed upon liquidated damages, the Deposit. If Seller shall refuse to close, despite its obligation to close hereunder, or if any of the representations, warranties and covenants of Seller shall at any time on or before Closing be found to be false or misleading in any material respect, or if Seller is otherwise in default under the terms and provisions of this Agreement, Purchaser may: (i) terminate this Agreement and obtain the return of its Deposit and shall be entitled to reimbursement of its out-of-pocket costs in connection with this Agreement, its due diligence and costs incurred in connection with the Approvals, or (ii) Purchaser may seek specific performance of Seller's obligations hereunder, unless specific performance is not available to Purchaser, in which case Purchaser may seek any other remedy available at law or equity.

16. **Notice.** All notices, consents, approvals, waivers and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently made or given only when delivered in person, or sent via nationwide overnight delivery service, or sent by facsimile or email with the original simultaneously sent by nationwide overnight delivery service if required pursuant the provisions below in this subsection:

To Purchaser:

Mr. William T. Fabbri  
THE RICHMAN GROUP OF FLORIDA, INC.

477 South Rosemary Avenue, Suite 301  
West Palm Beach, FL 33401  
Telephone: (561) 832-1114  
Facsimile: (561) 832-1104  
Email: [fabbrit@richmancapital.com](mailto:fabbrit@richmancapital.com)

With a copy to: Joanne Flanagan, Esq.  
JDF, LLC.  
340 Pemberwick Road  
Greenwich, Connecticut 06831  
Facsimile: (203) 869-9543

And to: Diane D. Karst, Esq.  
BROAD AND CASSEL  
7777 Glades Road, Suite 300  
Boca Raton, Florida 33434  
Telephone: (561) 218-8867  
Facsimile: (561) 218-8979  
Email: [dkarst@broadandcassel.com](mailto:dkarst@broadandcassel.com)

To Seller: 301 and Bloomingdale, L.L.C.  
Attention: William P. Curtis, Manager  
3333 W. Kennedy Boulevard, Suite 206  
Tampa, Florida 33609  
Telephone: (813) 875-6324  
Email: [billcurtis@islandmanagement.com](mailto:billcurtis@islandmanagement.com)

With a copy to: K. Clayton Brickleyer, Esq.  
BRICKLEYER LAW GROUP  
400 N. Ashley Drive, Suite 1100  
Tampa, FL 33602  
Telephone: (813) 229-7700  
Email: [clayton@bricklawgroup.com](mailto:clayton@bricklawgroup.com)

To Escrow Agent: Diane D. Karst, Esq.  
BROAD AND CASSEL  
7777 Glades Road, Suite 300  
Boca Raton, Florida 33434  
Telephone: (561) 218-8867  
Facsimile: (561) 218-8979  
Email: [dkarst@broadandcassel.com](mailto:dkarst@broadandcassel.com)

Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been dated, given and received: (i) on the date of actual receipt if transmitted by overnight courier, or hand delivery; (ii) on the date of transmission, if transmitted by telecopier or email and confirmation of successful transmission is provided by such telecopier or a response receipt is sent by the receiving party; if no response receipt is sent by the receiving party, a copy of such notice shall be sent via nationwide overnight delivery service on the date of such transmission.

17. **Radon Gas Notice.** Pursuant to Florida Statutes Section 404.056(5), Seller hereby makes, and Purchaser hereby acknowledges, the following notification:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

18. **Escrow Agent.**

a. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement. Escrow Agent shall not be deemed to have any implied duties or obligations under or related to this Agreement.

b. Escrow Agent may: (a) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; (b) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (c) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing any instrument; Escrow Agent's duties under this Agreement are and shall be limited to those duties specifically provided in this Agreement.

c. The parties to this Agreement do and shall indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, including attorneys' fees and costs, which it may incur or with which it may be threatened by reason of its action as Escrow Agent under this Agreement, except for such matters which are the result of Escrow Agent's gross negligence or willful malfeasance.

d. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or about the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement; upon filing such action, Escrow Agent shall be released from all obligations under this Agreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees, including those for appellate matters and for paralegals and similar persons, incurred in its capacity as escrow agent in connection with any such interpleader action; Escrow Agent may represent itself in any such interpleader action and charge its usual and customary legal fees for such representation, and the court shall award such attorneys' fees, including those for appellate matters and for paralegals and similar persons, to Escrow Agent from the losing party. Escrow Agent shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

e. Escrow Agent may resign upon five (5) calendar days' written notice to Seller and Purchaser. If a successor escrow agent is not appointed jointly by Seller and Purchaser within the five (5) calendar-day period, Escrow Agent may petition a court of competent jurisdiction to name a successor.



f. Seller and Purchaser acknowledge and agree that Escrow Agent is the law firm representing Purchaser with regard to this Agreement and the transaction which is the subject hereof, and hereby waive any claim against Escrow Agent based upon a conflict of interest as a result of Escrow Agent serving in such dual capacities, excluding only actions by Escrow Agent constituting knowing and intentional misconduct. Seller further agrees that Escrow Agent shall be permitted to represent Purchaser in all aspects of this Agreement and the subject transaction, including, without limitation, any dispute with respect to the Deposit.

g. The provisions of this Section shall survive the Closing and also the cancellation of this Agreement.

19. **General Provisions.** The following general terms and conditions apply to this Agreement:

a. **Singular/Plural – Masculine/Feminine.** Words used herein in the singular shall include the plural and words in the masculine/feminine/neuter gender shall include words in the masculine/feminine/neuter where the text of this Agreement requires.

b. **Titles.** Headings in this Agreement are for convenience only.

c. **Successors.** The terms, covenants, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

d. **Choice of Law.** This Agreement shall be interpreted according to the laws of the State of Florida.

e. **Time.** Time is of the essence in the performance of each and every one of the obligation of the parties to this Agreement. In computing any period of time described herein, the day of the act or event for which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

f. **Effective Date.** The last date this Agreement is executed by Purchaser and Seller shall be deemed to be the “**Effective Date**” of this Agreement.

g. **Jury Trial Waiver.** IN THE EVENT EITHER PARY BRINGS SUIT TO ENFORCE THE TERMS OF THIS AGREEMENT, THEN EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

h. **Liability Joint and Several.** If more than one party is named herein as Seller, then such parties hereby agree that the liability of each hereunder shall be joint and several.

i. **Counterparts.** This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need be produced as evidence of the terms hereof. Handwritten signatures delivered via facsimile or other electronic means shall be deemed originals.

20. Entire Agreement; Construction; Severability. This Agreement integrates and supersedes all other agreements and understandings of every character of the parties and comprises the entire agreement between them. This Agreement may not be changed, except in writing signed by the parties. No waiver of any rights or obligations hereunder shall be deemed to have occurred unless in writing signed by the party against whom such waiver is asserted and no waiver shall be deemed a waiver of any other or subsequent right or obligations. The parties acknowledge that the parties and their respective counsel have reviewed and revised this Agreement and, therefore, the normal rule of construction of contracts that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement and any exhibits or amendments thereto. If any portion of this Agreement is held to be invalid or inoperative, the remainder of it shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative to the extent possible.

[Signatures appear on following pages]

IN WITNESS WHEREOF, each of the parties has executed this Agreement on the dates set forth below.

**PURCHASER:**

THE RICHMAN GROUP OF FLORIDA, INC., a Florida corporation

By: \_\_\_\_\_  
Print Name: William T. Fabbric  
Title: Executive V.P.  
Date: 4/2/15

**SELLER:**

301 AND BLOOMINGDALE, L.L.C., a Florida limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**JOINDER OF ESCROW AGENT**

Broad and Cassel has joined in the execution of this Agreement in order to acknowledge its agreement to act as Escrow Agent in accordance with the terms and provisions of this Agreement, subject to collection.

Dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ESCROW AGENT:**

BROAD AND CASSEL

By: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties has executed this Agreement on the dates set forth below.

**PURCHASER:**

THE RICHMAN GROUP OF FLORIDA, INC., a Florida corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SELLER:**

301 AND BLOOMINGDALE, L.L.C., a Florida limited liability company

By: Will P. Hill  
Print Name: Will P. Hill  
Title: President  
Date: 7/1/2015

**JOINDER OF ESCROW AGENT**

Broad and Cassel has joined in the execution of this Agreement in order to acknowledge its agreement to act as Escrow Agent in accordance with the terms and provisions of this Agreement, subject to collection.

Dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ESCROW AGENT:**

BROAD AND CASSEL

By: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties has executed this Agreement on the dates set forth below.

**PURCHASER:**

THE RICHMAN GROUP OF FLORIDA, INC., a Florida corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

301 AND BLOOMINGDALE, L.L.C., a Florida limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**JOINDER OF ESCROW AGENT**

Broad and Cassel has joined in the execution of this Agreement in order to acknowledge its agreement to act as Escrow Agent in accordance with the terms and provisions of this Agreement, subject to collection.

Dated as of the 3<sup>rd</sup> day of April, 2015.

**ESCROW AGENT:**

BROAD AND CASSEL

By: David D. Karst

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Approximately 23.46 acres of land consisting of folio numbers 073860.0000, 073864.0000, 073867.0000 and 073872.0000. Final legal description shall be confirmed by surveyor.

4817-8632-0930, v. 4

**FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** ("**Amendment**") entered into by and between **301 and Bloomingdale, L.L.C.**, a Florida limited liability company ("**Seller**"), and **The Richman Group of Florida, Inc.**, a Florida corporation ("**Buyer**").

**BACKGROUND**

A. Seller and Buyer entered into that certain Purchase and Sale Agreement with an Effective Date of April 3, 2015 ("**Agreement**"); for certain tracts and parcels of land in Hillsborough County, Florida, as more particularly described in the Agreement ("**Property**"); and

B. Seller and Purchaser wish to amend the terms and provisions of the Agreement as more particularly set forth herein.

**AGREEMENT**

In consideration of Ten Dollars (\$10) and other good and valuable consideration, Seller and Purchaser agree as follows:

1. **Recitals and Terms.** The above recitals are true and correct and are incorporated herein by reference. Capitalized terms which are not defined in this Amendment shall have the same meaning as defined in the Agreement.

2. **Closing.** Section 11(c) is hereby added to the Agreement as follows:

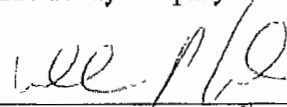
11 (c) At Purchaser's option, exercisable upon ten (10) days written notice to Seller, the Closing Date may be extended to June 1, 2016 ("**Extended Closing Date**"). In the event Purchase elects to close on the Extended Closing Date, the Purchase Price shall be increased to Four Million Two Hundred Thousand and 00/100 Dollars (\$4,200,000.00).

3. **Miscellaneous.** Facsimiled or emailed copies of this Amendment and the Agreement and any signatures thereon shall be considered for all purposes as originals. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Amendment. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control. Except as amended and modified herein, the remaining terms and provisions of the Agreement shall remain in full force and effect as originally set forth therein.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latter of the dates set forth below.

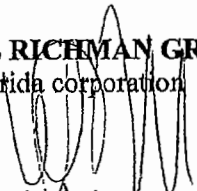
**SELLER:**

**301 AND BLOOMINGDALE, L.L.C.**, a Florida limited liability company

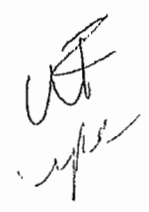
By:   
Name: William P. Curtis  
Title: MANAGER

**BUYER:**

**THE RICHMAN GROUP OF FLORIDA, INC.**, a Florida corporation

By:   
Name: William T. Fabbrì  
Title: Executive Vice President

4834-2551-9658, v. 1





# Attachment

16

LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM

Name of Development: City Edge

Development Location: Robert Tolle Drive, Robert Tolle Drive and Valhalla Pond Drive, Riverview  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of Hillsborough, committed  
(Name of City or County)  
\$ 275,000.00 (which may be used as a Non-Corporation Funding Proposal in the Application if it meets the  
(loan amount)

required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ 79,000.00.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

[Signature]  
Signature

MICHAEL S. MURKIN  
Print or Type Name

COUNTY ADMINISTRATOR  
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 01-14)

RFA 2015-107

# Attachment

17

Not Applicable

# Attachment

18

Not Applicable

# Attachment

19

## The Richman Group Affordable Housing Corporation

---

340 Pemberwick Rd.  
Greenwich, CT 06831  
(203) 869-0900  
FAX (203) 869-1034

November 2<sup>nd</sup>, 2015

William T. Fabbri  
City Edge Senior Apartments, Ltd.  
477 S. Rosemary Avenue, Suite 301  
West Palm Beach, FL 33401

Re: Firm Commitment for City Edge Senior Apartments, Ltd.

Dear Mr. Fabbri:

The Richman Group Affordable Housing Corporation is the sponsor of investment partnerships which provide equity capital for multi-family apartment complexes that are eligible for low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986 ("Low-Income Housing Tax Credits") by investing in limited partnerships that own such apartment complexes. Accordingly, The Richman Group Affordable Housing Corporation is a Housing Credit Syndicator as such term is defined in Rule 67.48.002(67), F.A.C.

Set forth below is a firm commitment for the acquisition of a 99.99% limited partnership interest in City Edge Senior Apartments, Ltd. (the "Partnership") by an affiliated limited partnership ("Investor") of The Richman Group Affordable Housing Corporation. City Edge Senior GP, LLC (the "General Partner") is the General Partner of the Partnership. The Partnership will construct a multi-family apartment complex located in Riverview, Florida (the "Apartment Complex"). The anticipated Eligible Housing Credit Request Amount is \$1,848,370.

1. Percentage of Anticipated Amount of Credit Allocations Being Purchased: The percentage of the anticipated amount of Low-Income Housing Tax Credits being purchased is 99.99%.
2. Anticipated Housing Credit Allocation: The total amount of Low-Income Housing Tax Credits that Investor anticipates will be allocated to the Partnership over 10 years is \$18,483,700 (the "Anticipated Housing Credit Allocation").



3. Syndication Rate: The syndication rate is 97% (the "Syndication Rate"), calculated by dividing the "Total Amount of Equity Being Provided" (as such term is defined below), by the product of the Anticipated Housing Credit Allocation and 99.99%.

4. Equity Pay-In Schedule: The Investor will make an equity contribution to the Partnership in accordance with the following schedule:

|   |                    |
|---|--------------------|
| <u>Installment No. 1:</u>   |                    |
| Paid prior to or simultaneous with the closing of construction financing              | \$2,689,110 (15%)  |
| <u>Installment No. 2:</u>   |                    |
| Paid upon the completion of construction and receipt of all certificates of occupancy | \$11,652,808 (65%) |
| <u>Installment No. 3:</u>   |                    |
| Paid upon the later of the following:   | \$3,585,478 (20%)  |
| (1) Receipt of final Low-Income Housing Credit Certification, and                     |                    |
| (2) Receipt of form 8609  |                    |

|  |                     |
|--|---------------------|
| <u>The total amount of equity being provided by the Investor is ("Total Amount of Equity Being Provided"):</u> | <u>\$17,927,396</u> |
|--|---------------------|

5. Total Amount of Equity Being Provided Prior to Completion of Construction: The total amount paid prior to the completion of construction (including Installments No.1) is:  
\$2,689,110 (15%)

6. Commitment Expiration: This commitment shall expire on July 30, 2016.

7. Adjuster Clause: The amount stated above is based upon the Anticipated Housing Credit Allocation stated above. The actual amount of Low-Income Housing Tax Credits that are allocated may in fact change after the determination of eligible and qualified basis. Accordingly, the Total Amount of Equity Being Provided may be adjusted to correspond to the amount of Low-Income Housing Tax Credits that are actually allocated to the Partnership. If the final amount of Low-Income Housing Tax Credits is greater or less than the anticipated Housing Credit Allocation, the Total Amount of Equity Being Provided shall be adjusted so that the ratio of the Total Amount of Equity Being Provided divided by the Low-Income Housing Tax Credits actually allocated is equal to the Syndication Rate.

8. Cash Flow Distribution: Cash flow of the Partnership after expenses and debt service will be distributed, to the extent available, according to the following priority:

First: To repay any credit adjusters due to the Investor, then to repay any loans made by the Investor, then to pay any operating deficit loans made by the General Partner and then to pay deferred development fee.

Second: Remaining amounts split 10% to the Investor and 90% to the General Partner, with the General Partner's share of such cash flow payable as a Partnership Administration Fee.

9. Sale or Re-Finance: Upon the sale of the Apartment Complex or a refinancing of the permanent mortgage loan, proceeds will be allocated in accordance with the following priority;

First: Expenses of the sale and/or refinancing and satisfaction of underlying financing, plus any other third-party obligations and debts;

Second: Return of any credit adjusters due to the Investor, followed by repayment on the outstanding balance of any operating deficit loans previously made by the General Partner (See Guarantees); and

Third: Balance of proceeds split 10% to the Investor, 90% to the General Partner.

10. Guarantees: The General Partner shall guarantee the following:

(A) Against recapture of the Low-Income Housing Tax Credits for 15 years. Causes for recapture shall include (i) failure of General Partner to maintain required insurance coverage, and (ii) failure of General Partner to rent to qualified tenants. However, the obligation to maintain the required insurance coverage is limited to the ability of the Partnership to fund the premium of such insurance coverage either through operating income and/or operating deficit loans (subject to limitation as described in (C) below); provided however, that if the Partnership is unable to pay the insurance premium, the General Partner must notify the Investor of its inability to provide insurance at least 30 days prior to the expiration of the Partnership's insurance coverage. If the General Partner fails to notify Investor of its inability to pay the insurance premium, then the liability for recapture of Low-Income Housing Tax Credits shall continue.

The General Partner shall further guarantee against recapture of the Low-Income Housing Tax Credits which is due to foreclosure of the mortgage loan which could have been prevented by the General Partner funding its operating deficit loan obligation as described in (C) below.

(B) The payment in full of all costs and expenses of the acquisition and rehabilitation of the Apartment Complex in excess of the proceeds of all the construction period sources of funds.

(C) The funding of operating deficits until breakeven operations is achieved and the funding of any operating deficiencies for a three (3) year period from the later of breakeven operations or funding of the permanent mortgage loan. A further assurance will be an agreement by the managing agent of the Apartment Complex (the "Managing Agent") to defer and accrue the management fee, if necessary, to prevent a default under the permanent mortgage loan.

(D) Repurchase of the Investor's interest in the Partnership if the Partnership fails to place the Apartment Complex in service by December 31, 2018.

11. Representations and Warranties: The General Partner shall provide standard and customary representations and warranties to the Investor.

12. Duties and Obligations: The General Partner shall be obligated to assume standard and customary duties and obligations.

13. Legal Opinions: The General Partner shall cause the attorneys for the Partnership to provide standard and customary legal opinions.

14. Accountants and Financial Reporting: The "Accountants" for the Partnership shall be Reznick, Fedder and Silverman. Their fee shall be subject to the General Partner's review. Financial information will be required to be submitted to the Investor by the 45th day after the end of each quarter, for the first three Calendar quarters of each year. Such financial information may be unaudited and may be prepared by the Managing Agent. Annual audited financial statements and tax information will be required to be submitted to the Investor by the General Partner by February 25 of each year.

15. Removal Rights: The Investor shall have the right to remove the General Partner for cause.

16. Indemnity Agreement: The General Partner shall indemnify Investor and its officers, directors and affiliates for any untrue statement of a material fact or omission to state a material fact necessary to make any such statements, in light of the circumstances under which they were made, by the General Partner or their agents set forth in any document delivered by the General Partner or their agents in connection with the acquisition of the Apartment Complex and the investment by the Investor in the Partnership.

17. Title insurance: The General Partner shall provide, at Partnership expense, title insurance in favor of the Partnership in an amount not less than the sum of (1) all mortgage loans, and (2) the Total Amount of Equity Being Provided.

18. Reserve Requirements: The Partnership will be required to make an annual minimum deposit to a reserve for replacements in an amount equal to the greater of (i) \$300 per unit per year or

(ii) the amount utilized in the under underwriting of the mortgage loans by the lenders. Additionally, to the extent not required by the lenders, the Partnership shall make monthly deposits of insurance and taxes to a segregated Partnership bank account.

19. Hazard and Liability Insurance: The Partnership shall deliver evidence of hazard insurance equal to the replacement cost of the apartment complex. The hazard insurance must include endorsements for inflation adjustment and code upgrade coverage. Liability insurance shall be in the amount of at least \$5,000,000.

If the above is acceptable to the General Partner, please execute this firm commitment and return it to the Investor. This letter shall be governed by and construed in accordance with the internal laws of the State of Connecticut.

Sincerely,

The Richman Group Affordable Housing Corporation

By: 

Jason Wilber  
Executive Vice President

Agreed to and accepted as of November 3<sup>rd</sup>, 2015

**CITY EDGE SENIOR APARTMENTS, LTD.,**  
a Florida limited partnership

By: City Edge Senior GP, LLC, a Florida limited liability company, its sole General Partner

By: 

William T. Fabbri  
Executive Vice President

# Attachment

20



DANA D. CHESTNUT  
FIRST VICE PRESIDENT

SunTrust Community Capital, LLC  
1155 Peachtree Street, NE  
Suite 300  
Atlanta, GA 30309  
Tel 404.827.6949  
Fax 404.230.5534  
dana.d.chestnut@suntrust.com

**CONFIDENTIAL**

October 30, 2015

Mr. William T. Fabbri  
Executive Vice President  
The Richman Group of Florida, Inc.  
477 South Rosemary Ave  
Suite 301  
West Palm Beach, FL 33401

**Re: City Edge Senior Apartments, Ltd., A to-be-built, 120-unit LIHTC apartment development in Hillsborough County, Florida.**

Dear Todd,

I am pleased to advise you that SunTrust Bank (the "Bank") is willing to consider making a construction loan (the "Loan") to finance the new construction of City Edge, a to-be-built 120-unit project in Hillsborough County, FL (the "Project"). It is based substantially on the proposed terms and conditions set forth in the attached Annex I (Annex I together with this cover letter, the "Proposal Letter").

This Proposal Letter is merely an expression of interest by the Bank in the proposed financing and should not be construed to be, expressly or by implication, a commitment, an offer, an agreement in principle or an agreement by the Bank to make the Loan. The terms are subject to standard credit underwriting and approval by the Bank.

By its signature below, Borrower requests the Bank to process this letter as an application for the loan and to present the loan for consideration by the Bank's loan committee.

If this letter states an acceptable basis for commencing the Bank's review process, please so advise by executing and returning the enclosed copy of this letter, along with a good faith deposit check for \$25,000.00 made payable to SunTrust Bank, by November 30, 2015. Bank is hereby authorized to order an appraisal, environmental assessment, and engineering report covering the property, and to engage counsel to prepare any commitment and loan related documentation.

Thank you for the opportunity to be considered for the financing of this project. We look forward to pursuing this opportunity with you.

Sincerely,  
Sun Trust Community Capital, LLC

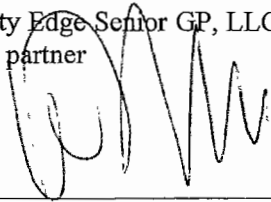
***Dana D. Chestnut***

Dana D. Chestnut  
First Vice President

This Proposal Letter (including, without limitation, the disclaimers set forth in the cover letter) is acknowledged as of November 3, 2015.

BORROWER: City Edge Senior Apartments, Ltd., a Florida Limited Partnership

By: City Edge Senior GP, LLC a Florida limited liability company, its general partner

By:   
\_\_\_\_\_  
William T. Fabbri  
Executive Vice President

This proposal Letter is for your confidential use only and is sent to you on the condition that neither the existence of this Proposal Letter nor its contents will be disclosed publicly or privately to any person or entity, except to those of the Company's officers, employees, agents, counsel or accountants directly involved with this proposed financing and then only on the basis that it not be further disclosed. Without limiting the generality of the foregoing, none of such persons shall use or refer to the Bank or any of its affiliates in any disclosure made in connection with the proposed transaction without the Bank's prior written consent.

ANNEX I

**PROPOSED SUMMARY OF TERMS AND CONDITIONS**

This Term Sheet:

- IS CONFIDENTIAL
- IS FOR DISCUSSION PURPOSES ONLY
- IS NOT AN OFFER TO EXTEND CREDIT
- IS NOT A COMMITMENT TO LEND
- IS NOT AN AGREEMENT TO ISSUE A COMMITMENT

Borrower: City Edge Senior Apartments, Ltd., a Florida limited partnership.

Purpose: To construct the 120-unit City Edge in Hillsborough County, Florida.

Loan Amount: Construction Loan – \$16,090,972 or an amount that does not exceed 75% loan to value (including the value of the Low Income Housing Tax Credits based on appraisal accepted by the Bank).

Perm Loan – An amount not to exceed \$2,360,000 provided that the perm loan does not exceed 80% loan to value based on an acceptable appraisal and a minimum DSCR of 1.20X. Conversion shall be based on the greater of 90% occupancy or actual occupancy for 90 consecutive days at a minimum of a 1.20X DSCR.

Required Equity: Borrower must provide evidence to the Bank's satisfaction prior to loan closing of the award of 2015 LIHTC from the Florida Housing Finance Corporation as well as other sources of local or State funding.

Maturity: 24 months from the Loan closing (the "Maturity")

Interest Rate: The interest per annum payable on the Loan will be the "Index" plus a margin of 2.50% (the "Interest Rate"). The "Index" shall be the one month LIBOR established by the British Banker Association as of 11:00 a.m. (London Time) on the first business day of each month as published by an on-line information service, such as Bloomberg Financial Markets News Services or any comparable reporting service selected by the Bank. Interest Rate shall be adjusted on the first business day of the month. Adjustments to the Rate shall be effective as of the first calendar day of each month. Interest will be calculated on the actual number of days elapsed over a year of 360 days.

Perm Loan - Perm loan will be committed at construction loan close for a period



up to 18-years utilizing an amortization not to exceed 30-years.

Origination Fee: Construction Loan: 75 bps of loan payable at closing.  
Perm Loan: 75 bps of loan payable at construction loan close.

Collateral: The Loan will be secured by a first mortgage on the land and improvements constructed thereon (the "Project"). The security will also include all customary items for loans of this type, including assignment of plans and specifications, leases and rents, architectural and construction contracts, etc and other documents as may be advised by Bank's counsel.

Guarantors: Guaranties of payment and performance to be provided by Richman Housing Development, LLC.

Third Party Assessments: At the Borrower's expense, the Bank will order and approve prior to closing the Loan an appraisal, Phase I Environmental report and other assessments deemed necessary, such as building/structural condition, flood determinations, soils reports, wetlands delineations, etc. If third party costs are to be incurred prior to approval of a commitment, a deposit may be required to cover such costs.

Other Requirements: 1. An ALTA as-built survey of the property and all improvements; a detailed construction completion report affirming the project has been built according to the approved plans and specifications; receipt of all certificates of occupancy and all relevant permits, licenses and approvals from all governing jurisdictions.  
2. Receipt of Bank-ordered MAI appraisal acceptable to Bank in its sole discretion; loan amount not to exceed 75% of stabilized property value including the value of the Low Income Housing Tax Credits.  
3. An acceptable Phase 1 environmental site assessment must be provided by a firm acceptable to the Bank.

Financial Reporting Requirements: Annual borrower and guarantors financial statements must be provided to the Bank within 120 days of each fiscal year end upon completion. Borrower shall provide internally-prepared monthly income and balance sheet statements within thirty days of month end. Additionally, rent rolls must be provided to the Bank on a monthly basis within one week of month end.

**Madison Highlands, LLC**  
**American Residential Development, LLC**  
558 W. New England Ave., Suite 250  
Winter Park, FL 32789

February 2, 2016

Ms. Kate Flemming  
Corporation Clerk  
Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32301

Re: Request For Applications (“RFA”) 2015-107 Housing Credit Financing for Affordable Housing Developments Located in Large Counties

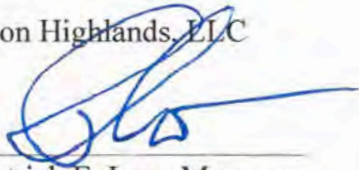
Dear Ms. Flemming:

On behalf of American Residential Development, LLC (“ARD”) and Madison Highlands, LLC (“Madison Highlands”) (#2016-109C), this letter serves as ARD’s and Madison Highlands’ timely notice of protest pursuant to section 120.57(3), Florida Statutes, and advises the Florida Housing Finance Corporation that ARD and Madison Highlands intend to protest the Corporation’s notice of intended decision regarding the above-referenced procurement as published on the Corporation’s website on January 29, 2016 at 2:41 p.m. ARD and Madison Highlands, among other things, specifically challenge the eligibility and scoring determinations of the Applicants listed below:

|      | <b>Development</b>                 | <b>Applicant</b>                  | <b>Developer</b>  |
|------|------------------------------------|-----------------------------------|---|
| 119C | The Boulevard at West River        | West River Phase 2, LP            | WRDG Boulevard, LLC   |
| 120C | City Edge                          | City Edge Senior Apartments, Ltd. | The Richman Group of Florida, Inc.  |
| 129C | Mango Blossom                      | Blue Lemon, LLC                   | Blue Sky Communities LLC  |
| 137C | Laburnum Gardens                   | SP Gardens, LLC                   | Southport Development, Inc., a Washington corporation doing business in Florida as Southport Development Services, Inc. |
| 138C | Bethune Residences I at West River | West River Phase 1A, LP           | WRDG Bethune I, LLC   |

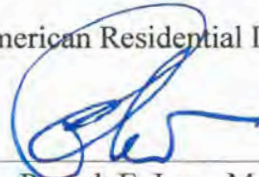
Sincerely,

Madison Highlands, LLC



By: Patrick E. Law, Manager

American Residential Development, LLC



By: Patrick E. Law, Manager

Copy: Hugh Brown, Esq., Florida Housing Finance Corporation  
Michael G. Maida, Esq.  
J. Timothy Schulte, Esq., Zimmerman, Kiser, Sutcliffe, LLC  
James W. Middleton, Esq., Smith, Gambrell and Russell, LLP

**EXHIBIT**

**J**

# EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION - NO IMPROVEMENTS

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

**LEGAL DESCRIPTION:**

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS ROAD RIGHT-OF-WAY, OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 1; RUN THENCE NORTH 89°54'44" WEST (BASIS OF BEARINGS) ALONG THE SOUTHWEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 1, 1350.93 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE NORTH 0°09'07" WEST, ALONG THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, 48.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BLOOMINGDALE AVENUE PER HILLSBOROUGH COUNTY RIGHT-OF-WAY MAPS (PROJECT NO. 94-126-R) AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 89°54'44" WEST, 138.79 FEET; THENCE (2) NORTH 89°11'14" WEST, 290.77 FEET; THENCE (3) SOUTH 89°10'04" WEST, 245.97 FEET TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG SAID WEST BOUNDARY, NORTH 0°00'19" WEST, 808.18 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, 1231.07 FEET TO THE POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; AND THENCE ALONG EAST BOUNDARY, SOUTH 80°09'07" EAST, 613.42 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 9.44 ACRES, MORE OR LESS.

**PLAT NOTES:**

- BEARINGS SHOWN HEREON ARE BASED ON THE GRID BEARINGS OF NORTH 89°54'44" WEST FOR THE SOUTH BOUNDARY LINE OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND ARE TIED TO THE FLORIDA COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983. ADJUSTED 1990. X-Y COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO SAID FLORIDA COORDINATE SYSTEM. COORDINATES HAVE BEEN ESTABLISHED TO A MINIMUM OF THIRD ORDER ACCURACY AND ARE SUPPLEMENTAL DATA ONLY. ORIGINATING COORDINATES: HILLSBOROUGH COUNTY CONTROL STATIONS "LIMON A" AND "B" C.
- SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION OF WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING; THE DEVELOPMENT SERVICES DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS FOR DEVELOPMENT.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND IS THE ONLY COPY OF RECORD TO BE MAINTAINED BY THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY.
- THE WETLAND CONSERVATION AREA SHALL BE RETAINED IN A NATURAL STATE PURSUANT TO HILLSBOROUGH COUNTY, FL. LAND DEVELOPMENT CODE (LDC) AS AMENDED. THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 94-446, AND CHAPTER 94-447, F.S., SHALL APPLY TO THIS PLAT. THE WETLAND CONSERVATION AREA IS REQUIRED AND SHALL CONFORM TO THE PROVISIONS STIPULATED WITHIN THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE.

**BOARD OF COUNTY COMMISSIONERS:**

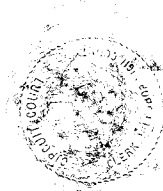
THIS PLAT HAS BEEN APPROVED FOR RECORDATION:

CHAIRMAN Jim DeLuca DATE 1/23/06

**CLERK OF CIRCUIT COURT:**

COUNTY OF HILLSBOROUGH, STATE OF FLORIDA  
I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM, OF CHAPTER 177, PART I, OF FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK 107, PAGE 126, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY PAT FRANK DEPUTY CLERK  
BY Christine Beis DEPUTY CLERK  
THIS 24 DAY OF JANUARY, 20 06, TIME 10:23AM  
CLERK FILE NUMBER 2006040580



**SUBDIVIDER/DEDICATION:**

THE UNDERSIGNED AS OWNER, MORTGAGEE, OR OTHER PERSON, CORPORATION OR ENTITY HAVING A RECORD INTEREST IN THE LANDS HEREBY DESCRIBED WHICH ARE TO BE SUBDIVIDED AND PLATTED INTO THE SUBDIVISION OF "EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION - NO IMPROVEMENTS" HEREBY DEDICATES THIS PLAT FOR RECORD.

THE PRIVATE INGRESS/EGRESS, UTILITY, AND DRAINAGE EASEMENT LYING WITHIN PARCEL A, THE PRIVATE 5.00 FOOT UTILITY EASEMENTS, AND THE PRIVATE 10.00 FOOT DRAINAGE EASEMENT ARE HEREBY RESERVED BY THE OWNER FOR CONVEYANCE TO A LOT OWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAN AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION.

THE INTEREST IN PARCEL A (COMMON AREA) IS HEREBY RESERVED BY THE OWNER FOR CONVEYANCE TO A LOT OWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAN AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION.

IT IS THE INTENT OF THE UNDERSIGNED OWNER THAT A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE PRIVATE ROADS AND DRIVEWAYS BEING SHOWN ON THIS PLAT BE GRANTED TO THE PUBLIC FOR THE DELIVERY OF MAIL, PACKAGE DELIVERY, SOLID WASTE/SANITATION, EMERGENCY MEDICAL AND OTHER EMERGENCY RESPONSES, MAIL, PACKAGE DELIVERY, SOLID WASTE/SANITATION, AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES FOR INGRESS AND EGRESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION.

THE UNDERSIGNED ALSO HEREBY CONFIRMS THE LIMITS OF THE PUBLIC RIGHT-OF-WAY AS SHOWN HEREON.

**JAMES ANTUNANO MANAGEMENT CORPORATION, A FLORIDA CORPORATION - OWNER**

James Antunano PRESIDENT  
Allyssa WITNESS

**ACKNOWLEDGEMENT:**

COUNTY OF HILLSBOROUGH, STATE OF FLORIDA  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21 DAY OF December, 20 05, BY  
JAMES ANTUNANO, PRESIDENT, JAMES ANTUNANO MANAGEMENT CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED PERSONAL IDENTIFICATION AND WHO DID TAKE AN OATH.

**NOTARY PUBLIC:**

SIGN Joann L. Merrell SEAL  
PRINT Joann L. Merrell  
TITLE Secretary  
SERIAL NUMBER DB 34-3636  
COMMISSION EXPIRES Sept. 8, 2008



**PLAT APPROVAL:**

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.081, FOR CHAPTER CONFORMITY. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

REVIEWED BY: [Signature]  
FLORIDA PROFESSIONAL SURVEYOR & MAPPER, LICENSE # 3840  
COUNTY SURVEYING DIVISION, REAL ESTATE DEPARTMENT, HILLSBOROUGH COUNTY

**SURVEYOR'S CERTIFICATE:**

I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED; THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.s) WERE SET ON THE 14TH DAY OF NOVEMBER, 2005, AND LOT CORNERS HAVE BEEN SET AS SHOWN HEREON.

CERTIFIED BY Walter C. Sherrill, Jr. PSM #4803  
WALTER C. SHERRILL, JR.

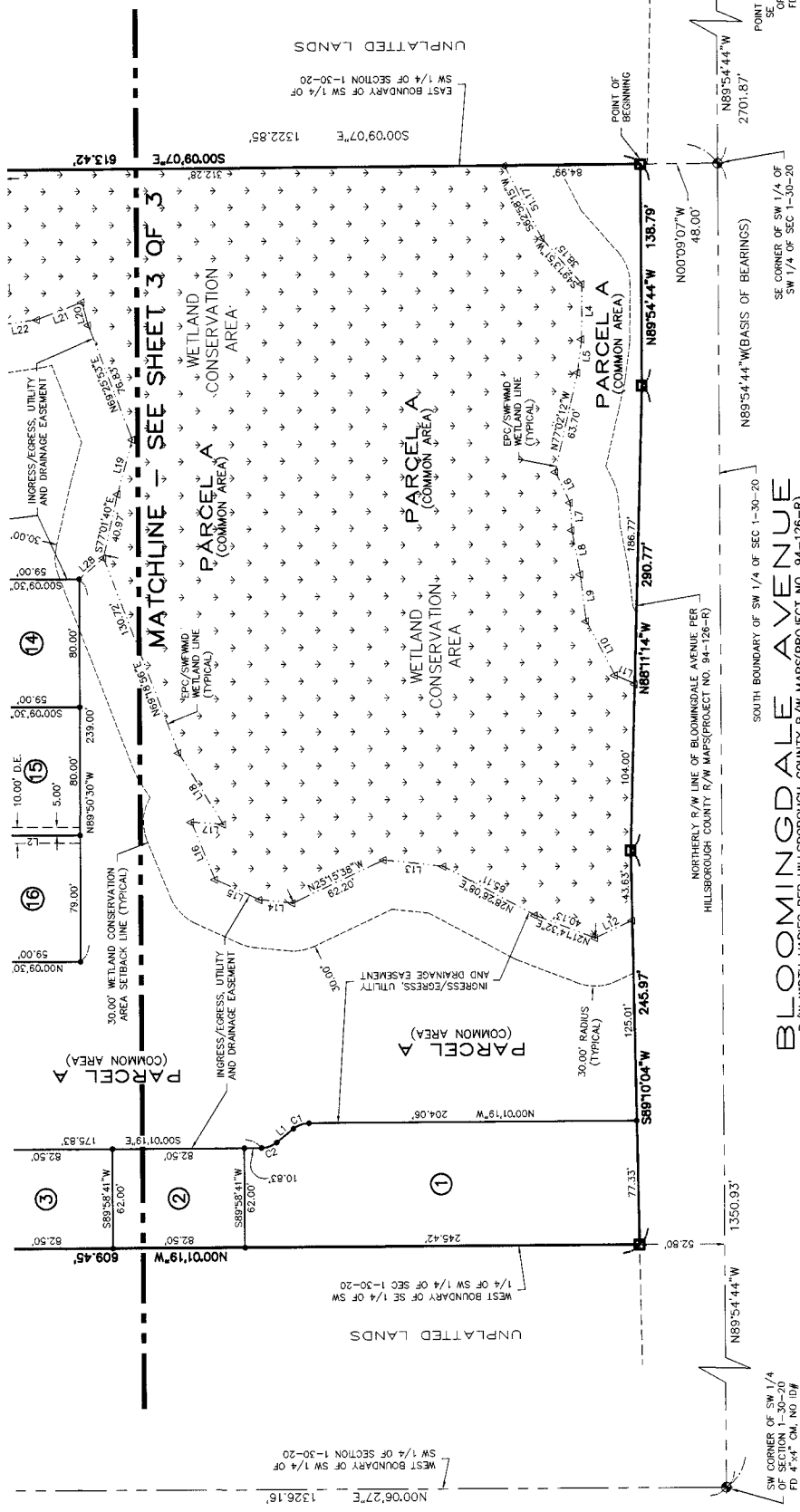
BROOKS AND AMADEN, INC. (LB #5221)

**ba** BROOKS AND AMADEN, INC.  
civil engineering • land surveying  
2005 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510  
P: 813-653-1125 • F: 813-653-1679 • www.brooks-amaden.com  
State of Florida, D.B.P.R. Certificate of Auth. #5221  
Plot Date: 11-15-05 SHEET 1 OF 3

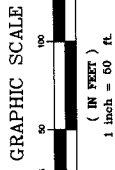
**EXHIBIT  
K**

# EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION - NO IMPROVEMENTS

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA



NOTE: PARCEL A IS COMPRISED OF ALL LANDS SHOWN HEREON EXCLUDING LOTS 1 THROUGH 16. PARCEL A INCLUDES THE WETLAND CONSERVATION AREA, THE INGRESS/EGRESS, UTILITY AND DRAINAGE EASEMENTS SHOWN HEREON COVER ALL PARCEL A EXCEPT FOR THE WETLAND CONSERVATION AREAS AS SHOWN HEREON.

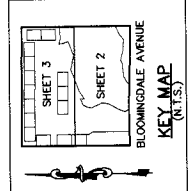


**ba**  
civil engineering • land surveying  
BROOKS AND AMADEN, INC.  
205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510  
P: 813-652-1125 • F: 813-652-1679 • www.brooks-amaden.com  
State of Florida, D.B.P.R. Certificate of Auth. #6221  
Path: P:\977-01\DWG\Plot\97701Plat-Mstr.dwg  
Plot Date: 11-15-05

| LINE TABLE |                    |
|------------|--------------------|
| LINE       | BEARING            |
| L1         | 13.50' N89°10'07"W |
| L2         | 59.00' S00°09'30"W |
| L3         | 34.58' N89°16'50"W |
| L4         | 21.15' N89°17'22"W |
| L5         | 21.29' S89°44'01"W |
| L6         | 21.27' S89°45'20"W |
| L7         | 29.55' S89°22'55"W |
| L8         | 38.31' S89°42'37"W |
| L9         | 13.30' S74°33'44"W |
| L10        | 25.44' N25°16'41"W |
| L11        | 37.30' N85°28'51"E |
| L12        | 24.09' N85°06'11"E |
| L13        | 30.38' N24°48'10"E |
| L14        | 20.86' S04°24'01"W |
| L15        | 52.56' N88°11'30"E |
| L16        | 35.26' S74°51'21"E |
| L17        | 14.81' N75°35'58"E |
| L18        | 23.95' N21°15'11"W |
| L19        | 23.39' N85°20'12"W |
| L20        | 20.17' S41°10'02"E |

| CURVE TABLE |        |        |           |       |         |
|-------------|--------|--------|-----------|-------|---------|
| CURVE       | RADIUS | DELTA  | TANGENT   | CHORD | BEARING |
| C1          | 10.28' | 15.00' | 39.16'48" | 5.35' | 10.08'  |
| C2          | 10.28' | 15.00' | 39.16'48" | 5.35' | 10.08'  |

- LEGEND**
- SET PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE FOUND CONCRETE MONUMENT
  - FOUND CONCRETE MONUMENT
  - RIGHT-OF-WAY
  - RADIUS
  - IDENTIFICATION
  - FLORIDA COORDINATE SYSTEM SECTION
  - U.T.E. UTILITY EASEMENT
  - D.E. DRAINAGE EASEMENT
  - NOT TO SCALE
  - WETLAND POINT
  - ENVIRONMENTAL PROTECTION COMMISSION
  - SWFWMD SOUTH WEST FLORIDA WATER MANAGEMENT DISTRICT
  - LOT CORNER, SET CAPPED
  - SECTION CORNER LB #5221
  - SECTION CORNER
  - LOT NUMBER



| CURVE TABLE |        |        |           |       |         |
|-------------|--------|--------|-----------|-------|---------|
| CURVE       | RADIUS | DELTA  | TANGENT   | CHORD | BEARING |
| C1          | 10.28' | 15.00' | 39.16'48" | 5.35' | 10.08'  |
| C2          | 10.28' | 15.00' | 39.16'48" | 5.35' | 10.08'  |

**ba**  
civil engineering • land surveying  
BROOKS AND AMADEN, INC.  
205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510  
P: 813-652-1125 • F: 813-652-1679 • www.brooks-amaden.com  
State of Florida, D.B.P.R. Certificate of Auth. #6221  
Path: P:\977-01\DWG\Plot\97701Plat-Mstr.dwg  
Plot Date: 11-15-05

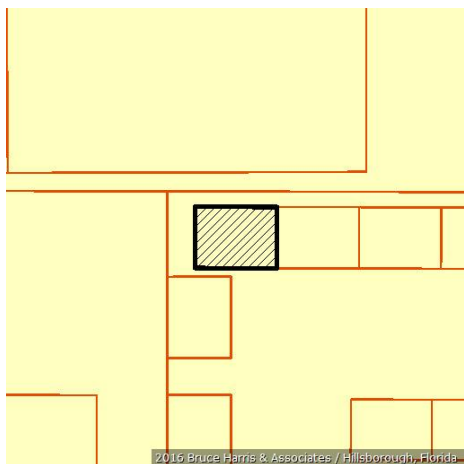




# Bob Henriquez Hillsborough County Property Appraiser

https://www.hcpafil.org/  
15th Floor County Ctr.  
601 E. Kennedy Blvd, Tampa, Florida 33602-4932  
Ph: (813) 272-6100

## Folio: 073176-9010



| Owner Information      |   |
|------------------------|---|
| <b>Owner Name</b>      | GF FINANCIAL LLC                                    |
| <b>Mailing Address</b> | 4830 W KENNEDY BLVD STE 445<br>TAMPA, FL 33609-2583 |
| <b>Site Address</b>    | 1108 E BLOOMINDALE AV, VALRICO                      |
| <b>PIN</b>             | U-01-30-20-891-000000-00005.0                       |
| <b>Folio</b>           | 073176-9010   |
| <b>Prior PIN</b>       | U-01-30-20-ZZZ-000002-75940.0                       |
| <b>Prior Folio</b>     | 073151-0100   |
| <b>Tax District</b>    | U - UNINCORPORATED                                  |
| <b>Property Use</b>    | 1005 VACANT PRO PARK                                |
| <b>Plat Book/Page</b>  | 107/126   |
| <b>Neighborhood</b>    | 223006.00   Van Sant Area                           |
| <b>Subdivision</b>     | 891   EXECUTIVE PARK OF VALRICO                     |

| Value Summary   |              |                |            |               |
|-----------------|--------------|----------------|------------|---------------|
| Taxing District | Market Value | Assessed Value | Exemptions | Taxable Value |
| County          | \$38,400     | \$24,394       | \$0        | \$24,394      |
| Public Schools  | \$38,400     | \$38,400       | \$0        | \$38,400      |
| Municipal       | \$38,400     | \$24,394       | \$0        | \$24,394      |
| Other Districts | \$38,400     | \$24,394       | \$0        | \$24,394      |

Note: This section shows Market Value, Assessed Value, Exemptions, and Taxable Value for taxing districts. Because of changes in Florida Law, it is possible to have different assessed and taxable values on the same property. For example, the additional \$25,000 Homestead Exemption and the non-homestead CAP do not apply to public schools, and the Low Income Senior Exemption only applies to countywide and certain municipal millages.

| Sales Information |      |       |      |           |                          |                    |       |
|-------------------|------|-------|------|-----------|--------------------------|--------------------|-------|
| Book              | Page | Month | Year | Type Inst | Qualified or Unqualified | Vacant or Improved | Price |
| 22287             | 0693 | 11    | 2013 | WD        | Unqualified              | Improved           | \$100 |

**EXHIBIT**  
**L**

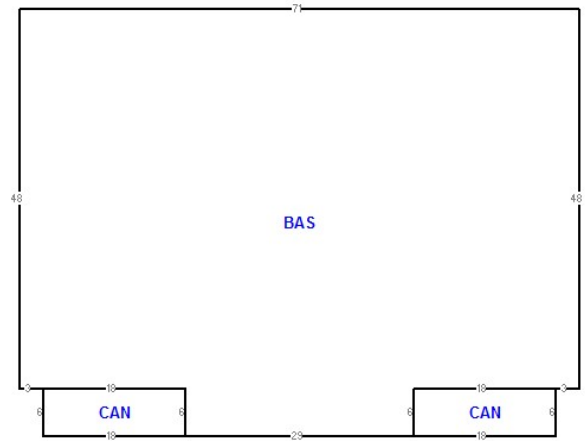
## Building Information

### Building 1

|                   |                      |
|-------------------|----------------------|
| <b>Type</b>       | 00   NOT CALCULATING |
| <b>Year Built</b> | 2006                 |

### Building 1 Construction Details

| Element           | Code  | Construction Detail       |
|-------------------|-------|---------------------------|
| Class             | C     | Masonry or Concrete Frame |
| Exterior Wall     | 7     | Masonry Frm: Stucco       |
| Exterior Wall     | 8     | Brick                     |
| Roof Structure    | 4     | Truss (Wood/Metal)        |
| Roof Cover        | 6     | Tile                      |
| Interior Walls    | 1     | Masonry or Minimum        |
| Interior Flooring | 2     | Concrete Finished         |
| Heat/AC           | 0     | None                      |
| Plumbing          | 0     | None                      |
| Condition         | 3     | Average                   |
| Stories           | 1.0   |                           |
| Units             | 1.0   |                           |
| Wall Height       | 10.00 |                           |



### Building 1 subarea

| Area Type | Gross Area | Heated Area | Depreciated Value |
|-----------|------------|-------------|-------------------|
| BAS       | 3,582      | 3,582       | \$0               |
| CAN       | 108        |             | \$0               |
| CAN       | 108        |             | \$0               |

**Land Information - Total Acreage: 0.11**

| Use Code | Description       | Zone | Front | Depth | Land Type        | Total Land Units | Land Value |
|----------|-------------------|------|-------|-------|------------------|------------------|------------|
| 1308     | Pad Site Class 08 | PD   | 0.0   | 0.0   | SF   SQUARE FEET | 4,800.00         | \$38,400   |

**Legal Description**

**Legal Description** EXECUTIVE PARK OF VALRICO LOT 5



**DECLARATION OF RICHARD T. CREECH, PE PSM**

I Richard T. Creech, PE PSM , of Creech Consulting, Inc., under penalties of perjury declares that the following statements are true to the best of my knowledge and belief:

1. I am over the age of eighteen years and have personal knowledge of the contents of this Affidavit.
2. I am a Professional Surveyor and Mapper, State of Florida License No. 5760 for nineteen (19) years. I am a Professional Civil Engineer, State of Florida License No. 38592 for twenty-nine (29) years.
3. A summary listing of my qualifications and experience is attached as Exhibit No.
  1. I have been qualified as an expert witness in various aspects of site development and provided expert testimony or provided expert opinions in numerous courts and administrative hearings, including Martin County Land vs. Martin County, Florida, State of Florida, Division of Administrative Hearings, Case No. 15-03000M (2015) and Old A1A at Summer Haven Land Owners vs St. Johns County, St. Augustine, FL, Case No. CA 05-694, Seventh Judicial Circuit Court, St. John’s County, Florida (2012).
4. I was retained by the law firm of Zimmerman, Kiser & Sutcliffe, P.A., to provide expert consultation. I have reviewed the following documents in the preparation of my opinions: Purchase and Sale Agreement between Southport Financial Real Estate LLC and GF Financial, LLC; Plat of Executive Park of Valrico (“Plat”); aerial photo with notes from the County records; and title search that is attached as Composite Exhibit No. 2. I also conducted an inspection on February 24,

**EXHIBIT  
M**

2016, of the Property at the street address stated in the Purchase and Sale Agreement and the Plat.

5. Section 1.3 of the Purchase and Sale Agreement defines Property “as the Parcel of land located at 1108 E. Bloomingdale Avenue, Valrico, Florida, consisting of approximately 2 acres as depicted on Exhibit A attached hereto. The parties agree, prior to the expiration of the Due Diligence period, to revise Exhibit A to reflect the exact legal description of the Property.” Exhibit A appears to be a drawing of the land in the Plat with a section of it outlined and “hashed” by hand drawing with what appears to be a felt tip pen (hereinafter referred to as the (“Sketch”).
6. I was requested to determine whether the legal description of the Property could be determined from the Purchase and Sale Agreement and Sketch. I was also asked whether a surveyor with the Purchase and Sale Agreement before him could locate the land and establish the boundaries of the Property described in the Purchase and Sale Agreement and the Sketch without any supplementation or amendment of the Purchase and Sale Agreement.
7. The Purchase and Sale Agreement does not clarify whether the hashed portion of the Sketch or the non-hashed portion is the Property is the Property being sold in the Purchase and Sale Agreement.
8. Pursuant to usual and customary practice of a surveyor, I investigated the address in the Purchase and Sale Agreement – 1108 E. Bloomingdale Ave., Valrico, Florida - to determine if the address would assist in identifying the Property to the

exclusion of all other properties. At the time of my initial investigation, I determined that there was no property with the address 1108 E. Bloomingdale Ave. However, there was a lot with the address of 1108 Bloomingdale Ave. (notice that the “E” for East is missing) and a lot with the address of 1108 E. Bloomindale Ave. (notice that the “g” in Bloomingdale is missing). Both properties are located within the Plat. 1108 Bloomingdale Ave. is owned by Bigtro, Inc. and is a lot located on Exhibit A to the Purchase and Sale Agreement outside of the hashed area. 1108 E. Bloomindale is owned by GF Financial, LLC, the entity identified as the Seller in the Purchase and Sale Agreement, and it is inside the hashed area. The fact that only one of the lots is owned by the Seller and that one lot is within the hashed area might indicate that the Seller intended to sell a portion of the hashed area.

9. Recently, the street address for 1108 Bloomingdale Ave. was changed by Hillsborough County to 1108 E. Bloomingdale Ave. and 1108 E. Bloomindale was changed to 1126 E. Bloomingdale Ave. As a result, the street address of the Property in Purchase and Sale Agreement is not owned by the Seller and is a lot located outside of the hashed area on the Sketch.
10. The lot with the similar address inside the hashed area is only .11 acre. However, Section 1.3 of the Purchase and Sale Agreement describes the Property as “1108 E. Bloomingdale Ave., Valrico, Florida, consisting of approximately 2 acres...” The Purchase and Sale Agreement is patently ambiguous and insufficient to

identify the Property subject to the Purchase and Sale Agreement to the exclusion of all other property.

11. In my opinion, there is no identifiable two acre parcel located within the hashed portion of the Sketch.
12. The Sketch covers some, but not all of a platted office park known as Executive Park of Valrico. The Seller owns 13 platted lots within the hashed area. Each of the platted lots has a separate street address. All 13 of the lots combined would only be approximately 1.4 acres.
13. Based upon my review of the County records and visit to the site, the area included within the Sketch is approximately seven (7) acres.
14. In summary, the Property subject to the Purchase and Sale Agreement cannot be located by reference to the street address and the reference to two acres contained within the Purchase and Sale Agreement on the Sketch.
15. I next considered whether a surveyor could disregard the street address of the .11 acre lot and the 2 acre description and just use the Sketch to determine the boundaries or reference points of the hashed area on the Sketch without the assistance of supplemental documents or amendments to the Purchase and Sale Agreement.
16. Even if a surveyor disregarded the Buyer and Seller's intentions as expressed in the Purchase and Sale Agreement regarding the street address and the two acres, the Sketch would be insufficient to determine the boundaries or reference points of the hashed area on the Sketch without the assistance of supplemental

documents or amendments to the Purchase and Sale Agreement. The boundaries cannot be set for the following reasons:

- a. There are no dimensions for the cutout on the east boundary for the “stormwater area” identified on the Sketch. There is no stormwater area near the east boundary of the Plat.
  - b. The east and south boundary of the Sketch also cannot be set due to the stair-step cutout of the conservation area in the southeast corner of the Sketch.
  - c. The west boundary of the Sketch cannot be determined, because it appears to set through a parking area.
17. In summary, it is my opinion that the boundaries of the hashed area on the Sketch cannot be located by a surveyor without the assistance of supplemental documents or amendments to the Purchase and Sale Agreement. Moreover, even with the assistance of supplemental documents or even the testimony of the Buyer and Seller, there would be no way to reconcile the large hashed area with the much smaller reference in the Purchase and Sale Agreement to the two acres and the even smaller acreage in the street address provided in the Purchase and Sale Agreement.

Under penalties of perjury, I declare that I have read the foregoing Declaration and that the facts stated in it are true.

A handwritten signature in black ink, appearing to read "Richard Creech". The signature is fluid and cursive, with a long horizontal stroke at the end.

RICHARD T. CREECH, PE PSM



## **Richard T. Creech, P.E., P.S.M.** **Principal**

Mr. Creech's extensive thirty year (30) experience includes planning, design, permitting, project management and construction management of multi-disciplined municipal and private development projects throughout the Nation. Projects involving large and small scale commercial developments; multi-faceted campuses include numerous schools and colleges, state correctional institutions and juvenile justice facilities, adult care living facilities, and various state and local parks, recreational facilities, and sports fields.

He has served on Carnegie Mellon University's Board of Trustees and was a founding member of the Civil and Environmental Engineering Department's Advisory Board serving for roughly 18 years helping to guide one of the Nation's top 10 engineering programs. He continues to serve as the Vice Chair for the Florida Engineering Society's Conservation and Environment Committee overseeing the State's rulemaking and legislative challenges on subjects such as water resources and the environment on behalf of the Society. He has also served NEECS as an advisor on development of the Professional Land Surveyors national exam and questions.

His service to improving the environmental and water resources in Florida was recognized by the Florida Institute of Consulting Engineers and American Engineers Council with **Engineering Excellence** awards in 1998 for his work at East Fork Creek restoration project in Martin County, Florida and, again in 2004 for the Salerno Creek Stormwater Retrofit, also in Martin County, Florida.

### ***Principal Areas of Expertise:***

Water and Environmental resources  
Site Development  
Correctional Institutions  
Master Planning  
Land Surveying  
Due Diligence

### ***Select Client List:***

**State of Florida**  
Department of Corrections  
Department of Juvenile Justice  
Department of Environmental Protection  
Department of Community Affairs  
Department of Transportation  
Fish and Wildlife Commission

**National Retailers**  
Walmart Stores Inc.  
Lowes Home Improvement  
Target  
Costco Wholesale  
Chick Fil A  
Outback, Carrabass,

**Municipalities**  
Martin County  
St. Lucie County  
Palm Beach County

City of Stuart  
City of Live Oak  
City of Port St. Lucie  
City of Palm Bay

### ***Professional Experience:***

President Creech Consulting, Inc. 2015 to present  
President Creech Engineers, Inc. 2007 to 2015  
Vice president Creech Engineers, Inc. 1995-2005  
President Creech Engineers, Inc. 1988-1995  
Lindahl, Browning, Ferrari & Hellstrom 1984-1988  
Creech and Associates, Professional Land Surveyors 1972-1984

### **Academic Credentials**

**BS - Carnegie Mellon University 1983 -  
Carnegie Institute of Technology - Civil  
Engineering**

### **Professional Registration**

- Professional Engineer, State of Florida #38592
- Professional Surveyor & Mapper, State of Florida #5760
- Professional Engineer, State of North Carolina #19490
- Certificate of Continued Professional Education #801

### **Professional Affiliations & Honors**

- *Young Engineer of the Year*  
Florida Engineering Society, Treasure Coast Chapter 1990 and 1994
- *Engineer of the Year*  
Florida Engineering Society, Treasure Coast Chapter 1998
- Florida Engineering Society –Treasure Coast Chapter President (1995-1996)
- Florida Surveying & Mapping Society – Indian River Chapter President (2004-2005)
- Carnegie Mellon University Civil Engineering Department *Outstanding Alumnus* 2008,
- Carnegie Mellon University *Distinguished Alumni* Award recipient 2013

### **Direct Contact Information**

*rtcreech@creech.consulting*  
office: (772)485-2140  
cell: (772)260-4977

**ASSIGNMENT AND ASSUMPTION**

THIS ASSIGNMENT AND ASSUMPTION is dated effective as of October 26, 2015, by and between Southport Financial Real Estate LLC, a Florida limited liability company ("**Assignor**"), and SP Gardens LLC, a Florida limited liability company ("**Assignee**").

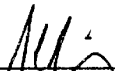
GF Financial, LLC, a Florida limited liability company ("**Seller**"), and Assignor, as Purchaser, entered into that certain Purchase and Sale Agreement dated October 5, 2015 (the "**PSA**") concerning the real property known as 1108 E. Bloomingdale Ave, Valrico, FL (the "**Property**").

Assignor hereby assigns to Assignee all of its right, title and interest in and to the PSA. This Assignment includes, without limitation, all of Assignor's rights to the Deposits under the PSA. Assignee hereby accepts such assignment and hereby assumes all of the obligations of Assignor under the PSA.

This Assignment may be executed in a number of identical counterparts. Delivery of a facsimile, scanned, or other copy of a signed version of this Assignment has the same effect as delivery of an original. Delivery by electronic transmission such as email or facsimile shall be deemed effective delivery of a copy.

**ASSIGNOR:**

Southport Financial Real Estate LLC


By:  \_\_\_\_\_  
Scott Seckinger, Vice President

**ASSIGNEE:**

SP Gardens LLC

By: SP Gardens Manager LLC, a Florida limited liability company, its Manager

By: SP and MS LLC, a Florida limited liability company, its Manager

By:  \_\_\_\_\_  
Scott Seckinger, Vice President



## PURCHASE AND SALE AGREEMENT

Purchaser and Seller hereby agree as follows:

1. **Basic Terms and Definitions.** Capitalized terms used in this Agreement shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Agreement.

- 1.1. **"Purchaser"** means Southport Financial Real Estate LLC, a Florida limited liability company.
- 1.2. **"Seller"** means GF Financial, LLC, a Florida limited liability company.
- 1.3. **"Property"** means the parcel of land located at 1108 E. Bloomingdale Ave, Valrico, Florida, consisting of approximately 2 acres, as depicted on Exhibit A attached hereto. The parties agree, prior to the expiration of the Due Diligence Period, to revise Exhibit A to reflect the exact legal description of the Property.
- 1.4. **"Purchase Price"** means Two Million Dollars (\$2,000,000.00).
- 1.5. **"Deposit"** means \$25,000.00, plus any additional Deposits specified in this Agreement.
- 1.6. **"Broker"** means JRGC LLC, compensated by Purchaser in accordance with Section 28.
- 1.7. **"Due Diligence Period"** means the period of time beginning on the Effective Date and ending on December 15, 2015.
- 1.8. **"Closing Date"** means fifty (50) days after the expiration of Due Diligence Period, as may be extended pursuant to Section 17 of this Agreement.
- 1.9. **"Effective Date"** means the date that a copy of this Agreement, fully executed by Purchaser and Seller is delivered to both Purchaser and Seller.
- 1.10. **"Escrow Agent"** means Stewart Title Guaranty Company, 3402 W. Cypress Street Tampa, FL 33607, Attn: Stephanie J. Stewart, Esq., Direct (813) 466-3853, Direct Fax (813) 470-7661 [Sstewart@stewart.com](mailto:Sstewart@stewart.com).
- 1.11. **"Title Company"** means Stewart Title Guaranty Company through its agent Pepple Cantu Schmidt PLLC, 2430 Estancia Boulevard, Suite 114, Clearwater, Florida 33761, Attn: Amber F. Williams, 727.724.0100 [awilliams@pcslegal.com](mailto:awilliams@pcslegal.com).

2. **Purchase and Sale.** Purchaser agrees to purchase, and Seller agrees to sell and convey, upon the terms and conditions contained herein, the Property for the Purchase Price. The Purchase Price will be payable all cash at Closing.

3. **Deposits.** On or before two (2) business days after the Effective Date, Purchaser shall deposit with Escrow Agent the Deposit and the parties shall execute and deliver to Escrow Agent an Escrow Agreement. All Deposits shall be held in a non-interest bearing account with the Escrow Agent, invested according to Escrow Agent's standard practices, and disbursed in accordance with the terms, conditions and provisions of this Agreement. All Deposits shall be a credit against the Purchase Price.

4. **Contingencies.** The obligations of the Purchaser under this Agreement are contingent upon the Purchaser's written approval or waiver of the following contingencies:

4.1. **Contingency of Approval of Title Encumbrances.** Within three (3) days after the Effective Date, Purchaser shall order from the Title Company an Owner's Title Commitment ("**Title Commitment**") accompanied by one copy of all documents affecting the Property, and which constitute exceptions to the Title Commitment. Purchaser shall pay the cost of obtaining the Title Commitment and the premium for the owners title policy ("**Title Policy**") issued to Purchaser at Closing in accordance with the Title Commitment. Purchaser shall give Seller written notice ("**Purchaser's Notice**") on or before the expiration of twenty (20) days after Purchaser's receipt of the Title Commitment, that the condition of title as set forth in the Title Commitment and/or any survey is or is not satisfactory, in Purchaser's sole discretion. Monetary liens shall be paid by Seller at Closing out of the sales proceeds. In the event that condition of title is not acceptable, Purchaser shall specify and set forth each of such objections ("**Objections**") in the Purchaser's Notice. Seller shall notify Purchaser in writing within ten (10) days of receipt of Purchaser's Notice as to which Objections that Seller will not remove as of the Closing Date ("**Remaining Objections**"). If there are any Remaining Objections, Purchaser may, at its option by written notice within five (5) days after Seller's notice, (i) accept title subject to the Remaining Objections, in which event the Remaining Objections shall be deemed to be waived for all purposes, or (ii) terminate this Agreement, in which event all Deposits paid shall be immediately refunded to Purchaser, whereupon no party shall have any further rights or obligations hereunder except for Purchaser's indemnification of Seller in this Agreement. Notwithstanding any of the provisions of this Section to the contrary, if Purchaser fails to notify Seller that the condition of title as set forth in the Title Commitment and survey is or is not acceptable within the time set forth herein, the parties hereby agree that the condition of title shall be deemed acceptable, except for monetary liens. Any exceptions permitted on the Title Policy pursuant to this Section are referred to herein as "**Permitted**".

**Exceptions**". If the Title Company subsequently updates the Title Commitment with additional exceptions to title, the provisions for Purchaser's Notice and Seller's response shall be reinstated, with the Purchaser's Notice regarding the additional exception(s) being due five (5) business days after the date that Purchaser receives the updated exceptions.

4.2. **Contingency of Purchaser's Feasibility Studies.** Purchaser's obligations under this Agreement are expressly contingent upon Purchaser's approval of the Property for acquisition by Purchaser, in Purchaser's sole discretion ("**Feasibility Contingency**"), which shall include but not be limited to Purchaser's evaluation of a feasibility and economic evaluation of the Property as well as all aspects of the Property, including, without limitation, the results of Purchaser's examinations, inspections, testing, and or investigations of the Property. The Feasibility Contingency is solely for the benefit of Purchaser, and the approval and satisfaction of the Feasibility Contingency is to be determined in Purchaser's sole discretion. Purchaser must satisfy or waive the Feasibility Contingency in writing delivered to Seller on or before the Due Diligence Period, and Purchaser shall deliver to Escrow Agent within two (2) business days following such notice to Seller an additional Deposit of \$65,000.00 (the "**Second Deposit**"), and the Feasibility Contingency shall be deemed satisfied, at which point all Deposits paid to that point shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise provided in this Agreement. If Purchaser fails to provide Seller with such written statement of satisfaction or waiver of the Feasibility Contingency by the Due Diligence Period, this Agreement shall automatically terminate, in which event all Deposits paid shall be immediately refunded to Purchaser, whereupon no party shall have any further rights or obligations hereunder except for Purchaser's indemnification of Seller in this Agreement.

5. **Development of Property.** Purchaser acknowledges that the Property is currently part of a larger parcel that is subject to a platted subdivision, a recorded declaration of covenants, conditions and restrictions, and a property owners association. Accordingly, there may be need for Purchaser to grant Seller and other owners within the platted subdivision easements for access, parking, drainage and utilities and for Seller and Purchaser to otherwise cooperate with each other in planning the ultimate development of their respective parcels of land within the platted subdivision. Accordingly, Seller and Purchaser agree to meet within five (5) business days of the Effective Date, and regularly thereafter as necessary in order to mutually agree to a development plan for the platted subdivision. On or before the expiration of the Due Diligence Period, Seller and Purchaser shall have mutually agreed upon the form of any easements or other instruments to be entered into in order to effectuate the agreed upon development plan.

6. **Cooperation of Seller.** It is understood that Purchaser's contemplated use of the Property may require planning, zoning, permit, platting, subdivision, boundary line adjustment, annexation, or other approvals from applicable governmental entities. Seller agrees to cooperate with Purchaser in joining in and executing any necessary documents in connection with submission of such applications, whether for planning, zoning, permits, platting, subdivision, boundary line adjustment, annexation, or otherwise. Seller shall, if reasonable, attend land use hearings and assist in support of Purchaser's proposed development of the Property. All costs in connection with such applications shall be Purchaser's sole responsibility and Purchaser shall hold Seller harmless from any costs, fees or expenses in connection therewith (except that Seller shall pay for the consultants, engineers, attorneys, and others that Seller may retain in connection with such items). Notwithstanding the foregoing, Purchaser shall not agree to or acquiesce in the imposition of any condition on the property without the prior written consent of Seller.

7. **Documents.** Seller agrees that, within five (5) business days of the Effective Date, Seller shall make available to Purchaser all documents and data available to Seller relating to the Property, including but not limited to engineering, soils, title, survey, utilities, zoning, building plans and specifications, and permits. At the Closing, Seller shall assign to Purchaser all engineering studies, soils reports, surveys, building plans and specifications, permits, environmental reports, and other intangible rights related to the Property. Seller acknowledges that the consideration for such assignment is included in the Purchase Price and Seller agrees that Seller has paid in full the amounts due for such items and that all such items shall be transferred to Purchaser at Closing, free and clear of any claims whatsoever.

8. **Purchaser's Right to Enter Property/Indemnity.** Purchaser or an authorized agent of Purchaser shall have the right, at reasonable times, to enter upon the Property and make inspections or tests at Purchaser's sole expense and liability, including but not limited to general inspection and examination, soil tests, borings and surveys. Purchaser is not authorized to conduct any activities in connection with the Property which will result in any liens being filed against the Property. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller from all liability, including any liens, which arise from Purchaser's activities on the Property.

9. **Conveyance.** At Closing, fee title to the Property shall be conveyed to Purchaser by limited warranty deed subject only to the Permitted Exceptions. Seller shall provide to the Title Company at Closing any affidavits and indemnities needed for the Title Company to issue the Title Policy in accordance with this Agreement. Purchaser's obligations hereunder are contingent upon the Title Company, at Closing, being irrevocably and unconditionally committed to issue to Purchaser the Title Policy in accordance with the title requirements listed in Section 4.1 (subject only to payment of its premiums therefor), unless this contingency is not met due to Purchaser's failure to meet the Title Company's requirements for issuance of the Title Policy. If this contingency is not met on the Closing Date, this Agreement shall automatically terminate, Escrow Agent shall disburse the Deposit to Purchaser and neither party shall have any further liability hereunder.

10. **Seller's Representations.** Seller represents and warrants that:

10.1. If an entity, Seller is duly organized, validly existing and in good standing under the laws of the State of its formation.

10.2. Seller is the sole owner of the Property and has the authority to own and convey the Property.

10.3. This Agreement and all documents executed by Seller in connection with this transaction are now, and at the time of Closing will be, duly authorized, executed and delivered by Seller and do not now, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

10.4. All information concerning Purchaser or the transaction contemplated hereby which is disclosed to Seller shall be held confidential by Seller, and Seller shall not, before or after the Closing Date, release any such information to third parties without Purchaser's prior written consent.

11. **AS-IS Purchase.** Except as specifically provided in Section 10, Seller makes no warranties concerning the condition of the Property, and in the event Purchaser satisfies or waives the Feasibility Contingency, Purchaser shall be deemed to accept the Property in its "as is" condition.

12. **Possession.** Purchaser shall be entitled to possession upon the Closing of this transaction.

13. **Risk of Loss.** Seller shall deliver the Property to Purchaser at Closing in the same condition existing as of the Effective Date. Risk of loss or of damage to the Property shall be borne by Seller until the date of Closing. Thereafter, Purchaser shall bear the risk of loss. In the event of loss of or damage to the Property, or a portion thereof, prior to the Closing Date, Purchaser may terminate this Agreement and the Deposits shall be refunded to Purchaser.

14. **Leases.** There will be no leases with respect to the Property as of the Closing Date. Subsequent to the Effective Date, Seller shall not enter into any agreements (or extend any current agreements) with respect to the Property, including but not limited to leases, that will be binding on the owner of the Property and extend beyond the Closing Date, without Purchaser's prior written approval, which may be withheld in Purchaser's sole discretion.

15. **Closing Costs and Prorations.** Purchaser shall each pay the escrow fee of Escrow Agent. Seller shall pay documentary stamp taxes. Purchaser shall pay recording costs for the deed and any mortgage tax on Purchaser's financing. Real estate and *ad valorem* taxes and assessments for the current year, rents, water and other utilities constituting liens shall be prorated as of Closing, with the day of Closing being for Purchaser's account. If the Closing shall occur before the tax rate is fixed for the then current year, the proration of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate is fixed for the year in which the Closing occurs, Seller and Purchaser agree to adjust the proration of taxes and, if necessary, to refund or pay, as the case may be, on or before January 1 of the year following the Closing, an amount necessary to effect such adjustments.

16. **FIRPTA.** Seller and Purchaser agree to execute and deliver any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC Section 1445 and regulations promulgated thereunder.

17. **Closing Date.** This transaction shall be closed (the "**Closing**") on or before the Closing Date at the offices of the Escrow Agent. Purchaser may select an earlier Closing Date upon at least five (5) business days' written notice to Seller. Neither party need be physically present at the Closing. Purchaser shall have four (4) options to extend the Closing for an additional thirty (30) days each ("**Extension Options**"), provided that for each Extension Option, Purchaser must make an additional Deposit with Escrow Agent in an amount of \$25,000.00 on or before the then applicable Closing Date, and shall be applicable to the Purchase Price, and shall be non-refundable, except in the event of a default by Seller under this Agreement or as otherwise provided in this Agreement.

18. **Default.**

18.1. **Seller's Defaults; Purchaser's Remedies.** In the event of a breach by Seller of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within five (5) days after Seller's receipt of notice of default from Purchaser, Purchaser may elect only one of the following two remedies: (a) terminate this Agreement and receive a refund of all Deposits; or (b) enforce specific performance of this Agreement against Seller, including the right to recover attorneys' fees.

18.2. **Purchaser's Defaults; Seller's Remedies.** In the event of a breach by Purchaser of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within five (5) days after Purchaser's receipt of notice of default from Seller, Seller's sole remedy shall be to terminate this Agreement and retain all Deposits paid and any earnings thereon as liquidated damages, not as a penalty. PURCHASER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICAL TO QUANTIFY THE ACTUAL DAMAGES TO SELLER IN THE EVENT OF A BREACH BY PURCHASER, THAT THE AMOUNT OF ALL DEPOSITS PAID IS A REASONABLE ESTIMATE OF SUCH ACTUAL

DAMAGES, AND THAT SELLER'S REMEDY IN THE EVENT OF A BREACH BY PURCHASER SHALL BE TO RETAIN ALL DEPOSITS PAID AND ANY EARNINGS THEREON AS LIQUIDATED DAMAGES.

19. **Attorneys' Fees.** In any legal proceeding arising in connection with this Agreement (including without limitation any arbitration and appellate proceedings as well as any bankruptcy, reorganization, liquidation, receivership or similar proceeding) the substantially non-prevailing party agrees to pay to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees and other legal costs, expended or incurred by the substantially prevailing party in connection therewith (whether incurred before, during, or subsequent to any such action or proceeding).

20. **Notices.** Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, or by email, or confirmed facsimile, or via overnight express courier. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith:

|                 |  |
|-----------------|--|
| For Purchaser:  | Southport Financial Real Estate LLC<br>5403 West Gray Street<br>Tampa, FL 33609<br>Attn: Scott Seckinger<br>Fax: (813) 288-1522<br>Email: <a href="mailto:sseckinger@sphome.com">sseckinger@sphome.com</a>               |
| With a copy to: | Timothy D. Cantu<br>Pepple Cantu Schmidt PLLC<br>2430 Estancia Blvd., Suite 114<br>Clearwater, Florida 33761<br>Fax: (727) 726-9272<br>Email: <a href="mailto:tcantu@pcslegal.com">tcantu@pcslegal.com</a>               |
| For Seller:     | GF Financial, LLC<br>4830 West Kennedy Boulevard, Suite 445<br>Tampa, Florida 33609<br>Attn: Douglas F. Arthur<br>Fax: (813) 832-6406<br>Email: <a href="mailto:doug@griesinvfund.com">doug@griesinvfund.com</a>         |
| With a copy to: | Mechanik Nuccio Hearne & Wester, P.A.<br>305 South Boulevard<br>Tampa, Florida 33606<br>Attn: Alfred A. Colby, Atty.<br>Fax: (813) 276-1560<br>Email: <a href="mailto:aac@floridalandlaw.com">aac@floridalandlaw.com</a> |

21. **Time.** The parties acknowledge that time is of the essence for each time and date specifically set forth in this Agreement. In computing any period of time pursuant to this Agreement, if the final day of a period, act or event falls on a day which is not a business day, then such final day shall be postponed until the next business day, but the commencement date of the time periods based on such final day shall not be postponed. A business day shall mean Monday through Friday, excluding days designated as a postal holiday by the United States Postal Service.

22. **Assignment.** Purchaser may assign this Agreement without Seller's consent to any entity affiliated with Purchaser or the principals of Purchaser. In the event of an assignment this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

23. **Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with Florida law. Any litigation arising out of or in connection with this Agreement shall be conducted in the county where the Property is located.

24. **Headings.** The headings of the paragraphs of this Agreement are inserted solely for the convenience of the parties, and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

25. **Entire Agreement.** There are no verbal or other agreements which modify or affect this Agreement, and Purchaser and Seller agree that this Agreement constitutes the full and complete understanding between the Purchaser and Seller.

26. **Survival.** Purchaser and Seller agree that all representations, warranties and agreements made herein shall not merge in, but shall survive, the Closing of this transaction and the delivery of any deeds hereunder.

27. **Counterparts** This agreement may be executed in counterparts each of which shall be deemed an original. Delivery of a facsimile or other copy of this Agreement has the same effect as delivery of an original.

28 **Real Estate Commission** Purchaser shall pay a commission to Broker in accordance with a separate written agreement. Purchaser shall indemnify Seller against, and hold Seller harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Purchaser. The provisions of this Section shall survive the Closing or the termination of this Agreement. Seller shall indemnify Purchaser against, and hold Purchaser harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Seller.


29 **1031 Exchange** If either party wishes to structure this transaction as part of a 1031 tax deferred exchange, the other party agrees to cooperate in such efforts, and to sign documents to accomplish such purposes; provided, however, that there shall be no material change in the transaction from what would result if there was no tax deferred exchange, and provided that the other party incurs no additional cost, expense, obligation or liability as a result of such tax deferred exchange. The other party shall have no obligation of any kind for the qualification of the transaction for a 1031 tax deferred exchange.

30 **Escrow Agent Instructions** Seller and Purchaser specifically instruct Escrow Agent that: (a) if Escrow Agent receives written notice from Purchaser, on or before the expiration of the Due Diligence Period, that Purchaser elects to terminate this Agreement as provided in Section 4.2, or (b) if Purchaser does not deliver to Seller written notice of its approval and therefore this Agreement is terminated as provided in Section 4.2, then Escrow Agent is to immediately refund all Deposits to Purchaser without the need for any additional instructions from Seller, and by accepting the Deposit, Escrow Agent agrees to do so.

31 **Termination of Offer.** Submission of this Agreement by one party to the other shall constitute an offer to purchase or sell the Property on the terms and conditions set forth herein. This offer shall expire if the other party has not returned two (2) fully executed copies hereof to the other party by 5:00 P.M. on the second business day after receipt.

**PURCHASER:**

Southport Financial Real Estate LLC


By   
Scott Seckinger, Vice President

Date: 10/5/15

**SELLER:**

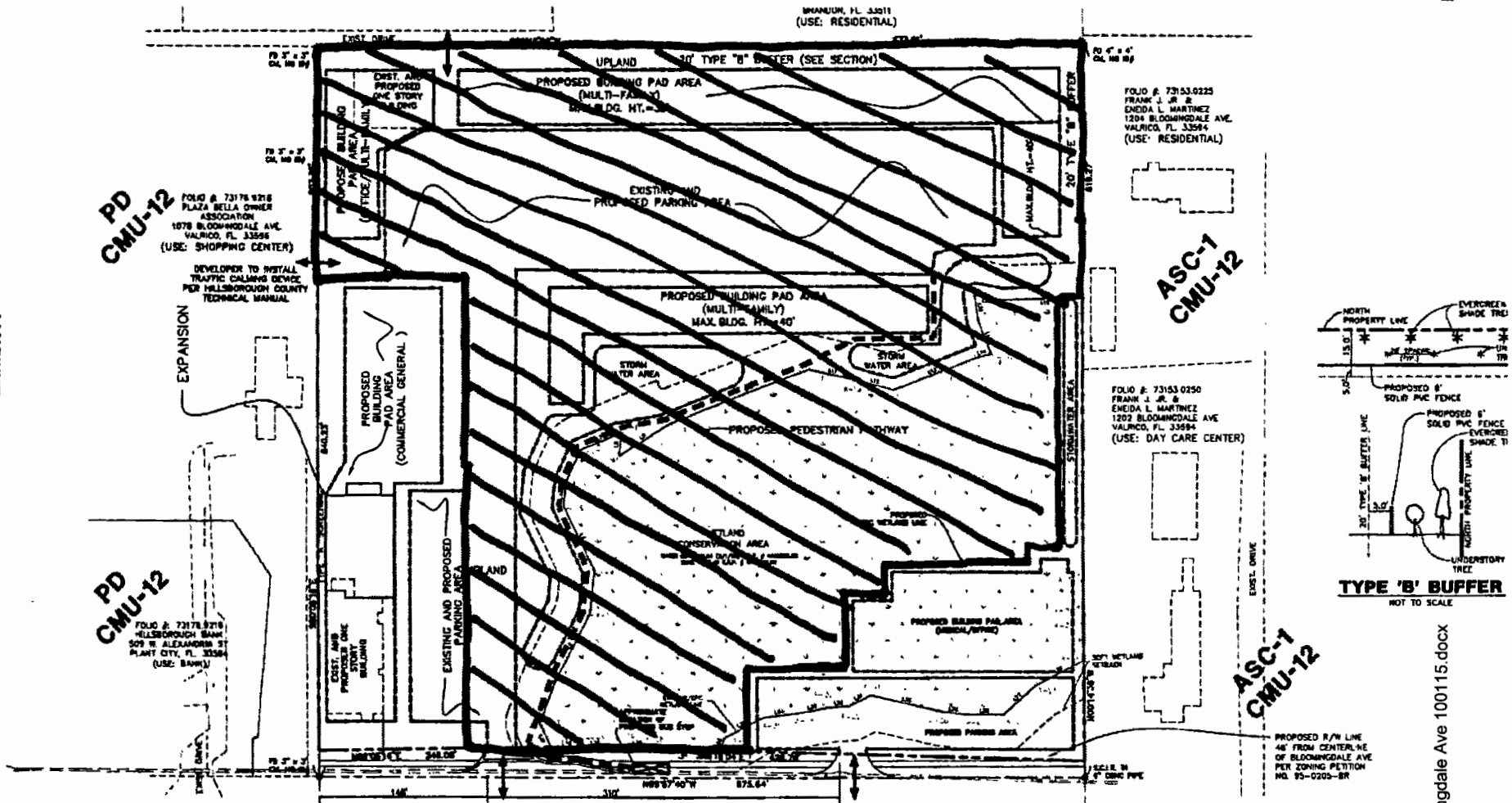
GF Financial, LLC

By GS Debt Partners Management, LLC, a Florida limited liability company, its Manager

By   
Robert Gries, Manager

Date: 10/5/15

Exhibit A



# EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION - NO IMPROVEMENTS

PLAT BOOK 107

PAGE 126

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

**LEGAL DESCRIPTION:**

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS ROAD RIGHT-OF-WAY, OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 1; RUN THENCE NORTH 89°54'44" WEST (BASIS OF BEARINGS), ALONG THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 1, 1350.93 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE NORTH 00°09'07" WEST, ALONG THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, 48.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BLOOMINGDALE AVENUE PER HILLSBOROUGH COUNTY RIGHT-OF-WAY MAPS (PROJECT NO. 94-126-R) AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 89°54'44" WEST, 138.79 FEET; THENCE (2) NORTH 88°11'14" WEST, 290.77 FEET; THENCE (3) SOUTH 89°10'04" WEST, 245.97 FEET TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG SAID WEST BOUNDARY, NORTH 00°01'19" WEST, 609.45 FEET; THENCE SOUTH 89°50'30" EAST, ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, 673.97 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; AND THENCE ALONG EAST BOUNDARY, SOUTH 00°09'07" EAST, 613.42 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 9.44 ACRES, MORE OR LESS.

**SUBDIVIDER/DEDICATION:**

THE UNDERSIGNED AS OWNER, MORTGAGEE, OR OTHER PERSON, CORPORATION OR ENTITY HAVING A RECORD INTEREST IN THE LANDS HEREIN DESCRIBED WHICH ARE TO BE SUBDIVIDED AND PLATTED INTO THE SUBDIVISION OF "EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION - NO IMPROVEMENTS" HEREBY DEDICATES THIS PLAT FOR RECORD.

THE PRIVATE INGRESS/EGRESS, UTILITY AND DRAINAGE EASEMENT LYING WITHIN PARCEL A, THE PRIVATE 5.00 FOOT UTILITY EASEMENTS, AND THE PRIVATE 10.00 FOOT DRAINAGE EASEMENT ARE HEREBY RESERVED BY THE OWNER FOR CONVEYANCE TO A LOT OWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION.

SEE INTEREST IN PARCEL A (COMMON AREA) IS HEREBY RESERVED BY THE OWNER FOR CONVEYANCE TO A LOT OWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION.

IT IS THE INTENT OF THE UNDERSIGNED OWNER THAT A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE PRIVATE ROADS AND RIGHTS-OF-WAY WITHIN PARCEL A AS SHOWN HEREON IS HEREBY CREATED FOR ALL PROVIDERS OF FIRE EMERGENCY, EMERGENCY MEDICAL AND OTHER EMERGENCY RESPONSE, MAIL PACKAGE DELIVERY, SOLID WASTE/SANITATION, AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES FOR INGRESS AND EGRESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION.

THE UNDERSIGNED ALSO HEREBY CONFIRMS THE LIMITS OF THE PUBLIC RIGHT-OF-WAY AS SHOWN HEREON.

**JAMES ANTUNANO MANAGEMENT CORPORATION, A FLORIDA CORPORATION - OWNER**

*James Antunano*  
JAMES ANTUNANO, PRESIDENT

*Bill D. Wiley*  
WITNESS

*J.P. [Signature]*  
WITNESS

**PLAT NOTES:**

- BEARINGS SHOWN HEREON ARE BASED ON THE GRID BEARING OF NORTH 89°54'44" WEST FOR THE SOUTH BOUNDARY LINE OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND ARE TIED TO THE FLORIDA COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTED 1990. X-Y COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO SAID FLORIDA COORDINATE SYSTEM. COORDINATES HAVE BEEN ESTABLISHED TO A MINIMUM OF THIRD ORDER ACCURACY AND ARE SUPPLEMENTAL DATA ONLY. ORIGINATING COORDINATES: HILLSBOROUGH COUNTY CONTROL STATIONS "LIMON A" AND "BH C".
- SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION OF WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING; THE DEVELOPMENT SERVICES DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS FOR DEVELOPMENT.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY.
- THE WETLAND CONSERVATION AREA SHALL BE RETAINED IN A NATURAL STATE PURSUANT TO HILLSBOROUGH COUNTY, FL. LAND DEVELOPMENT CODE (LDC) AS AMENDED: THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 84-446; AND CHAPTER 1-11, RULES OF THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION COMMISSION. IN ADDITION, A 30 FOOT SET-BACK FROM THE WETLAND CONSERVATION AREA IS REQUIRED AND SHALL CONFORM TO THE PROVISIONS STIPULATED WITHIN THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE.

**BOARD OF COUNTY COMMISSIONERS:**

THIS PLAT HAS BEEN APPROVED FOR RECORDATION

CHAIRMAN *Jim [Signature]* DATE 1/23/06

**CLERK OF CIRCUIT COURT:**

COUNTY OF HILLSBOROUGH, STATE OF FLORIDA

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM, OF CHAPTER 177, PART I, OF FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK 107 PAGE 126, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY *Pat Frank* CLERK OF CIRCUIT COURT BY *Cynthia [Signature]* DEPUTY CLERK

THIS 24 DAY OF JANUARY, 20 06 TIME 10:23AM

CLERK FILE NUMBER 2006040580



**ACKNOWLEDGEMENT:**

COUNTY OF HILLSBOROUGH, STATE OF FLORIDA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21 DAY OF December, 20 05, BY

JAMES ANTUNANO, PRESIDENT, JAMES ANTUNANO MANAGEMENT CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED PERSONAL IDENTIFICATION AND WHO DID TAKE AN OATH.

**NOTARY PUBLIC:**

SIGN *Joann L. Merrell* SEAL

PRINT Joann L. Merrell

TITLE Secretary

SERIAL NUMBER DB 34-3636

COMMISSION EXPIRES Sept. 8, 2008



**PLAT APPROVAL:**

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.081, FOR CHAPTER CONFORMITY. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

REVIEWED BY: *[Signature]*

FLORIDA PROFESSIONAL SURVEYOR & MAPPER, LICENSE # 3840

COUNTY SURVEYING DIVISION, REAL ESTATE DEPARTMENT, HILLSBOROUGH COUNTY

**SURVEYOR'S CERTIFICATE:**

I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED; THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.S) WERE SET ON THE 14TH DAY OF NOVEMBER, 2005, AND LOT CORNERS HAVE BEEN SET AS SHOWN HEREON.

CERTIFIED BY *Walter C. Sherrill Jr.* PSM #4803  
WALTER C. SHERRILL, JR.

BROOKS AND AMADEN, INC. (LB #5221)

**BROOKS AND AMADEN, INC.**  
civil engineering • land surveying

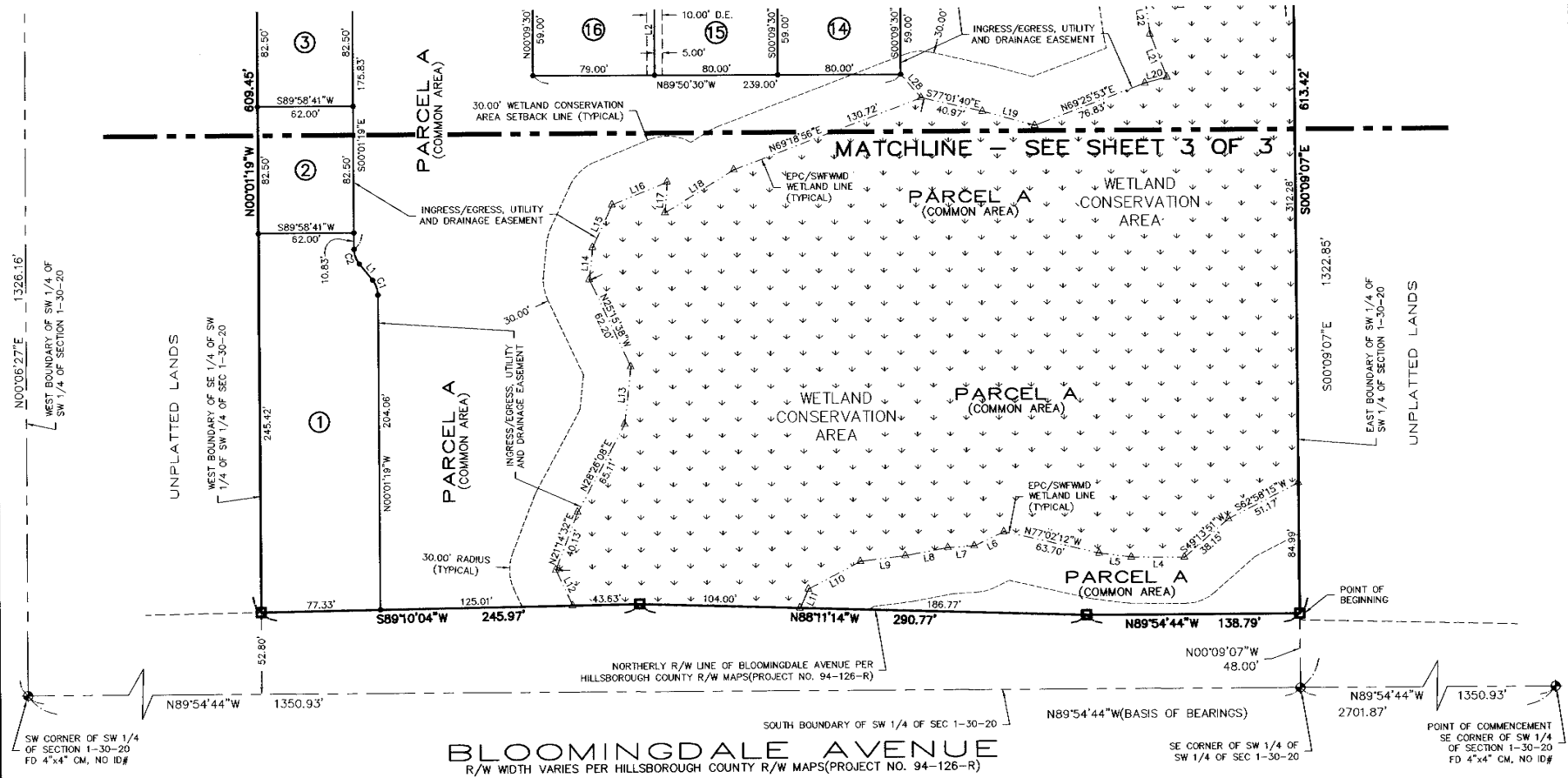
205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510  
P: 813-653-1125 • F: 813-653-1679 • www.brooks-amaden.com  
State of Florida, D.B.P.R. Certificate of Auth. #5221  
Path: P:\977-01\dwg\Plat\97701Plat-Pgl.dwg  
Plot Date: 11-15-05

# EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION - NO IMPROVEMENTS

PLAT BOOK 107

PAGE 127

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA



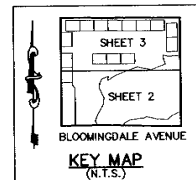
SW CORNER OF SW 1/4 OF SECTION 1-30-20  
FD 4"x4" CM, NO ID#

POINT OF COMMENCEMENT  
SE CORNER OF SW 1/4 OF SECTION 1-30-20  
FD 4"x4" CM, NO ID#

### LEGEND

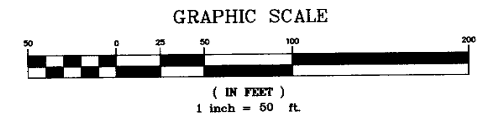
- SET PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT, LB #5221
- FD FOUND
- CM CONCRETE MONUMENT
- R/W RIGHT-OF-WAY
- RAD RADIUS
- ID IDENTIFICATION
- FCS FLORIDA COORDINATE SYSTEM
- SEC SECTION
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- N.T.S. NOT TO SCALE
- ▲ WETLAND POINT
- EPC ENVIRONMENTAL PROTECTION COMMISSION
- SWFWMD SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
- LOT CORNER, SET CAPPED 1/2" IRON ROD, LB #5221
- ◆ SECTION CORNER
- ① LOT NUMBER

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L1   | 13.50' | N39°18'07"W |
| L2   | 59.00' | S00°09'30"W |
| L4   | 34.58' | N89°16'50"W |
| L5   | 21.15' | N82°41'24"W |
| L6   | 21.29' | S84°44'01"W |
| L7   | 17.32' | S86°46'52"W |
| L8   | 28.12' | S79°45'28"W |
| L9   | 28.55' | S83°22'55"W |
| L10  | 38.31' | S62°42'37"W |
| L11  | 13.30' | S24°33'42"W |
| L12  | 25.44' | N25°16'41"W |
| L13  | 37.30' | N06°26'51"E |
| L14  | 21.09' | N08°06'11"E |
| L15  | 30.58' | N24°48'41"E |
| L16  | 38.84' | N67°51'07"E |
| L17  | 20.06' | S04°24'01"W |
| L18  | 52.56' | N58°11'30"E |
| L19  | 35.26' | S74°51'23"E |
| L20  | 14.81' | N75°35'58"E |
| L21  | 29.95' | N21°15'11"W |
| L22  | 23.39' | N08°20'12"W |
| L28  | 20.17' | S41°10'02"E |



| CURVE | LENGTH | RADIUS | DELTA     | TANGENT | CHORD  | BEARING     |
|-------|--------|--------|-----------|---------|--------|-------------|
| C1    | 10.28' | 15.00' | 39°16'48" | 5.35'   | 10.08' | N19°39'43"W |
| C2    | 10.28' | 15.00' | 39°16'48" | 5.35'   | 10.08' | S19°39'43"E |

NOTE: PARCEL A IS COMPRISED OF ALL LANDS SHOWN HEREON EXCLUDING LOTS 1 THROUGH 16. PARCEL A INCLUDES THE WETLAND CONSERVATION AREA. THE INGRESS/EGRESS, UTILITY AND DRAINAGE EASEMENTS SHOWN HEREON COVER ALL OF PARCEL A EXCEPT FOR THE WETLAND CONSERVATION AREAS AS SHOWN HEREON.



ba

**BROOKS AND AMADEN, INC.**  
civil engineering • land surveying

205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510  
P: 813-653-1125 • F: 813-653-1679 • www.brooks-andaden.com  
State of Florida, D.B.P.R. Certificate of Auth. #5221  
Path: P:\977-01\Dwg\Plat\97701Plat-Mstr.dwg  
Plot Date: 11-15-05

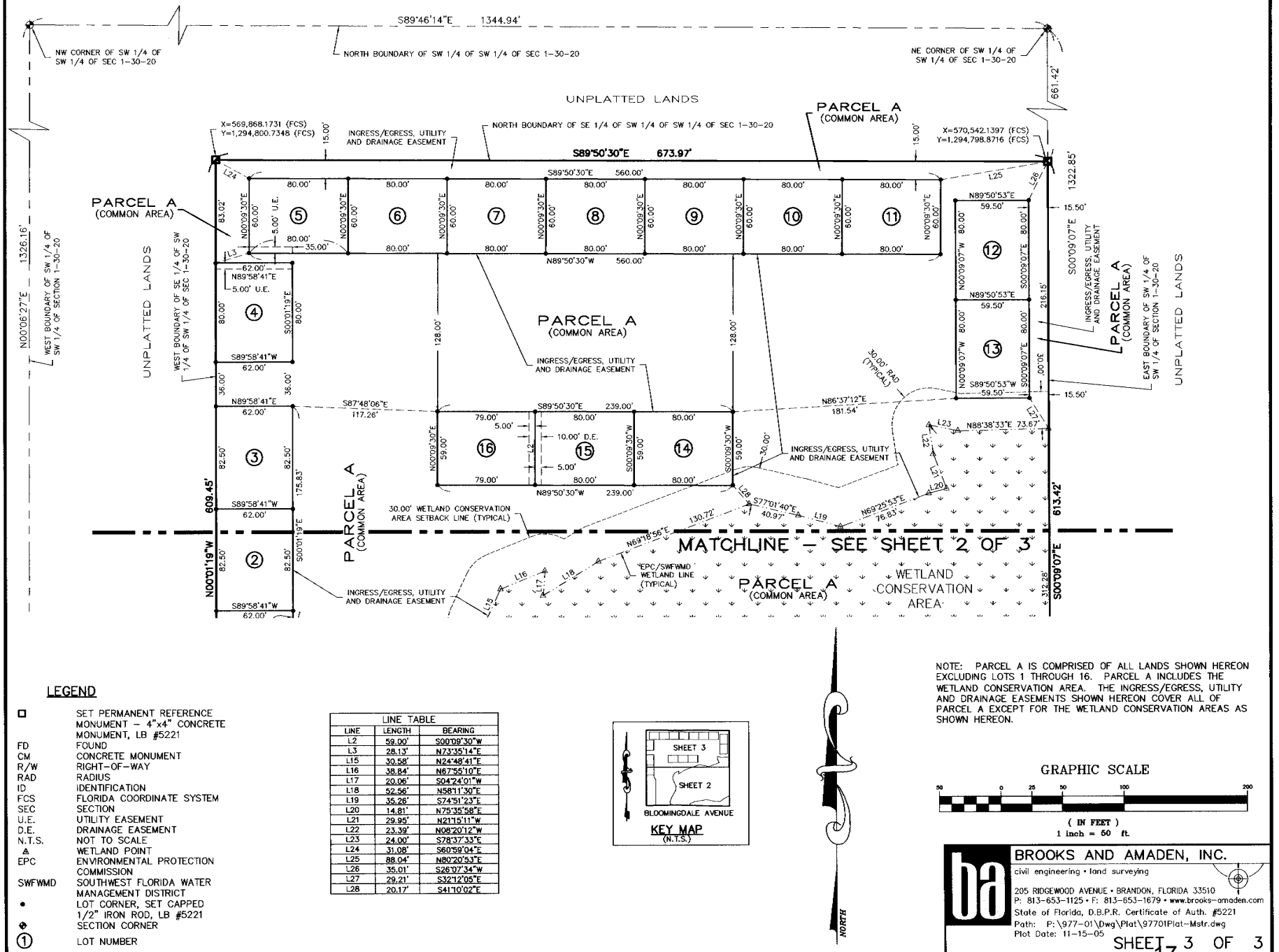


# EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION - NO IMPROVEMENTS

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK 107

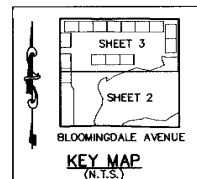
PAGE 128



### LEGEND

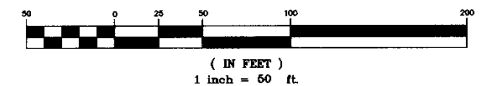
- SET PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT, LB #5221
- FD FOUND
- CM CONCRETE MONUMENT
- R/W RIGHT-OF-WAY
- RAD RADIUS
- ID IDENTIFICATION
- FCS FLORIDA COORDINATE SYSTEM
- SEC SECTION
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- N.T.S. NOT TO SCALE
- ▲ WETLAND POINT
- ▲ EPC ENVIRONMENTAL PROTECTION COMMISSION
- SWFWMD SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
- LOT CORNER, SET CAPPED 1/2" IRON ROD, LB #5221
- ① SECTION CORNER
- ① LOT NUMBER

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L2   | 59.00' | S00°09'30"W |
| L3   | 28.13' | N73°35'14"E |
| L15  | 30.58' | N24°48'41"E |
| L16  | 38.84' | N67°55'10"E |
| L17  | 20.06' | S04°24'01"W |
| L18  | 52.56' | N58°11'30"E |
| L19  | 35.26' | S74°51'23"E |
| L20  | 14.81' | N75°35'58"E |
| L21  | 29.95' | N21°15'11"W |
| L22  | 23.39' | N08°20'12"W |
| L23  | 24.00' | S78°37'33"E |
| L24  | 31.08' | S60°59'04"E |
| L25  | 88.04' | N80°20'53"E |
| L26  | 35.01' | S26°07'34"W |
| L27  | 29.21' | S32°12'05"E |
| L28  | 20.17' | S41°10'02"E |



NOTE: PARCEL A IS COMPRISED OF ALL LANDS SHOWN HEREON EXCLUDING LOTS 1 THROUGH 16. PARCEL A INCLUDES THE WETLAND CONSERVATION AREA. THE INGRESS/EGRESS, UTILITY AND DRAINAGE EASEMENTS SHOWN HEREON COVER ALL OF PARCEL A EXCEPT FOR THE WETLAND CONSERVATION AREAS AS SHOWN HEREON.

### GRAPHIC SCALE



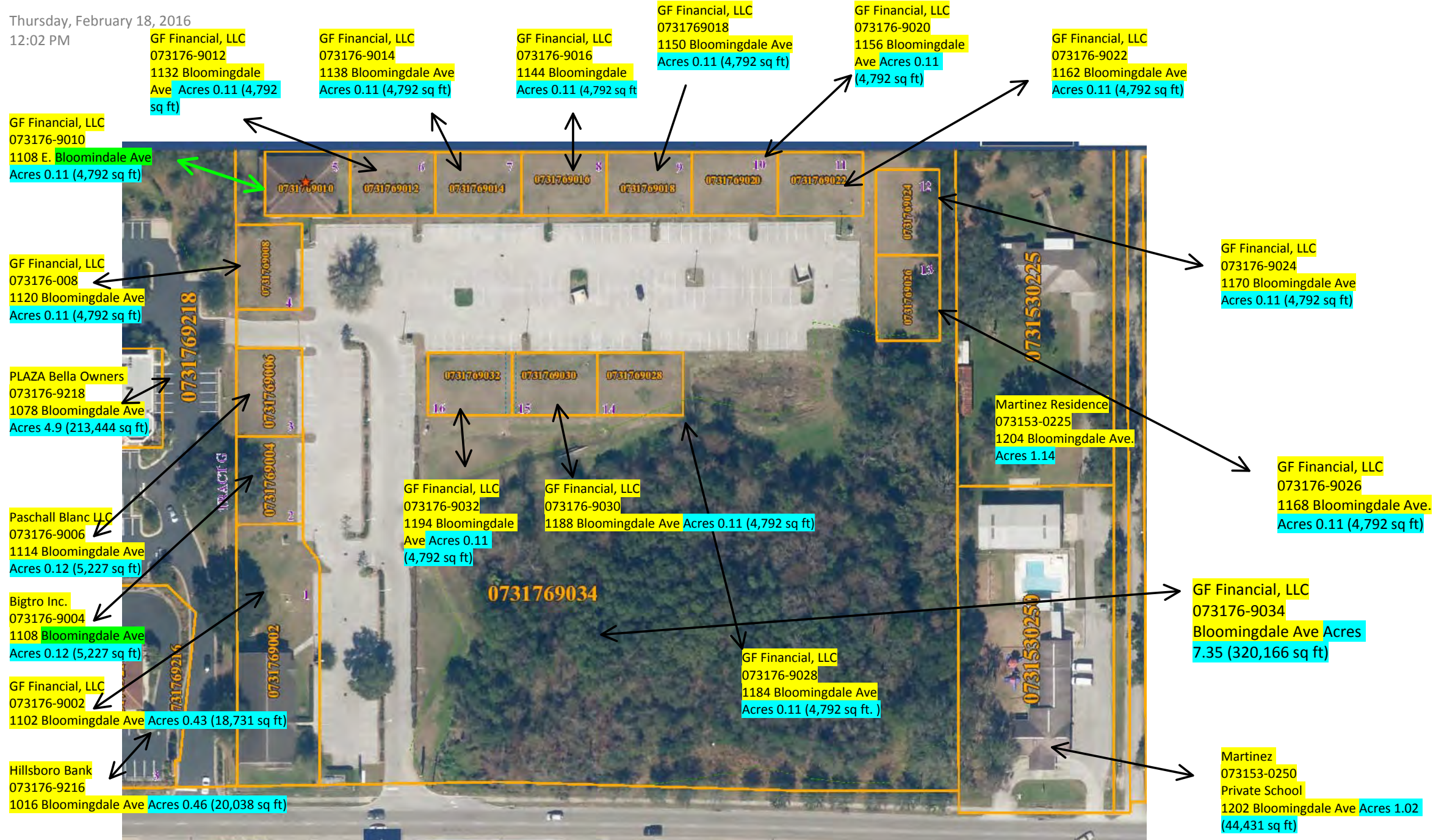
ba

**BROOKS AND AMADEN, INC.**  
civil engineering • land surveying

205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510  
P: 813-653-1125 • F: 813-653-1679 • www.brooks-amaden.com  
State of Florida, D.B.P.R. Certificate of Auth. #5221  
Path: P:\977-01\Dwg\Plat\97701Plat-Mstr.dwg  
Plot Date: 11-15-05

SHEET 3 OF 3

Thursday, February 18, 2016  
12:02 PM



# Commercial Ownership and Encumbrance Report

**First American Issuing Office:** First American Title Insurance Company  
2233 Lee Road  
Winter Park, FL 32789

**Customer Reference Number: GF Financial**  
**First American File Number: 2037-3515161**

**Prepared For:** Zimmerman, Kiser and Sutcliffe P.A.  
315 E Robinson St Ste 600  
Orlando , FL 32801

## **Legal Description:**

Parcel "A" and Lots 1 and 4 through 16, inclusive, of EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION - NO IMPROVEMENTS, according to the Plat thereof as recorded in Plat Book 107, Page(s) 126, 127 &, 128 of the Public Records of Hillsborough County, Florida.

## **1. Grantee(s) In Last Deed of Record:**

GF Financial, LLC, a Florida limited liability company

## **2. Encumbrances/Matters Affecting Title:**

Exhibit Attached  Exhibit Not Attached.

- a. Warranty Deed, in favor of GF Financial, LLC, a Florida limited liability company, recorded December 3, 2013 in Book 22287, Page 693. (Current vesting instrument)
- b. Mortgage and Security Agreement, in the original principal amount of \$1,200,000.00, executed by GF Financial, LLC, a Florida limited liability company, in favor of The Bank of Tampa, a Florida banking corporation recorded March 31, 2014 in Book 22490, Page 38, together with Assignment of Rents and Leases recorded in Book 22490, Page 64, and UCC-1 Financing Statement recorded in Book 22490, page 72.
- c. Plat of EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION - NO IMPROVEMENTS recorded January 24, 2006 in Plat Book 107, Pages 126, 127 & 128.
- d. Terms and provisions set forth in Approval and Mitigation Agreement recorded October 29, 1998 in Book 9309, Page 853.
- e. Easement and Construction Agreement recorded June 1, 2005 in Book 15067, Page 1062.
- f. Easement granted to Tampa Electric Company, recorded March 14, 2006 in Book 16221, Page 320.
- g. Terms and provisions set forth in Notice of Assessments recorded April 10, 2006 in Book 16325, Page 788, together with Notice of Assessments recorded September 12, 2007 in Book 18101, Page 1774.

- h. Terms and provisions of Declaration of Covenants, Conditions, Restrictions and Easements for Executive Park of Valrico recorded October 27, 2011 in Book 20778, Page 50, as amended by Assignment and Assumption of Declaration recorded December 3, 2013 in Book 22287, Page 698. Note: Provides for Association and assessments.
- i. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Copies of the Encumbrances/Matters Affecting Title ("**X**") are ( ) are not included with this Report.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number See below for tax year 2015

Gross Tax: \$ See below ( "X" ) Paid ( ) Not Paid.

ID# A0731769034; 2015 Gross Amount: \$11,839.98 (Parcel A)

ID# A0731769002; 2015 Gross Amount: \$10,779.22 (Lot 1)

ID# A0731769008; 2015 Gross Amount: \$1,434.17 (Lot 4)

ID# A0731769010; 2015 Gross Amount: \$1,511.88 (Lot 5)

ID# A0731769012; 2015 Gross Amount: \$1,415.88 (Lot 6)

ID# A0731769014; 2015 Gross Amount: \$1,415.88 (Lot 7)

ID# A0731769016; 2015 Gross Amount: \$1,415.88 (Lot 8)

ID# A0731769018; 2015 Gross Amount: \$1,415.88 (Lot 9)

ID# A0731769020; 2015 Gross Amount: \$1,415.88 (Lot 10)

ID# A0731769022; 2015 Gross Amount: \$1,415.88 (Lot 11)

ID# A0731769024; 2015 Gross Amount: \$1,411.31 (Lot 12)

ID# A0731769026; 2015 Gross Amount: \$1,411.31 (Lot 13)

ID# A0731769028; 2015 Gross Amount: \$1,406.72 (Lot 14)

ID# A0731769030; 2015 Gross Amount: \$1,406.72 (Lot 15)

ID# A0731769032; 2015 Gross Amount: \$1,399.98 (Lot 16)

Unpaid Taxes for Prior Years: "None"

Map Code: Assessment: \$

**Customer Reference Number: GF Financial**  
**First American File Number: 2037-3515161**

## **Certificate**

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, with an effective date of February 24, 2016 at 8:00 a.m.. The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of Hillsborough County, Florida, affecting title to the property described therein. Liability for any incorrect information contained in this Report is limited (1) to the person or entity to whom the Report is directed, and (2) to a maximum of \$1,000.00 pursuant to Section 627.7843(3), Florida Statutes. This Report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance.



First American Title Insurance Company

A handwritten signature in black ink, appearing to read "Ken MacKay".

Ken MacKay, as SVP, Division Region Manager

Dated: 03/02/2016



PREPARED BY AND RETURN TO:

Alleen S. Davis  
Akerman Senterfitt  
P.O. Box 3273  
Tampa, Florida 33601-3273

69.50  
17.50  
87.00

**INSTR # 2005234152**

**O BK 15067 PG 1062**

**Pgs 1062 - 1069: (8pgs)**

RECORDED 06/01/2005 04:03:19 PM  
CLERK OF COURT  
HILLSBOROUGH COUNTY  
DOC TAX PD (F.S. 201.02) 17.50  
DEPUTY CLERK Y Roche

**EASEMENT AND CONSTRUCTION AGREEMENT**

THIS EASEMENT AND CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of April 14, 2005, by and between **JAMES ANTUNANO MANAGEMENT CORPORATION**, a Florida corporation, whose address is 1102 Bloomington Ave., Valrico, FL 33597 ("JAM") and **RUSSELL W. HUMPHREY and SUNEE HUMPHREY**, husband and wife, whose address is 3227 Bell Shoals Road, Brandon, Florida 33511-7617 ("Humphrey").

**RECITALS:**

A. JAM is the owner of the fee simple title to certain real property legally described on Exhibit "A" attached hereto and by this reference incorporated herein (the "JAM Property"). JAM intends to develop the JAM Property into an office park (the "JAM Project").

B. Humphrey is the owner of the fee simple title to certain real property adjacent to the JAM Property and commonly known as Humphrey Road, which is legally described on Exhibit "B" attached hereto and by this reference incorporated herein (the "Humphrey Property").

C. In connection with the development of the JAM Project by JAM, JAM must run a force main from a lift station on the JAM Property through the Humphrey Property to Bell Shoals Road.

D. Humphrey has agreed to grant to JAM a perpetual non-exclusive 15 foot easement, as described on Exhibit "B", for ingress, egress and utility easement over, under and across the Humphrey Property for the purposes of constructing, installing, utilizing, maintaining, repairing and replacing a force main to serve the JAM Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**Section 1. Recitals.** The above recitals are true and correct, form a material part of this Agreement and are incorporated herein by reference.

**Section 2. Easement and Maintenance.** Humphrey hereby grants to JAM a perpetual non-exclusive ingress, egress, and utility easement over, under, and across the Humphrey Property (the "Easement Area") for the purpose of constructing, installing, utilizing, maintaining, repairing, and replacing a force main to serve the JAM Project.

**Section 3. Maintenance of Force Main.** JAM shall be solely responsible for the design, construction, installation and maintenance of the force main and its ancillary components (the "Force Main") in accordance with any and all requirements of Hillsborough County and any and all other applicable governmental authorities.

**Section 4. Construction Liens.** No rights created herein, to enter upon the Humphrey Property shall permit or empower JAM or any of its contractors, subcontractors, laborers, materialmen, employees, or agents to encumber the Humphrey Property with liens arising from the construction, installation, maintenance, repair and/or replacement of the Force Main. In this regard, JAM shall not suffer nor permit any construction lien to be placed upon or against any of the Humphrey Property and, in case of any such construction lien attaching, JAM shall immediately pay and remove the same.

**Section 5. No Blocking of Access.** At no time will the Humphrey Property be blocked off or impassable due to the activities of JAM and its contractors, subcontractors, laborers, materialmen, employees or agents. The Humphrey Property shall at all times be available to Humphrey for ingress and egress.

**Section 6. Indemnification.** JAM shall at all times save, defend, and keep Humphrey free and harmless from any and all damage or liability occasioned by any act of negligence of JAM or any of its contractors, subcontractors, laborers, materialmen, employees or agents arising out of or in connection with the construction, reconstruction, maintenance, repair, operation, or use of the Force Main within the Humphrey Property.

**Section 7. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the force main and it supersedes all prior understandings or agreements between the parties.

**Section 8. Binding Effect.** All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns.



Further, all terms and provisions of this Agreement and all rights, privileges, benefits and burdens created hereunder are covenants running with the Humphrey Property and the JAM Property, binding upon and inuring to the benefit of the parties hereto.

**Section 9. Defaults and Remedies.** In the event either party breaches any of its covenants, obligations, promises or requirements set forth in this Agreement, the other party shall be entitled to pursue and enforce all remedies or rights specified in this Agreement or that may also otherwise be available at law or in equity, including, but not limited to, specific performance. The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto. The parties acknowledge and agree that the pursuit by a party of any one remedy shall not operate as an election of remedies prohibiting the pursuit of other remedies established by this Agreement.

**Section 10. Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy case or proceeding, at trial or on appeal.

**Section 11. Construction.** Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

**Section 12. Execution and Counterparts.** To facilitate execution, the parties hereto agree that this Agreement may be executed and telecopied to the other party and that the executed telecopy shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

**Section 13. Governing Law/Venue.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Agreement shall be Hillsborough County, Florida.

**Section 14. Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are received at the addressee's address whether same are personally delivered, transmitted electronically (i.e., telecopier device), mailed by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, delivered by Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To JAM: **JAMES ANTUNANO MANAGEMENT CORPORATION**

\_\_\_\_\_

\_\_\_\_\_

with a copy to: Aileen S. Davis  
**AKERMAN SENTERFITT**  
100 South Ashley Drive  
Suite 1500  
Tampa, Florida 33602

To Humphrey: **RUSSELL W. HUMPHREY and SUNEE HUMPHREY**  
3227 Bell Shoals Road  
Brandon, Florida 33511-7617

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

**Section 15. Paragraph Headings.** The paragraph and sub-paragraph headings as herein used are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope of any section herein.

**Section 16. Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and

the application of such provisor to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

**Section 17. Successors and Assigns.** This Agreement runs with the land and shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

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

Signed, Sealed and Delivered  
in the Presence of:

**JAMES ANTUNANO  
MANAGEMENT CORPORATION**

*James T. Antunano*  
(Witness 1 - Signature)

James T. Antunano  
(Witness 1 - Printed Name)

*Kimberle A. Balara*  
(Witness 2 - Signature)

Kimberle A. Balara  
(Witness 2 - Printed Name)

By: *James T. Antunano*  
James Antunano,  
As Its President

*James T. Antunano*  
(Witness 1 - Signature)

James T. Antunano  
(Witness 1 - Printed Name)

*Kimberle A. Balara*  
(Witness 2 - Signature)

Kimberle A. Balara  
(Witness 2 - Printed Name)

*Russell W. Humphrey* (SEAL)  
**RUSSELL W. HUMPHREY**



Charlotte M. Moody  
Commission # DD134046  
Expires July 15, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

*James T. Antunano*  
(Witness 1 - Signature)

James T. Antunano  
(Witness 1 - Printed Name)

*Kimberle A. Balara*  
(Witness 2 - Signature)

Kimberle A. Balara  
(Witness 2 - Printed Name)

*Sunee Humphrey* (SEAL)  
**SUNEE HUMPHREY**



Charlotte M. Moody  
Commission # DD134046  
Expires July 15, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

STATE OF FLORIDA )  
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me on April 14, 2005 2005, by James Antunano as the President of **JAMES ANTUNANO MANAGEMENT CORPORATION**, a Florida corporation, on behalf of the corporation,  who is personally known to me or  who has produced a driver's license as identification (check one).



Charlotte M. Moody  
Commission # DD134046  
Expires July 15, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

Charlotte Moody  
(Signature)

Charlotte M. Moody  
(Type or Print Name)

My Commission Expires: July 15, 2006  
My Commission Number is: DD 134046

STATE OF FLORIDA )  
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me on April 14, 2005 2005, by **RUSSELL W. HUMPHREY**,  who is personally known to me or  who has produced a driver's license as identification (check one).



Charlotte M. Moody  
Commission # DD134046  
Expires July 15, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

Charlotte M. Moody  
(Signature)

Charlotte M. Moody  
(Type or Print Name)

My Commission Expires: July 15, 2006  
My Commission Number is: DD 134046

STATE OF FLORIDA )  
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me on April 14, 2005 2005, by **SUNEE HUMPHREY**,  who is personally known to me or  who has produced a driver's license as identification (check one).



Charlotte M. Moody  
Commission # DD134046  
Expires July 15, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

Charlotte M. Moody  
(Signature)

Charlotte M. Moody  
(Type or Print Name)

My Commission Expires: July 15, 2006  
My Commission Number is: DD 134046

**EXHIBIT "A"**

**JAM Property Description**

PIN U-01-30-20-ZZZ-00002-75940.0

The Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 1, Township 30 South, Range 20 East, Hillsborough County, Florida , less road right of way.

**EXHIBIT B**

**LEGAL DESCRIPTION: PROPOSED UTILITY EASEMENT**

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 11620, PAGE 459 OF THE PUBLIC RECORDS OF SAID HILLSBOROUGH COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 1; THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHWEST ¼, NORTH 00°02'08" EAST, 657.21 FEET; THENCE DEPARTING SAID WEST BOUNDARY, NORTH 89°45'28" EAST, 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF BELL SHOALS ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 89°45'28" EAST, 773.67 FEET; THENCE NORTH 00°04'32" WEST, 10.00 FEET; THENCE SOUTH 89°45'28" WEST, 773.62 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY LINE OF BELL SHOALS ROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, SOUTH 00°02'08" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

Prepared by:  
EMK Consultants of Florida, Inc.  
7815 North Dale Mabry Highway  
Tampa, FL 33614  
(813) 931-8900  
E-Mail: [emk@emkfla.com](mailto:emk@emkfla.com)

SHEET 2 OF 2

SEC. 01 TWP. 30 S. RGE. 20 E.  
FOLIO # 073151.0100  
W.O. NO. ESA 653067

PREPARED BY  
AND RETURN TO:

Tania Pinto  
Tampa Electric Company  
P.O. Box 111  
Tampa, FL 33601

INSTR # 2006125947

O BK 16221 PG 0320

Pgs 0320 - 321: (2pgs)

RECORDED 03/14/2006 01:34:27 PM  
PAT FRANK CLERK OF COURT  
HILLSBOROUGH COUNTY  
DOC TAX PD (F.S. 201.02) 0.70  
DEPUTY CLERK B Loggans

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS, JAMES ANTUNANO MANAGEMENT CORPORATION, a Florida corporation, whose principal address is 1102 East Bloomingdale Avenue, Valrico, Florida 33594, herein called Grantor, in consideration of One Dollar and other valuable considerations paid to Grantor by TAMPA ELECTRIC COMPANY, a Florida corporation, P.O. Box 111, Tampa, Florida 33601, herein called Company, receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, a perpetual easement over and the right to enter upon the land in Hillsborough County, Florida, described as follows:

Strips of land 15.00 feet wide lying 7.50 feet each side of the centerline of power lines as constructed or to be constructed on the following described parcels of land on that portion of the land that is not improved with any buildings:

The SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , LESS Road Right-of-Way, Section 1, Township 30 South, Range 20 East, Hillsborough County, Florida.

together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, replacing on and removing from said land, installations described as follows:

*Underground (to a depth of 6.0 feet) lines of wires, cables, data transmission and communication facilities, supporting structures and necessary appurtenances.*

The rights and privileges granted herein shall include the right and privilege to trim any and all trees or shrubs upon said land wherever the Company may deem it necessary or desirable to do so for the protection of said installations.

The Grantor shall not use said land in any manner or for any purpose that will interfere or conflict with the use of the same by the Company for the purposes enumerated above or which will endanger any person or property, and in no event shall Grantor construct or install any improvement or structure thereon with the exception of paving, curbs, sidewalks, utilities or other similar improvements which do not conflict with the Company's use of the land.

The terms "Grantor" and "Company" herein employed shall be construed to include the words "successors and assigns" of the respective parties hereto, wherever the context so admits or requires.

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed in due form required by law, this

27 day of JANUARY, 2006.

ATTEST:

\_\_\_\_\_  
Secretary  
\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_

GRANTOR:  
JAMES ANTUNANO MANAGEMENT CORPORATION,  
a Florida corporation

Jim Antunano DVM  
Title PRESIDENT  
JIM ANTUNANO DVM  
Print or Type Name  
1102 E. SUMMERSDALE AVE  
Address VALRICO City FL State Zip 32594

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES TO EXECUTION BY GRANTOR:

James J. Antunano  
Signature of First Witness  
James J. Antunano  
Print or Type Name  
Walter Sanders  
Signature of Second Witness  
Walter Sanders  
Print or Type Name

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

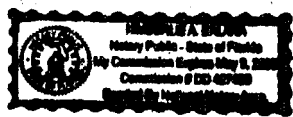
The foregoing instrument was acknowledged before me this 27 day of January, 2006, by

JIM ANTUNANO DVM of JAMES ANTUNANO MANAGEMENT CORPORATION, a Florida  
Name/Title

corporation, on behalf of said corporation. He/They are personally known to me or have produced \_\_\_\_\_ as  
(Type of Identification)

identification. Witness my hand and official seal the date aforesaid,

Kimberlie A. Balcan  
Notary Public, State of Florida at Large  
Kimberlie A. Balcan  
Notary: Print or Type Name  
May 9, 2009  
My Commission Expires





**NOTICE OF ASSESSMENTS**

On February 15, 2006, the Board of County Commissioners of Hillsborough County, Florida, adopted Resolution No. R-06-039, which imposed special assessments against property located within the Hillsborough County Water and/or Wastewater Capacity Assessment Unit 06101, as described in the attached Exhibit A. The annual Capacity Assessment for each property will be payable for a period of twenty years, commencing with the 2007 tax year, at an annual rate as described in the attached Exhibit A. The annual Capacity Assessment will be billed on the property tax bill as a non ad-valorem assessment. The method of computing the annual Capacity Assessment is set forth in Resolution No. R-06-015. The purpose of the assessment is to fund a portion of capacity and/or accrued guaranteed revenue fees otherwise payable upon connection to the County's water and/or wastewater system. The Capacity Assessment Roll for the Hillsborough County Water and/or Wastewater Capacity Assessment Unit 06101 is on file in the office of the County Utility Director and is open to public inspection.

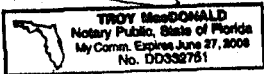
This notice is recorded to provide constructive notice of the annual Capacity Assessment to purchasers of property located within the Hillsborough County Water and/or Wastewater Capacity Assessment Unit 06101. The Board will adopt an Annual Capacity Assessment Resolution for each fiscal year. Upon adoption of each Annual Capacity Assessment Resolution, Capacity Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non ad-valorem assessments. The lien shall be deemed perfected upon adoption of each Annual Capacity Assessment Resolution and shall attach to the property included on the Capacity Assessment Roll as of the prior January 1, the lien date for ad valorem taxes. This notice does not and shall not be construed to require that individual liens or releases be filed in the Official Records.

**HILLSBOROUGH COUNTY WATER RESOURCE SERVICES**

By: *Rebecca A. Bavalard*  
Manager, Service Management & Accounting Division

The foregoing instrument was acknowledged by me this 8 day of April, 2006, by REBECCA A. BAVALARD who is personally known to me and who did not take oath.

*[Signature]*  
Notary



*[Small illegible text]*

INSTR # 2006172253  
O BK 16325 PG 0788  
Pgs 0788 - 817: (30pgs)  
RECORDED 04/10/2006 01:18:27 PM  
PAT FRANK CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK B King

Please Return to David Boucher - Hillsborough County Water Resource Services

*44 memo*

HILLBOROUGH COUNTY WATER AND/OR WASTEWATER  
CAPACITY ASSESSMENT UNIT 05101

| OWNER   | FOLIO #  | S-T-R                                | BOOK/PAGE              | LEGAL  | ANNUAL AMT  | ASSESSED AMT                |                                 |
|---|--|--------------------------------------|------------------------|--|---|-----------------------------|---------------------------------|
| KEYSTONE KOREAN BAPTIST CHURCH INC  | 0009160010   | 132717                               | 0055                   | 0055 KEYSTONE PARK COLONY FROM NE COR OF SEC 8 TWP 28 RGE 17 RUN THN ALO E OUTPOST WELL SITE; BEG NE COR SEC 7 RUN S 116.70  | W 162.04 FT E 1/2 OF W 1/2 OF TRACT 13 BORY OF SD SEC 6 & 00 DEG 50 MIN 67 SEC W 1610.79 FT TO C/L OF TAMPA SHORES RD THN S 48 DEG 36 MIN | 070.56                      | 9,905.50                        |
| LESLIE LAND CO  | 0036170100   | 062917                               |                        |  |   | 2,359.78                    | 28,600.00                       |
| SOUTH CAP INC   | 0036210000   | 072917                               |                        |  |   | 731.87                      | 8,317.00                        |
| LDS OLDSMAR ASSOCIATES LLC<br>AMPROP LYNN RACETRACK ASSOCIATES LLC  | 0036251034<br>0036255108                             | 072917                               | 0081 0018<br>0084 0089 | PHASE 1<br>LYNNAR COMMERCE PARK<br>PHASE 8   | LOTS 13 14 15 16 AND 17 PART OF LOTS 1 2 AND 3 DESC AS FOLLOWS: COM AT 1692 SUB OF LINDAUGH AVENUE WEST 2ND EXTENSION                     | 368.79                      | 4,169.50                        |
| WESTBROOK WESTCHASE LP  | 0036300000   | 092917                               |                        |  |   | 3,109.10                    | 35,347.25                       |
| CANTERA PROPERTIES LLC<br>TOWN HOMES OF WEST BAY COVE LLC - COSTA HOMES INC   | 0038130900<br>0057630900                             | 142917<br>342917                     |                        |  |   | 1,648.40<br>6,583.59        | 18,717.30<br>72,672.40          |
| VAN DYKE PROFESSIONAL CENTER LLC  | 0147650100   | 202718                               |                        |  |   | 1,372.43                    | 16,602.71                       |
| TAYLOR WOODROW HOMES - CENTRAL FLORIDA DIVISION L L<br>TAYLOR WOODROW HOMES - CENTRAL FLORIDA DIVISION L L                          | 0160330000<br>0160350000                             | 222718                               |                        |  |   | 19,697.99<br>29,247.00      | 228,100.00<br>332,500.00        |
| FLORIDA AVENUE LLC  | 0166620000   | 222718                               | 0030 0039              | LAKE CHAPMAN SUBDIVISION N 228 FT OF W 59 OF NE 1/4 OF SW 1/4 LESS E 210   |   | 12,620.94                   | 142,458.93                      |
| INDIAN HAVEN LLC  | 0166270100   | 262718                               |                        |  |   | 9,141.67                    | 69,828.00                       |
| SOLARA INC  | 0169293322   | 282718                               | 0084 0098              | WOODACRE ESTATES OF NORTHDALE NORTHDALE GOLF CLUB SECTION D URBT 2   | LOT 11 AND AN UNDIV INT IN PARCEL B AND W/INT IN  | 292.47                      | 3,325.00                        |
| PHILLIP A & AYIMEE MURATTE ALTO PHARMACEUTICALS INC<br>PENSION AND TRUST FUND<br>ALTO PHARMACEUTICALS INC<br>PENSION AND TRUST FUND | 0169321240<br>0162590000<br>0162590000<br>0162590000 | 282718<br>322718<br>322718<br>322718 | 0069 0070              | 3 330 FT OF W 596 FT OF SE 1/4 OF NE 1/4<br>3 330 FT OF W 598 FT OF SE 1/4 OF NE 1/4<br>E 1/4 OF E 1/2 OF N 1/4 OF SW 1/4 OF NW 1/4<br>N AND M A MC NO 1 PLATTED SUBDIVISION | LOT 18 BLOCK 7<br>LESS S 193 FT OF E 100 FT<br>LESS S 193 FT OF E 100 FT TOGETHER WITH E 30 FT OF THAT PORTION OF W 3/4 OF                | 292.47<br>95.06<br>1,462.35 | 3,325.00<br>641.70<br>16,025.00 |
| LANCE G & STACEE P MCCULLERS GULF STREAM FOOD AND SPIRITS COMPANY LLC   | 0169360100   | 342718                               |                        |  |   | 584.94                      | 6,650.00                        |
| FERRER PROPERTIES INC<br>MURATTE CONSTRUCTION CO  | 0230770804<br>0241760600                             | 162918<br>212918                     | 0034 0063<br>0031 0062 |  |   | 4,107.53<br>923.76          | 47,608.48<br>10,602.10          |
| KB DEVELOPMENT 1 LLC  | 0269290000   | 282918                               |                        |  |   | 716.58                      | 6,134.99                        |
| KB DEVELOPMENT 1 LLC  | 0269290000   | 282918                               |                        |  |   | 832.57                      | 10,602.00                       |
| COUNTRYWIDE HOME LOANS INC  | 0273276210   | 292918                               | 0048 0029              | TAMPA WEST INDUSTRIAL PARK PHASE 1 PARKWAY BUS CTR AT OAK CREEK PARCEL 1A  |   | 12,042.84                   | 130,010.71                      |
| EASTGROUP PROPERTIES L P  | 0491021069   | 123019                               | 0003 0020              |  |   | 3,468.69                    | 39,638.84                       |
| SOUTHSHORE FALLS HOA INC  | 0516270639   | 293119                               | 0039 0171              |  |   | 1,233.49                    | 14,023.14                       |
| BELLASOL CONDOSS LLC<br>M M & A CONSTRUCTION OF FLORIDA INC   | 0520420160<br>0520920000                             | 203119<br>173119                     | 0037 0034              | APOLLO BEACH URBT EIGHT FROM NE COR OF FRACTIONAL SEC 16-31-19 RUN N 89  |   | 14,221.17<br>7,728.09       | 161,687.90<br>87,819.60         |
| ARNOLD & GENEVE HUTCHINSON  | 0520990240   | 183119                               | 0067 0030              | ANDALUCIA SUBDIVISION  | LOT 19 BLOCK 1  | 292.47                      | 3,325.00                        |
| DAVID & CAROLYN LEVITT  | 0520990508   | 173119                               | 0097 0031              | FLAT ISLAND  | LOT 28 BLOCK 1  | 292.47                      | 3,325.00                        |
| GARY D & DEBRA G MOORE  | 0520916324   | 173119                               | 0069 0059              | BAY VISTA  | LOT 12  | 292.47                      | 3,325.00                        |
| STEPHEN A & CHRISTINE L EWALD   | 0542080502   | 293119                               | 0101 0201              | MIRABAY PHASE 2A-4   | LOT 3 BLOCK 14  | 292.47                      | 3,325.00                        |
| DAVID DILBERTY  | 0542080504   | 293119                               | 0101 0201              | MIRABAY PHASE 2A-4   | LOT 4 BLOCK 14  | 292.47                      | 3,325.00                        |
| JOHN CANNON HOMES INC   | 0542080503   | 293119                               | 0101 0201              | MIRABAY PHASE 2A-4   | LOT 5 BLOCK 14  | 292.47                      | 3,325.00                        |
| RICHARD & SARAH L LEONG   | 0542080508   | 293119                               | 0101 0201              | MIRABAY PHASE 2A-4   | LOT 6 BLOCK 14  | 292.47                      | 3,325.00                        |
| CAROLE & PETER GARDNER  | 0542080610   | 293119                               | 0101 0201              | MIRABAY PHASE 2A-4   | LOT 7 BLOCK 14  | 292.47                      | 3,325.00                        |
| WILLIAM C DOWD  | 0542080612   | 293119                               | 0101 0201              | MIRABAY PHASE 2A-4   | LOT 8 BLOCK 14  | 292.47                      | 3,325.00                        |
| DONALD J DOWD SR  | 0542080614   | 293119                               | 0101 0201              | MIRABAY PHASE 2A-4   | LOT 9 BLOCK 14  | 292.47                      | 3,325.00                        |
| JOHN CANNON HOMES INC   | 0542080618   | 293119                               | 0101 0201              | MIRABAY PHASE 2A-4   | LOT 10 BLOCK 14   | 292.47                      | 3,325.00                        |

|                                       |            |        |      |      |                        |                           |        |          |
|---------------------------------------|------------|--------|------|------|------------------------|---------------------------|--------|----------|
| ALVAREZ HOMES INC                     | 0542090618 | 293119 | 0101 | 0201 | MIRABAY PHASE 2A-4     | LOT 11 BLOCK 14           | 292.47 | 3,325.00 |
| JOSEPH & PATRICA HTI                  | 0542090620 | 293119 | 0101 | 0201 | MIRABAY PHASE 2A-4     | LOT 12 BLOCK 14           | 292.47 | 3,325.00 |
| KENNETH S & MARCIA A<br>WRITERSHALTER | 0542090622 | 293119 | 0101 | 0201 | MIRABAY PHASE 2A-4     | LOT 13 BLOCK 14           | 292.47 | 3,325.00 |
| JOHN CANNON HOMES INC                 | 0542090624 | 293119 | 0101 | 0201 | MIRABAY PHASE 2A-4     | LOT 14 BLOCK 14           | 292.47 | 3,325.00 |
| JOHN CANNON HOMES INC                 | 0542090626 | 293119 | 0101 | 0201 | MIRABAY PHASE 2A-4     | LOT 15 BLOCK 14           | 292.47 | 3,325.00 |
| JOHN CANNON HOMES INC                 | 0542090628 | 293119 | 0101 | 0201 | MIRABAY PHASE 2A-4     | LOT 16 BLOCK 14           | 292.47 | 3,325.00 |
| KENNETH S & MARCIA A<br>WRITERSHALTER | 0542090630 | 293119 | 0101 | 0201 | MIRABAY PHASE 2A-4     | LOT 17 BLOCK 14           | 292.47 | 3,325.00 |
| JOHN CANNON HOMES INC                 | 0542090632 | 293119 | 0101 | 0201 | MIRABAY PHASE 2A-4     | LOT 18 BLOCK 14           | 292.47 | 3,325.00 |
| JOHN CANNON HOMES INC                 | 0542090634 | 293119 | 0101 | 0201 | MIRABAY PHASE 2A-4     | LOT 19 BLOCK 14           | 292.47 | 3,325.00 |
| MORUSION HOMES INC                    | 0592500200 | 063210 | 0025 | 0063 | RUSKIN COLONY FAYENS   | LOT 48 LESS N 832 FT OF E | 610.13 | 6,039.39 |
| FILES LLC                             | 0554010062 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 1 BLOCK A             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010054 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 2 BLOCK A             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010055 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 3 BLOCK A             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010058 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 4 BLOCK A             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010060 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 5 BLOCK A             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010062 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 6 BLOCK A             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010064 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 7 BLOCK A             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010066 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 8 BLOCK A             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010068 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 9 BLOCK A             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010070 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 10 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010072 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 11 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010074 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 12 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010075 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 13 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010070 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 14 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010080 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 15 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010082 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 16 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010084 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 17 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010085 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 18 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010089 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 19 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010090 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 20 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010082 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 21 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010084 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 22 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010085 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 23 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010088 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 24 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010100 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 25 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010102 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 26 BLOCK A            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010104 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 1 BLOCK B             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010106 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 2 BLOCK B             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010108 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 3 BLOCK B             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010110 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 4 BLOCK B             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010112 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 5 BLOCK B             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010114 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 6 BLOCK B             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010116 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 7 BLOCK B             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010118 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 8 BLOCK B             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010120 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 9 BLOCK B             | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010122 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 10 BLOCK B            | 292.47 | 3,325.00 |
| FILES LLC                             | 0554010124 | 043219 | 0105 | 0124 | BLACKSTONE AT BAY PARK | LOT 1 BLOCK C             | 292.47 | 3,325.00 |



|  |            |        |      |      |   |  |          |           |
|--|------------|--------|------|------|---|--|----------|-----------|
| FILES LLC  | 0564010222 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 23 BLOCK D   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010224 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 23 BLOCK D   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010226 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 24 BLOCK D   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010228 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 25 BLOCK D   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010230 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 26 BLOCK D   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010232 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 27 BLOCK D   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010234 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 28 BLOCK D   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010236 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 1 BLOCK E  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010238 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 2 BLOCK E  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010240 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 3 BLOCK E  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010242 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 4 BLOCK E  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010244 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 5 BLOCK E  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010246 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 6 BLOCK E  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010248 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 7 BLOCK E  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010250 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 8 BLOCK E  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010252 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 9 BLOCK E  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010254 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 10 BLOCK E   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010256 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 11 BLOCK E   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010258 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 12 BLOCK E   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010260 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 13 BLOCK E   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010262 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 14 BLOCK E   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010264 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 1 BLOCK F  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010266 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 2 BLOCK F  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010268 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 3 BLOCK F  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010270 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 4 BLOCK F  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010272 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 5 BLOCK F  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010274 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 6 BLOCK F  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010276 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 7 BLOCK F  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010278 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 8 BLOCK F  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010280 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 9 BLOCK F  | 292.47   | 3,325.00  |
| FILES LLC  | 0564010282 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 10 BLOCK F   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010284 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 11 BLOCK F   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010286 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 12 BLOCK F   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010288 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 13 BLOCK F   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010290 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 14 BLOCK F   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010292 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 15 BLOCK F   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010294 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 16 BLOCK F   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010296 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 17 BLOCK F   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010298 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 18 BLOCK F   | 292.47   | 3,325.00  |
| FILES LLC  | 0564010300 | 043218 | 0105 | 0124 | BLACKSTONE AT BAY PARK                  | LOT 19 BLOCK F   | 292.47   | 3,325.00  |
| JERORDAN PROPERTIES INC<br>DOVE CARPETS AND INTERIORS<br>INC | 0564060100 | 043218 | 0005 | 0053 | RUSKIN COLONY FARMS                     | W 1/3 OF LOT 250<br>TRACT BEG 271.1 FT W AND 10<br>FT S OF NE COR OF<br>S 14.80 FT OF LOT 25 AND<br>LOTS 26 AND 29 | 7,986.80 | 69,775.00 |
|  | 0565493000 | 093218 | 0005 | 0053 | RUSKIN COLONY FARMS                     |  | 148.04   | 1,658.00  |
| CHARLES E & BEVERLY A LOWREY                                 | 0685260380 | 073219 | 0001 | 0128 | FIRST COMMON GOOD<br>SUBDIVISION RUSKIN |  | 283.14   | 2,891.40  |
| RIVER BEND LLC   | 0578625182 | 203219 | 0108 | 0206 | SPYGLASS AT RIVER BEND                  | LOT 1 BLOCK 13   | 292.47   | 3,325.00  |
| RIVER BEND LLC   | 0578625184 | 203219 | 0108 | 0206 | SPYGLASS AT RIVER BEND                  | LOT 2 BLOCK 13   | 292.47   | 3,325.00  |
| RIVER BEND LLC   | 0578625186 | 203219 | 0108 | 0206 | SPYGLASS AT RIVER BEND                  | LOT 3 BLOCK 13   | 292.47   | 3,325.00  |
| RIVER BEND LLC   | 0578625188 | 203219 | 0108 | 0206 | SPYGLASS AT RIVER BEND                  | LOT 4 BLOCK 13   | 292.47   | 3,325.00  |











|                              |            |        |      |      |   |  |           |            |
|------------------------------|------------|--------|------|------|---|--|-----------|------------|
| WCI COMMUNITIES INC          | 0578791858 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 79 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791860 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 80 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791862 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 81 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791864 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 82 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791866 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 83 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791868 | 233218 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 84 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791870 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 85 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791872 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 86 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791874 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 87 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791876 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 88 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791878 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 89 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791880 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 90 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791882 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 91 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791884 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 92 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791886 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 93 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791888 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 94 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791890 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 95 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791892 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 96 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791894 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 97 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791896 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 98 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791898 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 99 AND AN UNDIV INT IN COMMON ELEMENTS                              | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791900 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 100 AND AN UNDIV INT IN COMMON ELEMENTS                             | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791902 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 101 AND AN UNDIV INT IN COMMON ELEMENTS                             | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791904 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 102 AND AN UNDIV INT IN COMMON ELEMENTS                             | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791906 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 103 AND AN UNDIV INT IN COMMON ELEMENTS                             | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791908 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 104 AND AN UNDIV INT IN COMMON ELEMENTS                             | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791910 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 105 AND AN UNDIV INT IN COMMON ELEMENTS                             | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791912 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 106 AND AN UNDIV INT IN COMMON ELEMENTS                             | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791914 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 107 AND AN UNDIV INT IN COMMON ELEMENTS                             | 178.57    | 1,895.90   |
| WCI COMMUNITIES INC          | 0578791916 | 233219 | C820 | 0057 | PORTSMOUTH CONDOMINIUM  | UNIT 108 AND AN UNDIV INT IN COMMON ELEMENTS                             | 178.57    | 1,895.90   |
| PEACH AVENUE LLC             | 0833776000 | 342820 | 0027 | 0114 | KENNEDY HILL SUBDIVISION<br>N 1/2 OF S 1/2 OF NE 1/4 OF SW 1/4                  | LOTS 35 AND 36 LESS THAT PORTION THEREOF LYING N                         | 1,831.27  | 21,854.80  |
| ASHTON TAMPA RESIDENTIAL LLC | 0838120000 | 022820 |      |      | LOT BEG 338 1/3 FT N OF SE COR OF NE 1/4 OF                                     | NE 1/4 AND RUN SWLY 256.5 FT TO PT 63.5 FT                               | 8,774.10  | 83,760.00  |
| CHAMPOR CORP INC             | 0558220000 | 102820 |      |      | TRACT BEG AT SW COR OF SW 1/4 OF SW 1/4 OF NW                                   | 1/4 AND RUN E 212 FT N TO PT 408 FT S OF N EDRY                          | 1,168.13  | 13,257.28  |
| MBH INC                      | 0863120000 | 112820 |      |      |   |  | 1,280.73  | 14,860.16  |
| Henry & Shirley Rhodes       | 0577150000 | 162920 | U000 | 0028 | LESSONIA PARK ASSOCIATION<br>SW 1/4 OF SW 1/4 LESS RD R/W'S AND LESS FOLLOWING: | LOTS 8 AND 9 BLOCK 3<br>COM AT SW COR OF SEC 27 N 00 DEG 55 MIN 17 SEC E | 148.84    | 1,850.00   |
| APOSTOLONES PROPERTIES INC   | 0715939000 | 272820 |      |      | SW 1/4 OF SW 1/4 LESS RD R/W'S AND LESS FOLLOWING:                              | COM AT SW COR OF SEC 27 N 00 DEG 05 MIN 17 SEC E                         | 2,108.84  | 23,950.00  |
| APOSTOLONES PROPERTIES INC   | 0715939000 | 272820 |      |      |   |  | 3,870.80  | 40,608.80  |
| JAMES ANTONIANO ESTATE CORP  | 0731610100 | 013120 |      |      | SE 1/4 OF SW 1/4 OF SW 1/4 SW 1/4 OF SW 1/4 OF SE 1/4 LESS W 25 FT OF S 160     | LESS RD R/W  | 13,001.11 | 147,804.97 |
| MI HOMES OF TAMPA LLC        | 0737030100 | 043020 |      |      |   | FT THEREOF   | 22,820.19 | 268,028.00 |

| PULTE HOME CORP                | 0737040050 | 053020 |      |      | BEG AT W 1/4 COR OF SEC 5 | NBN 97 SEC E 67.64 FT TRN N | 32,691.59 | 373,233.30 |
|--------------------------------|------------|--------|------|------|---------------------------|-----------------------------|-----------|------------|
| TRANSCEND DEVELOPMENT CORP     | 0744380282 | 103020 | 0105 | 0177 | STONEWOOD SUBDIVISION     | LOT 41 BLOCK A              | 292.47    | 3,325.00   |
| TRANSCEND DEVELOPMENT CORP     | 0744380284 | 103020 | 0105 | 0177 | STONEWOOD SUBDIVISION     | LOT 42 BLOCK A              | 292.47    | 3,325.00   |
| TRANSCEND DEVELOPMENT CORP     | 0744380285 | 103020 | 0105 | 0177 | STONEWOOD SUBDIVISION     | LOT 43 BLOCK A              | 292.47    | 3,325.00   |
| TRANSCEND DEVELOPMENT CORP     | 0744380286 | 103020 | 0105 | 0177 | STONEWOOD SUBDIVISION     | LOT 44 BLOCK A              | 292.47    | 3,325.00   |
| TRANSCEND DEVELOPMENT CORP     | 0744380290 | 103020 | 0105 | 0177 | STONEWOOD SUBDIVISION     | LOT 45 BLOCK A              | 292.47    | 3,325.00   |
| TRANSCEND DEVELOPMENT CORP     | 0744380292 | 103020 | 0105 | 0177 | STONEWOOD SUBDIVISION     | LOT 46 BLOCK A              | 292.47    | 3,325.00   |
| TRANSCEND DEVELOPMENT CORP     | 0744380294 | 103020 | 0105 | 0177 | STONEWOOD SUBDIVISION     | LOT 47 BLOCK A              | 292.47    | 3,325.00   |
| TRANSCEND DEVELOPMENT CORP     | 0744380295 | 103020 | 0105 | 0177 | STONEWOOD SUBDIVISION     | LOT 48 BLOCK A              | 292.47    | 3,325.00   |
| TRANSCEND DEVELOPMENT CORP     | 0744380299 | 103020 | 0105 | 0177 | STONEWOOD SUBDIVISION     | LOT 49 BLOCK A              | 292.47    | 3,325.00   |
| WILLIAM ORTIZ                  | 0749727454 | 103020 | 0070 | 0094 | CAMELOT WOODS             | LOT 12                      | 292.47    | 3,325.00   |
| RALPH M III & ALICIA F GRIFFIN | 0760207154 | 173020 | 0085 | 0082 | R M GRIFFIN SUBDIVISION   | LOT 2                       | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523152 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 1 BLOCK 1               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523154 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 2 BLOCK 1               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523155 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 3 BLOCK 1               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523156 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 4 BLOCK 1               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523159 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 5 BLOCK 1               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523162 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 6 BLOCK 1               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523164 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 7 BLOCK 1               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523163 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 8 BLOCK 1               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523169 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 9 BLOCK 1               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523170 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 10 BLOCK 1              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523172 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 11 BLOCK 1              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523174 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 12 BLOCK 1              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523175 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 13 BLOCK 1              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523178 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 14 BLOCK 1              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523180 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 15 BLOCK 1              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523182 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 16 BLOCK 1              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523184 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 17 BLOCK 1              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523185 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 18 BLOCK 1              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523188 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 19 BLOCK 1              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523189 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 20 BLOCK 1              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523192 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 21 BLOCK 1              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523194 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 22 BLOCK 1              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523195 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 1 BLOCK 2               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523198 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 2 BLOCK 2               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523200 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 3 BLOCK 2               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523202 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 4 BLOCK 2               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523204 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 5 BLOCK 2               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523205 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 6 BLOCK 2               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523208 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 7 BLOCK 2               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523210 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 8 BLOCK 2               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523212 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 9 BLOCK 2               | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523214 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 10 BLOCK 2              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523216 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 11 BLOCK 2              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523218 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 12 BLOCK 2              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523220 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 13 BLOCK 2              | 292.47    | 3,325.00   |
| MORRISON HOMES INC             | 0776523222 | 053120 | 0105 | 0163 | AVELAR CREEK SOUTH        | LOT 14 BLOCK 2              | 292.47    | 3,325.00   |







|                    |            |        |      |      |  |  |           |            |
|--------------------|------------|--------|------|------|--|--|-----------|------------|
| MORRISON HOMES INC | 077622812  | 075120 | 0105 | 0163 | AVELAR CREEK SOUTH<br>COMM AT SW COR SEC 9 N 89<br>DEG 36 MIN 41 SEC E | LOT 9 BLOCK 14<br>778.20 FT N 09 DEG 23 MIN 18<br>SEC W 80 FT N 40 DEG | 175.57    | 1,995.80   |
| U S HOME CORP      | 077683027  | 083120 |      |      | COMM AT THE COR OF SEC RUN<br>6 00 DEG 16 MIN 23 SEC E                 | 1800.14 FT THN S 88 DEG 48<br>MIN 09 SEC W 868.83 FT                   | 30,709.35 | 348,128.00 |
| U S HOME CORP      | 077683084  | 083120 |      |      | COMM AT NW COR OF SW 1/4 OF<br>NW 1/4 RUN ALG BLY                      | SDRY OF N 1/2 OF NW 1/4 RUN<br>N 88 DEG 87 MIN 02 SEC                  | 31,778.17 | 361,267.80 |
| SUMMERFIELD LLC    | 0777160100 | 163120 |      |      |  |  | 54,691.69 | 621,778.00 |
| SUMMERFIELD LLC    | 0777160202 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 1 BLOCK 1  | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160204 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 2 BLOCK 1  | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160206 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 3 BLOCK 1  | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160208 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 4 BLOCK 1  | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160210 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 5 BLOCK 1  | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160212 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 6 BLOCK 1  | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160214 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 7 BLOCK 1  | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160216 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 8 BLOCK 1  | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160218 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 9 BLOCK 1  | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160220 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 10 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160222 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 11 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160224 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 12 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160226 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 13 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160228 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 14 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160230 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 15 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160232 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 16 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160234 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 17 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160236 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 18 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160238 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 19 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160240 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 20 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160242 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 21 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160244 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 22 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160246 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 23 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160248 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 24 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160250 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 25 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160252 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 26 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160254 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 27 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160256 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 28 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160258 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 29 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160260 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 30 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160262 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 31 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160264 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 32 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160266 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 33 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160268 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 34 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160270 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 35 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160272 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 36 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160274 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 37 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160276 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 38 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160278 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 39 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160280 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 40 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160282 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 41 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160284 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 42 BLOCK 1   | 292.47    | 3,328.00   |
| SUMMERFIELD LLC    | 0777160286 | 163120 | 0108 | 0113 | SOUTH FORK UNIT 7  | LOT 43 BLOCK 1   | 292.47    | 3,328.00   |

































|                                       |            |        |      |      |  |  |            |              |
|---------------------------------------|------------|--------|------|------|--|--|------------|--------------|
| SOUTH FORK LLC                        | 0777213692 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 10 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213694 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 11 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213696 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 12 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213698 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 13 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213700 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 14 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213702 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 15 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213704 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 16 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213706 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 17 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213708 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 18 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213710 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 19 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213712 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 20 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213714 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 21 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213716 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 22 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213718 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 23 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213720 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 24 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213722 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 25 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213724 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 26 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213726 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 27 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213728 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 28 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213730 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 29 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213732 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 30 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213734 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 31 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213735 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 32 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213738 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 33 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213740 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 34 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213742 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 35 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213744 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 36 BLOCK 5                                     | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213746 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 1 BLOCK 2                                      | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213748 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 2 BLOCK 2                                      | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213750 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 3 BLOCK 2                                      | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213752 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 4 BLOCK 2                                      | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213754 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 5 BLOCK 2                                      | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213756 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 6 BLOCK 2                                      | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213758 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 7 BLOCK 2                                      | 292.47     | 3,326.00     |
| SOUTH FORK LLC                        | 0777213760 | 173120 | 0108 | 0222 | SOUTH FORK UNIT 6  | LOT 8 BLOCK 2                                      | 292.47     | 3,326.00     |
| RICHMOND AMERICAN HOMES OF FLORIDA LP | 0777769800 | 203120 |      |      | PT OF NW 1/4 DESC AS: BEG AT PT ON E RW OF US 301  | 200 FT S OF N BDRY OF SEC RUN E 2584.29 FT TO PT   | 43,870.60  | 489,760.00   |
| RUSSELL SHABLA LLC                    | 0777870000 | 203120 |      |      | 3 1/2 OF SE 1/4 & NE 1/4 OF SE 1/4 OF SE 1/4 LESS RW FOR CORN AT SW COR OF NE 1/4 OF SEC 20 RUN N 01 DEG | 1,624.60   | 17,332.61  |              |
| HIGHLAND CASSIDY LLC                  | 0777870100 | 203120 |      |      | THAT PART W OF STATE RD HD 43 LESS PART DESC AS  | BEG AT NW COR AND RUN E 540.88 TO POB THN MELV ALG | 103,378.59 | 2,084,776.00 |
| WCI COMMUNITIES INC                   | 0766460600 | 103220 |      |      |  |  | 22,227.72  | 252,700.00   |
| NICOLETTA INVESTMENT CORP             | 0855910000 | 192921 |      |      | E 230 FT OF E 2/3 OF W 3/4 OF N 1/2 OF NE 1/4 OF SE 1/4 OF SW 1/4 LESS E 25 FT                           | LESS N 680 FT & LESS SR 60 FOR RD                  | 4,146.10   | 47,124.14    |
| MOOSE LODGE NO 1800 OF BRANDON INC    | 0853970000 | 302921 |      |      |  |  | 631.78     | 10,693.12    |
| EAST-60 VILLAGE LLC                   | 0864631088 | 302921 | 0082 | 0090 | SHOPPES AT BRANDON FARMS   | LOT 3  | 1,248.07   | 14,188.82    |
| TEMPLO LA HERMOSEA INC                | 0894729000 | 312921 |      |      | E 616 FT OF N 1/2 OF NE 1/4 OF   | PT AND LESS S 128 FT AND                           | 850.42     | 7,406.30     |
| TAMPA BRANDON EXPRESS LLC             | 0873129000 | 063021 |      |      | THAT PART OF SE 1/4 OF SW 1/4  | CORN AT NE COR OF SE 1/4                           | 682.30     | 6,733.60     |
| TAMPA BRANDON EXPRESS LLC             | 0873120050 | 063021 |      |      | THAT PART OF SE 1/4 OF SW 1/4  | CORN AT NE COR OF SE 1/4                           | 617.43     | 7,018.38     |
| WILLIAM TROY & LISA R DIMSDALE        | 0890521802 | 223021 | 0006 | 0030 | FISH HAWK TRAILS UNIT 4 PH 2   | LOT 28 BLOCK 11                                    | 292.47     | 3,326.00     |

INSTRUMENT#: 2007398544, BK: 18101 PG: 1774 PGS: 1774 - 1775 09/12/2007 at  
07:14:19 AM, DEPUTY CLERK: BKING Pat Frank, Clerk of the Circuit Court  
Hillsborough County

Replaces Parent on Instrument # 2006172253  
OR BK 16325 PG 0797 (Folio# 73151.0100)

### NOTICE OF ASSESSMENTS

On February 15, 2006, the Board of County Commissioners of Hillsborough County, Florida, adopted Resolution No. R-06-039 which imposed special assessments against property located within the Hillsborough County Water and/or Wastewater Capacity Assessment Unit 06101, as described in the attached Exhibit A. The annual Capacity Assessment for each property will be payable for a period of twenty years, commencing with the 2007 tax year, at an annual rate as described in the attached Exhibit A. The annual Capacity Assessment will be billed on the property tax bill as a non ad-valorem assessment. The method of computing the annual Capacity Assessment is set forth in Resolution No. R-06-015. The purpose of the assessment is to fund a portion of capacity and/or accrued guaranteed revenue fees otherwise payable upon connection to the County's water and/or wastewater system. The Capacity Assessment Roll for the Hillsborough County Water and/or Wastewater Capacity Assessment Unit 06101 is on file in the office of the County Utility Director and is open to public inspection.

This notice is recorded to provide constructive notice of the annual Capacity Assessment to purchasers of property located within the Hillsborough County Water and/or Wastewater Capacity Assessment Unit 06101. The Board will adopt an Annual Capacity Assessment Resolution for each fiscal year. Upon adoption of each Annual Capacity Assessment Resolution, Capacity Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non ad-valorem assessments. The lien shall be deemed perfected upon adoption of each Annual Capacity Assessment Resolution and shall attach to the property included on the Capacity Assessment Roll as of the prior January 1, the lien date for ad valorem taxes. This notice does not and shall not be construed to require that individual liens or releases be filed in the Official Records.

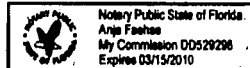
### HILLSBOROUGH COUNTY WATER RESOURCE SERVICES

By: \_\_\_\_\_

Roger K. Castro, General Manager  
Service Management & Accounting

The foregoing instrument was acknowledged by me  
this 11<sup>th</sup> day of September, 2007,  
by Roger K. Castro who  
is personally known to me and who did not take oath.

Angie Frazier  
Notary



HILLSBOROUGH COUNTY WATER AND/OR WASTEWATER  
CAPACITY ASSESSMENT UNIT 06101

| OWNER                                 | POLY #     | E-T-R  | BOOK/PAGE | LEGAL DESCRIPTION                 | ANNUAL ASSESSED |          |
|---------------------------------------|------------|--------|-----------|-----------------------------------|-----------------|----------|
|                                       |            |        |           |                                   | AMT             | AMT      |
| JAMES ANTUNANO MANAGEMENT CORPORATION | 0731789004 | 013020 | 0107 0126 | EXECUTIVE PARK OF VALERICO LOT 2  | 866.74          | 9,833.66 |
| JAMES ANTUNANO MANAGEMENT CORPORATION | 0731789006 | 013020 | 0107 0126 | EXECUTIVE PARK OF VALERICO LOT 3  | 866.74          | 9,833.66 |
| JAMES ANTUNANO MANAGEMENT CORPORATION | 0731789008 | 013020 | 0107 0126 | EXECUTIVE PARK OF VALERICO LOT 4  | 866.74          | 9,833.66 |
| JAMES ANTUNANO MANAGEMENT CORPORATION | 0731789010 | 013020 | 0107 0126 | EXECUTIVE PARK OF VALERICO LOT 5  | 866.74          | 9,833.66 |
| JAMES ANTUNANO MANAGEMENT CORPORATION | 0731789012 | 013020 | 0107 0126 | EXECUTIVE PARK OF VALERICO LOT 6  | 866.74          | 9,833.66 |
| JAMES ANTUNANO MANAGEMENT CORPORATION | 0731789014 | 013020 | 0107 0126 | EXECUTIVE PARK OF VALERICO LOT 7  | 866.74          | 9,833.66 |
| JAMES ANTUNANO MANAGEMENT CORPORATION | 0731789016 | 013020 | 0107 0126 | EXECUTIVE PARK OF VALERICO LOT 8  | 866.74          | 9,833.66 |
| JAMES ANTUNANO MANAGEMENT CORPORATION | 0731789018 | 013020 | 0107 0126 | EXECUTIVE PARK OF VALERICO LOT 9  | 866.74          | 9,833.66 |
| JAMES ANTUNANO MANAGEMENT CORPORATION | 0731789020 | 013020 | 0107 0126 | EXECUTIVE PARK OF VALERICO LOT 10 | 866.74          | 9,833.66 |
| JAMES ANTUNANO MANAGEMENT CORPORATION | 0731789022 | 013020 | 0107 0126 | EXECUTIVE PARK OF VALERICO LOT 11 | 866.74          | 9,833.66 |
| JAMES ANTUNANO MANAGEMENT CORPORATION | 0731789024 | 013020 | 0107 0126 | EXECUTIVE PARK OF VALERICO LOT 12 | 866.74          | 9,833.66 |
| JAMES ANTUNANO MANAGEMENT CORPORATION | 0731789026 | 013020 | 0107 0126 | EXECUTIVE PARK OF VALERICO LOT 13 | 866.74          | 9,833.66 |
| JAMES ANTUNANO MANAGEMENT CORPORATION | 0731789028 | 013020 | 0107 0126 | EXECUTIVE PARK OF VALERICO LOT 14 | 866.74          | 9,833.66 |
| JAMES ANTUNANO MANAGEMENT CORPORATION | 0731789030 | 013020 | 0107 0126 | EXECUTIVE PARK OF VALERICO LOT 15 | 866.74          | 9,833.66 |
| JAMES ANTUNANO MANAGEMENT CORPORATION | 0731789032 | 013020 | 0107 0126 | EXECUTIVE PARK OF VALERICO LOT 16 | 866.74          | 9,833.66 |



Prepared by and return after recording to:  
Deborah Rose Tracy, Esq.  
Law Offices of Deborah Rose Tracy, P.A.  
Post Office Box 101, Valrico, FL 33595

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR EXECUTIVE PARK OF VALRICO**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EXECUTIVE PARK OF VALRICO** is made this 27<sup>th</sup> day of Oct, 2011, by **JAMES ANTUNANO MANAGEMENT CORPORATION**, a Florida corporation, hereinafter referred to as "Declarant."

NOW THEREFORE, Declarant hereby declares that all of the real property located in Hillsborough County, Florida and more particularly described in "**Exhibit A**" attached hereto and incorporated herein ("Property"), of which it is currently the sole owner, shall be held, sold, occupied and conveyed subject to the following easements, restrictions, covenants, and conditions which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each owner thereof and which are for: (a) the purpose of enhancing and protecting the value and desirability of the real property, (b) providing for the preservation, protection and maintenance of the Property and the improvements thereon; and, (c) providing for the efficient management of the Property by creation of a not-for-profit corporation, Executive Park of Valrico Owners' Association, Inc., with the power and duty of administering and enforcing the protective covenants, conditions, restrictions and easements, charges and liens hereinafter set forth and the collection and disbursement of the assessments and whose membership shall include all owners of all or any part of the Property.

**ARTICLE I - DEFINITIONS**

The following definitions shall apply wherever these capitalized terms appear in this Declaration, unless otherwise expressly stated:

1. "Additional Property" means any property added to the Property by amendment to this Declaration in accordance with Article VII, Section 6 hereof, which Additional Property shall then be included within the term "Property."

2. "Architectural Committee" means the Architectural Committee as defined in Article IV, Section 5.

3. "Articles" means the Articles of Incorporation for the Association, attached hereto as Exhibit "C" and any amendments or modifications thereof.

4. "Association" means Executive Park of Valrico Owners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns, which is responsible for the management and operation of the Property.

5. "Board of Directors" means the Board of Directors of the Association.

6. "Building" means any building or other enclosed structure constructed or to be constructed on or within any Parcel as defined below.

7. "Bylaws" means the Bylaws of the Association attached hereto as Exhibit "D" and any amendments or modifications thereof.

8. "Common Areas" means all real property and easements (including the improvement thereto) owned by the Association for the common use and enjoyment of the owners as specified in Exhibit "B" to this Declaration as Common Areas, and such other portions of the Property as may be designated as Common Areas in

any amendment to this declaration to be recorded by Declarant from time to time together with the landscaping and any Improvements thereon and all personal property and any areas of the Property which the Association is obligated to maintain, or contribute to the cost of maintenance, notwithstanding that it may not own the underlying fee simple title to such areas.

9. “Costs” means all cost of enforcement of any provision of this Declaration, including collection of any assessment, which costs shall include court costs, appraisal fees, arbitration fees, mediation fees, witness fees and attorney’s fees, whether incurred at trial or appellate level or in a bankruptcy proceeding, including post-judgment collection proceedings.

10. “Declarant” means JAMES ANTUNANO MANAGEMENT CORPORATION, a Florida corporation, its successors and assigns if the assignee shall assume the rights and responsibilities of the Declarant under a written agreement.

11. “Declaration” means this Declaration of Covenants, Conditions, Restrictions and Easements, as it may hereafter be amended and supplemented from time to time.

12. “Improvement” means all buildings, outbuildings or structures, whether above or below grade, including, but not limited to, any office building, storage sheds, storage buildings, parking areas, curbing, fences, walls, signs, mailboxes, dumpster enclosure, stormwater systems, retention areas, driveways, sidewalks or other paving, overhead or underground utilities, grading, landscaping and lighting.

13. “Maintenance” means the exercise of reasonable care to keep the Common Areas, easements, landscaping, drainage and other amenities used in common by Parcel owners in aesthetically pleasing, good and functioning condition.

14. “Member” means a person entitled to membership in the Association, as provided in this Declaration and the Articles.

15. “Mortgage” means any bona fide first mortgage encumbering a Parcel as security for the repayment of a debt obligation.

16. “Mortgagee” means any bank, savings and loan association, or other institutional lender holding a Mortgage now or hereafter placed upon any Parcel.

17. “Owner” means the record owner of the fee simple title to any Parcel, whether one or more persons or entities, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation; and, the term shall include Declarant for so long as Declarant shall hold title to all or any portion of the Property or any Parcel (provided that the rights of Declarant hereunder shall take precedence over any restrictions imposed hereunder upon Owners).

18. “Parcel” means and refers to each separately numbered lot within the Property as designated in the Plat, with the exception of any Common Area.

19. “Plat” means that certain plat of the Executive Park of Valrico recorded in O.R. Book 107, Page 127 of the public records of Hillsborough County, Florida.

20. “Property” means that certain real property located in Hillsborough County, Florida and more particularly described on Exhibit “A” attached hereto.

21. “Turnover” shall have the meaning set forth in the By-laws.

22. “Unit” means the following: each Parcel shall be assigned one (1) Unit for each square foot of heated or cooled space of completed Improvements constructed on the Parcel. All Units assigned to a particular Parcel must be voted together as a block for such Parcel and may not be split between multiple Parcel Owners.

## **ARTICLE II – PROPERTY RIGHTS AND DUTIES OF OWNERS**

1. **Rights in Common Areas.** Every Owner shall have a nonexclusive right and perpetual easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Parcel, subject to the following provisions: (a) the right of the Declarant or the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility; (b) the right of the Declarant or the Association to grant easements and rights of way over all or any part of the Common Areas; (c) the provisions of the Plat, the Articles and the Bylaws; (d) the right of the Declarant or the Association to mortgage all or any part of the Common Areas; (e) any easements and restrictions of record affecting any part of the Common Areas; and, (f) the right of the Association to adopt rules and regulations not inconsistent with this Declaration concerning the use and enjoyment of the Common Areas.

2. **Delegation of Rights.** Each Owner may delegate, subject to the Articles, Bylaws, and the Declaration, his right of enjoyment of the Common Areas and facilities to the Owner’s tenants, guests, invitees and licensees subject to the disclaimers of warranty provided in this Declaration.

3. **Maintenance, Repair and Restoration.** Every Owner shall maintain his Parcel and Improvements (including, but not limited to landscaping within the boundaries of his Parcel and exterior portions of any structure) in first class condition and repair and in the case of an Improvement, substantially the same condition and appearance as existed as of the date of initial completion of the Improvement as approved by the Architectural Committee as provided in this Declaration, subject to normal wear and tear and at such Owner’s cost and expense, including any maintenance, repair or replacement required because of the occurrence of fire, wind, vandalism, theft or other casualty. All personal property kept on a Parcel shall be either kept and maintained inside of a building or a proper storage facility or shall be stored at the rear of the building. Any personal property, if it is to be stored on the Parcel, is to be stored in a completely enclosed structure approved by the Architectural Committee. Every Owner shall promptly perform any maintenance or repair requested by the Association.

4. **Repair or Restoration after Destruction.** In the event of partial or total destruction of an Improvement, the Owner shall immediately undertake restoration or replacement of the Improvement, or an Improvement of substantially similar nature subject to all building codes and zoning ordinances then applicable. In the event that the replacement structure may not be reconstructed in the same form as the destroyed Improvement, Owner shall obtain the approval of the Architectural Committee for the replacement Improvement in accordance with the provisions of Article IV. Construction or restoration shall commence within a reasonable period of time after the date of destruction, but in no event later than sixty (60) calendar days after the date of destruction or the date of approval by the Architectural Committee, if applicable, whichever occurs last, provided, however that the Owner shall submit completed plans for the replacement Improvement to the Architectural Committee within sixty (60) calendar days of the date of destruction. Construction or restoration shall be completed within nine (9) months of commencement thereof. Time for compliance may be extended in the event of labor strike, unavailability of material, war, riot, civil unrest, acts of God or other events preventing compliance provided such events are beyond the reasonable control of the Owner.

5. **Remedies for Owner’s Failure to Maintain, Repair or Restore.** In the event any Owner fails to maintain his Parcel and Improvements in good order and in a clean and attractive manner or to perform any other maintenance, repair, restoration or replacement required hereunder, the Association, after ten (10) business days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right, but not the obligation, to correct, repair, restore, paint and maintain any part of such Parcel and Improvements. The full cost of such repairs or maintenance (including administrative fees or construction loan costs) and Costs incurred in enforcement together with interest on the repair costs and Costs at the lesser of eighteen per cent (18%) per annum or the maximum rate permitted by law shall become a Parcel Assessment as defined in Article VI, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore and enforceable in the same manner as any Parcel Assessment as provided herein.

6. Right to Entry. Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Parcel, Improvement or Building for the purpose of: (a) maintenance, inspection, repair or replacement of the Improvements as provided in this Declaration; (b) in case of emergency, for any lawful purpose; and (c) to determine compliance with this Declaration.

7. Acceptance of Limitation on Liability. Each Owner, for himself and his heirs, legal representatives, successors and assigns (by virtue of his acceptance of title to Owner's Parcel), and every other person or entity having an interest in or a lien upon, or making use of, any portion of the Property (by virtue of accepting such interest or lien or making use thereof), shall be bound by each limitation on liability expressed in this Declaration and shall be deemed to automatically waive all rights, claims, demands, and causes of action against the Association or Declarant arising from or connected with any act or omission for which the liability of the Association or Declarant has been described in this Declaration.

**ARTICLE III – EASEMENTS AND RIGHTS, DUTIES AND  
LIMITATION OF LIABILITY OF THE ASSOCIATION**

1. Maintenance of Common Areas. The Association shall have the full right and authority to manage and maintain the Common Areas, including any Improvements thereon, for the benefit of all Owners in aesthetically pleasing, good and functioning condition subject to all governmental rules, regulations and ordinances.

2. Insurance. The Board of Directors may obtain: (a) public liability insurance on the Common Areas, (b) casualty insurance for any Improvement located upon the Common Areas up to the full replacement value thereof; (c) casualty insurance for any personal property owned by the Association whether located upon the Property or not; (d) liability insurance against personal loss for actions taken by members of the Board of Directors and officers of the Association in the performance of their duties; (e) fidelity bonds, construction lien bonds, performance bonds and payment bonds; and (f) such other insurance or bonds as the Board of Directors shall deem reasonable and necessary from time to time. Such insurance or bonds shall be of the type and amount determined by the Board of Directors, in its discretion, but no less than may be required by an applicable rule, regulation, statute or ordinance. The cost of such insurance and bonds shall be paid by the Association and may be passed unto the Owners as an assessment.

3. Easements. In addition to those general easements set forth in this Article, the Association shall have such easements as set forth in Exhibit "B". Each easement granted and conveyed to the Association as provided herein shall be maintained by the Association until such time as the property encumbered by the easement has been dedicated and accepted by the local governmental authority and the local governmental authority has assumed such maintenance. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain without the express written permission of the Association. All cost of installation, repair, replacement, maintenance and operation of any facility or system and upkeep of any easement area shall be paid by the Association and shall be passed unto the Owners as part of the Assessments. All easements granted herein shall be enforceable only by the Association, the Owners or tenants of the Owners. Each Owner reserves the right to eject from the Common Areas on its Parcel, if any, anyone not authorized by this Agreement to use the Common Areas. No Owners shall grant an easement on any portion of its Parcel which does not benefit all or a part of the Property, except to governmental or quasi-governmental authorities. Declarant reserves for itself, its successors and assigns, and grants to the Association and its designees the following easements:

a. Ingress and Egress: a perpetual, non-exclusive easement over and across the Common Areas for the Owners and tenants, invitees and guests of the Owners for pedestrian and vehicular ingress and egress to and from the Parcels; provided, however, that nothing in this Declaration shall restrict the installation or maintenance of Improvements within the Common Areas as approved by the Association.

b. Parking: a perpetual, non-exclusive easement for Owners and tenants, invitees and guests of Owners for the parking of motor vehicles on any portion of the Common Areas so designated and intended for such use by the Declarant or its assignees.

c. Utilities, Services, Amenities and Other: a perpetual, non-exclusive easement for Owners and tenants, invitees and guests of Owners on and under the Property (other than under Buildings) for installation, maintenance, repair, replacement or operation of surface and subsurface storm water facilities and drains, utility and service lines, systems and facilities (including, but not limited to manholes, meters, pipes, pipelines, hydrants, sprinkler controls, conduits, telephone, electricity, internet, cable television and communication lines, fiber optic cables and any transmission systems.), sewage facilities, other drainage systems, landscaping, irrigation systems and police powers and services supplied by the local, state and federal governments. This easement shall in no way affect any other recorded easements on the Property. Declarant shall not have any obligation to construct or install any improvement, facility, utility or service lines. If the Association or Declarant elects to enter into a "bulk rate contract" or similar agreement for multi-Parcel service for any utility or technology services such service shall be supplied to each Parcel and each Owner shall be required to pay all costs in connection with service provided to said Owner's parcel and general expenses not associated with a particular Parcel shall be paid by the Association and passed unto the Owners as part of the Assessments.

d. Stormwater Management Systems. The Property may now or in the future have constructed thereon a stormwater management system ("SMS") pursuant to easements granted in this Declaration which SMS shall be included in the term Common Areas. Each Owner shall be responsible for construction of such portion of the SMS as necessary to connect the Owner's Parcel to the SMS subject to the approval by Declarant in writing; provided, however, Owners shall be prohibited from taking any action that adversely affects the use, operation or maintenance of the SMS. Declarant hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, nonexclusive easement over and across all areas of any SMS for the surface drainage of stormwater from the Property and for installation and maintenance of the SMS. The Association shall have the power to operate and maintain the SMS and its related facilities within the Property, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Association, however, shall not be permitted to sub-meter any Building of an Owner. If the Association is dissolved, the control or right of access to the Property containing the SWM facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility; and, if not accepted, then the SMS facilities shall be conveyed to a non-profit corporation similar to the Association in accordance with Florida Administrative Code Section 40D 4.301(3) and the Basis of Review, Subsection 2.6.2.2.2. Maintenance shall include the exercise of practices which allow the SMS to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by SWFWMD, and all other local, state and federal authorities having jurisdiction. The Association shall pay the Property's share of the maintenance costs for such portions of the SMS and pass such costs on to the Owners as an Assessment.

4. Limitation on Liability. Neither Declarant nor the Association nor any of their successors, assigns, officers, directors, committee members, employees or agents shall: (a) have any liability whatsoever to owners, guests, tenants, or invitees in connection with the Common Areas, including any conservation areas; (b) be liable or responsible for, or shall be deemed in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant, or user of any portion of the Property, including, without limitation, Owners, occupants, tenants, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons. (The provisions of the Declaration setting forth the uses of Assessments which may relate to health, safety, or welfare shall be attributed and implied only as limitations on the usage of such funds, and not as creating an obligation of the Association or Declarant to protect the health, safety or welfare of any persons.); (c) have any liability whatsoever to owners, guests, tenants, or invitees in connection with any portion of the SMS and each Owner, for itself and its guests, tenants, or invitees, releases Declarant and the Association from any liability in connection therewith, including, but not limited to liability or damages arising from the design, construction or topography of any bank, slope or bottom of any part of the SMS; (d) be liable or responsible for maintaining or assuring the water quality or level in any lake, pond, retention area, canal, creek, or other water body within or adjacent to the Property or the quantity, quality or look of vegetation within any Conservation Area designated on the Plat. All persons are hereby notified that alligators and other wildlife may inhabit or enter into water bodies contained within or adjacent to the Property and may pose a threat to persons, and property, but neither the Declarant nor the Association are under any duty to protect against, and do not in any manner warrant against, any death, injury or damage caused by such wildlife.

5. Authority to Hire and Incur Expenses. The Association may obtain and pay for the services of any person or entity to the extent it deems advisable for purposes of construction or installation of Improvements upon the Common Areas, operating, maintaining, repairing or restoring Common Areas or administering its duties under this Declaration, the Articles or the By-laws, including, but not limited to engaging property management companies, attorneys, landscaping services, insurance agents, financial advisors and contractors. The Association and the Board of Directors shall have all rights and powers as set forth in the Articles and By-laws and shall be entitled to incur costs on behalf of the Association in the exercise of its rights and authority. All costs, expenses and fees shall be passed unto the Owners through Assessments.

6. Non-Regulated Utility. The Property shall obtain water service for the Parcels through a master meter from a regulated public water system. In order to insure that the Developer, Association, Parcels or Property is not classified as a "regulated consecutive public water system" by the Florida Department of Environmental Protection, the Association will purchase water for the entire Property and each Parcel from a public utility; will supply water to the individual Parcels; and, will collect assessments in accordance with the provisions for general assessments pursuant to Article VI, paragraphs 1 and 2 to pay for such purchase; and, shall NOT individually bill Parcel owners. Parcel owners will not receive an individual water bill; or, an itemized bill covering all fees which breaks out the water usage as a separate item. Nor will there be any other method for pro-rating the individual Parcel costs of water to individual Parcel owners.

**ARTICLE IV – PERMITTED USES, RESTRICTIVE COVENANTS  
AND RIGHTS AND DUTIES OF THE ARCHITECTURAL COMMITTEE**

1. Permitted Uses. This Declaration is intended to provide for the integrated development of a professional office park with related uses and facilities upon the Property and to restrict the use of each Parcel to such purposes. Buildings, structures, and land within each Parcel shall be used, and structures shall be erected, structurally altered, or enlarged only for use as professional offices, which term shall include: (a) medical or dental offices and clinics, (b) pharmacies, (c) veterinary offices and clinics, subject to the additional restrictions of paragraph 3 below, (d) law offices and related legal services, (e) offices providing tax advisory services, financial advisory services or financial services (except that check cashing or similar establishments shall not be deemed "professional"), (f) offices providing insurance sales or adjuster services, (g) billing or employee leasing services; (h) offices of an architect, surveyor, appraiser or administrative offices of a contractor; (i) offices of a real estate broker or title company; or, (j) businesses providing similar professional, non-retail services. No parcel shall be used for any purpose and no Improvement shall be constructed upon any Parcel which is inconsistent with the operation of a first class professional office park. By way of example, but not by way of limitation, no Parcel shall be used for purposes of a barber shop or beauty shop, convenience store, gas station, florist, gift shop, restaurant, coffee shop, tea room, amusement arcade, pool hall, bar, bar & grille, massage parlor or massage therapy clinic, tattoo parlor, adult entertainment establishment, check cashing facility, pawn shop, nightclub, thrift shop, meeting hall, retail store, dry cleaning laundry or coin operated laundry.

2. Waiver of Restriction. Prohibited use restrictions may be waived for one or more Parcels by the Declarant so long as Class B membership exists; and upon termination of Class B membership, by the vote of the Members equal to 80% or more of all Units.

3. Non-Competition Restriction. So long as one or more of the Lots 1, 2, 3 and/or 4, or any portion of Parcel A shall be used for purposes of a veterinary office, clinic or pet adoption center *under common ownership of a single entity or one or more affiliated entities sharing common shareholders, members or partners of 25% or more*, no other Parcel shall be used for a competing or similar purpose, which restriction shall include, by way of example, but not by way of limitation: (a) any competing veterinary clinic; (b) animal shelter; (c) pet store; (d) business offering pet adoption; (e) store offering pet grooming, pet supplies or pet food; or (e) any business offering pet "day-care."

4. Restrictions on Use and Architecture. It is further the intention of the Declarant that the professional purpose of the executive office park and external architectural theme of the executive office park be

maintained and controlled. Architectural and design controls shall include all aspects of any Improvement including, without limitation, size, height, site planning, setbacks, exterior design, renovation plans, materials, colors, open space, landscaping, and aesthetic criteria, as well as the design of utility, drainage and other Common Areas Improvements. Pursuant to that intention, the Property and each Parcel therein shall be subject to the following additional restrictions:

a. No building, fence, wall, outbuilding, outside lighting, landscaping, parking area, curbing, sidewalk or other structure or improvement shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Parcel, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed.

b. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Parcel at any time as a place of business either temporarily or permanently.

c. No sign of any kind shall be displayed to the public view on any Parcel except such signage as approved by the Architectural Committee and except signs used by Declarant and its agents to advertise Parcels for sale or temporary signs of a Mortgagee advertising financing of construction of an Improvement. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Parcels. Declarant, or after the Turnover, the Association, may erect one or more signs in the Common Areas as deemed reasonable and appropriate for the advertising of one or more business of the Owners within the Property. The installation, operation, repair, restoration and maintenance of any such sign erected in the Common Areas shall be paid by the Association and the cost passed to the Owners as part of the Assessment.

d. No exterior radio, television or satellite-dish antenna may be installed on any portion of the Property unless the installation, and the location, color and design of the antenna have been approved by the Architectural Committee.

e. No fence shall be located on any Parcel unless the installation, color and design of the fencing have been approved by the Architectural Committee.

f. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Parcel unless the tank is buried and the location of the tank is approved by the Architectural Committee.

g. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on any Parcel unless approved by the Architectural Committee. Unless otherwise approved by the Architectural Committee, all mailboxes shall be located in clusters in areas designated by the Declarant or the Board of Directors.

h. No Parcel shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Parcel or other part of the Property and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority approved by the Board of Directors.

i. No outdoor newspaper or magazine vending machines or racks shall be placed on the Property unless the style, design, type, appearance, material, mounting, color and location thereof shall have been approved in writing by the Architectural Committee.

j. Nothing shall be done or kept on the Parcel or in the Common Areas which will increase the rate of insurance for the Property without the prior written consent of the Association; or, which will result in the cancellation of any insurance maintained by the Association.

k. No nuisance shall be permitted to exist on any Parcel or Common Areas so as to be detrimental to any other Owner or the peaceful use of the Common Areas, including, but not limited to actions which: (i) interfere with television, cable, FIOS, wireless or radio reception on another Parcel; (ii) are deemed immoral, offensive, or unlawful. The good faith determination of the Board of Directors as to what may be or become a nuisance shall be conclusive.

l. No motor vehicle without a current license and registration shall be permitted on the Property. All parking shall be only in designated parking spaces, in accordance with any rules and regulations adopted by the Association in accordance with this Declaration. No parking of any vehicle shall be permitted on the street. No commercial vehicles or non standard size vehicles, including any recreational type vehicles, may be parked within the Property.

m. No obstruction to visibility at street intersections shall be permitted.

n. No soliciting will be allowed at any time within the Property.

o. Each Parcel shall have erected upon it within one (1) year of the date an Owner takes title; or, within one (1) year of the date of any destruction or damage to an existing structure, a building containing no less than 3500 square feet of usable, air-conditioned space which building shall consist of one of three floor plan types approved by the Declarant; or, for larger buildings, a combination of such floor plans.

5. Architectural Committee. The initial Architectural Committee shall consist solely of the Declarant until the Turnover shall have occurred. After the Turnover, the Architectural Committee shall consist of no less than three (3) Members of the Association appointed by the Board of Directors. Members of the Architectural Committee shall serve until removed or replaced by the Board of Directors with or without cause. The Board of Directors shall have the authority, but shall not be required, to authorize payment of professionals to assist the Architectural Committee, including, but not limited to real estate brokers, appraisers, lawyers and other professional counsel and the cost thereof shall be passed to the Owners as part of the Assessment. The Architectural Committee shall have the following duties and rights, subject to additional authority as may be provided by the Board of Directors from time to time:

a. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Division of Corporations. Unless otherwise directed by the Architectural Committee, three copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The plans and specifications shall include the following information, as applicable: (a) Building plans showing floor plans and front, side and rear elevations. (b) Exterior finish schedule showing material, style, and color for all surfaces. (c) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements. (d) Landscape plan, to include all removal of trees, underbrush and vegetation. (e) Detailed plan for controlling sedimentation. (f) Drawings of any sign, fence, wall or barrier being submitted for approval. (g) The contractor who will perform and be responsible for all work.

b. The Architectural Committee shall have the right, but shall not be required, to establish certain design criteria, and amend the same, from time to time. Full compliance with such design criteria will not establish any right to approval hereunder. The architectural design of buildings shall be consistent with the architectural theme of the Property as initially established at the time of construction of the first Improvements upon the Property; provided, however, that the Architectural Committee, in its sole discretion, shall have authority to approve or disapprove plans and specifications for all improvements constructed on the Parcels, including location



of the Improvement within a Parcel, as necessary to maintain the value of all Parcels and to protect all Owners against a diminution of value resulting from the construction of a building or other structure incompatible with the existing architectural design. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors including (a) harmony of exterior design with the existing or proposed improvements to the Parcels; (b) general quality in comparison with the existing improvements to the Parcels; (c) location in relation to surrounding improvements; (d) location in relation to topography; (e) changes in topography; (f) aesthetic considerations.

c. A decision regarding approval of building plans for a particular Parcel will be returned to the applicant in writing no later than sixty (60) calendar days after complete plans, in a form acceptable to the Architectural Committee, have been actually received by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove such plans and specifications within the time prescribed, the applicant shall give by certified or registered mail written notice to the Architectural Committee stating that no action was taken and shall request immediate action within ten (10) business days of such notice. If the Architectural Committee fails to approve or disapprove the plans within said ten day period, then approval of said plans shall be deemed to have been given. The applicant shall agree in writing to any changes made to the building plans by mutual agreement of both the Architectural Committee and the applicant. Thereafter, no changes may be made to the plans without the express written approval of the Architectural Committee.

d. The Association may authorize a variance from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require the same. A variance shall be evidenced by a document signed by the chairman of the Board of Directors of the Association. The granting of such a variance shall not operate to waive any of the terms and provisions this Declaration for any purpose except as to the particular Parcel and the particular provisions of this Declaration covered by the variance. In no event shall granting of a variance set a precedent which requires the granting of another such variance.

e. Within ten (10) business days after the completion of construction of any Improvement upon a Parcel, the Owner, or agent for the Owner, shall give written notice to the Architectural Committee that the improvement is complete and ready for inspection. Within twenty (20) days after receipt of such notice, the Architectural Committee shall inspect the improvement and shall notify the Owner in writing as to any defects or deficiencies which are found and shall provide a reasonable period within which to correct such deficiencies. Upon expiration of the cure period, the Architectural Committee shall make such recommendations to the Board of Directors as it deems necessary for enforcing compliance with the approved plans and specifications.

f. In the event any proposed Improvement is constructed without first obtaining the approval of the Architectural Committee, or is not constructed in strict compliance with any approval given or deemed given by the Architectural Committee, or the provisions of this Article are otherwise violated, the Board of Directors, as the authorized representative of the Association, shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any improvements in order to comply with the requirements hereof, or may pursue any other remedy available to it. In connection with this enforcement paragraph, the Association, by and through its agents, including the Architectural Committee members, shall have the right to enter into any Building or Improvement or Parcel and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure to object to any proposed Improvement prior to its completion shall not constitute a waiver of the Association's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Declaration.

g. Any requirement of consent or approval of the Architectural Committee shall not relieve Owner of Owner's duty to perform due diligence and an independent review of its plans and specifications, zoning requirements, building codes or other applicable laws, rules, regulations and restrictions upon the Parcel, the Owner's business or the Owner's proposed Improvements. Nor shall Owner be entitled to rely upon the consent of the Architectural Committee in determining the suitability of a particular agent or contractor or the sufficiency of any term or condition of any agreement, including, but not limited to any construction agreement.

6. Retained Rights of Declarant. Nothing contained in this Declaration shall be interpreted or construed to prevent the Declarant, or contractors or subcontractors of the Declarant from doing or performing on all

or any part of the Property actually owned or controlled by the Declarant or upon the Common Areas, whatever the Declarant determines to be reasonably necessary or advisable in connection with the completion of the development of the Property, including, without limitation, (a) erecting, constructing and maintaining structures as may be reasonably necessary for the conduct of the Declarant's business of completing and establishing the Property as an executive park; (b) marketing of the Property in Parcels; and (c) maintaining such sign or signs as may be reasonably necessary in connection with the sale and marketing of the Parcels.

7. Restrictions on Subdivisions and Right of Declarant to make a Declaration of Condominium. No Parcel shall be divided or subdivided or be subject to a declaration of condominium without the express permission of the Declarant so long as Class B membership exists; and, after termination of Class B membership, the vote of Members equal to 80% of the Units. However, Declarant, so long as Declarant owns one or more Parcels may subject one or more Parcels to a declaration of condominium without approval of the Owners, Members or Association. In the event that any Parcel shall become the subject of a declaration of condominium, each condominium unit owner shall be treated as a "co-owner" of the Parcel which is the subject of the declaration of condominium and shall be an Owner and Member for purpose of rights, duties and liabilities of an Owner or Member set forth in this Declaration, including, but not limited to maintenance responsibilities and assessments as if the Parcel ownership were held as joint tenants by the condominium unit owners; provided, however, that the voting of Units for any Parcel which is the subject of the declaration of condominium, as provided in Article V, shall be done in a block for the entire parcel and as determined by the condominium association formed in accordance with the declaration of condominium.

8. Rules and Regulations. The Board of Directors of the Association may by majority vote thereof, from time to time, implement and thereafter amend, modify or rescind, reasonable rules and regulations as necessary to maintain the nature and character of the executive park and effectuate the intent of this Declaration, including, but not limited to, restrictions regarding time and place of loading and unloading by vendor trucks, employee parking, restrictions on outside advertising and overnight parking, type and placement of exterior lighting and similar rules. The Board of Directors shall give each Owner written notice of any new, amended or revoked rule or regulation twenty (20) business days prior to the effective date of the implementation or revocation thereof. In the event that any rule or regulation shall conflict with this Declaration, the Declaration shall prevail.

## **ARTICLE V - ASSOCIATION MEMBERSHIP AND VOTING**

1. Membership. Every Owner shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from title to each parcel. Membership shall be transferred automatically by conveyance of the title to any Parcel, whereupon the membership of the previous owner shall automatically terminate. When more than one person holds an interest in any Parcel (including any interest as a condominium unit owner), all such persons shall be Members, however, the vote of all Unit for such Parcel shall be in a single block for the Parcel and exercised as the majority record holders of title to each Unit determine, but in no event shall such parcel be entitled to a greater vote than specified in this declaration. When an entity such as a corporation, partnership or limited liability company holds an interest in any Parcel, the entity shall be a Member, however, the vote of the Units for such Parcel shall be exercised by the manager, member or officer designated by organizational documents of the entity or by applicable statute, if none. In the event that any Parcel is the subject of a declaration of condominium, the vote of the Units for the Parcel which is the subject of the condominium declaration shall be exercised, in a single voting block, by the duly authorized officer of the condominium association; and, if a functioning association is not in existence, by the majority vote of the owners of the condominium units.

2. Voting Classes. The Association shall have two classes of voting Members: (a) Class A Members shall be all Owners, with the exception of Declarant while the Class B Membership exists. (b) The Class B Member shall be Declarant so long as the Declarant owns at least one Parcel and the Class B member shall be entitled to a number of votes equal to the aggregate number of Class A votes plus one additional vote. At such time as all of the Parcels have been conveyed to Class A Members or such earlier date as Declarant, in its sole discretion, may determine in writing, the Class B membership shall terminate.

3. Governance of the Association. The Association shall be managed and operated in accordance with the Articles, as the same may be amended from time to time and the By-laws, as the same may be amended from time to time.

## **ARTICLE VI – ASSESSMENTS**

1. General Terms. For each Parcel within the Property, Declarant covenants, and Owner, by acceptance of a deed or other conveyance, whether expressed in such deed or conveyance, covenants and agrees to pay all assessments (Annual Assessment, Special Assessment; and, as applicable, each Parcel Assessment and Fine Assessment, each as defined in this Article VI) levied by the Association for the purchase of water for use anywhere on the Property, including individual Parcels, from a public utility via a master meter, the improvement, maintenance, and operation of the Common Areas, including, without limitation, the maintenance, operation and repair of the Conservation Area as designated on the Plat, the management and administration of the Association, the installation of signs and landscaping in the Common Areas, the furnishing of services as set forth in this Declaration, the establishment of a reasonable reserve account; and, for such other purposes as specifically set forth in this Declaration. However, property owned by the Association shall be exempt from assessment during the period owned by the Association. Assessments shall commence on the date of recording of a conveyance of a Parcel and shall be pro-rated for the number of days of ownership during the fiscal year of assessment.

2. Annual Assessments. The Board of Directors, by majority vote, once each fiscal year for the Association shall set an Annual Assessment at a level sufficient to meet the Association's obligations, including contingencies and reserves as the Board may from time to time deem reasonable and necessary in its sole discretion ("Budget"). The Board of Directors shall set the date or dates such Annual Assessments shall become due and may provide for collection of Annual Assessments to be payable annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of such Annual Assessment may be accelerated, at the option of the Board of Directors, and be declared due and payable in full. The Annual Assessments shall be determined for each Parcel by dividing the amount of the Budget by the number of Parcels; provided, however, that so long as the Declarant is in control of the Association; and, provides management and financial assistance to the Association, Assessments against Declarant owned Parcels may be waived by the Association. In the absence of notice of a change in the Annual Assessment from the prior year, each Owner shall continue to pay the Annual Assessments at the then existing rate established for the previous period, in the manner such payment was previously due, until notified otherwise. In the event the Common Areas is taxed separately from the Parcels, the Association shall include such taxes as part of the Annual Assessment.

3. Special Assessments. Association may levy, at any time, by majority vote of the Board of Directors, Special Assessments for the purpose of: (a) paying the cost of any construction, reconstruction, repair or replacement of an Improvement upon the Common Areas, including fixtures and personal property, or maintenance, repair or restoration of the SMS or the Conservation Area; (b) defraying the cost of any extraordinary or emergency matters that affect the Common Areas or Members of the Association, including, any unexpected expenditures not provided for by the annual budget or unanticipated increases in the amounts budgeted; (c) defraying the cost of any action to enforce the provisions of this Declaration or to act in the stead of the Owner to bring an Owner's Parcel into compliance, including, but not limited to, maintenance, repair or restoration cost provided in Article II, Section 5 to the extent not collected from the subject Parcel Owner; (d) cost to comply with any newly implemented law, statute, rule, regulation or ordinance affecting the Common Areas or the Association; and, (e) establishment of a working capital fund equal to no more than six (6) months' of the then current annual budget as determined pursuant to paragraph 2 above, in the first fiscal year in which Developer shall sell a Parcel to a third party; or, at any time if the Association shall have insufficient funds to pay its expenses. Any Special Assessment shall be due and payable at the time and in the manner specified by the Board of Directors, provided that such due date shall not be less than twenty (20) business days from the date a written notice of the Special Assessment is sent to the Owners.

4. Parcel Assessments. The Association may, from time to time, levy a Parcel Assessment against a particular Parcel and the Owner(s) thereof: (a) by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any repair, maintenance or restoration as provided herein; for the construction, reconstruction, repair, or replacement of an Improvement upon or serving the specific Parcel; (b) any additional special services to such Parcel including, but not limited to electric, fiber optic cable, cable or other

utilities and services; and, (c) to reimburse the Association for any costs it incurs as a result of the Owner's failure to comply with this Declaration or as a result of any damage to the Common Areas by one or more of the Owners of the Parcel.

5. Fine Assessments. The Board of Directors, by majority vote, from time to time, may establish fines to be assessed in the event that any Owner fails to comply with the covenants and restrictions of this Declaration, including any rule or regulation promulgated in accordance with this Declaration. Fines may not exceed a daily amount equal to 10% of the then current Annual Assessment for any one violation. The Association shall notify the Owner(s) and occupant other than Owner (if known) of the infraction(s), the amount of the proposed fine and provide no less than fourteen (14) business days to cure the violation before assessment of the fine ("Fine Assessment"). Fines shall be paid within thirty (30) calendar days of the date of assessment. An Owner may appeal a fine at the scheduled Board of Directors meeting following notice of the imposition of the fine and the Board of Directors shall give the Owner(s) or occupant(s) the opportunity to present reasons why penalties should not be imposed for the alleged infraction(s). A written decision of the board of Directors shall be provided to the Owner(s) or occupant(s) within twenty one (21) days after the date of the meeting. All monies received from fines shall be allocated as directed by the Board of Directors and may be comingled with general funds. The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled. Fine shall become Fine Assessment and chargeable as a lien against the Owner's Parcel and a personal liability of each Owner of the Parcel, jointly and severally.

6. Interest. In the event that any Owner shall fail to pay any Annual Assessment, Special Assessment, Parcel Assessment or Fine Assessment after thirty (30) calendar days notice, the Association shall be entitled to interest thereon at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law, which shall accrue from the initial due date through the date of actual payment.

7. Lien. Each Annual Assessment, Special Assessment and, as applicable, Parcel Assessment and Fine Assessment, together with interest as provided herein and the Costs for collection, are a charge and continuing lien upon the Parcel against which each assessment is made. The lien provided for in this Article shall be perfected by the filing of a claim of lien in the public records of Hillsborough County, in favor of the Association, the priority of which shall be as of the date the claim of lien is recorded in the Public Records of Hillsborough County, unless otherwise provided by statute. The lien may be enforced and foreclosed in a like manner as a mortgage lien on real property. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal and joint and several obligation of each person who was an Owner of the Parcel at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

8. Remedies for Non-Payment. The Association may bring an action at law against the Owner or Owners personally obligated to pay any assessment, or may foreclose the lien against the Parcel upon which the assessment is made in the manner provided herein or by law. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Associations authority herein may be exercised by a majority vote of the Board of Directors.

9. Suspension of Voting Rights. The voting rights of any Owner shall be suspended for any period during which any Assessment against such Owner's Parcel remains unpaid.

10. Subordination to First Mortgages. The lien of any assessment shall be inferior and subordinate to the lien of any Mortgage, including any Mortgage granted by the Declarant. The sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a Mortgagee in satisfaction of a Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

11. Accountings. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to any of the assessments against the Owners may be comingled in a single fund. The Treasurer of the Association, or the management company authorized by the Board of Directors, upon demand of any Owner

liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge for the services involved in preparing such certificate may be assessed by the Association or management company, as applicable.

#### **ARTICLE VII – GENERAL PROVISIONS**

1. **Binding Affect and Duration.** This Declaration, as amended and supplemented from time to time, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Declarant, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of twenty (20) years from the date of this Declaration is recorded in the public records of Hillsborough County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each, unless an instrument or instruments signed by Owners voting ninety percent (90%) of the Units is recorded in the public records of Hillsborough County, agreeing to modify or terminate said provisions as of a specified date. As necessary, the Board of Directors shall be permitted to record certificates of renewal which may be signed by the chairman of the Board of Directors or such other person authorized by any statute.

2. **Eminent Domain.** In the event all or part of the Common Areas owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property

3. **Notices.** Any notice required to be sent to the Owner of any Parcel under the provisions of this Declaration shall be deemed to have been sent when hand delivered, upon depositing in the U.S. mail, certified, priority or express mail, or upon depositing with a nationally recognized overnight courier and directed to the Parcel and to the last known address of each person who appears as an Owner of such Parcel on the records of the Association at the time of such mailing, if different.

4. **General Rights upon Violation and Non-Waiver.** If any person or entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, the Declarant, the Association, or any Owner shall be entitled to all specific rights set forth in this Declaration, to seek enforcement of the covenants and restrictions in an action for damages or any other remedy at law or in equity; or, to pursue an action for the purpose of preventing or enjoining all or any such violations or attempted violations. All remedies shall be cumulative and non-exclusive. The failure of Declarant, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, reservation or right herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

5. **Severability.** In the event any provision of this Declaration shall be deemed invalid, such provision shall be served herefrom and the remaining parts of this Declaration shall not be affected and shall remain in full force and effect.

6. **Amendment and Additional Property.** This Declaration may be amended at any time by an instrument signed by the Declarant. After the Class B Membership has terminated, the Declaration may be amended at any time by an instrument signed by the President or Vice President and the Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by the written consent of Members voting more than eighty per cent (80%) of the Units. Such amendment shall become effective upon its filing in the public records of Hillsborough County or such latter date as provided in the filing. Amendments to the Articles and Bylaws shall be made in accordance with the requirements of the Articles and Bylaws and need not be recorded in the public records of Hillsborough County. Additional Property may be added to the terms of this Declaration and subjected thereto or a portion of the Property removed therefrom in the same manner as any amendment to this Declaration pursuant to this paragraph. Provided, however, that in no event shall the Declaration be amended to remove or alter Article III, Section 6 without prior notice to the Hillsborough County Health Department.

7. Declarant's Right to Assign. Declarant may assign all or only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed to be the Declarant but may exercise such rights of Declarant specifically assigned to it. In the event that any person or entity obtains title to all of the Property owned by Declarant as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Declarant by written election recorded in the public records of Hillsborough County. Regardless of the exercise of such election, such person or entity may appoint the Declarant or assign any rights of Declarant to any other party which acquires title to all or any portion of the Property by written appointment recorded in the public records of Hillsborough County. In any event, no subsequent Declarant shall be liable for any actions or defaults of, or obligations incurred by, any prior Declarant, except as the same may be expressly assumed by the subsequent Declarant.

8. Costs. The prevailing party in any dispute arising out of the subject matter of this Declaration, including interpretation thereof, or its subsequent performance shall be entitled to reimbursement of the Costs of enforcement.

9. Choice of Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON AREAS, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE PARCELS (WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

**IN WITNESS WHEREOF**, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**JAMES ANTUNANO MANAGEMENT  
CORPORATION**, a Florida corporation

*Monica Simonds*  
Print Name: Monica Simonds

By: *James Antunano*  
James Antunano, its President

*Deborah Rose Tracy*  
Print Name: Deborah Rose Tracy

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of Oct, 2011 by James Antunano, as President of James Antunano Management Corporation, a Florida corporation on behalf of the corporation, and who has provided Personally known as identification.

**NOTARY PUBLIC-STATE OF FLORIDA**  
**Deborah Rose Tracy**  
Commission # **EE118703**  
Expires: **AUG. 13, 2015**  
**BONDED THRU ATLANTIC BONDING CO., INC.**

*Deborah Rose Tracy*  
Notary Public, State of Florida

**JOINDER OF ASSOCIATION**

Executive Park of Valrico Owners' Association, Inc., a Florida non-profit corporation, hereby joins in and consents to the foregoing Declaration and hereby agrees to the provisions of the Declaration and assumes all of the rights, duties and obligations imposed upon it therein.

**IN WITNESS WHEREOF**, the undersigned has caused this joinder to be executed in its name, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**EXECUTIVE PARK OF VALRICO  
OWNERS' ASSOCIATION, INC.,**  
a Florida non-profit corporation


*Monica Simonds*  
Print Name: Monica Simonds

By: *James Antunano*  
James Antunano, its President

*Deborah Rose Tracy*  
Print Name: Deborah Rose Tracy

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of Oct, 2011 by James Antunano, as President of Executive Park of Valrico Owners' Association, Inc., a Florida non-profit corporation on behalf of the corporation, and who is personally known to me or has provided Personally Known as identification.

NOTARY PUBLIC-STATE OF FLORIDA  
 Deborah Rose Tracy  
Commission # EE118703  
Expires: AUG. 13, 2015  
BONDED THRU ATLANTIC BONDING CO., INC.

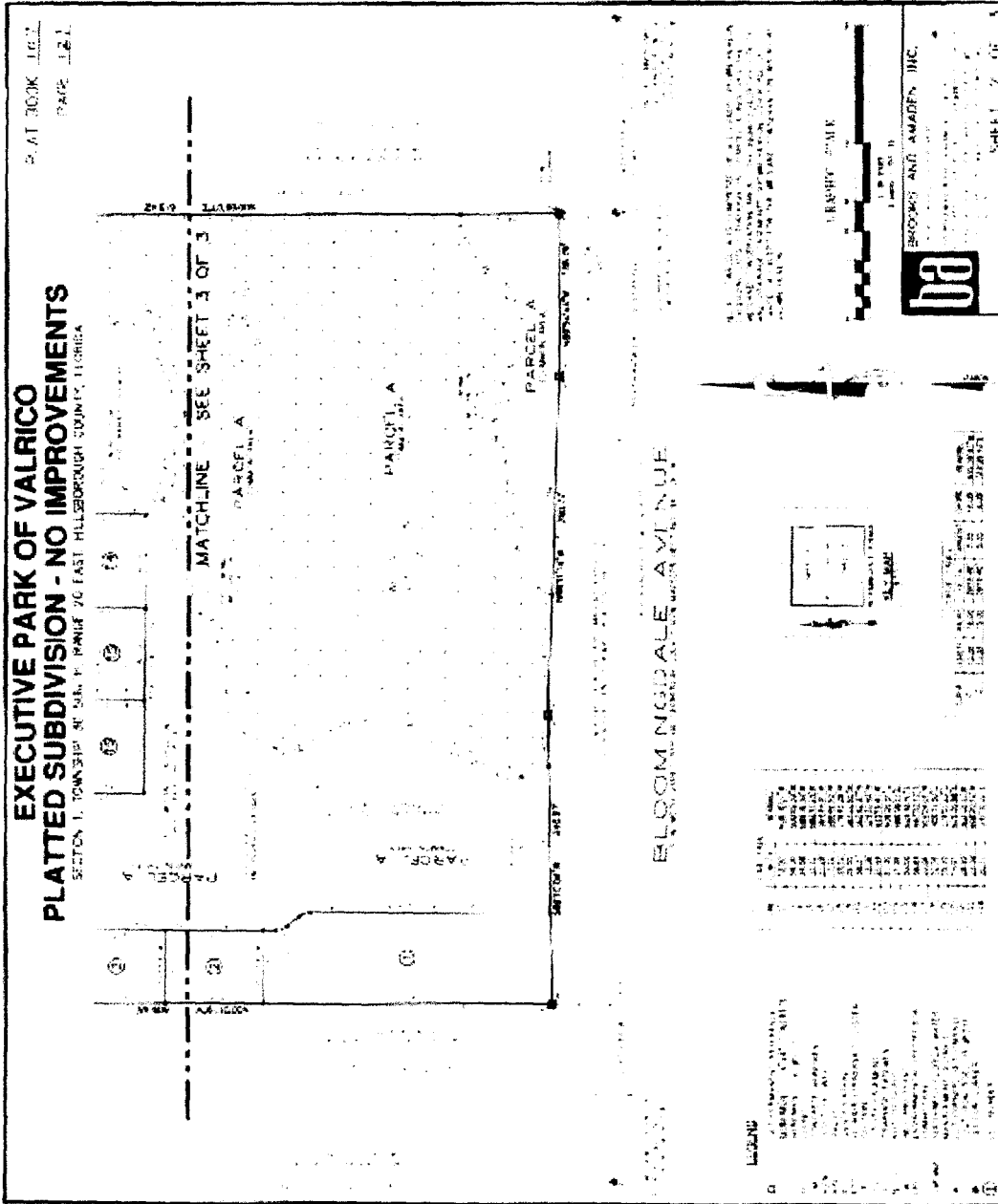
*Deborah Rose Tracy*  
Notary Public, State of Florida

EXHIBIT "A"  
LEGAL DESCRIPTION

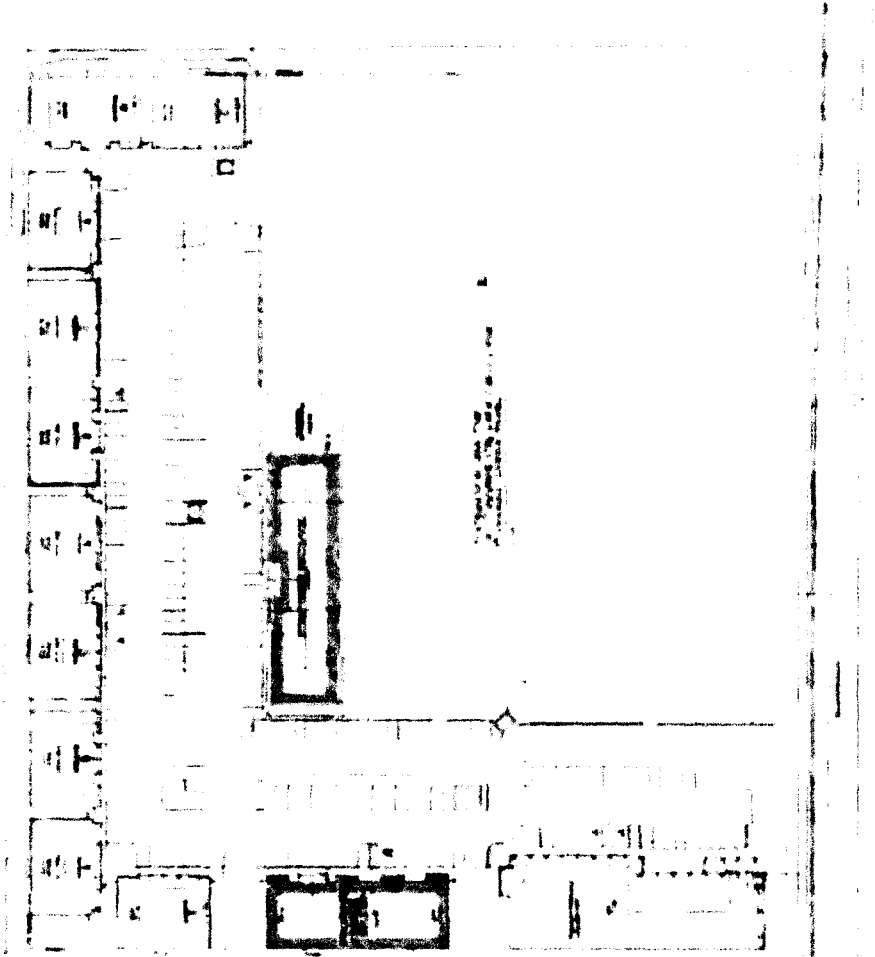
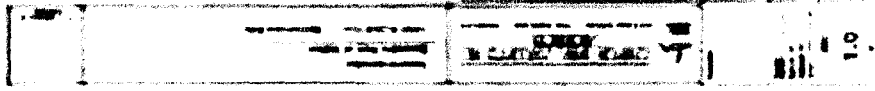
**Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and Tract A, Executive Park of Valrico, according to the map or plat thereof, as recorded in Plat Book 107, Pages 126 through 128, of the public records of Hillsborough County, Florida.**











**EXHIBIT "C"**  
**ARTICLES OF INCORPORATION OF ASSOCIATION**

UAP-08-06 '6:16 From:

T-222 FILED Jct-222  
(((H06000062630 3)))  
06 MAR -8 PM 12:11  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION  
OF  
EXECUTIVE PARK OF VALRICO OWNERS' ASSOCIATION, INC.**

The undersigned Incorporator hereby files these Articles of Incorporation for the purpose of forming a not for profit corporation under the provisions of Chapter 617, Florida Statutes.

**ARTICLE I**

**NAME**

The name of this Corporation shall be **EXECUTIVE PARK OF VALRICO OWNERS' ASSOCIATION, INC.** (the "Association").

**ARTICLE II**

**PRINCIPAL OFFICE**

The principal office of the Association is located at 1102 East Bloomingdale Avenue, Valrico, Florida 33594.

**ARTICLE III**

**INITIAL REGISTERED OFFICE AND AGENT**

The initial registered office of this Association shall be located at 401 East Jackson Street, Suite 1700, Tampa, Florida 33602 and the initial registered agent of the Association shall be American Information Services, Inc. The Association may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles of Incorporation.

**ARTICLE IV**

**PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to its members (the "Members"). The specific purposes for which the Association is formed are to provide for maintenance, preservation and architectural control of the property submitted in its jurisdiction pursuant to the Declaration (the "Property") and for all other community related purposes benefiting the Members.

(((H06000062630 3)))

Wk-03-06 10:18 PM:

1-025 P 03/07 156-82F

((H06000062630 3))

The Association is being formed to promote the health, safety and welfare of the existing and future owners of parcels within the Property and for the purposes to:

1. Exercise all of the powers, enforcement rights and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Executive Park of Valrico (the "Declaration") applicable to the Property, previously or hereafter recorded in the public records of Hillsborough County, Florida, as the same may be amended from time to time;
2. Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes and governmental charges levied or imposed against property of the Association;
3. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
4. Borrow money, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
5. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property; and
6. Have and to exercise any and all powers, rights and privileges which a corporation organized under the laws of the State of Florida by law may now or hereafter have or exercise.

**ARTICLE V**

**MEMBERSHIP**

James Antonino Management Corporation (the "Declarant") and every person or entity who is a record owner of an interest in any Lot or portion of the Property which is subject to the Declaration and assessment by the Association, including contract sellers, shall be a Member. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or portion of the Property.

((H06000062630 3))

**ARTICLE VI**

**VOTING RIGHTS**

The Association shall have two classes of voting membership, Class A and Class B, each of which shall have voting rights, as described in and in accordance with the By-Laws; provided, that the Class B membership shall cease and become converted to Class A membership on the occurrence of the Turnover, as described in and pursuant to the By-Laws.

**ARTICLE VII**

**BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of one director, initially, and after Turnover (as defined in the Declaration), increased to three directors, which shall be selected in accordance with the By-Laws. The number of directors may be either increased or diminished from time to time as provided in the By-Laws. The name and street address of the initial director of this Association is:

| <b>Name</b>    | <b>Address</b>  |
|----------------|---|
| James Antunano | 1102 East Bloomingdale Avenue<br>Valrico, Florida 33594 |

**ARTICLE XIV**

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROVISIONS**

The Association has the power to operate and maintain the surface water management system facilities within Executive Park of Valrico, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

The Association shall exist in perpetuity; however, if the Association is dissolved, the control or right of access to the property containing the surface water management system facilities for Executive Park of Valrico shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

WAP-08-01 18:11 From:

T-03E 7/05/07 159-009

((H06000062630 3))

All of this is in accordance with Florida Administrative Code Section 40D-4.301(3) and Basis of Review, Subsection 2.6.2.2.2.

**ARTICLE IX**

**DISSOLUTION**

The Association shall exist in perpetuity, unless otherwise dissolved in accordance with the provisions hereof. The Association may be dissolved with the written assent signed by not less than ninety percent (90%) of all Members, or as otherwise provided by law. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If acceptance of such dedication is refused, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE X**

**EFFECTIVE DATE AND DURATION OF CORPORATE EXISTENCE**

This Association shall have an effective date as of its date of filing with the Secretary of State of Florida, and shall have perpetual existence unless sooner dissolved according to law.

**ARTICLE XI**

**AMENDMENT**

Amendments to these Articles shall require the assent of a majority of the directors.

**ARTICLE XII**

**INCORPORATOR**

The name and street address of the person signing these Articles as incorporator are:

Kevin DiTanna, Esq.  
401 E. Jackson Street, Suite 1700  
Tampa, Florida 33602

((T06000062630 3))



MAR-08-08 10:14 From:

T-035 P 08/07 Job-936

((1106000062630 3)))

**ARTICLE XII**

**BY-LAWS**

The power to adopt, alter, amend or repeal By-Laws shall be vested in the Board.

**ARTICLE XIV**

**INDEMNIFICATION**

In addition to any rights and duties under applicable law, this Association shall indemnify and hold harmless all its directors, officers, employees and agents, and former directors, officers, employees and agents from and against all liabilities and obligations, including attorneys fees, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees and agents in their capacity as such except for willful misconduct or gross negligence.

Dated: March 8, 2006

  
Kevin DiTanna, Incorporator

((1106000062630 3)))

049-16-05 16-20 Page:

7-03P (110600062630 3))  
08 MAR -8 PM 12:11

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**CERTIFICATE DESIGNATING PLACE OF BUSINESS  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA  
AND REGISTERED AGENT  
UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

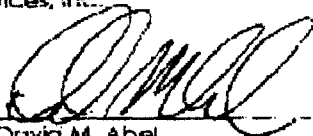
**EXECUTIVE PARK OF VALRICO OWNERS' ASSOCIATION, INC.**, under the laws of the State of Florida with its registered office at 401 E. Jackson Street, Suite 1700, Tampa, Florida 33602, has named and designated American Information Services, Inc. as its Registered Agent to accept service of process within the State of Florida.

**ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT**

**HAVING BEEN NAMED** to accept service of process for the above-named corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties as Registered Agent.

Dated: March 8, 2006

American Information Services, Inc.

By:   
Drivia M. Abel,  
it's Asst. Secretary

((110600062630 3))

**EXHIBIT "D"**  
**BY-LAWS OF ASSOCIATION**

**BY-LAWS**

**OF**

**EXECUTIVE PARK OF VALRICO OWNERS' ASSOCIATION, INC.**

**ARTICLE I**

**NAME, PRINCIPAL OFFICE, DEFINITIONS**

**Section 1.1**                    **Name.** The name of the Association shall be **EXECUTIVE PARK OF VALRICO OWNERS' ASSOCIATION, INC.** (the "Association").

**Section 1.2**                    **Principal Office.** The principal office of the Association shall be located at 1102 East Bloomingdale Avenue, Valrico, Florida 33594. The Association may have such other offices as the Board of Directors may determine.

**Section 1.3**                    **Definitions.** The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized items shall have the same meaning as set forth in the Articles of Incorporation of the Association (the "Articles") and the Declaration of Easements, Covenants, Conditions and Restrictions of Executive Park of Valrico filed in the public records of Hillsborough County, Florida, as the same may be amended from time to time hereafter (the "Declaration"), unless the context indicates otherwise.

**ARTICLE II**

**MEMBERSHIP AND MEETINGS**

**Section 2.1**                    **Membership.** The Association shall have two classes of membership, as set forth in the Articles, the terms of which (pertaining to membership) are incorporated by this reference.

**Section 2.2**                    **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other place as may be designated by the Board.

**Section 2.3.**                    **Annual Meetings.** The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Meetings shall be of the Members.

**Section 2.4**                    Subsequent regular annual meetings shall be set by the Board so as to occur on a date and at a time set by the Board.

**Section 2.5**                    **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by the Members representing at least 35% of the total votes of the Association. Signatures on any such petition may be filed by facsimile transmission or other electronic means provided the signature clearly acknowledges the substantive content or purpose of the petition.

**Section 2.6**                    **Notice of Meetings.** Unless there is a specific provision in the Declaration to the contrary, written or printed notice stating the place, date and hour of any meeting shall be delivered, either personally or by mail, to each Member then entitled to vote at such meeting, not less than 10 nor more than 60 days before the date of such meeting by or at the direction of the President, Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special

meeting except as stated in the notice.

If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address appearing on the records of the Association, with postage prepaid.

**Section 2.7 Waiver of Notice.** Waiver of notice of a meeting shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless an objection is raised on the basis of lack of proper notice before the business is put to a vote.

**Section 2.8 Adjournment of Meetings.** If any meeting cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum, provided any action taken is approved by at least a majority of the votes required to constitute a quorum.

**Section 2.9 Voting.** The voting rights of the Members shall be allocated and exercised as set forth in the following provisions.

A. Two Classes. Membership shall be divided into Class A and Class B Members and the membership in each such class, and the voting rights applicable thereto, shall be as follows:

(i) Class A. Class A Members shall be all owners of Parcels, with the exception of the Declarant (prior to Turnover). Class A Members shall be allocated one vote for each 1,000 square feet or part thereof, of buildable square footage (which excludes wetlands, and conservation areas) included in a Parcel owned by the Class A Member.

(ii) Class B. The Class B Member shall be the Declarant, or its specifically designated (in writing) successor. The rights of the Class B Member, including the right to approve actions taken under this Declaration and by the By-Laws, are specified elsewhere herein and in the Declaration. The Class B Member shall be allocated a number of votes equal to three times the total number of the aggregate of Class A votes at any given time; provided, however, that Class B membership shall cease and become converted to Class A upon Turnover as set forth in this Declaration. The Declarant need not own any Parcel subject to this Declaration to be entitled to its rights as Declarant or its rights to Class B Membership, provided that the Declarant has real property it contemplates subjecting to this Declaration.

B. Multiple Owners of Single Parcel. When any Parcel is owned of record in the name of two or more parties or Persons, such owner shall select one official representative to represent such Parcel and exercise all rights of membership in the Association, and shall notify in writing the Secretary of the Association of the name of such official representative. The vote of each official representative shall be considered to represent the will of all the owners of that Parcel. If the owners fail to designate an official representative, then the Association may accept the person asserting the right to vote as the voting owner until notified to the contrary by the other owner(s). Upon such notification the owner may not vote until the owner(s) appoint their official representative.

C. Suspension of Rights. The voting rights of any Member may be suspended for failure to pay Assessments.

D. Limited Common Property. Voting of Members as to matters pertaining to Limited

Common Property shall be decided by a vote of only those Members identified by Declarant as being authorized and entitled to utilize and realize the benefits of the Limited Common Property.

E. **Change of Membership.** Change of membership in the Association shall be established by Recording a conveyance instrument conveying record fee simple title to such Parcel, and by the delivery to the Association of a copy of such recorded instrument. The owner designated by such instrument shall, by acceptance of such instrument, become a Member and the membership of the prior owner with respect to such conveyed Parcel shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said owner shall become a Member, but shall not be entitled to voting privileges until delivery of a copy of the conveyance instrument to the Association. The foregoing shall not, however, limit the Association's powers or privileges and the new owner shall be liable for accrued and unpaid Assessments attributable to the Parcel acquired.

F. **Assignment.** A Member's membership interest in the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Member's Parcel. Membership in the Association by all Members shall be compulsory and shall continue as to each Member until such time as such owner conveys all of its interest in the Parcel upon which its membership is based or until said interest is transferred by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Parcel upon which such membership is based.

**Section 2.10** **Proxies.** On any matter as to which a Member is entitled to personally cast the vote, such vote may be cast in person or by proxy, subject to the limitations of Florida law relating to use of general proxies and subject to any specific provision to the contrary in the Articles or these By-Laws. No proxy shall be valid unless signed by the Member, dated and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and lawful adjournments of such meeting. In no event shall a proxy be valid more than ninety (90) days after the date of the original meeting for which it was given. Every proxy shall be revocable and shall automatically cease upon termination of membership or conveyance of the Parcel for which it was given.

**Section 2.11** **Majority.** As used in these By-Laws, the term "majority" shall mean those votes of Members, totaling more than fifty percent (50%).

**Section 2.12** **Quorum.** The presence of thirty percent (30%) of the total Members shall constitute a quorum at all meetings of the Association, in person or by proxy.

**Section 2.13** **Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolution adopted at the meeting, as well as a record of all transactions occurring at the meeting.

**Section 2.14** **Action Without a Meeting.** Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by a majority of the Members. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of Florida. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of a Member at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice (delivered by hand or regular U.S. mail) to all Members who did not give their written consent, fairly summarizing the material features of the authorized action.

### **ARTICLE III** **BOARD OF DIRECTORS**

**Section A.** **Composition and Selection.**

**Section 3.1** **Governing Body Composition.** The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. The Board shall have the authority to delegate

any of its duties to agents, employees or others; provided, however, in the event of such delegation, the Board shall remain responsible for any action undertaken by such delegate. After Turnover, the directors shall be Members; the initial directors named in the Articles (the "Initial Directors") shall be exempt from this requirement; and the Declarant shall be exempt from this requirement. In the case of a Member who is not a natural person, any person appointed by or an officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member.

**Section 3.2**                    **Number of Directors.** The number of directors in the Association shall be not less than three (3) nor more than five (5). The initial Board shall consist of three (3) directors as identified in the Articles. The Board shall have authority, from time to time to increase or decrease the number of directors, but in no event and under no circumstances shall the Board contain an even number of directors.

**Section B.**                    **Nomination and Election Procedures.**

**Section 3.3**                    **Nomination and Declaration of Candidacy.** Prior to each election of directors, the Board shall prescribe the candidacy opening day and the candidacy closing date of a reasonable filing period in which each eligible person who has a bona fide interest in serving as a director may file as a candidate. The Board shall also establish such other rules and regulations it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner.

Nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three (3) or more Members or representatives of Members. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each election to serve until their successors are appointed, and such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Nothing contained in this Section shall be construed as limiting the right of a Member to nominate himself as a candidate for the Board at a meeting where the election is to be held.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

**Section 3.4**                    **Election Procedures.** All elections shall be held by mail unless an alternate procedure is adopted by the Board. The Secretary shall cause notice of the elections to be mailed or delivered to each Member at least ten (10) days prior to the election closing date established by the Board for filing of ballots. Such notice shall be accompanied by a written ballot listing all candidates for each vacancy who have qualified in accordance with the procedures described in subsection (a) above, and all candidates for each vacancy nominated by the Nominating Committee, if any. The notice shall specify the name and address to which the ballots should be returned and the date by which they must be received in order to be counted, which date shall be the "election date."

Each Member may cast the vote for each position to be filled from the slate of candidates on which such member is entitled to vote. There shall be no cumulative voting.

On the election date, the Board shall open and count the ballots. The number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

**Section 3.5**                    **Election and Term of Office.** Notwithstanding any other provision of these By-Laws:

(a) The term of the Initial Directors shall expire when the Developer turns over control of the Association to Members other than the Developer. All other directors shall serve for a term of two (2) years.

(b) If for any reason a director is no longer a Member, as defined in the Articles, said director shall immediately resign and a successor director shall be elected in accordance with Section 3.6 of these Bylaws.

**Section 3.6 Removal of Directors and Vacancies.** Any director may be removed, with or without cause, by the vote of a majority of the Members, except for directors appointed by the Declarant who shall serve at the sole pleasure of the Declarant. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. A separate vote shall be held for each director whose removal is sought. Upon removal of a director, a successor shall be appointed by the Board to fill the vacancy for the remainder of the term.

Any director who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy for the remainder of the term, unless the vacancy is by a director appointed by the Declarant in which case the Declarant shall fill the vacancy. The Board shall make reasonable efforts to appoint successors that will balance representation throughout the Association.

## **SECTION C MEETINGS.**

**Section 3.7 Organization Meetings.** The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place the Board shall fix.

**Section 3.8 Regular Meetings.** Regular meetings of the Board may be held at such time and place as a majority of the directors shall determine.

**Section 3.9 Special Meetings.** Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) directors.

### **Section 3.10 Notices, Waiver Of Notice.**

(a) Notices of meetings of the Board shall specify the time and place of the meeting and in the case of a special meeting, the nature of any special business to be considered. Notice of all regular and special meetings shall be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not so posted, notice of each Board Meeting shall be mailed or delivered to each Member at least seven days before the meeting, except in an emergency. If the Association has more than one hundred Members, as an alternative to posting or mailing of notice of Board Meetings to Members as provided herein, notice may be provided by providing each Member with an annual schedule of regular Board Meetings at the beginning of the year.

(b) Notice of meetings of the Board shall be given to each director by (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director, or (iv) telephone facsimile, computer, fiber optics or other electronic communication device, with confirmation of transmission.

All such notices shall be given at the director's telephone number, fax number, electronic mail number, or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four business days before the time set for the meeting. Notices given by personal delivery, telephone or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present; and (ii) either

before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

An assessment may not be levied at a Board Meeting unless notice of the meeting includes a statement that assessments will be considered and the nature of the assessment to be considered.

**Section 3.11 Telephonic Participation in Meetings.** Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

**Section 3.12 Quorum of Board of Directors.** At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 3.13 Compensation.** No director shall receive any compensation from the Association for acting as such. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director, and any contract in existence prior to the date of the first meeting of the Board.

**Section 3.14 Conduct of Meetings.** The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

**Section 3.15 Open Meetings.** Subject to the provisions of [Section 3.16](#), all meetings of the Board shall be open to all Members and, if required by law, all owners of the Property identified in the Articles. Attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors to discuss matters of a sensitive nature.

**Section 3.16 Powers and Duties.**

(a) Powers: The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in these By-Laws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these By-Laws, or Florida law do not direct be done and exercised exclusively by the Members or the membership generally.

(b) Duties and Rights: The duties and rights of the Board shall include, without limitation:

(i) preparation and adoption of annual budgets and establishing an annual membership fee for Members of the Association;



- (ii) assessing and collecting assessments from the Members;
- (iii) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided any reserve fund may be deposited in the directors' best business judgment in depositories other than banks.
- (iv) making and amending rules and regulations;
- (v) opening of bank accounts on behalf of the Association and designating the signatories required;
- (vi) enforcing by legal means the provisions of the Declaration, these By-Laws and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against property owners subject to the Declaration; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines the Association's position is not strong enough to justify taking enforcement action;
- (vii) obtaining and carrying insurance, and providing for payment of all premiums, and filing and adjusting claims, as appropriate;
- (viii) paying the cost of all services rendered to the Association or its Members;
- (ix) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (x) making available to any Member current copies of the Declarations, the Articles, the By-Laws, rules and all other books, records, and financial statements of the Association;
- (xi) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association, to the extent such indemnity is required by Florida law, the Articles or these By-Laws; and
- (xii) suspending, for a reasonable period of time, the rights of any Member or the guest, invitee, and tenant of any Member, to use any common areas, park areas, open spaces, or other areas controlled by the Association, and levying reasonable fines against any Member or the guest, invitee, and tenant of any Member, not to exceed an amount permitted by law and as prescribed by applicable law, for violation of the Articles of Incorporation, By-Laws or rules and regulations of the Association and for violation of any of the terms and conditions of the Declaration and any other governance documents of the Association.

**Section 3.17 Accounts and Reports.** An annual report shall be made available to all Members within 120 days after the close of each calendar year. The report shall show the income and expenses for the prior year, and include a copy of the adopted budget for the year in progress.

**Section 3.18 Right to Contract.** The Association shall have the right to contract for the performance of various duties and functions, including, without limitation, management, bookkeeping and legal services.

**Section 3.19 Enforcement.** Violation of the Declaration by any property owner subject thereto shall be grounds for the Association to take enforcement action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorneys' fees for appellate review. The Association may also suspend the voting rights of a Member, but only when said Member fails to pay Association membership fees or assessments, or other charges when due. The Board shall develop a procedure for addressing violations of the Declarations, and for notifying the property owner in violation.

**ARTICLE IV**  
**OFFICERS**

**Section 4.1**                   **Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer who are appointed by the Board. Officers may, but need not, be members of the Board. The Board may appoint such other officers including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary. All officers must be Members of the Association except while the Association is controlled by the Declarant, the officers need not be Members.

**Section 4.2**                   **Election and Term of Office.** The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Members. The initial officers shall be elected at the Board's organizational meeting. Officers shall serve until a successor is elected, or until the officer ceases to be a Member of the Association.

**Section 4.3**                   **Removal and Vacancies.** The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

**Section 4.4**                   **Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

**Section 4.5**                   **Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 4.6**                   **Compensation.** Compensation of officers shall be subject to the same limitations as compensation of directors.

**ARTICLE V**  
**MISCELLANEOUS**

**Section 5.1**                   **Committees.** The Board may appoint such committees as it deems appropriate to perform such tasks and functions as the Board decides. Committee members serve at the Board's discretion. Any committee member, including committee chair, may be removed by the vote of a majority of the Board. Each committee shall operate in accordance with the terms of the resolution establishing such committee.

**Section 5.2**                   **Fiscal Year.** The fiscal year of the Association shall be September 30.

**Section 5.3**                   **Parliamentary Rules.** Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles, the Declaration, or these By-Laws.

**Section 5.4**                   **Conflicts.** If there are conflicts between the provisions of Florida law, the Articles, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles and the By-Laws (in that order) shall prevail.

**Section 5.5**                   **Notices.** Unless otherwise provided in these By-Laws, all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been

duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the Residential Unit(s) of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this section.

**Section 5.7 Amendment.**

(a) **By Director.** These By-Laws may be amended only by the affirmative vote of ninety percent (90%) of the directors

(b) **Validity and Effective Date of Amendments.** Amendments to these By-Laws shall become effective upon adoption unless a later effective date is specified therein. In no event shall a change of conditions or circumstances alone operate to amend any provisions of these By-Laws.

(c) **Obligation to Maintain Status as Excluded from Definition of a Regulated Consecutive Water System.** The By-laws may not be amended to grant authority to any Officer, Director or Member of the Association to amend the Declarations in a way to alter, amend or modify any prohibition against individually billing Members for water usage unless the Hillsborough County Health Department (or any successor thereto if the same shall be dissolved or reorganized) is first notified of the proposed change.

Prepared By and Return To:

Alfred A. Colby, Attorney  
Mechanik Nuccio Hearne & Wester, P.A.  
305 South Boulevard  
Tampa, Florida 33606

Telephone: (813) 276-1920

Folio Numbers: 073176.9002, 073176.9004, 073176.9006,  
073176.9008, 073176.9010, 073176.9012,  
073176.9014, 073176.9016, 073176.9018,  
073176.9020, 073176.9022, 073176.9024,  
073176.9026, 073176.9028, 073176.9030,  
073176.9032 and 073176.9034

### **WARRANTY DEED**

THIS INDENTURE made as of November 27, 2013, between Animal Medical Diagnostic Center, P.A., a Florida professional service corporation, successor by merger to James Antunano Management Corporation, a Florida corporation, of 1002 East Bloomingdale Avenue, Valrico, Florida 33596 ("Grantor"), and GF Financial, LLC, a Florida limited liability company, of 4830 West Kennedy Boulevard, Suite 445, Tampa, Florida 33609 ("Grantee").

Grantor, in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms, unto Grantee and Grantee's successors, heirs and assigns forever, all that certain parcel of land lying and being in Hillsborough County, Florida, more particularly described on **Exhibit A** attached hereto (the "Real Property").

TOGETHER with all the tenements, hereditaments and appurtenances belonging or pertaining to the Real Property.

TO HAVE AND TO HOLD the Real Property in fee simple forever. Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Real Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Real Property; that Grantor hereby fully warrants the title to the Real Property and will defend the same against the lawful claims of all persons whatsoever, subject, however to (a) ad valorem real estate taxes and assessments for 2013 and subsequent years, (b) all applicable zoning restrictions, prohibitions and other requirements imposed by governmental authority, and (c) those matters set forth on **Exhibit B** attached hereto.

This deed is in lieu of foreclosure and is intended to be an absolute conveyance of the title to the above-described Real Property, and not as additional security, in consideration of the release of the personal liability of the grantor from the debt secured by that certain Mortgage in favor of

---

NOTE TO RECORDER: The transfer evidenced by this Warranty Deed is made pursuant to a plan confirmed under 11 U.S.C. § 1129. Accordingly, no Florida documentary stamp tax is payable hereon pursuant to Section 12B-4.014, Florida Administrative Code.

SouthShore Community Bank, as assigned to Grantee, dated as of June 21, 2006 and recorded in O.R. Book 16624, Page 1597, of the Public Records of Hillsborough County, Florida, as modified by a Mortgage Modification Agreement dated as of September 21, 2009, and recorded in O.R. Book 19650, Page 1288, of the Public Records of Hillsborough County, Florida, and by a Mortgage Modification Agreement dated as of June 22, 2010, and recorded in O.R. Book 19961, Page 1590, of the Public Records of Hillsborough, Florida (the "Mortgage"), but it is the intention of the parties that there shall not be a merger of the fee with the lien of the Mortgage.

This deed is given pursuant to the Confirmation Order entered on October 28, 2013, by the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, in the case styled *In re Animal Medical Diagnostic Center, P.A.*, Case Number 8:12-bk-14201-KRM.

[SIGNATURE ON FOLLOWING PAGE]

[Signature Page to Warranty Deed]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first written above.

Signed, sealed and delivered  
in the presence of:

**Animal Medical Diagnostic Center, P.A.**

*[Handwritten Signature]*

Witness sign  
Print Name: Katie Brinson Hunter

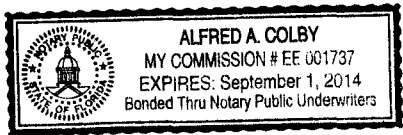
*[Handwritten Signature]*

Witness sign  
Print Name: DOUGLAS F. ARTHUR

By: *[Handwritten Signature]*  
James Antunano, its President

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 2013, by James Antunano, in his capacity as President of Animal Medical Diagnostic Center, P.A., a Florida professional service corporation, successor by merger to James Antunano Management Corporation, a Florida corporation. He  is personally known to me or  produced Fla Drivers License as identification.



*[Handwritten Signature]*  
Signature of Notary Public

Print Name of Notary Public

My commission expires:

**EXHIBIT A**

**(Legal Description of Real Property)**

ALL OF EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION-NO IMPROVEMENTS ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGE 126, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

ALSO DESCRIBED AS:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, AND PARCEL A, EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION-NO IMPROVEMENTS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 107, PAGES 126 THROUGH 128, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

**EXHIBIT B**

**(Permitted Exceptions)**

1. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
2. Terms and conditions contained in instrument, and all exhibits attached thereto, recorded October 27, 2011 in OR Book 20778, Page 50.
3. Easement and Construction Agreement recorded in OR Book 15067, Page 1062, Public Records of Hillsborough County, Florida.
4. Easement in favor of Tampa Electric Company recorded in OR Book 16221, Page 320, Public Records of Hillsborough County, Florida.
5. Approval and Mitigation Agreement recorded in OR. Book 9309, Page 853, Public Records of Hillsborough County, Florida.
6. All matters contained on the Plat of Executive Park of Valrico Platted Subdivision-No Improvements, as recorded in Plat Book 107, Page(s) 126, 127 and 128, Public Records of Hillsborough County, FL.



Prepared By and Return To:

Alfred A. Colby, Attorney  
Mechanik Nuccio Hearne & Wester, P.A.  
305 South Boulevard  
Tampa, Florida 33606

Telephone: (813) 276-1920

### **ASSIGNMENT AND ASSUMPTION OF DECLARATION**

THIS ASSIGNMENT AND ASSUMPTION OF DECLARATION (this "Assignment") is entered into effective as of November 27, 2013, by and between Animal Medical Diagnostic Center, P.A. a Florida professional service corporation, as successor by merger to James Antunano Management Corporation, a Florida corporation, of 1102 East Bloomingdale Avenue, Valrico, Florida 33596 ("Assignor") and GF Financial, LLC, an Florida limited liability company, of 4830 West Kennedy Boulevard, Suite 445, Tampa, Florida 33609 ("Assignee").

A. Pursuant to that certain Warranty Deed dated as of the date hereof by Assignor, as grantor, in favor of Assignee, as grantee (the "Deed"), Assignee has acquired an interest in certain real property located in Hillsborough County, Florida, as more particularly described in the Deed (the "Property").

B. In connection with the conveyance of the Property, Assignor has agreed to assign to Assignee Assignor's interest in and to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Executive Park of Valrico dated October 26, 2011, and recorded in O.R. Book 20778, Page 50, in the Public Records of Hillsborough County, Florida (the "Declaration").

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants and agreements hereinafter set forth, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, conveys, transfers, assigns, grants and releases to Assignee forever all right, title and interest of Assignor in, to, and under the Declaration.

2. This Assignment is made without representation, warranty or recourse of any kind, express or implied.

3. Assignee hereby assumes the obligations of Assignor in, to, and under the Declaration.

4. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

Signed, sealed and delivered in the presence of:

Animal Medical Diagnostic Center, P.A.

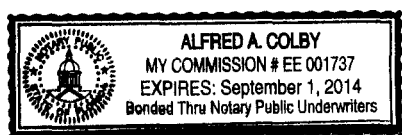
[Signature]  
Witness sign  
Print Name: Katie Brinson Huber

[Signature]  
Witness sign  
Print Name: Douglas F. Antunano

By: [Signature]  
James Antunano, its President

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September, 2013, by James Antunano, in his capacity as President of Animal Medical Diagnostic Center, P.A., a Florida professional service corporation, successor by merger to James Antunano Management Corporation, a Florida corporation. He  is personally known to me or  produced FL Drivers License as identification.



[Signature]  
Signature of Notary Public

Print Name of Notary Public

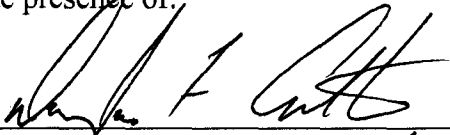
My commission expires:

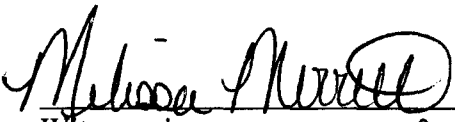
IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date first written above.


Signed, sealed and delivered in the presence of:

**GF Financial, LLC**

By: Gries Management, LLC,  
its Manager

  
\_\_\_\_\_  
Witness sign  
Print Name: Douglas F. Arndt

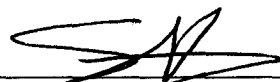
  
\_\_\_\_\_  
Witness sign  
Print Name: Melissa Merritt

  
\_\_\_\_\_  
By: Robert D. Gries, Jr., its Manager

STATE OF FLORIDA                    )  
COUNTY OF HILLSBOROUGH    )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 2013, by Robert D. Gries, Jr., in his capacity as Manager of Gries Management, LLC, a Florida limited liability company, in its capacity as Manager of GF Financial, LLC, a Florida limited liability company. He  is personally known to me or  produced \_\_\_\_\_ as identification.

**SARAH STROMQUIST**  
Notary Public, State of Florida  
My Comm. Expires Oct. 7, 2016  
No. EE 841110

  
\_\_\_\_\_  
Signature of Notary Public  
Sarah Stromquist  
\_\_\_\_\_  
Print Name of Notary Public

My commission expires: Oct. 7, 2016

This instrument was prepared by  
and should be returned to:  
Jonathan P. Jennewein, Esq., of  
Hill Ward Henderson  
P.O. Box 2231  
Tampa, Florida 33601

### **MORTGAGE AND SECURITY AGREEMENT**

THIS MORTGAGE AND SECURITY AGREEMENT (the "**Mortgage**") is made and entered as of March 27, 2014, by GF FINANCIAL, LLC, a Florida limited liability company (the "**Mortgagor**"), whose address is 4830 W. Kennedy Blvd., Suite 445, Tampa, Florida 33609, for the benefit of THE BANK OF TAMPA, a Florida banking corporation (the "**Mortgagee**"), whose address is 601 Bayshore Blvd., Suite 100, Tampa, Florida 33606.

#### **WITNESSETH:**

That for diverse good and valuable considerations and to secure (a) the payment of an indebtedness in the aggregate sum of ONE MILLION TWO HUNDRED THOUSAND AND NO/100THS DOLLARS, or so much thereof as may be advanced, to be paid in accordance with a Promissory Note dated the date hereof (the "**Note**") (which Note has a maturity date of June 27, 2020), together with interest thereon and any and all sums due or which may become due from Mortgagor to Mortgagee under the Note, this Mortgage, that certain Loan Agreement of even date between Mortgagor and Mortgagee (the "**Loan Agreement**") or any of the other loan documents entered into by Mortgagor with regard to the loan evidenced by the Note (collectively, the "**Loan Documents**"), (b) the performance of all terms, conditions and covenants set forth in this Mortgage and the other Loan Documents, (c) the repayment of all sums due or that may become due under or in connection with any present or future SWAP Agreements (as defined in 11 U.S.C. §101) between Mortgagor and Mortgagee, (d) the repayment of all reimbursement obligations due or that may become due under or in connection with any present or future letters of credit issued by Mortgagee for the account of Mortgagor, and (e) all other obligations or indebtedness of Mortgagor to Mortgagee of any kind or character with respect to the loan evidenced by the Note, including without limitation principal, interest, fees, late charges and other expenses, Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee and its successors and assigns, in fee simple, all of that certain tract of land of which Mortgagor is now seized and possessed and in actual possession, situate in the County of Hillsborough, State of Florida, which is more fully described in **Exhibit A** attached hereto and made a part hereof, together with the buildings and improvements thereon erected or to be erected (hereinafter referred to as the "**Premises**");

TOGETHER with:

(i) all leasehold estate, and all right, title and interest of Mortgagor in and to all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

(ii) all right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or any portion thereof or interest therein, and any greater estate in the Premises owned or hereafter acquired;

(iii) all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights;

(iv) any and all buildings, structures and improvements now or hereafter erected thereon, including, but not limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings, structures and improvements (sometimes hereinafter referred to as the “**Improvements**”);

(v) all fixtures, appliances, machinery, equipment, furniture, furnishings and articles of personal property now or hereafter affixed to, placed upon or used in connection with the operation of the Premises, all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures, and appurtenances which are now or may hereafter pertain or be used with, in or on the Premises even though they may be detached or detachable and all building improvement and construction materials, supplies and equipment hereafter delivered to the Premises contemplating installation or use in any construction to be performed thereon and all rights and interests of Mortgagor in building permits and architectural plans and specifications relating to contemplated construction or Improvements on the Premises and all rights and interests of Mortgagor in present or future mortgage loan commitments pertaining to any of the Premises or Improvements thereon, except for the personal property of any tenants occupying the Premises (sometimes hereinafter referred to as the “**Personal Property**”);

(vi) all awards and proceeds of condemnation for the Premises or any part thereof to which Mortgagor is entitled for any taking of all or any part of the Premises by condemnation or exercise of the right of eminent domain. All such awards and condemnation proceeds are hereby assigned to Mortgagee and Mortgagee is hereby authorized, subject to the provisions contained in this Mortgage, to apply such awards and condemnation proceeds or any part thereof, after deducting therefrom any expenses incurred by Mortgagee in the collection or handling thereof, toward the payment, in full or in part, of the Note, notwithstanding the fact that the amount owing thereon may not then be due and payable;

(vii) all rents, issues and profits of the Premises and all the estate, right, title and interest of every nature whatsoever of the Mortgagor in and to the same;

(viii) all accounts (including contract rights) and general intangibles pertaining to or arising from or in connection with all or any part of the Mortgaged Property, as hereinafter defined, including without limitation all proceeds and choses in action arising under any insurance policies maintained with respect to all or any part of the Mortgaged Property; and,

(ix) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.

All of the foregoing real and personal property, and all rights, privileges and franchises thereto are collectively referred to as (the "**Mortgaged Property**").

TO HAVE AND TO HOLD, all and singular the Mortgaged Property hereby conveyed, and the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity of Mortgagor in and to the same and every part and parcel thereof unto Mortgagee in fee simple.

PROVIDED ALWAYS, that if Mortgagor shall pay to Mortgagee any and all indebtedness due by Mortgagor to Mortgagee (including the indebtedness evidenced by the Note and any and all renewals of the same) and shall perform, comply with and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this Mortgage; then this Mortgage and the estate hereby created shall cease and be null and void. Provided, it is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future or further advances as hereinafter set forth, to the same extent as if such made on the date of execution of this Mortgage, and any disbursements made for the payment of tax, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate as hereinafter defined.

To protect the security of this Mortgage, Mortgagor further covenants, warrants and agrees with Mortgagee as follows:

**ARTICLE I  
COVENANTS AND AGREEMENTS OF MORTGAGOR**

**1.1. Payment of Secured Obligations.** Mortgagor shall pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, and the charges, fees and the principal of, and interest on, any future advances secured by this Mortgage and shall otherwise comply with all terms and conditions of the Note and this Mortgage.

**1.2. Warranties and Representations.** Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple; that the Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagor at all times peaceably and quietly to enter upon, hold, occupy and enjoy said Mortgaged Property and every part thereof; that Mortgagor will make such further assurances to perfect the lien interest in the Mortgaged Property in Mortgagee, as may

reasonably be required; and that, except for the matters described on Schedule B of the Mortgagee Title Insurance Policy issued and delivered in connection with the closing of the loan evidenced by the Note (the "**Permitted Exceptions**"), Mortgagor does hereby fully warrant the title to the Mortgaged Property and every part thereof and will defend the same against the lawful claims of all persons whomsoever except for the Permitted Exceptions.

Mortgagor further represents and warrants to Mortgagee that all information, reports, paper, and data given to Mortgagee with respect to Mortgagor, and to the loan evidenced by the Note and this Mortgage are accurate and correct in all material respects and complete insofar as may be necessary to give Mortgagee a true and accurate knowledge of the subject matter.

**1.3. Ground Leases, Leases, Subleases and Easements.** Mortgagor, at Mortgagor's sole cost and expense, shall maintain and cause to be performed all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed and performed under any ground lease, lease, sublease or easements which may constitute a portion of or an interest in the Mortgaged Property, shall require its tenants or subtenants to keep, observe and perform all the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any and all ground leases, leases, subleases or easements; and shall not suffer or permit any breach or default to occur with respect to the foregoing; and in default thereof Mortgagee shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions or provisions of any such ground lease, lease, sublease or easements and to add any expense incurred in connection therewith to the debt secured hereby, which such expense shall bear interest from the date of payment to the date of recovery by Mortgagee at the Default Rate as hereinafter defined. Any such payment by Mortgagee with interest thereon shall be immediately due and payable. The Mortgagor shall not, without the consent of Mortgagee, consent to the modification, amendment, cancellation, termination or surrender of the Lease Agreement dated as of November 27, 2013, by and between Mortgagor, as lessor, and Animal Medical Diagnostic Center, P.A., as lessee, for a portion of the Mortgaged Property (the "**Lease**").

No release or forbearance of any Mortgagor's obligation under any such ground lease, lease, or sublease, shall release Mortgagor from any of its obligations under this Mortgage.

**1.4. Required Insurance.** Mortgagor will, at Mortgagor's sole cost and expense, maintain or cause to be maintained with respect to the Mortgaged Property, and each part thereof, the following insurance:

(a) Insurance against loss or damage to the Improvements by fire and any of the risks covered by insurance of the type now known as "all-risk" or "special form" coverage, in an amount not less than the greater of the original amount of the Note or the full replacement cost of the Improvements; and

(b) Single limit comprehensive general liability insurance for not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, \$2,000,000.00 products/completed operations aggregate, and \$1,000,000.00 personal and advertising injury, against any claims and liability therefor to persons or property occurring on the Mortgaged Property; and

(c) Flood insurance, whenever the same is available and if in the opinion of Mortgagee such protection is necessary; and

(d) Wind insurance, providing full wind coverage with a deductible of less than five percent (5%) of the face amount of the policy; and

(e) Rental loss insurance, if any lease provides for the abatement of rent, and business interruption insurance, if any of the Mortgage Property is or will be occupied by the Mortgagor (either type of insurance must cover debt service, real estate taxes, and insurance premiums for a period of at least six (6) months); and

(f) Such other insurance, and in such amount, as may from time to time be reasonably required by Mortgagee against the same or other hazards.

All policies of insurance required by the terms of this Mortgage shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set off, counterclaim or deductions against Mortgagor.

Mortgagor may effect for its own account any insurance not required under this Section 1.4, but any such insurance effected by Mortgagor on the Mortgaged Property, whether or not so required, shall be for the mutual benefit of Mortgagor and Mortgagee and shall be subject to the other provisions of this Mortgage.

Mortgagee hereby acknowledges that the insurance coverage currently maintained by Mortgagor satisfies the foregoing requirements.

**1.5. Delivery of Policies, Payment of Premiums.** All policies of insurance shall be issued by companies and in amounts satisfactory to Mortgagee. All policies of insurance shall name Mortgagee as an additional insured, and shall have attached thereto a mortgagee's endorsement and a loss payment endorsement for the benefit of Mortgagee in form satisfactory to Mortgagee. Mortgagor shall furnish Mortgagee with an original policy of all policies of required insurance. If Mortgagee consents to Mortgagor providing any of the required insurance through blanket policies carried by Mortgagor and covering more than one location, then Mortgagor shall furnish to Mortgagee with a certificate of insurance for each such policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date (provided, however, that Mortgagee may grant or withhold its consent to any blanket policy in its sole discretion). At least thirty (30) days prior to the expiration of each such policy, Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee of the payment of the required premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All such policies shall contain a provision that such policies will not be canceled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Mortgagee. In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee the policies of insurance required by this Section, Mortgagee may procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Mortgagor will pay all



premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums together with interest thereon at the Default Rate.

**1.6. Insurance Proceeds.** After the happening of any casualty to the Mortgaged Property or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee.

(a) In the event of any damage to or destruction of the Mortgaged Property, Mortgagee shall have the option in its sole discretion of applying or paying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Mortgagee may determine, or (ii) to the restoration of the Improvements, or (iii) to Mortgagor.

(b) In the event of such loss or damage, all proceeds of insurance shall be payable to Mortgagee, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Mortgagee. Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance.

(c) Except to the extent that insurance proceeds are received by Mortgagee and applied to the indebtedness secured hereby, nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property as provided in this Mortgage or restoring all damage or destruction to the Mortgaged Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Mortgagee of any insurance proceeds shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

(d) Notwithstanding the foregoing, however, in the event that all or any part of the Mortgaged Property is damaged by fire or other casualty, and Mortgagor promptly notifies Mortgagee of its desire to repair and restore the same, then provided that the following terms and conditions are and remain fully satisfied by Mortgagor, Mortgagee shall disburse insurance proceeds for repair and restoration of the Mortgaged Property against completed work in accordance with Mortgagee's standard construction loan disbursement conditions and requirements (which may be contained in an agreement that Mortgagee may require Mortgagor to sign); otherwise, and to the extent of any excess proceeds, Mortgagee shall have the right to apply the proceeds toward reduction of the indebtedness secured hereby:

(i) No event of default or event which, with the giving of notice or the passage of time, or both, would constitute an event of default under this Mortgage, the Note or any of the other loan documents shall have occurred;

(ii) Mortgagor shall have delivered evidence satisfactory to Mortgagee that the Mortgaged Property can be fully repaired and restored at least six (6) months prior to the maturity of the Note;

(iii) no purchase contract or lease for space within the Improvements is cancelable or terminable by the tenant or contract vendee on account of the

casualty or, if it is, the tenant or contract vendee, as applicable, has waived in writing its right to cancel;

(iv) the work is performed under a stipulated sum or guaranteed maximum price contract satisfactory to Mortgagee in accordance with plans and specifications and a budget satisfactory to Mortgagee and in compliance with all legal requirements;

(v) Mortgagor shall have deposited with Mortgagee for disbursement in connection with the restoration the greater of: (1) the applicable deductible under the insurance policies covering the loss; or (2) the amount by which the cost of restoration of the Mortgaged Property to substantially the same value, condition and character as existed prior to such fire or other casualty is estimated by Mortgagee to exceed the net insurance proceeds available for restoration; and

(vi) Mortgagor has paid as and when due all of Mortgagee's costs and expenses incurred in connection with the collection and disbursement of insurance proceeds, including without limitation, inspection, monitoring, engineering and legal fees.

**1.7. Assignment of Policies Upon Foreclosure.** In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of the Mortgagor in and to all policies of insurance required by this Section shall inure to the benefit of and pass to the successor in interest to Mortgagor or the purchaser or grantee of the Mortgaged Property. Mortgagor hereby appoints Mortgagee its attorney-in-fact to endorse any checks, drafts or other instruments representing any proceeds of such insurance, whether payable by reason of loss thereunder or otherwise.

**1.8. Taxes, Utilities and Impositions.** Mortgagor will pay, cause to be paid and discharged, on or before the last day on which they may be paid without penalty or interest, all such duties, taxes (including, but not limited to, ad valorem real estate taxes), sewer rents, charges for water, or for setting or repairing of meters, and all other utilities on the Mortgaged Property or any part thereof, and any assessments and payments, usual or unusual, extraordinary or ordinary, which shall be imposed upon or become due and payable or become a lien upon the Mortgage Property or any part thereof and the sidewalks or streets in front thereof and any values therein by virtue of any present or future law of the United States or of the State, County or City wherein the Premises are located (all of the foregoing being herein collectively called the "**Impositions**"). In the event of a default in the payment of any such Imposition, Mortgagee may pay the same and the amount so paid by Mortgagee shall, at the Mortgagee's option, become immediately due and payable with interest at the Default Rate and shall be deemed part of the indebtedness secured by this Mortgage.

If at any time there shall be assessed or imposed (i) a tax or assessment on the Mortgaged Property in lieu of or in addition to the Impositions payable by Mortgagor pursuant to this Section or (ii) a license fee, tax or assessment imposed on Mortgagee and measured by or based in whole or part upon the amount of the outstanding obligations secured hereby, then all such

taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in this Section, and Mortgagor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Mortgagee, all obligations secured hereby, together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Mortgagor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Mortgagee or on the obligations secured hereby.

Mortgagor will pay all mortgage recording taxes and fees payable with respect to this Mortgage or other mortgage or transfer taxes due on account of this Mortgage or the Note secured hereby, including but not limited to Florida documentary stamps and intangible taxes.

Mortgagor will exhibit to Mortgagee the original receipts or other reasonably satisfactory proof of the payment of all Impositions which may affect the Mortgaged Property or any part thereof or the lien of the Mortgage promptly following the last date on which each Imposition is payable hereunder.

Notwithstanding the foregoing, Mortgagor shall have the right, after prior written notice to Mortgagee, to contest at its own expense the amount and validity of any imposition affecting the Mortgaged Property by appropriate proceedings conducted in good faith and with due diligence and to postpone or defer payment thereof, if and so long as:

(a) such proceedings shall operate to suspend the collection of such Imposition from Mortgagor or the Mortgaged Property; or

(b) Neither the Mortgaged Property nor any part thereof would be in immediate danger of being forfeited or lost by reason of such proceedings, postponement or deferment; or

(c) In the case of any Imposition affecting the Mortgaged Property which might be or become a lien, encumbrance or charge upon or result in any forfeiture or loss of the Mortgaged Property or any part thereof, or which might result in loss or damage to Mortgagor or Mortgagee, Mortgagor, prior to the date such Imposition would become delinquent, shall have furnished Mortgagee with security satisfactory to Mortgagee, and, in the event that such security is furnished, Mortgagee shall not have the right during the period of the contest to pay, remove or discharge the Imposition.

**1.9. Maintenance, Repairs, Alterations.** Mortgagor shall keep the Mortgaged Property, or cause the same to be kept, in good condition and repair and fully protected from the elements to the satisfaction of Mortgagee; Mortgagor shall not commit or permit to be committed waste thereon and shall not do nor permit to be done any act by which the Mortgaged Property shall become less valuable; Mortgagor will not remove, demolish or structurally alter any of the Improvements (except such alterations as may be required by laws, ordinances or regulations) without the prior written permission of Mortgagee; Mortgagor shall complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Premises and promptly restore in like manner any Improvements which may be damaged or destroyed thereon and will pay when due all claims for labor performed and materials furnished

therefor; Mortgagor shall use and operate, and shall require its lessees or licensees to use or operate, the Mortgaged Property in compliance with all applicable laws, ordinances, regulations, covenants, conditions and restrictions, and with all applicable requirements of any ground lease, lease or sublease now or hereafter affecting the Premises or any part thereof. Unless required by law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the stated use of Mortgaged Property from that which was disclosed to Mortgagee at the time of execution hereof. Mortgagor shall not initiate or acquiesce to a zoning change of the Mortgaged Property without prior notice to and consent of Mortgagee. Mortgagee and its representatives shall have access to the Mortgaged Property at all reasonable times to determine whether Mortgagor is complying with its obligations under this Mortgage, including, but not limited to, those set out in this Section.

**1.10. Eminent Domain.** Should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public use or improvement or condemnation proceeding, or in any other manner (the “**Condemnation**”), or should Mortgagor receive any notice or other information regarding such Condemnation, Mortgagor shall give prompt written notice thereof to Mortgagee.

(a) Mortgagee shall be entitled to all compensation, awards and other payments or relief granted in connection with such Condemnation, and shall be entitled, at its option, to commence, appear in and prosecute in its own name any action or proceedings relating thereto. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Mortgagor (the “**Proceeds**”) are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require.

(b) In the event any portion of the Mortgaged Property is so taken or damaged, Mortgagee shall have the option in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including reasonable attorneys’ fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby, or to apply all such Proceeds, after such deductions, to the restoration of the Mortgaged Property upon such conditions as Mortgagee may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(c) Any amounts received by Mortgagee hereunder (after payment of any costs in connection with obtaining same), shall, if retained by Mortgagee, be applied in payment of any accrued interest and then in reduction of the then outstanding principal sum of the Note, notwithstanding that the same may not then be due and payable. Any amount so applied to principal shall be applied to the payment of installments of principal on the Note in inverse order of their due dates.

**1.11. Actions by Mortgagee to Preserve the Security of this Mortgage.** If Mortgagor fails to make any payment or to do any act as and in the manner provided for in this Mortgage or the Note, Mortgagee, in its own discretion, without obligation so to do and without

notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof. Mortgagor will pay upon demand all expenses incurred or paid by Mortgagee (including, but not limited to, reasonable attorneys' fees and court costs including those of appellate and bankruptcy proceedings) on account of the exercise of any of the aforesaid rights or privileges or on account of any litigation which may arise in connection with this Mortgage or the Note or on account of any attempt, without litigation, to enforce the terms of this Mortgage or the Note. In case the Mortgaged Property or any part thereof shall be advertised for foreclosure sale and not sold, Mortgagor shall pay all costs in connection therewith.

In the event that Mortgagee is called upon to pay any sums of money to protect this Mortgage and the Note as aforesaid, all monies advanced or due hereunder shall become immediately due and payable, together with interest at the Default Rate, computed from the date of such advance to the date of the actual receipt of payment thereof by the Mortgagee. All such monies so advanced by Mortgagee shall be deemed to be secured by this Mortgage.

**1.12. Cost of Collection.** In the event this Mortgage is placed in the hands of an attorney for the collection of any sum payable hereunder, Mortgagor agrees to pay all costs of collection, including reasonable attorneys' fees (including those in all appellate and bankruptcy proceedings) incurred by Mortgagee, either with or without the institution of any action or proceeding, and in addition to all costs, disbursements and allowances provided by law. All such costs so incurred shall be deemed to be secured by this Mortgage.

**1.13. Survival of Warranties.** All representations, warranties and covenants of Mortgagor contained herein or incorporated by reference shall survive funding of the loan evidenced by the Note and shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.

**1.14. Additional Security.** In the event Mortgagee at any time holds additional security for any obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, as its option, either before, concurrently herewith or after a sale is made hereunder.

**1.15. Inspections.** Mortgagee, or its agents, representatives or workmen, are authorized to enter at any reasonable time (upon three (3) days written notice to Mortgagor) upon or on any part of the Mortgaged Property for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

**1.16. Liens.** Mortgagor shall pay and promptly discharge, within the lesser of thirty (30) days after recording thereof or ten (10) days after demand by Mortgagee, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property or any part thereof or interest therein other than those evidenced by or arising out of the Permitted Exceptions. Notwithstanding the above, Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall first deposit with

Mortgagee a bond or other security satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, and provided further that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. Any amount so paid by Mortgagee shall, at Mortgagee's option, become immediately due and payable with interest at the Default Rate, and shall be deemed part of the indebtedness secured by this Mortgage.

**1.17. Future Advances.** This Mortgage is given to secure not only existing indebtedness, but also future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within (20) years from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total unpaid balance so secured at one time may not exceed \$10,000,000.00, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate as hereinafter defined.

**1.18. No Limitation of Future Advance Rights.** Mortgagor covenants and agrees with Mortgagee that:

(a) Mortgagor waives and agrees not to assert any right to limit future advances under this Mortgage, and any such attempted limitation shall be null, void and of no force and effect.

(b) An event of default under this Mortgage shall automatically exist (i) if Mortgagor executes any instrument which purports to have or would have the effect of impairing the priority of or limiting any future advance which might ever be made under the Mortgage or (ii) if Mortgagor takes, suffers, or permits any action or occurrence which would adversely affect the priority of any future advance which might ever be made under the Mortgage.

**1.19. Appraisals.** Mortgagor covenants and agrees that Mortgagee may obtain an appraisal of the Mortgaged Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency or at such other times after and during the continuation of a default hereunder as the Mortgagee may reasonably require. Such appraisals shall be performed by an independent third party appraiser selected by the Mortgagee. The cost of such appraisal shall be borne by the Mortgagor. If requested by Mortgagee, the Mortgagor shall execute an engagement letter addressed to the appraiser selected by the Mortgagee. Mortgagor's failure or refusal to sign such an engagement letter however shall not impair Mortgagee's right to obtain such an appraisal. Mortgagor agrees to pay the cost of such appraisal within ten (10) days after receiving an invoice for such appraisal.

**1.20. Escrows.** In order to more fully protect the security of this Mortgage and to insure the payment of ad valorem real estate taxes, personal property taxes and insurance premiums for all insurance applicable to the Mortgaged Property, Mortgagee may require, after and during the continuation of a default hereunder, that Mortgagor deposit into a separate escrow account with Mortgagee (in addition to any other sums due under the Note or this Mortgage), together with each installment due under the Note, (a) such amounts as are necessary to enable Mortgagee to pay, at least thirty (30) days before due, all such taxes and insurance premiums, and (b) at least thirty (30) days prior to the due date of any such ad valorem real estate taxes, personal property taxes or insurance premiums, such additional amounts as may be necessary to provide Mortgagee with sufficient funds in its escrow account to pay each such item at least thirty (30) days in advance of the due date thereof.

**1.21. Transfer or Further Encumbrance of the Property.** If Mortgagor shall sell, convey, lease, assign, exchange, pledge, mortgage, hypothecate or transfer any interest in the Mortgaged Property, except with respect to transfers on account of which the appropriate release price has been paid to Mortgagee pursuant to Section 2(c) of the Loan Agreement, (it being understood that any change in control of Mortgagor shall be and the same is deemed to be a transfer of the Mortgaged Property) without the prior written consent of Mortgagee, shall constitute an event of default under this Mortgage. In the event of any such sale, conveyance, lease, assignment, exchange, pledge, mortgage, hypothecation or transfer for which the written consent of Mortgagee has not been first obtained, Mortgagee shall have the right to declare all indebtedness secured by this Mortgage to be immediately due and payable.

Mortgagor acknowledges that Mortgagee, in determining whether or not to make the loan secured hereby, examined the qualifications and creditworthiness of Mortgagor, found them to be acceptable, and relied and will continue to rely upon the same as the means of repayment of the loan. Mortgagor also acknowledges that Mortgagee evaluated the background and experience of Mortgagor in owning and operating property such as the Mortgaged Property, found them acceptable and relied and will continue to rely upon the same as the means of maintaining the value of the Mortgaged Property which is Mortgagee's security for the loan. Mortgagor acknowledges that it is a business person or entity well-experienced in borrowing money and owning and operating property such as the Mortgaged Property, was ably represented by licensed attorneys-at-law in the negotiation and documentation of the loan secured hereby and bargained at arm's length, in good faith, and without duress of any kind for all of the terms and conditions of the Note, this Mortgage and the other loan documents, including this Section. Mortgagor further recognizes that any secondary or junior financing placed upon the Mortgaged Property (a) may divert funds which would otherwise be used to pay the indebtedness secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; and (c) would impair Mortgagee's right to accept a deed in lieu of foreclosure from Mortgagor, as a foreclosure by Mortgagee would be necessary to clear the title to the Mortgaged Property.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment by Mortgagor and of the value of the Mortgaged Property; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; and (iii) keeping the Mortgaged Property free of subordinate financing liens, Mortgagor agrees that if anything in this Section be deemed a restraint on alienation, that it is a reasonable one and that except as

otherwise herein provided any sale, conveyance, lease, assignment, exchange, pledge, mortgage, hypothecation, further encumbrance or other transfer of title to the Mortgaged Property or any interest therein (whether voluntary or by operation of law, but except with respect to transfers on account of which the appropriate release price has been paid to Mortgagee pursuant to Section 2(c) of the Loan Agreement) without Mortgagee's prior written consent shall be an event of default hereunder. For the purpose of illustrating, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Mortgaged Property and therefore an event of default hereunder:

(a) any sale, conveyance, lease, assignment, exchange, pledge, mortgage, hypothecation, further encumbrance or other transfer of, or the grant of a security interest in, all or any part of the Mortgaged Property (except with respect to transfers on account of which the appropriate release price has been paid to Mortgagee pursuant to Section 2(c) of the Loan Agreement); or

(b) any change in control of Mortgagor.

Any waiver by Mortgagee of a default by Mortgagor under this Section shall not constitute a waiver of any right, remedy or power of Mortgagee upon a subsequent event of default by Mortgagor under this Section, and any consent to any one sale, conveyance, lease, assignment, exchange, pledge, mortgage, hypothecation, further encumbrance or other transfer as hereinbefore enumerated shall not be deemed a consent to any subsequent such act.

If Mortgagor sells or transfers any of its interest in the Mortgaged Property without the prior written consent of Mortgagee, Mortgagee or its successors and/or assigns may declare the entire balance secured by this Mortgage immediately due and payable or, at its sole option, may increase the Interest Rate (as the term "**Interest Rate**" is defined in the Note) being charged under the Note up to the prevailing market rate at the time, and may require (i) payment of a reasonable transfer fee and (ii) reimbursement for all expenses, legal and otherwise, incurred by Mortgagee.

Notwithstanding the above, the term "sell, convey, lease, assign, exchange, pledge, mortgage, hypothecate or transfer" the Property shall not include a sale or transfer of any membership interest of any member of the Mortgagor due to the insolvency, death, mental incapacity or marital separation and settlement of any of the members of the Mortgagor.

## ARTICLE II ASSIGNMENT OF LEASES, SUBLEASES FRANCHISES, RENTS, ISSUES AND PROFITS

**2.1. Assignment of Rents.** Mortgagor hereby collaterally assigns and transfers to Mortgagee all the leases, subleases, franchises, rents, issues and profits of the Mortgaged Property, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits as herein set forth. Mortgagor irrevocably appoints



Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, immediately and without further legal action being necessary, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect such rents, issues and profits (but not more than one month in advance) prior to the occurrence of an event of default or at any time there is not ongoing an uncured event of default under this Mortgage.

**2.2. Collection Upon Default.** Upon the occurrence of an event of default under this Mortgage, Mortgagee may exercise any of the rights granted to it under Fla. Stat. Section 697.07, and may further, at any time without notice, either in person, by agent or by receiver appoint by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice default.

**2.3. Restriction on Further Assignments, etc.** Except as hereinafter specifically provided, Mortgagor shall not, without the prior written consent of the Mortgagee, assign the rents, issues or profits, or any part thereof, from the Mortgaged Property or any part thereof; and shall not consent to the modification, cancellation or surrender of the Lease. An action of Mortgagor in violation of terms of this Section shall be void as against Mortgagee in addition to being a default under this Mortgage.

Mortgagor shall not, without the consent of Mortgagee, consent to the cancellation or surrender or, accept prepayment of rents, issues or profits, other than rent paid at the signing of a lease or sublease, under the Lease, nor modify the Lease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option, and any such purported assignment, cancellation, surrender, prepayment or modification made without the written consent of Mortgagee shall be void as against Mortgagee. Mortgagor shall, upon demand of Mortgagee, enter into an agreement with Mortgagee with respect to the provisions contained in the preceding provisions regarding the Lease, and Mortgagor hereby appoints Mortgagee attorney-in-fact of Mortgagor to execute and deliver any such agreement on behalf of Mortgagor and deliver written notice thereof to the tenant under the Lease.

Mortgagor agrees to furnish to Mortgagee a copy of any modification of the Lease and copies of all leases affecting the Mortgaged Property covered by this Mortgage.

All leases or subleases hereafter entered into by Mortgagor with respect to the Mortgaged Property or any part thereof, shall be subordinate to the lien of this Mortgage unless expressly made superior to this Mortgage in the manner hereinafter provided. At any time or times Mortgagee may execute and record in the appropriate Office of the County Clerk of the County where the Premises are situated, a Notice of Subordination reciting that the lease or leases therein

described shall be superior to the lien of this Mortgage. From and after the recordation of such Notice of Subordination, the lease or leases therein described shall be superior to the lien of this Mortgage and shall not be extinguished by any foreclosure sale hereunder.

### ARTICLE III ENVIRONMENTAL

**3.1. Environmental Condition of Property.** Mortgagor hereby warrants and represents to Mortgagee that, to the best of Mortgagor's knowledge, and except as disclosed on that certain Phase I Environmental Site Assessment dated July 26, 2013, prepared by Meryman Environmental, Inc.:

(a) the Mortgaged Property is now and at all times hereafter will continue to be in full compliance with all Federal, State and local environmental laws and regulations including without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., the Federal Water Pollution Control Act and Clean Water Act, 33 U.S.C. Section 1251-1387, the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f-300j, the Florida Resource Recovery and Management Act, Section 403.702, et seq., Florida Statutes, the Pollutant Spill Prevention and Control Act, Sections 376.011-376.17 and 376.19-376.21, Florida Statutes, and all similar federal, state and local environmental statutes, ordinances and the regulations, orders, decrees now or hereafter promulgated, enacted, adopted, entered or issued, both within and outside the present contemplation of Mortgagor and Mortgagee (collectively, the "**Hazardous Material Laws**"), and

(b) (i) as of the date hereof there are no hazardous materials, substances, waste or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Mortgaged Property or used in connection therewith, or (ii) Mortgagor has fully disclosed to Mortgagee in writing the existence, extent and nature of any such hazardous material, substance, waste or other environmentally regulated substance, currently present or which Mortgagor is legally authorized and empowered to maintain on, in or under the Mortgaged Property or use in connection therewith, Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is and will remain in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals and all applicable Hazardous Material Laws. Mortgagor further warrants and represents that it will promptly notify Mortgagee of any change in the environmental condition of the Mortgaged Property or in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other

hazardous materials, substances, waste or other environmentally regulated substance affecting the Mortgaged Property.

Mortgagor hereby indemnifies and holds harmless Mortgagee from and against any and all damages, penalties, fines, claims, suits, liabilities, costs, judgments and expenses (including attorneys', consultants' or experts' fees) of every kind and nature incurred, suffered by or asserted against Mortgagee as a direct or indirect result of:

(c) any warranty or representation made by Mortgagor in this paragraph being or becoming false or untrue in any material respect; or

(d) any requirement under any applicable Hazardous Materials Laws requiring the removal or elimination of any hazardous materials, substances, waste or other environmentally regulated substances from the Mortgaged Property.

Mortgagor's obligations hereunder shall not be limited to any extent by the term of the Note, and, as to any act or occurrence prior to payment in full and satisfaction of the Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding foreclosure of this Mortgage, where Mortgagee is the purchaser at the foreclosure sale or delivery of a deed in lieu of foreclosure to Mortgagee.

**ARTICLE IV  
SECURITY AGREEMENT**

**4.1. Creation of Security Interest.** Mortgagor hereby grants to Mortgagee a security interest in any and all Personal Property included within the Mortgaged Property located on or at the Premises, including without limitation any and all property of similar type or kind hereafter located on or at the Premises for the purposes of securing all obligations of Mortgagor set forth in this Mortgage. This instrument is a self-operative security agreement with respect to the above described property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request.

**4.2. Warranties, Representations and Covenants of Mortgagor.** Mortgagor hereby warrants, represents and covenants as follows:

(a) Except for the security interest granted hereby, Mortgagor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Mortgagor shall notify Mortgagee of, and shall defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Mortgagor shall not lease, sell, convey or in any manner transfer the Personal Property without the prior written consent of Mortgagee.

(c) The Personal Property is not and shall not be used or bought for personal, family or household purposes.

(d) The Personal Property shall be kept on or at the Premises and Mortgagor will not remove the Personal Property from the Premises without the prior written consent of Mortgagee, except such portions or items of Personal Property which are consummated or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor.

(e) Mortgagor maintains a place of business in the State of Florida and Mortgagor shall immediately notify Mortgagee in writing of any change in its place of business as set forth in the beginning of this Mortgage.

(f) All covenants and obligations of Mortgagor contained herein relating to the Mortgaged Property shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

(g) This Mortgage constitutes a “**Security Agreement**” as that term is used in the Uniform Commercial Code of Florida.

**4.3. Fixture Filing.** This Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the Clerk of the Circuit Court with respect to any and all Fixtures. The “**debtor**” is the Mortgagor and the record owner of the Premises; the “**secured party**” is the Mortgagee; the collateral is as described in this Mortgage; and the addresses of the debtor and secured party are the addresses stated in this Mortgage for notices to such parties.

**4.4. Authorization to File.** Mortgagor irrevocably authorizes Mortgagee to file, in the appropriate locations for filings of financing statements in any jurisdiction(s) that Mortgagee in good faith deems appropriate, such financing statements and amendments thereto as Mortgagee may deem necessary or desirable in order to (i) perfect or continue the security interests granted by Mortgagor to Mortgagee pursuant to this Mortgage, (ii) prevent any filed financing statement from becoming misleading, or (iii) prevent any filed financing statement from losing its perfected status.

## ARTICLE V REMEDIES UPON DEFAULT

**5.1. Events of Default.** Any one or more of the following shall constitute a default under this Mortgage and the Note hereby secured:

(a) Failure of Mortgagor to make one or more payments required by the Note on the due date thereof (subject to any applicable grace or cure period), without notice or demand.

(b) Failure of Mortgagor to pay, within ten (10) days after receipt of written notification thereof by Mortgagee, the amount of any costs, expenses or fees (including counsel fees) of Mortgagee, with interest thereon, as required by any provision of this Mortgage.

(c) Failure of Mortgagor to comply with or perform any other warranty, covenant or agreement contained herein, in the Note, in the Loan Agreement, if any, in

the Commitment Letter, if any, or in any other document executed by Mortgagor in conjunction with this transaction within thirty (30) days after receipt of written notice thereof by Mortgagor; provided, however, that (i) if Mortgagor reasonably cannot perform or comply with any such obligation within such thirty (30) day period and if, in Mortgagee's reasonable judgment, Mortgagee's security will not be impaired, then Mortgagor may have such additional time to rectify such failure as Mortgagor reasonably may require, provided and for so long as Mortgagor proceeds with due diligence, and (ii) if, in Mortgagee's reasonable judgment, Mortgagee's security will be impaired if Mortgagor does not perform or comply with any such obligation in a period of less than thirty (30) days, Mortgagor will have only such period (if any) following demand in which to rectify such failure as Mortgagee may reasonably specify.

(d) Determination by Mortgagee that any representation or warranty of Mortgagor contained in this Mortgage, the Note, or in any other document or certificate executed by Mortgagor in connection with this transaction was incorrect or misleading in any material respect as of the date on which the same was made, including, without limitation, any and all financial statements furnished by Mortgagor to Mortgagee as an inducement to Mortgagee's making the loan evidenced by the Note or otherwise furnished pursuant to any provision of this Mortgage, the Commitment, or any related document.

(e) The assertion of any federal, state, or local tax lien, or any claim or lien for labor or materials, or any other lien or encumbrance of any nature whatsoever (including any judgment lien) against Mortgagor or the Mortgaged Property, and the same is not removed by payment or transferred to substitute security in the manner provided by law within the lesser of thirty (30) days after its recording or ten (10) days after demand by Mortgagee.

(f) The filing by Mortgagor or any guarantor of a voluntary petition in bankruptcy, or for reorganization or for an arrangement, pursuant to the Federal Bankruptcy Code or any similar law, federal or state, now or hereafter in effect, or the making of an assignment for a benefit of creditors, or the admittance in writing of its inability to pay its debts as they become due, or the suspension of the payment of its obligations, or the taking of any action in furtherance of the foregoing, or the consent of Mortgagor or any guarantor to the appointment of a receiver, trustee, liquidator, or other similar official for Mortgagor or any guarantor or for the Mortgaged Property, or any of them.

(g) The filing of a petition or an answer proposing an adjudication of Mortgagor or any guarantor as a bankrupt, or proposing Mortgagor's or any guarantor's reorganization pursuant to the Federal Bankruptcy Code or any similar law, federal or state, now or hereafter in effect, and the approval thereof by any court of competent jurisdiction and the entry of an order approving the same, unless such order shall be vacated or stayed within sixty (60) days from entry, or if Mortgagor or any guarantor shall consent to the filing of any such petition or answer, or fail to deny the material allegations of the same in a timely manner.

(h) Death (in the case of an individual) of Mortgagor or any guarantor, or the initiation of an action or proceeding for the dissolution, termination or liquidation of Mortgagor or any guarantor. Notwithstanding the foregoing, in the event of the death or incapacity of any guarantor that is a natural person, Mortgagor shall have sixty (60) days within which to provide a substitute guarantor, which substitute guarantor shall be subject to the review and approval of Mortgagee in its reasonable discretion, and which substitute guarantor shall execute a commercial guaranty in a form substantially similar to that executed by the other guarantors.

**5.2. Default Rate.** The term “**Default Rate**”, as used herein, shall mean the rate of interest after maturity or default provided in the Note or the maximum rate permitted by Florida law, whichever is less; provided, however, that at no time shall any interest or charges in the nature of interest be taken, exacted, received or collected which would exceed the maximum rate permitted by law.

**5.3. Acceleration Upon Default, Additional Remedies.** In the event that one or more defaults as above provided shall occur, the remedies available to Mortgagee shall include, but not necessarily be limited to, any one or more of the following:

(a) Mortgagee shall declare the entire unpaid balance of the Note, together with any amounts outstanding hereunder, immediately due without notice.

(b) Mortgagee may apply to any court of competent jurisdiction for the appointment of a receiver or similar official to manage and operate the Mortgaged Property, or any part thereof, and to apply the net rents and profits therefrom to the payment of the interest and/or principal of the Note and/or any other obligations of Mortgagor to Mortgagee hereunder. In event of such application, Mortgagor agrees to consent to the appointment of such receiver or similar official, and agrees that such receiver or similar official may be appointed without notice to Mortgagor, with regard to the adequacy of any security for the debts and with regard to the solvency of Mortgagor or any other person, firm or corporation who or which may be liable for the payment of the Note or any other obligation of Mortgagor hereunder.

(c) Mortgagee may institute an action of mortgage foreclosure against the Mortgaged Property, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the Mortgaged Property or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate stipulated in the Note to the date of the event of default, and thereafter at the default rate specified in the Note, together with all other sums due by Mortgagor in accordance with the provisions of the Note and this Mortgage, including all sums which may have been loaned by Mortgagee to Mortgagor after the date of this Mortgage, and all sums which may have been advanced by Mortgagee for taxes, water or sewer rents, charges or claims, payments on prior liens, insurance, utilities or repairs to the Mortgaged Property, all costs of suit, together with interest at the default rate on any judgment obtained by Mortgagee from and after the date of any judicial sale of the Mortgaged Property until actual payment is made of the full amount due Mortgagee.

(d) Without declaring the entire unpaid principal balance due, the Mortgagee may foreclose only as to the sum past due, without injury to this Mortgage or the displacement or impairment of the remainder of the lien thereof, and at such foreclosure sale the property shall be sold subject to all remaining items of indebtedness; and Mortgagee may again foreclose, in the same manner, as often as there may be any sum past due.

(e) Mortgagee may realize upon the Personal Property which is collateral heretofore, enforce and exercise all of the Mortgagor's rights, powers, privileges and remedies in respect of the Personal Property collateral, dispose of or otherwise deal with the Personal Property collateral in such order as Mortgagee may in its discretion determine, and exercise any and all other rights, powers, privileges and remedies afforded to a secured party under the laws of the State of Florida, as well as all other rights or remedies available at law or in equity with regard to the Mortgaged Property collateral.

**5.4. Additional Provisions.** Mortgagor expressly agrees, on behalf of itself, its successors and assigns and any future owner of the Mortgaged Property, or any part thereof or interest therein, as follows:

(a) All remedies available to Mortgagee with respect to this Mortgage shall be cumulative and may be pursued concurrently or successively. No delay by Mortgagee in exercising any such remedy shall operate as a waiver thereof or preclude the exercise thereof during the continuance of that or any subsequent default.

(b) The obtaining of a judgment or decree on the Note, whether in the State of Florida or elsewhere, shall not in any manner affect the lien of this Mortgage upon the Mortgaged Property covered hereby, and any judgment or decree so obtained shall be secured to the same extent as the Note is now secured.

(c) In the event of any foreclosure sale hereunder, all net proceeds shall be available for application to the indebtedness hereby secured whether or not such proceeds may exceed the value of the Mortgaged Property for unpaid taxes, liens, assessments and any other costs relating to the Mortgaged Property.

(d) The only limitation upon the foregoing agreements as to the exercise of Mortgagee's remedies is that there shall be but one full and complete satisfaction of the indebtedness secured hereby.

(e) The Mortgagor shall duly, promptly and fully perform each and every term and provision of the Commitment, the Loan Agreement (if any), or any other documents which have been executed and delivered by the parties hereto simultaneously with the execution and delivery hereof, the terms of the Commitment and the Loan Agreement (if any), being incorporated herein by reference. The lien of this Mortgage secures the payment of all sums payable to Mortgagee and the performance of all covenants and agreements of Mortgagor under the terms of the Commitment, the Loan Agreement (if any), or any other document delivered herewith.

**5.5. Remedies Not Exclusive.** Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or the Note or under any other agreement or any laws now or hereafter in force, notwithstanding the fact that some or all of the indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed or trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy contained herein or by law or in equity provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or not or hereafter existing at law or in equity or by statute. Every power or remedy given to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee and it may pursue inconsistent remedies.

## **ARTICLE VI MISCELLANEOUS**

**6.1. Limited Liability Company Status.** Mortgagor represents and warrants to Mortgagee that Mortgagor is a limited liability company organized and existing under the laws of the State of Florida and has been duly and validly formed. Mortgagor further warrants that it has the power, authority and legal right to carry on the business now being conducted by it and to engage in the transactions contemplated by the Note, this Mortgage, and any other loan documents executed herewith, and that the execution and delivery of the Note, this Mortgage and the other loan documents executed herewith and the performance and observance of the provisions thereof have been duly authorized by all necessary limited liability company action. Mortgagor covenants and agrees not to do anything that would cause a termination of the limited liability company nor in any way adversely affect its good standing within the State of Florida. Any and all annual filing reports and any other reports required by the State of Florida or any other governmental entity shall be filed in a timely manner, and proof of said filing shall be furnished to Mortgagee upon request.

**6.2. Statements by Mortgagor.** Mortgagor, within three (3) days after request in person or within ten (10) days after request by mail, will furnish to Mortgagee or any person, firm or corporation designated by Mortgagee, a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no offsets or defenses exist against such debt or, if such offsets or defenses are alleged to exist, full information with respect to such alleged offsets and/or defenses.

**6.3. Successors and Assigns.** The provisions hereof shall be binding upon and shall inure to the benefit of Mortgagor, its successors and assigns, including without limitation subsequent owners of the Mortgaged Property or any part thereof, shall be binding upon and shall inure to the benefit of Mortgagee, its successors and assigns of any future holder of the Note. In the event the ownership of the Mortgaged Property or any leasehold estate that may be covered by this Mortgage, becomes vested in a person other than Mortgagor, Mortgagee may,



without notice to Mortgagor, deal with such successor or successors in interest with reference to this instrument and the Note in the same manner as with Mortgagor, and may alter the interest rate and/or alter or extend the terms of payment of the Note without notice to Mortgagor hereunder or under the Note hereby secured or the lien or priority of this Mortgage with respect to any part of the Mortgaged Property covered hereby, but nothing herein contained shall serve to relieve Mortgagor of any liability under the Note or this Mortgage (or any other agreement executed in conjunction therewith) unless Mortgagee shall expressly release Mortgagor in writing. Mortgagor and any transferee or assignee shall be jointly and severally liable for any documentary stamp or intangible taxes imposed as a result of any transfer or assumption.

**6.4. Notices.** All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (i) on hand delivery thereof to the recipient, (ii) seven (7) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation, U.S. Express Mail, Federal Express or Airborne), addressed to the party to whom notice is intended to be given at the address set forth below:

TO MORTGAGOR: GF FINANCIAL, LLC  
4830 W. Kennedy Blvd., Suite 445  
Tampa, Florida 33609

TO MORTGAGEE: THE BANK OF TAMPA  
601 Bayshore Blvd., Suite 100  
Tampa, Florida 33606

Any party may change the address to which its notices are sent by giving the other party written notice of any such change in the manner provided in this section, but notice of change of address is effective only upon receipt.

Mortgagor shall deliver to Mortgagee, promptly upon receipt of same, copies of all notices, certificates, documents and instruments received by it which materially affect any part of the Mortgaged Property covered hereby, including, without limitation, notices from any lessee or sublessee claiming that Mortgagor is in default under any terms of any lease or sublease.

**6.5. Modifications in Writing.** This Mortgage may not be changed, terminated or modified orally or in any other manner than by an instrument in writing signed by the party against whom enforcement is sought.

**6.6. Captions.** The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

**6.7. Invalidity of Certain Provisions.** If the lien of this Mortgage is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured portion of the debt shall be completely paid prior to the payments of the secured portion of the debt, and all payments made on the debt, whether

voluntary or otherwise, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Mortgage.

**6.8. No Merger.** If both the lessor's and lessee's estates under any lease or any portion thereof which constitutes a part of the Mortgaged Property shall at any time become vested in one owner, this Mortgage and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Mortgagee shall continue to have and enjoy all of the rights and privileges of Mortgagee as to the separate estates. In addition, upon the foreclosure of the lien created by this Mortgage on the Mortgaged Property pursuant to the provisions hereof, any leases or subleases then existing and created by Mortgagor shall not be destroyed or terminated by application of the law of merger or as a result of such foreclosure sale shall so elect. No act by or on behalf of Mortgagee or any such purchaser shall constitute a termination of any lease or sublease unless Mortgagee or such purchaser shall give written notice thereof to such tenant or subtenant.

**6.9. Governing Law and Construction of Clauses.** This Mortgage shall be governed and construed by the laws of the State of Florida. No act of the Mortgagee shall be construed as an election to proceed under any one provision of the Mortgage or of the applicable statutes of the State of Florida to the exclusion of any other such provision, anything herein or otherwise to the contrary notwithstanding.

**6.10. Corrective Documentation.** For and in consideration of the funding or renewal of the indebtedness evidenced by the Note, Mortgagor further agrees to cooperate with Mortgagee and to reexecute any and all documentation relating to the loan evidenced by the Note and secured by this Mortgage which are deemed necessary or desirable in Mortgagee's discretion, in order to correct or adjust any clerical errors or omissions contained in any such document executed in connection with the loan evidenced by the Note and secured by this Mortgage.

**6.11. Books and Records.** Mortgagor will maintain books of accounts and records reflecting Mortgagor's financial condition and the results of operations of the Mortgaged Property in accordance with generally accepted accounting principles applied on a consistent basis. If any of the Mortgaged Property is rented or leased, a rent schedule of the Mortgaged Property, certified by an accounting officer of Mortgagor, showing the name of each tenant and the space occupied, the lease expiration date and the rent payable will also be maintained by Mortgagor. Mortgagor will provide a copy of the rent schedule to Mortgagee upon request. Mortgagee will have the right, from time to time at all times during normal business hours, to examine such books, records and accounts at the offices of Mortgagor or other personal entity maintaining such books, records and accounts and to make such copies as Mortgagee will desire.

**6.12. Financial Statements.** Mortgagor will furnish to Mortgagee, or cause to be furnished to Mortgagee, financial statements, tax returns and other financial information concerning Mortgagor, any of the Guarantors of the Loan or the Mortgaged Property as and when required under the terms of the Loan Agreement dated the date hereof, by and between Mortgagor and Mortgagee. If any of the Mortgaged Property is rented or leased, Mortgagor will furnish to Mortgagee together with the financial statements discussed above a rent schedule as

described in Section 6.11 above. Mortgagor shall also furnish to Mortgagee such interim statements as may reasonably be required by Mortgagee from time to time.

**6.13. Costs.** Mortgagor shall pay all and singular the costs, charges and expenses, including without limitation reasonable attorneys' fees, paralegals' fees, sales tax on such fees or costs, if any (regardless of whether suit is or other proceedings are instituted, and for all arbitration, administrative, bankruptcy and other proceedings) and abstract costs, reasonably incurred or paid at any time by Mortgagee because of the failure of Mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Note, this Mortgage or any other document executed herewith.

**6.14. Waiver of Jury Trial.** BY THE EXECUTION HEREOF, MORTGAGOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREES THAT NEITHER MORTGAGOR NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF MORTGAGOR SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE ARISING FROM OR BASED UPON THE NOTE, THIS MORTGAGE, OR ANY OTHER LOAN DOCUMENT EVIDENCING, SECURING, OR RELATING TO THE INDEBTEDNESS SECURED BY THIS MORTGAGE OR TO THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES HERETO. NEITHER MORTGAGOR NOR MORTGAGEE WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTION. NEITHER MORTGAGOR NOR MORTGAGEE HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO ENTER INTO THIS TRANSACTION.

**6.15. Variable Rate Obligation.** The Note secured by this Mortgage contains provisions for changes in the rate of interest charged thereunder.

[Signature Lines Begin on Following Pages]

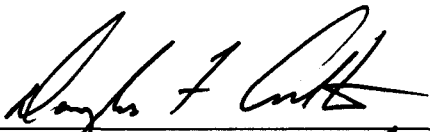
[SIGNATURE PAGE TO MORTGAGE AND SECURITY AGREEMENT]

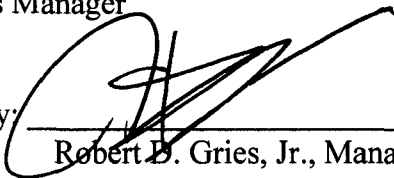
IN WITNESS WHEREOF, Mortgagor has hereunto set hand and seal all done as of the day and year first hereinbefore written.

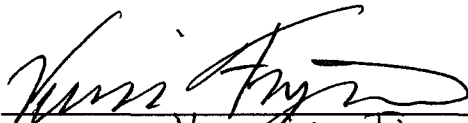
WITNESSES:

GF FINANCIAL, LLC,  
a Florida limited liability company

By: GS Debt Partners Management, LLC,  
a Florida limited liability company,  
its Manager

  
Print Name: Douglas F. Herrera

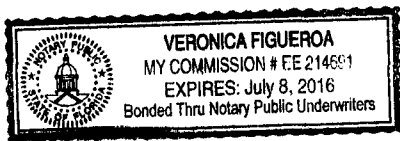
By:   
Robert D. Gries, Jr., Manager

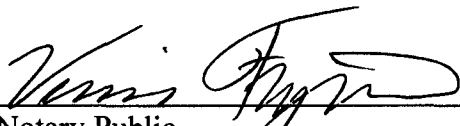
  
Print Name: Veronica Figueroa

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 2014, by Robert D. Gries, Jr., as Manager of GS Debt Partners Management, LLC, a Florida limited liability company, as Manager of GF FINANCIAL, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced a valid driver's license as identification.



  
Notary Public  
Veronica Figueroa  
(Print, Type or Stamp Name)

My Commission Expires: July 8, 2016

**EXHIBIT A**

Legal Description

ALL OF EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION-NO IMPROVEMENTS-ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGE 126 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

ALSO DESCRIBED AS:

LOTS 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16, AND TRACT A, EXECUTIVE PARK OF VALRICO, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 107, PAGES 126 THROUGH 128, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

This instrument was prepared by  
and should be returned to:  
Jonathan P. Jennewein, Esq., of  
Hill Ward Henderson  
P.O. Box 2231  
Tampa, Florida 33601

### **ASSIGNMENT OF RENTS AND LEASES**

THIS ASSIGNMENT OF RENTS AND LEASES (the “**Assignment**”) is made this 27th day of March, 2014, by GF FINANCIAL, LLC, a Florida limited liability company, whose address is 4830 W. Kennedy Blvd., Suite 445, Tampa, Florida 33609 (the “**Assignor**”), to THE BANK OF TAMPA, a Florida banking corporation, whose address is 601 Bayshore Blvd., Suite 100, Tampa, Florida 33606 (the “**Assignee**”).

### **WITNESSETH:**

WHEREAS, Assignor is indebted to Assignee for money borrowed in the aggregate sum of ONE MILLION TWO HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,200,000.00) (the “**Loan**”), as evidenced by that certain Promissory Note of even date herewith, in the original principal amount of \$1,200,000.00 made by Assignor to the order of Assignee (the “**Note**”) and secured by that certain Mortgage and Security Agreement of even date herewith from Assignor to Assignee (the “**Mortgage**”) creating a lien on those certain Premises more particularly described on **Exhibit A** attached hereto and made a part hereof (the “**Premises**” or “**Property**”); and

WHEREAS, Assignee is willing to make said Loan, provided, among other things, that Assignor assign to Assignee its right, title and interest in and to the rents, issues, profits, revenues, royalties, rights and benefits from the Premises; and

WHEREAS, Assignor is willing to make such assignment on the terms and conditions hereof as an inducement to Assignee to make such Loan.

NOW, THEREFORE, in consideration of the premises and of the Loan, the sum of Ten and No/100ths Dollars (\$10.00), and for other good and valuable considerations, the receipt whereof are hereby acknowledged, Assignor hereby agrees as follows:

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

2. **Assignment.** Assignor hereby grants, conveys, transfers and assigns to Assignee all of its right, title and interest in and to (i) the rents, income, issues, profits, revenues, royalties,

rights and benefits arising now and hereafter from the Premises (collectively the “**Rents and Profits**”), together with any and all existing and future leases upon all or any part of the Premises and together with any and all amendments, extensions, guarantees of the tenants’ obligations thereunder, and all renewals, modifications and replacements thereof (collectively, the “**Leases**”), and (ii) any and all monies, awards or other payments made or payable by any and all tenants under the leases either in lieu of rent or on account of or arising from any default by any tenant under any lease, including, but not limited to, any damages (all such monies, award or payments, including but not limited to, damages, are collectively referred to herein as the “**Damages**”).

3. Purpose of Assignment. This Assignment is made for the purpose of securing payment of the indebtedness evidenced by the Note, together with all other sums with interest becoming due and payable to Assignee under the provisions hereof or of the Note and Mortgage (including, but not limited to, any future advance under the Mortgage) and the performance and discharge of the obligations, covenants and agreements of Assignor contained herein or in the Note, Mortgage or any other instrument or agreement now or hereafter executed by Assignor as security for the repayment of the above described indebtedness (collectively, the “**Related Agreements**”).

4. Representations and Warranties. Assignor hereby represents and warrants that:

(a) Assignor has the right, power and capacity to make this Assignment and that no person, firm or corporation or other entity other than Assignor has or will have any right, title or interest in or to the Leases or the Rents and Profits.

(b) With respect to each Lease in effect at the date hereof: (i) the Lease is in full force and effect and is valid, binding and enforceable in accordance with its terms; (ii) the Lease has not been modified or amended in any respect, nor has any provision thereof been waived; (iii) neither the tenant nor lessor thereunder is in default under the terms of the Lease; (iv) no rent has been prepaid under the Lease for more than one month in advance; (v) the tenant thereunder has no deduction, claim, counterclaim, set-off, or defense against the lessor thereunder or against the rents or other sums payable or to be payable thereunder.

5. Covenants.

(a) Assignor shall not, without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed, (i) consent to or permit the assignment or subletting of the Lease Agreement dated as of November 27, 2013, by and between Assignor, as lessor, and Animal Medical Diagnostic Center, P.A., as lessee (the “**Lot 1 Lease**”); (ii) modify, extend, cancel, consent to any surrender, or in any way alter the terms of the Lot 1 Lease; (iii) alter, modify, change or terminate the terms of any guaranties of the Lot 1 Lease; (iv) create or permit any lien or encumbrance which, upon foreclosure, would be superior to any Leases or in any other manner impair Assignee’s rights and interest with respect to the Rents and Profits; (v) pledge, transfer, mortgage or otherwise encumber or assign the Leases or the Rents and Profits; or (vi) collect rents more than thirty (30) days prior to their due date.

(b) Assignor shall, at its sole cost and expense, perform and discharge all of the obligations and undertakings of the landlord under the Leases. Assignor shall enforce or secure the performance of each and every obligation and undertaking of the tenants under the Leases. Assignor shall give prompt written notice to Assignee of any and all material defaults of any of the tenants under the Lot 1 Lease, together with a complete copy of any and all notices delivered as a result of such default.

(c) Assignor agrees, from time to time, to execute and deliver, upon demand, all assignments and any and all other writings as Assignee may reasonably deem necessary or desirable to carry out the purpose and intent hereof, or to enable Assignee to enforce any right or rights hereunder.

6. Events of Default. The term “**Event of Default**” as used herein shall mean the occurrence of any one of the following:

(a) If Assignor shall fail to comply with any of the covenants, duties or obligations of Assignor herein and such default shall continue for fifteen (15) days or more after written notice to Assignor from Assignee specifying the nature of such default;

(b) If a default shall occur under the Note, the Mortgage or any Related Agreement and shall not be cured within any applicable curative period as stated therein; or

(c) If any representation or warranty made by Assignor herein was false or misleading in any material respect when made.

7. Revocable License to Collect Rents.

(a) Notwithstanding any provision to the contrary contained elsewhere herein, so long as no Event of Default has occurred and is continuing, Assignor shall have a license to manage the Property; to collect, receive and use all Rents and Profits in accordance with the terms of the Leases; to let the Property and to take all actions which a reasonable and prudent landlord would take in enforcing the provisions of the Leases. From and after the occurrence of an Event of Default (whether or not Assignee shall have exercised Assignee’s option to declare the Note immediately due and payable) and during the continuation thereof, such license shall be automatically revoked without any action required by Assignee.

(b) Any amounts received by Assignor or its agents in the performance of any acts prohibited by the terms of this Assignment, including but not limited to any amounts received by Assignor as rents, income, issues or profits from the Premises during the occurrence of an Event of Default under this Assignment, the Note, the Mortgage or any of the other Related Agreements, shall be held by Assignor as trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Assignee as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.



8. Remedies of Assignee. Upon the occurrence of any Event of Default and during the continuation thereof, Assignee in person or by agent or by court-appointed receiver may, at its option, without any action on its part being required, without in any way waiving such default, with or without the appointment of a receiver, or an application therefor:

(a) immediately and without notice to Assignor, with or without taking possession of the Property, notify tenants under the Leases or any other parties in possession of the Property to pay Rents and Profits directly to Assignee, its agent or a court-appointed receiver, and collect and receive all such Rents and Profits and apply them to the payment of:

(i) all costs and expenses incident to: taking and retaining possession of the Property, management and operation of the Property, keeping the Property properly insured and all alterations, renovations, repairs and replacements to the Property;

(ii) the indebtedness secured hereby; together with all costs and attorney's fees, in such order or priority as to any of such items as Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.

(b) commence, appear in and/or defend any action or proceedings purporting to affect the interests, rights, powers and/or duties of Assignee hereunder, whether brought by or against Assignor or Assignee;

(c) pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of Assignee may affect or appear to affect the interest of Assignee or the rights, powers and/or duties of Assignee hereunder; and

(d) take any additional actions or exercise any additional powers granted to Assignor by any law, including but not limited to Fla. Stat § 697.07.

The receipt by Assignee of any Rents and Profits pursuant to this Assignment after the institution of foreclosure proceedings under the Mortgage shall not cure any such Event of Default or affect such proceedings or any sale pursuant thereto.

9. Indemnity and Assignee's Disclaimer. Assignor shall and does hereby agree to indemnify Assignee for and to defend and hold Assignee harmless from any and all liability, loss or damage which Assignee may or might incur under the Leases or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any of such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby; and Assignor shall reimburse Assignee therefor immediately upon demand, and upon failure of Assignor to do so, Assignee may declare all sums so secured to be immediately due and payable.

This Assignment shall not be deemed or construed to constitute Assignee as mortgagee-in-possession of the Property or to obligate Assignee to take any action hereunder, to incur expenses or to perform or discharge any obligation, duty or liability hereunder or under the Leases and Assignee is not required to take possession of the Property as a condition to the assignment contained herein.

10. Waiver and Discretion. The failure of Assignee to enforce any of the terms, covenants or conditions hereof shall not be construed or deemed to be a waiver of any rights or remedies hereunder. Assignee shall have the full right, power and authority to enforce this Assignment, or any of the terms, covenants or conditions hereof, at any time or times that Assignee shall deem fit.

11. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, return receipt requested, or by express courier (such as Federal Express) for overnight delivery, to the parties at the addresses listed above or such other place or places as the parties hereto may by ten (10) days' prior written notice thereof from time to time designate for the purpose of receiving notices hereunder.

12. Performance and Release. The full repayment of the indebtedness evidenced by the Note and the performance of all of the obligations set forth in the Mortgage and the duly recorded release thereof or reconveyance of the Property described therein shall constitute a reassignment of the Leases hereby assigned to Assignee.

13. Binding Effect. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Property (or any portion thereof) and any agreement creating rights in Assignee other than those created herein shall be deemed incorporated herein by reference and made a part hereof for all purposes.

14. Actions by Assignee. Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness, without prejudice to any of its rights hereunder.

15. No Election of Remedies. Nothing herein contained and no act done or omitted by Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof.

16. Miscellaneous. In this Assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural. Neither this Assignment nor pursuit of any remedy hereunder by Assignee shall cause or constitute a merger of the interests of the tenant and the lessor under any of the Leases such that any of the Leases hereby assigned are no longer valid and binding legal obligations of the parties

executing the same. This Assignment shall be governed by and construed under the laws of the state in which the Property is located. The United States District Court for the District in which the Property is located and any court of competent jurisdiction of the State in which the Property is located shall have jurisdiction in any action, suit or other proceeding instituted to enforce the Note, the Mortgage, and this Assignment. Assignor hereby waives (a) any objections to the jurisdiction of such courts, (b) any objections to venue and (c) its right to a trial by jury in any action, proceeding or counterclaim brought by Assignee. In the event any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but only to the extent that it is invalid, illegal or unenforceable. This Assignment may not be amended or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any amendment or modification is sought.

(Signature Lines Begin on Following Page)


[SIGNATURE PAGE TO ASSIGNMENT OF RENTS AND LEASES]

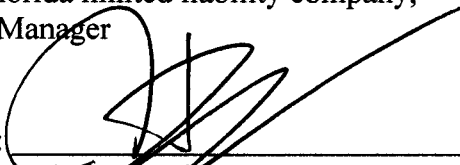
IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date first above written.


WITNESSES:

GF FINANCIAL, LLC,  
a Florida limited liability company

By: GS Debt Partners Management, LLC,  
a Florida limited liability company,  
its Manager

  
Print Name: Douglas F. Hertzler

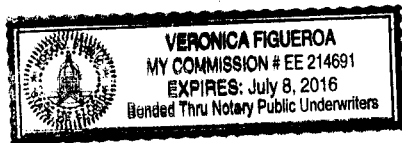
By:   
Robert D. Gries, Jr., Manager


  
Print Name: Veronica Figueroa

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 2014, by Robert D. Gries, Jr., as Manager of GS Debt Partners Management, LLC, a Florida limited liability company, as Manager of GF FINANCIAL, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced a valid driver's license as identification.



  
Notary Public  
Veronica Figueroa  
(Print, Type or Stamp Name)

My Commission Expires: July 8, 2016

**EXHIBIT A**

Legal Description

ALL OF EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION-NO IMPROVEMENTS-ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGE 126 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

ALSO DESCRIBED AS:

LOTS 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16, AND TRACT A, EXECUTIVE PARK OF VALRICO, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 107, PAGES 126 THROUGH 128, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM**

|  |                          |
|--|--------------------------|
| A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON<br>JONATHAN P. JENNEWEIN, ESQ. (800) 359-9009 |                          |
| B. Email Address   |                          |
| C. SEND ACKNOWLEDGEMENT TO:  |                          |
| Name   | HILL WARD HENDERSON      |
| Address  | 101 E. KENNEDY BOULEVARD |
| Address  | SUITE 3700               |
| City/State/Zip   | TAMPA, FLORIDA 33602     |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names**

|   |                     |                               |             |                      |                |
|---|---------------------|-------------------------------|-------------|----------------------|----------------|
| 1.a ORGANIZATION'S NAME<br>GF FINANCIAL, LLC              |                     |                               |             |                      |                |
| 1.b INDIVIDUAL'S SURNAME                                  | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX      |                      |                |
| 1.c MAILING ADDRESS Line One<br>4830 W. KENNEDY BOULEVARD |                     |                               |             |                      |                |
| This space not available.                                 |                     |                               |             |                      |                |
| MAILING ADDRESS Line Two<br>SUITE 445                     |                     | CITY<br>TAMPA                 | STATE<br>FL | POSTAL CODE<br>33609 | COUNTRY<br>USA |

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names**

|                              |                     |                               |        |             |         |
|------------------------------|---------------------|-------------------------------|--------|-------------|---------|
| 2.a ORGANIZATION'S NAME      |                     |                               |        |             |         |
| 2.b INDIVIDUAL'S SURNAME     | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |             |         |
| 2.c MAILING ADDRESS Line One |                     |                               |        |             |         |
| This space not available.    |                     |                               |        |             |         |
| MAILING ADDRESS Line Two     |                     | CITY                          | STATE  | POSTAL CODE | COUNTRY |

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)**

|  |                     |                               |             |                      |                |
|--|---------------------|-------------------------------|-------------|----------------------|----------------|
| 3.a ORGANIZATION'S NAME<br>THE BANK OF TAMPA           |                     |                               |             |                      |                |
| 3.b INDIVIDUAL'S SURNAME                               | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX      |                      |                |
| 3.c MAILING ADDRESS Line One<br>601 BAYSHORE BOULEVARD |                     |                               |             |                      |                |
| This space not available.                              |                     |                               |             |                      |                |
| MAILING ADDRESS Line Two<br>SUITE 100                  |                     | CITY<br>TAMPA                 | STATE<br>FL | POSTAL CODE<br>33606 | COUNTRY<br>USA |

**4. This FINANCING STATEMENT covers the following collateral:**

SEE SCHEDULEE TO UCC-1 FINANCING STATEMENT ATTACHED HERETO AND MADE A PART HEREOF.

5. ALTERNATE DESIGNATION (if applicable)  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  
 AG LIEN  NON-UCC FILING  SELLER/BUYER

**6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX**

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.  
 Florida Documentary Stamp Tax is not required.

**7. OPTIONAL FILER REFERENCE DATA**

5830-38/#5149451 Hillsborough County

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM – ADDENDUM**

**8. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT**

|  |                     |                               |        |
|--|---------------------|-------------------------------|--------|
| 8a. ORGANIZATION'S NAME<br>GF FINANCIAL, LLC |                     |                               |        |
| 8b. INDIVIDUAL'S SURNAME                     | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

9. MISCELLANEOUS:

**10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names**

|                               |                     |                               |                     |
|-------------------------------|---------------------|-------------------------------|---------------------|
| 10.a ORGANIZATION'S NAME      |                     |                               |                     |
| 10.b INDIVIDUAL'S SURNAME     | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX              |
| 10.c MAILING ADDRESS Line One |                     | This space not available.     |                     |
| MAILING ADDRESS Line Two      | CITY                | STATE                         | POSTAL CODE COUNTRY |

**11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (11a OR 11b)**

|   |                     |                               |                                  |
|---|---------------------|-------------------------------|----------------------------------|
| 11.a ORGANIZATION'S NAME<br>THE BANK OF TAMPA           |                     |                               |                                  |
| 11.b INDIVIDUAL'S SURNAME                               | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX                           |
| 11.c MAILING ADDRESS Line One<br>601 BAYSHORE BOULEVARD |                     | This space not available.     |                                  |
| MAILING ADDRESS Line Two<br>SUITE 100                   | CITY<br>TAMPA       | STATE<br>FL                   | POSTAL CODE COUNTRY<br>33606 USA |

12. This FINANCING STATEMENT covers  timber to be cut or as-extracted collateral, or is filed as a  fixture filing.

13. Description of real estate:

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

15. Additional collateral description:

16. Check only if applicable and check only one box.

Collateral is  Held in Trust  
 Being administered by Decedent's Personal Representative

17. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction – effective 30 years

**SCHEDULE TO UCC-FINANCING STATEMENT**

*Debtor:* GF FINANCIAL, LLC,  
a Florida limited liability company

*Secured Party:* THE BANK OF TAMPA,  
a Florida banking corporation

*Real Property:* See **Exhibit A** attached hereto and made a part hereof.

This Financing Statement covers the following types and items of property:

(a) all leasehold estate, and all right, title and interest of Debtor in and to all leases or subleases covering the real property described on **Exhibit A** attached to this Financing Statement or any portion thereof, or any guarantees of such leases or subleases, now or hereafter existing or entered into, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

(b) all right, title and interest of Debtor in and to all options to purchase or lease the real property described on **Exhibit A** attached to this Financing Statement or any portion thereof or interest therein, and any greater estate in the real property described on **Exhibit A** attached to this Financing Statement owned or hereafter acquired;

(c) all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights;

(d) any and all buildings, structures and improvements now or hereafter erected thereon, including, but not limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings, structures and improvements;

(e) all fixtures, appliances, machinery, equipment, furniture, furnishings and articles of personal property of Debtor now or hereafter affixed to, placed upon or used in connection with the operation of the real property described on **Exhibit A** attached to this Financing Statement, all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures, and appurtenances which are now or may hereafter pertain or be used with, in or on the real property described on **Exhibit A** attached to this Financing Statement, even though they may be detached or detachable and all building improvement and construction materials supplies and equipment hereafter delivered to said land contemplating installation or use in the constructions thereon and all rights and interests of Debtor in building permits and architectural plans and specifications relating to contemplated constructions or improvements on said real property described on **Exhibit A** attached to this Financing Statement and all rights and interests of Debtor in present or future mortgage loan commitments pertaining to any of said real property described on **Exhibit A** attached to this Financing Statement or improvements thereon;

(f) all awards and proceeds of condemnation for the real property described on **Exhibit A** attached to this Financing Statement or any part thereof to which Debtor is entitled for any taking of all or any part of the real property described on **Exhibit A** attached to this Financing Statement by condemnation or exercise of the right of eminent domain. All such awards and condemnation proceeds are hereby assigned to Secured Party and the Secured Party is hereby authorized, subject to the provisions contained in the mortgage, by and between the Debtor and the Secured Party, to apply such



awards and condemnation proceeds or any part thereof, after deducting therefrom any expenses incurred by the Secured Party in the collection or handling thereof, toward the payment, in full or in part, of the note made by the Debtor to the order of the Secured Party, notwithstanding the fact that the amount owing thereon may not then be due and payable;

(g) all rents, issues and profits of the real property described on Exhibit A attached to this Financing Statement and all the estate, right, title and interest of every nature whatsoever of the Debtor in and to the same;

(h) all accounts (including contract rights) and general intangibles pertaining to or arising from or in connection with all or any part of the real property described on Exhibit A attached to this Financing Statement; and

(i) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.

**EXHIBIT A**

Legal Description

ALL OF EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION-NO IMPROVEMENTS-ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGE 126 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

ALSO DESCRIBED AS:

LOTS 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16, AND TRACT A, EXECUTIVE PARK OF VALRICO, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 107, PAGES 126 THROUGH 128, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

**INSTR # 98324494**  
**OR BK 09309 PG 0853**  
RECORDED 10/29/98 02:14 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK L Evans

**This Represents the Validation Required  
Pursuant to Florida Statute 695.26.(1)(e)  
for the recordation of the following  
document in the Official Records of  
Hillsborough County, Florida**

**APPROVAL AND MITIGATION AGREEMENT**

This agreement is made and entered into by the Executive Director of the Environmental Protection Commission of Hillsborough County pursuant to Chapter 84-446, Laws of Florida, and \_\_\_\_\_  
Jim Antunano, D.V.M., owner of the following described property (location of mitigation area(s) and/or Conservation Easement, include description, address, folio, section, township, range)

Site Address 1102 East Bloomingdale Avenue, Valrico, Florida 33594  
 Legal Description The Southeast ¼ of the Southwest ¼ of the Southwest ¼ of Section 1, Township 30S , Range 20E Hillsborough County, Florida Less road right of way  
 Folio #73151 0100  
 Total wetland impact for entrance road is 0 02 Acre Wetland mitigation creation of 0 03 Acre of herbaceous material on the south side of the existing wetland on site

And in consideration of the Executive Director's authorization to develop or impact the wetland(s) located on (location of area(s) to be developed or impacted, include description, address, folio, section, township, range)

Site Address 1102 East Bloomingdale Avenue, Valrico, Florida 33594  
 Legal Description The Southeast ¼ of the Southwest ¼ of the Southwest ¼ of Section 1, Township 30S , Range 20E Hillsborough County, Florida Less road right of way  
 Folio #73151 0100  
 Total wetland impact for entrance road is 0 02 Acre Wetland mitigation creation of 0 03 Acre of herbaceous material on the south side of the existing wetland on site

as described in Bloomingdale Commercial Center \_\_\_\_\_, owner agrees  
 (project name)

- (a) to perform or construct the mitigation on property identified first above according to the specifications of the approved plan (Plan), identified as Bloomingdale Commercial Center (plan name) and kept on file with the Commission,
- (b) to perform the monitoring as required and any corrections or modifications to the mitigation in order to achieve the success specifications agreed upon in the Plan,
- (c) to notify in writing the Director of the Ecosystems Management Department of the exact start and completion dates for approved disturbances and for the construction of mitigation areas,
- (d) to give actual notice of this Mitigation Agreement and any Conservation Easement to any purchaser of the mitigation area and/or area of the Conservation Easement,
- (e) to specifically retain the right to complete the terms of the Mitigation Agreement in the event of sale of the mitigation area, or to otherwise provide for the satisfactory completion of the terms of the Plan pursuant to this Mitigation Agreement, by written agreement acceptable to the Executive Director,
- (f) to provide public notice of the Commission's interest to the mitigation areas at its own expense, by (i) executing and recording a Conservation Easement over the mitigation area to the Commission, (ii) recording this Mitigation Agreement, or by (iii) appropriate notation on the plat, and (please indicate which methods of public notice will be used by crossing out those not applicable)

(g) owner agrees to provide prior to commencing the proposed impact of this project, a Irrevocable Standby Letter of Credit or equivalent financial security for the implementation term of the Plan, in the amount of \$ N/A, to ensure compliance with this agreement and the Plan

In recognition that the proposed impact to the wetland is necessary to the reasonable use of the owner's property, and in consideration of the agreement to complete the mitigation according to the specifications of the Plan and as agreed above, the Executive Director has determined that the proposed Plan would provide adequate protection of the environmental benefits and hereby gives authorization to the owner to impact the wetland as proposed, conditioned upon the specifications of that proposal and this agreement

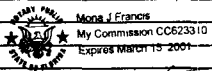
It is agreed that **THIS AUTHORIZATION WILL EXPIRE ON** May 20, 1999, however, if any impact to the wetland identified above has occurred prior to that time pursuant to this authorization, the Plan shall be implemented in its entirety Failure to comply with the terms of this agreement or to implement the Plan according to its specifications shall be a violation of Chapter 84-446, Laws of Florida and enforceable accordingly, as well as by action on the contract

10-15-98  
Date  
Jim Antunano DPM.  
Owner/Agent Signature & Title  
(If by agent, Power of Attorney required)  
1102 E. BLOOMINGDALE AVE  
Mailing Address (Corporate Seal)

State of Florida  
County of Hillsborough

The signature on the foregoing instrument was acknowledged before me this 10/15th/98 (date) by DR. Jim Antunano (name or officer or agent, title/or officer/or agent), of (name of corporation), a (state or place of incorporation) corporation, on behalf of the corporation He/she is personally known to me or produced (type of ID) as identification, and who did not take an oath

Mona J. Francis (Notary's Signature)  
(Notary's Name-typed, printed or stamped) (Notary Seal)  
(Title or rank)  
(Serial number, if any)  
(Date Commission Expires)



10/26/98  
Date  
Roger P. Stewart  
Roger P. Stewart, Executive Director  
Environmental Protection Commission  
of Hillsborough County  
1900 Ninth Avenue  
Tampa, Florida 33605

Prepared by Sara M Fotopulos, Chief Counsel  
Return to Environmental Protection Commission  
1900 9th Avenue  
Tampa, Florida 33605  
Attn: Kathy Fisher  
(corporation)

# EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION - NO IMPROVEMENTS

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK 107

PAGE 126

**LEGAL DESCRIPTION:**

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS ROAD RIGHT-OF-WAY, OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 1; RUN THENCE NORTH 89°54'44" WEST (BASIS OF BEARINGS), ALONG THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 1, 1350.93 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE NORTH 00°09'07" WEST, ALONG THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, 48.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BLOOMINGDALE AVENUE PER HILLSBOROUGH COUNTY RIGHT-OF-WAY MAPS (PROJECT NO. 94-126-R) AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 89°54'44" WEST, 138.79 FEET; THENCE (2) NORTH 88°11'14" WEST, 290.77 FEET; THENCE (3) SOUTH 89°10'04" WEST, 245.97 FEET TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG SAID WEST BOUNDARY, NORTH 00°01'19" WEST, 609.45 FEET; THENCE SOUTH 89°50'30" EAST, ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, 673.97 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; AND THENCE ALONG EAST BOUNDARY, SOUTH 00°09'07" EAST, 613.42 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 9.44 ACRES, MORE OR LESS.

**PLAT NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE GRID BEARING OF NORTH 89°54'44" WEST FOR THE SOUTH BOUNDARY LINE OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND ARE TIED TO THE FLORIDA COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTED 1990. X-Y COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO SAID FLORIDA COORDINATE SYSTEM. COORDINATES HAVE BEEN ESTABLISHED TO A MINIMUM OF THIRD ORDER ACCURACY AND ARE SUPPLEMENTAL DATA ONLY. ORIGINATING COORDINATES: HILLSBOROUGH COUNTY CONTROL STATIONS "LIMON A" AND "BH C".
2. SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION OF WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING; THE DEVELOPMENT SERVICES DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS FOR DEVELOPMENT.
3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY.
4. THE WETLAND CONSERVATION AREA SHALL BE RETAINED IN A NATURAL STATE PURSUANT TO HILLSBOROUGH COUNTY, FL. LAND DEVELOPMENT CODE (LDC) AS AMENDED: THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 84-446; AND CHAPTER 1-11, RULES OF THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION COMMISSION. IN ADDITION, A 30 FOOT SET-BACK FROM THE WETLAND CONSERVATION AREA IS REQUIRED AND SHALL CONFORM TO THE PROVISIONS STIPULATED WITHIN THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE.

**BOARD OF COUNTY COMMISSIONERS:**

THIS PLAT HAS BEEN APPROVED FOR RECORDATION

CHAIRMAN Jim Deussen DATE 1/23/06

**CLERK OF CIRCUIT COURT:**

COUNTY OF HILLSBOROUGH, STATE OF FLORIDA

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM, OF CHAPTER 177, PART I, OF FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK 107 PAGE 126 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY Pat Frank CLERK OF CIRCUIT COURT BY Cynthia Biss DEPUTY CLERK

THIS 24 DAY OF JANUARY, 20 06 TIME 10:23AM

CLERK FILE NUMBER 2006040580



**SUBDIVIDER/DEDICATION:**

THE UNDERSIGNED AS OWNER, MORTGAGEE, OR OTHER PERSON, CORPORATION OR ENTITY HAVING A RECORD INTEREST IN THE LANDS HEREIN DESCRIBED WHICH ARE TO BE SUBDIVIDED AND PLATTED INTO THE SUBDIVISION OF "EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION - NO IMPROVEMENTS" HEREBY DEDICATES THIS PLAT FOR RECORD.

THE PRIVATE INGRESS/EGRESS, UTILITY AND DRAINAGE EASEMENT LYING WITHIN PARCEL A, THE PRIVATE 5.00 FOOT UTILITY EASEMENTS, AND THE PRIVATE 10.00 FOOT DRAINAGE EASEMENT ARE HEREBY RESERVED BY THE OWNER FOR CONVEYANCE TO A LOT OWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION.

FEE INTEREST IN PARCEL A (COMMON AREA) IS HEREBY RESERVED BY THE OWNER FOR CONVEYANCE TO A LOT OWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION.

IT IS THE INTENT OF THE UNDERSIGNED OWNER THAT A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE PRIVATE ROADS AND RIGHTS-OF-WAY WITHIN PARCEL A AS SHOWN HEREON IS HEREBY CREATED FOR ALL PROVIDERS OF FIRE EMERGENCY, EMERGENCY MEDICAL AND OTHER EMERGENCY RESPONSE, MAIL, PACKAGE DELIVERY, SOLID WASTE/SANITATION, AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES FOR INGRESS AND EGRESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION.

THE UNDERSIGNED ALSO HEREBY CONFIRMS THE LIMITS OF THE PUBLIC RIGHT-OF-WAY AS SHOWN HEREON.

**JAMES ANTUNANO MANAGEMENT CORPORATION, A FLORIDA CORPORATION - OWNER**

James Antunano JAMES ANTUNANO, PRESIDENT Will D. Weg WITNESS J.P. K... WITNESS

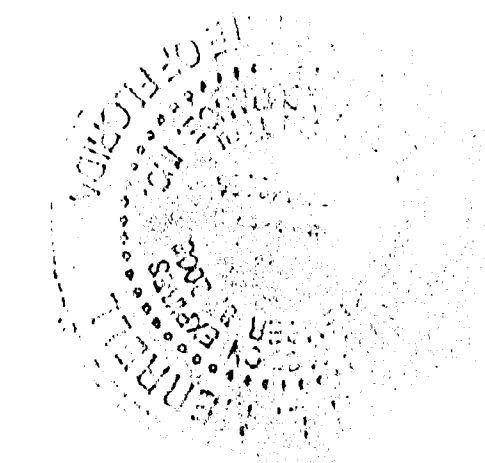
**ACKNOWLEDGEMENT:**

COUNTY OF HILLSBOROUGH, STATE OF FLORIDA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21 DAY OF December, 20 05 BY JAMES ANTUNANO, PRESIDENT, JAMES ANTUNANO MANAGEMENT CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED PERSONAL IDENTIFICATION AND WHO DID TAKE AN OATH.

**NOTARY PUBLIC:**

SIGN Joann L. Merrell SEAL  
PRINT Joann L. Merrell  
TITLE Secretary  
SERIAL NUMBER DD 343636  
COMMISSION EXPIRES Sept. 8, 2008



**PLAT APPROVAL:**

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER CONFORMITY. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

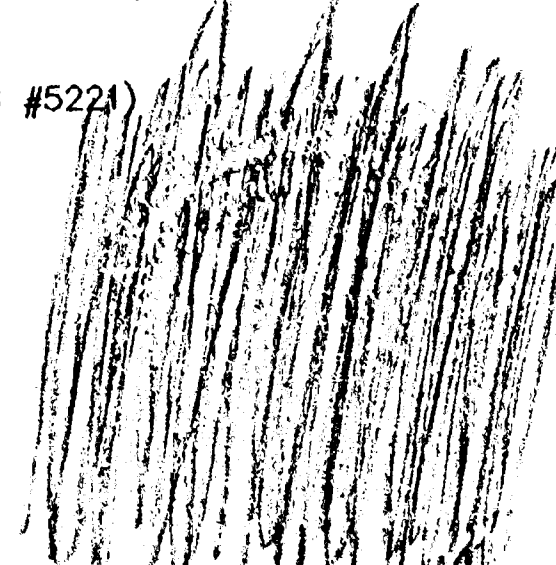
REVIEWED BY: [Signature]  
FLORIDA PROFESSIONAL SURVEYOR & MAPPER, LICENSE # 3840  
COUNTY SURVEYING DIVISION, REAL ESTATE DEPARTMENT, HILLSBOROUGH COUNTY

**SURVEYOR'S CERTIFICATE:**

I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED; THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.s) WERE SET ON THE 14TH DAY OF NOVEMBER, 2005, AND LOT CORNERS HAVE BEEN SET AS SHOWN HEREON.

CERTIFIED BY Walter C. Sherrill, Jr. PSM #4803  
WALTER C. SHERRILL, JR.

BROOKS AND AMADEN, INC. (LB #5221)



**ba** **BROOKS AND AMADEN, INC.**  
civil engineering • land surveying  
205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510  
P: 813-653-1125 • F: 813-653-1679 • www.brooks-amaden.com  
State of Florida, D.B.P.R. Certificate of Auth. #5221  
Path: P:\977-01\Dwg\Plat\97701Plat-Pg1.dwg  
Plot Date: 11-15-05

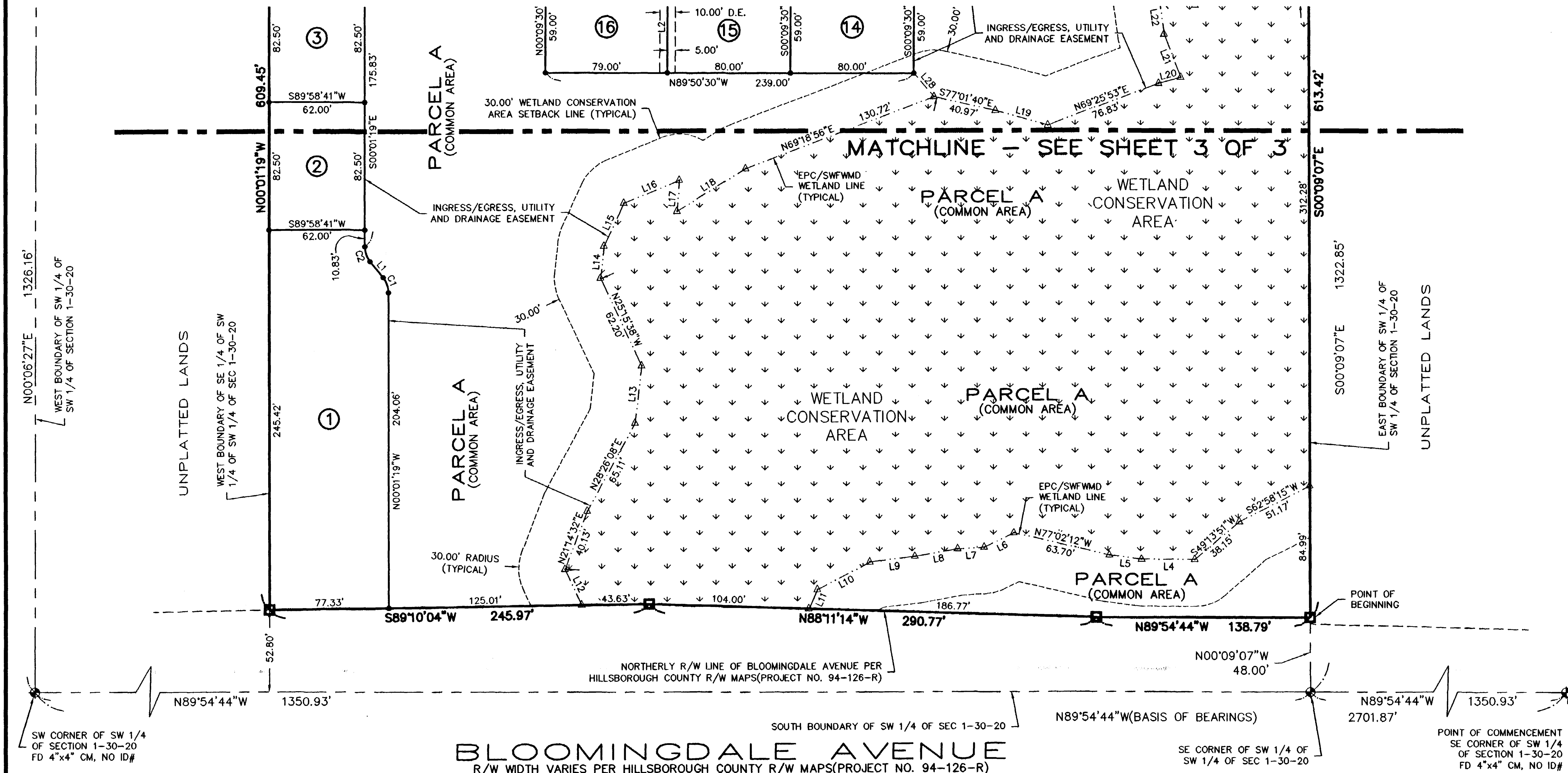


# EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION - NO IMPROVEMENTS

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK 107

PAGE 127



SW CORNER OF SW 1/4 OF SECTION 1-30-20  
FD 4"x4" CM, NO ID#

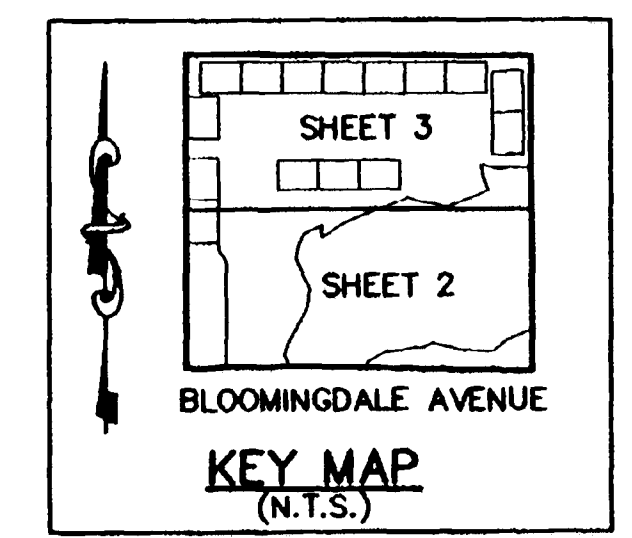
POINT OF COMMENCEMENT  
SE CORNER OF SW 1/4 OF SECTION 1-30-20  
FD 4"x4" CM, NO ID#

**LEGEND**

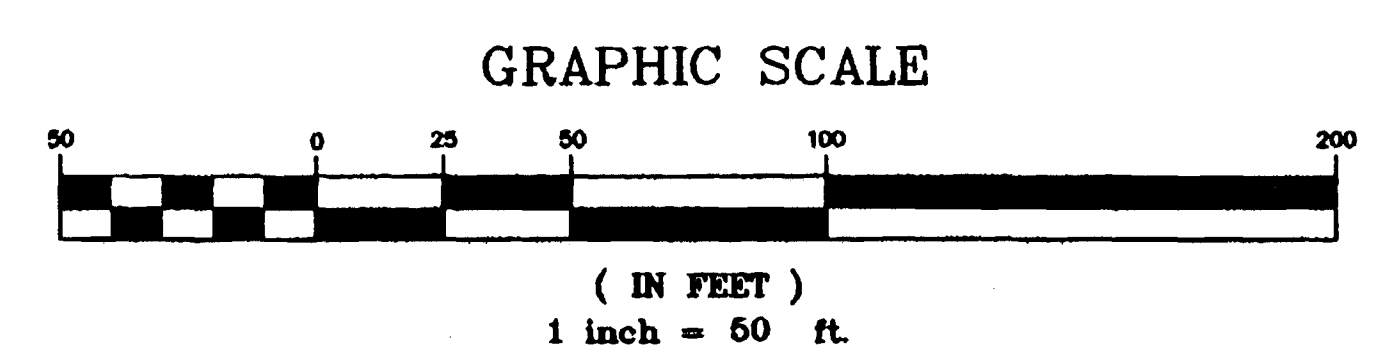
- SET PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT, LB #5221
- FD FOUND
- CM CONCRETE MONUMENT
- R/W RIGHT-OF-WAY
- RAD RADIUS
- ID IDENTIFICATION
- FCS FLORIDA COORDINATE SYSTEM
- SEC SECTION
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- N.T.S. NOT TO SCALE
- ▲ WETLAND POINT
- EPC ENVIRONMENTAL PROTECTION COMMISSION
- SWFWM SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
- LOT CORNER, SET CAPPED 1/2" IRON ROD, LB #5221
- ◆ SECTION CORNER
- ① LOT NUMBER

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 13.50' | N39°18'07"W |
| L2         | 59.00' | S00°09'30"W |
| L4         | 34.58' | N89°16'50"W |
| L5         | 21.15' | N82°41'24"W |
| L6         | 21.29' | S64°44'01"W |
| L7         | 17.32' | S86°46'52"W |
| L8         | 28.12' | S79°45'29"W |
| L9         | 29.55' | S83°22'55"W |
| L10        | 39.31' | S62°42'37"W |
| L11        | 13.30' | S24°33'42"W |
| L12        | 25.44' | N25°16'41"W |
| L13        | 37.30' | N06°26'51"E |
| L14        | 21.09' | N06°06'11"E |
| L15        | 30.58' | N24°48'41"E |
| L16        | 38.84' | N67°55'10"E |
| L17        | 20.06' | S04°24'01"W |
| L18        | 52.56' | N58°11'30"E |
| L19        | 35.26' | S74°51'23"E |
| L20        | 14.81' | N75°35'58"E |
| L21        | 29.95' | N21°15'11"W |
| L22        | 23.39' | N08°20'12"W |
| L28        | 20.17' | S41°10'02"E |

| CURVE TABLE |        |        |           |         |        |             |
|-------------|--------|--------|-----------|---------|--------|-------------|
| CURVE       | LENGTH | RADIUS | DELTA     | TANGENT | CHORD  | BEARING     |
| C1          | 10.28' | 15.00' | 39°16'48" | 5.35'   | 10.08' | N19°39'43"W |
| C2          | 10.28' | 15.00' | 39°16'48" | 5.35'   | 10.08' | S19°39'43"E |



NOTE: PARCEL A IS COMPRISED OF ALL LANDS SHOWN HEREON EXCLUDING LOTS 1 THROUGH 16. PARCEL A INCLUDES THE WETLAND CONSERVATION AREA. THE INGRESS/EGRESS, UTILITY AND DRAINAGE EASEMENTS SHOWN HEREON COVER ALL OF PARCEL A EXCEPT FOR THE WETLAND CONSERVATION AREAS AS SHOWN HEREON.



**BROOKS AND AMADEN, INC.**  
civil engineering • land surveying

205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510  
P: 813-653-1125 • F: 813-653-1679 • www.brooks-amaden.com  
State of Florida, D.B.P.R. Certificate of Auth. #5221  
Path: P:\977-01\Dwg\Plat\97701Plat-Mstr.dwg  
Plot Date: 11-15-05

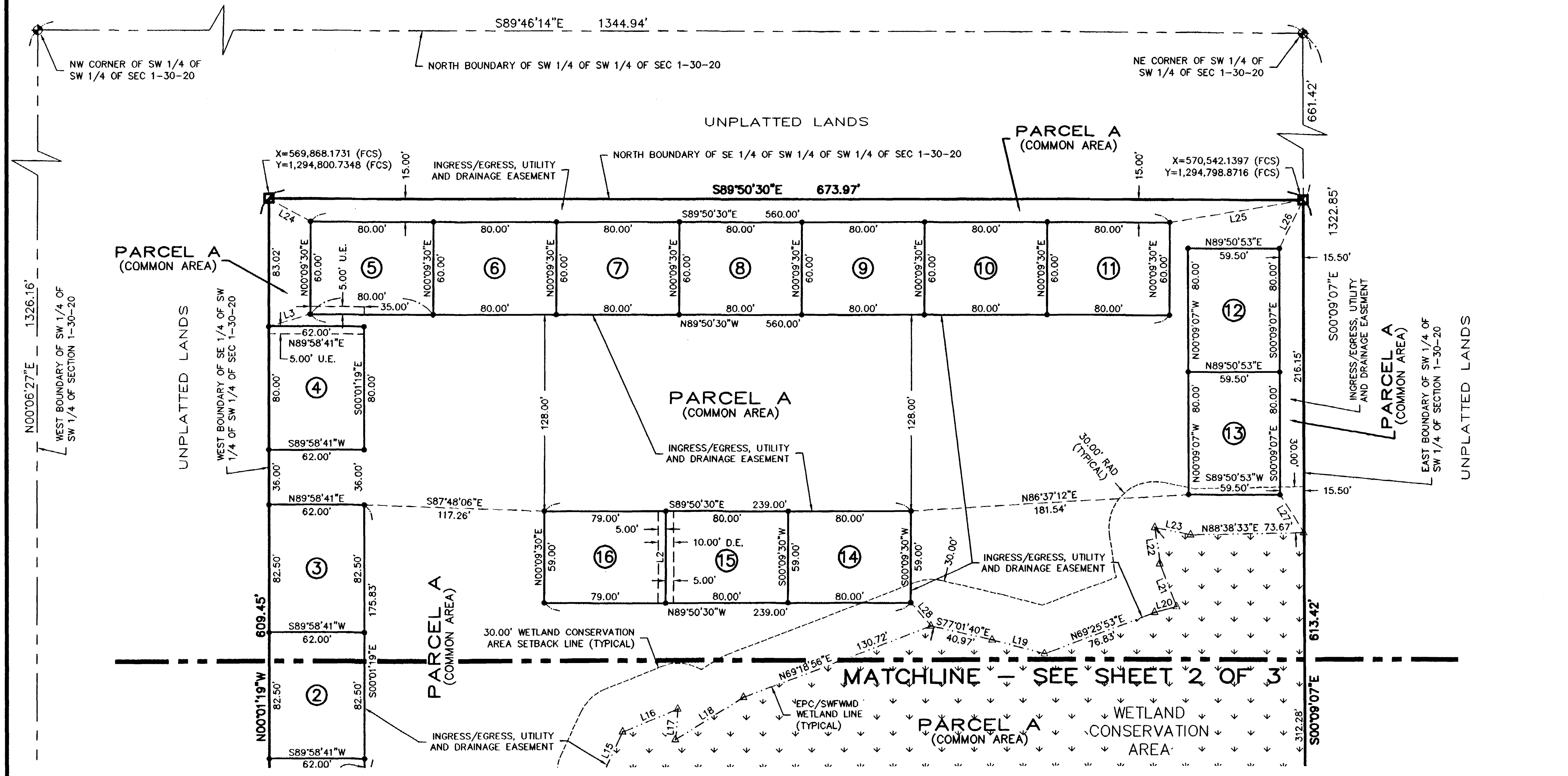
SHEET 2 OF 3

# EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION - NO IMPROVEMENTS

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK 107

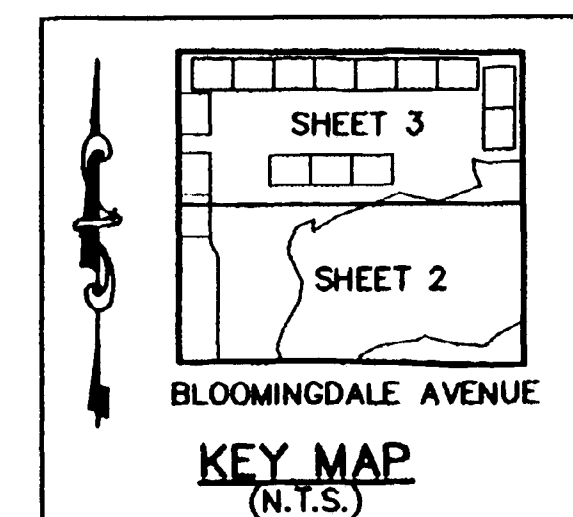
PAGE 128



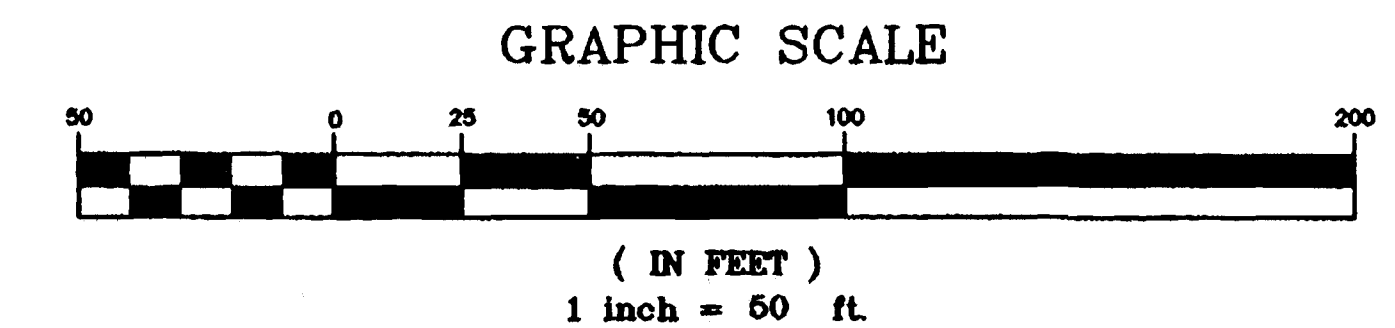
### LEGEND

- SET PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT, LB #5221
- FD FOUND
- CM CONCRETE MONUMENT
- R/W RIGHT-OF-WAY
- RAD RADIUS
- ID IDENTIFICATION
- FCS FLORIDA COORDINATE SYSTEM
- SEC SECTION
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- N.T.S. NOT TO SCALE
- ▲ WETLAND POINT
- △ EPC ENVIRONMENTAL PROTECTION COMMISSION
- SWFWMD SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
- LOT CORNER, SET CAPPED 1/2" IRON ROD, LB #5221
- ◆ SECTION CORNER
- ① LOT NUMBER

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L2         | 59.00' | S00°09'30"W |
| L3         | 28.13' | N73°35'14"E |
| L15        | 30.58' | N24°48'41"E |
| L16        | 38.84' | N67°55'10"E |
| L17        | 20.06' | S04°24'01"W |
| L18        | 52.56' | N58°11'30"E |
| L19        | 35.26' | S74°51'23"E |
| L20        | 14.81' | N75°35'58"E |
| L21        | 29.95' | N21°15'11"W |
| L22        | 23.39' | N08°20'12"W |
| L23        | 24.00' | S78°37'33"E |
| L24        | 31.08' | S60°59'04"E |
| L25        | 88.04' | N80°20'53"E |
| L26        | 35.01' | S26°07'34"W |
| L27        | 29.21' | S32°12'05"E |
| L28        | 20.17' | S41°10'02"E |



NOTE: PARCEL A IS COMPRISED OF ALL LANDS SHOWN HEREON EXCLUDING LOTS 1 THROUGH 16. PARCEL A INCLUDES THE WETLAND CONSERVATION AREA. THE INGRESS/EGRESS, UTILITY AND DRAINAGE EASEMENTS SHOWN HEREON COVER ALL OF PARCEL A EXCEPT FOR THE WETLAND CONSERVATION AREAS AS SHOWN HEREON.



**BROOKS AND AMADEN, INC.**  
civil engineering • land surveying  
205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510  
P: 813-653-1125 • F: 813-653-1679 • www.brooks-andaden.com  
State of Florida, D.B.P.R. Certificate of Auth. #5221  
Path: P:\977-01\Dwg\Plat\97701Plat-Mstr.dwg  
Plot Date: 11-15-05

SHEET 3 OF 3





For Customer Service, please call 813.635.5200

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

Account No. A0731769034

- E-Check - A FREE electronic payment from your checking account
- Credit Card - 2.35% fee is charged



|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Property Location  
BLOOMINGDALE AV,  
VALRICO,  
33596

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

Legal Description:  
EXECUTIVE PARK OF VALRICO  
TRACT A-COMMON AREA

Ad-Valorem Taxes

Tax District U

Keep this portion for your records.  
WALK-IN CUSTOMERS PLEASE BRING FOR YOUR RECEIPT

| Taxing Authority            | Telephone    | Millage | Assessed Value | Exemption | Taxable Value | Tax Amount |
|-----------------------------|--------------|---------|----------------|-----------|---------------|------------|
| COUNTY OPERATING            | 813-272-5890 | 5.7322  | 514,235        | 0         | 514,235       | 2,947.70   |
| ENVIRONMENTAL LAND          | 813-272-5890 | 0.0604  | 514,235        | 0         | 514,235       | 31.06      |
| COUNTY M.S.T.U.             | 813-272-5890 | 4.3745  | 514,235        | 0         | 514,235       | 2,249.52   |
| LIBRARY-SERVICE             | 813-273-3660 | 0.5583  | 514,235        | 0         | 514,235       | 287.10     |
| PARK BONDS - UNINCORPORATED | 813-272-5890 | 0.0259  | 514,235        | 0         | 514,235       | 13.32      |
| SCHOOL - LOCAL              | 813-272-4064 | 2.2480  | 514,235        | 0         | 514,235       | 1,156.00   |
| SCHOOL - STATE              | 813-272-4064 | 4.9990  | 514,235        | 0         | 514,235       | 2,570.66   |
| PORT AUTHORITY              | 813-905-5132 | 0.1550  | 514,235        | 0         | 514,235       | 79.71      |
| HILLS CO TRANSIT AUTHORITY  | 813-623-5835 | 0.5000  | 514,235        | 0         | 514,235       | 257.12     |
| CHILDRENS BOARD             | 813-229-2884 | 0.4589  | 514,235        | 0         | 514,235       | 235.98     |
| WATER MANAGEMENT            | 800-423-1476 | 0.3488  | 514,235        | 0         | 514,235       | 179.37     |

|                        |             |
|------------------------|-------------|
| Total Millage          | 19.4610     |
| Total Ad Valorem Taxes | \$10,007.54 |

Non-Ad Valorem Assessments

| Authority             | Telephone  | Amount   |
|-----------------------|------------|----------|
| STORMWATER MANAGEMENT | 8132725641 | 1,832.44 |

|                                  |             |
|----------------------------------|-------------|
| Total Non-Ad Valorem Assessments | \$1,832.44  |
| Combined Taxes & Assessments     | \$11,839.98 |

Account No. A0731769034

Tax District U

Escrow

Assessed Value

514,235

EXECUTIVE PARK OF VALRICO  
TRACT A-COMMON AREA

Detach this portion and  
return it with your payment.

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Make checks payable in US funds to:

Doug Belden, Tax Collector  
PO Box 30012  
Tampa FL 33630-3012

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583



Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

For Customer Service, please call 813.635.5200

**Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)**

Account No. A0731769002

- E-Check - A FREE electronic payment from your checking account
- Credit Card - 2.35% fee is charged



|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

**Property Location**  
1102 BLOOMINGDALE AV,  
VALRICO,  
33596

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

**Legal Description:**  
EXECUTIVE PARK OF VALRICO  
LOT 1

**Ad-Valorem Taxes**

**Tax District U**

Keep this portion for your records.  
WALK-IN CUSTOMERS PLEASE BRING FOR YOUR RECEIPT

| Taxing Authority            | Telephone    | Millage | Assessed Value | Exemption | Taxable Value | Tax Amount |
|-----------------------------|--------------|---------|----------------|-----------|---------------|------------|
| COUNTY OPERATING            | 813-272-5890 | 5.7322  | 547,533        | 0         | 547,533       | 3,138.57   |
| ENVIRONMENTAL LAND          | 813-272-5890 | 0.0604  | 547,533        | 0         | 547,533       | 33.07      |
| COUNTY M.S.T.U.             | 813-272-5890 | 4.3745  | 547,533        | 0         | 547,533       | 2,395.18   |
| LIBRARY-SERVICE             | 813-273-3660 | 0.5583  | 547,533        | 0         | 547,533       | 305.69     |
| PARK BONDS - UNINCORPORATED | 813-272-5890 | 0.0259  | 547,533        | 0         | 547,533       | 14.18      |
| SCHOOL - LOCAL              | 813-272-4064 | 2.2480  | 547,533        | 0         | 547,533       | 1,230.85   |
| SCHOOL - STATE              | 813-272-4064 | 4.9990  | 547,533        | 0         | 547,533       | 2,737.12   |
| PORT AUTHORITY              | 813-905-5132 | 0.1550  | 547,533        | 0         | 547,533       | 84.87      |
| HILLS CO TRANSIT AUTHORITY  | 813-623-5835 | 0.5000  | 547,533        | 0         | 547,533       | 273.77     |
| CHILDRENS BOARD             | 813-229-2884 | 0.4589  | 547,533        | 0         | 547,533       | 251.26     |
| WATER MANAGEMENT            | 800-423-1476 | 0.3488  | 547,533        | 0         | 547,533       | 190.98     |

|                        |             |
|------------------------|-------------|
| Total Millage          | 19.4610     |
| Total Ad Valorem Taxes | \$10,655.54 |

**Non-Ad Valorem Assessments**

| Authority             | Telephone  | Amount |
|-----------------------|------------|--------|
| STORMWATER MANAGEMENT | 8132725641 | 123.68 |

|                                  |             |
|----------------------------------|-------------|
| Total Non-Ad Valorem Assessments | \$123.68    |
| Combined Taxes & Assessments     | \$10,779.22 |

Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Account No. A0731769002

Tax District U

Escrow

Assessed Value

547,533

EXECUTIVE PARK OF VALRICO  
LOT 1

Detach this portion and return it with your payment.

**Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)**

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

**Make checks payable in US funds to:**

Doug Belden, Tax Collector  
PO Box 30012  
Tampa FL 33630-3012

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583



Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

For Customer Service, please call 813.635.5200

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

Account No. A0731769008

- E-Check - A FREE electronic payment from your checking account
- Credit Card - 2.35% fee is charged



|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Property Location  
1120 BLOOMINGDALE AV,  
VALRICO,  
33596

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

Legal Description:  
EXECUTIVE PARK OF VALRICO  
LOT 4

**Ad-Valorem Taxes** Tax District U

Keep this portion for your records. WALK-IN CUSTOMERS PLEASE BRING FOR YOUR RECEIPT

| Taxing Authority            | Telephone    | Millage | Assessed Value | Exemption | Taxable Value | Tax Amount |
|-----------------------------|--------------|---------|----------------|-----------|---------------|------------|
| COUNTY OPERATING            | 813-272-5890 | 5.7322  | 22,915         | 0         | 22,915        | 131.35     |
| ENVIRONMENTAL LAND          | 813-272-5890 | 0.0604  | 22,915         | 0         | 22,915        | 1.38       |
| COUNTY M.S.T.U.             | 813-272-5890 | 4.3745  | 22,915         | 0         | 22,915        | 100.24     |
| LIBRARY-SERVICE             | 813-273-3660 | 0.5583  | 22,915         | 0         | 22,915        | 12.79      |
| PARK BONDS - UNINCORPORATED | 813-272-5890 | 0.0259  | 22,915         | 0         | 22,915        | 0.59       |
| SCHOOL - LOCAL              | 813-272-4064 | 2.2480  | 39,680         | 0         | 39,680        | 89.20      |
| SCHOOL - STATE              | 813-272-4064 | 4.9990  | 39,680         | 0         | 39,680        | 198.36     |
| PORT AUTHORITY              | 813-905-5132 | 0.1550  | 22,915         | 0         | 22,915        | 3.55       |
| HILLS CO TRANSIT AUTHORITY  | 813-623-5835 | 0.5000  | 22,915         | 0         | 22,915        | 11.46      |
| CHILDRENS BOARD             | 813-229-2884 | 0.4589  | 22,915         | 0         | 22,915        | 10.52      |
| WATER MANAGEMENT            | 800-423-1476 | 0.3488  | 22,915         | 0         | 22,915        | 7.99       |

|                        |          |
|------------------------|----------|
| Total Millage          | 19.4610  |
| Total Ad Valorem Taxes | \$567.43 |

**Non-Ad Valorem Assessments**

| Authority           | Telephone          | Amount |
|---------------------|--------------------|--------|
| CAU06101 WATER DEPT | 8132725977. ext. 4 | 866.74 |

|                                  |            |
|----------------------------------|------------|
| Total Non-Ad Valorem Assessments | \$866.74   |
| Combined Taxes & Assessments     | \$1,434.17 |

**Doug Belden, Hillsborough County Tax Collector** 2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

|                                    |                |        |                       |
|------------------------------------|----------------|--------|-----------------------|
| Account No. A0731769008            | Tax District U | Escrow | Assessed Value 22,915 |
| EXECUTIVE PARK OF VALRICO<br>LOT 4 |                |        |                       |

Detach this portion and return it with your payment.

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Make checks payable in US funds to:

Doug Belden, Tax Collector  
PO Box 30012  
Tampa FL 33630-3012

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583



For Customer Service, please call 813.635.5200

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

Account No. A0731769010

- E-Check - A FREE electronic payment from your checking account
- Credit Card - 2.35% fee is charged



|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Property Location  
1108 E BLOOMINGDALE AV,  
VALRICO,  
33596

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

Legal Description:  
EXECUTIVE PARK OF VALRICO  
LOT 5

Ad-Valorem Taxes

Tax District U

| Taxing Authority            | Telephone    | Millage | Assessed Value | Exemption | Taxable Value | Tax Amount |
|-----------------------------|--------------|---------|----------------|-----------|---------------|------------|
| COUNTY OPERATING            | 813-272-5890 | 5.7322  | 22,176         | 0         | 22,176        | 127.12     |
| ENVIRONMENTAL LAND          | 813-272-5890 | 0.0604  | 22,176         | 0         | 22,176        | 1.34       |
| COUNTY M.S.T.U.             | 813-272-5890 | 4.3745  | 22,176         | 0         | 22,176        | 97.01      |
| LIBRARY-SERVICE             | 813-273-3660 | 0.5583  | 22,176         | 0         | 22,176        | 12.38      |
| PARK BONDS - UNINCORPORATED | 813-272-5890 | 0.0259  | 22,176         | 0         | 22,176        | 0.57       |
| SCHOOL - LOCAL              | 813-272-4064 | 2.2480  | 38,400         | 0         | 38,400        | 86.32      |
| SCHOOL - STATE              | 813-272-4064 | 4.9990  | 38,400         | 0         | 38,400        | 191.96     |
| PORT AUTHORITY              | 813-905-5132 | 0.1550  | 22,176         | 0         | 22,176        | 3.44       |
| HILLS CO TRANSIT AUTHORITY  | 813-623-5835 | 0.5000  | 22,176         | 0         | 22,176        | 11.09      |
| CHILDRENS BOARD             | 813-229-2884 | 0.4589  | 22,176         | 0         | 22,176        | 10.18      |
| WATER MANAGEMENT            | 800-423-1476 | 0.3488  | 22,176         | 0         | 22,176        | 7.73       |

Keep this portion for your records.  
WALK-IN CUSTOMERS PLEASE BRING FOR YOUR RECEIPT

|                        |          |
|------------------------|----------|
| Total Millage          | 19.4610  |
| Total Ad Valorem Taxes | \$549.14 |

Non-Ad Valorem Assessments

| Authority             | Telephone          | Amount |
|-----------------------|--------------------|--------|
| CAU06101 WATER DEPT   | 8132725977. ext. 4 | 866.74 |
| STORMWATER MANAGEMENT | 8132725641         | 96.00  |

|                                  |            |
|----------------------------------|------------|
| Total Non-Ad Valorem Assessments | \$962.74   |
| Combined Taxes & Assessments     | \$1,511.88 |

Account No. A0731769010

Tax District U

Escrow

Assessed Value

22,176

EXECUTIVE PARK OF VALRICO  
LOT 5

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Detach this portion and return it with your payment.

Make checks payable in US funds to:

Doug Belden, Tax Collector  
PO Box 30012  
Tampa FL 33630-3012

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583



Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

For Customer Service, please call 813.635.5200

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

Account No. A0731769012

- E-Check - A FREE electronic payment from your checking account
- Credit Card - 2.35% fee is charged



|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Property Location  
1132 BLOOMINGDALE AV,  
VALRICO,  
33596

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

Legal Description:  
EXECUTIVE PARK OF VALRICO  
LOT 6

Ad-Valorem Taxes

Tax District U

| Taxing Authority            | Telephone    | Millage | Assessed Value | Exemption | Taxable Value | Tax Amount |
|-----------------------------|--------------|---------|----------------|-----------|---------------|------------|
| COUNTY OPERATING            | 813-272-5890 | 5.7322  | 22,176         | 0         | 22,176        | 127.12     |
| ENVIRONMENTAL LAND          | 813-272-5890 | 0.0604  | 22,176         | 0         | 22,176        | 1.34       |
| COUNTY M.S.T.U.             | 813-272-5890 | 4.3745  | 22,176         | 0         | 22,176        | 97.01      |
| LIBRARY-SERVICE             | 813-273-3660 | 0.5583  | 22,176         | 0         | 22,176        | 12.38      |
| PARK BONDS - UNINCORPORATED | 813-272-5890 | 0.0259  | 22,176         | 0         | 22,176        | 0.57       |
| SCHOOL - LOCAL              | 813-272-4064 | 2.2480  | 38,400         | 0         | 38,400        | 86.32      |
| SCHOOL - STATE              | 813-272-4064 | 4.9990  | 38,400         | 0         | 38,400        | 191.96     |
| PORT AUTHORITY              | 813-905-5132 | 0.1550  | 22,176         | 0         | 22,176        | 3.44       |
| HILLS CO TRANSIT AUTHORITY  | 813-623-5835 | 0.5000  | 22,176         | 0         | 22,176        | 11.09      |
| CHILDRENS BOARD             | 813-229-2884 | 0.4589  | 22,176         | 0         | 22,176        | 10.18      |
| WATER MANAGEMENT            | 800-423-1476 | 0.3488  | 22,176         | 0         | 22,176        | 7.73       |

Keep this portion for your records.  
WALK-IN CUSTOMERS PLEASE BRING FOR YOUR RECEIPT

|                        |          |
|------------------------|----------|
| Total Millage          | 19.4610  |
| Total Ad Valorem Taxes | \$549.14 |

Non-Ad Valorem Assessments

| Authority           | Telephone          | Amount |
|---------------------|--------------------|--------|
| CAU06101 WATER DEPT | 8132725977. ext. 4 | 866.74 |

|                                  |            |
|----------------------------------|------------|
| Total Non-Ad Valorem Assessments | \$866.74   |
| Combined Taxes & Assessments     | \$1,415.88 |

Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Account No. A0731769012

Tax District U

Escrow

Assessed Value

22,176

EXECUTIVE PARK OF VALRICO  
LOT 6

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Detach this portion and return it with your payment.

Make checks payable in US funds to:

Doug Belden, Tax Collector  
PO Box 30012  
Tampa FL 33630-3012

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583



Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

For Customer Service, please call 813.635.5200

**Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)**

Account No. A0731769014

- E-Check - A FREE electronic payment from your checking account
- Credit Card - 2.35% fee is charged



|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

**Property Location**  
1138 BLOOMINGDALE AV,  
VALRICO,  
33596

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

**Legal Description:**  
EXECUTIVE PARK OF VALRICO  
LOT 7

**Ad-Valorem Taxes** **Tax District U**

Keep this portion for your records.  
WALK-IN CUSTOMERS PLEASE BRING FOR YOUR RECEIPT

| Taxing Authority            | Telephone    | Millage | Assessed Value | Exemption | Taxable Value | Tax Amount |
|-----------------------------|--------------|---------|----------------|-----------|---------------|------------|
| COUNTY OPERATING            | 813-272-5890 | 5.7322  | 22,176         | 0         | 22,176        | 127.12     |
| ENVIRONMENTAL LAND          | 813-272-5890 | 0.0604  | 22,176         | 0         | 22,176        | 1.34       |
| COUNTY M.S.T.U.             | 813-272-5890 | 4.3745  | 22,176         | 0         | 22,176        | 97.01      |
| LIBRARY-SERVICE             | 813-273-3660 | 0.5583  | 22,176         | 0         | 22,176        | 12.38      |
| PARK BONDS - UNINCORPORATED | 813-272-5890 | 0.0259  | 22,176         | 0         | 22,176        | 0.57       |
| SCHOOL - LOCAL              | 813-272-4064 | 2.2480  | 38,400         | 0         | 38,400        | 86.32      |
| SCHOOL - STATE              | 813-272-4064 | 4.9990  | 38,400         | 0         | 38,400        | 191.96     |
| PORT AUTHORITY              | 813-905-5132 | 0.1550  | 22,176         | 0         | 22,176        | 3.44       |
| HILLS CO TRANSIT AUTHORITY  | 813-623-5835 | 0.5000  | 22,176         | 0         | 22,176        | 11.09      |
| CHILDRENS BOARD             | 813-229-2884 | 0.4589  | 22,176         | 0         | 22,176        | 10.18      |
| WATER MANAGEMENT            | 800-423-1476 | 0.3488  | 22,176         | 0         | 22,176        | 7.73       |

|                        |          |
|------------------------|----------|
| Total Millage          | 19.4610  |
| Total Ad Valorem Taxes | \$549.14 |

**Non-Ad Valorem Assessments**

| Authority           | Telephone          | Amount |
|---------------------|--------------------|--------|
| CAU06101 WATER DEPT | 8132725977. ext. 4 | 866.74 |

|                                  |            |
|----------------------------------|------------|
| Total Non-Ad Valorem Assessments | \$866.74   |
| Combined Taxes & Assessments     | \$1,415.88 |

**Doug Belden, Hillsborough County Tax Collector** **2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

|                                    |                |        |                       |
|------------------------------------|----------------|--------|-----------------------|
| Account No. A0731769014            | Tax District U | Escrow | Assessed Value 22,176 |
| EXECUTIVE PARK OF VALRICO<br>LOT 7 |                |        |                       |

Detach this portion and return it with your payment.

**Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)**

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

**Make checks payable in US funds to:**

Doug Belden, Tax Collector  
PO Box 30012  
Tampa FL 33630-3012

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583



Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

For Customer Service, please call 813.635.5200

**Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)**

Account No. A0731769016

- E-Check - A FREE electronic payment from your checking account
- Credit Card - 2.35% fee is charged



|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Property Location  
1144 BLOOMINGDALE AV,  
VALRICO,  
33596

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

Legal Description:  
EXECUTIVE PARK OF VALRICO  
LOT 8

**Ad-Valorem Taxes**

Tax District U

| Taxing Authority            | Telephone    | Millage | Assessed Value | Exemption | Taxable Value | Tax Amount |
|-----------------------------|--------------|---------|----------------|-----------|---------------|------------|
| COUNTY OPERATING            | 813-272-5890 | 5.7322  | 22,176         | 0         | 22,176        | 127.12     |
| ENVIRONMENTAL LAND          | 813-272-5890 | 0.0604  | 22,176         | 0         | 22,176        | 1.34       |
| COUNTY M.S.T.U.             | 813-272-5890 | 4.3745  | 22,176         | 0         | 22,176        | 97.01      |
| LIBRARY-SERVICE             | 813-273-3660 | 0.5583  | 22,176         | 0         | 22,176        | 12.38      |
| PARK BONDS - UNINCORPORATED | 813-272-5890 | 0.0259  | 22,176         | 0         | 22,176        | 0.57       |
| SCHOOL - LOCAL              | 813-272-4064 | 2.2480  | 38,400         | 0         | 38,400        | 86.32      |
| SCHOOL - STATE              | 813-272-4064 | 4.9990  | 38,400         | 0         | 38,400        | 191.96     |
| PORT AUTHORITY              | 813-905-5132 | 0.1550  | 22,176         | 0         | 22,176        | 3.44       |
| HILLS CO TRANSIT AUTHORITY  | 813-623-5835 | 0.5000  | 22,176         | 0         | 22,176        | 11.09      |
| CHILDRENS BOARD             | 813-229-2884 | 0.4589  | 22,176         | 0         | 22,176        | 10.18      |
| WATER MANAGEMENT            | 800-423-1476 | 0.3488  | 22,176         | 0         | 22,176        | 7.73       |

Keep this portion for your records.  
WALK-IN CUSTOMERS PLEASE BRING FOR YOUR RECEIPT

|                        |          |
|------------------------|----------|
| Total Millage          | 19.4610  |
| Total Ad Valorem Taxes | \$549.14 |

**Non-Ad Valorem Assessments**

| Authority           | Telephone         | Amount |
|---------------------|-------------------|--------|
| CAU06101 WATER DEPT | 8132725977 ext. 4 | 866.74 |

|                                  |            |
|----------------------------------|------------|
| Total Non-Ad Valorem Assessments | \$866.74   |
| Combined Taxes & Assessments     | \$1,415.88 |

Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Account No. A0731769016

Tax District U

Escrow

Assessed Value

22,176

EXECUTIVE PARK OF VALRICO  
LOT 8

**Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)**

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Detach this portion and  
return it with your payment.

Make checks payable in US funds to:

Doug Belden, Tax Collector  
PO Box 30012  
Tampa FL 33630-3012

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583



Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

For Customer Service, please call 813.635.5200

**Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)**

Account No. A0731769018

- E-Check - A FREE electronic payment from your checking account
- Credit Card - 2.35% fee is charged



|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Property Location  
1150 BLOOMINGDALE AV,  
VALRICO,  
33596

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

Legal Description:  
EXECUTIVE PARK OF VALRICO  
LOT 9

**Ad-Valorem Taxes**

Tax District U

| Taxing Authority            | Telephone    | Millage | Assessed Value | Exemption | Taxable Value | Tax Amount |
|-----------------------------|--------------|---------|----------------|-----------|---------------|------------|
| COUNTY OPERATING            | 813-272-5890 | 5.7322  | 22,176         | 0         | 22,176        | 127.12     |
| ENVIRONMENTAL LAND          | 813-272-5890 | 0.0604  | 22,176         | 0         | 22,176        | 1.34       |
| COUNTY M.S.T.U.             | 813-272-5890 | 4.3745  | 22,176         | 0         | 22,176        | 97.01      |
| LIBRARY-SERVICE             | 813-273-3660 | 0.5583  | 22,176         | 0         | 22,176        | 12.38      |
| PARK BONDS - UNINCORPORATED | 813-272-5890 | 0.0259  | 22,176         | 0         | 22,176        | 0.57       |
| SCHOOL - LOCAL              | 813-272-4064 | 2.2480  | 38,400         | 0         | 38,400        | 86.32      |
| SCHOOL - STATE              | 813-272-4064 | 4.9990  | 38,400         | 0         | 38,400        | 191.96     |
| PORT AUTHORITY              | 813-905-5132 | 0.1550  | 22,176         | 0         | 22,176        | 3.44       |
| HILLS CO TRANSIT AUTHORITY  | 813-623-5835 | 0.5000  | 22,176         | 0         | 22,176        | 11.09      |
| CHILDRENS BOARD             | 813-229-2884 | 0.4589  | 22,176         | 0         | 22,176        | 10.18      |
| WATER MANAGEMENT            | 800-423-1476 | 0.3488  | 22,176         | 0         | 22,176        | 7.73       |

Keep this portion for your records.  
WALK-IN CUSTOMERS PLEASE BRING FOR YOUR RECEIPT

|                        |          |
|------------------------|----------|
| Total Millage          | 19.4610  |
| Total Ad Valorem Taxes | \$549.14 |

**Non-Ad Valorem Assessments**

| Authority           | Telephone          | Amount |
|---------------------|--------------------|--------|
| CAU06101 WATER DEPT | 8132725977, ext. 4 | 866.74 |

|                                  |            |
|----------------------------------|------------|
| Total Non-Ad Valorem Assessments | \$866.74   |
| Combined Taxes & Assessments     | \$1,415.88 |

Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Account No. A0731769018

Tax District U

Escrow

Assessed Value

22,176

EXECUTIVE PARK OF VALRICO  
LOT 9

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Detach this portion and return it with your payment.

Make checks payable in US funds to:

Doug Belden, Tax Collector  
PO Box 30012  
Tampa FL 33630-3012

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583





Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

For Customer Service, please call 813.635.5200

**Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)**

Account No. A0731769020

- E-Check - A FREE electronic payment from your checking account
- Credit Card - 2.35% fee is charged



|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Property Location  
1156 BLOOMINGDALE AV,  
VALRICO,  
33596

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

Legal Description:  
EXECUTIVE PARK OF VALRICO  
LOT 10

**Ad-Valorem Taxes**

Tax District U

| Taxing Authority            | Telephone    | Millage | Assessed Value | Exemption | Taxable Value | Tax Amount |
|-----------------------------|--------------|---------|----------------|-----------|---------------|------------|
| COUNTY OPERATING            | 813-272-5890 | 5.7322  | 22,176         | 0         | 22,176        | 127.12     |
| ENVIRONMENTAL LAND          | 813-272-5890 | 0.0604  | 22,176         | 0         | 22,176        | 1.34       |
| COUNTY M.S.T.U.             | 813-272-5890 | 4.3745  | 22,176         | 0         | 22,176        | 97.01      |
| LIBRARY-SERVICE             | 813-273-3660 | 0.5583  | 22,176         | 0         | 22,176        | 12.38      |
| PARK BONDS - UNINCORPORATED | 813-272-5890 | 0.0259  | 22,176         | 0         | 22,176        | 0.57       |
| SCHOOL - LOCAL              | 813-272-4064 | 2.2480  | 38,400         | 0         | 38,400        | 86.32      |
| SCHOOL - STATE              | 813-272-4064 | 4.9990  | 38,400         | 0         | 38,400        | 191.96     |
| PORT AUTHORITY              | 813-905-5132 | 0.1550  | 22,176         | 0         | 22,176        | 3.44       |
| HILLS CO TRANSIT AUTHORITY  | 813-623-5835 | 0.5000  | 22,176         | 0         | 22,176        | 11.09      |
| CHILDRENS BOARD             | 813-229-2884 | 0.4589  | 22,176         | 0         | 22,176        | 10.18      |
| WATER MANAGEMENT            | 800-423-1476 | 0.3488  | 22,176         | 0         | 22,176        | 7.73       |

Keep this portion for your records.  
WALK-IN CUSTOMERS PLEASE BRING FOR YOUR RECEIPT

|                        |          |
|------------------------|----------|
| Total Millage          | 19.4610  |
| Total Ad Valorem Taxes | \$549.14 |

**Non-Ad Valorem Assessments**

| Authority           | Telephone          | Amount |
|---------------------|--------------------|--------|
| CAU06101 WATER DEPT | 8132725977. ext. 4 | 866.74 |

|                                  |            |
|----------------------------------|------------|
| Total Non-Ad Valorem Assessments | \$866.74   |
| Combined Taxes & Assessments     | \$1,415.88 |

Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Account No. A0731769020

Tax District U

Escrow

Assessed Value

22,176

EXECUTIVE PARK OF VALRICO  
LOT 10

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Detach this portion and return it with your payment.

Make checks payable in US funds to:

Doug Belden, Tax Collector  
PO Box 30012  
Tampa FL 33630-3012

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583



Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

For Customer Service, please call 813.635.5200

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

Account No. A0731769022

- E-Check - A FREE electronic payment from your checking account
- Credit Card - 2.35% fee is charged



|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Property Location  
1162 BLOOMINGDALE AV,  
VALRICO,  
33596

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

Legal Description:  
EXECUTIVE PARK OF VALRICO  
LOT 11

Ad-Valorem Taxes

Tax District U

| Taxing Authority            | Telephone    | Millage | Assessed Value | Exemption | Taxable Value | Tax Amount |
|-----------------------------|--------------|---------|----------------|-----------|---------------|------------|
| COUNTY OPERATING            | 813-272-5890 | 5.7322  | 22,176         | 0         | 22,176        | 127.12     |
| ENVIRONMENTAL LAND          | 813-272-5890 | 0.0604  | 22,176         | 0         | 22,176        | 1.34       |
| COUNTY M.S.T.U.             | 813-272-5890 | 4.3745  | 22,176         | 0         | 22,176        | 97.01      |
| LIBRARY-SERVICE             | 813-273-3660 | 0.5583  | 22,176         | 0         | 22,176        | 12.38      |
| PARK BONDS - UNINCORPORATED | 813-272-5890 | 0.0259  | 22,176         | 0         | 22,176        | 0.57       |
| SCHOOL - LOCAL              | 813-272-4064 | 2.2480  | 38,400         | 0         | 38,400        | 86.32      |
| SCHOOL - STATE              | 813-272-4064 | 4.9990  | 38,400         | 0         | 38,400        | 191.96     |
| PORT AUTHORITY              | 813-905-5132 | 0.1550  | 22,176         | 0         | 22,176        | 3.44       |
| HILLS CO TRANSIT AUTHORITY  | 813-623-5835 | 0.5000  | 22,176         | 0         | 22,176        | 11.09      |
| CHILDRENS BOARD             | 813-229-2884 | 0.4589  | 22,176         | 0         | 22,176        | 10.18      |
| WATER MANAGEMENT            | 800-423-1476 | 0.3488  | 22,176         | 0         | 22,176        | 7.73       |

Keep this portion for your records.  
WALK-IN CUSTOMERS PLEASE BRING FOR YOUR RECEIPT

|                        |          |
|------------------------|----------|
| Total Millage          | 19.4610  |
| Total Ad Valorem Taxes | \$549.14 |

Non-Ad Valorem Assessments

| Authority           | Telephone          | Amount |
|---------------------|--------------------|--------|
| CAU06101 WATER DEPT | 8132725977. ext. 4 | 866.74 |

|                                  |            |
|----------------------------------|------------|
| Total Non-Ad Valorem Assessments | \$866.74   |
| Combined Taxes & Assessments     | \$1,415.88 |

Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Account No. A0731769022

Tax District U

Escrow

Assessed Value

22,176

EXECUTIVE PARK OF VALRICO  
LOT 11

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Detach this portion and return it with your payment.

Make checks payable in US funds to:

Doug Belden, Tax Collector  
PO Box 30012  
Tampa FL 33630-3012

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583



Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

For Customer Service, please call 813.635.5200

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

Account No. A0731769024

- E-Check - A FREE electronic payment from your checking account
- Credit Card - 2.35% fee is charged



|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Property Location  
1170 BLOOMINGDALE AV,  
VALRICO,  
33596

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

Legal Description:  
EXECUTIVE PARK OF VALRICO  
LOT 12

Ad-Valorem Taxes

Tax District U

| Taxing Authority            | Telephone    | Millage | Assessed Value | Exemption | Taxable Value | Tax Amount |
|-----------------------------|--------------|---------|----------------|-----------|---------------|------------|
| COUNTY OPERATING            | 813-272-5890 | 5.7322  | 21,991         | 0         | 21,991        | 126.06     |
| ENVIRONMENTAL LAND          | 813-272-5890 | 0.0604  | 21,991         | 0         | 21,991        | 1.33       |
| COUNTY M.S.T.U.             | 813-272-5890 | 4.3745  | 21,991         | 0         | 21,991        | 96.20      |
| LIBRARY-SERVICE             | 813-273-3660 | 0.5583  | 21,991         | 0         | 21,991        | 12.28      |
| PARK BONDS - UNINCORPORATED | 813-272-5890 | 0.0259  | 21,991         | 0         | 21,991        | 0.57       |
| SCHOOL - LOCAL              | 813-272-4064 | 2.2480  | 38,080         | 0         | 38,080        | 85.60      |
| SCHOOL - STATE              | 813-272-4064 | 4.9990  | 38,080         | 0         | 38,080        | 190.36     |
| PORT AUTHORITY              | 813-905-5132 | 0.1550  | 21,991         | 0         | 21,991        | 3.41       |
| HILLS CO TRANSIT AUTHORITY  | 813-623-5835 | 0.5000  | 21,991         | 0         | 21,991        | 11.00      |
| CHILDRENS BOARD             | 813-229-2884 | 0.4589  | 21,991         | 0         | 21,991        | 10.09      |
| WATER MANAGEMENT            | 800-423-1476 | 0.3488  | 21,991         | 0         | 21,991        | 7.67       |

Keep this portion for your records.  
WALK-IN CUSTOMERS PLEASE BRING FOR YOUR RECEIPT

|                        |          |
|------------------------|----------|
| Total Millage          | 19.4610  |
| Total Ad Valorem Taxes | \$544.57 |

Non-Ad Valorem Assessments

| Authority           | Telephone          | Amount |
|---------------------|--------------------|--------|
| CAU06101 WATER DEPT | 8132725977. ext. 4 | 866.74 |

|                                  |            |
|----------------------------------|------------|
| Total Non-Ad Valorem Assessments | \$866.74   |
| Combined Taxes & Assessments     | \$1,411.31 |

Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Account No. A0731769024

Tax District U

Escrow

Assessed Value

21,991

EXECUTIVE PARK OF VALRICO  
LOT 12

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Detach this portion and  
return it with your payment.

Make checks payable in US funds to:

Doug Belden, Tax Collector  
PO Box 30012  
Tampa FL 33630-3012

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583



Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

For Customer Service, please call 813.635.5200

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

Account No. A0731769026

- E-Check - A FREE electronic payment from your checking account
- Credit Card - 2.35% fee is charged



|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Property Location  
1168 BLOOMINGDALE AV,  
VALRICO,  
33596

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

Legal Description:  
EXECUTIVE PARK OF VALRICO  
LOT 13

Ad-Valorem Taxes

Tax District U

| Taxing Authority            | Telephone    | Millage | Assessed Value | Exemption | Taxable Value | Tax Amount |
|-----------------------------|--------------|---------|----------------|-----------|---------------|------------|
| COUNTY OPERATING            | 813-272-5890 | 5.7322  | 21,991         | 0         | 21,991        | 126.06     |
| ENVIRONMENTAL LAND          | 813-272-5890 | 0.0604  | 21,991         | 0         | 21,991        | 1.33       |
| COUNTY M.S.T.U.             | 813-272-5890 | 4.3745  | 21,991         | 0         | 21,991        | 96.20      |
| LIBRARY-SERVICE             | 813-273-3660 | 0.5583  | 21,991         | 0         | 21,991        | 12.28      |
| PARK BONDS - UNINCORPORATED | 813-272-5890 | 0.0259  | 21,991         | 0         | 21,991        | 0.57       |
| SCHOOL - LOCAL              | 813-272-4064 | 2.2480  | 38,080         | 0         | 38,080        | 85.60      |
| SCHOOL - STATE              | 813-272-4064 | 4.9990  | 38,080         | 0         | 38,080        | 190.36     |
| PORT AUTHORITY              | 813-905-5132 | 0.1550  | 21,991         | 0         | 21,991        | 3.41       |
| HILLS CO TRANSIT AUTHORITY  | 813-623-5835 | 0.5000  | 21,991         | 0         | 21,991        | 11.00      |
| CHILDRENS BOARD             | 813-229-2884 | 0.4589  | 21,991         | 0         | 21,991        | 10.09      |
| WATER MANAGEMENT            | 800-423-1476 | 0.3488  | 21,991         | 0         | 21,991        | 7.67       |

Keep this portion for your records.  
WALK-IN CUSTOMERS PLEASE BRING FOR YOUR RECEIPT

|                        |          |
|------------------------|----------|
| Total Millage          | 19.4610  |
| Total Ad Valorem Taxes | \$544.57 |

Non-Ad Valorem Assessments

| Authority           | Telephone          | Amount |
|---------------------|--------------------|--------|
| CAU06101 WATER DEPT | 8132725977. ext. 4 | 866.74 |

|                                  |            |
|----------------------------------|------------|
| Total Non-Ad Valorem Assessments | \$866.74   |
| Combined Taxes & Assessments     | \$1,411.31 |

Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Account No. A0731769026

Tax District U

Escrow

Assessed Value

21,991

EXECUTIVE PARK OF VALRICO  
LOT 13

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Detach this portion and return it with your payment.

Make checks payable in US funds to:

Doug Belden, Tax Collector  
PO Box 30012  
Tampa FL 33630-3012

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583



Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

For Customer Service, please call 813.635.5200

**Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)**

Account No. A0731769028

- E-Check - A FREE electronic payment from your checking account
- Credit Card - 2.35% fee is charged



|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Property Location  
1184 BLOOMINGDALE AV,  
VALRICO,  
33596

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

Legal Description:  
EXECUTIVE PARK OF VALRICO  
LOT 14

**Ad-Valorem Taxes**

Tax District U

Keep this portion for your records.  
WALK-IN CUSTOMERS PLEASE BRING FOR YOUR RECEIPT

| Taxing Authority            | Telephone    | Millage | Assessed Value | Exemption | Taxable Value | Tax Amount |
|-----------------------------|--------------|---------|----------------|-----------|---------------|------------|
| COUNTY OPERATING            | 813-272-5890 | 5.7322  | 21,806         | 0         | 21,806        | 125.00     |
| ENVIRONMENTAL LAND          | 813-272-5890 | 0.0604  | 21,806         | 0         | 21,806        | 1.32       |
| COUNTY M.S.T.U.             | 813-272-5890 | 4.3745  | 21,806         | 0         | 21,806        | 95.39      |
| LIBRARY-SERVICE             | 813-273-3660 | 0.5583  | 21,806         | 0         | 21,806        | 12.17      |
| PARK BONDS - UNINCORPORATED | 813-272-5890 | 0.0259  | 21,806         | 0         | 21,806        | 0.56       |
| SCHOOL - LOCAL              | 813-272-4064 | 2.2480  | 37,760         | 0         | 37,760        | 84.88      |
| SCHOOL - STATE              | 813-272-4064 | 4.9990  | 37,760         | 0         | 37,760        | 188.76     |
| PORT AUTHORITY              | 813-905-5132 | 0.1550  | 21,806         | 0         | 21,806        | 3.38       |
| HILLS CO TRANSIT AUTHORITY  | 813-623-5835 | 0.5000  | 21,806         | 0         | 21,806        | 10.90      |
| CHILDRENS BOARD             | 813-229-2884 | 0.4589  | 21,806         | 0         | 21,806        | 10.01      |
| WATER MANAGEMENT            | 800-423-1476 | 0.3488  | 21,806         | 0         | 21,806        | 7.61       |

|                        |          |
|------------------------|----------|
| Total Millage          | 19.4610  |
| Total Ad Valorem Taxes | \$539.98 |

**Non-Ad Valorem Assessments**

| Authority           | Telephone         | Amount |
|---------------------|-------------------|--------|
| CAU06101 WATER DEPT | 8132725977 ext. 4 | 866.74 |

|                                  |            |
|----------------------------------|------------|
| Total Non-Ad Valorem Assessments | \$866.74   |
| Combined Taxes & Assessments     | \$1,406.72 |

Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Account No. A0731769028

Tax District U

Escrow

Assessed Value

21,806

EXECUTIVE PARK OF VALRICO  
LOT 14

Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Detach this portion and return it with your payment.

Make checks payable in US funds to:

Doug Belden, Tax Collector  
PO Box 30012  
Tampa FL 33630-3012

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583



Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

For Customer Service, please call 813.635.5200

**Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)**

- E-Check - A FREE electronic payment from your checking account
- Credit Card - 2.35% fee is charged



Account No. A0731769030

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Property Location  
1188 BLOOMINGDALE AV,  
VALRICO,  
33596

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

Legal Description:  
EXECUTIVE PARK OF VALRICO  
LOT 15

**Ad-Valorem Taxes** **Tax District U**

Keep this portion for your records.  
WALK-IN CUSTOMERS PLEASE BRING FOR YOUR RECEIPT

| Taxing Authority            | Telephone    | Millage | Assessed Value | Exemption | Taxable Value | Tax Amount |
|-----------------------------|--------------|---------|----------------|-----------|---------------|------------|
| COUNTY OPERATING            | 813-272-5890 | 5.7322  | 21,806         | 0         | 21,806        | 125.00     |
| ENVIRONMENTAL LAND          | 813-272-5890 | 0.0604  | 21,806         | 0         | 21,806        | 1.32       |
| COUNTY M.S.T.U.             | 813-272-5890 | 4.3745  | 21,806         | 0         | 21,806        | 95.39      |
| LIBRARY-SERVICE             | 813-273-3660 | 0.5583  | 21,806         | 0         | 21,806        | 12.17      |
| PARK BONDS - UNINCORPORATED | 813-272-5890 | 0.0259  | 21,806         | 0         | 21,806        | 0.56       |
| SCHOOL - LOCAL              | 813-272-4064 | 2.2480  | 37,760         | 0         | 37,760        | 84.88      |
| SCHOOL - STATE              | 813-272-4064 | 4.9990  | 37,760         | 0         | 37,760        | 188.76     |
| PORT AUTHORITY              | 813-905-5132 | 0.1550  | 21,806         | 0         | 21,806        | 3.38       |
| HILLS CO TRANSIT AUTHORITY  | 813-623-5835 | 0.5000  | 21,806         | 0         | 21,806        | 10.90      |
| CHILDRENS BOARD             | 813-229-2884 | 0.4589  | 21,806         | 0         | 21,806        | 10.01      |
| WATER MANAGEMENT            | 800-423-1476 | 0.3488  | 21,806         | 0         | 21,806        | 7.61       |

|                        |          |
|------------------------|----------|
| Total Millage          | 19.4610  |
| Total Ad Valorem Taxes | \$539.98 |

**Non-Ad Valorem Assessments**

| Authority           | Telephone          | Amount |
|---------------------|--------------------|--------|
| CAU06101 WATER DEPT | 8132725977. ext. 4 | 866.74 |

|                                  |            |
|----------------------------------|------------|
| Total Non-Ad Valorem Assessments | \$866.74   |
| Combined Taxes & Assessments     | \$1,406.72 |

**Doug Belden, Hillsborough County Tax Collector** **2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

|                                     |                |        |                       |
|-------------------------------------|----------------|--------|-----------------------|
| Account No. A0731769030             | Tax District U | Escrow | Assessed Value 21,806 |
| EXECUTIVE PARK OF VALRICO<br>LOT 15 |                |        |                       |

Detach this portion and return it with your payment.

**Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)**

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

Make checks payable in US funds to:

Doug Belden, Tax Collector  
PO Box 30012  
Tampa FL 33630-3012

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583



Doug Belden, Hillsborough County Tax Collector

2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

For Customer Service, please call 813.635.5200

**Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)**

Account No. A0731769032

- E-Check - A FREE electronic payment from your checking account
- Credit Card - 2.35% fee is charged



|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

**Property Location**  
1194 BLOOMINGDALE AV,  
VALRICO,  
33596

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

**Legal Description:**  
EXECUTIVE PARK OF VALRICO  
LOT 16

**Ad-Valorem Taxes** Tax District U

Keep this portion for your records. WALK-IN CUSTOMERS PLEASE BRING FOR YOUR RECEIPT

| Taxing Authority            | Telephone    | Millage | Assessed Value | Exemption | Taxable Value | Tax Amount |
|-----------------------------|--------------|---------|----------------|-----------|---------------|------------|
| COUNTY OPERATING            | 813-272-5890 | 5.7322  | 21,534         | 0         | 21,534        | 123.44     |
| ENVIRONMENTAL LAND          | 813-272-5890 | 0.0604  | 21,534         | 0         | 21,534        | 1.30       |
| COUNTY M.S.T.U.             | 813-272-5890 | 4.3745  | 21,534         | 0         | 21,534        | 94.20      |
| LIBRARY-SERVICE             | 813-273-3660 | 0.5583  | 21,534         | 0         | 21,534        | 12.02      |
| PARK BONDS - UNINCORPORATED | 813-272-5890 | 0.0259  | 21,534         | 0         | 21,534        | 0.56       |
| SCHOOL - LOCAL              | 813-272-4064 | 2.2480  | 37,288         | 0         | 37,288        | 83.82      |
| SCHOOL - STATE              | 813-272-4064 | 4.9990  | 37,288         | 0         | 37,288        | 186.40     |
| PORT AUTHORITY              | 813-905-5132 | 0.1550  | 21,534         | 0         | 21,534        | 3.34       |
| HILLS CO TRANSIT AUTHORITY  | 813-623-5835 | 0.5000  | 21,534         | 0         | 21,534        | 10.77      |
| CHILDRENS BOARD             | 813-229-2884 | 0.4589  | 21,534         | 0         | 21,534        | 9.88       |
| WATER MANAGEMENT            | 800-423-1476 | 0.3488  | 21,534         | 0         | 21,534        | 7.51       |

|                        |          |
|------------------------|----------|
| Total Millage          | 19.4610  |
| Total Ad Valorem Taxes | \$533.24 |

**Non-Ad Valorem Assessments**

| Authority           | Telephone          | Amount |
|---------------------|--------------------|--------|
| CAU06101 WATER DEPT | 8132725977, ext. 4 | 866.74 |

|                                  |            |
|----------------------------------|------------|
| Total Non-Ad Valorem Assessments | \$866.74   |
| Combined Taxes & Assessments     | \$1,399.98 |

**Doug Belden, Hillsborough County Tax Collector** 2015 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

|                         |                |        |                |        |
|-------------------------|----------------|--------|----------------|--------|
| Account No. A0731769032 | Tax District U | Escrow | Assessed Value | 21,534 |
|-------------------------|----------------|--------|----------------|--------|

EXECUTIVE PARK OF VALRICO  
LOT 16

Detach this portion and return it with your payment.

**Skip the Trip - Pay online at [www.hillstax.org](http://www.hillstax.org)**

|                  |              |  |  |  |  |
|------------------|--------------|--|--|--|--|
| Pay this Amount  | \$0.00       |  |  |  |  |
| If Postmarked By | Dec 31, 2015 |  |  |  |  |

**Make checks payable in US funds to:**

Doug Belden, Tax Collector  
PO Box 30012  
Tampa FL 33630-3012

GF FINANCIAL LLC  
4830 W KENNEDY BLVD STE 445  
TAMPA, FL 33609-2583

THIS IS NOT A  
CERTIFIED COPY

Prepared by and return after recording to:  
Deborah Rose Tracy, Esq.  
Law Offices of Deborah Rose Tracy, P.A.  
Post Office Box 101, Valrico, Fl 33595

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR EXECUTIVE PARK OF VALRICO**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EXECUTIVE PARK OF VALRICO** is made this 27<sup>th</sup> day of Oct, 2011, by **JAMES ANTUNANO MANAGEMENT CORPORATION**, a Florida corporation, hereinafter referred to as "Declarant."

NOW THEREFORE, Declarant hereby declares that all of the real property located in Hillsborough County, Florida and more particularly described in "**Exhibit A**" attached hereto and incorporated herein ("Property"), of which it is currently the sole owner, shall be held, sold, occupied and conveyed subject to the following easements, restrictions, covenants, and conditions which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each owner thereof and which are for: (a) the purpose of enhancing and protecting the value and desirability of the real property, (b) providing for the preservation, protection and maintenance of the Property and the improvements thereon; and, (c) providing for the efficient management of the Property by creation of a not-for-profit corporation, Executive Park of Valrico Owners' Association, Inc., with the power and duty of administering and enforcing the protective covenants, conditions, restrictions and easements, charges and liens hereinafter set forth and the collection and disbursement of the assessments and whose membership shall include all owners of all or any part of the Property.

**ARTICLE I - DEFINITIONS**

The following definitions shall apply wherever these capitalized terms appear in this Declaration, unless otherwise expressly stated:

1. "Additional Property" means any property added to the Property by amendment to this Declaration in accordance with Article VII, Section 6 hereof, which Additional Property shall then be included within the term "Property."

2. "Architectural Committee" means the Architectural Committee as defined in Article IV, Section 5.

3. "Articles" means the Articles of Incorporation for the Association, attached hereto as Exhibit "C" and any amendments or modifications thereof.

4. "Association" means Executive Park of Valrico Owners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns, which is responsible for the management and operation of the Property.

5. "Board of Directors" means the Board of Directors of the Association.

6. "Building" means any building or other enclosed structure constructed or to be constructed on or within any Parcel as defined below.

7. "Bylaws" means the Bylaws of the Association attached hereto as Exhibit "D" and any amendments or modifications thereof.

8. "Common Areas" means all real property and easements (including the improvement thereto) owned by the Association for the common use and enjoyment of the owners as specified in Exhibit "B" to this Declaration as Common Areas, and such other portions of the Property as may be designated as Common Areas in



# THIS IS NOT A CERTIFIED COPY

any amendment to this declaration to be recorded by Declarant from time to time together with the landscaping and any Improvements thereon and all personal property and any areas of the Property which the Association is obligated to maintain, or contribute to the cost of maintenance, notwithstanding that it may not own the underlying fee simple title to such areas.

9. “Costs” means all cost of enforcement of any provision of this Declaration, including collection of any assessment, which costs shall include court costs, appraisal fees, arbitration fees, mediation fees, witness fees and attorney’s fees, whether incurred at trial or appellate level or in a bankruptcy proceeding, including post-judgment collection proceedings.

10. “Declarant” means JAMES ANTUNANO MANAGEMENT CORPORATION, a Florida corporation, its successors and assigns if the assignee shall assume the rights and responsibilities of the Declarant under a written agreement.

11. “Declaration” means this Declaration of Covenants, Conditions, Restrictions and Easements, as it may hereafter be amended and supplemented from time to time.

12. “Improvement” means all buildings, outbuildings or structures, whether above or below grade, including, but not limited to, any office building, storage sheds, storage buildings, parking areas, curbing, fences, walls, signs, mailboxes, dumpster enclosure, stormwater systems, retention areas, driveways, sidewalks or other paving, overhead or underground utilities, grading, landscaping and lighting.

13. “Maintenance” means the exercise of reasonable care to keep the Common Areas, easements, landscaping, drainage and other amenities used in common by Parcel owners in aesthetically pleasing, good and functioning condition.

14. “Member” means a person entitled to membership in the Association, as provided in this Declaration and the Articles.

15. “Mortgage” means any bona fide first mortgage encumbering a Parcel as security for the repayment of a debt obligation.

16. “Mortgagee” means any bank, savings and loan association, or other institutional lender holding a Mortgage now or hereafter placed upon any Parcel.

17. “Owner” means the record owner of the fee simple title to any Parcel, whether one or more persons or entities, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation; and, the term shall include Declarant for so long as Declarant shall hold title to all or any portion of the Property or any Parcel (provided that the rights of Declarant hereunder shall take precedence over any restrictions imposed hereunder upon Owners).

18. “Parcel” means and refers to each separately numbered lot within the Property as designated in the Plat, with the exception of any Common Area.

19. “Plat” means that certain plat of the Executive Park of Valrico recorded in O.R. Book 107, Page 127 of the public records of Hillsborough County, Florida.

20. “Property” means that certain real property located in Hillsborough County, Florida and more particularly described on Exhibit “A” attached hereto.

21. “Turnover” shall have the meaning set forth in the By-laws.

# THIS IS NOT A CERTIFIED COPY

22. "Unit" means the following: each Parcel shall be assigned one (1) Unit for each square foot of heated or cooled space of completed Improvements constructed on the Parcel. All Units assigned to a particular Parcel must be voted together as a block for such Parcel and may not be split between multiple Parcel Owners.

## **ARTICLE II – PROPERTY RIGHTS AND DUTIES OF OWNERS**

1. **Rights in Common Areas.** Every Owner shall have a nonexclusive right and perpetual easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Parcel, subject to the following provisions: (a) the right of the Declarant or the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility; (b) the right of the Declarant or the Association to grant easements and rights of way over all or any part of the Common Areas; (c) the provisions of the Plat, the Articles and the Bylaws; (d) the right of the Declarant or the Association to mortgage all or any part of the Common Areas; (e) any easements and restrictions of record affecting any part of the Common Areas; and, (f) the right of the Association to adopt rules and regulations not inconsistent with this Declaration concerning the use and enjoyment of the Common Areas.

2. **Delegation of Rights.** Each Owner may delegate, subject to the Articles, Bylaws, and the Declaration, his right of enjoyment of the Common Areas and facilities to the Owner's tenants, guests, invitees and licensees subject to the disclaimers of warranty provided in this Declaration.

3. **Maintenance, Repair and Restoration.** Every Owner shall maintain his Parcel and Improvements (including, but not limited to landscaping within the boundaries of his Parcel and exterior portions of any structure) in first class condition and repair and in the case of an Improvement, substantially the same condition and appearance as existed as of the date of initial completion of the Improvement as approved by the Architectural Committee as provided in this Declaration, subject to normal wear and tear and at such Owner's cost and expense, including any maintenance, repair or replacement required because of the occurrence of fire, wind, vandalism, theft or other casualty. All personal property kept on a Parcel shall be either kept and maintained inside of a building or a proper storage facility or shall be stored at the rear of the building. Any personal property, if it is to be stored on the Parcel, is to be stored in a completely enclosed structure approved by the Architectural Committee. Every Owner shall promptly perform any maintenance or repair requested by the Association.

4. **Repair or Restoration after Destruction.** In the event of partial or total destruction of an Improvement, the Owner shall immediately undertake restoration or replacement of the Improvement, or an Improvement of substantially similar nature subject to all building codes and zoning ordinances then applicable. In the event that the replacement structure may not be reconstructed in the same form as the destroyed Improvement, Owner shall obtain the approval of the Architectural Committee for the replacement Improvement in accordance with the provisions of Article IV. Construction or restoration shall commence within a reasonable period of time after the date of destruction, but in no event later than sixty (60) calendar days after the date of destruction or the date of approval by the Architectural Committee, if applicable, whichever occurs last, provided, however that the Owner shall submit completed plans for the replacement Improvement to the Architectural Committee within sixty (60) calendar days of the date of destruction. Construction or restoration shall be completed within nine (9) months of commencement thereof. Time for compliance may be extended in the event of labor strike, unavailability of material, war, riot, civil unrest, acts of God or other events preventing compliance provided such events are beyond the reasonable control of the Owner.

5. **Remedies for Owner's Failure to Maintain, Repair or Restore:** In the event any Owner fails to maintain his Parcel and Improvements in good order and in a clean and attractive manner or to perform any other maintenance, repair, restoration or replacement required hereunder, the Association, after ten (10) business days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right, but not the obligation, to correct, repair, restore, paint and maintain any part of such Parcel and Improvements. The full cost of such repairs or maintenance (including administrative fees or construction loan costs) and Costs incurred in enforcement together with interest on the repair costs and Costs at the lesser of eighteen per cent (18%) per annum or the maximum rate permitted by law shall become a Parcel Assessment as defined in Article VI, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore and enforceable in the same manner as any Parcel Assessment as provided herein.

# THIS IS NOT A CERTIFIED COPY

6. Right to Entry. Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Parcel, Improvement or Building for the purpose of: (a) maintenance, inspection, repair or replacement of the Improvements as provided in this Declaration; (b) in case of emergency, for any lawful purpose; and (c) to determine compliance with this Declaration.

7. Acceptance of Limitation on Liability. Each Owner, for himself and his heirs, legal representatives, successors and assigns (by virtue of his acceptance of title to Owner's Parcel), and every other person or entity having an interest in or a lien upon, or making use of, any portion of the Property (by virtue of accepting such interest or lien or making use thereof), shall be bound by each limitation on liability expressed in this Declaration and shall be deemed to automatically waive all rights, claims, demands, and causes of action against the Association or Declarant arising from or connected with any act or omission for which the liability of the Association or Declarant has been described in this Declaration.

### **ARTICLE III – EASEMENTS AND RIGHTS, DUTIES AND LIMITATION OF LIABILITY OF THE ASSOCIATION**

1. Maintenance of Common Areas. The Association shall have the full right and authority to manage and maintain the Common Areas, including any Improvements thereon, for the benefit of all Owners in aesthetically pleasing, good and functioning condition subject to all governmental rules, regulations and ordinances.

2. Insurance. The Board of Directors may obtain: (a) public liability insurance on the Common Areas, (b) casualty insurance for any Improvement located upon the Common Areas up to the full replacement value thereof; (c) casualty insurance for any personal property owned by the Association whether located upon the Property or not; (d) liability insurance against personal loss for actions taken by members of the Board of Directors and officers of the Association in the performance of their duties; (e) fidelity bonds, construction lien bonds, performance bonds and payment bonds; and (f) such other insurance or bonds as the Board of Directors shall deem reasonable and necessary from time to time. Such insurance or bonds shall be of the type and amount determined by the Board of Directors, in its discretion, but no less than may be required by an applicable rule, regulation, statute or ordinance. The cost of such insurance and bonds shall be paid by the Association and may be passed unto the Owners as an assessment.

3. Easements. In addition to those general easements set forth in this Article, the Association shall have such easements as set forth in Exhibit "B". Each easement granted and conveyed to the Association as provided herein shall be maintained by the Association until such time as the property encumbered by the easement has been dedicated and accepted by the local governmental authority and the local governmental authority has assumed such maintenance. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain without the express written permission of the Association. All cost of installation, repair, replacement, maintenance and operation of any facility or system and upkeep of any easement area shall be paid by the Association and shall be passed unto the Owners as part of the Assessments. All easements granted herein shall be enforceable only by the Association, the Owners or tenants of the Owners. Each Owner reserves the right to eject from the Common Areas on its Parcel, if any, anyone not authorized by this Agreement to use the Common Areas. No Owners shall grant an easement on any portion of its Parcel which does not benefit all or a part of the Property, except to governmental or quasi-governmental authorities. Declarant reserves for itself, its successors and assigns, and grants to the Association and its designees the following easements:

a. Ingress and Egress: a perpetual, non-exclusive easement over and across the Common Areas for the Owners and tenants, invitees and guests of the Owners for pedestrian and vehicular ingress and egress to and from the Parcels; provided, however, that nothing in this Declaration shall restrict the installation or maintenance of Improvements within the Common Areas as approved by the Association.

b. Parking: a perpetual, non-exclusive easement for Owners and tenants, invitees and guests of Owners for the parking of motor vehicles on any portion of the Common Areas so designated and intended for such use by the Declarant or its assignees.

# THIS IS NOT A CERTIFIED COPY

c. Utilities, Services, Amenities and Other: a perpetual, non-exclusive easement for Owners and tenants, invitees and guests of Owners on and under the Property (other than under Buildings) for installation, maintenance, repair, replacement or operation of surface and subsurface storm water facilities and drains, utility and service lines, systems and facilities (including, but not limited to manholes, meters, pipes, pipelines, hydrants, sprinkler controls, conduits, telephone, electricity, internet, cable television and communication lines, fiber optic cables and any transmission systems,), sewage facilities, other drainage systems, landscaping, irrigation systems and police powers and services supplied by the local, state and federal governments. This easement shall in no way affect any other recorded easements on the Property. Declarant shall not have any obligation to construct or install any improvement, facility, utility or service lines. If the Association or Declarant elects to enter into a "bulk rate contract" or similar agreement for multi-Parcel service for any utility or technology services such service shall be supplied to each Parcel and each Owner shall be required to pay all costs in connection with service provided to said Owner's parcel and general expenses not associated with a particular Parcel shall be paid by the Association and passed unto the Owners as part of the Assessments.

d. Stormwater Management Systems. The Property may now or in the future have constructed thereon a stormwater management system ("SMS") pursuant to easements granted in this Declaration which SMS shall be included in the term Common Areas. Each Owner shall be responsible for construction of such portion of the SMS as necessary to connect the Owner's Parcel to the SMS subject to the approval by Declarant in writing; provided, however, Owners shall be prohibited from taking any action that adversely affects the use, operation or maintenance of the SMS. Declarant hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, nonexclusive easement over and across all areas of any SMS for the surface drainage of stormwater from the Property and for installation and maintenance of the SMS. The Association shall have the power to operate and maintain the SMS and its related facilities within the Property, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Association, however, shall not be permitted to sub-meter any Building of an Owner. If the Association is dissolved, the control or right of access to the Property containing the SWM facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility; and, if not accepted, then the SMS facilities shall be conveyed to a non-profit corporation similar to the Association in accordance with Florida Administrative Code Section 40D 4.301(3) and the Basis of Review, Subsection 2.6.2.2.2. Maintenance shall include the exercise of practices which allow the SMS to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by SWFWMD, and all other local, state and federal authorities having jurisdiction. The Association shall pay the Property's share of the maintenance costs for such portions of the SMS and pass such costs on to the Owners as an Assessment.

4. Limitation on Liability. Neither Declarant nor the Association nor any of their successors, assigns, officers, directors, committee members, employees or agents shall: (a) have any liability whatsoever to owners, guests, tenants, or invitees in connection with the Common Areas, including any conservation areas; (b) be liable or responsible for, or shall be deemed in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant, or user of any portion of the Property, including, without limitation, Owners, occupants, tenants, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons. (The provisions of the Declaration setting forth the uses of Assessments which may relate to health, safety, or welfare shall be attributed and implied only as limitations on the usage of such funds, and not as creating an obligation of the Association or Declarant to protect the health, safety or welfare of any persons.); (c) have any liability whatsoever to owners, guests, tenants, or invitees in connection with any portion of the SMS and each Owner, for itself and its guests, tenants, or invitees, releases Declarant and the Association from any liability in connection therewith, including, but not limited to liability or damages arising from the design, construction or topography of any bank, slope or bottom of any part of the SMS; (d) be liable or responsible for maintaining or assuring the water quality or level in any lake, pond, retention area, canal, creek, or other water body within or adjacent to the Property or the quantity, quality or look of vegetation within any Conservation Area designated on the Plat. All persons are hereby notified that alligators and other wildlife may inhabit or enter into water bodies contained within or adjacent to the Property and may pose a threat to persons, and property, but neither the Declarant nor the Association are under any duty to protect against, and do not in any manner warrant against, any death, injury or damage caused by such wildlife.

# THIS IS NOT A CERTIFIED COPY

5. Authority to Hire and Incur Expenses. The Association may obtain and pay for the services of any person or entity to the extent it deems advisable for purposes of construction or installation of Improvements upon the Common Areas, operating, maintaining, repairing or restoring Common Areas or administering its duties under this Declaration, the Articles or the By-laws, including, but not limited to engaging property management companies, attorneys, landscaping services, insurance agents, financial advisors and contractors. The Association and the Board of Directors shall have all rights and powers as set forth in the Articles and By-laws and shall be entitled to incur costs on behalf of the Association in the exercise of its rights and authority. All costs, expenses and fees shall be passed unto the Owners through Assessments.

6. Non-Regulated Utility. The Property shall obtain water service for the Parcels through a master meter from a regulated public water system. In order to insure that the Developer, Association, Parcels or Property is not classified as a "regulated consecutive public water system" by the Florida Department of Environmental Protection, the Association will purchase water for the entire Property and each Parcel from a public utility; will supply water to the individual Parcels; and, will collect assessments in accordance with the provisions for general assessments pursuant to Article VI, paragraphs 1 and 2 to pay for such purchase; and, shall NOT individually bill Parcel owners. Parcel owners will not receive an individual water bill; or, an itemized bill covering all fees which breaks out the water usage as a separate item. Nor will there be any other method for pro-rating the individual Parcel costs of water to individual Parcel owners.

## **ARTICLE IV – PERMITTED USES, RESTRICTIVE COVENANTS AND RIGHTS AND DUTIES OF THE ARCHITECTURAL COMMITTEE**

1. Permitted Uses. This Declaration is intended to provide for the integrated development of a professional office park with related uses and facilities upon the Property and to restrict the use of each Parcel to such purposes. Buildings, structures, and land within each Parcel shall be used, and structures shall be erected, structurally altered, or enlarged only for use as professional offices, which term shall include: (a) medical or dental offices and clinics, (b) pharmacies, (c) veterinary offices and clinics, subject to the additional restrictions of paragraph 3 below, (d) law offices and related legal services, (e) offices providing tax advisory services, financial advisory services or financial services (except that check cashing or similar establishments shall not be deemed "professional"), (f) offices providing insurance sales or adjuster services, (g) billing or employee leasing services; (h) offices of an architect, surveyor, appraiser or administrative offices of a contractor; (i) offices of a real estate broker or title company; or, (j) businesses providing similar professional, non-retail services. No parcel shall be used for any purpose and no Improvement shall be constructed upon any Parcel which is inconsistent with the operation of a first class professional office park. By way of example, but not by way of limitation, no Parcel shall be used for purposes of a barber shop or beauty shop, convenience store, gas station, florist, gift shop, restaurant, coffee shop, tea room, amusement arcade, pool hall, bar, bar & grille, massage parlor or massage therapy clinic, tattoo parlor, adult entertainment establishment, check cashing facility, pawn shop, nightclub, thrift shop, meeting hall, retail store, dry cleaning laundry or coin operated laundry.

2. Waiver of Restriction. Prohibited use restrictions may be waived for one or more Parcels by the Declarant so long as Class B membership exists; and upon termination of Class B membership, by the vote of the Members equal to 80% or more of all Units.

3. Non-Competition Restriction. So long as one or more of the Lots 1, 2, 3 and/or 4, or any portion of Parcel A shall be used for purposes of a veterinary office, clinic or pet adoption center under common ownership of a single entity or one or more affiliated entities sharing common shareholders, members or partners of 25% or more, no other Parcel shall be used for a competing or similar purpose, which restriction shall include, by way of example, but not by way of limitation: (a) any competing veterinary clinic; (b) animal shelter; (c) pet store; (d) business offering pet adoption; (e) store offering pet grooming, pet supplies or pet food; or (e) any business offering pet "day-care."

4. Restrictions on Use and Architecture. It is further the intention of the Declarant that the professional purpose of the executive office park and external architectural theme of the executive office park be

# THIS IS NOT A CERTIFIED COPY

maintained and controlled. Architectural and design controls shall include all aspects of any Improvement including, without limitation, size, height, site planning, setbacks, exterior design, renovation plans, materials, colors, open space, landscaping, and aesthetic criteria, as well as the design of utility, drainage and other Common Areas Improvements. Pursuant to that intention, the Property and each Parcel therein shall be subject to the following additional restrictions:

a. No building, fence, wall, outbuilding, outside lighting, landscaping, parking area, curbing, sidewalk or other structure or improvement shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Parcel, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed.

b. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Parcel at any time as a place of business either temporarily or permanently.

c. No sign of any kind shall be displayed to the public view on any Parcel except such signage as approved by the Architectural Committee and except signs used by Declarant and its agents to advertise Parcels for sale or temporary signs of a Mortgagee advertising financing of construction of an Improvement. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Parcels. Declarant, or after the Turnover, the Association, may erect one or more signs in the Common Areas as deemed reasonable and appropriate for the advertising of one or more business of the Owners within the Property. The installation, operation, repair, restoration and maintenance of any such sign erected in the Common Areas shall be paid by the Association and the cost passed to the Owners as part of the Assessment.

d. No exterior radio, television or satellite-dish antenna may be installed on any portion of the Property unless the installation, and the location, color and design of the antenna have been approved by the Architectural Committee.

e. No fence shall be located on any Parcel unless the installation, color and design of the fencing have been approved by the Architectural Committee.

f. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Parcel unless the tank is buried and the location of the tank is approved by the Architectural Committee.

g. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on any Parcel unless approved by the Architectural Committee. Unless otherwise approved by the Architectural Committee, all mailboxes shall be located in clusters in areas designated by the Declarant or the Board of Directors.

h. No Parcel shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Parcel or other part of the Property and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority approved by the Board of Directors.

# THIS IS NOT A CERTIFIED COPY

i. No outdoor newspaper or magazine vending machines or racks shall be placed on the Property unless the style, design, type, appearance, material, mounting, color and location thereof shall have been approved in writing by the Architectural Committee.

j. Nothing shall be done or kept on the Parcel or in the Common Areas which will increase the rate of insurance for the Property without the prior written consent of the Association; or, which will result in the cancellation of any insurance maintained by the Association.

k. No nuisance shall be permitted to exist on any Parcel or Common Areas so as to be detrimental to any other Owner or the peaceful use of the Common Areas, including, but not limited to actions which: (i) interfere with television, cable, FIOS, wireless or radio reception on another Parcel; (ii) are deemed immoral, offensive, or unlawful. The good faith determination of the Board of Directors as to what may be or become a nuisance shall be conclusive.

l. No motor vehicle without a current license and registration shall be permitted on the Property. All parking shall be only in designated parking spaces, in accordance with any rules and regulations adopted by the Association in accordance with this Declaration. No parking of any vehicle shall be permitted on the street. No commercial vehicles or non standard size vehicles, including any recreational type vehicles, may be parked within the Property.

m. No obstruction to visibility at street intersections shall be permitted.

n. No soliciting will be allowed at any time within the Property.

o. Each Parcel shall have erected upon it within one (1) year of the date an Owner takes title; or, within one (1) year of the date of any destruction or damage to an existing structure, a building containing no less than 3500 square feet of usable, air-conditioned space which building shall consist of one of three floor plan types approved by the Declarant; or, for larger buildings, a combination of such floor plans.

5. Architectural Committee. The initial Architectural Committee shall consist solely of the Declarant until the Turnover shall have occurred. After the Turnover, the Architectural Committee shall consist of no less than three (3) Members of the Association appointed by the Board of Directors. Members of the Architectural Committee shall serve until removed or replaced by the Board of Directors with or without cause. The Board of Directors shall have the authority, but shall not be required, to authorize payment of professionals to assist the Architectural Committee, including, but not limited to real estate brokers, appraisers, lawyers and other professional counsel and the cost thereof shall be passed to the Owners as part of the Assessment. The Architectural Committee shall have the following duties and rights, subject to additional authority as may be provided by the Board of Directors from time to time:

a. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Division of Corporations. Unless otherwise directed by the Architectural Committee, three copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The plans and specifications shall include the following information, as applicable: (a) Building plans showing floor plans and front, side and rear elevations. (b) Exterior finish schedule showing material, style, and color for all surfaces. (c) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements. (d) Landscape plan, to include all removal of trees, underbrush and vegetation. (e) Detailed plan for controlling sedimentation. (f) Drawings of any sign, fence, wall or barrier being submitted for approval. (g) The contractor who will perform and be responsible for all work.

b. The Architectural Committee shall have the right, but shall not be required, to establish certain design criteria, and amend the same, from time to time. Full compliance with such design criteria will not establish any right to approval hereunder. The architectural design of buildings shall be consistent with the architectural theme of the Property as initially established at the time of construction of the first Improvements upon the Property; provided, however, that the Architectural Committee, in its sole discretion, shall have authority to approve or disapprove plans and specifications for all improvements constructed on the Parcels, including location

# THIS IS NOT A CERTIFIED COPY

of the Improvement within a Parcel, as necessary to maintain the value of all Parcels and to protect all Owners against a diminution of value resulting from the construction of a building or other structure incompatible with the existing architectural design. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors including (a) harmony of exterior design with the existing or proposed improvements to the Parcels; (b) general quality in comparison with the existing improvements to the Parcels; (c) location in relation to surrounding improvements; (d) location in relation to topography; (e) changes in topography; (f) aesthetic considerations.

c. A decision regarding approval of building plans for a particular Parcel will be returned to the applicant in writing no later than sixty (60) calendar days after complete plans, in a form acceptable to the Architectural Committee, have been actually received by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove such plans and specifications within the time prescribed, the applicant shall give by certified or registered mail written notice to the Architectural Committee stating that no action was taken and shall request immediate action within ten (10) business days of such notice. If the Architectural Committee fails to approve or disapprove the plans within said ten day period, then approval of said plans shall be deemed to have been given. The applicant shall agree in writing to any changes made to the building plans by mutual agreement of both the Architectural Committee and the applicant. Thereafter, no changes may be made to the plans without the express written approval of the Architectural Committee.

d. The Association may authorize a variance from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require the same. A variance shall be evidenced by a document signed by the chairman of the Board of Directors of the Association. The granting of such a variance shall not operate to waive any of the terms and provisions this Declaration for any purpose except as to the particular Parcel and the particular provisions of this Declaration covered by the variance. In no event shall granting of a variance set a precedent which requires the granting of another such variance.

e. Within ten (10) business days after the completion of construction of any Improvement upon a Parcel, the Owner, or agent for the Owner, shall give written notice to the Architectural Committee that the improvement is complete and ready for inspection. Within twenty (20) days after receipt of such notice, the Architectural Committee shall inspect the improvement and shall notify the Owner in writing as to any defects or deficiencies which are found and shall provide a reasonable period within which to correct such deficiencies. Upon expiration of the cure period, the Architectural Committee shall make such recommendations to the Board of Directors as it deems necessary for enforcing compliance with the approved plans and specifications.

f. In the event any proposed Improvement is constructed without first obtaining the approval of the Architectural Committee, or is not constructed in strict compliance with any approval given or deemed given by the Architectural Committee, or the provisions of this Article are otherwise violated, the Board of Directors, as the authorized representative of the Association, shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any improvements in order to comply with the requirements hereof, or may pursue any other remedy available to it. In connection with this enforcement paragraph, the Association, by and through its agents, including the Architectural Committee members, shall have the right to enter into any Building or Improvement or Parcel and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure to object to any proposed Improvement prior to its completion shall not constitute a waiver of the Association's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Declaration.

g. Any requirement of consent or approval of the Architectural Committee shall not relieve Owner of Owner's duty to perform due diligence and an independent review of its plans and specifications, zoning requirements, building codes or other applicable laws, rules, regulations and restrictions upon the Parcel, the Owner's business or the Owner's proposed Improvements. Nor shall Owner be entitled to rely upon the consent of the Architectural Committee in determining the suitability of a particular agent or contractor or the sufficiency of any term or condition of any agreement, including, but not limited to any construction agreement.

6. Retained Rights of Declarant. Nothing contained in this Declaration shall be interpreted or construed to prevent the Declarant, or contractors or subcontractors of the Declarant from doing or performing on all



# THIS IS NOT A CERTIFIED COPY

or any part of the Property actually owned or controlled by the Declarant or upon the Common Areas, whatever the Declarant determines to be reasonably necessary or advisable in connection with the completion of the development of the Property, including, without limitation, (a) erecting, constructing and maintaining structures as may be reasonably necessary for the conduct of the Declarant's business of completing and establishing the Property as an executive park; (b) marketing of the Property in Parcels; and (c) maintaining such sign or signs as may be reasonably necessary in connection with the sale and marketing of the Parcels.

7. Restrictions on Subdivisions and Right of Declarant to make a Declaration of Condominium. No Parcel shall be divided or subdivided or be subject to a declaration of condominium without the express permission of the Declarant so long as Class B membership exists; and, after termination of Class B membership, the vote of Members equal to 80% of the Units. However, Declarant, so long as Declarant owns one or more Parcels may subject one or more Parcels to a declaration of condominium without approval of the Owners, Members or Association. In the event that any Parcel shall become the subject of a declaration of condominium, each condominium unit owner shall be treated as a "co-owner" of the Parcel which is the subject of the declaration of condominium and shall be an Owner and Member for purpose of rights, duties and liabilities of an Owner or Member set forth in this Declaration, including, but not limited to maintenance responsibilities and assessments as if the Parcel ownership were held as joint tenants by the condominium unit owners; provided, however, that the voting of Units for any Parcel which is the subject of the declaration of condominium, as provided in Article V, shall be done in a block for the entire parcel and as determined by the condominium association formed in accordance with the declaration of condominium.

8. Rules and Regulations. The Board of Directors of the Association may by majority vote thereof, from time to time, implement and thereafter amend, modify or rescind, reasonable rules and regulations as necessary to maintain the nature and character of the executive park and effectuate the intent of this Declaration, including, but not limited to, restrictions regarding time and place of loading and unloading by vendor trucks, employee parking, restrictions on outside advertising and overnight parking, type and placement of exterior lighting and similar rules. The Board of Directors shall give each Owner written notice of any new, amended or revoked rule or regulation twenty (20) business days prior to the effective date of the implementation or revocation thereof. In the event that any rule or regulation shall conflict with this Declaration, the Declaration shall prevail.

## ARTICLE V - ASSOCIATION MEMBERSHIP AND VOTING

1. Membership. Every Owner shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from title to each parcel. Membership shall be transferred automatically by conveyance of the title to any Parcel, whereupon the membership of the previous owner shall automatically terminate. When more than one person holds an interest in any Parcel (including any interest as a condominium unit owner), all such persons shall be Members, however, the vote of all Unit for such Parcel shall be in a single block for the Parcel and exercised as the majority record holders of title to each Unit determine, but in no event shall such parcel be entitled to a greater vote than specified in this declaration. When an entity such as a corporation, partnership or limited liability company holds an interest in any Parcel, the entity shall be a Member, however, the vote of the Units for such Parcel shall be exercised by the manager, member or officer designated by organizational documents of the entity or by applicable statute, if none. In the event that any Parcel is the subject of a declaration of condominium, the vote of the Units for the Parcel which is the subject of the condominium declaration shall be exercised, in a single voting block, by the duly authorized officer of the condominium association; and, if a functioning association is not in existence, by the majority vote of the owners of the condominium units.

2. Voting Classes. The Association shall have two classes of voting Members: (a) Class A Members shall be all Owners, with the exception of Declarant while the Class B Membership exists. (b) The Class B Member shall be Declarant so long as the Declarant owns at least one Parcel and the Class B member shall be entitled to a number of votes equal to the aggregate number of Class A votes plus one additional vote. At such time as all of the Parcels have been conveyed to Class A Members or such earlier date as Declarant, in its sole discretion, may determine in writing, the Class B membership shall terminate.

# THIS IS NOT A CERTIFIED COPY

3. Governance of the Association. The Association shall be managed and operated in accordance with the Articles, as the same may be amended from time to time and the By-laws, as the same may be amended from time to time.

## **ARTICLE VI – ASSESSMENTS**

1. General Terms. For each Parcel within the Property, Declarant covenants, and Owner, by acceptance of a deed or other conveyance, whether expressed in such deed or conveyance, covenants and agrees to pay all assessments (Annual Assessment, Special Assessment; and, as applicable, each Parcel Assessment and Fine Assessment, each as defined in this Article VI) levied by the Association for the purchase of water for use anywhere on the Property, including individual Parcels, from a public utility via a master meter, the improvement, maintenance, and operation of the Common Areas, including, without limitation, the maintenance, operation and repair of the Conservation Area as designated on the Plat, the management and administration of the Association, the installation of signs and landscaping in the Common Areas, the furnishing of services as set forth in this Declaration, the establishment of a reasonable reserve account; and, for such other purposes as specifically set forth in this Declaration. However, property owned by the Association shall be exempt from assessment during the period owned by the Association. Assessments shall commence on the date of recording of a conveyance of a Parcel and shall be pro-rated for the number of days of ownership during the fiscal year of assessment.

2. Annual Assessments. The Board of Directors, by majority vote, once each fiscal year for the Association shall set an Annual Assessment at a level sufficient to meet the Association's obligations, including contingencies and reserves as the Board may from time to time deem reasonable and necessary in its sole discretion ("Budget"). The Board of Directors shall set the date or dates such Annual Assessments shall become due and may provide for collection of Annual Assessments to be payable annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of such Annual Assessment may be accelerated, at the option of the Board of Directors, and be declared due and payable in full. The Annual Assessments shall be determined for each Parcel by dividing the amount of the Budget by the number of Parcels; provided, however, that so long as the Declarant is in control of the Association; and, provides management and financial assistance to the Association, Assessments against Declarant owned Parcels may be waived by the Association. In the absence of notice of a change in the Annual Assessment from the prior year, each Owner shall continue to pay the Annual Assessments at the then existing rate established for the previous period, in the manner such payment was previously due, until notified otherwise. In the event the Common Areas is taxed separately from the Parcels, the Association shall include such taxes as part of the Annual Assessment.

3. Special Assessments. Association may levy, at any time, by majority vote of the Board of Directors, Special Assessments for the purpose of: (a) paying the cost of any construction, reconstruction, repair or replacement of an Improvement upon the Common Areas, including fixtures and personal property, or maintenance, repair or restoration of the SMS or the Conservation Area; (b) defraying the cost of any extraordinary or emergency matters that affect the Common Areas or Members of the Association, including, any unexpected expenditures not provided for by the annual budget or unanticipated increases in the amounts budgeted; (c) defraying the cost of any action to enforce the provisions of this Declaration or to act in the stead of the Owner to bring an Owner's Parcel into compliance, including, but not limited to, maintenance, repair or restoration cost provided in Article II, Section 5 to the extent not collected from the subject Parcel Owner; (d) cost to comply with any newly implemented law, statute, rule, regulation or ordinance affecting the Common Areas or the Association; and, (e) establishment of a working capital fund equal to no more than six (6) months' of the then current annual budget as determined pursuant to paragraph 2 above, in the first fiscal year in which Developer shall sell a Parcel to a third party; or, at any time if the Association shall have insufficient funds to pay its expenses. Any Special Assessment shall be due and payable at the time and in the manner specified by the Board of Directors, provided that such due date shall not be less than twenty (20) business days from the date a written notice of the Special Assessment is sent to the Owners.

4. Parcel Assessments. The Association may, from time to time, levy a Parcel Assessment against a particular Parcel and the Owner(s) thereof: (a) by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any repair, maintenance or restoration as provided herein; for the construction, reconstruction, repair, or replacement of an Improvement upon or serving the specific Parcel; (b) any additional special services to such Parcel including, but not limited to electric, fiber optic cable, cable or other

# THIS IS NOT A CERTIFIED COPY

utilities and services; and, (c) to reimburse the Association for any costs it incurs as a result of the Owner's failure to comply with this Declaration or as a result of any damage to the Common Areas by one or more of the Owners of the Parcel.

5. Fine Assessments. The Board of Directors, by majority vote, from time to time, may establish fines to be assessed in the event that any Owner fails to comply with the covenants and restrictions of this Declaration, including any rule or regulation promulgated in accordance with this Declaration. Fines may not exceed a daily amount equal to 10% of the then current Annual Assessment for any one violation. The Association shall notify the Owner(s) and occupant other than Owner (if known) of the infraction(s), the amount of the proposed fine and provide no less than fourteen (14) business days to cure the violation before assessment of the fine ("Fine Assessment"). Fines shall be paid within thirty (30) calendar days of the date of assessment. An Owner may appeal a fine at the scheduled Board of Directors meeting following notice of the imposition of the fine and the Board of Directors shall give the Owner(s) or occupant(s) the opportunity to present reasons why penalties should not be imposed for the alleged infraction(s). A written decision of the board of Directors shall be provided to the Owner(s) or occupant(s) within twenty one (21) days after the date of the meeting. All monies received from fines shall be allocated as directed by the Board of Directors and may be commingled with general funds. The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled. Fine shall become Fine Assessment and chargeable as a lien against the Owner's Parcel and a personal liability of each Owner of the Parcel, jointly and severally.

6. Interest. In the event that any Owner shall fail to pay any Annual Assessment, Special Assessment, Parcel Assessment or Fine Assessment after thirty (30) calendar days notice, the Association shall be entitled to interest thereon at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law, which shall accrue from the initial due date through the date of actual payment.

7. Lien. Each Annual Assessment, Special Assessment and, as applicable, Parcel Assessment and Fine Assessment, together with interest as provided herein and the Costs for collection, are a charge and continuing lien upon the Parcel against which each assessment is made. The lien provided for in this Article shall be perfected by the filing of a claim of lien in the public records of Hillsborough County, in favor of the Association, the priority of which shall be as of the date the claim of lien is recorded in the Public Records of Hillsborough County, unless otherwise provided by statute. The lien may be enforced and foreclosed in a like manner as a mortgage lien on real property. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal and joint and several obligation of each person who was an Owner of the Parcel at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

8. Remedies for Non-Payment. The Association may bring an action at law against the Owner or Owners personally obligated to pay any assessment, or may foreclose the lien against the Parcel upon which the assessment is made in the manner provided herein or by law. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association's authority herein may be exercised by a majority vote of the Board of Directors.

9. Suspension of Voting Rights. The voting rights of any Owner shall be suspended for any period during which any Assessment against such Owner's Parcel remains unpaid.

10. Subordination to First Mortgages. The lien of any assessment shall be inferior and subordinate to the lien of any Mortgage, including any Mortgage granted by the Declarant. The sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a Mortgagee in satisfaction of a Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

11. Accountings. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to any of the assessments against the Owners may be commingled in a single fund. The Treasurer of the Association, or the management company authorized by the Board of Directors, upon demand of any Owner

# THIS IS NOT A CERTIFIED COPY

liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge for the services involved in preparing such certificate may be assessed by the Association or management company, as applicable.

## **ARTICLE VII – GENERAL PROVISIONS**

1. **Binding Affect and Duration.** This Declaration, as amended and supplemented from time to time, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Declarant, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of twenty (20) years from the date of this Declaration is recorded in the public records of Hillsborough County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each, unless an instrument or instruments signed by Owners voting ninety percent (90%) of the Units is recorded in the public records of Hillsborough County, agreeing to modify or terminate said provisions as of a specified date. As necessary, the Board of Directors shall be permitted to record certificates of renewal which may be signed by the chairman of the Board of Directors or such other person authorized by any statute.

2. **Eminent Domain.** In the event all or part of the Common Areas owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property

3. **Notices.** Any notice required to be sent to the Owner of any Parcel under the provisions of this Declaration shall be deemed to have been sent when hand delivered, upon depositing in the U.S. mail, certified, priority or express mail, or upon depositing with a nationally recognized overnight courier and directed to the Parcel and to the last known address of each person who appears as an Owner of such Parcel on the records of the Association at the time of such mailing, if different.

4. **General Rights upon Violation and Non-Waiver.** If any person or entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, the Declarant, the Association, or any Owner shall be entitled to all specific rights set forth in this Declaration, to seek enforcement of the covenants and restrictions in an action for damages or any other remedy at law or in equity; or, to pursue an action for the purpose of preventing or enjoining all or any such violations or attempted violations. All remedies shall be cumulative and non-exclusive. The failure of Declarant, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, reservation or right herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

5. **Severability.** In the event any provision of this Declaration shall be deemed invalid, such provision shall be served herefrom and the remaining parts of this Declaration shall not be affected and shall remain in full force and effect.

6. **Amendment and Additional Property.** This Declaration may be amended at any time by an instrument signed by the Declarant. After the Class B Membership has terminated, the Declaration may be amended at any time by an instrument signed by the President or Vice President and the Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by the written consent of Members voting more than eighty per cent (80%) of the Units. Such amendment shall become effective upon its filing in the public records of Hillsborough County or such latter date as provided in the filing. Amendments to the Articles and Bylaws shall be made in accordance with the requirements of the Articles and Bylaws and need not be recorded in the public records of Hillsborough County. Additional Property may be added to the terms of this Declaration and subjected thereto or a portion of the Property removed therefrom in the same manner as any amendment to this Declaration pursuant to this paragraph. Provided, however, that in no event shall the Declaration be amended to remove or alter Article III, Section 6 without prior notice to the Hillsborough County Health Department.

# THIS IS NOT A CERTIFIED COPY

7. Declarant's Right to Assign. Declarant may assign all or only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed to be the Declarant but may exercise such rights of Declarant specifically assigned to it. In the event that any person or entity obtains title to all of the Property owned by Declarant as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Declarant by written election recorded in the public records of Hillsborough County. Regardless of the exercise of such election, such person or entity may appoint the Declarant or assign any rights of Declarant to any other party which acquires title to all or any portion of the Property by written appointment recorded in the public records of Hillsborough County. In any event, no subsequent Declarant shall be liable for any actions or defaults of, or obligations incurred by, any prior Declarant, except as the same may be expressly assumed by the subsequent Declarant.

8. Costs. The prevailing party in any dispute arising out of the subject matter of this Declaration, including interpretation thereof, or its subsequent performance shall be entitled to reimbursement of the Costs of enforcement.

9. Choice of Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON AREAS, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE PARCELS (WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

**IN WITNESS WHEREOF**, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**JAMES ANTUNANO MANAGEMENT  
CORPORATION**, a Florida corporation

*Morica Simonds*  
Print Name: Morica Simonds

*James Antunano*  
By: James Antunano, its President

*Deborah Rose Tracy*  
Print Name: Deborah Rose Tracy

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of Oct, 2011 by James Antunano, as President of James Antunano Management Corporation, a Florida corporation on behalf of the corporation, and who has provided Personally known as identification.

**NOTARY PUBLIC-STATE OF FLORIDA**  
**Deborah Rose Tracy**  
**Commission # EE118703**  
**Expires: AUG. 13, 2015**  
**BONDED THRU ATLANTIC BONDING CO., INC.**

*Deborah Rose Tracy*  
Notary Public, State of Florida

# THIS IS NOT A CERTIFIED COPY

## JOINDER OF ASSOCIATION

Executive Park of Valrico Owners' Association, Inc., a Florida non-profit corporation, hereby joins in and consents to the foregoing Declaration and hereby agrees to the provisions of the Declaration and assumes all of the rights, duties and obligations imposed upon it therein.

**IN WITNESS WHEREOF**, the undersigned has caused this joinder to be executed in its name, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**EXECUTIVE PARK OF VALRICO  
OWNERS' ASSOCIATION, INC.,**  
a Florida non-profit corporation

*Monica Simonds*  
Print Name: Monica Simonds

By: *James Antunano*  
James Antunano, its President

*Deborah Rose Tracy*  
Print Name: Deborah Rose Tracy

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of Oct, 2011 by James Antunano, as President of Executive Park of Valrico Owners' Association, Inc., a Florida non-profit corporation on behalf of the corporation, and who is personally known to me or has provided Personally known as identification.

**NOTARY PUBLIC-STATE OF FLORIDA**  
**Deborah Rose Tracy**  
**Commission # EE118703**  
**Expires: AUG. 13, 2015**  
**BONDED THRU ATLANTIC BONDING CO., INC.**

*Deborah Rose Tracy*  
Notary Public, State of Florida

THIS IS NOT A  
CERTIFIED COPY

EXHIBIT "A"  
LEGAL DESCRIPTION

**Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and Tract A, Executive Park of Valrico, according to the map or plat thereof, as recorded in Plat Book 107, Pages 126 through 128, of the public records of Hillsborough County, Florida.**

# THIS IS NOT A CERTIFIED COPY

## EXHIBIT "B" "COMMON AREAS AND EASEMENTS"

### EXECUTIVE PARK OF VALRICO PLATTED SUBDIVISION - NO IMPROVEMENTS

PLAT BOOK 167

PAGE 126

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

#### LEGAL DESCRIPTION:

THE EASEMENTS AND RESTRICTIONS SET FORTH IN THIS INSTRUMENT SHALL BE APPLICABLE TO THE ENTIRE TRACT OF LAND DESCRIBED IN THE INSTRUMENT AND SHALL BE APPLICABLE TO ALL SUCCESSORS IN INTEREST IN SAID TRACT OF LAND.

THE EASEMENTS AND RESTRICTIONS SET FORTH IN THIS INSTRUMENT SHALL BE APPLICABLE TO THE ENTIRE TRACT OF LAND DESCRIBED IN THE INSTRUMENT AND SHALL BE APPLICABLE TO ALL SUCCESSORS IN INTEREST IN SAID TRACT OF LAND.

#### SUBDIVIDER/DEDICATION:

THE SUBDIVIDER IS HEREBY DEDICATING TO THE PUBLIC THE COMMON AREAS AND EASEMENTS SET FORTH IN THIS INSTRUMENT FOR THE USE AND ENJOYMENT OF THE PUBLIC.

THE SUBDIVIDER IS HEREBY DEDICATING TO THE PUBLIC THE COMMON AREAS AND EASEMENTS SET FORTH IN THIS INSTRUMENT FOR THE USE AND ENJOYMENT OF THE PUBLIC.

#### PLAT NOTES:

1. THE EASEMENTS AND RESTRICTIONS SET FORTH IN THIS INSTRUMENT SHALL BE APPLICABLE TO THE ENTIRE TRACT OF LAND DESCRIBED IN THE INSTRUMENT AND SHALL BE APPLICABLE TO ALL SUCCESSORS IN INTEREST IN SAID TRACT OF LAND.
2. THE EASEMENTS AND RESTRICTIONS SET FORTH IN THIS INSTRUMENT SHALL BE APPLICABLE TO THE ENTIRE TRACT OF LAND DESCRIBED IN THE INSTRUMENT AND SHALL BE APPLICABLE TO ALL SUCCESSORS IN INTEREST IN SAID TRACT OF LAND.
3. THE EASEMENTS AND RESTRICTIONS SET FORTH IN THIS INSTRUMENT SHALL BE APPLICABLE TO THE ENTIRE TRACT OF LAND DESCRIBED IN THE INSTRUMENT AND SHALL BE APPLICABLE TO ALL SUCCESSORS IN INTEREST IN SAID TRACT OF LAND.

#### JAMES ANTUNANO MANAGEMENT CORPORATION, A FLORIDA CORPORATION - OWNER

*James Antunano*  
PRESIDENT

*John J. Merrell*  
VICE PRESIDENT

#### ACKNOWLEDGEMENT:

STATE OF FLORIDA, COUNTY OF HILLSBOROUGH, this 21st day of December, 2006.

James Antunano, President, James Antunano Management Corporation, and John J. Merrell, Vice President, both of said James Antunano Management Corporation, do hereby acknowledge that they have read the foregoing instrument and know the contents thereof and the execution thereof is their free and voluntary act and deed.

#### NOTARY PUBLIC

By Joanna L. Merrell  
Notary Public  
My Comm. Expires 06/06/2008

#### BOARD OF COUNTY COMMISSIONERS

THE PLAT HAS BEEN APPROVED BY THE BOARD OF COUNTY COMMISSIONERS.

*John J. Merrell*  
1/23/06

#### CLERK OF CIRCUIT COURT

THIS INSTRUMENT HAS BEEN FILED FOR RECORD IN PLAT BOOK 167 PAGE 126 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

By *John J. Merrell*  
Clerk of Circuit Court

DATE: 24 JAN 2006 10:21 AM

FILE NO: 2006040580

#### PLAT APPROVAL:

THE PLAT HAS BEEN REVIEWED AND APPROVED BY THE HILLSBOROUGH COUNTY ENGINEER, SECTION 17000, FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 62A, PART 1, FLORIDA STATUTES.

By *John J. Merrell*  
Professional Engineer License No. 3340

#### SURVEYOR'S CERTIFICATE:

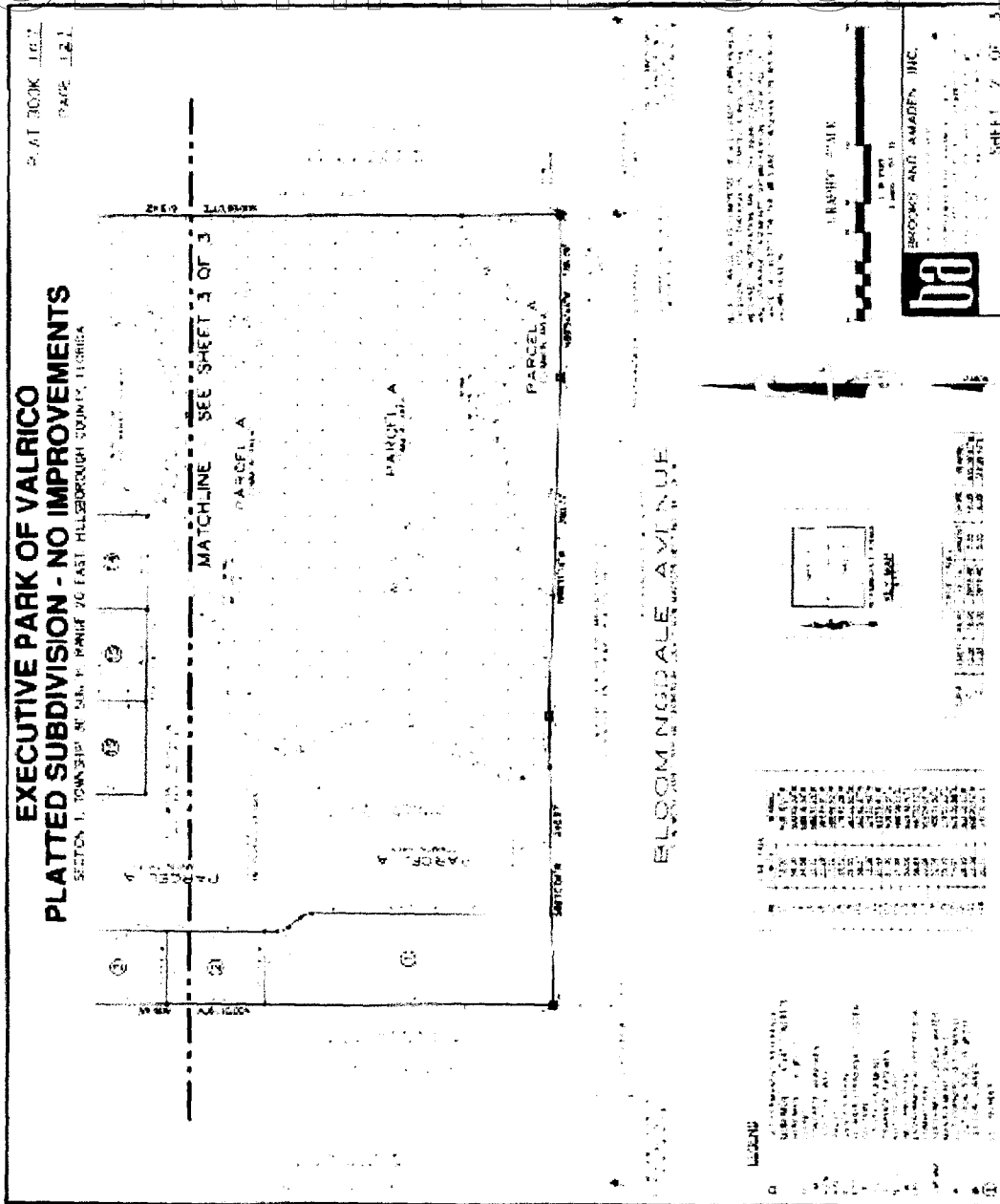
I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THE PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING DESCRIBED THEREIN AND HAS BEEN PREPARED IN ACCORDANCE WITH THE PLAT COMPAILED WITH ALL THE REQUIREMENTS OF CHAPTER 62A, PART 1, FLORIDA STATUTES AND THE HILLSBOROUGH COUNTY ENGINEER'S REQUIREMENTS.

By *John J. Merrell*  
Surveyor

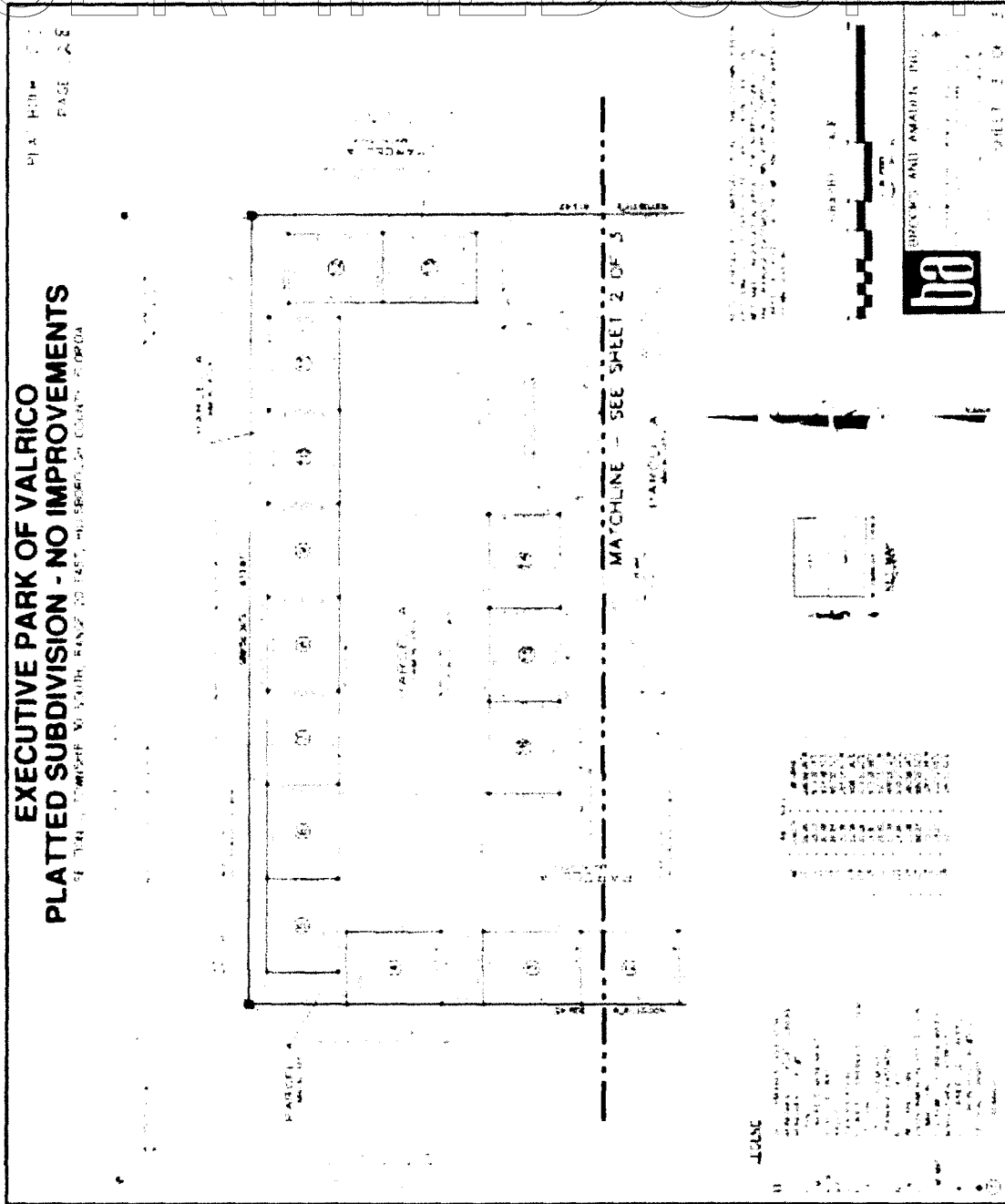
**BROOKS AND AMADEN, INC.**  
Civil Engineering & Surveying  
2005 ALBUQUERQUE AVENUE, SUITE 100, TAMPA, FLORIDA 33604  
P: 813-973-1111 F: 813-973-1112  
www.brooksandamaden.com  
SHEET 1 OF 3



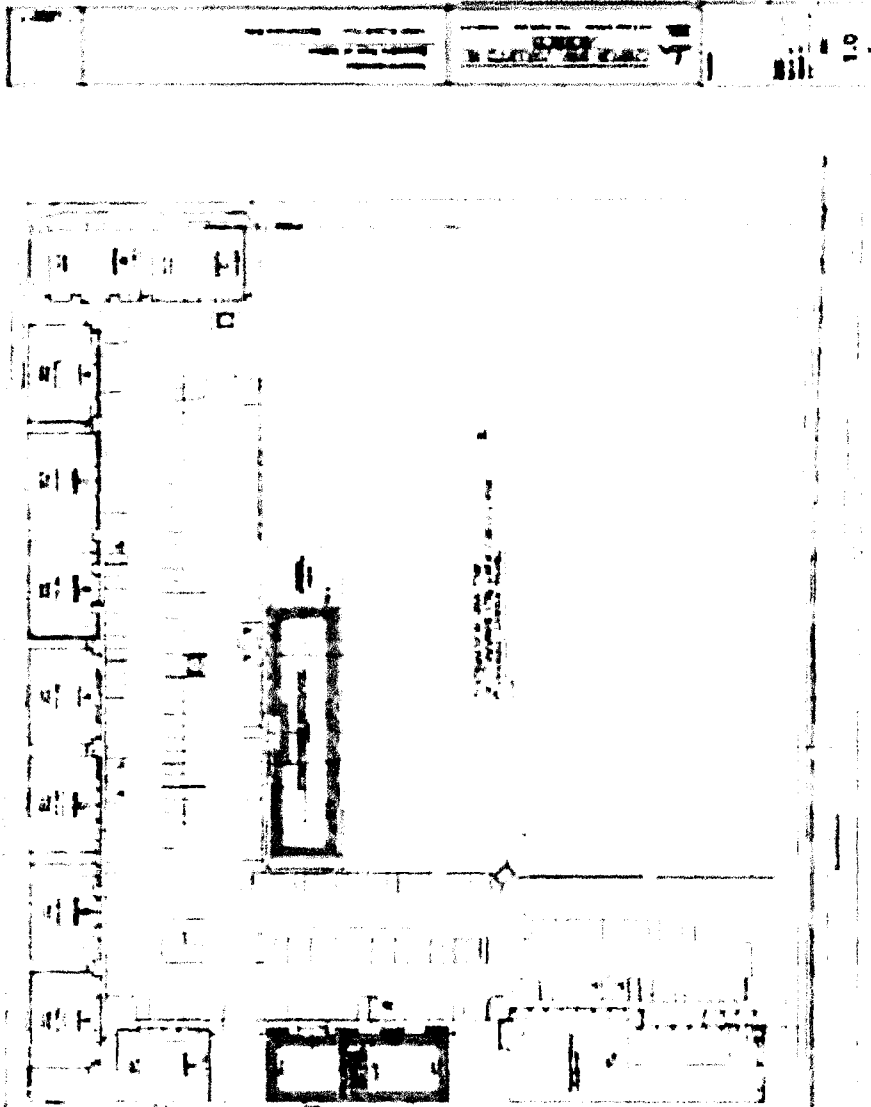
THIS IS NOT A CERTIFIED COPY



THIS IS NOT A  
CERTIFIED COPY



THIS IS NOT A  
CERTIFIED COPY



# THIS IS NOT A CERTIFIED COPY

## EXHIBIT "C" ARTICLES OF INCORPORATION OF ASSOCIATION

MAR-08-06 16:16 From:

T-223 FILED Job-223  
(((H06000062630 3)))  
06 MAR -8 PM 12:11

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

### ARTICLES OF INCORPORATION OF EXECUTIVE PARK OF VALRICO OWNERS' ASSOCIATION, INC.

The undersigned Incorporator hereby files these Articles of Incorporation for the purpose of forming a not for profit corporation under the provisions of Chapter 617, Florida Statutes.

#### ARTICLE I

##### NAME

The name of this Corporation shall be **EXECUTIVE PARK OF VALRICO OWNERS' ASSOCIATION, INC.** (the "Association").

#### ARTICLE II

##### PRINCIPAL OFFICE

The principal office of the Association is located at 1102 East Bloomingdale Avenue, Valrico, Florida 33594.

#### ARTICLE III

##### INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Association shall be located at 401 East Jackson Street, Suite 1700, Tampa, Florida 33602 and the initial registered agent of the Association shall be American Information Services, Inc. The Association may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles of Incorporation.

#### ARTICLE IV

##### PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members (the "Members"). The specific purposes for which the Association is formed are to provide for maintenance, preservation and architectural control of the property submitted in its jurisdiction pursuant to the Declaration (the "Property") and for all other community related purposes benefiting the Members.

(((H06000062630 3)))

# THIS IS NOT A CERTIFIED COPY

WA-03-06 10:18 PM

F-025 P 03/07 106-02F  
(((H06000062630 3)))

The Association is being formed to promote the health, safety and welfare of the existing and future owners of parcels within the Property and for the purposes to:

1. Exercise all of the powers, enforcement rights and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Executive Park of Valrico (the "Declaration") applicable to the Property, previously or hereafter recorded in the public records of Hillsborough County, Florida, as the same may be amended from time to time;
2. Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes and governmental charges levied or imposed against property of the Association;
3. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
4. Borrow money, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
5. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property; and
6. Have and to exercise any and all powers, rights and privileges which a corporation organized under the laws of the State of Florida by law may now or hereafter have or exercise.

## **ARTICLE V**

### **MEMBERSHIP**

James Antoneno Management Corporation (the "Declaration") and every person or entity who is a record owner of an interest in any Lot or portion of the Property which is subject to the Declaration and assessment by the Association, including contract sellers, shall be a Member. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or portion of the Property.

THIS IS NOT A  
CERTIFIED COPY  
((H06000062630 3)))

**ARTICLE VI**

**VOTING RIGHTS**

The Association shall have two classes of voting membership, Class A and Class B, each of which shall have voting rights, as described in and in accordance with the By-Laws; provided, that the Class B membership shall cease and become converted to Class A membership on the occurrence of the Turnover, as described in and pursuant to the By-Laws.

**ARTICLE VII**

**BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of one director, initially, and after Turnover (as defined in the Declaration), increased to three directors, which shall be selected in accordance with the By-Laws. The number of directors may be either increased or diminished from time to time as provided in the By-Laws. The name and street address of the initial director of this Association is:

| <u>Name</u>    | <u>Address</u>  |
|----------------|---|
| James Antunano | 1102 East Bloomingdale Avenue<br>Valrico, Florida 33594 |

**ARTICLE XIV**

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROVISIONS**

The Association has the power to operate and maintain the surface water management system facilities within Executive Park of Valrico, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

The Association shall exist in perpetuity; however, if the Association is dissolved, the control or right of access to the property containing the surface water management system facilities for Executive Park of Valrico shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

THIS IS NOT A  
CERTIFIED COPY  
VAP-08-CE 16:18 F-04: T-09E P 05/07 250-028  
(((H06000062630 3)))

All of this is in accordance with Florida Administrative Code Section 40D-4.301(3) and Basis of Review, Subsection 2.6.2.2.2.

**ARTICLE IX**

**DISSOLUTION**

The Association shall exist in perpetuity, unless otherwise dissolved in accordance with the provisions hereof. The Association may be dissolved with the written assent signed by not less than ninety percent (90%) of all Members, or as otherwise provided by law. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If acceptance of such dedication is refused, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE X**

**EFFECTIVE DATE AND DURATION OF CORPORATE EXISTENCE**

This Association shall have an effective date as of its date of filing with the Secretary of State of Florida, and shall have perpetual existence unless sooner dissolved according to law.

**ARTICLE XI**

**AMENDMENT**

Amendments to these Articles shall require the assent of a majority of the directors.

**ARTICLE XII**

**INCORPORATOR**

The name and street address of the person signing these Articles as incorporator are:

Kevin DiTanna, Esq.  
401 E. Jackson Street, Suite 1700  
Tampa, Florida 33602

# THIS IS NOT A CERTIFIED COPY

MAR-08-08 10:11 From:

T-533 P 06/07 Job-956

((H06000062630 3))

## ARTICLE XII

### BY-LAWS

The power to adopt, alter, amend or repeal By-Laws shall be vested in the Board.

## ARTICLE XIV

### INDEMNIFICATION

In addition to any rights and duties under applicable law, this Association shall indemnify and hold harmless all its directors, officers, employees and agents, and former directors, officers, employees and agents from and against all liabilities and obligations, including attorneys fees, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees and agents in their capacity as such except for willful misconduct or gross negligence.

Dated: March 8, 2006

  
Kevin DiTanna, Incorporator



# THIS IS NOT A CERTIFIED COPY

MAR-16-06 14:20 F-271

7-0387 (P. 07/07) Job-026  
(((1106000062630 3)))  
08 MAR -8 PM 12:11

**CERTIFICATE DESIGNATING PLACE OF BUSINESS  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA  
AND REGISTERED AGENT  
UPON WHOM PROCESS MAY BE SERVED**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In compliance with Section 48.091, Florida Statutes, the following is submitted:


**EXECUTIVE PARK OF VALRICO OWNERS' ASSOCIATION, INC.**, under the laws of the State of Florida with its registered office at 401 E. Jackson Street, Suite 1700, Tampa, Florida 33602, has named and designated American Information Services, Inc. as its Registered Agent to accept service of process within the State of Florida.

**ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT**

**HAVING BEEN NAMED** to accept service of process for the above-named corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties as Registered Agent.

Dated: March 8, 2006

American Information  
Services, Inc.

By: 

David M. Abel,  
it's Asst. Secretary

6

(((1106000062630 3)))

THIS IS NOT A  
CERTIFIED COPY

**EXHIBIT "D"**  
**BY-LAWS OF ASSOCIATION**

**BY-LAWS**

**OF**

**EXECUTIVE PARK OF VALRICO OWNERS' ASSOCIATION, INC.**

**ARTICLE I**

**NAME, PRINCIPAL OFFICE, DEFINITIONS**

**Section 1.1**                    **Name.** The name of the Association shall be **EXECUTIVE PARK OF VALRICO OWNERS' ASSOCIATION, INC.** (the "Association").

**Section 1.2**                    **Principal Office.** The principal office of the Association shall be located at 1102 East Bloomingdale Avenue, Valrico, Florida 33594. The Association may have such other offices as the Board of Directors may determine.

**Section 1.3**                    **Definitions.** The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized items shall have the same meaning as set forth in the Articles of Incorporation of the Association (the "Articles") and the Declaration of Easements, Covenants, Conditions and Restrictions of Executive Park of Valrico filed in the public records of Hillsborough County, Florida, as the same may be amended from time to time hereafter (the "Declaration"), unless the context indicates otherwise.

**ARTICLE II**

**MEMBERSHIP AND MEETINGS**

**Section 2.1**                    **Membership.** The Association shall have two classes of membership, as set forth in the Articles, the terms of which (pertaining to membership) are incorporated by this reference.

**Section 2.2**                    **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other place as may be designated by the Board.

**Section 2.3.**                    **Annual Meetings.** The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Meetings shall be of the Members.

**Section 2.4**                    Subsequent regular annual meetings shall be set by the Board so as to occur on a date and at a time set by the Board.

**Section 2.5**                    **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by the Members representing at least 35% of the total votes of the Association. Signatures on any such petition may be filed by facsimile transmission or other electronic means provided the signature clearly acknowledges the substantive content or purpose of the petition.

**Section 2.6**                    **Notice of Meetings.** Unless there is a specific provision in the Declaration to the contrary, written or printed notice stating the place, date and hour of any meeting shall be delivered, either personally or by mail, to each Member then entitled to vote at such meeting, not less than 10 nor more than 60 days before the date of such meeting by or at the direction of the President, Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special

# THIS IS NOT A CERTIFIED COPY

meeting except as stated in the notice.

If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address appearing on the records of the Association, with postage prepaid.

**Section 2.7 Waiver of Notice.** Waiver of notice of a meeting shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless an objection is raised on the basis of lack of proper notice before the business is put to a vote.

**Section 2.8 Adjournment of Meetings.** If any meeting cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum, provided any action taken is approved by at least a majority of the votes required to constitute a quorum.

**Section 2.9 Voting.** The voting rights of the Members shall be allocated and exercised as set forth in the following provisions.

A. Two Classes. Membership shall be divided into Class A and Class B Members and the membership in each such class, and the voting rights applicable thereto, shall be as follows:

(i) Class A. Class A Members shall be all owners of Parcels, with the exception of the Declarant (prior to Turnover). Class A Members shall be allocated one vote for each 1,000 square feet or part thereof, of buildable square footage (which excludes wetlands, and conservation areas) included in a Parcel owned by the Class A Member.

(ii) Class B. The Class B Member shall be the Declarant, or its specifically designated (in writing) successor. The rights of the Class B Member, including the right to approve actions taken under this Declaration and by the By-Laws, are specified elsewhere herein and in the Declaration. The Class B Member shall be allocated a number of votes equal to three times the total number of the aggregate of Class A votes at any given time; provided, however, that Class B membership shall cease and become converted to Class A upon Turnover as set forth in this Declaration. The Declarant need not own any Parcel subject to this Declaration to be entitled to its rights as Declarant or its rights to Class B Membership, provided that the Declarant has real property it contemplates subjecting to this Declaration.

B. Multiple Owners of Single Parcel. When any Parcel is owned of record in the name of two or more parties or Persons, such owner shall select one official representative to represent such Parcel and exercise all rights of membership in the Association, and shall notify in writing the Secretary of the Association of the name of such official representative. The vote of each official representative shall be considered to represent the will of all the owners of that Parcel. If the owners fail to designate an official representative, then the Association may accept the person asserting the right to vote as the voting owner until notified to the contrary by the other owner(s). Upon such notification the owner may not vote until the owner(s) appoint their official representative.

C. Suspension of Rights. The voting rights of any Member may be suspended for failure to pay Assessments.

D. Limited Common Property. Voting of Members as to matters pertaining to Limited

# THIS IS NOT A CERTIFIED COPY

Common Property shall be decided by a vote of only those Members identified by Declarant as being authorized and entitled to utilize and realize the benefits of the Limited Common Property.

E. **Change of Membership.** Change of membership in the Association shall be established by Recording a conveyance instrument conveying record fee simple title to such Parcel, and by the delivery to the Association of a copy of such recorded instrument. The owner designated by such instrument shall, by acceptance of such instrument, become a Member and the membership of the prior owner with respect to such conveyed Parcel shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said owner shall become a Member, but shall not be entitled to voting privileges until delivery of a copy of the conveyance instrument to the Association. The foregoing shall not, however, limit the Association's powers or privileges and the new owner shall be liable for accrued and unpaid Assessments attributable to the Parcel acquired.

F. **Assignment.** A Member's membership interest in the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Member's Parcel. Membership in the Association by all Members shall be compulsory and shall continue as to each Member until such time as such owner conveys all of its interest in the Parcel upon which its membership is based or until said interest is transferred by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Parcel upon which such membership is based.

**Section 2.10 Proxies.** On any matter as to which a Member is entitled to personally cast the vote, such vote may be cast in person or by proxy, subject to the limitations of Florida law relating to use of general proxies and subject to any specific provision to the contrary in the Articles or these By-Laws. No proxy shall be valid unless signed by the Member, dated and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and lawful adjournments of such meeting. In no event shall a proxy be valid more than ninety (90) days after the date of the original meeting for which it was given. Every proxy shall be revocable and shall automatically cease upon termination of membership or conveyance of the Parcel for which it was given.

**Section 2.11 Majority.** As used in these By-Laws, the term "majority" shall mean those votes of Members, totaling more than fifty percent (50%).

**Section 2.12 Quorum.** The presence of thirty percent (30%) of the total Members shall constitute a quorum at all meetings of the Association, in person or by proxy.

**Section 2.13 Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolution adopted at the meeting, as well as a record of all transactions occurring at the meeting.

**Section 2.14 Action Without a Meeting.** Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by a majority of the Members. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of Florida. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of a Member at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice (delivered by hand or regular U.S. mail) to all Members who did not give their written consent, fairly summarizing the material features of the authorized action.

## **ARTICLE III BOARD OF DIRECTORS**

### **Section A. Composition and Selection.**

**Section 3.1 Governing Body Composition.** The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. The Board shall have the authority to delegate

# THIS IS NOT A CERTIFIED COPY

any of its duties to agents, employees or others, provided, however, in the event of such delegation, the Board shall remain responsible for any action undertaken by such delegate. After Turnover, the directors shall be Members; the initial directors named in the Articles (the "Initial Directors") shall be exempt from this requirement; and the Declarant shall be exempt from this requirement. In the case of a Member who is not a natural person, any person appointed by or an officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member.

**Section 3.2 Number of Directors.** The number of directors in the Association shall be not less than three (3) nor more than five (5). The initial Board shall consist of three (3) directors as identified in the Articles. The Board shall have authority, from time to time to increase or decrease the number of directors, but in no event and under no circumstances shall the Board contain an even number of directors.

**Section B. Nomination and Election Procedures.**

**Section 3.3 Nomination and Declaration of Candidacy.** Prior to each election of directors, the Board shall prescribe the candidacy opening day and the candidacy closing date of a reasonable filing period in which each eligible person who has a bona fide interest in serving as a director may file as a candidate. The Board shall also establish such other rules and regulations it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner.

Nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three (3) or more Members or representatives of Members. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each election to serve until their successors are appointed, and such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Nothing contained in this Section shall be construed as limiting the right of a Member to nominate himself as a candidate for the Board at a meeting where the election is to be held.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

**Section 3.4 Election Procedures.** All elections shall be held by mail unless an alternate procedure is adopted by the Board. The Secretary shall cause notice of the elections to be mailed or delivered to each Member at least ten (10) days prior to the election closing date established by the Board for filing of ballots. Such notice shall be accompanied by a written ballot listing all candidates for each vacancy who have qualified in accordance with the procedures described in subsection (a) above, and all candidates for each vacancy nominated by the Nominating Committee, if any. The notice shall specify the name and address to which the ballots should be returned and the date by which they must be received in order to be counted, which date shall be the "election date."

Each Member may cast the vote for each position to be filled from the slate of candidates on which such member is entitled to vote. There shall be no cumulative voting.

On the election date, the Board shall open and count the ballots. The number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

**Section 3.5 Election and Term of Office.** Notwithstanding any other provision of these By-Laws:

(a) The term of the Initial Directors shall expire when the Developer turns over control of the Association to Members other than the Developer. All other directors shall serve for a term of two (2) years.

# THIS IS NOT A CERTIFIED COPY

(b) If for any reason a director is no longer a Member, as defined in the Articles, said director shall immediately resign and a successor director shall be elected in accordance with Section 3.6 of these Bylaws.

**Section 3.6 Removal of Directors and Vacancies.** Any director may be removed, with or without cause, by the vote of a majority of the Members, except for directors appointed by the Declarant who shall serve at the sole pleasure of the Declarant. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. A separate vote shall be held for each director whose removal is sought. Upon removal of a director, a successor shall be appointed by the Board to fill the vacancy for the remainder of the term.

Any director who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy for the remainder of the term, unless the vacancy is by a director appointed by the Declarant in which case the Declarant shall fill the vacancy. The Board shall make reasonable efforts to appoint successors that will balance representation throughout the Association.

## SECTION C MEETINGS.

**Section 3.7 Organization Meetings.** The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place the Board shall fix.

**Section 3.8 Regular Meetings.** Regular meetings of the Board may be held at such time and place as a majority of the directors shall determine.

**Section 3.9 Special Meetings.** Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) directors.

### **Section 3.10 Notices, Waiver Of Notice.**

(a) Notices of meetings of the Board shall specify the time and place of the meeting and in the case of a special meeting, the nature of any special business to be considered. Notice of all regular and special meetings shall be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not so posted, notice of each Board Meeting shall be mailed or delivered to each Member at least seven days before the meeting, except in an emergency. If the Association has more than one hundred Members, as an alternative to posting or mailing of notice of Board Meetings to Members as provided herein, notice may be provided by providing each Member with an annual schedule of regular Board Meetings at the beginning of the year.

(b) Notice of meetings of the Board shall be given to each director by (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director, or (iv) telephone facsimile, computer, fiber optics or other electronic communication device, with confirmation of transmission.

All such notices shall be given at the director's telephone number, fax number, electronic mail number, or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four business days before the time set for the meeting. Notices given by personal delivery, telephone or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present; and (ii) either

# THIS IS NOT A CERTIFIED COPY

before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

An assessment may not be levied at a Board Meeting unless notice of the meeting includes a statement that assessments will be considered and the nature of the assessment to be considered.

**Section 3.11 Telephonic Participation in Meetings.** Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

**Section 3.12 Quorum of Board of Directors.** At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 3.13 Compensation.** No director shall receive any compensation from the Association for acting as such. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director, and any contract in existence prior to the date of the first meeting of the Board.

**Section 3.14 Conduct of Meetings.** The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

**Section 3.15 Open Meetings.** Subject to the provisions of Section 3.16, all meetings of the Board shall be open to all Members and, if required by law, all owners of the Property identified in the Articles. Attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors to discuss matters of a sensitive nature.

**Section 3.16 Powers and Duties.**

(a) **Powers:** The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in these By-Laws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these By-Laws, or Florida law do not direct be done and exercised exclusively by the Members or the membership generally.

(b) **Duties and Rights:** The duties and rights of the Board shall include, without limitation:

(i) preparation and adoption of annual budgets and establishing an annual membership fee for Members of the Association;

# THIS IS NOT A CERTIFIED COPY

- (ii) assessing and collecting assessments from the Members;
- (iii) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided any reserve fund may be deposited in the directors' best business judgment in depositories other than banks.
- (iv) making and amending rules and regulations;
- (v) opening of bank accounts on behalf of the Association and designating the signatories required;
- (vi) enforcing by legal means the provisions of the Declaration, these By-Laws and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against property owners subject to the Declaration; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines the Association's position is not strong enough to justify taking enforcement action;
- (vii) obtaining and carrying insurance, and providing for payment of all premiums, and filing and adjusting claims, as appropriate;
- (viii) paying the cost of all services rendered to the Association or its Members;
- (ix) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (x) making available to any Member current copies of the Declarations, the Articles, the By-Laws, rules and all other books, records, and financial statements of the Association;
- (xi) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association, to the extent such indemnity is required by Florida law, the Articles or these By-Laws; and
- (xii) suspending, for a reasonable period of time, the rights of any Member or the guest, invitee, and tenant of any Member, to use any common areas, park areas, open spaces, or other areas controlled by the Association, and levying reasonable fines against any Member or the guest, invitee, and tenant of any Member, not to exceed an amount permitted by law and as prescribed by applicable law, for violation of the Articles of Incorporation, By-Laws or rules and regulations of the Association and for violation of any of the terms and conditions of the Declaration and any other governance documents of the Association.

**Section 3.17 Accounts and Reports.** An annual report shall be made available to all Members within 120 days after the close of each calendar year. The report shall show the income and expenses for the prior year, and include a copy of the adopted budget for the year in progress.

**Section 3.18 Right to Contract.** The Association shall have the right to contract for the performance of various duties and functions, including, without limitation, management, bookkeeping and legal services.

**Section 3.19 Enforcement.** Violation of the Declaration by any property owner subject thereto shall be grounds for the Association to take enforcement action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorneys' fees for appellate review. The Association may also suspend the voting rights of a Member, but only when said Member fails to pay Association membership fees or assessments, or other charges when due. The Board shall develop a procedure for addressing violations of the Declarations, and for notifying the property owner in violation.



# THIS IS NOT A CERTIFIED COPY

## ARTICLE IV OFFICERS

**Section 4.1**                    **Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer who are appointed by the Board. Officers may, but need not, be members of the Board. The Board may appoint such other officers including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary. All officers must be Members of the Association except while the Association is controlled by the Declarant, the officers need not be Members.

**Section 4.2**                    **Election and Term of Office.** The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Members. The initial officers shall be elected at the Board's organizational meeting. Officers shall serve until a successor is elected, or until the officer ceases to be a Member of the Association.

**Section 4.3**                    **Removal and Vacancies.** The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

**Section 4.4**                    **Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

**Section 4.5**                    **Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 4.6**                    **Compensation.** Compensation of officers shall be subject to the same limitations as compensation of directors.

## ARTICLE V MISCELLANEOUS

**Section 5.1**                    **Committees.** The Board may appoint such committees as it deems appropriate to perform such tasks and functions as the Board decides. Committee members serve at the Board's discretion. Any committee member, including committee chair, may be removed by the vote of a majority of the Board. Each committee shall operate in accordance with the terms of the resolution establishing such committee.

**Section 5.2**                    **Fiscal Year.** The fiscal year of the Association shall be September 30.

**Section 5.3**                    **Parliamentary Rules.** Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles, the Declaration, or these By-Laws.

**Section 5.4**                    **Conflicts.** If there are conflicts between the provisions of Florida law, the Articles, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles and the By-Laws (in that order) shall prevail.

**Section 5.5**                    **Notices.** Unless otherwise provided in these By-Laws, all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been

THIS IS NOT A  
CERTIFIED COPY

duly given if delivered personally or if sent by United States mail, first class postage prepaid.

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the Residential Unit(s) of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this section.

**Section 5.7 Amendment.**

(a) **By Director.** These By-Laws may be amended only by the affirmative vote of ninety percent (90%) of the directors

(b) **Validity and Effective Date of Amendments.** Amendments to these By-Laws shall become effective upon adoption unless a later effective date is specified therein. In no event shall a change of conditions or circumstances alone operate to amend any provisions of these By-Laws.

(c) **Obligation to Maintain Status as Excluded from Definition of a Regulated Consecutive Water System.** The By-laws may not be amended to grant authority to any Officer, Director or Member of the Association to amend the Declarations in a way to alter, amend or modify any prohibition against individually billing Members for water usage unless the Hillsborough County Health Department (or any successor thereto if the same shall be dissolved or reorganized) is first notified of the proposed change.

# Rezoning Resolution

## **RR14-095**

EXHIBIT

0

**RESOLUTION# RR14-095**

**MAJOR MODIFICATION PETITION# MM 14-0323 BR**

Upon motion by Commissioner Miller, seconded by Commissioner Beckner, the following resolution was adopted by a 7-0 vote, with the individual commissioners voting as follows:

|              |     |
|--------------|-----|
| Murman       | yes |
| Crist        | yes |
| Miller       | yes |
| Higginbotham | yes |
| Hagan        | yes |
| Beckner      | yes |
| White        | yes |

WHEREAS, on the 23rd day of January, 2014, Michael Moriarty submitted a major modification petition requesting a change in the PD (Planned Development (95-0205)) zoning classification for the parcel of land described in said petition; and,

WHEREAS, the Zoning Hearing Master on October 20, 2014, held a duly noticed public hearing on said major modification petition for PD (Planned Development (95-0205)) zoning and heard and considered testimony and documents received thereon; and,

WHEREAS, the Zoning Hearing Master filed with the Board of County Commissioners of Hillsborough County a recommendation of approval of said major modification petition; and,

WHEREAS, said recommendation of approval contained findings of fact and conclusions of law relating to consistency with the Comprehensive Plan and compatibility with adjoining land uses and zoning classifications, a copy of which recommendation is attached hereto as Exhibit A and incorporated herein by reference; and,

WHEREAS, the public notice requirements contained in the Land Development Code of Hillsborough County have been satisfied; and,

WHEREAS, the Board of County Commissioners of Hillsborough County has received and considered the report and recommendation of the Hillsborough County Administration; and,

WHEREAS, the Board of County Commissioners of Hillsborough County has received and considered the report and recommendation of the Zoning Hearing Master; and,

WHEREAS, the Board of County Commissioners of Hillsborough County has on December 9, 2014, held a duly noticed public hearing on the petition for major modification to PD (Planned Development (95-0205)) zoning and has heard and considered the evidence received thereon.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA:

I. FINDINGS

A. The Board of County Commissioners of Hillsborough County is authorized and empowered to consider the petition for major modification to PD (Planned Development (95-0205)) zoning filed by Michael Morlarty.

B. The Board of County Commissioners of Hillsborough County having considered the report and recommendation of the Hillsborough County Administration, the recommendation of the Zoning Hearing Master, and evidence and testimony from both the applicant and persons from the surrounding neighborhood, finds that the uses permitted in the major modification to PD (Planned Development (95-0205)) zoning classification are compatible with the existing land uses present in the area surrounding the subject property.

C. The Board of County Commissioners of Hillsborough County having considered the report of the Hillsborough County Administration, the recommendation of the Zoning Hearing Master, and evidence and testimony from both the applicant and persons from the surrounding neighborhood, finds that the major modification to PD (Planned Development (95-0205)) classification is compatible with the zoning districts applicable to the lands surrounding the subject property.

D. The Board of County Commissioners of Hillsborough County having considered the report and recommendation of the Hillsborough County Administration, the record of the hearing before the Zoning Hearing Master, the Zoning Hearing Master recommendation, and evidence and testimony from both the applicant and persons from the surrounding neighborhood, finds that the major modification of the subject property would be consistent with the goals, policies and objectives contained in the Comprehensive Plan enacted by the Board of County Commissioners of Hillsborough County pursuant to the authority contained in Chapter 75-390, Laws of Florida (1975), as amended, and Part II of Chapter 163, Florida Statutes, entitled, "Community Planning Act".

II. CONCLUSIONS

The Board of County Commissioners of Hillsborough County hereby approves the petition for the major modification of the PD (Planned Development (95-0205)) zoning filed by Michael Morlarty. The approval of this petition is subject to the conditions described in Exhibit B, a copy of which exhibit is attached hereto.

III. EFFECTIVE DATE

This resolution shall take effect upon vote of the Board of County Commissioners of Hillsborough County in regards to the application.

STATE OF FLORIDA     )  
                                  )  
COUNTY OF HILLSBOROUGH)

I, PAT FRANK, Clerk of the Circuit Court and Ex Officio Clerk to the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of the resolution adopted by the Board of County Commissioners of Hillsborough County, Florida at its regular meeting of December 9, 2014 as the same appears of record in Minute Book 463 of the Public Records of Hillsborough County, Florida.

WITNESS, my hand and official seal this 28th day of January, 2015.

PAT FRANK, CLERK

BY: Pamela A. Blinck  
Deputy Clerk



APPROVED BY COUNTY ATTORNEY

BY John

Approved As To Form And  
Legal Sufficiency

Hillsborough County, Florida  
**Recommendation of the Land Use Hearing Officer**  
Hearing Date: October 20, 2014

Petition Number: MM 14-0323 BR  
Applicant: GF Financial, LLC  
Location: North side of Bloomingdale Avenue, 800 feet east of Bell Shoals Road  
Folio Number: 73176.9002 and multiple others  
Existing Zoning: PD (95-0205)  
Request: MM

### **Summary of Evidence Presented**

#### Applicant Testimony:

Stephen Michelini, the applicant's representative, stated that the subject 9.44 acre site is located on the north side of Bloomingdale Avenue approximately 800 feet east of Bell Shoals Road in the Bloomingdale area of central unincorporated Hillsborough County.

The subject site is currently approved for 70,000 square feet of office space which includes a maximum of 15,917 sq. ft. for an animal hospital.

The Major Modification request is for the following land uses:

- 1) 81 multi-family units
- 2) 16,500 sq. ft. of general commercial uses (5,000 sq. ft. reserved for retail)
- 3) 17,000 sq. ft. of office space

It was stated that the apartments would be located on the northern/central portion of the site.

The general commercial uses would be located within the southwest portion of the site.

The office uses would be allowed along the western and northwestern side of the property as well as at the southeast corner of the site along Bloomingdale Avenue.

It was stated that the subject rezoning essentially represents the redevelopment of the subject site.

It was stated that the office use proposed at the southeast corner of the site will have wetland impacts but that the EPC has stated that they have no objections to the proposed rezoning.

October 20, 2014  
MM 14-0323 BR

It was noted that a pre-existing and zoning required cross-access between the subject site and the adjacent retail property to the west will include traffic calming devices to slow traffic moving across both sites

It was stated that the multi-family mix of two and three story buildings will be subject to compliance with specific architectural elevations which are included and are a part of the zoning conditions.

Development Services Department Report and Recommendation:

Development Services Department staff recommends that the request is supportable.

Staff stated that the proposed major modification will allow for the conversion of an existing approved office park, which has been minimally developed, to a three use, mixed use project.

The applicant proposes to convert from 70,000 sq. ft. of office space to: 81 multi-family units; 16,500 sq. ft. of general commercial (of which 5,000 sq. ft. is to be reserved for retail uses); and 17,000 sq. ft. of office uses.

It was stated that whereas the multi-family buildings were subject to specifically attached architectural standards the non-residential buildings were not subject to specific attached standards. However, office buildings in the northwest portion of the site are conditioned to have peaked roofs, be limited to a maximum of 3,500 sq. ft. each and limited to a maximum height of one story. Non-residential buildings located elsewhere on the subject site shall be limited to a maximum of two stories.

It was stated that the subject site has a cross-access requirement with the commercially zoned site to the west. It was stated that the commercially zoned property to the west also has the same cross-access requirement. Both non-residential sites were developed and the cross-access exists.

It was noted that a day care center use now located in the adjacent retail center to the west objects to the continued use of the existing cross-access. Staff indicated that the proposed change in zoning will result in an increase of approximately 1,371 daily trips, 35 fewer A.M. peak hour trips and 49 more P.M. peak hour trips versus the previously approved 70,000 sq. ft. of office space.

It was noted that Future Land Use Element policies strongly encourage cross-access between uses.

It was stated, given the three uses proposed by the applicant (residential, office and retail) that the site did qualify for a bump up of density and intensity from 12 units per acre to



October 20, 2014  
MM 14-0323 BR

16 units per acres and an increase in the FAR from 0.5 to 0.75. The Planning Commission staff support the bump up proposed by the applicant.

Staff stated that the proposed Major Modification, as proposed, was compatible with the surrounding development pattern.

The Planning Commission Staff Report and Recommendation:

The Planning Commission staff found that the subject application is consistent with the Comprehensive Plan. The FLUE Map designation is CMU-12. It is noted, given the three uses proposed, the Planning Commission staff supports a bump up to 16 units per acre and an FAR of 0.75.

Staff noted that the multi-family buildings proposed along the northern property line would be limited to two stories. A wall or fence would also be provided along the northern property boundary.

It was noted that Policy 15-12.1 calls for cross-access between projects. It was stated that the proposed Major Modification preserves the cross-access to the west and proposes a cross-access to the north.

Proponent Testimony:

No one spoke in support.

Opponent Testimony:

The following people spoke in opposition: Matt Newton and Rosalind Creager.

Public safety was stated as a concern. The existing cross access is a concern to a day care center, known as Peacock's Plume located within the adjacent retail center to the west. The existing shopping center owners installed speed bumps within the existing shopping center drive aisles to get parking lot traffic to slow down in the proximity of the day care center.

It was stated that parents drop-off and pick-up their children and keeping a hold of their children on the way in and out is a concern to the parents, day care and shopping center owner given the traffic on the shopping center parking lot streets.

It was stated that the day care has 140 kids. Drop off and pick-up takes place primarily during the peak hours.

October 20, 2014  
MM 14-0323 BR

Cut through traffic from Bloomingdale to Bell Shoals is possible through the shopping center to avoid the traffic light at the intersection of Bell Shoals and Bloomingdale.

It was stated that the two commercial property owners would support a pedestrian cross-access only between the two properties. It is the County staff that supports keeping the cross-access open for vehicular traffic.

Exhibits:

Applicant's presentation exhibits.  
Opposition exhibits.

**Findings of Fact**

The subject approximate 9.44 acre Major Modification site is located on the north side of Bloomingdale Avenue approximately 800 feet east of the Bloomingdale/Bell Shoals intersection in the Bloomingdale area of central unincorporated Hillsborough County.

The subject site is approved for 70,000 sq. ft. of office space. The site was originally rezoned in 1995 and most of the infrastructure for the site has been constructed. To date, two small scale office buildings have been constructed within the project site.

The subject 9.44 acre site was developed with a cross-access into the adjacent retail center to the west.

The adjacent property to the west, known as Plaza Bella is developed with a variety of retail uses. A day care center is located within the retail center with building space located within the northwestern portion of the adjacent retail center. The Plaza Bella retail center has a cross-access matching and tying in with the office project.

Internal parking lot drive aisles allow for cross access between the two projects.

The subject Major Modification is to allow for the following land uses:

- 1) 81 multi-family units
- 2) 16,500 sq. ft. of general commercial uses (5,000 of which is reserved for retail uses)
- 3) 17,000 sq. ft. of office space

The proposed site plan locates the residential uses along the northern portion of the site. Office and commercial uses are proposed along the western portion of the site and office uses are proposed at the southeast corner of the site.

October 20, 2014  
MM 14-0323 BR

The office proposed at the southeast corner of the site involves approximately 0.71 acres of wetland impacts. EPC staff have stated they are not opposed to the proposed rezoning. EPC staff states that the wetland impacts are under review.

The multi-family residential is to consist of both two and three story buildings. The residential buildings are subject to specific architectural standards.

Staff has proposed that the existing cross-access connection to the west include traffic calming devices to slow traffic moving between the two sites.

A cross-access is also proposed to the north.

The Planning Commission supports a bump up of the density that may be considered from 12 to 16 units per acre and a bump up of the FAR from 0.50 to 0.75, given the proposed three use, mixed use nature of the proposed project.

Opposition testimony was received regarding the existing cross-access between the two projects. Given an existing day care in the shopping center to the west, the owner of the center to the west is requesting that the cross-access be limited to a pedestrian cross-access only.

It is found that cut through traffic is possible today given that the adjacent shopping center has a driveway connection to both Bell Shoals and Bloomingdale. With or without the existing cross-access between the two centers, the possibility for cut through traffic will continue to exist.

It is found that the proposed Major Modification will result is slightly more P.M. peak hour traffic and slightly less A.M. peak hour traffic. Furthermore the Major Modification project traffic will likely be split between the main project driveway at Bloomingdale for westbound right turns on to Bloomingdale for commutes to Tampa while some A.M. traffic may use the cross-access to get to Bell Shoals for right turns to head north on Bell Shoals. However, it is noted that the overall A.M. traffic proposed is less than what is approved today.

It is found that P.M. peak hour traffic will be split between the main project driveway on Bloomingdale and the cross-access and the Bell Shoals driveway. To address the increase in cross-access traffic, if any, the developer will be required to install traffic calming devices to slow traffic utilizing the cross-access.

It is found that the day care chose to locate within a shopping center that has access points to both Bell Shoals and Bloomingdale and cross-access to the east to the subject 9.44 acre site. The Development Services staff recommends that traffic calming techniques be employed at the location of the existing cross-access with the redevelopment of the subject site.

October 20, 2014  
MM 14-0323 BR

It is found that the Comprehensive Plan, FLUE Policy 15- 12.1 encourages cross-access to reduce local traffic on regulated roadways.

It is found on balance that the proposed cross-access, as conditioned by staff will address public safety issues regarding local traffic speeds and furthers the intent of the Comprehensive Plan to interconnect project sites from a live-ability perspective and the build-out of communities and from a perspective of lessening reliance on collector and arterial roadways for local traffic movements.

It is found that the proposed major modification to allow for a mix of residential, office and retail uses will be compatible with the surrounding land uses and consistent with the existing zoning pattern along Bloomingdale Avenue.

It is found that the subject request is consistent with the Comprehensive Plan. The bump up in density and intensity is supported given the mixed uses proposed by the applicant.

It is noted that office space could be located along the western portion of the project site which will preserve the mixed use/three land use threshold pre-requisite for the bump up whether or not the wetland impacts associated with the office space proposed at the southeast corner of the property and which includes an approximate 0.71 acre wetland impact is approved by EPC.

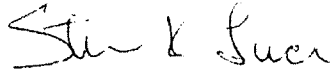
October 20, 2014  
MM 14-0323 BR

### Conclusions of Law

Based upon the testimony received, the evidence submitted, a review of the Development Services Department case file, the staff reports of Development Services and the Planning Commission, and a review of the Comprehensive Plan and Land Development Code, it is concluded that the Major Modification, as conditioned, is compatible with the surrounding land uses and zoning, and consistent with the Comprehensive Plan.

### Recommendation:

APPROVAL, of the Major Modification with conditions as recommended by Development Services staff.



\_\_\_\_\_  
Steven K. Luce, AICP  
Land Use Hearing Officer

Date: November 4, 2014

RECEIVED  
2014 NOV 10 AM 9:33  
CLERK OF  
THE BOARD



**Development Services**

**Board of County Commissioners**

Kevin Beckner  
Victor D. Crist  
Ken Hagan  
Al Higginbotham  
Lesley "Les" Miller Jr.  
Sandra L. Murman  
Stacy R. White

**County Administrator**  
Michael S. Merrill

**County Administrator**

**Executive Team**  
Lucia E. Garsys  
Carl S. Harness  
Gregory S. Horwedel  
Lana Lopez  
Bonnie M. Wise

**County Internal Auditor**  
Michelle Leonhardt

**County Attorney**  
Chip Fletcher

**Development Services**  
PO Box 1110  
Tampa, FL 33601-1110

December 15, 2014

Reference: MM 14-0323 BR

GF Financial, LLC  
4830 W. Kennedy Blvd., Ste. 445  
Tampa, FL 33609

Dear Applicant:

At the regularly scheduled public meeting on December 9, 2014, the Board of County Commissioners granted your request for a Major Modification to PD 95-0205, with the attached amended final conditions.

Please keep this letter for your records. If we may be of service to you in the future, feel free to contact our office at 272-5600.

Sincerely,

Joseph Moreda, AICP,  
Zoning Administrator

JM/ml  
Attachment

cc: John Lum, Michael Moriarty, Steve Michelini

**Approval** - Approval, subject to the conditions listed below, is based on the general site plan submitted September 30, 2014.

1. Uses on site are limited to a maximum of 16,500 square feet of floor space for CG Commercial, (General) uses, at least 5,000 square feet of which shall be reserved for retail uses; an additional 17,000 square feet of floor space for office uses only; and 81 multi-family dwelling units. Non-residential structures shall be developed in accordance with CG zoning district standards unless otherwise specified herein. Residential structures shall be developed in accordance with RMC-16 district standards unless otherwise specified herein.
  - 1.1 Billboards and/or pole signs shall not be permitted.
2. Animal Clinic uses shall be permitted only within the southern 420 feet of the project.
3. Office buildings in the northwest portion of the project shall be limited to individual buildings each no greater than 3,500 sq. ft. in size. Additionally, the buildings shall be limited to one story, have a peaked roof and be architecturally finished on all sides.
4. Non-residential buildings in the remainder of the project shall have a maximum of two stories.
5. Minimum setbacks for all buildings shall be 20 feet from the northern and eastern project boundary, 30 feet from the south boundary and zero feet from the west boundary, except that multi-family buildings shall have a minimum setback of 20 feet from the west boundary. No additional setback shall be required for buildings greater than 20 feet in height.
  - A. 20-foot-wide buffer shall be provided along the entire north boundary of the project and the northernmost 180 feet of the east boundary. Within the buffer the developer shall install a row of understory trees planted on 20-foot centers, a row of evergreen shade trees planted on 20-foot centers, and a solid PVC fence or masonry wall. The evergreen trees shall have a minimum height of 10 feet and minimum caliper of two inches at time of planting. The two rows of trees shall be planted on the north and east side of the fence/wall on alternating centers to provide maximum screening effect. If a masonry wall is utilized, it shall be architecturally finished and painted on all sides.
6. Multi-family building design shall closely conform to the elevations shown on the general site plan. Type II buildings shall have a maximum height of 35 feet and a maximum of two stories. Type I buildings shall have a maximum height of 40 feet and a maximum of three stories.
7. All trash/refuse/dumpster storage facilities shall be screened as required by the Land Development Code and shall not be located between the proposed office buildings and the north and east project boundary.
8. Landscaping shall be provided along the entire project frontage to Bloomingdale. Landscaping shall be a flowering hedge such as Azaleas, Plumbago or Reticulata.
9. Cross access shall be provided to the west, as shown on the general site plan. The developer shall install a traffic calming device which complies with design requirements of the Hillsborough County technical manual.

FINAL CONDITIONS  
OF APPROVAL

PETITION NUMBER: MM 14-0323 BR  
MEETING DATE: December 9, 2014  
DATE TYPED: December 11, 2014

- 
- A. Future cross-access with the adjacent property to the north shall be accommodated by a paved stubout to the north property line at the general location shown on the site plan.
10. If Bloomingdale Avenue is added to the Hillsborough County Corridor Plan before the issuance of a certificate of occupancy, the applicant shall dedicate to Hillsborough County, prior to the issuance of a Certificate of Occupancy, or within 90 days from the request of the County to coincide with roadway improvements, whichever comes first, up to 12 feet of right-of-way along the southern boundary of the property. The ROW shall extend from the western property boundary to the eastern property boundary.
11. The developer shall provide, at his expense, a right-turn deceleration lane to serve the western driveway into the site. The turn lane shall have a minimum length of 285 feet, including a 50-foot taper, subject to modifications based on comments from approving authorities. The design and construction shall be subject to Hillsborough County review and approval.
- A. Final location and design of the eastern driveway shall be subject to approval of Hillsborough County to avoid interference with the deceleration lane serving the western driveway.
- B. Sidewalks with a minimum width of five feet shall be constructed within the right-of-way along Bloomingdale Avenue, adjacent to the property boundary, and along all internal driveways.
- C. In addition to the internal sidewalks required above, a pedestrian pathway shall be provided along the wetland conservation area as shown on the site plan. The pathway shall connect with the sidewalk on Bloomingdale Avenue.
12. Development of the project shall be in accordance with all applicable Environmental Protection Commission (EPC) regulations. Approval of this zoning petition by Hillsborough County does not constitute a guarantee that EPC approvals/permits necessary for the development as proposed will be issued, does not itself serve to justify any impact to wetlands, and does not grant any implied or vested right to environmental approvals.
13. The project shall connect to public water and wastewater services at the developer's expense. Approval of this application does not ensure that water will be available at the time when the applicant seeks permits to actually develop.
14. The development of the project shall proceed in strict accordance with the terms and conditions contained on the General Site Plan, the land use conditions contained herein, and all applicable rules, regulations, and ordinances of Hillsborough County.
15. If the notes and/or graphic on the site plan are in conflict with specific zoning conditions and/or the Land Development Code (LDC) regulations, the more restrictive regulations shall apply, unless specifically conditions otherwise. References to development standards of the LDC in the above stated conditions shall be interpreted as the regulations in effect at the time of preliminary site plan / plat approval.



DECEMBER 9, 2014 - LAND USE MEETING - DRAFT MINUTES

The Board of County Commissioners, Hillsborough County, Florida, met in Land Use Meeting and Public Hearing, scheduled for Tuesday, December 9, 2014, at 9:00 a.m., in the Boardroom, Frederick B. Karl County Center, Tampa, Florida.

The following members were present: Chairman Sandra Murman and Commissioners Kevin Beckner, Victor Crist, Ken Hagan, Al Higginbotham, Lesley Miller Jr., and Stacy White.

CALL TO ORDER

▶ Chairman Murman called the meeting to order at 9:02 a.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

▶ Commissioner Miller led in the pledge of allegiance to the flag and gave the invocation.

WITHDRAWALS, CONTINUANCES, AND REMANDS

- A.1. PRS 14-0736-NWH/NW - Genesis Group - The applicant requested a continuance to the January 13, 2015, land use meeting at 9:00 a.m.
- A.2. RZ 14-0959-SM/C - Eva Weathers - The applicant requested a remand of the application to the Zoning Hearing Master (ZHM) meeting on January 20, 2015, at 6:00 p.m., for consideration of a revised application.
- A.3. PRS 15-0025-SCC and WM/S - King Engineering Associates Incorporated - The application was out of order to be heard and was continued to the January 13, 2015, land use meeting at 9:00 a.m.
- A.4. PRS 15-0048-NWH/NW - Genesis Group - The applicant requested a continuance to the January 13, 2015, land use meeting at 9:00 a.m.
- A.5. PRS 15-0069 - Molloy and James - The applicant had withdrawn the application.

▶ Mr. Joe Moreda, Community Development, Development Services, read the changes to the agenda. ▶ **Commissioner Beckner moved the changes, seconded by Commissioner Miller, and carried seven to zero.**

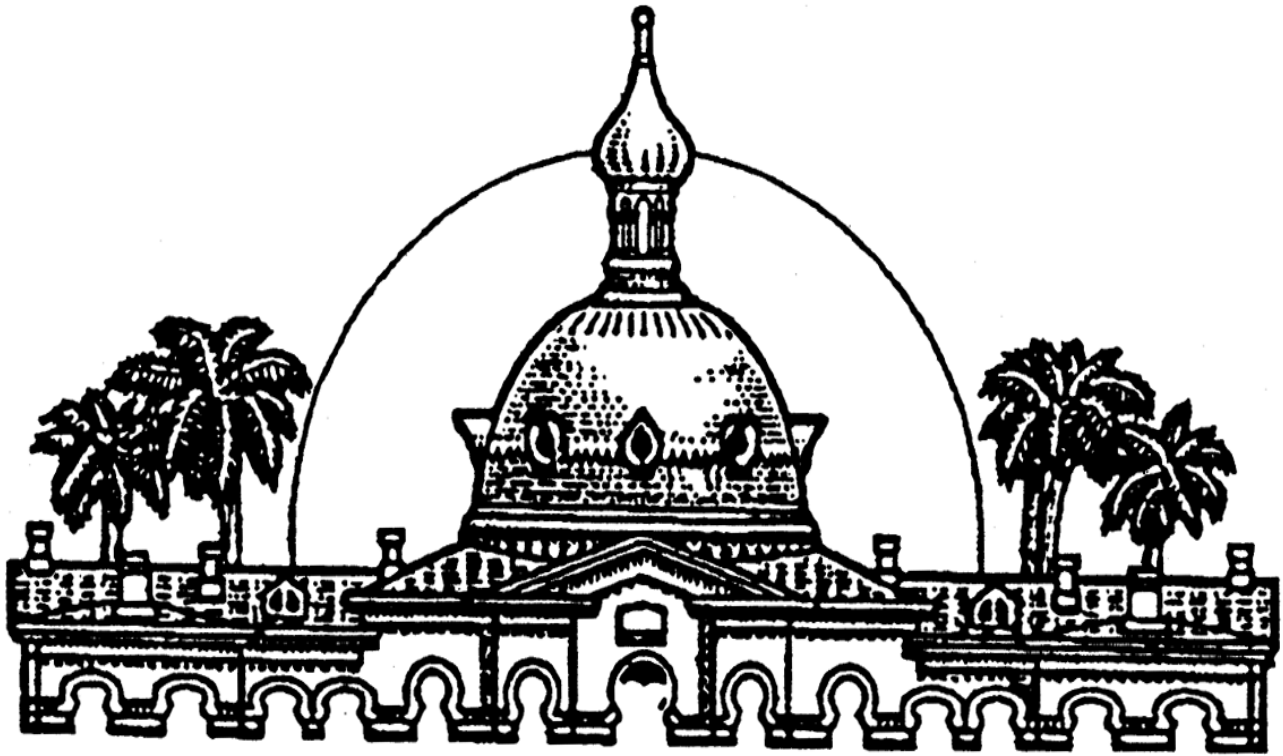
CONSENT AGENDA

▶ Chairman Murman sought a motion to approve the consent. **Commissioner Miller so moved, seconded by Commissioner Beckner, and carried seven to zero.**

TUESDAY, DECEMBER 9, 2014 - DRAFT MINUTES

- B.1. Application Number: MM 14-0323-BR/C  
Applicant: Michael Morlarty  
Location: North side of Bloomingdale Avenue, 800 feet east of Bell Shoals Road  
Folio Numbers: 73176.9002 and multiple  
Acreage: 9.44 acres, more or less  
Comprehensive (Comp) Plan: CMU-12  
Service Area: Urban  
Community Plan: Brandon  
Existing Zoning: Planned development (PD) (95-0205)  
Request: Major modification to a PD  
RECOMMENDATION:  
ZHM: Approval  
Development Services: Approvable, subject to conditions  
Planning Commission (PC): Consistent with Comp Plan
- B.2. Application Number: MM 14-0899-BR/C  
Applicant: Blue Sky Communities LLC  
Location: West side of Knights Avenue, 300 feet north of State Road 60  
Folio Number: 68670.0300  
Acreage: 6.10 acres, more or less  
Comp Plan: OC-20  
Service Area: Urban  
Community Plan: Brandon  
Existing Zoning: Planned development (PD) (04-1583)  
Request: Major modification to a PD  
RECOMMENDATION:  
ZHM: Approval, subject to conditions  
Development Services: Approvable, subject to conditions  
PC: Consistent with Comp Plan
- B.3. Application Number: RZ 14-0901-BR/C  
Applicant: Molloy and James  
Location: East side of Pauls Drive, 300 feet north of Millennium Drive  
Folio Number: 71589.0100  
Acreage: 5 acres, more or less  
Comp Plan: CMU-12  
Service Area: Urban  
Community Plan: Brandon

HILLSBOROUGH COUNTY - LAND DEVELOPMENT CODE



# Hillsborough County Florida

title

Amended November 14, 1996

ACKNOWLEDGMENTS

Appreciation is extended to V. Gail Easley of the Gail Easley Company, in association with C. David Coffey with the law firm of Coffey, Kalishman & Tillman and John K. McPherson, attorney for the primary writing and organization of the material in this Code.

In addition, we wish to acknowledge the input of the Professional Task Force appointed to assist the consultants in their efforts, including Trisha Neasman of the Southwest Florida Water Management District, Tom Snelling of the City of Tampa, Attorney Russ Thomas, Glenn Schneider of Tampa Electric Company, consultant John LaRocca, Bob Upcavage of the Hillsborough County Environmental Protection

Commission, Lorraine Duffy of the Hillsborough County City-County Planning Commission, Jamie Scarola of Scarola Associates, and County staff members: Assistant County Attorney Susan Fernandez, Assistant County Attorney Jim Porter, Liza Lowry of Data Management, Building Official Burt Folce, Manager of Code Enforcement Don Shea, County Engineer Bob Gordon, Impact Fee Coordinator Lucia Garsys, Director of Planning and Growth Management Gene Boles, and Zoning Administrator Paula Harvey.

We are also grateful to the members of the public and the development community who contributed to the review process including the Development Regulations Task Force, the Greater Tampa Builders Association, the Citizens Advisory Committee, and the Hillsborough County City-County Planning Commission.

Thank you all for your contribution toward a restructured Land Development Code.

In appreciation,

**The Hillsborough County Board of County Commissioners**

Jim Norman, Chairman

Dottie Berger, Vice Chairman

Phyllis Busansky

Joe Chillura

Chris Hart

Ed Turanchik

Sandra Wilson

Sec. 6.01.01. - Schedule of District Area, Height, Bulk, and Placement Regulations

Except as specifically provided in this Code, regulations governing the minimum zoning lot size, width and area per dwelling unit, required front, side and rear yards, maximum permitted floor area ratio (FAR), maximum permitted height of structures, maximum permitted lot coverage, maximum permitted impervious surface and related matters shall be for the districts as shown in the following table:

**SCHEDULE OF AREA, HEIGHT, BULK, AND PLACEMENT REGULATIONS**

The standards described in this table shall be used for the purpose of establishing individual lot standards pursuant to a property's zoning. In the Urban Service Area, individual lots may only be developed using these standards as a minimum to the extent it can be demonstrated in a plat or site development plan that the project as a whole does not exceed gross density as defined and regulated by the Comprehensive Plan.

| Minimum Zoning Lot Size                       |                                   |                           |                        | Required Yard <sup>30</sup> |                   |                   |            |                              |                  | Maximum Percent                |                   |
|---|-----------------------------------|---------------------------|------------------------|-----------------------------|-------------------|-------------------|------------|------------------------------|------------------|--------------------------------|-------------------|
| District                                      | Lot Area (sf)                     | Area/du                   | Width                  | Front <sup>9</sup>          | Side <sup>1</sup> | Rear <sup>1</sup> | Added Yard | Maximum F.A.R. <sup>34</sup> | Maximum Height   | BuildingCoverage <sup>27</sup> | ImperviousSurface |
| <b>Agricultural and Residential Districts</b> |                                   |                           |                        |                             |                   |                   |            |                              |                  |                                |                   |
| AM  | 871,200 <sup>2</sup>              | 871,200                   | 150'                   | 50'                         | 25'               | 50'               | NA         | NA                           | 50'              | NA                             | NA                |
| A   | 435,600 <sup>2</sup>              | 435,600                   | 150'                   | 50'                         | 25'               | 50'               | NA         | NA                           | 50'              | NA                             | NA                |
| AR  | 217,800 <sup>2</sup>              | 217,800                   | 150'                   | 50'                         | 25'               | 50'               | NA         | NA                           | 50'              | NA                             | NA                |
| AS-0.4  | 108,900 <sup>2</sup>              | 108,900                   | 150'                   | 50'                         | 25'               | 50'               | NA         | NA                           | 50'              | NA                             | NA                |
| AS-1  | 43,560 <sup>2</sup>               | 43,560                    | 150'                   | 50'                         | 15'               | 50'               | NA         | NA                           | 50'              | NA                             | NA                |
| ASC-1   | 43,560 <sup>2</sup>               | 43,560                    | 150'                   | 50'                         | 15'               | 50'               | NA         | NA                           | 50'              | NA                             | NA                |
| AI  | 43,560                            | 43,560                    | 150'                   | 50'                         | 15'               | 50'               | NA         | NA                           | 50'              | NA                             | NA                |
| RSC-2   | 21,780 <sup>3</sup>               | 21,780 <sup>3</sup>       | 100'                   | 25'                         | 10'               | 25'               | NA         | NA                           | 35'              | 30                             | NA                |
| RSC-3   | 14,520 <sup>3</sup>               | 14,520                    | 75'                    | 25'                         | 7.5'              | 25'               | NA         | NA                           | 35'              | 32                             | NA                |
| RSC-4   | 10,000 <sup>3</sup>               | 10,000                    | 75'                    | 25'                         | 7.5'              | 25'               | NA         | NA                           | 35'              | 35                             | NA                |
| RSC-6   | 7,000 <sup>3</sup>                | 7,000                     | 70'                    | 25'                         | 7.5'              | 25'               | NA         | NA                           | 35'              | 40                             | NA                |
| RSC-9   | 5,000 <sup>3</sup>                | 5,000                     | 50'                    | 20'                         | 5'                | 20'               | NA         | NA                           | 35'              | 40                             | NA                |
| RSC-10 <sup>31</sup>                          | 4,000 <sup>3</sup>                | 4,000                     | 40', 50' <sup>32</sup> | 15', 5' <sup>33</sup>       | 5'                | 15'               | NA         | NA                           | 35'              | 55                             | NA                |
| MH  | as per underlying zoning district |                           |                        |                             |                   |                   |            |                              |                  |                                |                   |
| RDC-6 <sup>4</sup>                            | 7,260                             | 7,260                     | 60'                    | 25'                         | 7.5'              | 20'               | NA         | NA                           | 35'              | 30                             | NA                |
| RDC-12 <sup>5&amp;6</sup>                     | 3,500                             | 3,500                     | 40'                    | 20'                         | 5'                | 20'               | NA         | NA                           | 35'              | 35                             | NA                |
| RMC-6 <sup>5</sup>                            | 21,780 <sup>3</sup>               | 7,260 <sup>7&amp;34</sup> | 70'                    | 25'                         | 10'               | 20'               | NA         | NA                           | 35'              | 35                             | 60                |
| RMC-9 <sup>5</sup>                            | 14,520 <sup>3</sup>               | 4,840 <sup>7&amp;34</sup> | 70'                    | 25'                         | 10'               | 20'               | NA         | NA                           | 35' <sup>8</sup> | 35                             | 70                |
| RMC-12 <sup>5</sup>                           | 10,890 <sup>3</sup>               | 3,630 <sup>7&amp;34</sup> | 70'                    | 25'                         | 10'               | 20'               | NA         | NA                           | 35' <sup>8</sup> | 40                             | 70                |
| RMC-16 <sup>5</sup>                           | 8,175 <sup>3</sup>                | 2,725 <sup>7&amp;34</sup> | 70'                    | 25'                         | 10'               | 20'               | NA         | NA                           | 45' <sup>8</sup> | 40                             | 75                |
| RMC-20 <sup>5</sup>                           | 6,540 <sup>3</sup>                | 2,180 <sup>7&amp;34</sup> | 70'                    | 25'                         | 10'               | 20'               | NA         | NA                           | 45' <sup>8</sup> | 40                             | 75                |
| <b>Non-Residential Districts</b>              |                                   |                           |                        |                             |                   |                   |            |                              |                  |                                |                   |
| B-PO  | 7,000                             | NA                        | 70'                    | 30'                         | 10&11             | 10&11             | NA         | .20                          | 50' <sup>8</sup> | 20                             | 60                |
| O-R   | 7,000                             | NA                        | 70'                    | 30'                         | 10&11             | 10&11             | NA         | .20                          | 35' <sup>8</sup> | 20                             | 60                |
| C-N   | 7,000                             | NA                        | 70'                    | 30'                         | 10&11             | 10&11             | NA         | .20                          | 35' <sup>8</sup> | 20                             | 60                |

|                   |        |    |      |                   |       |       |    |                   |                  |    |    |
|-------------------|--------|----|------|-------------------|-------|-------|----|-------------------|------------------|----|----|
| C-G               | 10,000 | NA | 75'  | 30'               | 10&11 | 10&11 | NA | .27 <sup>29</sup> | 50 <sup>8</sup>  | 27 | 70 |
| C-I <sup>12</sup> | 20,000 | NA | 100' | 30'               | 10&11 | 10&11 | NA | .30               | 50 <sup>8</sup>  | 30 | 75 |
| M <sup>12</sup>   | 20,000 | NA | 100' | 30' <sup>13</sup> | 10&11 | 10&11 | NA | .40               | 110 <sup>8</sup> | 40 | 75 |

**Special Purpose Districts**

|    |   |  |  |  |  |  |  |  |  |  |  |
|----|---|--|--|--|--|--|--|--|--|--|--|
| SB | as per underlying zoning district and <u>Sec. 3.01.02</u> |  |  |  |  |  |  |  |  |  |  |
|----|---|--|--|--|--|--|--|--|--|--|--|

**Special Public Interest Districts**

|        |  |  |  |  |  |  |  |  |  |  |  |
|--------|--|--|--|--|--|--|--|--|--|--|--|
| SPI-HC | as per underlying zoning district unless modified by <u>Sec. 3.01.07</u> |  |  |  |  |  |  |  |  |  |  |
|--------|--|--|--|--|--|--|--|--|--|--|--|

SPI-UC:  
UC-1—

|                 |                            |                           |     |     |       |     |    |     |                 |    |    |
|-----------------|----------------------------|---------------------------|-----|-----|-------|-----|----|-----|-----------------|----|----|
| SF du           | 7,000 <sup>3&amp;14</sup>  | 7,000                     | 70' | 25' | 7.5'  | 25' | NA | NA  | 35'             | 30 | NA |
| Res. ≤ 12 du/ac | 10,890 <sup>3&amp;14</sup> | 3,630 <sup>7&amp;34</sup> | 70' | 25' | 10'   | 20' | NA | NA  | 35'             | 40 | 70 |
| Res. > 12 du/ac | 6,540 <sup>3&amp;14</sup>  | 2,180 <sup>7&amp;34</sup> | 70' | 25' | 10'   | 20' | NA | NA  | — <sup>15</sup> | 40 | 75 |
| NonRes.         | 7,000                      | NA                        | 70' | 25' | 10&11 | 25' | NA | .75 | — <sup>15</sup> | 50 | 75 |

UC-2—

|         |       |    |     |     |       |     |    |                   |                 |    |    |
|---------|-------|----|-----|-----|-------|-----|----|-------------------|-----------------|----|----|
| NonRes. | 7,000 | NA | 70' | 25' | 10&11 | 25' | NA | .75 <sup>28</sup> | — <sup>15</sup> | 50 | 75 |
|---------|-------|----|-----|-----|-------|-----|----|-------------------|-----------------|----|----|

UC-3—

|                 |                      |                           |     |     |       |     |    |     |                 |    |    |
|-----------------|----------------------|---------------------------|-----|-----|-------|-----|----|-----|-----------------|----|----|
| SF du           | 7,000 <sup>14</sup>  | 7,000                     | 70' | 25' | 7.5'  | 25' | NA | NA  | 35'             | 30 | NA |
| Res. ≤ 12 du/ac | 10,890 <sup>14</sup> | 3,630 <sup>7&amp;34</sup> | 70' | 25' | 10'   | 20' | NA | NA  | 35'             | 40 | 70 |
| Res. > 12 du/ac | 6,540 <sup>14</sup>  | 2,180 <sup>7&amp;34</sup> | 70' | 25' | 10'   | 20' | NA | NA  | — <sup>15</sup> | 40 | 75 |
| NonRes          | 7,000                | NA                        | 70' | 25' | 10&11 | 25' | NA | .25 | — <sup>15</sup> | 25 | 75 |

SPI-AP:

|         |        |    |      |                   |                   |                   |     |                 |                 |    |                  |
|---------|--------|----|------|-------------------|-------------------|-------------------|-----|-----------------|-----------------|----|------------------|
| AP-1    | 30,000 | NA | 100' | NA                | NA                | NA                | NA  | NA <sup>8</sup> | NA              | NA | 80 <sup>16</sup> |
| AP-2    | 30,000 | NA | 100' | NA                | NA                | NA                | NA  | NA              | NA              | NA | 80 <sup>16</sup> |
| AP-3    | 30,000 | NA | 100' | 30' <sup>17</sup> | 10' <sup>18</sup> | 20' <sup>18</sup> | NA  | .50             | 35'             | NA | 80 <sup>16</sup> |
| AP-4    | 30,000 | NA | 100' | 30' <sup>17</sup> | 10' <sup>18</sup> | 20' <sup>18</sup> | NA  | .60             | 35'             | NA | 80 <sup>16</sup> |
| AP-5    | 30,000 | NA | 100' | 30' <sup>17</sup> | 10' <sup>18</sup> | 20' <sup>18</sup> | NA  | .60             | 70 <sup>8</sup> | NA | 80 <sup>16</sup> |
| AP-V    | 30,000 | NA | 100' | NA                | NA                | NA                | NA  | NA              | NA              | NA | 80 <sup>16</sup> |
| SPI-NDM | 19     | 19 | 19   | 19                | 19                | 19                | 40' | 19              | 19              | 19 | 19               |

**Interstate I-75 Planned Development Districts<sup>20</sup>**

|        |    |                  |    |                   |    |    |    |                    |       |    |                  |
|--------|----|------------------|----|-------------------|----|----|----|--------------------|-------|----|------------------|
| IPD-1: |    |                  |    |                   |    |    |    |                    |       |    |                  |
| Res    | NA | 12 <sup>21</sup> | NA | 30' <sup>15</sup> | 22 | 22 | NA | NA                 | 23&15 | NA | 70 <sup>24</sup> |
| Off    | NA | NA               | NA | 30' <sup>15</sup> | 22 | 22 | NA | 0.50 <sup>25</sup> | 23&15 | NA | 60 <sup>24</sup> |
| Com    | NA | NA               | NA | 30' <sup>15</sup> | 22 | 22 | NA | 0.50 <sup>25</sup> | 23&15 | NA | 70 <sup>24</sup> |

|        |    |                  |    |                       |                         |                         |    |                    |       |    |                  |
|--------|----|------------------|----|-----------------------|-------------------------|-------------------------|----|--------------------|-------|----|------------------|
| Ind    | NA | NA               | NA | 30 <sup>15</sup>      | 22                      | 22                      | NA | 0.50 <sup>25</sup> | 23&15 | NA | 75 <sup>24</sup> |
| IPD-2: |    |                  |    |                       |                         |                         |    |                    |       |    |                  |
| Res.   | NA | 20 <sup>21</sup> | NA | 30 <sup>15</sup>      | 22                      | 22                      | NA | NA                 | 23&15 | NA | 75 <sup>24</sup> |
| Off    | NA | NA               | NA | 30 <sup>15</sup>      | 22                      | 22                      | NA | 1.00 <sup>25</sup> | 23&15 | NA | 60 <sup>24</sup> |
| Com    | NA | NA               | NA | 30 <sup>15</sup>      | 22                      | 22                      | NA | 1.00 <sup>25</sup> | 23&15 | NA | 70 <sup>24</sup> |
| Ind    | NA | NA               | NA | 30 <sup>15</sup>      | 22                      | 22                      | NA | 1.00 <sup>25</sup> | 23&15 | NA | 75 <sup>24</sup> |
| IPD-3  |    |                  |    |                       |                         |                         |    |                    |       |    |                  |
| Res    | NA | 50 <sup>21</sup> | NA | 12'-15' <sup>26</sup> | 20 <sup>15&amp;26</sup> | 20 <sup>15&amp;26</sup> | NA | NA                 | 10    | NA | 80 <sup>24</sup> |
| Off.   | NA | NA               | NA | 12'-15' <sup>26</sup> | 20 <sup>15&amp;26</sup> | 20 <sup>15&amp;26</sup> | NA | 2.50 <sup>25</sup> | 10    | NA | 80 <sup>24</sup> |
| Com    | NA | NA               | NA | 12'-15' <sup>26</sup> | 20 <sup>15&amp;26</sup> | 20 <sup>15&amp;26</sup> | NA | 2.50 <sup>25</sup> | 10    | NA | 80 <sup>24</sup> |
| Ind    | NA | NA               | NA | 12'-15' <sup>26</sup> | 20 <sup>15&amp;26</sup> | 20 <sup>15&amp;26</sup> | NA | 2.50 <sup>25</sup> | 10    | NA | 80 <sup>24</sup> |

**ENDNOTES**

1. See **6.01.03** , Lots; Dimensional, Access and Related.
2. Up to one-fifth of the required lot area may consist of conservation or preservation areas or other wet areas which receive density credits under the Comprehensive Plan.
3. See **6.01.06** , Minimum Lot Size by Available Utility.
4. For duplexes owned fee-simple. For two units on one lot, minimum zoning lot size shall be 14,520 square feet, with a minimum width of 75 feet.
5. In multiple-family developments, required distances between buildings shall be determined based on **6.01.03 E and K**.
6. For two units on one lot, minimum zoning lot size shall be 7,000 square feet, with a minimum width of 60 feet.
7. In multiple-family developments, a lot size less than the required lot size per dwelling unit shall be permitted, provided that the results of dividing the number of dwelling units within the zoning lot into the square footage of the zoning lot, at least equals the required minimum square footage per dwelling unit for the district in which the zoning lot is located. The Hillsborough County Subdivision Regulations, **6.02.00** , must be met.
8. Structures with a permitted height greater than 20 feet shall be set back an additional two feet for every one foot of structure height over 20 feet. In SPI-AP-1, AP5, and AP-V this requirement applies only to in-terminal hotels/motels. The additional setback shall be added to setbacks or buffers which function as a required rear and side yard as established in the Schedule of Area, Height, Bulk and Placement Regulations.
9. Required front yards along designated transportation corridors shall be measured from the corridor reservation line as established under Section 5.11.00 of this Code.
10. Yards shall be as required in **6.01.03, 6.06.06, and 6.11.00** by use.
11. For non-residential districts abutting residential districts, buffers shall be increased over the required buffer area one foot for every ten feet of building length over 100 feet which is adjacent to those buffers. Parking, drives and retention areas are permitted in these increased buffer areas.
12. A site plan controlled zoning district shall be required for all new and expanded industrial uses located on major water bodies.
13. Required front yards shall be 50 feet across when across from residentially zoned property or areas with residential land use designations based on the Comprehensive Plan.
14. See **3.01.04** , SPI-UC Standards.
15. For all structures with a height greater than 30 feet, setbacks shall be one additional foot for each foot of structure height over 30 feet. The additional setback shall be added to setbacks or buffers which function as a required rear and side yard as established in the Schedule of Area, Height, Bulk and Placement Regulations.
16. An area equal to at least 0.20 times the land area of the parcel shall be reserved for landscaping and permeable open areas, and shall be improved and maintained accordingly. Such areas may include landscaping buffers, open vegetated yards, permeable retention areas, parking area screening, landscaped islands, mulched or vegetated play or seating areas, and areas paved with permeable paving blocks. No more than 25 percent of the required landscaped and pervious area shall be composed of permeable paving block.
17. Unless the parcel fronts on a collector or arterial street, as shown on the Hillsborough County Functional Classification Map, which has a right-of-way less than 175 feet, in which case the minimum required yard shall be 50 feet.
18. Unless abutting a residential district, in which case the minimum required yard shall be 75 feet.
19. See **3.01.06** , SPI North Dale Mabry Standards.
20. See **3.02.00** , Interstate 75 Planned Development District Categories and Boundaries.
21. Eight (8) dwelling units per gross acre is the maximum permitted density in the region located between the Tampa City limits and the Pasco/Hillsborough County boundary.
22. See **3.02.04** .
23. See also **3.02.00** relative to development proposed to abut residential developments for specific height restrictions in IPD districts.
24. Open space areas not required for parking lots or buffering shall be landscaped. Open space shall contain no more than 20 percent impervious surfaces in the form of recreational facilities, pedestrian walks, bicycle trails, or paved plazas.
25. See also **3.02.00** relative to the protection of pre I75 corridor residential development that basically is suburban and the intensity "rings". Intensities for all proposed uses within a ring shall be limited to a maximum FAR of 0.30.
26. Where the building exceeds 65 feet in height, the setbacks from the street shall be one additional foot for each foot of building height above 65 feet.
- 27.

The averaging of maximum permitted lot coverage may be authorized by the county Administrator. The maximum gross area for which averaging may be applied shall be a plat, or portion thereof, that is recorded in the Clerk of the Circuit Court's Office. Compliance with all administrative criteria approved by the Administrator shall be required.

28. If located entirely within the P (Public) land use category of the Comprehensive Plan, a maximum FAR of 1.5 shall be permitted.
29. In the AM, A, AR, AE, RES-1, Res. Planned-2, RES-2, RES-4, RES-6, RES-9, and RES-12 land use categories, the maximum F.A.R. shall be .25.
30. The Administrator may approve a reduction in the required zoning setback of up to ten percent in situations where the setback is not also a buffer between incompatible uses and the trees meeting the criteria listed below can be retained by reducing the setback and adjusting the location of the principal or accessory structure(s) to be built on the site. The Administrator shall consider any adverse impacts of the setback reduction on affected properties, based on the type of development and location of existing structures.
31. See Section 6.11.119 for Supplemental Standards to the RSC-10 Zoning District.
32. Minimum interior lot width shall be 40 feet; Corner lots shall have a minimum lot width of 50 feet as measured along the functional front yard.
33. The front yard setback may be reduced to 5 feet if the lot has a garage accessed by either a paved alley or paved private access easement in the rear of the lot. For corner lots, a maximum of one of the front yard setbacks may be reduced to 5 feet.
34. To calculate density for Multi Family and F.A.R for non residential or vertically integrated mixed use development on sites that contain over 25% of the site in Areas Wetlands, the upland portion of the lot shall be multiplied by 1.25 to get the available acres for calculating project density or F.A.R, and then multiply that result by the density or F.A.R. of the Future Land Use Classification of the property  $\{(upland\ acres \times 1.25) \times maximum\ density\ or\ F.A.R.\ of\ Future\ Land\ Use\ Classification\}$ .

Trees to be retained shall meet the following criteria:

1. The tree(s) is of an outstanding character, size or quality for the particular species; or the tree represents one of the minimum number of trees required based on development type and area; and
2. The normal canopy of the tree(s) to be retained will not be significantly altered by construction activity if the setback reduction is approved; and
3. The tree(s) to be retained is of good, viable condition demonstrating a desirable canopy formation for the species.

(Ord. No. 92-23, 10-29-92; Ord. No. 94-4, § 2, 3-10-94; Ord. No. 98-43, § 2, 7-17-98; Ord. No. 99-25, § 2, 11-18-99; Ord. No. 00-21, § 2, 5-18-00; Ord. No. 02-13, § 2, 8-1-02; Ord. No. 04-27, § 2, 6-10-04; Ord. No. 05-22, § 2, 11-17-05; Ord. No. 09-53, Item L, 6-11-09, eff. 10-1-09; Ord. No. 09-62, Item G, 10-26-09, eff. 2-1-2010; Ord. No. 14-18, § 2(Exh. A)(Item IV-A)(1409471), 6-12-14, eff. 6-19-14)



## PART 5.01.00 - SUBDIVISION

### Sec. 5.01.01. - Generally

#### A. Purpose

The purpose of the Subdivision Regulations is to set forth regulations regarding the subdivision and development of land in unincorporated Hillsborough County in order to protect the health, safety, welfare, and general well being of the citizens of Hillsborough County.

#### B. Objectives

It is intended that the implementation of these regulations accomplish the following objectives:

1. Provide efficient and effective review, determination, and compliance procedures;
2. Ensure proper legal description, identification, monumentation, and recording of property boundaries;
3. Ensure adequate access;
4. Prevent the haphazard subdivision of land and the inadequate provision of physical improvements;
5. Ensure that a subdivision development complies with other rules and regulations, such as zoning and environmental regulations, pertinent to the development;
6. Ensure safe and convenient traffic control;
7. Prevent flooding within subdivision developments by providing adequate flood control and drainage facilities;
8. Ensure the installation of necessary and adequate roads, water, wastewater, and sidewalk facilities; and
9. Ensure compliance with Chapter 163, Florida Statutes, and the Future of Hillsborough Comprehensive Plan.

#### C. Applicability

Whenever land in unincorporated Hillsborough County is divided so as to constitute a subdivision as defined herein, such subdivision of land shall be in compliance with the requirements set forth in these regulations. The entire parent parcel for any subdivision shall be reviewed by the County in conjunction with the subdivision review for any portion of the parent parcel. The subdivision of land shall be reviewed as a Certified Parcel Subdivision, Platted Subdivision With No Improvement Facilities, Platted Subdivision With Improvement Facilities.

#### D. Compliance with Comprehensive Plan

No division of land shall be allowed that is in conflict with the densities, intensities, or other provisions of the Future of Hillsborough Comprehensive Plan.

#### E. Compliance with Other Regulations

No parcel of land shall be created, either by inclusion within or exclusion from a proposed subdivision, which cannot be properly utilized for a permitted use under the existing Zoning Regulations. A subdivision development shall meet or exceed the relevant requirements of all land

development regulations adopted by Hillsborough County. The approval of a subdivision development does not abrogate any legal requirement to comply with the regulations of any other governmental agency, local, state, or federal, which may have jurisdiction over the proposed activity.

#### F. Taxes

No land shall be divided or subdivided and no drawing or plat of the division or subdivision of any land shall be filed or recorded in the public records of any court until all taxes have been paid on the land.

#### G. Exemptions

Certain parent parcels or subdivisions created prior to July 26, 1989 may be exempt from these regulations. (See 11.03.00, Nonconformities.)

#### H. Design Objectives

A subdivision development should be designed to create a functional and attractive environment, minimize adverse impacts, provide maximum livability, provide safe and efficient access and circulation, and generally be an asset to a community. The Administrator may, in the application of these standards and guidelines, exercise design discretion to achieve the intent and purpose of these regulations.

### Sec. 5.01.02. - Subdivision Types

#### A. Generally

Subdivision regulations apply when a parent parcel is subdivided.

#### B. Classification of Subdivisions

There are two types of subdivision reviews regulating the division of property in unincorporated Hillsborough County. They are as follows:

##### 1. Certified Parcel Subdivision Review

- a. Certain parent parcels may be subdivided, subject to a Certified Parcel Subdivision review, and not be required to be reviewed as a Platted Subdivision. This is an administrative determination limited to a maximum of two lots, which contain no improvement facilities; and
  - (1) Have direct access to an existing publicly owned and maintained right-of-way; or
  - (2) Have direct access to an existing privately owned and maintained right-of-way which meets County standards; or
  - (3) Have access to an existing publicly-owned and maintained right-of-way via a legally established existing common use area or easement, provided the easement width meets the standards of 6.02.01 B 4 c.
  - (4) Compliance with the adequate facilities provisions (commonly known as "concurrency") prescribed by this Code.
- b. The following types of parcels shall qualify for review as a Certified Parcel Subdivision, provided the criteria described in the subsection above are met:
  - (1) Are part of a platted subdivision approved by the BOCC.
  - (2) The residual parcel (of a parent tract) not required by the County or proposed by the applicant for inclusion within a Platted Subdivision.

- (3) Any number of parent parcels or certified parcels assembled into a larger parent or certified parcel.
- (4) Parent parcels created by platted lot, deed, or folio number prior to July 26, 1989.
- (5) Parcels created by the court under probate or testate.
- (6) Parcels for which a Site Development Plan has been approved.
- (7) Parcels granted legal nonconforming status per 11.03.00.

## 2. Platted Subdivision Review

A Platted Subdivision is a subdivision for which roads, easements for access, drainage, or utilities, conservation or preservation areas or easements, and/or improvement facilities may be required or proposed depending on the size and location of the subdivision. Platting of lots shall be required for this type of subdivision.

(Ord. No. 97-18, § 2, 12-18-97; Ord. No. 99-25, § 2, 11-18-99; Ord. No. 08-15, § 2, 6-12-08, eff. 10-1-08)

### Sec. 5.02.06. - Compliance with Subdivision Regulations

No parcel of land shall be developed under the site development regulations which has been subdivided improperly. Upon the determination by the Administrator that the parcel is part of an improper subdivision, the applicant shall be required to do one of the following:

- A. Plat the proposed lot;
- B. Vacate the existing subdivision and replat the proposed subdivision;
- C. Determine if a variance to the subdivision regulations is appropriate.

PART 12.01.00 - DEFINITIONS

[...]

Subdivision: As used within these regulations the term "subdivision" shall mean the division of a parent parcel into two or more lots, blocks, parcels, tracts, or other portions, however designated. The reference point for the division of these lots shall be a parent parcel. When appropriate to the context, "subdivision" relates to the process of subdividing or to the lands or areas subdivided. However, condominium projects may be developed in accordance with Chapter 718, Florida Statutes, as amended.

[...]

Chapter 27 - ZONING AND LAND DEVELOPMENT<sup>(1)</sup>

Footnotes:

--- (1) ---

**Editor's note**—Ordinance No. 2012-126, §§ 1, 2(Exh. A), adopted November 1, 2012, made comprehensive revisions to Chapter 27 to read as herein set out. Formerly, said chapter pertained to zoning and derived from Ord. No. 90-203 adopted August 21, 1990. The absence of a history note indicates that the section remains unchanged from this zoning and land development ordinance. See Code Comparative Table for a complete history of past amendments.

Related law references—Hillsborough County Local Government Comprehensive Planning Act of 1975, Laws of Fla., Chs. 75-390, 77-564, 33-421, 84-442, 86-407 (See Part C of Charter and Related Laws).

**Cross reference**— Ordinances amending the zoning map saved from repeal, § 1-12(6); public art, Ch. 4; building code, Ch. 5; landscaping, tree removal and site clearing, Ch. 13; planning and land development, Ch. 17.5; property maintenance and structural standards, Ch. 19; stormwater management, Ch. 21; streets and sidewalks, Ch. 22; transportation, Ch. 25; water, § 26-66 et seq.; sanitary sewers, § 26-116 et seq.

**State Law reference**— Local Government Comprehensive Planning and Land Development Regulation Act, F.S. § 163.3161 et seq.

ARTICLE I. - GENERAL PROVISIONS

DIVISION 1. - IN GENERAL

Sec. 27-1. - Title.

This chapter and the chapters, articles, and ordinances enumerated herein shall be combined and compiled into a single code to be generally known as the "City of Tampa Land Development Code."

Sec. 27-2. - Intent and purpose.

- (a) This chapter is adopted as one (1) of the instruments of implementation of the public purposes and objectives of the Tampa Comprehensive Plan. This chapter is declared to be in accord with the Tampa Comprehensive Plan.
- (b) It is the intent and purpose of the Tampa Comprehensive Plan, and of this chapter, which aids in implementing it, to promote the public health, safety, morals, convenience, comfort, amenities, prosperity and general welfare of the city and to provide, among other matters, a wholesome, serviceable and attractive community; to increase the safety and security of home life; to preserve and create a more favorable environment in which to rear children; to stabilize and enhance property and civic values; to develop meaningful and productive relationships between the private sector and city government; to provide for a more uniformly just land use pattern and tax assessment base; to aid in the development and redevelopment of the city; to increase traffic safety and ease transportation problems; to provide more adequately for vehicular parking, parks, parkways, recreation, schools, public buildings and facilities, housing, job opportunities, light, air, water, sewerage, sanitation and other public requirements; to lessen the congestion, disorder and danger that often occurs in unplanned and unregulated urban development; to prevent overcrowding of land and undue concentration of population; to ensure compatibility of new development with existing development and open space; to conserve and enhance the natural and manmade resources of the



city; and to provide more reasonable and serviceable means and methods of protecting and safeguarding the economic and social structure upon which the good of all depends.

- (c) To further the objectives of the Tampa Comprehensive Plan and the intent and purpose of this chapter, the city is divided into districts of such number, shape, characteristics, area, common unity of purpose, adaptability or use as will accomplish the objectives of the Tampa Comprehensive Plan and this chapter.

Secs. 27-3—27-5. - Reserved.

## DIVISION 2. - LAND DEVELOPMENT CODE AND APPLICABILITY

Sec. 27-6. - Establishment of Land Development Code.

Pursuant to the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, F.S. Ch. 163, Part II, the City of Tampa Land Development Code shall consist of the following:

- (1) Chapter 17.5, Article III, section 17.5-41 et seq., Concurrency Management System;
- (2) Potable Water Wellfield Protection Ordinance;
- (3) Section 21-6, Alternative Materials and Methods of Construction, Section 21-7, Borrow Pits, Mines, Section 21-8, Drainage Patterns, Section 21-9, Protection of Public Drainage Systems;
- (4) Chapter 22, section 22-134, Transit Stop Facilities, and Chapter 22, Section 22-314 et seq., Driveways;
- (5) Subdivision procedures set forth in Chapter 27;
- (6) Sections 25-68 through 25-75, Relating to Multimodal Transportation Impact Fees;
- (7) Section 26-118, Required use of Sanitary Sewer; Section 26-128, Technical Standards Adopted;
- (8) Chapter 27, Zoning and Land Development; and
- (9) Chapter 43 of the 1971 Code, Zoning.

(Ord. No. 2013-67, § 5, 5-16-2013; Ord. No. 2015-83, § 1, 7-30-2015)

Sec. 27-7. - Area of coverage of chapter.

Except as specifically provided in this chapter, the regulations of this chapter shall apply throughout the jurisdiction of the city. For parcels of land annexed to the city after the effective date of the ordinance from which this chapter was derived, the provisions of F.S. § 171.062 shall govern.

Sec. 27-8. - Zoning affects all lands, water, structures, uses and occupancies.

No building, structure, land or water shall be used or occupied, and no building, structure or part thereof shall be erected, constructed, reconstructed, moved, located or structurally altered except in conformity with the regulations set out generally in this chapter and for the district in which it is located. In clarification of the foregoing, it is the specific intent of the city council that all floating structures and buildings and buildings and structures built over water shall meet all the requirements of this chapter and all other applicable provisions of this Code.

Sec. 27-9. - Zoning affects height and bulk of buildings, population density, lot coverage, yards and other open spaces, off-street parking and loading and other matters.

In particular, no building or structure or part thereof shall be erected, constructed, reconstructed, moved, located or structurally altered, in any manner so as to:

- (1) Exceed the permissible height, bulk or floor area;
- (2) Accommodate or house a greater number of families or other occupants, or to provide a greater number of dwelling units;
- (3) Occupy a greater percentage or portion of lot area;
- (4) Provide less lot area per dwelling unit or to occupy a smaller lot;
- (5) Provide narrower or smaller yards or other open spaces, or spaces or separations between buildings or portions thereof;
- (6) Provide less off-street parking or off-street loading space;

than herein required or limited, or in any other manner contrary to the provisions of this chapter.

Sec. 27-10. - Certain requirements for one structure or use not to be used to meet requirements for another.

No part of a yard, area, open space or off-street parking or off-street loading space required for one (1) structure or use shall be included as meeting requirements for another, except where specific provisions therefor are made in this chapter.

Sec. 27-11. - Creation of new lots; reduction of lot or yard dimensions below minimum requirements.

No new lot shall be created after the effective date of the ordinance from which this chapter was derived except in conformity with the requirements of applicable regulations. No yard or zoning lot existing at the time of passage of this chapter shall be reduced in width, depth, or area by private action below the minimum requirements for lot(s) or structure(s) as set forth in this chapter; provided however, reductions in width, depth and area shall be permitted if due to governmental acquisition.

No division or reconfiguration of an existing zoning lot or lot of record may occur that is a configuration which is patently inconsistent with existing lot development pattern in a radius of one thousand three hundred twenty (1,320) feet ( $\frac{1}{4}$  of a mile) of the subject property. Newly created lots must maintain the front orientation and the historical precedent pattern of parcel configuration in the neighborhood. Lots of record may not be reconfigured in conflict with the established pattern of lots within a radius of one thousand three hundred twenty (1,320) feet. Only properties that are within the same zoning district may be considered in making the determination of compatibility.

When considering the appropriateness of reconfiguring a zoning lot or lot of record into buildable lots, the zoning administrator shall: i. receive and review a sealed survey of the proposed lot layout; ii. conduct a site visit to view the actual lot development pattern of the block on which the subject property lies; iii. review the actual development pattern for a radius of one thousand three hundred twenty (1,320) feet from the subject property; and, iv. review the original plat or subdivision documents, prior to determining consistency with the requirements stated in this chapter.

The creation of substandard lot size or setback will cause each new lot created from the original parcel to be a violation to this chapter, and no permits be issued until the violation ceases.

Sec. 27-12. - Action where zoning lot contains two or more district designations.

- (a) Nonresidential districts. In nonresidential districts, where a zoning lot contains two (2) or more district designations with different basic floor area ratio limits, the basic floor area for the zoning lot shall not exceed the sum of the results obtained by multiplying the privately owned land area of the zoning lot in each district by the applicable basic floor area ratio limit for that portion of the zoning lot. Such permitted floor area may be distributed throughout the zoning lot without regard to district boundaries. However, the resulting basic floor area ratio may not exceed that allowed in the land use plan category or categories in which the zoning lot is located.





Sec. 27-42. - Definitions of groupings of various districts.

- (a) Residential districts. Where the phrases "all residential districts," "residential districts," "zoned residence or residentially," "residentially zoned" or phraseology of similar intent are used in this chapter, the phrases shall be construed to include the following districts: RS-150, RS-100, RS-75, RS-60, RS-50, RM-12, RM-16, RM-18, RM-24, RM-35, RM-50, RM-75, YC-2, YC-4, YC-8, and YC-9, SH-RS, SH-RS-A, SH-RM, SH-PD and planned development districts (PD and PD-A) approved primarily for residential uses.
- (b) Office districts. Where the phrases "all office districts," "office districts," "zoned office," "office zoned" or phraseology of similar intent are used in this chapter, the phrases shall be construed to include the following districts: RO, RO-1, OP, OP-1, and YC-3, SH-RO, SH-PD and planned development districts (PD and PD-A) approved primarily for office uses.
- (c) Commercial districts. Where the phrases "commercial districts," "zoned commercial or commercially," "commercially zoned" or phraseology of similar intent are used in this chapter, the phrases shall be construed to include the following districts: CN, CG, CI, YC-1, YC-5, YC-6, and YC-7, SH-CN, SH-CG, SH-CI, SH-PD and planned development districts (PD and PD-A) approved primarily for commercial uses.
- (d) Industrial districts. Where the phrases "industrial districts," "industrially zoned," "zoned industrial," "industrial zoning" or phrases of similar intent are used in this chapter, the phrases shall be construed to include the following districts: IG and IH.
- (e) Other districts. Districts not included in the listings of residential, office, commercial and industrial districts above shall not be construed to fall within any of the four (4) classifications. Where regulations apply to properties zoned in one (1) of the four (4) classifications and it is desired to include an unlisted district for regulatory purposes, such district shall be specifically stated in the regulation applicable thereto.

Sec. 27-43. - Definitions.

For the purpose of the Land Development Code, certain abbreviations, terms, phrases, words and their derivatives shall have the meanings as described below. Furthermore, unless otherwise specifically defined, the words and terms used in this Code related to alcoholic beverages shall have the same meaning as defined by the Beverage Laws of the State of Florida, F.S. Ch. 561 et seq. Words not defined herein shall be interpreted in accordance with section 1-3.

Abandoned sign: Any sign which:

- (1) Through age and/or obsolescence no longer conforms to structural or maintenance specifications of this chapter; or
- (2) Any pole, pylon or structure expressly installed for the purpose of affixing a sign which bears no sign or copy for a period of three (3) consecutive months; or
- (3) Displays information which incorrectly identifies the business, owner, lessor or principal activity conducted on the site; or
- (4) After February 1, 2003, and subject to any notice and curative provisions contained in this Code, any billboard sign for which a current operating permit does not exist.

Accessway: A driveway as defined in Chapter 25 of this Code and shall be included in the term "vehicle use area" as defined in this section, unless specifically and expressly excluded in the context thereof.

Acquisition: For Upland Habitat Protection purposes, acquisition shall mean the action of transferring fee simple interest in a parcel of land to a governmental or non-profit land conservation agency for the preservation in perpetuity of the land for the protection of a particular species, natural area or other environmental resource.

Activated component: That portion of a sign which causes the change in appearance of a sign through the use of flashing or alternating lights, movable parts or changing colors.

Activated sign: Any sign which contains or uses for illumination any light, lighting device or lights which change color, flash or alternate, or change appearance of said sign or any part thereof automatically, except electronic message signs. Any sign which contains moving parts as part of its normal operation, except revolving signs, shall be considered an activated sign. Additionally, a sign which depicts or contains copy which moves or appears to be moving.

Activity elements: An item, feature or use that provides a pedestrian amenity and/or encourages some type of public use. Such elements may include but are not limited to seating, performances, sidewalk cafés, food vendors, water fountains and public art.

Adaptive reuse: The reuse of any structure in, or eligible for inclusion in, the Tampa Historical Register for residential, office and/or neighborhood serving commercial use.

Adult day care: A use of land and buildings that provides care to adults away from their homes, and by persons other than family members, guardians or custodians, and where a payment, fee or grant is made for such care.

Adult uses:

- (1) Adult bookstore: An establishment having as a substantial or significant portion of its stock in trade books, magazines, films, newspapers, photographs, paintings, drawings or other publications or graphic media, which are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, as defined in this section. For purposes of this definition a "substantial or significant portion of its stock in trade" shall be deemed to occur when more than five (5) percent or five hundred (500) square feet (whichever is less) of the floor area of the establishment contains the items listed above, or when more than five (5) percent of the store's inventory in quantity or value is comprised of the items listed above.
- (2) Adult entertainment establishment: Any premises, except those businesses otherwise defined in this chapter, on which is offered to members of the public or any person, for a consideration, entertainment featuring or in any way including specified sexual activities, as defined in this section, or entertainment featuring the displaying or depicting of specified anatomical areas, as defined in this section; "entertainment" as used in this definition shall include, but not be limited to, books, magazines, films, newspapers, photographs, paintings, drawings, sketches or other publications or graphic media, filmed or live plays, dances or other performances, either by single individuals or groups, distinguished by their display or depiction of specified anatomical areas or specified sexual activities, as defined in this section.
- (3) Adult theater: An enclosed building or an enclosed space within a building used for presenting either filmed or live plays, dances or other performances, either by individuals or groups, distinguished or characterized by an emphasis on material depicting, describing, or relating to specified sexual activities or specified anatomical areas, as defined in this section, for observation by patrons therein.
- (4) Special cabarets: Any bar, dance hall, or other place of business at which food or beverages, alcoholic or nonalcoholic, are served which features nude, topless, or bottomless dancers, or any such establishment the advertising for, or sign or signs identifying which, use the words "adult," "topless," "bottomless," or "nude."
- (5) Escort services: Any premises whereon there is provided or which in any way contributes to the providing to any member of the public or any person, for a consideration, male or female personnel for the purpose of companionship, accompaniment, consultation, entertainment or any similar purpose however designated.
- (6) Live model studio: Any premises where there is provided for members of the public or for any person, for a consideration, live human models, whether male or female, displaying specified anatomical areas or featuring or in any way including, specified sexual activities.

Ad valorem tax exempt program: A program authorized by F.S. §§ 196.1997 and 196.1998 that allows a property tax exemption in local jurisdictions for improvements to historic properties to stimulate rehabilitation of historic structures.

Advertiser: Any person who is a lessee or owner of a sign, an agent of same or anyone who has beneficial use of a sign.

Advertising balloon: A sign constructed from nonporous material, which is filled with hot air or other lighter-than-air gases, which is designed to rise and float in the atmosphere. Included in this definition are those advertising balloons which represent the form of a person, place or thing. Aircraft which may meet this definition are not considered advertising balloons. Advertising balloons may be tethered or tied to the ground or may be designed to float freely in the atmosphere.

Affordable housing: Housing that is affordable for home buyers or renters whose gross annual income, adjusted for family size, is at or below one hundred twenty (120) percent of the annual median adjusted gross household income for the Tampa Metropolitan Statistical Area. Monthly housing costs (contract rent, mortgage payment, plus utilities payments, insurance, property taxes, and homeowner's association fees where applicable) shall not exceed thirty (30) percent of the adjusted monthly gross income of the renter or home buyer.

A-frame sign: A sign consisting of two (2) sign faces connected at the top with either hinges or fixed fastening devices.

Aggregate: When used in reference to the total allowable sign area, the total available display area of all sides or portions of a sign shall constitute the aggregate sign area.

Aggrieved person or person aggrieved: An applicant or any owner of property within two hundred fifty (250) feet of the subject parcel.

Air conditioned storage: A single or multi-level building with self contained climate control consisting of multi-tenant spaces, intended solely as dead storage, leased to individuals or businesses.

Airports and airport-related uses:

- (1) Airports: The use of land to accommodate the operation of aircraft and the processing of passengers and goods carried by aircraft, including but not limited to, runways, taxiways and associated ramps; aprons in aircraft parking areas; aircraft carrier terminal buildings with associated administrative offices, hotel facilities, restaurants and retail facilities; navigational, communications and meteorological equipment; heliports/helistops; field storage and transmission facilities; aircraft hangers and repair facilities; fixed based operators' facilities; air cargo facilities, aircraft service, repair and maintenance facilities; air taxi, air ambulance and airborne sightseeing services; clear zones and other buffer areas; airport administrative offices; airport maintenance facilities and associated administrative offices; and other facilities essential to the operation of airports.
- (2) Airport-related uses: Uses of land which are dependent upon proximity to the airport for effective performance, or which provide services to the airport which improve the effectiveness of the airport, including, but not limited to, aircraft parts manufacture, sales of new and used aircraft and aircraft parts, sales of aircraft fuels, lubricants and other aircraft supplies; airline administrative offices; automobile parking and storage; rental car parking, storage and maintenance; bus, taxi and limousine parking; in-flight kitchen and catering services; aerial photography and air-survey services; air freight and air cargo services; governmental facilities; flight training schools; flight trade schools; aviation research and testing laboratories; temporary contractors' offices and storage areas; other airport-related uses compatible with the operation of airports; uses that implement the Tampa International Airport Master Plan/Airport Layout Plan, as amended.

Alcoholic beverage classification: Classification issued to an establishment related to the type of alcoholic beverage sold:

- (a) Beer:

- (1) Consumption on-premises only. Sale of malt beverages containing alcohol of more than one-half of one (0.5) percent by volume for consumption on the premises only;
  - (2) Special restaurant or restaurant (consumption on-premises only). Sale of malt beverages containing alcohol of more than one-half of one (0.5) percent by volume for consumption on the premises only in connection with a special restaurant or restaurant having a combined gross sales of the business operation of more than fifty-one (51) percent attributable to the sale of food and non-alcoholic beverages, during any annual reporting period. Where outdoor seating is utilized, the area of such seating shall be clearly delineated by fences or other barriers, with the exception of outdoor seating located within a public sidewalk;
  - (3) Package sales/off-premises consumption. Sale of malt beverages containing alcohol of more than one-half ( $\frac{1}{2}$ ) percent by volume in sealed containers for consumption off the premises only;
  - (4) Consumption on-premises and package sales/off-premises consumption. Sale of malt beverages containing alcohol of more than one-half of one (0.5) percent by volume for consumption on the premises and in sealed containers for consumption off the premises;
- (b) Beer and wine:
- (1) Consumption on-premises only. Sale of beverages containing alcohol of more than one-half of one (0.5) percent by volume and not more than fourteen (14) percent by volume and wines regardless of alcoholic content for consumption on the premises only;
  - (2) Special restaurant or restaurant (consumption on-premises only). Sale of beverages containing alcohol of more than one-half of one (0.5) percent by volume and not more than fourteen (14) percent by volume and wines regardless of alcoholic content for consumption on the premises only in connection with a special restaurant or restaurant having a combined gross sales of the business operation of more than fifty-one (51) percent attributable to the sale of food and non-alcoholic beverages, during any annual reporting period. Where outdoor seating is utilized, the area of such seating shall be clearly delineated by fences or other barriers, with the exception of outdoor seating located within a public sidewalk;
  - (3) Package sales/off-premises consumption. Sale of beverages containing alcohol of more than one-half of one (0.5) percent by volume and not more than fourteen (14) percent by volume and wines regardless of alcoholic content in sealed containers for consumption off the premises only;
  - (4) Consumption on-premises and package sales/off-premises consumption. Sale of beverages containing alcohol of more than one-half of one (0.5) percent by volume and not more than fourteen (14) percent by volume and wines regardless of alcoholic content for consumption on the premises and in sealed containers for consumption off the premises.
- (c) Beer, wine, and liquor:
- (1) Consumption on-premises only. Sale of beverages regardless of alcoholic content for consumption on the premises only;
  - (2) Special restaurant or restaurant (consumption on-premises only). Sale of beverages regardless of alcoholic content for consumption on the premises only in connection with a special restaurant or restaurant having a combined gross sales of the business operation of more than fifty-one (51) percent attributable to the sale of food and non-alcoholic beverages, during any annual reporting period. Where outdoor seating is utilized, the area of such seating shall be clearly delineated by fences or other barriers, with the exception of outdoor seating located within a public sidewalk;
  - (3) Package sales/off-premises consumption. Sale of beverages regardless of alcoholic content in sealed containers for consumption off the premises only;

- (4) Consumption on-premises and package sales/off-premises consumption. Sale of beverages regardless of alcoholic content for consumption on the premises and in sealed containers for consumption off the premises;
- (5) Non-profit private clubs (consumption on-premises only). Sale of beverages regardless of alcoholic content, for consumption on the premises only, to members and guests of members of nonprofit private clubs. For the purpose of this subparagraph, a "non-profit private club" is defined as any establishment, which restricts admissions to individuals who are members of a fraternal order, private organization or other private association, which individuals may be identified by reference to a list kept by the owner or operator of such establishment and which establishment does not in any way operate or solicit a public calling or invite general members of the public to the premises to utilize the establishment and which establishment does not operate for profit;
- (6) Public golf course (consumption on-premises only). Sale of beverages regardless of alcoholic content for sale or consumption from mobile carts and temporary bars on a public golf course owned and/or operated by a public entity, having at least nine (9) holes and comprised of a minimum of thirty-five (35) acres of land.

Alcoholic beverage classification: Classification issued to an establishment related to the type of alcoholic beverage sold (adopted as reference for approvals granted prior to April 1, 2011):

- (1) 1-APS (Beer). Sale of malt beverages containing alcohol of more than one (1) percent by weight in sealed containers for consumption off the premises only;
- (2) 2-APS (Beer and wine). Sale of beverages containing alcohol of more than one (1) percent by weight and not more than fourteen (14) percent by weight and wines regardless of alcoholic content in sealed containers for consumption off the premises only;
- (3) 1-COP (Beer). Sale of malt beverages containing alcohol of more than one (1) percent by weight for consumption on the premises and in sealed containers for consumption off the premises;
- (4) 2-COP (Beer and wine). Sale of beverages containing alcohol of more than one (1) percent by weight and not more than fourteen (14) percent by weight and wines regardless of alcoholic content for consumption on the premises and in sealed containers for consumption off the premises;
- (5) 3-PS (Beer, wine and liquor). Sale of beverages regardless of alcoholic content in sealed containers for consumption off the premises only;
- (6) 4-COP (Beer, wine and liquor). Sale of beverages regardless of alcoholic content for consumption on the premises and in sealed containers for consumption off the premises;
- (7) 1-COP-R (Beer). Sale of malt beverages containing alcohol of more than one (1) percent by weight for consumption on the premises only in connection with a restaurant having a minimum indoor, outdoor, or combination thereof in seating capacity of not less than eleven (11) seats and a combined gross sales of the business operation is more than fifty-one (51) percent attributable to the sale of food and non-alcoholic beverages, during any semi-annual period. Where outdoor seating is utilized to satisfy the seating requirement, the area of such seating shall be clearly delineated by fences or other barriers, with the exception of outdoor seating located within a public sidewalk;
- (8) 2-COP-R (Beer and wine). Sale of beverages containing alcohol of more than one (1) percent by weight and not more than fourteen (14) percent by weight and wines regardless of alcoholic content for consumption on the premises only in connection with a restaurant having a minimum indoor, outdoor, or combination thereof in seating capacity of not less than eleven (11) seats and a combined gross sales of the business operation is more than fifty-one (51) percent attributable to the sale of food and non-alcoholic beverages, during any semi-annual period. Where outdoor seating is utilized to satisfy the seating requirement, the area of such seating

shall be clearly delineated by fences or other barriers, with the exception of outdoor seating located within a public sidewalk;

- (9) 4-COP-R (Beer, wine and liquor). Sale of beverages regardless of alcoholic content for consumption on the premises only in connection with a restaurant having a combined minimum indoor, outdoor, or combination thereof in seating capacity of not less than eleven (11) seats and a combined gross sales of the business operation is more than fifty-one (51) percent attributable to the sale of food and non-alcoholic beverages, during any semi-annual period. Where outdoor seating is utilized to satisfy the seating requirement, the area of such seating shall be clearly delineated by fences or other barriers, with the exception of outdoor seating located within a public sidewalk;
- (10) 1-COP-X (Beer). Sale of malt beverages containing alcohol of more than one (1) percent by weight for consumption on the premises only;
- (11) 2-COP-X (Beer and wine). Sale of beverages containing alcohol of more than one (1) percent by weight and not more than fourteen (14) percent by weight and wines regardless of alcoholic content for consumption on the premises only;
- (12) 4-COP-X (Beer, wine and liquor). Sale of beverages regardless of alcoholic content for consumption on the premises only;
- (13) 11-C (Beer, wine and liquor; Non-profit private clubs). Sale of beverages regardless of alcoholic content for consumption on the premises only to members and guests of members of nonprofit private clubs. For the purpose of this subparagraph, a "non-profit private club" is defined as any establishment which restricts admissions to individuals who are members of a fraternal order, private organization or other private association, which individuals may be identified by reference to a list kept by the owner or operator of such establishment and which establishment does not in any way operate or solicit a public calling or invite general members of the public to the premises to utilize the establishment and which establishment does not operate for profit;
- (14) 4-PGC (public golf course). Beer, wine and liquor for sale or consumption from mobile carts and temporary bars on a public golf course owned and/or operated by a public entity, having at least nine (9) holes and comprised of a minimum of thirty-five (35) acres of land. The 4-PGC is not subject to the provisions of section 14-150.1 and section 27-317.

Alcoholic beverages: Distilled spirits and all beverages containing one-half (½) of one percent or more of alcohol by volume. Volume measurements are determined by F.S. Ch. 561.

Alcoholic beverage sales area ["AB sales area"]: The area, defined as applicable to the permit application, from which alcoholic beverages may lawfully be sold.

Alcoholic beverage sales—On premises: Sale of beverages in containers for consumption on the premises only.

Alcoholic beverage sales—Package: Sale of beverages in sealed containers for consumption off the premises.

Alcoholic beverage sales—Large venue: A commercial establishment with more than two hundred ninety-nine (299) person occupancy, which sells alcoholic beverages.

Alcoholic beverage sales—Small venue: A commercial establishment with less than three hundred (300) person occupancy, which sells alcoholic beverages.

Alley: A dedicated and publicly maintained right-of-way twenty (20) feet or less in width that is intended to provide only a secondary means of access to abutting property, and is not intended for general traffic circulation.

Alter: This term shall include, but not be limited to, the addition of sign surface area, the changing or relocation of light source or the relocation of an outdoor advertising display from one (1) position to another. This term shall include any and all structural changes in the sign, but shall not include the changing of copy on a sign which is designed as a changeable copy sign.

**Alteration:** Any construction on or change to the exterior of a building, object, structure or site when the construction or change is visible to the public and may be seen by a person located on a public street or on a street open to the public. An alteration shall include construction or changes on landmark sites and on lots within an historic district. An alteration shall include a change from an existing lawn to the use of paving materials or any change in paving materials on a landmark site or a lot within an historic district. An alteration shall include signs or commercial lighting visible through windows.

**Animal:** Every nonhuman species of animal, including aquatic, farm, domestic and wild animals.

**Animated component:** That portion of a sign which causes movement or motion of a character, letter(s), or figure or combination thereof.

**Annual bed:** Any landscape where the majority of plants are replaced yearly or more frequently.

**Annual capacity statement:** The statement issued by the city on February 1, 1990 and on October 1, 1990, and on the same date each year thereafter indicating the available capacity for each public facility or service, with the exception of stormwater and transportation. Transportation statements shall be issued quarterly.

**Annual report(ing):** A period from January 1 to December 31.

**Appliance repair:** Any profit-making activity that renders services primarily to other commercial or industrial enterprises, or which services and repairs appliances and machines used in homes and businesses.

**Applicant:** The record owner of property or the record owner's duly designated representative or any person or entity authorized under this chapter to file an application with the city.

**Aquatic animal:** Any animal living or growing in the water.

**Arbor:** A shady resting place in a garden or park, often made of rustic work or latticework on which plants, such as climbing shrubs or vines, are grown.

**Arborist:** An arborist certified by the International Society of Arboriculture (ISA).

**A.R.C.:** The Architectural Review Commission of the city.

**Architectural feature or element:** A prominent or conspicuous part of the architectural design of a structure that aids in the creation of a character or style and that adds to the structure's overall aesthetic effect.

**Artificial barrier:** A protective, ornamental device such as a wall, fence, berm or other similar nonliving, immovable, material object that shields, separates or demarcates an area from view and that is at least eighty (80) percent opaque.

**Artificial stabilization:** The use of artificial products which are spread over the surface of the ground to hold and restrain the soils and any seeds during a rain event and which keep them from being eroded until they have had a chance to germinate and provide a natural stabilizing ground cover.

**As-built drawings:** Drawings showing applicable locations, elevations and dimensions of all infrastructures and facilities, including, but not limited to, streets, sidewalks, utilities, storm drainage facilities, etc., as they have been constructed and installed.

**Automatic irrigation controller:** A timer mechanism and its mounting box. The controller signals the automatic valves to open and close on a pre-set program or based on sensor readings. Control systems shall provide the following minimum capabilities: ability to be programmed in minutes, by day of week, season, and time of day; ability to accommodate multiple start times and programs; automatic shut off after adequate rainfall; ability to maintain time during power outages for a minimum of three (3) days; and operational flexibility to meet applicable year-round water conservation requirements and temporary water shortage restrictions.

**Auto rental:** A facility used for the rental of automobiles on a short term (four (4) weeks) basis.

**Awning signs:** A structure supported entirely from the exterior wall of a building and composed of nonrigid materials (except for the supporting framework) upon which a sign is indelibly drawn, painted or printed.

**Bank:** Financial institution engaged in deposit banking and closely related functions such as the extension of credit by means of loans and investments, and fiduciary activities.

**Bank, drive-in:** A bank with one (1) or more windows or other openings in the wall of a principal or accessory structure which facilitates the provisions of banking services directly to customers in motor vehicles that eliminates the need for such customers to exit their motor vehicles for service. This term shall also include the mechanical structures and apparatus through which documents are transmitted between then bank and the customer.

**Banner:** Any sign intended to be hung, either with or without frames, by being tethered by at least two (2) corners and possessing characters, letters, illustrations, or ornamentations applied to paper, plastic or fabric of any kind. National flags, flags of political subdivisions or other governmental entity and symbolic flags of any institution, or other such entity shall not be considered banners for the purpose of this chapter. This term shall not include ground signs or pylon signs, regardless of whether the ground signs or pylon signs are on-site or off-site.

**Bar or lounge:** A commercial establishment whose principal business is the sale of alcoholic beverages for consumption on premises.

**Beacon light(s):** Any light source, whether fixed or activated, which is designed to attract attention to a specific location, place or thing.

**Bed and breakfast:** A residential building or group of buildings where transient lodging unit accommodations (without independent kitchen facilities), are offered for rental by the day or week, and meal services are provided. Such use shall contain no more than eleven (11) transient lodging units, in addition to the resident manager's unit.

**Bench signs:** A bench whose primary purpose is collateral with providing transportation service to the public upon which a sign is indelibly drawn, painted or printed.

**Best practices:** Defined as the techniques, methodologies, processes, practices, and systems identified by public and private organizations that performed exceptionally well utilizing available and appropriate resources. They are widely recognized as continuously improving an organization's performance and efficiency in specific areas that, through experience and research, have proven to reliably lead to a desired result.

**Billboard signs:** A billboard sign is any freestanding off-site sign, including without limitation a changeable copy sign, that is erected on a parcel which identifies or advertises a use, establishment, product, activity or service not sold, produced, manufactured, located, provided or furnished on the parcel on which the sign is located (or identifies a use, product, activity or service which is only incidentally sold or available on that parcel).

**Block:** A piece of land entirely surrounded by streets, rights-of-way and/or natural boundaries.

**Blood donor center:** Any corporation, partnership or business whatsoever which engages in the activity of receiving or taking blood, plasma or any component thereof from human donors for a monetary consideration.

**Bona fide agricultural use:** means a parcel which qualifies as such under section F.S. § 193.461, and which has greater than fifty (50) percent of the parcel in active agricultural production.

**Bonus cost ratio (multiplier for CBD periphery):** Every one dollar (\$1.00) contribution to the city in the form of a bonus amenity, the developer receives ten dollars (\$10.00) in equivalent development dollars, which then translates to a bonus FAR based on the proposed improvements SF overall development costs.

**Bottle club:** Place of business where no alcoholic beverages are sold, but where patrons may keep or bring their alcoholic beverage for consumption on the premises. Non-alcoholic mixers or so-called "set-ups" may be provided by the club.



Broker identification strips: Strips of wood or like material or paper affixed to, around or upon a real estate sign to indicate the name of the broker advertising the sale of property.

Buildable area: The portion of a lot remaining after required yards have been provided. Buildings may be placed within the buildable area, but limitations on percentage of the lot which may be covered by buildings may require open space within the buildable area.

Building: Any structure designed or intended for the support, enclosure, shelter or protection of persons, animals, chattels or property.

Building, accessory: A subordinate building detached from, but located on the same lot as the principal building, the use of which is incidental and accessory to that of the principal building.

Building frontage: The linear length of a building facing a public street right-of-way, exclusive of alleys; or the linear length of the street right-of-way which faces the building, whichever is smaller.

Building official: The officer or other designated authority, or their duly authorized representative, charged with the administration and enforcement of the Florida Building Code.

Building permit (for purposes of this chapter): permit which authorizes the construction of a new building or the expansion of floor area or the increase in the number of dwelling units contained in an existing building or a change of use.

Building, principal: A building or, where the context so indicates, a group of buildings, in which is conducted the principal use of the lot on which such building is located.

Building sign: A sign displayed upon or attached to any part of the exterior of a building. Included within this definition are wall signs.

Building system: A functionally related group of elements, components and/or equipment, such as the electrical, plumbing and mechanical systems of a building.

Bulletin board: Any sign which is composed of a flat, continuous and uninterrupted surface which measures less than seventy-five (75) square feet and upon which advertising or other matter may be displayed. Bulletin boards may also be changeable copy signs.

Business school: An establishment offering to the public, for a consideration, instruction in administration, accounting, bookkeeping, computer use, typewriting and other skills for use in commerce or service activities.

Cable service: The transmission of video, audio, or other programming service to purchasers, and the purchaser interaction, if any, required for the selection or use of any such programming service, regardless of whether the programming is transmitted over facilities owned or operated by the cable service provider or over facilities owned or operated by one (1) or more other providers of communications services. The term includes point-to-point or point-to-multipoint distribution services by which programming is transmitted or broadcast by microwave or other equipment directly to the purchaser's premises, but does not include direct-to-home satellite service. The term includes basic, extended, premium, pay-per-view, digital, and music services.

Camouflaged structures: Structures designed primarily to support commercial antennas but also designed to be integrated into the natural or built environment. Camouflaged structures can resemble a natural or man made structure through the use of less obtrusive antenna arrays, shape, color and texture to cause an object to appear to become a part of something else in order to be compatible with the architectural elements of the surrounding properties, including bulk, massing and scale. Camouflage does not mean "invisible."

Canopy sign: A roof-like cover, attached or unattached, extending from the exterior wall of a building and composed of supporting framework of rigid materials upon which a sign is indelibly drawn, painted or printed.

Capital improvements element: That element of the Tampa Comprehensive Plan which evaluates the need for public facilities as identified in the other comprehensive plan elements and as defined in the applicable definitions for each type of public facility, which estimates the cost of improvements for which

the local government has fiscal responsibility, which analyzes the fiscal capability of the local government to finance and construct improvements, which adopts financial policies to guide the funding or improvements, and which schedules the funding and construction of improvements in a manner necessary to ensure that capital improvements are provided when required based on needs identified in the other comprehensive plan elements.

**Capture rate:** That percentage of the total parking demand for the specified use which is internally generated from other uses already generating a demand within the central business district.

**Cargo storage area:** Any outdoor area which is used for bulk, neobulk or general cargo storage and requires free movement for loading, unloading, storage and staging in connection with the pickup and delivery of general cargo, neobulk and bulk material to and from a port.

**Catering shop:** An establishment whose principal use is the preparation and provision of food served to the customer at a location off the premises. A catering shop may be accessory to a restaurant.

**CDD:** A community development district as provided in F.S. Ch. 190.

**Cemetery:** Land used or intended to be used for the burial of the human dead and dedicated for cemetery purposes, including crematories, mausoleums and mortuaries, if operated in connection with and within the boundaries of such cemetery.

**Certificate of appropriateness:** The permit issued by the Barrio Latino Commission or the Architectural Review Commission which gives its approval for work to be done on a landmark, a landmark site or within a historic district. The certificate may contain conditions relating to the proposed work, and the applicant will still need permits from other municipal departments before starting his work. A certificate of appropriateness must be issued prior to the issuance of a building permit by the planning and development department (PDD).

**Certificate of concurrency:** The official document issued by the city upon finding that an application for a final development permit will not result in the reduction of the level of service standards set forth in the Tampa Comprehensive Plan for public facilities and services.

**Certificate of occupancy (C.O.):** An official document evidencing that a building satisfies the city requirements for occupancy of a building.

**Certified local government:** A government meeting the requirements of the National Historic Preservation Act, amendments of 1980 (P.L. 96-515), and the implementing regulations of the United States Department of the Interior and the state.

**CGO:** The city's green officer.

**Change of occupancy:** A change from one Standard Building Code occupancy class to another.

**Changeable copy sign:** Any framed sign, illuminated or not, which is principally devoted to, and designed for change or replacement of sign face or lettering or graphics. This definition shall not include electronic message signs.

**Change of use:** A modification to the use (most intense, legally established use in the public record) of a structure or property to accommodate a more intensive use, which adds floor area, increases density or intensity, or increases occupancy loads, and requires more total parking spaces than the previous use of the property or structure, as determined by the parking table applicable to the underlying zoning district, as set forth in this Code. Such changes will be subject to concurrency review for the net increase only.

- (1) A shopping center of three (3) or more business suites which was designed and permitted for a variety of uses may consider office, retail and personal services as interchangeable. All other changes which require an increase in parking as determined by PKG Table 1 of section 27-283.7 will be reviewed for concurrency.
- (2) An office building which is zoned PD is subject to the ancillary uses identified on the approved PD site plan. An office building which is not zoned PD is limited to the ancillary uses identified in

the approved building plans or permits. Other changes in use which require an increase in parking as determined by PKG Table 1 of section 27-283.7 will be reviewed for concurrency.

**Character district:** One (1) of the twelve (12) districts in the central business district established to guide development to a desired character and more particularly defined and described in the CBD land use policy plan.

**Cigar factory:** A commercial enterprise involved in the manufacturing, processing, distribution and warehousing of cigar products.

**Circumference:** The distance around the periphery of a tree at four and one-half (4½) feet above existing grade.

**Clearing:** The removal of trees, shrubs and other vegetation from the existing ground surface. Clearing is usually undertaken where subsequent land alteration, construction or agricultural activities are to occur.

**Clinic:** An establishment used for medical or dental care which is comprised of a variety of medical specialties and which has equipment on site to diagnose and administer treatment on an outpatient basis.

**Club:** An establishment operated by a corporation or association of persons for social, literary, political, educational, fraternal or charitable purposes, but which is not operated for profit or to render a service which is customarily conducted as a business.

**Clubhouse (alcoholic beverage):** Establishment where alcoholic beverages of any type may be brought and served, but not sold, stored, kept, or maintained on the premises overnight.

**College:** A degree-granting establishment providing formal academic education and generally requiring for admission at least a high school diploma or equivalent academic training, including colleges, community colleges, universities, technical institutes, seminaries and professional schools (architectural, dental, engineering, law, medical, etc.).

**Commemorative decoration:** An ornate embellishment placed to honor a certain event, person or place.

**Commercial building:** Any building, structure or improvement other than a single- or two-family dwelling.

**Commercial communication tower:** A ground mounted structure, which is greater than twenty (20) feet in height, intended to support devices used for the transmitting or receiving of television, radio, or wireless telephone communications (excluding those used exclusively for dispatch communication, ham radio, and satellite dishes).

**Commercial district:** A commercial district is any property which is zoned CN, CG, CI, YC-1, YC-3, YC-5, YC-6, YC-7, YC-9 (approved primarily for commercial uses), M-AP-1, M-AP-2, M-AP-3, M-AP-4, CD-1, CD-2, CD-3, PD and PD-A (approved primarily for commercial uses), SH-CN, SH-CG, SH-CI, SH-PD (approved primarily for commercial uses), U-C and any other site plan controlled districts approved primarily for any of the aforementioned districts.

**Commercial equipment:** Vehicles, machinery, materials or furnishings owned, used, or designed and/or intended for commercial purposes, except that a personal vehicle (car, one-ton pickup truck or van) used by an individual for transportation to and from home and job sites will not be considered commercial equipment, regardless of any commercial names, insignias or markings advertised on the vehicle.

**Commercial nursery:** An ongoing business licensed for the planting, growing and sale of plants and trees. A commercial nursery does not include an ongoing silviculture operation.

**Communications facility:** The plant, equipment and property, including but not limited to, any and all such conduits, cables, poles, wires, supports, ducts, fiber optics, antenna and other structures, equipment, appurtenances and pathways as may be reasonably necessary to be used to provide communications services.

Communications services: The transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals, including cable services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. The term does not include:

- (1) Information services.
- (2) Installation or maintenance of wiring or equipment on a customer's premises.
- (3) The sale or rental of tangible personal property.
- (4) The sale of advertising, including, but not limited to, directory advertising.
- (5) Bad check charges.
- (6) Late payment charges.
- (7) Billing and collection services.
- (8) Internet access service, electronic mail service, electronic bulletin board service, or similar on-line computer services.

Community garden, private: An area of land managed and maintained by a group or a group of individuals to grow and harvest crops (food or non-food) for personal or group use, consumption, or donation. Community gardens may be divided into separate plots for cultivation by one or more individuals, or may be farmed collectively by members of a group, and may include common areas maintained and used by group members.

Comprehensive plan: The Tampa Comprehensive Plan adopted by Ordinance No. 89-167 on July 17, 1989 by the city council pursuant to F.S. Ch. 163, Part II, as such plan may be amended from time to time.

Concurrency management system (CMS): The procedures and processes utilized by the city to determine that development permits and development orders, when issued, will not result in the reduction of the level of service standards as set forth in the Tampa Comprehensive Plan.

Congregate living facility: Any building, residence, boardinghouse or other place, whether operated for profit or not, which provides personal care services to persons not related to the owner or operator by blood, marriage or adoption and licensed, certified or approved by the state department of health and rehabilitative services. Congregate facilities of six (6) or fewer residents, licensed by the state department of health and rehabilitative services as a type of community residential home, are permitted in single-family and multi-family zoning districts, provided that no other congregare living facility is within a radius of one thousand (1,000) feet. "Personal care services," for the purpose of this definition, means services in addition to housing and food service which include, but are not limited to, personal assistance with bathing, dressing, ambulation, supervision of self-administered medication, transportation, emotional security and any other related service. Personal care service does not include nursing or medical treatment. Such facilities shall contain congregare kitchen, dining and living areas only, with separate sleeping rooms. Further, such facilities shall not be used for those persons in need of a structured environment as it is defined herein. Congregare living facilities are further defined by the following types:

- (1) Group care facility, large. A facility providing room, board and personal care services to twenty (20) or more persons unrelated to the caregiver. For the purposes of this chapter, large group care facility shall not be deemed to include rooming or boarding homes, fraternities, sororities, clubs, monasteries or convents, hotels, motels, emergency shelters, professional residential facilities, recovery homes or nursing homes.
- (2) Group care facility, small. A home or facility providing room, board and personal care services to seven (7) and not more than nineteen (19) persons unrelated to the caregiver. For the purpose of this chapter, small group care facility shall not be deemed to include rooming or boarding homes, fraternities, sororities, clubs, monasteries or convents, hotels, motels, emergency shelters, professional residential facilities, recovery homes or nursing homes.

Conservation areas: See "Environmentally sensitive areas."

Construction cost per space: Shall be assessed by the department of public works and approved by resolution of the city council.

Construction costs: The total value of the construction or renovation of a structure as determined by the building department in issuing a building permit for such construction or renovation. Construction cost calculations include architectural and engineering fees, site work and contingency allowance. Land acquisition is not included. All construction costs shall be calculated as of the date the contract is executed.

Construction sign: Any sign giving the names of principal contractors, architects and lending institutions responsible for construction on the site where the sign is placed, together with other information included thereon.

Container (refuse): The common thirty-two (32) through ninety-five (95) gallon plastic or galvanize iron garbage can with well-fitted lid, a plastic bag of similar capacity, a molded polyethylene barrel, or a City of Tampa issued cart available in various capacities and used to store solid waste generated at residences and small businesses.

Contributed tree: A recommended tree that is contributed to the department tree bank in accordance with section 13-164 to replace a protected tree that is dug up, irreversibly damaged or destroyed.

Contributing: A building, site, structure, or object that adds to the historic architectural qualities, historic associations or archaeological values for which a property is significant.

Copy: The letters, colors, text or other graphics displayed upon the sign surface area.

Correctional facility: A facility for the housing of persons convicted of, or being held for, a crime, including:

- (1) Major facility: A prison facility regulated by the State of Florida Department of Corrections designed for maximum security to house persons convicted of a crime.
- (2) Community facility: A facility designed to house persons convicted of a crime, or for the custody of persons arrested for a crime and awaiting adjudication. Such facilities shall include community correctional centers, probation and restitution center vocational training centers and forestry camps (all as defined by the State of Florida Department of Corrections), or local government jails or detention centers.

CPTED: Crime prevention through environmental design; accomplished through design and effective use of built environment, which can lead to a reduction in the incident and fear of crime.

Craft distillery: A licensed manufacturer of distilled spirits, in which the principal purpose is the production of spirits, including the fermentation, distilling, bottling and distribution of distilled spirits, pursuant to applicable state law; that produces seventy-five thousand (75,000) or fewer gallons per calendar year of distilled spirits on its premises; that has notified the Florida Division of Alcoholic Beverages and Tobacco in writing of its decision to qualify as a craft distillery; and, that may include tourist-oriented accessory uses, such as tours of the craft distillery.

Crematorium: An establishment for the burning of human remains.

Crosswalk: A right-of-way within a block dedicated to public use, intended primarily for pedestrian use and which is designed to provide access to adjacent roads, lots or public use areas.

Cul-de-sac: A street having one (1) end open to traffic and the other end terminated with a paved turnaround.

Cypress swamp: Forested plant community dominated by cypress trees, with water at or above the ground level during the rainy season or for a considerable portion of the year. Associated trees and shrubs include swamp black gum, red maple, sweet bay, buttonbush, fetterbush, and dahoon holly.

Damage or abuse: Any action or inaction which does not follow good arboricultural practices as established by the National Arborist Association. Abuse also includes damage inflicted upon roots by

machinery, changing the natural grade above the root system or around the trunk, destruction of the natural shape or any action which causes infection, infestation or decay.

Day care and nursery facility: A use of land and buildings that provides care to children or adults away from their homes, and by persons other than family members, guardians or custodians, and where a payment, fee or grant is made for such care; where the designation "numbers limited" is used, the maximum number of clients shall not exceed five (5).

Demolish: To tear down or raze.

Demolition: The complete or partial removal, destruction or wrecking of a building, site, structure, or object. An omission or series of omissions can constitute a demolition when the failure to take such repair and maintenance actions compromise the historical integrity of the building, site, structure or object or its architectural or historical components.

DPW (Department): The Department of Public Works (DPW).

Developer: A person, property owner, partnership, corporation or any legal entity who seeks to conduct land alteration, site clearing, filling, or construction of any type on a parcel of land described in a land use decision and/or any permit application.

Development: The carrying out of any building activity or the making of any material change to any structure or the natural surface of the land. For the purposes of this chapter, development shall include the following activities or uses:

- (1) A reconstruction or alteration of the size of a structure;
- (2) A change in the intensity of use of land such as an increase in the number of dwelling units in a structure or a material increase in the number of businesses, manufacturing establishments, offices or dwelling units in a structure;
- (3) Commencement of drilling, except to obtain soil samples, mining or excavation on a parcel of land; and
- (4) Activities that change or disturb the natural surface of the land such as clearing, grading, excavating and filling.

Development order: Any order granting or denying or granting with conditions an application for a building permit, zoning permit, rezoning, plat, variance, site plan approval, development of regional impact or other action having the effect of permitting development as defined in this chapter.

Development review and compliance staff (DRC): The DRC shall be composed of members from various city departments, including the commercial plans examiners, and other agencies as needed.

Diameter breast height (d.b.h.): The diameter, in inches, of a tree trunk measured at four and one-half (4½) feet above existing grade. D.b.h. is also referred to as the diameter of a tree.

Directional signs: Any sign which is used principally for the purpose of indicating the direction or location of any object, place or area including, but not limited to, those signs which indicate the avenues of ingress and egress from a particular premise.

Directory sign: A sign having two (2) display surfaces, not necessarily displaying the same copy, which are parallel and back-to-back and not more than forty-eight (48) inches apart.

DPW director: The director of the department of public works or designee who shall be responsible for the management of the affairs of such department.

Domestic or companion animal: Any animal, including aquatic animals, kept for pleasure rather than utility; domestic egg-laying chickens; an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter; any animal not deemed to be a wild or exotic animal pursuant to Florida Game and Freshwater Fish Commission regulations.

Dripline: An imaginary perpendicular line that extends downward from the outermost branches of a tree to the ground.

Drive-in window: A window or other opening in the wall of a principal and accessory building through which goods or services are provided directly to customers in motor vehicles by means that eliminate the need for such customers to exit their motor vehicles.

Drought tolerant plant: A plant, once established, that survives on natural rainfall with occasional irrigation during dry periods, as identified by the University of Florida IFAS Extension Florida Yards and Neighborhoods Florida-Friendly Plant List 2006, as may subsequently be revised.

Dry-cleaning plant, large: A facility of greater than three thousand (3,000) square feet which includes the on-site process of chemically cleaning fabrics and may also include laundry or dyeing services.

Dry-cleaning plant, small: A facility of three thousand (3,000) square feet or smaller which includes the on-site process of chemically cleaning fabrics and may also include laundry or dyeing services.

Dry prairie: Dry prairies are plains with few or no trees. Scattered bayheads, cypress ponds, freshwater marshes and wet prairies often occur in dry prairie areas. Dry prairie appear to be flatwoods minus the overstory trees, containing similar vegetative ground cover. The dry prairie community is dominated by many species of grasses such as wiregrass, broomsedges and several types of carpet grasses. Palmettos are the most common shrubby plant over large areas, with fetterbush, staggerbush, and blueberry common in places. Also, like pine flatwoods, water is at or near the surface during the wet season and slowly drains to lower lying areas by sheet flow. Representative soils: Eaton, Immokalee, Myakka, Smyrna, and Ona.

Dwelling, efficiency: A dwelling unit attached to other dwelling units and consisting of combined living and sleeping quarters within one (1) habitable room and separate kitchen facility and sanitary facilities.

Dwelling, multi-family: A structure containing three (3) or more attached dwelling units either stacked vertically above one another or attached by side and rear walls or both.

Dwelling, multi-family high-rise: A structure over eight (8) stories containing multi-family residential units.

Dwelling, multi-family mid-rise: A three (3) to eight (8) story structure containing multi-family residential units.

Dwelling, multi-family townhouse-style: A structure, constructed in a series or group of three (3) or more attached units with property lines separating each unit, attached by side and rear walls.

Dwelling, single-family: Where used in this Code, it shall mean single-family attached, single-family detached and single-family semidetached.

Dwelling, single-family attached: A structure containing not less than three (3) or more than eight (8) dwelling units with both side walls (except end units of building) attached from the ground to roof. No continuous group of dwellings shall exceed two hundred (200) feet in frontage width.

Dwelling, single-family detached: A structure containing one (1) dwelling unit with open space on all sides.

Dwelling, single-family semidetached: A structure containing two (2) dwelling units attached by a common side or rear wall.

Dwelling, two-family: A structure containing two (2) dwelling units one (1) above the other with open space on all sides.

Dwelling unit: A room or group of rooms forming a single independent habitable unit used for or intended to be used for living, sleeping, sanitation, cooking and eating purposes by one (1) family only; for owner occupancy or for rental, lease or other occupancy on a weekly or longer basis; and containing independent kitchen, sanitary and sleeping facilities.

Easement: Any strip or portion of land created by a developer for public or private utilities, drainage, sanitation or other specified uses having limitations, the title to which shall remain in the name of the property owner, subject to the right of use designated in the reservation of the servitude.

**Economic hardship:** The imposition of an inordinate financial burden on a property, or its owner, due to the denial of a demolition permit or the designation of that property as a landmark or landmark site. Inordinate burden shall mean that the property owner is permanently unable to attain the reasonable, investment backed expectation of the existing use of the real property or a vested right to a specific use of the real property with respect to the real property as a whole or that the property owner is left with existing or vested uses that are unreasonable such that the property owner bears permanently a disproportionate share of a burden imposed for the good of the public, which in fairness should be borne by the public at large. The term "existing use" means an actual, present use or activity on the real property (including normal periods of inactivity), or such reasonably foreseeable, nonspeculative land uses which are suitable for the subject real property and compatible with adjacent land uses and which have created an existing fair market value in property greater than the fair market value of the actual present use or activity. For purposes of this definition, a designation under section 27-256 shall be deemed permanent.

**Electronic message sign:** A sign emitting an illuminated message, image or design created electronically by any light source, LED (light emitting diodes), bare electric bulbs, luminous tubes, fiber optics, or any other combination of light sources creating a message. This definition shall include time, temperature and date signs. An electronic message sign which has copy which moves continuously or appears to be moving, flashing, changes color, pulses or alternates shall be considered an activated sign.

**Emergency shelter facility:** A facility providing temporary residential housing, rooming-or dormitory-style (with or without board), for persons otherwise homeless or seeking shelter from abuse.

**Emitter:** A device which is used to control the discharge of irrigation water from lateral pipes. This term is primarily used to refer to the low flow rate devices used in low-volume irrigation devices.

**Employee or employees:** A person who works for financial or other form of compensation, including but not limited to, the owner or owners of the establishment.

**Endangered and threatened species:** Flora and fauna as identified by the U.S. Fish and Wildlife Service's "List of Endangered and Threatened Wildlife and Plants" in 50 CFR 17.11-12. Fauna identified by the Florida Game and Fresh Water Fish Commission in Section 9-27.03-05, FAC, and flora identified by the Department of Agriculture and Consumer Services "Preservation of Native Flora Act," F.S. § 581.185 through 581.187. Endangered species are so designated due to manmade or natural factors which have placed them in imminent danger of extinction, while threatened species are so designated due to rapid decline in number of habitat such that they are likely to become endangered without corrective action.

**Engineer:** A professional engineer registered in the state.

**Environmentally sensitive areas:** Lands that, by virtue of some qualifying environmental characteristic (e.g., wildlife habitat), are regulated by either the Florida Department of Environmental Protection, the Southwest Florida Water Management District, or any other governmental agency empowered by law for such regulation. Environmentally sensitive areas include Conservation Areas and Preservation Areas. Conservation Areas include the following types of wetlands (w), natural water bodies (nwb), and uplands (u); freshwater marshes (w), wet prairies (w), hardwood swamps (w), cypress swamps (w), natural shorelines other than natural beaches and dunes (w), Class III Waters (w, nwb), and significant wildlife (w, nwb, u). Preservation Areas include the following types of wetlands, natural water bodies and uplands; coastal marshes (w), mangrove swamps (w), marine grassbeds (w, nwb), natural beaches and dunes (w, u), Class I and II Waters (w, nwb), aquatic preserves (w, nwb), essential wildlife habitat (w, nwb, u), and natural preserves (w, nwb, u).

**Erect:** Erect shall mean to build, construct, attach, hang, place, suspend or affix and shall also include the painting of wall signs. This term shall not apply to copy changes on existing permitted signs.

**Essential wildlife habitat:** Land or water bodies that, through the provision of breeding or feeding habitat, are necessary to the survival of endangered or threatened plant and animal species, or species of special concern, as determined by the Florida Game and Freshwater Fish Commission or the U.S. Fish and Wildlife Service.

**Establishment:** An establishment is any commercial, industrial, institutional, educational, office, social, business or financial entity.



Excavation: The action or process of creating a depression or hole in the ground by removing the soil in excess of two (2) feet in depth.

Exempt signs: All signs for which permits are not required but which must, nonetheless, conform to the other terms and conditions of this chapter.

Explosive storage and manufacturing: The bulk storage, distribution and/or manufacturing of explosives and fireworks.

Extended family residence: Within a single family residence, a living area designed to provide independence and privacy by allowing a separate bedroom, bathroom, dining area, and kitchen for an extended family member.

Exterior: The outside surface of any building, improvement, object or structure.

Exterior lighting: Illumination emanating from any source or fixture on the exterior of a building, including walkways, marquees, and hallways exposed toward the property line.

Family: Any number of people related by blood, marriage, legal guardianship, or adoption or not more than four (4) unrelated persons living together as a single housekeeping unit, using a single facility in a dwelling unit for culinary purposes. One (1) family may keep up to eight (8) domestic, companion, utility, or assistance animals, or combination thereof. The term "family" shall not be construed to include a fraternity or sorority, club, roominghouse, institutional group or the like.

Farm animal: Any horse, goat, swine, cattle, sheep, mule, bee, fowl (excluding wild or domestic birds), or similar farm animal.

Fence or wall: A partition, greater than twelve (12) inches above grade, erected for the purpose of enclosing a piece of land or to divide a piece of land into distinct portions.

FGBC: The Florida Green Building Coalition.

Final development permit: Any building permit issued or commercial site plan approved pursuant to Chapter 5 of this Code, any construction drawing or final plat approved pursuant to subdivision procedures set forth in Chapter 27 of this Code, or any development order or an approved Florida Quality Development or amendment thereto issued pursuant to F.S. § 380.06 et seq.

Final local development order (for the purposes of vesting, means the following):

- (1) A commercial site plan approved pursuant to Chapter 5 of this Code on or before January 31, 1990;
- (2) A development of regional impact development order or an approved Florida Quality Development or amendment thereto, issued pursuant to F.S. Ch. 380, which is approved by the city on or before January 31, 1990;
- (3) A building permit issued pursuant to Chapter 5 of this Code on or before January 31, 1990; and
- (4) Construction drawings approved pursuant to subdivision procedures set forth in Chapter 27 of this Code on or before January 31, 1990 and a final plat approved pursuant to subdivision procedures set forth in Chapter 27 of this Code on or before January 31, 1990 may be considered final local development orders if, pursuant to section 17.5-47(b) of this article, the city attorney determines that vested rights are deemed to exist.

Floor area: The sum of enclosed areas on all floors of a building measured from the outside faces of the exterior walls, including halls, lobbies, arcades, stairways, elevator shafts, enclosed porches and balconies and any belowgrade floor areas used for access and storage. Not countable as floor area are open terraces, patios, atriums, balconies, breezeways and parking.

Floor area ratio, basic: The ratio of permitted floor area to the area of the lot.

Floor area ratio, maximum permitted: The floor area ratio permitted as of right in the several districts, excluding any bonus or transferred floor area.

Florida friendly yard or landscape (as provided for in F.S. § 373.185): A landscape that incorporates the Best Management Practices and philosophies described in "A Guide to Florida-Friendly Landscaping", Third Edition, 2006, as may subsequently be amended, and conserves water and protects the environment and are adaptable to local conditions and which are drought tolerant. Florida-friendly landscape principles include planning and design, appropriate choice of plants, soil analysis which may include the use of solid waste compost, efficient irrigation, practical use of turf, appropriate use of mulches, and proper maintenance."

Foot candle: A measurement of light cast on a surface one (1) square foot in area on which one (1) unit of light is uniformly distributed.

Franklin Street Mall: The area of Franklin Street lying between Cass Street to the north and Jackson Street to the south.

Franklin Street Mall Phase II District: The area of Franklin Street lying between Fortune Street to the north and Cass Street to the south, and that area of Franklin Street lying between Whiting Street to the north and Garrison Channel to the south; and the area of Fortune Street, Cass Street, Jackson Street and Whiting Street lying between Morgan Street to the east and Tampa Street to the west; and the area of Royal Street, Harrison Street, Tyler Street, Polk Street, Zack Street, Twiggs Street, Madison Street, Kennedy Boulevard and Brorein Street lying between Franklin Street to the east and Tampa Street to the west; and the area of Royal Street lying between Florida Avenue to the east and Franklin Street to the west; and the area of Harrison Street, Tyler Street, Polk Street, Zack Street, Twiggs Street, Madison Street, Kennedy Boulevard, Cumberland Street, Brorein Street, Platt Street and Ashley Drive lying between Morgan Street to the east and Franklin Street to the west; and the area of Washington Street and Ella Mae Street lying between Morgan Street to the east and Florida Avenue to the west.

Franklin Street personal service use or personal service use: An establishment that primarily provides services such as barbershops, beauty salons, seamstress shops, shoe repair shops, dry cleaning, banks and financial service institutions.

Franklin Street retail district: An area within the central business district of the city as more particularly described in the CBD land use policy plan. Specifically, it is described as the first floor of buildings and areas along and facing Franklin Street bounded by Tyler Street on the north and Whiting Street on the south.

Franklin Street retail use or retail uses: Establishments that serve both the day-to-day commercial needs of a community as well as the more durable and permanent needs of a whole community including: Drugstores, tobacco shops, newsstands, bakeries, confectioneries, delicatessens, eating and drinking establishments, entertainment establishments (theaters), department stores, discount stores, variety stores, apparel and footwear stores, florists, gift shops, jewelry stores, book and stationery stores, specialty shops, sporting goods stores, furniture and home furnishing stores, appliance stores and establishments that cater to specific markets, such as tourists, ethnic groups, collectors, etc.

Fraternity or sorority: A dwelling or combination of dwellings on a single lot occupied by and maintained exclusively for college, university or professional school students who are affiliated with a social, honorary or professional organization recognized by the college, university or professional school. Such establishments provide social and leisure facilities primarily for student members (with visits by alumni and guests) and may provide lodging and/or meals.

Freestanding sign: Those signs that are supported by structures or supports in or upon the ground and independent of the support of any building. Included within this definition are pole signs, pylon signs, ground signs and monument signs.

Freshwater marsh: Herbaceous plant community occurring on lands where the soil is saturated or submerged during part of the year. Freshwater marshes include a number of vegetative types such as flag marshes (dominated by pickerelweed, arrowhead and other non-grass herbs), sawgrass marshes, bulrush marshes and shrub marshes.

Front building façade: The most significant or prominent surface (principal face) of a building, which contains architectural features or elements and the primary entrance to the building.

Funeral parlor: An establishment engaged in preparing human remains for burial and conducting funerals and cremating human remains.

GFA: Gross floor area (see "floor area").

General merchandise sign: A sign which contains copy or a logo of general merchandise sold on the premises.

Government sign: Any sign erected by or on the order of a public official in the performance of his office or duty including, but not limited to, traffic-control signs, street name signs, warning and directional signs, historical markers, official commemorative signs, public notices, signs identifying governmental or public facilities or signs of similar nature.

Grading: Leveling or planing land to a smooth horizontal or sloping land surface by the use of mechanical leveling or grading equipment or, in the case of stockpiled soil, other mechanical equipment.

Grand tree: A tree and its root system of the species listed in Schedule A located in section 13-6 whose circumference, height and crown measurements are of the size and character to total the minimum points for the species as outlined in Schedule A.

Green building: Any building which increases the efficiency with which it uses resources, such as energy, water, and materials, while reducing a buildings negative impact on human health and the environment, through better siting, design, construction, operation, maintenance, and removal, completing building life cycle.

Greenhouse: A building made of glass, plastic, or fiberglass in which plants are cultivated.

Green space: The entire parcel less the building footprint, driveways, vehicular use areas, hardscapes such as decks, swimming pools, decorative fountains, patios and other non-porous areas. Stormwater management system, wetland conservation areas, lakes, rivers, and creeks are excluded in the calculation of green space area.

Gross land area: All area within the boundaries of a zoning lot or PD district.

Ground cover: Any ornamental plant or grass which grows along the ground.

Ground level: Ground level shall mean the finished grade at the base of a sign structure.

Ground sign: Those signs that are supported by structures or supports in or upon the ground and independent of support any building(s) and which have a sign face the base of which is constructed within eight (8) feet from ground level. A sign, other than a portable sign as defined herein, with eight (8) feet or more ground clearance when measured from the grade at the base of the sign to the bottom of the sign face, shall be considered a pylon sign.

Grubbing: The removal of understory vegetation including the removal of any tree with a DBH less than five (5) inches by the use of mechanical equipment, provided no understory vegetation is removed within the dripline of any tree with a DBH of five (5) inches or greater or within an environmentally sensitive area. In the case of the natural plant community vegetation outside of environmentally sensitive areas, grubbing is the removal of understory vegetation necessary to provide limited access to the parcel.

Guyed tower: Guyed tower means a vertical support structure which consists of metal crossed strips or bars, and is steadied by wire guys around the tower.

Hardwood swamp: Deciduous and evergreen hardwood forest community occurring on lands where the soil is saturated or submerged during part of the year. This major habitat category includes riverine swamps, and usually but not always includes floodplain forests, bay forests and red maple forests.

Hazardous materials: The manufacturing, storage or distribution of explosive, hazardous, toxic chemical and extreme high or low Ph solution, including the storage of fire works and similar items.

Hedge: A close planting of shrubs which forms a compact, dense, living barrier which protects, shields, separates or demarcates an area from view and which is eighty (80) percent opaque within twelve (12) months after planting.

**Height:** The vertical distance between the mean elevation of the proposed finished grade at the structure front, not including strictly aesthetic landscape berms to the highest point of the structure. Finished grade shall be determined by utilizing all applicable regulations of the city, county, state and federal government.

**Height, sign:** The vertical distance measured from ground level to the highest point of any sign.

**Herman C. Massey Park:** The area described in Ordinance No. 9124-A.

**Heliport:** An area, either at ground level or elevated on a structure, licensed or approved for the loading, landing, and takeoff of helicopters, and including auxiliary facilities such as parking, waiting room, fueling and maintenance equipment.

**Helistop:** A heliport, but without auxiliary facilities such as parking, waiting room, fueling and maintenance equipment.

**Historic conservation overlay district:** A special overlay district which recognizes and protects historic patterns of development including but not limited to the following physical elements: setback, height, site orientations and massing of buildings and accessory structures, placement of sidewalks, parking areas and infrastructure. Its purpose is to conserve existing neighborhood patterns of development by retaining historic structures that contribute to that pattern, while assuring that new construction will be consistent with it. The historic pattern for each conservation district designated may vary from district to district and shall be delineated.

**Historic district:** A significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development that has been designated by the city as set forth in section 27-256 herein and meets the designation criteria set forth in section 27-257 herein. The Ybor City Historic District, as established by state law and as amended from time to time by local ordinance, is also an historic district.

**Historic property:** A building, site, structure, or object that was constructed or achieved its significance over fifty (50) years earlier, even if additional structures were added within the past fifty (50) years, so long as the added structures were consistent with and contributed to the overall historic character of the building, site, structure, or object.

**Historic sign:** A sign that contributes to the character-defining elements of the structure's period of historical significance, which can be documented to have existed through the use of historical, pictorial, or other physical evidence as determined by the Architectural Review Commission or the Barrio Latino Commission.

**Holiday decoration:** An ornate embellishment placed specifically for the purpose of celebrating a specific holiday, holiday event or holiday season.

**Home occupation:** An occupation conducted as an accessory use in a dwelling unit, employing only members of the resident facility, in a manner clearly incidental and accessory to the residential use. See Article VI for additional conditions.

**Hoophouse:** A structure made of PVC piping or other material covered with translucent plastic, constructed in a "half-round" or "hoop" shape.

**Hospital:** An institution providing physical and mental health services primarily for human inpatient medical or surgical care for the sick or injured, including related facilities such as laboratories, outpatient services, training facilities, central service facilities and staff offices.

**Hotel or motel:** A building or group of buildings containing in combination ten (10) or more transient lodging units offered for rental by the day or week. Typically, accessory uses to a hotel or motel include such things as restaurant, bar/lounge, meeting rooms, and outdoor recreational areas (subject to all applicable use standards and/or processes).

**HPC:** The City of Tampa Historic Preservation Commission.

**Identification sign:** A sign which depicts the name and or address of a building or establishment on the parcel where the sign is located as a means of identifying said building or establishment.

IESNA: Illuminating Engineering Society of North America.

Illegal sign: An unpermitted sign which was not lawfully erected or a permitted sign not constructed in accordance with the representations set forth in the permit documents or a sign constructed in violation of city codes.

Illuminated sign: An illuminated sign is one which either:

- (1) Provides artificial light through exposed bulbs, lamps or luminous tubes on the sign surface;
- (2) Emits light through transparent or translucent material from a source within the sign; or
- (3) Reflects light from a source intentionally directed upon it.

Improvements: Improvements required by the land development code, including but not limited to, street pavements, curbs and gutters, streetlights, sidewalks, walkway pavements, water mains, sanitary sewers, storm sewers or drains, street signs and traffic-control signs. Improvements may be found on-site or off-site and may be either public or private.

Incidental: Occurring or likely to occur as a minor or subordinate (less than the majority) event, circumstance, item, or expense.

Industrial district: An industrial district is any property which is zoned IG, IH, or PD or PD-A (approved primarily for industrial uses.)

Infill development: Development on scattered vacant sites within the urbanized area of a community.

Information service: The offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, using, or making available information via communications services, including, but not limited to, electronic publishing, web-hosting service, and end-user 900 number service. The term does not include any video, audio, or other programming service that uses point-to-point or point-to-multipoint distribution by which programming is delivered, transmitted, or broadcast by any means, including any interaction that may be necessary for selecting and using the service, regardless of whether the programming is delivered, transmitted, or broadcast over facilities owned or operated by the seller or another, or whether denominated as cable service or as basic, extended, premium, pay-per-view, digital, music, or two-way cable service.

Infrastructure: Roads, water, sewer, stormwater or drainage facilities and utilities designed to accommodate development.

In-lieu factor: One (1) minus the capture rate, as approved by resolution of the city council.

In-lieu payment: The payment by the developer for each in-lieu parking space credit required to meet this Code.

Institutional uses: A category of uses that includes places of religious assembly, public facilities, and elementary, secondary, and post-secondary educational facilities.

Interim parking lot: The principal use of property for the parking of vehicles for a period of no more than five (5) years [plus a possible one (1) year extension], after which development of the property shall change to a permanent use status and require compliance with the standards of a principal use parking lot.

Interior sign: A sign which is located in the interior of a structure. Additionally, a sign which is located outside a structure but, because of the sign's placement, design or orientations is not visible to persons from a public place. An interior sign is not considered an on-site or off-site sign.

Invasive species: An exotic plant or tree species whose growth habit and reproductive strategy threaten to displace native species and disrupt ecological processes of natural communities common to Florida.

Irrigation: A permanent watering system equipped with surface, subsurface or overhead emitters and which provides one hundred (100) percent water coverage.

Irrigation zone: A control valve circuit containing irrigation devices with consistent application rates.

**Jogged:** Protruding or receding part in a surface or line; an abrupt change in direction.

**Junkyard:** Any area, lot, land, parcel, building or structure or part thereof used for the storage, collection, processing, dismantling, purchase, sale or abandonment of wastepaper, rags, scrap metal or other scrap or discarded goods, materials, machinery or unregistered, inoperable motor vehicles or other type of junk. For purposes of this definition, the storage of junk is not limited to a specific time.

**Kennel, large:** Any lot or premises on which animals, more than six (6) months of age, are kept, groomed, bred, boarded, trained, and/or sold. Such use is considered an intensive commercial use of land.

**Kennel, small:** Any lot or premises on which animals, more than six (6) months of age, are kept, groomed, bred, boarded, trained, and/or sold. Such use is considered a general commercial use of land.

**Laboratory, dental and medical:** A facility intended to be a support service to dental, optical and medical offices by providing diagnostic analysis of patient's medical tests (such as blood test urinalysis, CT Scan , X-ray or other medical tests related to diagnostic treatment) or producing such items as dentures, caps, bridges and optical prescriptions.

**Land and/or lands:** Shall include both unplatted and platted real property within the city, regardless of when the real property, if platted, shall have been placed on the public records of the county.

**Land alteration:** Any activity which removes vegetation from or changes the topography of the land by grubbing, tree removal, clearing, grading, filling or excavating, except for activities undertaken to maintain existing grounds.

**Land development decisions:** Those decisions which require a public hearing prior to a decision being rendered including an amendment to the Tampa Comprehensive Plan future land use map, a parcel or area rezoning, a special use application, a variance application, a petition to review, a request for vacation of rights-of-way, or a HPC application as defined in article V, division 3 of this chapter.

**Land surveyor:** A land surveyor registered under F.S. Ch. 472, who is in good standing with the state board of professional engineers and land surveyors.

**Landfill:** Land used for the disposal of waste, excluding hazardous waste.

**Landmark:** A building, site, structure, or object that has achieved significance as established by the criteria of the National Register of Historic Places as set forth in section 27-257 herein, that has been recommended for designation by the HPC and designated by the city as set forth in section 27-256 herein, identified by its legal description.

**Landmark site:** A landmark site is the location and the grounds, the premises or the setting for a landmark or a site that has been designated by the city as set forth in section 27-256 herein and meets the designation criteria set forth in section 27-257 and 27-258 herein, identified by its legal description.

**Landscape:** The planting of plant material, native plant material, recommended trees, grand trees or protected trees, including retention of existing, in such a way as to conserve, preserve and enhance land uses, natural land features and natural and aesthetic values. Nonliving natural material which permits percolation may also be used as accessory material in landscaping.

**Landscape structure:** A structure which utilizes manmade materials and vegetation to create a landscape feature.

**Landscape and tree planting plan:** A plan that meets the requirements set forth in this chapter.

**Landscape area trust fund:** The fund established in section 16-46 of the Code for the purpose of acquiring new park land or improving existing public park land or public right-of-way by providing landscape area.

**Landscape buffer:** The prescribed, pervious area required for tree planting and landscaping between the vehicular use or vehicular display areas and street right-of-way and adjacent properties.

**Landscape plant zone:** A grouping of plants with similar water, light, and soil needs. Plant groupings based on water use are as follows: natural plants, drought tolerant plants, and oasis plants.

**Landscaped area:** The minimum area on a parcel that is required to be landscaped pursuant to a landscape and tree planting plan. The types of plants and other materials permitted in a landscaped area are outlined in the definition of landscape in this section.

**Landscaping:** The installation or removal of plants and/or trees.

**Large scale commercial development (for purposes of the alcoholic beverage sales permit process):** A development that contains five hundred thousand (500,000) square feet or more in gross floor area, exclusive of residential and/or office floor area.

**Lattice tower:** Lattice tower means a wireless communication support structure that consists of metal crossed strips, bars, or braces, forming a tower which may have three (3), four (4), or more sides.

**Level of service:** An indicator of the extent or degree of service provided by or proposed to be provided by a facility based on and related to the operational characteristics of a facility.

**License (city):** A city occupational license tax receipt.

**LLF:** Light loss factor.

**Listed animal species:** Animal species which are identified as endangered, threatened, or species of special concern in Chapter 39, Florida Administrative Code, and occur in the City of Tampa.

**Listed plant species:** Plant species which are identified as endangered or threatened by the Florida Department of Agriculture and Consumer Services or the United States Fish and Wildlife Service, and occur in the City of Tampa.

**Listed species:** All species of plants and animals which are listed as threatened, endangered or species of special concern in Chapter 39, Florida Administrative Code, or by the Florida Department of Agriculture and Consumer Services or the United States Fish and Wildlife Service, and occur in the City of Tampa.

**Loading dock:** Any outdoor area of a vehicular use area or cargo storage area which is used primarily for bulk, neobulk and general cargo pickups and deliveries, refuse collection, port cargo loading, unloading, storage and staging, airport runways and apron areas or any other similar areas which require the free movement of large or heavy commercial trucks, cargo handling equipment or vehicles.

**Loading, off-street:** Space located outside of any street right-of-way or easement and designed to accommodate the temporary parking of vehicles used for bulk pickups and deliveries.

**Local streetlights:** Streetlights benefiting only one (1) platted subdivision.

**Lot:** Land bounded by lines legally established for the purpose of property division. As used in this chapter, unless the context indicates otherwise, the term refers to a zoning lot. For subdivision purposes, "lot" includes "tract" or "parcel" and means the least fractional part of subdivided lands having limited fixed boundaries and an assigned number, letter or other name through which it may be identified.

**Lot, butt:** A lot located at the end of a block between two (2) corner lots.

**Lot depth:** The mean horizontal distance between the front and rear lines of a lot.

**Lot, irregular:** An irregular lot is a lot which is created out of the rear portion of a larger lot of record and is accessed through a private easement or driveway. These lots are typically known as "flag lots." An irregular lot complies with the minimum lot area and width requirement of the applicable zoning district. The minimum width requirement is measured at the front setback from the end point of the access easement.

**Lot line:** A line that marks the boundary of a lot.

**Lot line, interior:** Any lot line that is not a street lot line; a lot line separating a lot from another lot.

**Lot line, street:** Any lot line separating a lot from a street right-of-way or general access easement. Where a lot line is located within such street right-of-way or easement, the right-of-way or easement boundary adjacent to the lot shall be considered the street lot line.

Lot of record: An entire lot as it was originally platted in a subdivision, the plat of which has been recorded in the office of the clerk of the circuit court of the county; or any parcel of land, whether or not of a subdivision, that has been officially recorded by a deed in the office of the clerk; provided such lot was of a size which met the minimum dimensions for lots in the district in which it was located at the time of recording.

Lot width: The horizontal distance measured along a straight line connecting the points at which a line demarcating the minimum front yard intersects with interior lot lines or other street lot lines.

Lot, zoning: A lot or combination of lots shown on an application for a zoning compliance permit which together meet all applicable requirements for development.

Low-volume irrigation: An irrigation system with a maximum flow rate per emitter of thirty (30) gallons per hour or less. These systems are not approved for turfgrass applications.

Lux: A metric measure of illumination, approximately one-tenth (1/10) of a foot candle.

Maintenance or storage facility: Land, building or structure devoted primarily to the maintenance and/or storage of equipment and materials.

Major renovation: Any construction, reconstruction, structural alteration, expansion, enlargement or remodeling conducted within any two-year period, the total cost of which exceeds fifty-one (51) percent of the assessed value of the property.

Major street map: A map depicting the arterial streets and collector streets within the city.

Management plan: A plan prepared to address preservation/restoration and management of significant or essential wildlife habitat, and which is approved by the city in accordance with this article. The management plan describes and depicts the location of areas to be preserved, including any protective buffers. The plan indicates the location of individuals of listed species, their nest sites, dens, burrows, feeding locations, roosting and perching areas, and trails, as appropriate. The plan identifies habitat management activities and contains an action plan with specific implementation activities, schedules, and assignments of responsibilities.

Manufacturing, heavy: An establishment whose principal purpose is the mechanical or chemical transformation of materials or substances into new products, including the bulk storage of raw materials, but may emit noise, vibration, dust, odor or pollutants. Activities include manufacturing, assembly and fabrication, including large scale or specialized industrial operations, processing and compounding of semi-finished products from raw material in bulk form to be used in an industrial operation.

Manufacturing, light: An establishment whose principal purpose is the manufacturing, assembling, compounding, processing, packing, baling, repairing, storage or distribution of products made from previously prepared basic materials, such as bond, cloth, cork, fibre (fiber), leather, paper, plastics, metals (not involving punch presses over fifty (50) tons rated capacity), stones, tobacco, wax, yarns, or wood (except where sawmills or planing mills are employed). Light manufacturing does not include microbrewery as otherwise defined in this Code. Examples of light manufacturing activities include:

Adhesives

Apparel and similar finished products

Automatic merchandising and amusement machines

Bakery goods, candy, ice cream and other food products

Beverages, nonalcoholic

Canvas goods

Electric equipment for internal-combustion engines and kindred electric components and products

Furniture, metal or wood



Glass products

Instruments, professional and scientific

Jewelry; jewelers' findings and materials

Leather products

Luggage

Musical instruments

Novelties

Office equipment

Orthopedic and medical appliances

Paper products, small, such as envelopes, stationery, bags, boxes and wallpaper printing

Photographic and optical goods

Plaster of paris and paper-mache products

Plastic products, but not including the processing of raw materials

Pottery, figurines and other ceramic products from previously prepared minerals and earth

Radio, radar, television, electrical and electronic equipment

Rubber products, excluding tires, from purchases rubber

Small appliances

Watches and clocks

Wood products, provided that all operations and storage are within an enclosed building

X-ray apparatus

Marina: A facility for storing, berthing, securing and launching of private pleasure craft which may also include the sale of fuel and incidental supplies and minor repairs.

Marquee sign: Any sign which is attached to, or hung from, a permanent, rooflike structure which is supported by a building wall and which projects out from the building line usually but not necessarily over a public right-of-way such as a sidewalk.

Master lot: The lot of recorded on October 12, 1989.

Master improvement: Streetlight improvements that benefit more than one platted subdivision.

Material recovery facility (MRF): A MRF is a building or enclosed space (screened with a solid wall) used for the collection and processing of recyclable materials (solids only) limited to paper, glass, plastic, aluminum and metal cans, and "scrap metals/tubing/wiring". For purposes of this definition and use, "scrap metals/tubing/wiring" shall not include automotive parts. Processing means the preparation of material for efficient shipment, or to an end-user's specifications, by such means as baling, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and manufacturing. No fluids or hazardous materials shall be collected or processed on the subject location as part of the material recovery facility. The establishment must comply with all necessary requirements of local, state, and federal law.

Memorial sign: Any sign erected in remembrance of a person or event or which is commemorative in nature.

Mesic habitats: Mesic habitats are moderately moist habitats. Mesic habitats occur as dry to moist, level to hilly uplands on poorly to somewhat poorly drained soils containing variable amounts of clay or organic material, and support a diverse array of mesic-adapted plants and animals. Mesic habitats occurring in the City of Tampa include pine flatwoods, dry prairies and mesic hammocks.

Mesic hammocks: Mesic hammocks, also known as upland hardwood forest, constitute the climax community of the area. There is no single dominant stress factor in most mesic hammocks. The result is a high plant diversity, particularly in the mature successional stages. Fire does not normally play a major role in this community. A variety of hardwood trees are found in this community and occur on fairly rich, sandy soils. Southern magnolia, laurel oak, American holly, dogwood, pignut hickory and live oak are characteristic species of this association. Variations in the species composition of mesic hammocks are partially due to differences in soil moisture. A major variation of this vegetation association is the live oak-cabbage palm hammock. Live oak-cabbage palm hammocks often border large lakes and rivers. Because this variant community type often functions as an ecotonal area adjacent to wetlands, it affords suitable habitat for a wide variety of plants and animals. Representative soils: Fort Meade, Gainesville, Millhopper, Kendrick, Lochloosa, Zolfo, Winder and Pinellas.

Microbrewery: An establishment in which the principal purpose is the production of malt liquors or beer, including the fermentation, bottling and distribution of beer, and which includes accessory uses that are tourist-oriented, such as tours of the microbrewery, retail sales of beer and related food products.

Minor subdivision: A subdivision comprised of ten (10) or less lots.

Mobile home: A single portable manufactured housing unit, or a combination of two (2) or more such units connected on-site, that is:

- (1) Designed to be used for living, sleeping, sanitation, cooking, and eating purposes by one (1) family only and containing independent kitchen, sanitary and sleeping facilities;
- (2) Designed so that each housing unit can be transported on its own chassis;
- (3) Placed on a temporary or semipermanent foundation; and
- (4) Is over thirty-two (32) feet in length and over eight (8) feet in width.

Mobile home park: A combination of ten (10) or more mobile homes on a single zoning lot.

Modular news rack: A connected grouping of at least two (2) pockets within a single news rack in or upon, or projecting onto, or over, any part of the public right-of-way, and which is bolted directly to concrete surface, installed or used for the display, sale or distribution of newspapers, other periodicals or advertising circulars.

Monopole: Monopole means a vertical support structure, consisting of a single vertical metal, concrete or wooden pole, typically round or square, and driven into the ground or attached to a foundation.

Mulch: Any material applied to the soil surface to retain soil moisture, control erosion, inhibit weeds, and/or regulate soil temperatures.

Multiple listing strips: Strips of wood or like material or paper affixed to, around or upon a real estate sign to indicate that the property being advertised for sale is also advertised within the real estate industry by virtue of their multiple listings service.

Multiple occupancy parcel: Any parcel which is occupied by more than one (1) establishment.

Multiple property designation: A group of historic properties related by common theme, general geographical area, and period of time that has been recommended for designation by the HPC and designated by the city as set forth in section 27-256 herein. A group of historic properties shall qualify for designation as a multiple property designation when each individual historic property meets the designation criteria set forth in section 27-257 herein.

**National Historic Landmark:** A historic property evaluated and found to have significance at the national level and designated as such by the Secretary of the Interior.

**National Register of Historic Places:** The official federal list of districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, engineering and culture.

**Native:** An adjective used to describe species of flora and fauna which naturally occur in Hillsborough County and the City of Tampa; not to mean naturalized or indigenous species which originate from outside the city.

**Native plant community:** Those plant communities naturally occurring in north and central Florida.

**Native plant material:** Any plant material indigenous to central Florida and which is naturally grown or commercially propagated or cultivated for the nursery or landscaping industry.

**Native tree:** Any tree indigenous to central Florida or the city and which is naturally grown or commercially propagated or cultivated for the nursery or landscaping industry.

**Natural plant:** A plant, once established, that survives on rainfall without irrigation.

**Natural plant communities:** Naturally occurring stands of native plant associations exhibiting minimal signs of anthropogenic disturbance. Specific community types can be identified by characteristic dominant plant species composition. Community types found in the City of Tampa include pine flatwoods, dry prairie, sand pine scrub, sandhill, scrubby flatwoods, xeric oak scrub, xeric hammock, mesic hammock, hardwood swamps, cypress swamps, freshwater marsh, wet prairies, coastal marsh, mangrove swamp, coastal strand (see natural beaches and dunes) and marine grasslands.

**Natural preserves:** Publicly or privately owned lands or waters set aside for preservation in their natural state.

**Natural resources coordinator:** As part of the planning division in the PDD, the coordinator is the city official responsible for interpretation and enforcement of applicable provisions set forth in this chapter and Chapter 13, Landscaping, Tree Removal and Site Clearing.

**Natural shorelines (other than natural beaches and dunes):** All emergent and submerge lands which are not classified as preservation areas, which border class I, II or III waters, which are within the mean annual floodplain of said waters and whose topography has not been significantly altered by human activity.

**NCNB Plaza:** The area described in Ordinance No. 9130-A.

**New construction:** The erection of a building or structure or the addition of greater than fifty (50) percent of the existing building size in square feet.

**News rack:** Any unstaffed, self-service, free, or coin-operated box, container, storage unit or other dispenser located in or upon, or projecting onto, or over, any part of the public right-of-way, and which is installed, used or maintained for the display, sale, or free distribution of newspapers and other publications. News rack includes modular news rack.

**Nightclub:** An establishment that may include a restaurant or bar component, and wherein paid (hired for compensation) floor shows or other forms of paid entertainment, including but not limited to DJ's and live bands, are provided for customers as a part of the commercial enterprise.

**No dumping sign:** A sign having copy which includes the words "no dumping" and which is designed to inform the public that permission to place any putrescible or non-putrescible material or other solid or liquid waste is expressly denied.

**Nonconforming parking lot:** Any property used as a principal or interim parking lot, which does not comply with the requirements of section 27-283.12.

**Nonconforming sign:** Any sign lawfully in existence within the City of Tampa on the effective date of this chapter [December 15, 2012] which does not conform to the requirements of this chapter. An illegal sign shall not be considered to be a nonconforming sign.

**Nonconformities:** Those characteristics of the property, structure, or use, as determined through a formal decision, which are not permitted in the schedule of permitted uses or do not conform to the schedule of area, height, bulk, and placement regulations, or other provisions of this chapter, but were legal at the time they were established.

**Non-contributing:** A building, object, or structure that does not add to the historic architectural qualities, historic associations or archaeological values for which a property is significant because (a) it was not present during the period of significance, (b) due to alterations, disturbances, additions, or other changes, it no longer possesses historical integrity reflecting its character at that time or is incapable of yielding important information about the period, or (c) does not independently meet the historic landmarks criteria set forth in Appendix V of the National Register of Historic Places Bulletin 16A, "How to Complete the National Register Registration Form" or any amendment or replacement thereof.

**Non-profit land conservation agency or organization:** An agency or organization whose purpose is the preservation of natural areas, and which is exempt from federal income tax under Section 501(c)(3) of the United States Internal Revenue Code.

**Non-transient lodging unit:** A room or group of rooms forming a separate habitable unit used or intended to be used for living and sleeping purposes, without independent kitchen facilities. It is presumed that the lodging unit is the sole residence of the occupant(s).

**Nonwooded land:** A parcel greater than one (1) acre less than fifty (50) percent of which is covered by native tree canopy and/or forested native plant communities, exclusive of wetlands.

**Notice (notification):** Unless otherwise specified, where notice is required by this chapter to be given, it shall be given by certified mail delivery to the last known address of the person to be notified, or by hand delivery to such person. Additionally, the sign structure or property on which the sign is located shall be posted with a notice of violation. If certified mail delivery or hand delivery is not possible, then an advertisement in any regularly published newspaper in the city shall suffice.

**No trespassing sign:** A sign having copy which includes the words "no trespassing" and which is designed to inform the public that permission to enter a parcel of land is expressly denied.

**Number of off-site spaces:** The total number of spaces located within five hundred (500) feet of the property and which meet the code requirements of this chapter.

**Number of on-site spaces:** The total number of spaces contained on the site which meet the code requirements of this chapter.

**Number of spaces required:** The required number of parking spaces for the designated land use as defined in this chapter.

**Nursing, convalescent and extended care facility:** Any facility which provides nursing services as defined in F.S. Ch. 464. "Facility" means any institution, building, residence, private home or other place, whether operated for profit or not, including those places operated by a county or municipality, which undertakes through its ownership or management to provide nursing care, personal care or custodial care for more than twenty (20) persons not related to the owner or manager by blood or marriage, who by reason of illness, physical infirmity or advanced age require such services, but shall not include any place providing care and treatment primarily for the acutely ill.

**Oasis plant:** A plant, once established, requiring frequent irrigation.

**Object:** A construction primarily artistic in nature or relatively small in scale and simply constructed, such as a statue or milepost.

**Office, business or professional:** An establishment offering services or knowledge to the business community or to individuals, but excluding a medical office. Such activities would include accounting, brokerage, insurance, advertising, employment services, real estate services, lawyer and architect.

**Office district:** An office district is any property which is zoned RO, RO-1, OP, OP-1, SH-RO, or PD or PD-A (approved primarily for office uses).

Office, medical: An establishment offering medical services and knowledge to the community or individuals. Such activities would include physician, dentist, psychologist, chiropractor, mental health therapist and physical and recuperative therapists.

Off-site conservation fund: A fund established for the purpose of acquisition, restoration and management of significant or essential wildlife habitat. The fund shall be managed by a local government or the local government may contract with a non-profit land conservation agency or organization to manage such fund.

Off-site preservation land bank: An area of land in the City of Tampa or Hillsborough County which is approved by the city as appropriate for off-site preservation of upland habitats as provided in this article and which is in either public or private ownership or has been acquired by a non-profit land conservation organization for the purpose of being used as a land bank for the preservation or restoration of land.

Off-site sign: Any sign upon which commercial or noncommercial advertising or any other matter may be displayed, advertising goods, services or other things not sold or available upon the parcel (or zoning lot, if a signage plan is approved for the entire zoning lot) or only incidentally available where the sign is located.

One foot-candle: The amount of illumination provided by one (1) lumen uniformly distributed on one (1) square foot of surface.

On-site sign: Any sign upon which commercial or noncommercial advertising or any other matter may be displayed, advertising goods, services or other things sold or available upon the parcel where the sign is located. Any authorized or permitted on-site sign is allowed to contain non-commercial speech in lieu of any other speech.

Open display: The display outside of a structure of finished products or merchandise which is available for sale or lease at the establishment where it is displayed. By way of illustration, open display may include but is not limited to boats, recreational vehicles, cars, trucks and lawn care equipment.

Open storage: The storage or keeping, outside of a completely enclosed building, of any materials, goods, merchandise, equipment or vehicles.

Ordinary maintenance: Work done to repair ordinary damage or to prevent ordinary deterioration or decay of a building, improvement, object, structure or site or any part thereof as nearly as possible to its condition prior to such damage, deterioration, or decay, and which does not involve or cause a change in the design, the material, or the exterior appearance of the building, improvement, object or structure or site.

Overlay districts: Geographic areas, identified in Chapter 27, which overlay the underlying zoning districts providing for additional development and sign regulations. See Chapter 27 for the applicable sign regulations for overlay districts.

Overspray: Water that is delivered beyond the landscape area wetting pavements, walks, structures, or other non-landscaped areas.

Owner: The person to whom a permit or license shall be issued, for example, to install, operate and maintain trash receptacles upon the sidewalks of the city.

Parcel: A contiguous area of land with its appurtenances and buildings which, because of its unity of use or commonality of ownership, may be regarded as the smallest conveyable unit of real estate and is capable of being described with such definiteness that its location and boundary can be established, and which is leased, owned, or designated by its owner or developer as land to be used or developed as part of a consistent development plan; provided, however, a parcel may consist of more than one (1) parcel under separate ownership if these parcels are: (i) one zoning lot of record or subject to a single PD zoning site plan and (ii) a common signage plan is prepared and approved as part of the zoning of the parcels or pursuant to the procedures provided for in this chapter.

Parking, accessory: Space located outside of any street right-of-way or easement and designed to accommodate the parking of motor vehicles on the same zoning lot as the principal use and where the principal use is also a permitted use within the zoning district of the property used for said parking.

Parking, bicycle: Designated area for parking bicycles, which may consist of standard bicycle racks, storage lockers, or other secured, lockable facilities.

Parking, commercial: Any garage or surface-level lot used and designed to accommodate the parking of motor vehicles for an adjacent commercial or office use.

Parking, principal: Any garage or surface level lot at which the parking of vehicles is the principal use of the property, which lot is intended to be used for a period longer than six (6) years, whether operated for commercial or private purposes.

Parking lot, temporary: An area or portion of a lot located outside of any public right-of-way or easement used during the construction or reconstruction of a building project to park motor vehicles of employees, tenants, guests, patrons, construction workers or other like visitors whenever the off-street parking required by this chapter cannot be provided or is displaced for a temporary period of time due to the construction or reconstruction.

Parking space credit: The equivalent of one (1) parking space paid for by the developer through an in-lieu parking payment.

Participating organization: An organization that has an interest in land development decisions made within the City of Tampa. In order to qualify as a participating organization, the organization must either be (1) an Officially Registered Neighborhood Association with the City of Tampa Neighborhood and Community Relations office or (2) after March 31, 2011 an incorporated not for profit entity or condominium association as evidenced by a valid certificate of status issued by the Department of State. A participating organization must appoint an authorized representative to receive mailed notice and to act on behalf of the participating organization. Applications for land development decisions filed prior to March 31, 2011 shall only be required to provide good neighbor notice to Officially Registered Neighborhood Associations.

Patently inconsistent: Clearly, obviously, and plainly incompatible or lacking consistency with.

Paving base: Material placed prior to the final riding surface, usually consisting of shell, marl, limestone, soil, cement or bituminous concrete.

P.C.P.: "Permanent Control Point," which shall be a secondary horizontal control monument and shall be a metal marker with the point of reference marked thereon; or a four-inch by four-inch concrete monument a minimum of twenty-four (24) inches long with the point of reference marked thereon. P.C.P.'s shall bear the registration number of the surveyor filing the plat of record.

PDD: Abbreviation for the planning and development department.

PDD director: The director of the planning and development department or designee who shall be responsible for the management of the affairs of the department.

Pennant: A piece of fabric or material which tapers to a point or swallow tail, which is attached to a string or wire, either singularly or in series.

Pergola: An arbor or a passageway of columns supporting a roof of trelliswork on which climbing plants are trained to grow.

Permanently protected: Ownership of the fee simple title of land by, or the establishment of a permanent conservation easement containing restrictions substantially similar to those in F.S. (1993) § 704.06, in favor of the City of Tampa or other land conservation governmental agency, or a private, non-profit land conservation organization.

Permanent sign: A permanent sign is one which is fixed to a building or the ground in such a manner as to be immobile without the use of extraordinary means, such as disassembly.

Permit: An official document authorizing performance of a specific activity as regulated by the city.

Permit card or placard: A document issued by the city evidencing the issuance of a permit.

Person: Shall have the meaning provided in F.S. § 1.01(3), as amended from time to time.

**Personal care services:** The furnishing of one (1) or more of the following to persons in need of assistance due to age, physical or mental disability, illness, injury and the like; supervision of self-administered medication, aid in personal hygiene, eating, drinking, ambulation, dressing, recreation and the like. For purposes of this definition, personal care services do not include direct medical treatment.

**Personal services:** An establishment that primarily provides services generally involving the care of a person or his apparel, such as barbershops, beauty salons, seamstress shops, shoe repair shops, dry-cleaning and laundry pickup facilities, and coin-operated laundry and dry-cleaning facilities.

**Pervious area:** A permeable surface area which allows passage of surface water and air to the root system of a tree. A pervious area shall be free of significant amounts of clay, shell, marl, limestone or other road-base material unless expressly permitted in the context thereof, but may be surfaced with turf blocks or similar nontoxic products.

**Petroleum storage and/or processing:** The storage and/or processing of petroleum, flammable and combustible liquids and gas.

**Pharmacy:** An establishment offering prescription and nonprescription drugs and medicines, prosthetic devices and medical and dental supplies at retail.

**Physical value:** The county property appraiser's assessed value or a certified appraisal by a person appropriately licensed to provide appraisals of real estate.

**Pine flatwoods:** Pine flatwoods occur on level areas and are characterized by one (1) or more species of pine as the dominant tree species. The soils of flatwoods are sandy with a moderate amount of organic matter in the top few centimeters, and an acid, organic hardpan one (1) to three (3) feet beneath the surface. This hardpan reduces rainfall percolation, reduces the upward movement of water, and impeded root penetration during droughts. Two (2) major types of flatwoods occur in Hillsborough County. Long-leaf pine flatwoods are found on well-drained sites and are characterized by having long-leaf pine as the dominant overstory tree. Slash pine flatwoods, with slash pine as the dominant overstory species, usually occur in areas of intermediate wetness. Considerable overlap in understory plants exist between the two (2) major types of flatwoods, with many species found in both communities. Generally however, gallberry and saw palmetto dominate the understory in slash pine flatwoods, and wiregrass and runner oaks are especially prevalent in longleaf pine flatwoods. Flatwoods also often contain cypress domes, bay heads, freshwater marshes and wet prairies. Two (2) variants of this plant community are cabbage palm flatwoods and scrubby flatwoods. Cabbage palm flatwoods typically occur in low, flat coastal areas. Here the dominant overstory trees are cabbage palm and slash pine and the understory is sparse. Ground cover consists of more water tolerant, herbaceous species. Scrubby flatwoods often occur on drier ridges in flatwoods. The overstory tree of this vegetation type may be either slash pine, longleaf pine or sand pine scrub. In some cases, pines may be absent. Fire and water are the two (2) main determinants of flatwoods ecology. Slash pine flatwoods are subject to less moisture stress and have the highest species diversity. Fire is instrumental in reducing competition from hardwoods, but does not occur often enough to kill the young, fire-sensitive slash pines. Long-leaf pine flatwoods are stressed by a relative lack of water, which reduces plant diversity. Fire is important in hardwood suppression and in making an area suitable for longleaf pine germination. The longleaf pine is particularly well adapted to fire and is immune to ground fires at almost all stages of growth. A mixed hardwood and pine forest is a successional stage of pine flatwoods where fire is no longer a controlling factor in suppressing hardwoods. Representative soils: Eaton, Immokalee, Myakka, Smyrna, Ona, St. Johns and Wabasso.

**Place of assembly:** A place designed to accommodate the assembly of persons attending athletic events, musical performances, dramatic or terpsichorean performances, speeches or ceremonies, and other entertainment events, including stadiums, coliseums, athletic centers, concert halls, amphitheaters and arenas.

**Place of religious assembly:** A structure in which persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain public worship. A place of religious assembly shall also include structures for related religious activities on the same site such as educational buildings, administrative buildings and sleeping quarters for personnel (parsonage, convent, monastery, etc.). As part of this definition, uses such as daycare, elementary or secondary school,

assisted living facilities, professional residential facilities, and emergency shelters are not included as "related religious activities" without proper approval for such use.

PDD (Department): The Planning and Development Department (PDD).

Planned development: Land that is under unified control and planned and developed as a whole in a single development operation or a definitely programmed series of development operations. A planned development includes principal and accessory structures and uses substantially related to the character and purposes of the planned development. A planned development is constructed according to comprehensive and detailed plans which include not only streets, utilities, lots or building sites and the like, but also site plans and floor plans for all buildings as intended to be located, constructed, used and related to each other, and detailed plans for other uses and improvements on the land as related to the buildings. A planned development includes a program for the provisions, operation and maintenance of such areas, facilities and improvements as will be for common use by some or all of the occupants of the planned development district, but which will not be provided, operated or maintained at general public expense.

Planning commission: The Hillsborough County City-County Planning Commission.

Plant material: Any ground covers, shrubs, turf or vines which are commercially propagated or cultivated for the nursery or landscaping industry.

Plat: A map or delineated representation of the subdivision of lands being a complete exact representation of the subdivision and other information in compliance with the requirement of all applicable sections of this chapter and of any local ordinances and may include the terms "replat," "amended plat," or "revised plat."

Political campaign sign: A sign identifying and urging support for or opposition to a particular issue, political party, ballot issue or candidate relating to an event or occurrence scheduled to take place at a specific time and place.

Portable signs: Any sign which is not permanently erected on the site (building or lot) and which may be moved readily from place to place; except that this definition shall not apply to signs painted directly on vehicles or signs displayed through, but not on, windows.

Preliminary development permit: An ordinance of the city approving a rezoning or special use, or the administrative approval of a preliminary plat.

Preservation (historic): The act or process of applying measures necessary to sustain the existing form, integrity, and materials of a historic property.

Preservation (natural resource): As this term is used in this article, preservation means the protection and maintenance of the integrity of a species and its habitat, or a natural plant community, from the direct and secondary impacts of development.

Preservation areas: See "Environmentally sensitive areas."

Printing and publishing: An establishment primarily engaged in preparing, publishing and printing newspapers, periodicals, books and pamphlets.

Printing, light: An establishment whose principal use is printing, reproduction or publishing, but not including large-scale typesetting operations.

Prior parking space credit: The space credit for a designated number of spaces for which an in-lieu parking payment has previously been paid to the city.

Private cultural facility: The use of land, buildings or structures by an incorporated not-for profit entity to provide cultural services directly to the general public, including libraries and museums.

Private pleasure craft: A vessel which is privately owned or leased primarily for recreational purposes. Private pleasure craft do not include commercial, official or scientific vessels. For regulatory purposes, private pleasure craft are divided into two (2) classes as follows:

- (1) Minor—Under sixteen (16) feet in length;



- (2) Major—Sixteen (16) feet or more in length.

Private pleasure craft may or may not contain facilities qualifying them as dwelling or lodging units. Where they do contain facilities, use within the city shall be governed as provided in this chapter and other applicable regulations.

P.R.M.: A "Permanent Reference Monument," which consists of a metal rod a minimum of twenty-four (24) inches long or a one-and-one-half-inch minimum diameter metal pipe a minimum of twenty (20) inches long, either of which shall be encased in a solid block of concrete or set in natural bedrock a minimum of six (6) inches in diameter, and extending a minimum of eighteen (18) inches below the top of the monument, or a concrete monument four (4) inches by four (4) inches a minimum of twenty-four (24) inches long, with the point of reference marked thereon. A metal cap marker, with the point of reference marked thereon, shall bear the registration number of the surveyor certifying the plat of record, and the letters "PRM" shall be placed in the top of the monument.

Professional residential facility: Any residential establishment, other than a hospital or nursing home, providing board, lodging, supervision, medication, counseling or other diagnostic or therapeutic services and licensed by the state department of health and rehabilitative services. Professional residential facilities are further defined by the following types:

- (1) Recovery home, A: A group residential facility providing room, board and professional services to no more than eight (8) persons in need of a structured environment. For the purpose of this chapter, a "recovery home" shall not be deemed to include a residential treatment facility, a group care home, family care home, nursing home, hospital, emergency shelter, emergency shelter home or foster home.
- (2) Recovery home, B: A group residential facility providing room, board and professional services to at least nine (9), but no more than sixteen (16) persons in need of a structured environment. For the purpose of this chapter, a "recovery home" shall not be deemed to include a residential treatment facility, a group care home, family care home, nursing home, hospital, emergency shelter, emergency shelter home or foster home.
- (3) Residential treatment facility: Any residential establishment, other than a hospital or nursing home, providing relatively intensive diagnostic or therapeutic services for one (1) or more residents. For the purpose of this chapter, a "residential treatment facility" shall not be deemed to include a nursing home, hospital, group care home, family care home or emergency shelter. Nothing in this chapter shall prevent a residential treatment facility from having outpatients or a recovery home component.
- (4) Life care retirement facility: A condominium/cooperative which has nursing home services as a part of the facility or has nursing home services at a separate location.

Projecting signs: Any sign which is attached to or projects from the outside wall of any building or structure, excluding wall signs as defined herein.

Protected tree: A tree and its root system, other than trees exempted in section 13-7, having the characteristics set forth in section 13-6.

Protective barricade: A physical structure not less than three (3) feet in height; limiting access to protected trees and grand trees. A suitable protective barrier shall visually define the required protective root zone (PRZ) during construction.

Protective barrier: A physical structure not less than four (4) feet in height, composed of wood or other suitable materials, limiting access to a protected area to assure compliance with the intent of this Code. Natural areas to be preserved, such as conservation areas, preservation areas, areas where the vegetation of natural plant communities is retained and other areas where land alteration is not authorized, can be protected during land alteration and construction activities by placing stakes, or other acceptable materials, at the perimeter of such areas a maximum of twenty-five (25) feet apart, and tying twine flagged with plastic surveying tape from stake to stake along the perimeter of such areas to be preserved.

Protective covenants: Separate contracts or individual covenants entered into between the developer or other seller and lot purchaser and which constitute a restriction on the use of all private property within a subdivision for the benefit of property owners designed to provide mutual protection against undesirable aspects of development which would tend to impair stability of values.

Protective dry well and drainage/aeration systems: A tree protection technique used to stabilize soil and provide air and water to root systems when the grade is raised.

Protective retaining wall: A tree protection technique used to stabilize soil around root systems when the grade is lowered.

Protective root zone (PRZ): The entire surface and subsurface soil area encompassed by prescribed radius for protected and grand trees (per the technical manual).

Provider: Any person that places or seeks to place communications facilities in the public rights-of-way, or uses or seeks to use communications facilities placed or to be placed in the public rights-of-way by another person, to provide communications services.

PSC: The Florida Public Service Commission.

Public art: See definition in Chapter 4, City of Tampa Code of Ordinances.

Public cultural facility: The use of land, buildings or structures by a municipal or other governmental agency to provide cultural services directly to the general public, including public libraries and museums.

Public facilities and services: Those public facilities and services for which level of service standards have been established in the Tampa Comprehensive Plan, which are recognized in section 17.5-46 of this article, and which are listed below:

- (1) Potable water;
- (2) Wastewater;
- (3) Solid waste;
- (4) Parks and recreation;
- (5) Stormwater management;
- (6) Transportation; and
- (7) Mass transit.

Public food service establishments: An establishment that is operating as a restaurant or restaurant drive-in, including sidewalk cafés.

Public open space: Solely for purposes of Article II, Division 2, Subdivision 3, Central Business District, hereof, open space is deemed to mean an area open to the sky, but may include arcades, canopies, or similar permanent feature (with a minimum fifteen (15) feet vertical clearance from grade) to provide weather protection and unique architectural design, while allowing the movement of light and air and maintaining commercial storefront visibility.

Public place: Public rights-of-way (excluding sidewalks), roads (excluding sidewalks), streets (excluding sidewalks), highways, alleys, bridges, any river, channel, lake, bay, body of water, public park or any adjacent parcel under separate ownership unless the parcels consist of one (1) zoning lot of record which is the subject of a common signage plan approved for the entire zoning lot.

Public rights-of-way: The roads, streets, alleys, highways, waterways, bridges, sidewalks, and other ways or places of whatever nature, including the space above, on, at or below such rights-of-way, that are owned by the city, publicly held by the city, dedicated to the city, or otherwise controlled by the city, for public use and presently opened or to be opened for public use, including vehicular and pedestrian movement.

Public service facility: The use of land, buildings or structures by a public utility, railroad or governmental agency, including water treatment plants or pumping stations, sewage treatment plants or

pumping stations, nonnuclear power plants and substations, telephone exchanges and other similar public service structures, but not including land, buildings or structures devoted solely to the storage and maintenance of equipment and materials.

Public space: An area that is easily accessible and designed to physically accommodate public use during normal business hours.

Public use: Activities enjoyed or engaged in by the general public including sitting, talking, meeting, eating, meditating, viewing, reading, relaxing and any other activities commonly associated with and/or fostering human social interaction.

Public use facility: The use of land, buildings or structures by a municipal or other governmental agency to provide protective, administrative, social and recreational services directly to the general public, including police and fire stations, municipal buildings, community centers, public parks and any other public facility providing the above services, but not including public land or buildings devoted solely to the storage and maintenance of equipment and materials and not including public cultural facilities or public service facilities.

Pylon sign: Any sign which is supported by structures or supports in or upon the ground and independent of support from any building. However, a pylon sign shall be specifically excluded from the definition of a ground sign. The structural elements of a pylon sign shall not exceed one and one-half (1½) feet in diameter and, if so, shall be considered a ground sign.

Radio/TV studio: A facility for the production and broadcast of radio and/or television programs, including such elements as offices, dressing rooms, broadcast and taping studios, file rooms, set storage and construction areas, receiving facilities and transmitting facilities operating on other than the commercial or public AM, FM, television or international shortwave broadcast frequencies for the purpose of relaying radio and/or television signals between the radio/TV studio and a radio/TV transmitter site or communications satellites, mobile broadcast units, microwave relay facilities or other such facilities, the use and accessibility of which are limited to the broadcast industry.

Rain sensor device: A calibrated device that is designed to measure rainfall and override the irrigation cycle of the irrigation system when a pre-determined amount of rainfall has occurred. The suggested setting of the rain sensor device for shut-off, as per the University of Florida's Institute of Food and Agricultural Sciences (IFAS), is one-half (½) to three-quarters (¾) inch.

Real estate sign: A sign which advertises the sale, rental or development of the parcel upon which it is located.

Recommended tree: A tree of two (2) inches or greater in diameter, as measured six (6) inches above grade, which is included in the recommended tree list set forth herein as Schedule E in section 13-165.

Reconstruction: The act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, buildings, structure, or object for the purpose of replicating its appearance at a specific period of time and its historic location.

Reconstruction (sign): Reconstruction shall be permitted when the historic sign is missing. The reconstruction shall be based upon historical, pictorial, or physical documentation or, if historical documentation is not available, a new design that is compatible with the historic character of the building as determined by the Architectural Review Commission or the Barrio Latino Commission. The size of the sign shall not exceed the size of the original historic sign, based upon the aforementioned documentation.

Record drawings: See "as-built drawings."

Recreational facility, commercial:

1. Indoor. An indoor facility, privately operated for profit, including but not limited to indoor swimming pools and tennis courts, health clubs, amusement arcades, bowling alleys, skating rinks, pool halls and theatres.
2. Outdoor. An outdoor facility, privately operated for profit, including but not limited to outdoor swimming pools, tennis courts, pointball sports, miniature golf, go-cart tracks.

Recreational facility, private: A privately operated facility providing indoor or outdoor recreation activities, including but not limited to community clubs and meeting halls (boys and girls), country clubs, golf courses, riding stables and tennis clubs.

Recreational vehicle and equipment: Vehicle or equipment designed and built for recreational purposes such as camping, boating and off-road sports. Recreational vehicles and equipment include but are not limited to truck campers, golf carts, dirt bikes, pleasure craft, motor homes, travel trailers and converted buses.

Recycling/building and auto parts: The use of any land whether inside or outside of a building for the purpose of sale of used building materials and/or automotive parts. The dismantling of wrecked or inoperative automobile or other vehicles or machinery is allowed provided the removal of all scrap metals or other scrap materials and junk is removed from the property on a quarterly basis.

Recycling—Materials and goods: The use of any land whether inside or outside of a building for the purpose of recycling, processing, and sale of used/recycled building materials, and/or automotive vehicle/vessel parts, computer components, or residential/commercial appliances. Processing means the preparation of material for efficient shipment, or to an end-user's specifications, by such means as baling, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and manufacturing. Any sorting and disposing of universal waste (batteries, fluorescent tubes, and some electronic devices), as well as the overall operation of the establishment, must comply with all necessary requirements of local, state, and federal law.

Refuse bin: A large metal box for solid waste, usually of the two (2) cubic yard to eight (8) cubic-yard size, or compactors and roll-off boxes of larger capacities, lifted mechanically by trucks in order to empty.

Registered land surveyor: A person who is registered to engage in the practice of land surveying as defined in and in accordance with F.S. § 472.001 through 472.039.

Registered landscape architect: A person who holds a license to practice landscape architecture as defined in and in accordance with F.S. § 481.301 et seq.

Rehabilitation: The act or process of returning a building, improvement, object, structure or site to a state of utility, through repair, alteration or addition, which makes possible an efficient contemporary use while preserving those portions and features of the property that are significant to its historic, architectural and cultural values.

Rehabilitation (sign): Rehabilitation shall permit the removal of the historic sign for repairs, such as cleaning, rust removal, electrical repairs or replacements, and application of protective coating systems. Rehabilitation shall permit replacing in-kind entire components of the sign that are too deteriorated to repair. If using the same material is not technically or economically feasible, then a compatible substitute material may be considered. The name or graphics on the sign may be changed.

Related owner: A person related to an owner of property by blood or marriage or an entity owned, controlled, or operated by or under the common control of an owner or person related thereto by blood or marriage.

Relocate: Any change in the position of a sign from its original location.

Relocated tree: A protected tree that has been transplanted in the areas specified in this chapter.

Remodeling: Work which changes the original size, location or material of the components of a building.

Removed tree: A protected tree that has been irreversibly damaged or destroyed.

Renovation, rehabilitation, building improvement: Those words used to describe a change or modification to an existing structure. The change may include expansion or upgrading of a building.

Replaced tree: A recommended tree planted in the areas specified in this chapter in the place of a protected tree or grand tree which was irreversibly damaged or destroyed.

Research activity: Research, development and testing related to such fields as chemical, pharmaceutical, medical, electrical, transportation, and engineering, provided such activities are

conducted within entirely enclosed buildings and produce no noise, smoke, glare, vibration or odor detectable outside the buildings.

Residential building: Any single-or two-family building or accessory structure.

Residential district: A residential district is any property which is zoned RS-50, RS-60, RS-75, RS-100, RS-150, RM-12, RM-16, RM-18, RM-24, RM-35, RM-50, RM-75, SH-RS, SH-RM, YC-2, YC-4, and site plan controlled districts approved primarily for residential use.

Restaurant: An establishment whose principal business is the preparation, serving, and selling of food, to the customer for immediate consumption on or in the vicinity of the premises or for take-out by customers. Food shall be continuously ready to be prepared, served, and sold during all business operational hours for a restaurant use. All restaurants shall be appropriately licensed as a restaurant or similar food service-type use by the State of Florida.

Restaurant, drive-in: A restaurant whose business also includes one (1) or both of the following characteristics:

- (1) Serving and selling of food directly to the customer in a motor vehicle by a carhop or by other means, which eliminates the need for the customer to exit the motor vehicle.
- (2) The consumption of food within a motor vehicle parked upon the premises, or at any facilities on the premises outside the restaurant building, where consumption is allowed, encouraged, or permitted.

Restoration (historic): The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of removal of features from other periods of history and reconstruction of missing features from the restoration period.

Restoration (natural resource): The process of reestablishing natural plant communities and moisture conditions which are at least the ecologically functional equivalent of the pre-disturbed land.

Restoration (sign): Restoration shall permit the removal of the historic sign for repairs, such as cleaning, rust removal, limited paint removal, electrical repairs or replacements, and re-application of protective coating systems. The name or graphics may not be changed.

Retail bakery: A place where products such as bread, cake, and pastries are predominantly baked and sold retail on premise and may be sold wholesale.

Retail sales, convenience goods: Commercial establishments that generally serve day-to-day commercial needs of a residential neighborhood, including but not limited to drugstores, tobacco shops, newsstands, bakeries, confectioneries, delicatessens, meat and produce markets, food stores with less than ten thousand (10,000) square feet in floor area, and eating and drinking establishments. Specifically excluded from this class of uses is retail sale of spirits and liquors.

Retail sales, gasoline: Commercial establishment which sells gasoline or diesel fuel directly to the consumer. The user "retail sales, gasoline" does not imply that vehicular repairs (major or minor) are permitted as part of this use.

Retail sales, lawn and garden shop: The retail sales of plants, prepackaged gardening materials (such as, mulch, fertilizer, and seed), gardening equipment (such as, lawn mowers, hedgers, and rakes) and other similar commodities.

Retail sales, shoppers' goods: Commercial establishments that, in addition to serving day-to-day commercial needs of a community, also supply the more durable and permanent needs of a whole community, including but not limited to supermarkets, department stores, discount stores, variety stores, hardware and garden supply stores, apparel and footwear stores, florists, gift shops, jewelry stores, book and stationery stores, specialty shops, sporting goods stores, furniture and home furnishing stores, automotive supply stores and appliance stores.

Retail sales, specialty goods: Commercial establishments that cater to particularized markets, such as tourists, ethnic groups, collectors, etc., and offering a single type, or closely related types, of merchandise oriented toward impulse or discretionary purchase rather than satisfaction of regular or

recurring needs. Included in this use type is accessory custom manufacturing, which involves the production for on-site sale only of crafts, jewelry, or related specialty items. Individual establishments will have relatively small floor areas (not more than two thousand (2,000) square feet). Typical uses would include storefronts that sell art or craft objects; flowers or plants; gifts, novelties, or souvenirs; beachwear; and antiques.

**Retail space:** Space within a structure that has been designated for retail uses.

**Reupholstery shop:** An establishment which recovers and/or repairs the upholstery of furniture or vehicles. Reupholstery shop shall not be deemed to include open storage or outdoor display.

**Revolving signs:** Any sign so erected or constructed as to periodically or continuously change the direction toward which any plane containing the display surface area is oriented.

**Right-of-way:** A portion of land, which is dedicated, deeded, used or to be used for a street, alley, walkway, boulevard, drainage facility, access for ingress and egress, or other purpose by the public, certain designated individuals or governing bodies.

**Right-of-way line:** That line which delineates the right-of-way from adjacent property.

**Riverwalk:** A high quality, integrated manmade continuous pedestrian pathway constructed within the waterfront building setback area and designed to facilitate pedestrian access, activity and movement along the waterfront.

**Roof sign:** Sign that is erected, constructed or maintained on the roof of a building or structure above the eaves, or above mansards, parapets, or other similar architectural features of buildings or structures which are capable of supporting signs.

**Roof line:** The top edge of the roof or parapet. Whichever forms the top line of the building silhouette when viewed from the ground level.

**Roominghouse:** A building or group of buildings containing in combination three (3) to six (6) non-transient lodging units offered for rental or lease for periods of longer than one (1) week, with or without board.

**Root pruning:** An arboricultural technique for preserving trees by providing for the sharp severance of tree roots at a prescribed off-set relating to the size of the tree. Equipment must be approved by the department and have the capability of cutting to a minimum depth of eighteen (18) inches below grade in order to protect residual roots within the protected root zone.

**Runoff:** Water, not absorbed by the soil, that flows from the area.

**Sandhill:** Sandhill communities occur on well-drained, white to yellowish sands. The sands are usually deep and relatively sterile, but contain more organic matter than the soils of the sand pine scrub community. Long-leaf pines form a scattered overstory in mature natural sands. In many areas of this community, xeric oaks, such as turkey oak and bluejack oak, which were originally small understory trees, now form the overstory as a result of logging of the pines and prevention of fire. Where the pines are not present, the community is known as xeric hammock. Although tree species diversity is low, there is a wide variety of herbaceous plants, such as wiregrass, beggar's tick, Paridae pea, queen's delight, tread softly and other plants, which provide fairly complete ground cover. Fire is also a dominant factor in the ecology of this community. The interrelationships of the sandhill vegetation types, particularly the longleaf pine/wiregrass relationship, are dependent on frequent ground fires. The longleaf pine is sensitive to hardwood competition, and wiregrass plays a major role in preventing the germination of hardwood seeds while ensuring that there is sufficient fuel build-up on the floor of the community to carry a fire over large areas. The burrowing habits of many of the animals of this association play a significant role in recycling the easily leached nutrients to the surface. Representative soils: Candle, Lake, Orlando, and Tavares.

**Sand pine scrub:** A plant community found almost exclusively on relict dunes or other marine features created along present and former shorelines. The soil is composed of well-washed and sterile sands. This community is typically two-layered, with sand pine occupying the top layer and various scrubby oaks and other scrub species making up a thick, often clumped understory. Where sand pines are not present, the community is known as xeric oak scrub. Little herbaceous ground cover exists, and

large areas of bare sand occur frequently. Typical understory plants include myrtle oak, sand live oak, Florida rosemary, Chapman's oak, scrub holly, and sickbay. Florida bluestem grass also is a good indicator species of scrub communities. Sand pine scrub is essentially a fire-based community. Ground vegetation is extremely sparse and leaf fall is minimal, thus reducing the chance of frequent ground fires so important in the sandhill community. As the sand pines mature, however, they retain most of their branches and build up large fuel supplies in the crowns. When a fire does occur, this fuel supply, in combination with the resinous needles and high stand density, ensures a hot, fast burning fire. The pine seeds are released by the heat of the fire. Thus, fires allow for regeneration of the sand pine community, which would otherwise become a xeric oak scrub hardwood community. This type of fire regeneration usually results in even-aged stands of trees. Representative soils: Archibald, Pomello and Arsenio.

**School:** A facility providing a curriculum of elementary and secondary academic instruction, including kindergartens, elementary schools, junior high schools, high schools and comparable private schools.

**Screen:** A hedge or artificial barrier.

**Scrubby flatwoods:** Scrubby flatwoods are a xeric variant of pine flatwoods. Representative soils: Pomello, Archbold, and Orsino. See Pine Flatwoods.

**Search ring:** A geographic area in which a telecommunication carriers antenna is intended to be located in order to serve the carrier's intended coverage area.

**Seawall:** An artificial shoreline protection device approved by regulatory agencies.

**Secondary impacts of development:** The indirect developmental impacts to a species or its habitat, or to a natural plant community, from activities including, but not limited to, those related to the introduction of domestic animals or motorized vehicles, noise, man-induced hydrological changes, suppression of fire in areas naturally adapted to fire, and pesticide and fertilizer applications, that adversely impact the individuals of a species, its habitats, or a natural plan community.

**Secretary of the Interior Standards:** The United States Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings as adopted by the United States Department of the Interior, National Park Service, 36 C.F.R. § 67(1995).

**Security:** Any:

- (1) Bond;
- (2) Letter of credit;
- (3) Escrow agreement; or
- (4) Agreement between a CDD and the City of Tampa with proof of funding dedicated exclusively to the installation of infrastructure improvements accompanied by a legal opinion from bond counsel and CPD counsel approved by the city attorney's office which is pledged by an obligor in order to ensure performance of an obligation, to be used in case of failure in the principal obligation.

**Security guard quarters:** A home used as the principal residence of a property owner or someone retained by the property owner to patrol the grounds or provide security.

**Semi-annual report(ing):** A period from January 1 to June 30 and from July 1 to December 31.

**Shade tree:** A hardwood tree that reaches a minimum height of twenty-five (25) feet at maturity, provides relief from direct sunlight for at least six (6) months each year and is included in the recommended tree list.

**Shall:** A mandatory condition where the word "shall" is used, the requirement is considered to be mandatory.

**Should:** An advisory condition where the word "should" is used, the requirement is advisable, recommended, but not mandatory.

**Shrub:** A multi-stemmed plant with a spread and height characteristic of its species and with a minimum height of two (2) feet when planted.

**Sidewalk:** The paved portion of a right-of-way specifically designed for pedestrian traffic.

**Sidewalk café:** An outdoor dining area adjoining a restaurant, located on a public street (which is public through dedication or easement) or public right-of-way that has obtained all necessary city permits to operate and provides waiter or waitress service and contains readily removable tables, chairs or railings, and is open to the air, except that it may have retractable awnings or umbrellas, or other nonpermanent covers.

**Sign:** Any device, permanent or temporary, which is visible from a public place, including designated roadways as described herein, and which is designed to attract attention to the subject matter of its copy or image shall be deemed to be a sign. Specifically excluded from this definition is works of art as defined in Chapter 4 of this Code. Further, flags or emblems of any nation, state or political subdivision shall not be considered signs. Interior signs, as hereinafter defined, are not regulated by this chapter.

**Sign face:** The part of the sign that is or can be used to identify, display, advertise, communicate information, or for visual representation which attracts or intends to attract the attention of the public for any purpose.

**Sign number:** For the purpose of determining the number of signs, a sign shall be construed to be a single display surface or device containing elements organized, related, and composed to form a single unit. In cases where material is displayed in a random or unconnected manner, or where there is reasonable doubt as to the intended relationship of such components, each component or element shall be considered to be a single sign. A projecting sign, pylon sign, ground sign with sign surface on both sides of such sign shall be construed as a single sign, and the total area of such sign shall be the area computed on a single side of the sign.

**Sign structure:** Any structure, which is designed specifically for the purpose of supporting a sign, has supported or is capable of supporting a sign. This definition shall include any decorative covers, braces, wires, supports or components attached to or placed around the sign structure.

**Sign surface area:** The total area of each sign face which may be used to display copy, including background, but not including the frame and structural supporting elements. The surface area of a sign shall be computed for the entire area within the periphery of a geometric form, or combination of geometric forms. The surface area of the sign shall be measured from the outside edges of the sign or the sign frame, whichever is greater. The sign area shall include the total of a single side of a sign surface upon which copy could be placed. Where a sign is composed of individual letters, characters or symbols applied directly to a building, canopy, marquee, mansard, fascia, façade, parapet, awning, or the area of the sign shall be the smallest geometric shape which will enclose all of the letters, characters or symbols. The area of a double-faced sign shall be the total area of each sign face. (See Diagram 1 [section 27-289.12])

**Significant wildlife habitat:** Contiguous stands of natural plant communities which have the potential to support healthy and diverse populations of native plants and animals and which have been identified in the City of Tampa's Upland Habitat Protection Map. Areas which have been identified on the Map as Significant Wildlife Habitat may, incidentally, include wetlands as delineated by the Hillsborough County Environmental Protection Commission ("EPC").

**Single occupancy parcel:** Any parcel which is occupied by a single establishment.

**Site:** A parcel of property intended to be developed as a single project, including phases.

**Site clearing:** Any development or other activity which alters the land upon which it is located, except for normal sodding and placement of signs.

**Site plan controlled districts:** CD-2 or CBD-2 (when site plan approved by city council), PD, PD-A, SH-PD, and YC-9.

**Sketch plan:** An accurate plan delineating the dimensions of a parcel, the existing structures and the protected trees and grand trees to be removed, relocated, or contributed.



Small subdivision: A subdivision comprised of three (3) or less lots.

Snipe sign: Any sign made of paper or other nondurable material which is attached in any way to a utility, tree, fence post or any other similar object located on public or private property. Any sign designed to provide warning to the public shall not be construed to be a snipe sign.

Soil moisture sensor: A calibrated device that is designed to measure the quantity of water contained in a material, such as soil on a volumetric or gravimetric basis and override the irrigation cycle of the irrigation system at a pre-determined soil moisture level appropriate to site specific conditions.

Sold signs: Strips of wood or like material or paper affixed to, around or upon real estate sign to indicate that the property being advertised is no longer offered for sale.

Special event: Defined in Chapter 28; or (a) The Gasparilla Parade, the Krewe of the Knights of Sant [sic] 'Yago Parade, the Gasparilla Distance Classic, the Children's Gasparilla Parade, Guavaween, Fiesta Day, the St. Patrick's Day Parade, the Gasparilla Sidewalk Art Show, Pirate Festival, Freedom Fest (July 4th Celebration) and First Night Tampa Bay; or (b) such other publicly or privately sponsored events of short duration which are determined by city council as qualifying as a "special event" because of the significant positive contribution of the event to the community or because the event is of special economic, social, cultural or historical significance to the community and which event also meets the following criteria:

- (i) The event requires a parade, road festival or block party permit from the city; and
- (ii) The event requires a Maintenance of Traffic Plan, Sanitation Plan and a Solid Waste Plan.

Special event parking or special event parking lot: A vacant lot which has been permitted for use as a parking lot pursuant to section 27-283.13(b) in connection with: (a) a "special event"; or (b) an event of a temporary nature which requires five (5) or more police officers to handle vehicular and pedestrian traffic associated with the event; or (c) any event occurring at Raymond James Stadium, The Tampa Convention Center or the Ice Palace.

Special restaurant: A restaurant that meets the specific use standards of section 27-132 in order to process as an S-1 permit.

Specialty shops: Establishments offering a single type, or closely related types, of merchandise oriented toward impulse or discretionary purchase rather than satisfaction of regular or recurring needs. Included in this use type is accessory custom manufacturing which involves the production for on-site sale only of crafts, jewelry or related specialty items. Individual establishments will have relatively small floor areas (generally not more than two thousand (2,000) square feet). Typical uses would include sale of art or craft objects; flower or plant shops; shops offering gifts; novelties, or souvenirs; beachwear stores; and antique shops.

Special use: A use which would not be appropriate generally or without special study throughout the zoning district but which, if controlled as to number, size, location or relation to the neighborhood, would promote the public health, safety and general welfare (see Article II, Division 5).

Species of special concern: Faunal species identified in Section 39-27.03-05 FAC which warrant special protection, recognition or considerable because it has an inherent significant vulnerability to habitat modification, environmental alteration, human disturbance, or substantial human exploitation which, in the foreseeable future, may result in its becoming a threatened species; may already meet certain criteria for designation as a threatened species but for which conclusive data are limited or lacking; may occupy such an unusually vital and essential ecological niche that should it decline significantly in numbers or distribution other species would be adversely affected to a significant degree; or has not sufficiently recovered from past population depletion.

Specified anatomical areas:

- (1) Less than completely and opaquely covered:
  - a. Human genitals or pubic region;
  - b. Buttocks;

c. Female breasts below a point immediately above the top of the areola.

(2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Specified sexual activities:

(1) Human genitals in a state of sexual stimulation or arousal;

(2) Acts of human masturbation, sexual intercourse or sodomy, whether actual or simulated;

(3) Fondling or other erotic touching of human genitals, pubic region, buttocks or female breasts.

Stockpile, temporary: The short-term storage of soil or earthen products during construction activities of a specific site.

Stop work order: A written notice given to the owner of the property, his agent or the person doing the work or posted at the job site and which provides notice that work is being done contrary to the provisions of this Code and shall immediately cease. It shall state the conditions under which work may be resumed.

Storefront/residential: A building designed to have a storefront occupancy on the first floor facing the street and residential occupancy at the rear of the structure or on the upper floors.

Storefront use shall include:

Commercial: Only those commercial uses identified in the underlying commercial zoning district as a permitted use or a special use. The special use review process and any specified conditions affixed to the approval must be met.

Office: Only this office uses (business or professional or medical) identified in the underlying office zoning district as a permitted use or a special use. The special use review process and any specified conditions affixed to the approval must be met.

Street: The primary access, whether public or private, to a lot or parcel of land. Street includes any accessway, such as a street, road, lane, highway, avenue, boulevard, alley, parkway, viaduct, circle, court, terrace, place or cul-de-sac, and also includes all of the land lying between the right-of-way lines as delineated on a plat showing such streets, whether improved or unimproved and whether public or private, but shall not include those accessways such as easements and rights-of-way intended solely for limited utility purposes, such as for electric power lines, gas lines, telephone lines, water lines, drainage and sanitary sewers and easements for ingress and egress.

Streets, arterial: Intended to serve moderate to large traffic volumes travelling relatively long distances. Requirements for speed and level of service are usually quite high. Access to arterials should be well controlled and, in general, limited to collector streets and highways. Arterials are used to surround neighborhoods and connect widely separated rural and suburban communities. The arterial system should form a continuous network designed for a free flow of through traffic.

Streets, collector: Intended to serve as the connecting link for local streets and highways and to provide intra-neighborhood transportation. The traffic characteristics generally consist of relatively short trip lengths and moderate speeds and volumes. Access to collectors should be restricted to local streets and highways and major traffic generators. Collectors should penetrate neighborhoods without forming a continuous network, thus discouraging through traffic which is better served by arterials.

Street, dead-end: A street with one (1) end permanently closed with no provision for extension.

Street, freeway (highway): A divided arterial street or highway with a minimum of two (2) lanes in each direction. Access to these facilities is completely controlled and is accomplished by special auxiliary lanes. The function of a freeway is to serve large traffic volumes travelling long distances at high speeds. The safety and operational characteristics should be developed to the highest level.

Street frontage: The length of the property line for a single parcel which runs parallel to and along each public right-of-way (exclusive of alleys) it borders.

Street, local: The primary function of a local street or highway is to serve the adjacent property by providing the initial access to the highway network. These facilities are characterized by short trip lengths, low speeds and small traffic volumes. The design of the network should be directed towards eliminating through traffic from these facilities.

Strip shopping center: A commercial mixed use development (two (2) or more business suites) which was designed and constructed, in accordance with the City of Tampa Development Regulations, for a variety of uses including office, retail and personal service business and these uses are interchangeable. Note that while other uses are commonly found in "strip shopping centers" (such as restaurants, bars and commercial recreational facilities) the zoning district will control which uses are permitted given compliance with code regulations consistent with change of use.

Structural alteration: Any change, except for repair or replacement, in the supporting members of a structure, such as, but not limited to, bearing walls, columns, beams or girders.

Structure: Anything constructed or erected, permanent or portable, including stormwater retention/detention basins and parking lots, which requires location on the ground or attachment to something having a fixed location on the ground, including but not limited to principal and accessory buildings, signs, fences, walls, bridges, monuments, flagpoles, antennas, and transmission poles, towers and cables. For purposes of subdivision, the terms "structure," "improvements" and "utilities" are separately defined.

Structure, accessory: A subordinate structure detached from, but located on the same lot as the principal structure, the use of which is incidental and accessory to that of the principal structure.

Structure, principal: A structure or, where the context so indicates, a group of structures in or on which is conducted the principal use of the lot on which such structure is located.

Structured environment: A residential setting within which persons, progressing from relatively intensive treatment for crime, delinquency, mental or emotional illness, alcoholism, drug addiction or similar conditions to full participation in community life, are provided professional staff services, as well as board, lodging, supervision, medication and other treatments.

Subdivider: See "developer."

Subdivision: The platting of real property into three (3) or more lots, parcels, tracts, tiers, blocks, sites, units or any other division of land for the purpose including the establishment of new streets and alleys, additions and re-subdivisions or re-plattings and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

Subdivision agreement: An agreement between the developer and the city wherein the developer agrees to post performance security prior to final plat approval for any public improvements not yet installed and accepted, to install all improvements in accordance with approved construction drawings and, upon completion of installation, of all improvements, to post defect security warranting the public improvements against defect for a period of thirteen (13) months in consideration for the city's approval of the subdivision final plat and acceptance for maintenance by the city of any public or dedicated improvements. If no improvements are required, this agreement is not necessary.

Subdivision sign: Any sign which is designed to identify a subdivision or neighborhood.

Substantial: Considerable or fairly large in amount or extent.

Sufficient management capability: Sufficient management capability means it is possible to adequately manage and maintain an on-site preservation-site for the long-term continuance of the species or natural plant communities proposed for preservation considering the size and shape of its site, its location, its adjacent and proximate land uses, and the current condition and life history requirements of the species on the site.

Surface water management system: Collection facilities, improvements or natural systems whereby surface waters are collected, controlled, conveyed, impounded or obstructed. The term includes drains, impoundments, reservoirs, appurtenant works and works as defined in F.S. § 373.403(1)—(5).

**Survey:** The orderly process of determining data relating to the natural, physical or chemical characteristics of the earth and may be further defined according to the type of data obtained, the methods and instruments used, and the purpose to be served. All surveys showing land boundary information must be in accordance with Rule 21HH-6 of the Minimum Technical Standard for Land Surveys in the State of Florida.

**Sustainable development:** A type of economic revitalization of a defined area that demonstrates a reduction in energy consumption, provision of transportation options, efficient use of land (e.g. reuse of brownfield sites or appropriately scaled, infill mixed-use developments), and respect and integration of the community's history, identity, and ecology, in order to convey a healthy and prosperous environment to future generations.

**Tampa Comprehensive Plan:** The comprehensive plan for the future development of the city or parts thereof adopted under the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, F.S. Ch. 163, as amended.

**Tampa Historic Register:** The official list of locally designated districts, sites, buildings, structures, and objects in Tampa history, architecture, archaeology, engineering, and culture.

**Telecommunication carrier:** Telecommunication carrier means any person, firm or entity licensed by the FCC to provide personal wireless services and which is in the business of providing the same.

**Temporary film production:** Still, live or motion picture production whether made on or by film, electronic tape, or any other electronic device used to produce theatrical motion pictures, television entertainment motion pictures, industrial motion pictures, television commercials, or motion pictures designed for internet broadcast, and which production activity is taking place at a location other than a facility regularly operated for the purpose of conducting such film production activity.

**Temporary help agency:** Any corporation, partnership or business of any kind whatsoever which, for a monetary consideration, is primarily engaged in supplying workers from a pool of potential employees located on its premises and directly dispatches these employees to another corporation, partnership or business of any kind or to a private individual, on a temporary basis, whether the employees are to work a full-time or part-time schedule; provided, however, that this definition shall not apply to agencies which provide professional employees who are licensed and regulated by the state to other businesses on a temporary basis.

**Temporary sign:** A sign intended to be displayed for not more than thirty (30) consecutive days nor more than sixty (60) days per year, unless otherwise stated herein. Included in this category are retailers' signs temporarily displayed for the purpose of informing the public of a sale or "special" offer and banner signs.

**Temporary special event:** An event occurring on private property which will be held for no longer than two (2) weeks with the intent of drawing a large group of people such as a fund raiser, carnival and revival. Since events which occur on city property, such as parks and rights-of-way, are required to have approvals by the parks department, public works department and/or police department, depending on the event, such events are not considered temporary special events. Also, the retail sales of seasonal items such as pumpkins, fireworks, and Christmas trees are not a temporary special event.

**Temporary waterfront surface parking lots:** A surface parking lot located on a waterfront parcel within the Central Business District Waterfront Overlay District permitted to operate only until May 7, 2000.

**Tent:** A temporary structure, the covering of which is made of pliable material or tensioned membrane that achieves its support by mechanical means such as beams, columns, poles, arches, ropes and/or cables.

**Threatened species:** See "Endangered and threatened species."

**Tower site:** A parcel of land smaller than the minimum lot size of its underlying zoning district completely contained within a legal size zoning lot, for the purpose of locating a communication tower.

**Townhouse:** A single family dwelling constructed in a series or group of attached units with property lines separating each unit.

Townhouse style: A series or group of dwelling units constructed with only side wall(s) of the units attached.

Trade school: An establishment in which is offered, for compensation, instruction in a trade or craft, including but not limited to carpentry, masonry, metal working, machinery repair and operation, welding, fabrication and the like.

Trail: An area for public use, generally made of a hard surface, linear in shape, and designed for pedestrian, bicycle, and recreational traffic, as recommended in the City of Tampa Greenways & Trails Master Plan, as amended.

Transient lodging unit: A room or group of rooms forming a separate habitable unit used or intended to be used for living and sleeping purposes, with or without independent kitchen facilities, occupied or intended to be occupied by transients. It is presumed that the lodging unit is not the sole residence of the occupant(s).

Transit shelter: A small, roofed structure, having from one (1) to three (3) walls, located near a street and designed primarily for the protection and convenience of transit passengers.

Transportation concurrency exception area or TCEA: All portions of the incorporated area of the City of Tampa located south of Fletcher Avenue as depicted or defined in the Transportation Element of the Tampa Comprehensive Plan. All development within the TCEA is excepted from the City of Tampa's concurrency requirements for transportation.

Transportation service facility: An establishment providing support to the business of circulating people and goods, including such things as bus and train terminals, truck terminals and similar activities.

Trash receptacle: A movable receptacle, suitable for the deposit of trash, located upon a public sidewalk of the city.

Tree: Any self-supporting single- and multi-stem woody plant of a species which grows to at least a height of fifteen (15) feet in the environs of the city and, in addition, all species of *Rhizophora mangle* (red mangrove), *Aguncularia racemosa* (white mangrove), *Avicennia aerminans* (black mangrove) and *Conocarpus erecta* (buttonwood mangrove), regardless of diameter.

Trellis: A structure of open latticework, especially one used as a support for vines and other creeping plants.

Trimming: To selectively remove branches without irreversibly altering the natural shape or form of a tree and without irreversibly damaging or destroying the tree. Unless specifically allowed by the Natural Resources Coordinator in accordance with the standards set forth herein, all trimming of protected or grand trees shall be performed in accordance with the "American National Standard for Tree Care Operations, ANSI, A300-1995, current addition.

Turf or turfgrass: A surface layer of earth containing a dense growth of grass and its roots suitable to Florida.

Understory vegetation: Native plants typical of natural plant communities consisting of the ground vegetation excluding trees five (5) inches DBH and larger.

Unified control: All land included within one (1) application for purpose of development within a site plan zoning district that is owned or under the control of a petitioner for such zoning designation, whether the petitioner be an individual, partnership or corporation, or a group of individuals, partnerships or corporations.

Uniformity (in lighting): Refers to the evenness of the distribution of light on the surface. Uniformity standards have been established by the IESNA.

Universal waste: Hazardous wastes that are generated by a wide variety of people that contain mercury, lead, cadmium, copper and other substances that are considered hazardous to human and environmental health and that cannot be discarded in solid landfills. Examples of these wastes are batteries, fluorescent tubes, and electronic devices that contain these hazardous substances.

**University:** Universities, colleges, theological schools or other institutions of higher learning including buildings owned or leased for administrative and faculty offices, classrooms, laboratories, chapels, auditoriums, lecture halls, libraries, observatories, heating and power plants, laundries, parking facilities, student and faculty centers, athletic facilities, dormitories, fraternities, sororities and such other facilities normally provided by a college or university. These uses shall not be construed to include trade schools or colleges operated for a profit, or to include uses of any building, stadium, or other facility for commercial purposes other than under jurisdiction of a university or college administration.

**Upland:** Upland is terrestrial land. Upland does not include wetlands or natural or manmade bodies of water such as lakes, streams, rivers, bays, borrow pits which contain water, canals, and channels.

**Urban:** Generally refers to an area having the characteristics of a city, with intense development and a wide range of public facilities and services. For purposes of notification distances, urban refers to areas designated by the Comprehensive Plan as being in the Residential-3 category or above (more intense).

**Urban development:** Development containing mixed uses, areas for the gathering of people with attractors, activities, items of visual interest, and seating areas, and other urban elements, such as pedestrian amenities, works of art and increased landscaping.

**Usable floor area:** The sum of all spaces, whether fully enclosed in building or open air, that may be occupied by persons. For the purposes of calculating floor area ratio, the usable floor area shall exclude open air terraces, patios, balconies, and breezeways, as well as atriums and parking.

**Use:** The specific function or activity, as described in the Use Table, Article III, for which land, a building or structure is designated, arranged, intended, occupied or maintained.

**Use, accessory:** A use on the same lot or in the same structure with and of a nature and extent customarily incidental and subordinate to the principal use of the lot or structure.

**Use, change of:** A modification to the use (most intense, legally established use in the public record) of a structure or property to accommodate a more intensive use, which adds floor area, increases density, or increases occupancy loads, and requires more total parking spaces than the previous use of the property or structure, as determined by the parking table applicable to the underlying zoning district, as set forth in this Code.

**Use, principal:** The primary use and chief purpose of a lot or structure.

**USGBC:** Defined as the United States Green Building Council.

**Utility:** Any community service available to the general public including, but not limited to, electricity, telephone, gas and cable television.

**Utility or assistance animal:** Any animal which assists people or entities in the completion of daily or official tasks, as applicable.

**Utility transmission site:** The use of land, buildings and/or structures for the aboveground transmission of electric, electronic telephone or other utilities. A utility transmission site shall not be deemed to include a radio/TV transmission site.

**Variance:** A relaxation by the board of adjustment of the dimensional regulation of this chapter where such action will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of actions or the situation of the applicant, a literal enforcement of this chapter would result in unnecessary and undue hardship (see section 27-287.24).

**Vehicular display area:** Any area of land used exclusively for the outdoor display, storage or sale of any and all types of vehicles, mobile homes, or boats. Unless expressly excluded in the context of its use, "vehicular display area" shall include vehicular storage areas located on the parcel.

**Vehicle repair, major:** An establishment whose principal use is the service, repair and/or painting of any vehicle such as an automobile, ambulance, boat, farm machinery, motorcycle, motor home, truck or travel trailer.

**Vehicle repair, minor:** An establishment which provides minor service and maintenance of the ancillary systems of a vehicle including such services as:

- (1) Sales and service of spark plugs, batteries and distributor and ignition system parts;
- (2) Sales, service and repair of tires, but not recapping or regrooving;
- (3) Replacement of mufflers, tailpipes, water hoses, fan belts, brake fluid, light bulbs, fuses, floor mats, windshield wipers and blades, grease retainers, wheel bearings, mirrors and the like;
- (4) Radiator cleaning, flushing and fluid replacement;
- (5) Washing and polishing and sale of automotive washing and polishing supplies;
- (6) Greasing and lubrication;
- (7) Providing and repairing fuel pumps, oil pumps and lines;
- (8) Minor adjustment and repair of carburetors;
- (9) Emergency repair of wiring;
- (10) Minor motor adjustment not involving removal of the head or crankcase;
- (11) Warranty maintenance and safety inspections.

Vehicle sales and leasing: Any establishment which engages in or whose principle activity is the buying, selling, renting, auctioning or brokering of vehicles such as automobiles, boats, planes, RV's, aircraft, construction equipment, motor homes, trucks, motorcycles or any other similar device.

Vehicle sign: Any sign erected upon a vehicle wherein the principle purpose of the vehicle is not general transportation, but merely the support of the sign itself. Signs mounted upon taxis, buses or other modes of general public transportation when in the course of their normal service are excluded from this definition.

Vehicular storage area: Any area of a vehicular display area which is used exclusively for the outdoor storage of any and all types of vehicles, mobile homes or boats and which is not accessible by or open to the public and which is not easily visible from the public right-of-way or from another parcel. "Vehicular storage areas" shall not include carports on a parcel for single-family and two-family dwellings.

Vehicular use area: Any area used for the outdoor parking or circulation of domestic or commercial vehicles and cargo handling equipment. Unless expressly excluded in the context of its use, "vehicular use area" shall include loading docks and accessways located on the parcel, except for accessways on parcels for single-and two-family dwellings.

Vending machine: A self-service device that, upon insertion of various forms of currency, dispenses unit servings of food items or other goods directly to consumers.

Vendor: Any person who sells by peddling or offering for sale by soliciting or displaying any food items, beverages, wares, or any other item of merchandise or service on private property from a temporary or mobile structure.

Vendor market: An open air market designed and constructed as a permanent structure with a fixed location on or in the ground in which vendors may erect or locate carts, booths, stalls, tables, stations, etc.

Vendor site: The area owned or leased by or licensed to the vendor for its use.

Veterinary office: An establishment used for the care, grooming, diagnosis and treatment of sick, ailing, infirm or injured animals, and those animals in need of medical or surgical attention.

Vine: Any ornamental plant requiring physical support to grow upwards.

Vocational school: An establishment in which is offered, for compensation, instruction in a vocation such as but not limited to barbering, cosmetology, hair styling, bartending and interior decorating.

Walkway, covered ("breezeway"): A covered passage, open on the sides, designed to connect two (2) buildings and typically only as wide as the entrance/exit of said buildings.

Wall sign: A sign which is attached to or erected against the wall of a building with its face in a parallel plane to the plane of the building façade or wall. This definition shall include the painting of a sign on a wall surface.

Warehouse: An establishment whose principal use is the bulk storage of merchandise, products or materials for a fee or charge or for distribution to other locations operated by the same business or establishment. A warehouse may include accessory wholesale sales, but shall not include retail sales, or miniwarehouses.

Warehouse, mini: Any building designed, arranged or used exclusively for the storage of excess personal or business property when such is not located on the same lot as the primary residence or office, except if such use is in the Channel District.

Warning sign: Any sign which is designed to provide public notice of a clear and present danger to public health, safety and welfare.

Waterfront building setback: An area along the water's edge reserved for pedestrian access to and along the waterfront.

Waterfront overlay district: An area within the central business district along the waterfront, generally described as an area bounded on the north beginning at the Hillsborough River and extending east along Fortune Street to McInnes; thence southerly along McInnes to Tyler Street; thence easterly along Tyler to Ashley Street; thence southerly along Ashley Street to Platt Street; thence easterly along Platt Street to Franklin Street; then southerly along Franklin Street to South Ashley Drive; thence easterly along South Ashley Drive to Beneficial Boulevard; thence southerly along Beneficial Boulevard to the Garrison Channel; thence westerly along the Garrison Channel to the Hillsborough River; thence northerly along the Hillsborough River to the intersection of Fortune Street and Doyle Carlton Drive and more particularly described in the CBD land use policy plan.

Water transport: For purposes of article III, Division 2, Subdivision 4, the Channel District, the term "water transport" shall have the following definition:

An area of land or water which is used for activities related to freight and passenger transportation on the open seas, inland waters or waterways; marine cargo handling operations; cargo loading and unloading; ship docking; the use, operation and maintenance of piers, channels, anchorage areas, jetties, breakwaters, harbors, canals, locks, waterways, tidal and turning basins; wharves, berths, docks, piers, quays, slips, bulkheads, public landings, terminal storage and shedding facilities; warehouses, storage, refrigeration, cold storage and quick freezing plants; stockyards; elevators; shipyards; marine railways; dry docks; marine service, maintenance, and repair facilities; laying up of ships, including refueling; ship repair, including dry dock facilities; fuel storage and transmission facilities; pipelines; terminal railway facilities, including rolling stock, belt-line railroad ferries and car ferries; police boats; bridges; causeways; terminals; cruise ship facilities; facilities for the loading and handling of passengers, mail, express freight and other cargo; administrative offices; and other uses compatible with water transportation.

Wetland: Land that is inundated or saturated by surface or ground water in years of normal water conditions that falls under the jurisdiction of one (1) or more of the following agencies: the Florida Department of Environmental Protection, the U.S. Army Corps of Engineers, the Southwest Florida Water Management District, the Hillsborough County Environmental Protection Commission, and the Tampa Port Authority.

Wholesale sales: The sale of goods, merchandise and commodities in gross, primarily for purposes of resale of these items. Wholesale sales are generally sold to retailers rather than directly to the consumer, or the products may be sold to industrial or institutional customers.

Wholesale trade: An establishment whose principal use is the conduct of wholesale sales. Wholesale trade shall not be deemed to include a warehouse or retail sales.

Wild or exotic animal: All non-domestic animals including, but not limited to, aquatic animals, birds, mammals, fur-bearing animals, reptiles, insects and amphibians.



Wine production, customized: The use in which the principal purpose is the customized production of wine, including the sale of grape juice varieties for retail purchase, instruction on fermentation processes, fermentation, bottling for individual retail sales and retail sales of accessories. The maximum size facility is three thousand (3,000) square feet. The intensity of this use does not permit use of assembly lines or a wholesale distribution of the wine product.

Winery: An establishment whose principal purpose is the fermentation, aging, bottling and distribution of wine as defined by the statutes of the state and which includes accessory uses that are tourist-oriented, such as tours of the winery, retail sales of wine and related food products.

Wireless telecommunication antenna: All of the interconnected apparatus of a single telecommunication carrier used for the purpose of radiating or receiving radio waves.

Workplan: List of properties identified by the historic preservation commission for their architectural or historical significance for further study and investigation and possible designation.

Wooded land: A parcel greater than one (1) acre, fifty (50) percent of which is covered by native tree canopy and/or forested native plant communities, exclusive of wetlands.

Xeric oak scrub: (See "Sand pine scrub").

Xeric habitats: Xeric habitats are those in which there is a deficiency in available moisture for the support of life. Xeric habitats occur as very dry, nearly level to hilly uplands on deep, moderately well to excessively drained sandy soils, and support a diverse assemblage of xeric-adapted plants and animals. Xeric habitats occurring in Hillsborough County and the City of Tampa include sand pine scrub, xeric oak scrub, sandhills, xeric hammocks and scrubby flatwoods.

Xeric hammock: Xeric hammocks are characterized by live oaks occurring on a well-drained, deep sand substrata. The soils are similar to those of the sand pine scrub and sandhills, except that a small amount of humus is found in the upper layer of the xeric hammock community due to the thicker vegetation and the absence of fire. Other trees often present include turkey oak, bluejack oak, Chapman's oak, myrtle oak, black cherry and cabbage palm. The scrub layer includes sparkleberry, American beautyberry, yaupon and saw palmetto. Herbaceous ground cover is sparse, but numerous species of climbing vines are present, including greenbrier, grape and Virginia creeper. Representative soils: Pomello, Archbold, Lake, Candler and Orsino.

Xeric oak scrub: (See "Sand pine scrub").

Xeriscape™ or Florida Friendly Landscape (as provided for in F.S. § 166.048): Quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and which are drought tolerant. The principles of Xeriscape™ include planning and design, appropriate choice of plants, soil analysis which may include the use of solid waste compost, efficient irrigation, practical use of turf, appropriate use of mulches, and proper maintenance.

Yard: An open space unoccupied and unobstructed by any structure or portion of a structure from thirty-six (36) inches above the general ground level of the graded lot upward (except as otherwise provided by these regulations); provided, however, that all of the following are requirements are met:

- (i) Fences and walls may be permitted in any yard subject to height limitations established herein; and
- (ii) A porch designed as covered front entrance to a structure may project into a front yard as provided in section 27-159; and
- (iii) Poles, posts and other customary yard accessories, ornaments and furniture shall be permitted in any required yard, if they do not constitute substantial impediments to free flow of light and air across the yard to adjoining properties.

Yard, corner: A yard extending adjacent to a street which is not considered the front yard.

Yard, front: A yard extending between the side lot lines across the portion of a lot adjacent to a street. On corner lots, the front yard shall be provided facing the street on which each lot of record or lots of record involved have their lesser dimension, except that for corner lots abutting the portion of Bayshore

Boulevard between Gandy Boulevard and Platt Street, front yards and front yard setbacks shall also be provided abutting the aforementioned portion of Bayshore Boulevard because of its unique aesthetic, historic and scenic importance. Where the corner lot abutting the aforementioned portion of Bayshore also abuts another street with a historical pattern of front yard orientation, development shall follow the historical pattern of both streets without one street or the other being administratively selected as the front.

Yard, rear: A yard extending across the rear of a lot between the side yard lines. The rear yard shall be at the opposite end of the lot from the front yard, excepting in the case of through lots and waterfront lots.

Yard, side: A yard extending along the side of a lot between the rear line of the front yard and the rear lot line.

Yard, waterfront: A yard required on waterfront property which is defined as property abutting on open water, bays, bayous, lakes over five (5) acres in area, manmade canals and similar navigable waterways.

Zig-zagged: A line or course that proceeds by sharp turns.

(Ord. No. 2013-67, §§ 2, 5, 5-16-2013; Ord. No. 2013-71, § 1, 6-6-2013; Ord. No. 2013-72, § 2, 6-6-2013; Ord. No. 2013-73, § 3, 6-6-2013; Ord. No. 2013-101, § 1, 7-18-2013; Ord. No. 2014-87, § 1, 9-18-2014; Ord. No. 2015-10, § 1, 1-15-2015; Ord. No. 2015-99, § 1, 9-17-2015; Ord. No. 2015-110, § 1, 11-5-2015)

Secs. 27-44—27-50. - Reserved.

## ARTICLE II. - ADMINISTRATION AND GENERAL PROCEDURES

### DIVISION 1. - ESTABLISHMENT OF ADMINISTRATIVE OFFICER, DUTIES, AND PROCEDURES

Sec. 27-51. - Establishment of administrative officer.

The provisions of this chapter shall be administered by the zoning administrator, who shall be designated by the PDD Director.

Sec. 27-52. - Duties of the zoning administrator.

- (a) The zoning administrator or designee shall have the power to perform the following duties:
- (1) Provide zoning counseling;
  - (2) Issue written determinations to property owners on applications for zoning certifications, zoning verifications, code interpretations, vested rights, and nonconforming status;
  - (3) Grant or deny alternative design exceptions;
  - (4) Grant or deny S-1 permit applications;
  - (5) Review and grant or deny business operating permits for zoning compliance;
  - (6) Review development permit applications pursuant to City of Tampa Code of Ordinances for zoning compliance;
  - (7) Make or cause to be made inspections of buildings or premises necessary to carry out the enforcement of this chapter, including rendering opinions regarding this chapter to other appropriate staff;

This subsection supersedes the variance procedures established for other chapters of the City of Tampa Code. The PD site plan must identify the requested waivers of required land development regulations. Through the public hearing process the applicant must demonstrate compliance with the criteria established, in the relevant code, for the city council to grant approval of the waiver. Where city codes do not allow for waivers or variances, city council may not grant waivers through the PD rezoning process. The development review committee (DRC) shall evaluate the waiver(s) requested based on the criteria above and deliver its findings to city council during the scheduled public hearing.

Sec. 27-140. - Bonus provisions.

- (a) Purpose. The YC-9, PD and PD-A Districts, may be eligible for the density/intensity bonuses provided in the Tampa Comprehensive Plan. In order to qualify for such bonuses, the project is required to provide a combination of at least three (3) of the bonus provisions prescribed in subparagraph (c) below.
- (b) Developer agreement. The developer shall prepare a draft developer agreement describing the nature and timing of the amenity or amenities proposed, desired density/intensity increase and penalty for noncompliance. The agreement, which meets the requirements of F.S Ch. 163.3220, and Ordinance No. 88-144, shall be entered into between the developer and the city simultaneous with the site plan district public hearing.
- (c) Criteria realizing maximum achievable bonus. The City of Tampa recognizes the need for and the desirous nature of certain amenities; therefore, if at least three (3) of the following are provided, the maximum achievable bonus shall be realized, provided that all other land development regulations are met:
  - (1) Provision of ten (10) percent of the project's dwelling units as affordable housing. Those units shall be affordable to those buyers or renters who earn no more than eighty (80) to one hundred twenty (120) percent of the area median income (AMI) for the City of Tampa, for a minimum of thirty (30) calendar years from the date of the issuance of the certificate of occupancy for each individual unit deemed affordable. Financial parameters shall be set forth in the developer's agreement for this provision, as reviewed and agreed to by housing and community development, land development coordination and the city attorney for sufficiency.
  - (2) Preservation and designation of contributing historic structures which are located outside of historic districts.
  - (3) Provision of public facility sites (i.e. park, library, school, emergency services) deemed acceptable by the receiving agency or city department.
  - (4) Provision, construction and maintenance of public access to water resources, by way of connecting to planned riverwalks, trails, marina facilities, etc.
  - (5) Provision of structured parking dressed with architectural features or elements with seventy-five (75) percent of the proposed or required parking, whichever is more, located within the principal building.
  - (6) Provision of compatible, mixed-use redevelopment or infill residential development located in areas of chronic economic stress and/or urban homesteading areas.
  - (7) Adaptation or replacement of a grossly incompatible use with a use that is compatible with the predominant use(s) of an area; or adaptation or replacement of a use which is of lesser intensity than the existing use. Adaptive use or replacement with a use in a less intense use group in section 27-156(b), Table 4-1, Schedule of Permitted Uses by District. (Example: Existing use is Use Group C; proposed use is Use Group B.)
  - (8) Child care center. The achievable bonus shall be based on the percentage of need satisfied by the proposed child care center. Need is based on the estimated number of children generated by the project multiplied by eighty-five (85) square feet per child which determines the required

square footage reserved for the center. The percentage of that total requirement provided shall be equal to the bonus (maximum limit is one hundred (100) percent).

- (9) Transit stop. Improvements such as shelters, benches, waste containers, and enhanced landscape materials that provide shade and weather protection for the transit stop area.
- (10) Pedestrian/streetscape. Improvements which create a high quality pedestrian experience through the provision of benches, planters, drinking fountains, waste containers, median landscaping, street trees, underground utilities in the public right-of-way, etc. Said improvements shall be on all public or publicly-used through streets adjacent to the subject property. Credit will not be allowed for streetscape on parking areas or private streets with limited access.

Sec. 27-141. - Central Business District (CBD) Periphery Bonus; methodology and calculation; list of bonus amenities.

- (a) Purpose and intent. The purpose and intent of this section is to establish a method to quantify bonus amenities for development within the Central Business District Periphery. This section, however, does not mandate the award of the bonus to the applicant. The method and calculation will ensure that new development in the defined CBD Periphery will be accompanied by those amenities that enhance the urban quality of life and that balance or compensate in the form of bonus floor area (FAR) to achieve the desired density/intensity in this area.
- (b) Compliance. All developments that seek density/intensity bonuses within the defined CBD Periphery shall adhere to the regulations set forth in this section. Developments that have been granted bonuses by city council, per the provisions of this section, shall not be granted any further administrative increase in floor area, unit count, or building height through section 27-138 substantial change.
- (c) Review procedure. The developer/property owner(s) shall submit his/her bonus cost incentive estimates to the zoning administrator for review and evaluation during the rezoning process. The zoning administrator shall determine compliance with the provisions set forth in this section and report findings to city council for consideration. Subsequent to a bonus FAR and rezoning approval and prior to the issuance of the first permit for vertical construction for the project, the developer/property owner(s) shall submit certified materials and construction cost estimates to the zoning administrator for review of compliance with the bonus-related rezoning conditions. If the zoning administrator finds that the approved bonus calculations are not being met (amenities and/or dollars are deficient), the petitioner shall disburse the remaining dollar amount to an available city funding source for public infrastructure and/or parks and recreation improvements. The petitioner shall notify the zoning administrator of all disbursements made to the city.
- (d) Bonus amenities list. Notwithstanding the list of bonus amenities in Article III, Division 2, Subdivision 4, the following "CBD Periphery Bonus Amenities" list represents those bonus amenities, which are to be provided above and beyond minimum regulations, identified as applicable to the City of Tampa CBD Periphery, per the Future Land Use Element of the Tampa Comprehensive Plan:
  - (1) Attainable housing (subject to section 27-140).<sup>1</sup>
  - (2) Public open space (scaled appropriately for each development).<sup>1</sup>
  - (3) Riverwalk improvements.
  - (4) Mid-block pedestrian connectors.
  - (5) Bicycle accommodation.
  - (6) Transit support subsidy.<sup>1</sup>
  - (7) Child care center space.
  - (8) Leadership in Energy and Environmental Design (LEED) Certified Construction.

- (9) Enhanced landscaping.
- (10) Enhanced public access to waterfront.<sup>1</sup>
- (11) Enhanced streetscape design.<sup>1</sup>
- (12) Increased sidewalk area/width.<sup>1</sup>
- (13) Public art.
- (14) Public water features.
- (15) Neighborhood serving commercial/retail floor area (located on ground floor).
- (16) Artist studio/gallery/display area/indoor-outdoor performance space.<sup>1</sup>

<sup>1</sup> For those developments that propose to incorporate the following amenities, the development may receive an additional 0.10 in floor area ratio (FAR) per amenity, above bonus achieved through calculation described herein. These added bonuses signify the city's current priorities related to the provision and creation of amenities within the public realm. Total bonus shall not exceed that threshold set forth in the Tampa Comprehensive Plan.

(e) CBD Periphery Sub-Districts Established. The following sub-districts are hereby established:

- (1) West Development Sub-District: \*\*\*ROW Section to provide description\*\*\*.
- (2) Northwest Development Sub-District: \*\*\* ROW Section to provide description\*\*\*.
- (3) Northeast Development Sub-District: \*\*\* ROW Section to provide description\*\*\*.
- (4) Channel District Sub-District: As defined in Section 27-196.
- (5) Harbour Island Sub-District: \*\*\* ROW Section to provide description\*\*\*.

(f) Bonus FAR methodology and calculation. The mathematical calculation, as described in subparagraph (3) below, hereby establishes the method by which the city and the developer shall determine the amount of bonus FAR to be considered for approval by city council. Generally, the formula provides a public subsidy to offset the developer's added cost of including additional public enhancements, by allowing development intensity beyond the base FAR of the subject 'future land use' category. To achieve a 'standardized' means of calculation, the following components shall be used in the bonus FAR calculation:

- (1) The current "per square-foot sum" of the construction cost and the market land value shall equal the "development cost."
  - a. Construction costs shall be based on a standard index. The city shall refer to the most current edition of the RS means "Means Construction Cost Index."
  - b. The zoning administrator shall use either the most current, average "land value (market)" calculated by CBD Sub-District or the most recent, recorded 'sales price' figure, per property appraiser and/or clerk of the circuit court records, whichever is greater.
- (2) In order to fine-tune the incentive, a cost factor is applied to either increase or decrease the impact. A bonus cost ratio of 10:1 representing for every one dollar (\$1.00) contribution to the city in the form of a bonus amenity, the developer receives ten dollars (\$10.00) in equivalent development dollars, which then translates to a bonus FAR based on the proposed improvements SF overall development costs.
- (3) The following sample tables demonstrate the bonus FAR method and calculation:

Development Features:

|                  |      |
|------------------|------|
| Bonus Cost Ratio | 10:1 |
|------------------|------|

|   |                              |
|---|------------------------------|
| Subject Site Land Area (in square feet (SF))                        | Amount of Land SF            |
| Average Market Land Value (AMLV) or Recent Sales Price (RSP) per SF | \$ per SF                    |
| Construction Cost (CC) per SF                                       | \$ per SF                    |
| Development Cost per SF:<br>(DC = AMLV or RSP + CC)                 | \$ per SF                    |
| Base FAR #  | Per Future Land Use Category |
| Potential Maximum FAR w/Bonus                                       | 100% of Base FAR             |

Bonus Incentive Calculation:

|   |  |
|---|--|
| Subject Site Land Area<br>(in square feet (SF))   | Amount of Land SF                            |
| Base FAR # for Subject Site<br>(Subject Site SF × Base FAR)                                   | Amount of Gross Floor Area SF (per Base FAR) |
| Proposed FAR #<br>(Subject Site SF × Proposed FAR)  | Amount of GFA SF (per Proposed FAR)          |
| Actual Bonus FAR in Gross Building Area (SF)<br>(Proposed FAR — Allowable FAR)                | Actual Bonus FAR SF                          |
| Bonus Cost Ratio per Bonus SF (Bonus Incentive \$)<br>(Ratio = DC/10)                         | Bonus Incentive \$/SF                        |
| Development Incentive \$ for public improvement<br>(Bonus Incentive \$ × Actual Bonus FAR SF) | Total Development Incentive \$               |

Bonus Amenities (\$) Proposed by Developer to be Applied to Bonus Incentive (\$):

|   |                                |
|---|--------------------------------|
| Total Development Incentive \$ (public improvement) | Total Development Incentive \$ |
|---|--------------------------------|

|  |      |
|--|------|
| (Bonus Incentive \$ × Actual Bonus FAR SF)   |      |
| Amenity<br>(e.g. land area × AMLV or RSP + \$ expenditure)   | (\$) |
| Amenity<br>(e.g. cost of feature + installation)   | (\$) |
| Transit Support Subsidy<br>(e.g. cost/year per rider for 20 yrs. × projected population for project based on COT P.P.H.) | (\$) |
| Public Art (Note: for only development outside of CBD & CD)  | (\$) |
| Balance:   | \$0  |

(g) Miscellaneous formulas: Certain amenities may receive bonus credit for subsidies that the developer/property owner(s) provides for multiple years. These amenities are calculated based on the following methods:

- (1) Transit support subsidy. To provide transit support subsidy dollars as a bonus amenity, the developer/property owner(s) shall fund on either an annual basis or as a lump sum payment, the cost per rider based on the projected population, or fraction thereof, of the subject project. The subsidy shall be provided for a period of no less than twenty (20) years with the first annual payment made to Hillsborough Area Regional Transit Authority prior to the issuance of the first certificate of occupancy for the development. To calculate the "total bonus credit" for a transit support subsidy, follow Steps One through Three below:

| Step One   | Step Two  | Step Three  |
|--|---|---|
| Persons Per Household<br>× # of Units in Project<br>Projected Population | Projected Population<br>× Current Cost per Rider<br>Bonus Transit Subsidy | Bonus Transit Subsidy<br>× 20 (years)<br>Total Bonus Credit |

- a. Current cost per rider figure shall be provided by Hillsborough Area Regional Transit Authority.
- b. Projected population shall be derived from the City of Tampa's most current 'persons per household' figure.
- c. If a transit subsidy is being requested in order to provide less than the required rate of parking for a development, then said subsidy shall be equal to the cost per rider for the

projected population for those units that are not provided the required parking or increment thereof.

- (2) Neighborhood serving commercial/retail floor area. To provide floor area for neighborhood serving commercial/retail uses as a bonus amenity, it must be located on the ground floor of the proposed structure(s); however, said uses may expand to the 2nd and 3rd floors to serve a specific user. A developer/property owner(s) may provide reduced rents per SF for a ground floor retail use, however, the bonus given for the reduced rents shall not extend beyond ten (10) years, as calculated in the bonus incentive calculation. The bonus credit given is based on a projected "discounting" of the stabilized rental rate (without inflation), which is hereby established as twenty-five dollars (\$25.00)/SF. To calculate the "total bonus credit" for the commercial floor area, follow the table below:

|  |    |    |    |    |    |    |    |    |    |    |
|--|----|----|----|----|----|----|----|----|----|----|
| Yearly Credit = (Stabilized Rental Rate per SF × Corresponding Yearly %) × Total |    |    |    |    |    |    |    |    |    |    |
| Commercial SF  |    |    |    |    |    |    |    |    |    |    |
| Year   | 1  | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| %  | 50 | 45 | 40 | 35 | 30 | 25 | 20 | 15 | 10 | 5  |

- (3) Artist gallery, studio, display, or indoor/outdoor performance space. To provide artist space(s) as a bonus amenity, a developer/property owner(s) may provide reduced rents per SF for said use; however, the bonus given for the reduced rents shall not extend beyond ten (10) years, as calculated in the bonus incentive calculation. The bonus credit given is based on a projected "discounting" of the stabilized rental rate (without inflation), which is hereby established as twenty-five dollars (\$25.00)/SF. To calculate the "total bonus credit" for artist space, follow the method outlined in Steps One through Three in subparagraph (2) above.
- (4) Maintenance. Bonus credit shall be given for expenditures (both labor/operating and capital) related to maintenance of those amenities used in the bonus calculation. The developer/property owner shall provide an estimate for the total maintenance expenditures, subject to the following:
  - a. Credit may be given for areas designated for full public access and only for that portion of the feature that exceeds the minimum standards of city code.
  - b. Said estimate shall be calculated for a period not to exceed twenty (20) years.
  - c. Said estimate shall include a separate calculation for the labor/operating maintenance expenditures. These expenditures shall not exceed fifty (50) percent of the total dollars for maintenance and shall be expressed in present dollars.
- (h) Bonus FAR incentive examples. The following "bonus FAR incentive examples" demonstrate the bonus FAR method and calculation as described in this section:
  - (1) Bonus FAR incentive examples:
    - a. Example 1: The first cost ratio FAR model scenario (Example 1) assumes a developer donates four thousand (4,000) SF of a site's land area for a pocket-scale public open space area. The developer is awarded an additional 0.284 FAR or 24,762 SF in building floor area.



Pocket-scale Public Open Space Bonus Example - Cost Ratio Model Scenario  
(development within the CD)

General Assumptions:

1. City goal to provide incentives for pocket-scale public open space(s)
2. Base FAR: 3.5/Max: 7.0
3. Bonus incentive: Based on land area contributed to city plus contribution of public open space infrastructure, etc.
4. Any scale public open space shall be open to the public from dawn to dusk, located at grade, and maintained by the property owner/developer in perpetuity.

Assumptions:

|   |   |
|---|---|
| Bonus Cost Ratio  | 10:1  |
| 2.0 acre development site   | 87,120 SF   |
| Pocket-scale public open space size   | 4,000 SF  |
| Actual Development Costs/SF<br>(AMLV or RSP per SF + construction costs per SF) | \$210.00 per SF   |
| Pocket-scale Land Area Improvement Costs (paid by developer)                    | \$200,000.00 (amount to be provided in the form of a design/construction estimate)            |
| Land Price  | \$80.00 per SF (Total Land Area to be based on avg. land values (market) within sub-district) |
| Land Value (4,000 SF × \$80.00)   | \$320,000.00  |
| Base FAR  | 3.5   |
| Max. FAR w/Bonus  | 7.0   |

Bonus Incentive Calculation:

|  |  |
|--|--|
| Site Size (2.0 acres)  | 87,120 SF  |
| Allowable FAR 3.5  | (87,120 SF × 3.5 FAR)<br>304,920 SF Gross Bldg. Area |
| Pocket-scale Land Costs + Land Area Improvement Costs<br>(4,000 SF × \$80.00 per SF = \$320,000.00 + \$200,000.00) | \$520,000.00   |
| Ratio Public Improvement \$ to Project Development   | Cost 10:1  |
| Development Incentive \$<br>(10 × \$520,000.00 Contribution)   | \$5,200,000.00                                       |
| Equivalent Bonus FAR Area<br>((\$5,200,000.00/\$210.00 per SF Cost)  | 24,762 SF  |
| Aggregate FAR (Base + Bonus)   | 329,682 SF Gross Bldg. Area                          |
| Total New FAR Ratio (329,682 SF/87,120 SF)   | 3.784 FAR (rounded)                                  |
| % Increase in FAR  | 8.1% increase bldg. area                             |

In this example, development of a four thousand (4,000) SF pocket-scale public open space (design as reviewed and approved through the parks and recreation department and incorporated into the overall development) grants the developer an additional eight and one-tenth (8.1) percent FAR or twenty-four thousand seven hundred sixty-two (24,762) SF in building area. This example assumes the land price/value for the public open space area is equal to full value of land before incentive (or the purchase price by city if available in market).

- b. Example 2 (Alternative calculation method): The second cost ratio FAR model scenario (Example 2) assumes a developer is attempting to achieve an increase in floor area from 3.5 to 4.0 FAR. A dollar amount is generated based on the bonus cost ratio, against which the developer draws down with each proposed bonus amenity, as selected from the applicable bonus amenities list. In this example, the developer donates four thousand (4,000) SF of a site's land area for a pocket-scale public open space area, incorporates a water feature into the building design at ground floor level, contributes to public transit (Hartline Intown Trolley), and provides for onsite public art that adheres to Chapter 4 Public Art requirements.

Mixed Amenity Approach - Cost Ratio Model Scenario (development outside of CD/CBD)

General Assumptions:

1. City goal to provide incentives for a mix of amenities(s).

2. Base FAR: 3.5/Max: 7.0.
3. Bonus Incentive: Based on land area contributed to city plus contribution of public open space infrastructure, etc.
4. Any scale public open space shall be open to the public from dawn to dusk, located at grade, and maintained by the property owner/developer in perpetuity.

Assumptions:

|   |   |
|---|---|
| Bonus Cost Ratio  | 10:1  |
| 2.0 acre development site   | 87,120 SF   |
| Actual Development Costs/SF<br>(AMLV or RSP per SF + construction costs per SF) | \$165.00 per SF   |
| Land Price  | \$60.00 per SF (Total Land Area to be based on avg. land area values) |
| Base FAR  | 3.5   |
| Max. FAR w/Bonus  | 7.0   |

Bonus Incentive Calculation:

|   |                             |
|---|-----------------------------|
| Site Size (2.0 acres)   | 87,120 SF                   |
| Allowable FAR 3.5 (87,120 SF × 3.5 FAR)                               | 304,920 SF Gross Bldg. Area |
| Proposed FAR 4.0 (87,120 SF × 4.0 FAR)                                | 348,480 SF                  |
| Bonus FAR (Proposed FAR — Allowable FAR)                              | 43,560 SF                   |
| Bonus Cost Ratio per Bonus SF (Ratio = \$165.00/10)                   | \$16.50/SF                  |
| Development Incentive \$ for public improvement (\$16.50 × 43,560 SF) | \$718,740.00                |

Bonus Amenities (\$) Proposed by Developer to be Applied to Incentive (\$):

|   |                |
|---|----------------|
| Development Incentive \$ for public improvement<br>(\$16.50 × 43,560 SF)                    | \$718,740.00   |
| Pocket-scale Public Open Space Land Value<br>(4,000 SF × \$60.00/sf)                        | (\$240,000.00) |
| Pocket-scale Public Open Space Improvement Costs<br>(\$35.00/SF based on previous example)  | (\$140,000.00) |
| Public Water Feature (located at pedestrian level<br>and incorporated into building design) | (\$75,000.00)  |
| Transit Support (\$6,250.00/year for 20 years to<br>Hartline for Intown Trolley service)    | (\$125,000.00) |
| Public Art (development is outside of CBD & CD)   | (\$138,740.00) |
| Balance:  | \$0.00         |

In this example, development of a four thousand (4,000) SF pocket-scale public open space (design as reviewed and approved through the parks and recreation department and incorporated into the overall development), provision of public art, a public eater feature, and support dollars to Hartline for the Intown Trolley grants the developer an additional thirty-six (36) units (at an average of one thousand two hundred (1,200) SF per unit) or forty-three thousand five hundred sixty (43,560) SF for non-residential uses. This example assumes the land price/value for the public open space area is equal to full value of land before incentive (or the purchase price by city if available in market).

- (2) Although the land area set aside for the public open space will not be developed with habitable/usable floor area (calculated as FAR), neither example scenario demonstrates a loss to the developer for development entitlement of that land. It is applied to the overall development with additional bonus FAR given for this amenity. Granted bonus FAR is proportionate to the amenity provided. The scenarios offered apply to any and all of the bonus criteria set forth by the community.
- (i) CBD Periphery Code Review. The zoning administrator is charged with reviewing the "CBD Periphery Bonus Amenities" list and related requirements, on a semi-annual basis, to determine any change in community needs/desires and general relevance to current market conditions. The zoning administrator shall seek consult from stakeholders, including both public and private entities, to determine any needed text amendments to the regulations set forth in this section. All proposed text amendments shall follow the process as defined in section 27-149. Said review may include amenity and bonus cost/benefit analyses that consider the following factors:
  - (1) Any changes to the bonus cost ratio (multiplier).

- (2) Stabilized rental rates (neighborhood serving commercial/retail) per square-foot of floor area.
- (3) Public benefit derived from bonus amenities.
- (4) Developer benefits derived from bonus amenities vs. bonuses received.
- (5) Negative impacts that result from bonus gain(s) (congestion, air quality, visual impacts, etc.).
- (6) Addition, elimination, and prioritization of the items on the Bonus Amenities List.

(Ord. No. 2007-191, § 1, 9-6-07)

Secs. 27-142—27-145. - Reserved.

#### DIVISION 7. - AMENDMENTS

Sec. 27-146. - Statement of intent.

For the purpose of establishing and maintaining sound, stable and desirable development within the city, this chapter shall not be amended except to correct a manifest error in the chapter or, because of changed or changing conditions in a particular area or in the city generally, to rezone an area, extend the boundary of an existing zoning district or to change the regulations and restrictions thereof and then only as reasonably necessary for the promotion of the public health, safety or general welfare and to achieve the purposes of and achieve conformance with the Tampa Comprehensive Plan. No amendment shall be approved that will result in the reduction of the level of service standards set forth in the Tampa Comprehensive Plan.

Sec. 27-147. - Amendment initiation.

Subject to the limitations of the foregoing statement of intent, an amendment to this chapter may be initiated by:

- (1) The city council on its own motion;
- (2) The zoning administrator;
- (3) Application by any property owner or his or her agent or a citizen or his or her agent.

Sec. 27-148. - Procedure for amendment application.

- (a) Text amendments. Every application for amendments to this chapter shall contain the information described below. Additional material may be filed at the applicant's option.
  - (1) The application shall be typewritten, signed and sworn to by the applicant or his authorized agent and shall include the post office address of the applicant.
  - (2) It shall state the reason why such regulations, restrictions or boundaries should be amended, supplemented, changed or repealed, and shall include the proposed text changes for review.
  - (3) It shall set out, if applicable, any alleged error in this chapter which would be corrected by the proposed amendment with a detailed explanation of such error in the ordinance and detailed reasons how the proposed amendment will correct such error.
  - (4) It shall set out the changed or changing conditions, if any, in a particular area of the city generally which make the proposed amendment reasonably necessary to the promotion of the public health, safety and general welfare.
  - (5) It shall set out the manner in which the proposed amendment will carry out the intent and purpose of and provide conformance with the Tampa Comprehensive Plan.

as required by the city or state regulations. All odd or leftover pieces of land shall be included within adjoining full lots.

- (d) City limits and lot lines. Lots shall not be designated so as to be divided by the city's boundary lines, except where unavoidable and upon approval of the city council.
- (e) Lots with wells and/or septic tanks. If water and/or sewage disposal are to be provided by individual wells and/or septic tanks, respectively, then the final plat of the subdivision must be submitted to the appropriate state and local government agencies for their approval before approval of the final plat.

(Ord. No. 89-261, § 2(35-149), 10-12-89; Ord. No. 91-89, § 24, 5-30-91; Ord. No. 96-241, § 44, 10-31-96; Ord. No. 2013-67, § 1(Exh. A), 5-16-2013)

#### Sec. 27-155.3.9. - Underground utilities.

Except when prohibited by the city, all utilities to be installed in the subdivision; including, but not limited to, those required for distribution lines, electric services, telephone, telegraph and CATV, shall be installed underground. Appurtenances, such as transformer boxes, pedestal-mounted terminal boxes and meter cabinets, may be placed aboveground.

(Ord. No. 89-261, § 2(35-150), 10-12-89; Ord. No. 96-241, § 45, 10-31-96; Ord. No. 2013-67, § 1(Exh. A), 5-16-2013)

#### Sec. 27-155.3.10. - Permanent reference monuments and control points.

Permanent reference monuments and permanent control points shall be installed in accordance with the requirements and specifications of F.S. Ch. 177.

(Ord. No. 89-261, § 2(35-151), 10-12-89)

#### Sec. 27-155.3.11. - Platting multiple unit structures.

The reconfiguring and platting of lots for multiple unit structures may be permitted. However, the total area of land to be platted will establish the entire subdivision as one (1) zoning lot. Therefore, individual lots within the zoning lot may not be separately developed unless the lot meets all applicable zoning requirements.

(Ord. No. 91-89, § 25, 5-30-91; Ord. No. 2013-67, § 1(Exh. A), 5-16-2013)

### ARTICLE III. - ESTABLISHMENT OF ZONING DISTRICTS AND DISTRICT REGULATIONS

#### DIVISION 1. - GENERAL ZONING DISTRICTS

#### Sec. 27-156. - Official schedule of district regulations.

- (a) Schedule of statements of purpose and intent. The following array presents for the several districts the statements of purpose and intent applicable to each district.
  - (1) Single-family residential districts. Single-family districts provide for detached residential housing development on a variety of lot sizes in accordance with the Tampa Comprehensive Plan.

Accessory uses, compatible related support uses for residential development and special uses are also permitted.

- a. RS-150 residential single-family. This district provides areas primarily for low density single-family detached dwellings on spacious lots, wherein a property owner may obtain reasonable assurance of compatible development.
  - b. RS-100 residential single-family. This district provides areas primarily for low density single-family detached dwellings similar to those provided for in the RS-150 residential single-family district, but with smaller minimum lot size requirements.
  - c. RS-75 residential single-family. This district provides areas for primarily low density single-family detached dwellings similar to those provided for in the RS-150 and RS-100 residential single-family districts, but with smaller minimum lot size requirements.
  - d. RS-60 residential single-family. This district provides areas for primarily low density single-family detached dwellings similar to those provided for in the RS-150, RS-100 and RS-75 single-family districts, but with smaller minimum lot size requirements.
  - e. RS-50 residential single-family. This district provides areas for primarily low density single-family detached dwellings similar to those provided for in the RS-150, RS-100, RS-75 and RS-60 single-family districts, but with smaller minimum lot size requirements.
  - f. PD and PD-A planned development districts approved primarily for single-family residential uses.
- (2) Multiple-family residential districts. The following multiple-family districts provide for residential development at a variety of densities in accordance with the Tampa Comprehensive Plan. Accessory uses, compatible related support uses to residential development and certain special uses are also permitted.
- a. RM-12 residential multiple-family. This district provides primarily for low-medium density residential uses including single-family and two-family developments. Multiple-family development may be permitted through the special use permit procedure.
  - b. RM-16 residential multiple-family. This district provides primarily for low-medium density residential uses, similar to those provided in the RM-12 district, including single-family and two-family developments, at an increased density. Multiple-family development may be permitted through the special use permit procedure.
  - c. RM-18 residential multiple-family. This district provides primarily for low-medium density residential uses, similar to those provided in the RM-12 district, including single-family and two-family developments, at an increased density. Multiple-family development may be permitted through the special use permit procedure.
  - d. RM-24 residential multiple-family. This district provides primarily for medium density multiple-family residential development.
  - e. RM-35 residential multiple-family. This district provides primarily for medium-high density multiple-family residential development.
  - f. RM-50 residential multiple-family. This district provides primarily for high density multiple-family residential development.
  - g. RM-75 residential multiple-family. This district provides primarily for high density multiple-family residential development. Such high density residential structures shall be located in close proximity to regional shopping, employment and public transportation opportunities.
  - h. PD and PD-A planned development districts approved primarily for multiple-family residential uses.
- (3) Office districts. Development of the following office and professional districts shall be in accordance with the Tampa Comprehensive Plan. They are intended to provide for a

combination of office, institutional and residential uses, compatible special uses and compatible related support uses under the provisions of this chapter.

- a. RO residential office. This district provides primarily for low density residential development and low intensity office uses compatible with residential neighborhoods. The district permits conversion of residential structures or the construction of new structures for office and related use. In addition, this district may be used to provide a buffer between residential and more intensive commercial and office districts.
  - b. RO-1 residential office. This district provides primarily for low to low-medium density residential development and low-medium intensity office uses compatible with residential neighborhoods. This district would permit conversion of residential structures or the construction of new structures for office and related use.
  - c. OP office professional. This district provides primarily for institutional, professional and general office development of an intensity greater than the RO-1 residential office zoning district and less than the OP-1 office professional zoning district. This district shall be applied to land located along arterial and collector streets, as shown on the major street map.
  - d. OP-1 office professional. This district provides primarily for high intensity areas of institutional, professional and general office development. This district shall be applied in areas of the city where specific nodes of intense office development are appropriate. The district shall be applied to land located along arterial or collector streets, as shown on the major street map.
  - e. PD and PD-A planned development districts approved primarily for office uses.
- (4) Commercial districts. The commercial districts provide for various retail sales, personal services, office and institutional uses, accessory uses as appropriate thereto and compatible supporting uses, as well as selected special uses, all at appropriate intensities and in locations in accordance with the Tampa Comprehensive Plan. Planned development districts (PD and PD-A), in accordance with the regulations of this chapter and in conformity with the Tampa Comprehensive Plan, are also permitted.
- a. CN commercial-neighborhood. This district provides areas for limited retail and personal services in residential neighborhoods. This district shall be placed at appropriate locations to supply the daily service needs of such neighborhoods and shall not be used to promote strip commercial development.
  - b. CG commercial-general. This district provides areas where a variety of retail and commercial service activities can be conducted compatible with surrounding uses and residential districts.
  - c. CI commercial-intensive. This district provides areas for intense commercial activity, permitting heavy commercial and service uses.
- (5) Industrial districts. The industrial districts provide primarily for manufacturing, processing, assembly, warehousing and related uses at appropriate intensities and locations in accordance with the Tampa Comprehensive Plan. Performance standards are used to ensure compatibility with neighboring uses and districts. Planned development districts (PD and PD-A) are also permitted in appropriate locations in accordance with the Tampa Comprehensive Plan.
- a. IG industrial-general. This district provides primarily for areas of light manufacturing, wholesaling, warehousing, assembly or product processing, heavy equipment and vehicular repairs and other light industrial uses. The industrial general district is established to provide areas for industry in locations, which are served by major transportation facilities and adequate utilities, but are not feasible nor highly desirable for heavier industrial development because of proximity to residential, recreational, commercial or related developments. The district is to permit development compatible with uses of residential property adjoining or surrounding the district, with suitable open spaces, landscaping and



- parking area, which emits limited noise, odors, or light which can be detected on surrounding land.
- b. IH industrial-heavy. This district provides primarily for areas of intensive manufacturing and industrial uses in areas related to the Port of Tampa or other areas capable of supporting such uses. The industrial heavy district is established to provide areas for uses that can generate emissions and are not compatible with primary commercial, institutional, and residential uses.
- (6) M-AP airport compatibility districts. The airport compatibility district is designed to promote the appropriate type and intensity of development of land uses on and surrounding an airport. The purpose of designating land and water areas in this district is to encourage development that is compatible with aircraft operation and to increase safety and limit population by maintaining a lower density of development and to promote and protect the utility of the airport. This district shall be applied to airport landing areas and to other surrounding areas in proximity to airport boundaries or operations. The M-AP airport compatibility district shall consist of four (4) subdistricts or sectors. The subdistricts are described as follows:
    - a. M-AP-1. Because these areas are most affected by aircraft traffic, development in these areas shall promote the maximum safety of aircraft, people, and property, and promote the full utility of the airports.
    - b. M-AP-2. The height of structures and land use permitted in these areas are of low intensity to reduce population in proximity to the airport and its runways.
    - c. M-AP-3. The land uses, intensities and heights of structures are limited to those which, for safety purposes, reduce population in the path of aircraft approaching or departing on these runways.
    - d. M-AP-4. The land uses, intensities and heights of structures are designed to maintain the density of population for safety in areas surrounding the airport.
  - (7) Ybor City Historic District. The purpose of the Ybor City Historic District is to promote and preserve this historic district and its landmarks for the educational, cultural, economic and general welfare of the public through the preservation, protection and regulation of buildings, sites, monuments, structures and other areas of historic interest or importance within the Ybor City area of the city; to safeguard the heritage of our city by preserving and regulating this district and its landmarks, which reflect elements of our cultural, social, economic, political and architectural history; to preserve and enhance the environmental quality and safety of this district and the neighborhoods within it; to strengthen the city's economic base by the stimulation of the tourist industry; to establish, stabilize and improve property values; to foster economic development and manage growth. The Ybor City Historic District consists of the following nine (9) subdistricts:
    - a. YC-1 central commercial core. This subdistrict comprises the cultural, social, shopping and service heart of the Original Ybor City Historic District. The regulations are intended to preserve and enhance the touristic, cultural and economic functions by preserving its rich mixture of land uses, relatively modest intensity of development, low-rise structures and distinctive architecture.
    - b. YC-2 residential. This subdistrict comprises land devoted to residential development, including single-family and multi-family dwellings. The regulations are intended to preserve and conserve this predominately single-family and two-family housing form, and to encourage the development of vacant tracts suitable for residential uses.
    - c. YC-3 Hillsborough Community College. This subdistrict comprises land devoted to and designated for development as part of the Hillsborough Community College and supporting related uses.
    - d. YC-4 mixed use redevelopment. This subdistrict comprises mainly vacant land redesignated for neighborhood redevelopment which will support and enhance the tourists,

cultural and economic functions of the Original Ybor City Historic district, providing an urban mixed use core coincident to the revitalization of the district's commercial core.

- e. YC-5 general commercial. This subdistrict comprises land used and designated for retail and commercial service operations primarily to serve the residents of the immediate area.
  - f. YC-6 community commercial. This subdistrict comprises land devoted to general and intensive commercial uses located on the southern fringes of the historic district, and which will provide a transition into the industrial uses to the south and east.
  - g. YC-7 mixed use. The purpose of the YC-7 subdistrict is to allow the development of land uses that are consistent with the adopted future land use element of the Tampa Comprehensive Plan, encourage maximum land development opportunities that are well designed, provide for a balanced mixed use development, including residential, which while restricting the more intense commercial and industrial uses, contribute to the appropriate mix of land uses needed to ensure a viable economic base for the historic district.
  - h. YC-8 residential. The purpose of the YC-8 subdistrict is to allow the development of single family detached residential dwellings on relatively large lots in the Expanded Historic District. The regulations are intended to preserve and conserve this predominately single-family housing form, and to encourage the development of vacant tracts suitable for residential uses.
  - i. YC-9 site planned controlled. The purpose of the YC-9 subdistrict is to allow the development of land uses that are in conformance with the adopted future land use element of the Tampa Comprehensive Plan while encouraging well-designed developments that:
    - 1. Are characterized by unique conditions or situations which other zoning districts cannot accommodate including, but specifically not limited to unusual physical or environmental features, transportation, access, etc.; or
    - 2. Include a mixture of appropriate land uses, which may not otherwise be permitted in other districts.
- (8) PP public parks. This district is designed to identify and protect those publicly owned parcels used or proposed for park, recreation and open space use.
- (9) Central business district (CBD). The purpose of the CBD district is to implement the goals of the Tampa Central Business District Land Use Policy Plan, a component of the future land use element of the 2015 comprehensive plan for the city. It is also the purpose of the central business district regulations to guide development design to establish the desired character of development for each of the twelve (12) CBD character districts identified in the CBD land use policy plan. The central business district consists of the following two (2) zoning subdistricts:
- a. CBD-1. This zoning subdistrict is appropriate for CBD projects in areas with low- to mid-rise structures.
  - b. CBD-2. This zoning subdistrict is appropriate for CBD projects in areas with high-rise structures.
- (10) Planned development.
- a. PD Planned Development. The purpose of the planned development district (PD) is to allow the development of land uses that are in conformance with the adopted future land use element of the Tampa Comprehensive Plan while encouraging maximum land development opportunities and well-designed developments that:
    - 1. Are characterized by unique conditions or situations which other zoning districts cannot accommodate including, but specifically not limited to unusual physical or environmental features, transportation, access, etc.; or

2. Include a mixture of appropriate land uses which may not otherwise be permitted in other districts.
    - b. PD-A Planned Development Alternative. The purpose of this alternative review process is to provide conceptual approval for planned development districts involving large-scale developments with a lengthy projected buildout time. The alternative review process allows flexibility within the parameters established by specific stated performance standards.
- (11) TQD Tampa Quality Development. The TQD district is intended for limited and specialized use where the city has determined a mixed use project has unique characteristics, is of exceptional quality, is compatible with surrounding neighborhoods, is of substantial public benefit to the community, provides resources which reduce the need for public funds for low and moderate income persons and supports central business district (CBD) uses but does not compete with them.
- (12) University-Community District (U-C). The purpose of the University Community District shall be to provide for the appropriate development and arrangement of land uses for the University of South Florida and its associated land uses and to assure a development pattern which is compatible with university operations and to further encourage the grouping of those land uses having specific inter-relationships. The intent of the U-C District is to protect and promote the long-term stability of both the university and its accessory uses.
- (13) The Channel District. The purpose and intent of the Channel District ("CD") is to provide for a growing mixed-use area which lies between and complements the Central Business District and the Ybor City Historic District. The CD provides for a variety of commercial, residential and industrial uses in conformance with the Tampa Comprehensive Plan and seeks to guide development design according to the desired maritime and warehouse character of development. The Channel District consists of the following three (3) zoning subdistricts:
- a. CD-1. This zoning subdistrict is appropriate for a variety of residential and commercial projects with an urban and pedestrian development pattern.
  - b. CD-2. This zoning subdistrict is appropriate for a variety of intense commercial and industrial uses in the area between downtown, Ybor City and the Port of Tampa.
  - c. CD-3. This zoning subdistrict is appropriate for those uses or structures exceeding sixty (60) feet in height and deemed compatible with "The Channel District, A plan for the future"; and
- (b) Schedule of permitted uses by district. Except as specifically provided in this chapter, regulations governing the use of land and structures within the various districts in the city shall be as shown in the schedule of permitted uses by district.

The M-AP districts, YC subdistricts, PD and PD-A districts, TQD district, CBD subdistricts and CD subdistricts are not shown in the following Table 4-1, Schedule of Permitted Uses by District. However, district regulations governing said districts and subdistricts are set forth in this chapter as follows:

M-AP—Section 27-171

YC—Article III, Division 2, Subdivision 2

PD and PD-A—Article III, Division 3

TQD—Article III, Division 3

CBD—Article III, Division 2, Subdivision 3

CD—Article III, Division 2, Subdivision 4

The use of land or structures that are not expressly listed in the schedule of permitted uses by district as permitted principal uses or permitted accessory uses are prohibited uses and shall not be established in that district.

Uses listed as permitted special uses may be established in that district only after approval of an application for a special use permit in accordance with the procedures and requirements in Article II, Division 5.

TABLE 4-1  
SCHEDULE OF PERMITTED, ACCESSORY, AND SPECIAL USES BY DISTRICT\*

| *Legend:  |                        |                        |                   |                   |                   |                       |                       |                       |                       |                       |                       |                       |              |                               |    |          |                      |    |    |    |    |        |     |
|---|------------------------|------------------------|-------------------|-------------------|-------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|--------------|-------------------------------|----|----------|----------------------|----|----|----|----|--------|-----|
| X—Permitted principal use                       |                        |                        |                   |                   |                   |                       |                       |                       |                       |                       |                       |                       |              |                               |    |          |                      |    |    |    |    |        |     |
| S1—Special use—Zoning administrator review      |                        |                        |                   |                   |                   |                       |                       |                       |                       |                       |                       |                       |              |                               |    |          |                      |    |    |    |    |        |     |
| S2—Special use—City council review              |                        |                        |                   |                   |                   |                       |                       |                       |                       |                       |                       |                       |              |                               |    |          |                      |    |    |    |    |        |     |
| A—Permitted accessory use                       |                        |                        |                   |                   |                   |                       |                       |                       |                       |                       |                       |                       |              |                               |    |          |                      |    |    |    |    |        |     |
| Blank—Prohibited use                            |                        |                        |                   |                   |                   |                       |                       |                       |                       |                       |                       |                       |              |                               |    |          |                      |    |    |    |    |        |     |
| Uses  | R<br>S-<br>1<br>5<br>0 | R<br>S-<br>1<br>0<br>0 | R<br>S-<br>7<br>5 | R<br>S-<br>6<br>0 | R<br>S-<br>5<br>0 | R<br>M<br>-<br>1<br>2 | R<br>M<br>-<br>1<br>6 | R<br>M<br>-<br>1<br>8 | R<br>M<br>-<br>2<br>4 | R<br>M<br>-<br>3<br>5 | R<br>M<br>-<br>5<br>0 | R<br>M<br>-<br>7<br>5 | R<br>O<br>26 | R<br>O<br>1 <sup>2</sup><br>6 | OP | OP-<br>1 | CN <sup>2</sup><br>6 | CG | CI | IG | IH | P<br>P | U-C |
| Use Group A                                     |                        |                        |                   |                   |                   |                       |                       |                       |                       |                       |                       |                       |              |                               |    |          |                      |    |    |    |    |        |     |
| Bed and breakfast                               |                        |                        |                   |                   |                   | S<br>1                | S<br>1                | S<br>1                | S<br>1                | S<br>1                | S<br>1                | S<br>1                | X            | X                             | X  | X        | X                    | X  | X  |    |    |        |     |
| Cemetery  | S<br>1                 | S<br>1                 | S<br>1            | S<br>1            | S<br>1            | S<br>1                | S<br>1                | S<br>1                | S<br>1                | S<br>1                | S<br>1                | S<br>1                | X            | X                             | X  | X        | X                    | X  | X  | X  | X  |        |     |
| Congregate living facilities:                   |                        |                        |                   |                   |                   |                       |                       |                       |                       |                       |                       |                       |              |                               |    |          |                      |    |    |    |    |        |     |
| Facilities of 6 or fewer residents <sup>3</sup> | X                      | X                      | X                 | X                 | X                 | X                     | X                     | X                     | X                     | X                     | X                     | X                     | X            | X                             | X  |          |                      | X  | X  |    |    |        |     |
| Small group care facility                       | S<br>1                 | S<br>1                 | S<br>1            | S<br>1            | S<br>1            | S<br>1                | S<br>1                | S<br>1                | S<br>1                | S<br>1                | S<br>1                | S<br>1                | S1           | S<br>1                        | S1 | S1       |                      | X  |    |    |    | S1     |     |

















|                                 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |    |   |   |   |                 |                 |    |    |
|---------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|----|---|---|---|-----------------|-----------------|----|----|
| Heliport, helistop              |   |   |   |   |   |   |   |   |   |   |   |   |   |   | S2 |   |   | X | X               | X               |    | S2 |
| Interim parking <sup>8</sup>    |   |   |   |   |   |   |   |   |   |   |   |   | X | X | X  | X | X | X | X               | X               |    |    |
| Junkyard                        |   |   |   |   |   |   |   |   |   |   |   |   |   |   |    |   |   |   |                 |                 | S1 |    |
| Kennel, large <sup>29</sup>     |   |   |   |   |   |   |   |   |   |   |   |   |   |   |    |   |   | X | X               | X               |    |    |
| Kennel, small <sup>28</sup>     |   |   |   |   |   |   |   |   |   |   |   |   |   |   |    | X | X | X | X               |                 |    |    |
| Laboratory, dental and medical  |   |   |   |   |   |   |   |   |   |   |   |   | A | A | X  | X | A | X | X               | X               | X  |    |
| Landfill                        |   |   |   |   |   |   |   |   |   |   |   |   |   |   |    |   |   |   |                 |                 | S1 |    |
| Lot, irregular                  | S | S | S | S | S | S | S | S | S | S | S | S | S | S | S  | S | S | S | S               | S               | S  |    |
|                                 | 2 | 2 | 2 | 2 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1  | 1 | 1 | 1 | 1               | 1               | 1  |    |
| Maintenance or storage facility |   |   |   |   |   |   |   |   |   |   |   |   |   |   |    |   |   |   | X               | X               | X  |    |
| Manufacturing, heavy            |   |   |   |   |   |   |   |   |   |   |   |   |   |   |    |   |   |   |                 |                 | X  |    |
| Manufacturing, light            |   |   |   |   |   |   |   |   |   |   |   |   |   |   |    |   |   | X | X               | X               |    |    |
| Marina                          |   |   |   |   |   |   |   |   |   |   |   |   |   |   |    |   | X | X | X               | X               |    |    |
| Material recovery facility      |   |   |   |   |   |   |   |   |   |   |   |   |   |   |    |   |   |   | X <sup>23</sup> | X <sup>23</sup> |    |    |

|   |        |        |        |        |        |  |        |        |        |        |   |    |        |        |    |    |    |    |    |   |    |
|---|--------|--------|--------|--------|--------|--|--------|--------|--------|--------|---|----|--------|--------|----|----|----|----|----|---|----|
| Microbrewery  |        |        |        |        |        |  |        |        |        |        |   |    |        |        |    | X  | X  | X  | X  |   |    |
| Production limits: Up to 60,000 barrels annually                        |        |        |        |        |        |  |        |        |        |        |   |    |        |        |    | X  | X  | X  | X  |   |    |
| Production limits: >60,000 up to 200,000 barrels annually <sup>20</sup> |        |        |        |        |        |  |        |        |        |        |   |    |        |        |    |    | X  | X  | X  |   |    |
| Nursing [care facility], convalescent and extended care facility        |        |        |        |        |        |  | S<br>2 | S<br>2 | S<br>1 | S<br>1 | X | X  |        | S<br>1 | S1 | X  | X  | X  |    |   | S1 |
| Office, business and professional                                       |        |        |        |        |        |  |        |        |        |        |   |    | X      | X      | X  | X  | X  | X  | X  |   | S2 |
| Office, medical   |        |        |        |        |        |  |        |        |        |        |   | S2 | S<br>2 | X      | X  | S2 | X  | X  | X  | X | X  |
| Parking, off-street:  |        |        |        |        |        |  |        |        |        |        |   |    |        |        |    |    |    |    |    |   |    |
| Principal use   | A<br>9 | A<br>9 | A<br>9 | A<br>9 | A<br>9 |  |        |        |        |        |   |    |        | S1     |    | S1 | S1 | S1 | S1 |   |    |

|  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |    |
|--|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--|----|
| Accessory use <sup>1</sup>               |    |    |    |    |    | A  | A  | A  | A  | A  | A  | A  | A  | A  | A  | A  | A  | A  | A  | A  |    |  |    |
| Commercial use                           | S2 | S2 | S2 | S2 | S2 | S2 | S2 | S2 | S2 | S2 | S2 | S2 | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 |  |    |
| Parking, temporary                       | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 | S1 |  |    |
| Personal services                        |    |    |    |    |    |    |    |    | A  | A  | A  | A  |    | A  | X  | X  | X  | X  | X  |    |    |  | A  |
| Petroleum bulk storage and/or processing |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  | S1 |
| Pharmacy                                 |    |    |    |    |    |    |    |    |    |    |    |    | A  | A  | A  | A  | X  | X  | X  |    |    |  |    |
| Place of assembly                        |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | X  | X  |    |    |    |  |    |
| Printing, light                          |    |    |    |    |    |    |    |    |    |    |    |    |    |    | A  | A  |    | X  | X  | X  | X  |  |    |
| Printing and publishing                  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | X  | X  | X  |    |  |    |
| Public service facility                  | S2 | S2 | S2 | S2 | S2 | S2 | S2 | S2 | S2 | S2 | S2 | S2 | S2 | S2 | S2 | S2 | X  | X  | X  | X  | X  |  | A  |
| Public use facility                      | X  | X  | X  | X  | X  | X  | X  | X  | X  | X  | X  | X  | X  | X  | X  | X  | X  | X  | X  | X  | X  |  | X  |
| Radio/telev                              |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | X  |    | X  | X  | X  |    |  |    |











- 9 Off-street parking is a permitted accessory use in this zoning district only in those instances when the criteria set forth in section 27-283.13(d) have been satisfied.
- 10 See section 27-282.17 for regulations applicable to temporary film production. Additionally, the section 271-30 buffer requirements shall not apply to this use.
- 11 See section 27-282.15 for specific criteria related to crematoriums as accessory uses.
- 12 See section 27-282.14 for supplemental regulations related to crematoriums as principal uses.
- 13 Temporary vendor sales may be considered for permit on parcels that are zoned or used for non-residential sales subject to section 27-132 criteria.
- 14 Refer to Articles II, Division 5 Special Use Permits and IX Alcoholic Beverages for applicable provisions.
- 15 A separate special use application process shall be required in order to make alcohol sales from this use classification, subject to the provisions in this chapter.
- 16 Requests for "R" classifications may process as an S1 administrative special use permit only when located within a large scale commercial development that contains 500,000 square feet or more in gross floor area (not including residential or office floor area).
- 17 The accessory dwelling unit use is limited to the area of the City North of Sligh Avenue, South of Waters Avenue, West of Boulevard, and East of Armenia Avenue.
- 18 Refer to Articles II, Division 5 Special Use Permits and IX Alcoholic Beverages for applicable provisions. Requests may process as an administrative special use permit (S-1) only when sales meet the specific use standards in section 27-132. If any waivers are needed, the request shall process as an (S-2).
- 19 Requests for Public Golf Course with alcoholic beverage sales shall adhere to the definition of "Alcoholic beverage classification: Beer, wine, liquor; Public Golf Course" contained in section 27-43.
- 20 Development sites (zoning lots) for these production limits must contain at least two (2) acres of land.
- 21 Reserved.
- 22 Reserved.
- 23 Refer to section 27-282.21 for supplemental regulations related to this use.
- 24 Refer to section 27-282.22 for supplemental regulations related to this use.

25 Refer to section 27-282.20 for supplemental regulations related to this use.

26 Refer to section 27-164 for supplemental regulations.

27 Refer to Sec. 27-282.24 for applicable provisions.

28 Refer to Sec. 27-282.25 for applicable provisions.

29 Refer to Sec. 27-285.26 for applicable provisions.

30 Refer to Sec. 27-282.28 for applicable provisions.

(c) Schedule of area, height, bulk and placement regulations. Except as specifically provided in other sections of this chapter, regulations governing the minimum lot area and width, required front, side and rear yards, floor area ratio, height of structures, area of signs and related matters shall be as shown in the schedule of area, height, bulk and placement regulations.

The M-AP districts, YC subdistricts, PD and PD-A districts, CBD subdistricts, and CD subdistricts are not shown in the following Table 4-2, Schedule of Area, Height, Bulk and Placement Regulations. However, district regulations governing said districts and subdistricts are set forth in this chapter as follows:

M-AP—Section 27-171

YC—Article III, Division 2, Subdivision 2

PD and PD-A—Article III, Division 3

CBD—Article III, Division 2, Subdivision 3

CD—Article III, Division 2, Subdivision 4

TABLE 4-2

SCHEDULE OF AREA, HEIGHT, BULK AND PLACEMENT REGULATIONS

|          |                              |                               |                               |                     |                           | Required<br>Yards<br>(ft.) <sup>13</sup>   |                     |                |   |
|----------|------------------------------|-------------------------------|-------------------------------|---------------------|---------------------------|--|---------------------|----------------|---|
|          |                              |                               |                               |                     |                           | Rear                                       |                     |                |   |
| District | Minimum<br>Area<br>(sq. ft.) | Lot<br>Size<br>Width<br>(ft.) | Dwelling<br>Unit<br>(sq. ft.) | Front <sup>14</sup> | Side <sup>15,</sup><br>16 | Interior<br>Lot/Corner<br>Lot <sup>8</sup> | Corner <sup>8</sup> | Maximum<br>FAR | Maximum<br>Height<br>(ft.) <sup>1</sup> |
| RS-150   | 15,000                       | 100                           | 15,000                        | 30                  | 15                        | 20/12                                      | 15                  | n/a            | 35                                      |

|        |        |     |        |    |                  |       |    |                      |                  |
|--------|--------|-----|--------|----|------------------|-------|----|----------------------|------------------|
| RS-100 | 10,000 | 100 | 10,000 | 25 | 7                | 20/12 | 15 | n/a                  | 35               |
| RS-75  | 7,500  | 75  | 7,500  | 25 | 7                | 20/12 | 15 | n/a                  | 35               |
| RS-60  | 6,000  | 60  | 6,000  | 25 | 7                | 20/20 | 7  | n/a                  | 35               |
| RS-50  | 5,000  | 50  | 5,000  | 20 | 7                | 20/20 | 7  | n/a                  | 35               |
| RM-12  | 5,000  | 50  | 3,630  | 25 | 7                | 15/15 | 7  | n/a                  | 35               |
| RM-16  | 5,000  | 50  | 2,723  | 25 | 7                | 15/15 | 7  | n/a                  | 35               |
| RM-18  | 5,000  | 50  | 2,420  | 25 | 7                | 15/15 | 7  | n/a                  | 35               |
| RM-24  | 5,000  | 50  | 1,815  | 25 | 7                | 20    | 7  | n/a                  | 60 <sup>2</sup>  |
| RM-35  | 5,000  | 50  | 1,243  | 25 | 7                | 20    | 7  | n/a                  | 120 <sup>3</sup> |
| RM-50  | 5,000  | 50  | 871    | 25 | 7                | 20    | 7  | n/a                  | 200 <sup>3</sup> |
| RM-75  | 5,000  | 50  | 580    | 25 | 7                | 20    | 7  | n/a                  | n/a <sup>5</sup> |
| RO     | 5,000  | 50  | 5,000  | 25 | 7                | 20    | 15 | 0.35                 | 35               |
| RO-1   | 5,000  | 50  | 5,000  | 25 | 7                | 20    | 15 | 0.5                  | 35               |
| OP     | 10,000 | 60  | 1,815  | 25 | 10               | 20    | 25 | 1.0—1.5 <sup>7</sup> | 60 <sup>2</sup>  |
| OP-1   | 10,000 | 60  | 871    | 20 | 10               | 20    | 20 | 3.0—3.5 <sup>7</sup> | 200 <sup>3</sup> |
| CN     | 5,000  | 60  | 2,500  | 20 | 10               | 10    | 20 | 0.35                 | 35               |
| CG     | 10,000 | 75  | n/a    | 10 | 10 <sup>12</sup> | 10    | 10 | 1.0—1.5 <sup>7</sup> | 45 <sup>6</sup>  |
| CI     | 10,000 | 100 | n/a    | 10 | 0                | 0     | 10 | 1.0—1.5 <sup>7</sup> | 45 <sup>6</sup>  |
| IG     | 5,000  | 50  | n/a    | 10 | 0                | 0     | 10 | 0.75                 | 60               |
| IH     | 5,000  | 50  | n/a    | 10 | 0                | 0     | 10 | 0.75                 | n/a <sup>4</sup> |

|     |                     |                   |     |    |    |    |     |      |                   |
|-----|---------------------|-------------------|-----|----|----|----|-----|------|-------------------|
| U-C | 1 acre <sup>9</sup> | 100 <sup>10</sup> | n/a | 50 | 25 | 50 | n/a | 0.25 | 100 <sup>11</sup> |
|-----|---------------------|-------------------|-----|----|----|----|-----|------|-------------------|

Notes:

1. Except where lesser height is specified by Hillsborough County Authority regulations.
2. For each foot of building height above thirty (30) feet, the required yards shall be increased by one (1) foot.
3. For each two (2) feet of building height over thirty (30) feet, the required front and corner yards shall be increased by one (1) foot, except that if the zoning lot is immediately adjacent to a residential zoning district, the rear and side yards shall also meet the setback noted above.
4. For each three (3) feet of building height above fifty (50) feet, the required yards shall be increased by one (1) foot.
5. For each four (4) feet of building height above thirty (30) feet, the required yards shall be increased by one (1) foot.
6. Places of assembly in the CG & CI districts may exceed the maximum permitted height provided that for every one (1) foot of height above forty-five (45) feet, all required yards shall be increased by one (1) foot.
7. The higher applies when fifty (50) percent of required off-street parking is provided within principal structure.
8. The structural edge of the vehicular entrance to the garage, carport or any vehicular storage area must be setback a minimum of eighteen (18) feet from the property line located adjacent to a street for a one-vehicle storage area and ten (10) feet for a two- or more vehicle storage area, provided that the visibility standards of section 27-283.5 are met. Alternative setbacks may be considered by the zoning administrator, or designee, for those structures that access alleys.
9. Public utility substations and structures in the U-C district shall be exempt from the minimum lot area requirements.
10. In the U-C district only, lot width shall be measured along the front property line.
11. For each foot of building height above thirty-five (35) feet, the required yards shall be increased by one (1) foot.
12. The required side yard setback in the CG district is reduced from 10 feet to 0 feet when the side property line abuts a non-residential zoning district.
13. Section 27-284, Buffers and screening may require additional setback for required buffer area.
14. The zoning administrator may approve a reduction or waiver of the required front yard or corner yard setback when the historical pattern of development on the subject block face is less than the current requirement. For properties in a National or Local Historic District or historic conservation overlay district, the zoning administrator shall consult with the appropriate historic district administrator to determine the appropriate front yard or corner yard setback for a parcel. Consideration shall be given to the existing setbacks on the blocks immediately adjacent to the subject property. At no time may the reduction or waiver exceed the average front setback of the two (2) adjacent properties. It will be the responsibility of the party requesting the waiver to provide a survey that identifies the existing setbacks on the adjacent properties. For the replacement of structures on properties located in a National or Local Historic District or historic conservation overlay district, the zoning administrator, after consultation with the appropriate historic district administrator, may approve a reduction or waiver of the required yard setbacks

for a principal or accessory structure when such structures are being placed on the subject lot in conformity with the historical and precedent patterns of building setbacks for other similarly situated properties, and only when such replacement structures are being placed on the same building footprint and retain the same residential density or commercial intensity as the original structures.

15. RS-50 and RS-60 side yard setbacks may be altered without a variance for the sole purpose of off-setting the parking area when no garage or carport is provided within the front face of the structure, subject to the following requirements: (i) both side yards combined shall equal fourteen (14) feet; and, (ii) no one (1) side shall be reduced to less than five (5) feet. Additionally, any yard reduced to less than six (6) feet by this provision shall not be permitted to apply for an administrative variance.
16. Allow reduction to five-foot side yard, only when not adjacent to single-family use.  
N/A. Not applicable.

(d) Minimum lot area and density factors. The following summary shows the district acronyms, the district names, the zoning lot area and density factors required by district. In order to determine density for residential use, the following formula shall be used:

|  |   |                         |
|--|---|-------------------------|
| minimum lot area (sq. ft.)<br>density factor | = | total dwelling<br>units |
|--|---|-------------------------|

| Residential districts     |                             | Minimum lot area (sq. ft.) |     | Density factors (sq. ft.) |
|---------------------------|-----------------------------|----------------------------|-----|---------------------------|
| Single-family districts   |                             |                            |     |                           |
| RS-150                    | Residential Single-Family   | 15,000                     | and | 1 d.u./zoning lot         |
| RS-100                    | Residential Single-Family   | 10,000                     | and | 1 d.u./zoning lot         |
| RS-75                     | Residential Single-Family   | 7,500                      | and | 1 d.u./zoning lot         |
| RS-60                     | Residential Single-Family   | 6,000                      | and | 1 d.u./zoning lot         |
| RS-50                     | Residential Single-Family   | 5,000                      | and | 1 d.u./zoning lot         |
| Multiple-family districts |                             |                            |     |                           |
| RM-12                     | Residential Multiple-Family | 5,000                      | and | 3,630/d.u.                |

|                                      |                             |        |     |            |
|--------------------------------------|-----------------------------|--------|-----|------------|
| RM-16                                | Residential Multiple-Family | 5,000  | and | 2,723/d.u. |
| RM-18                                | Residential Multiple-Family | 5,000  | and | 2,420/d.u. |
| RM-24                                | Residential Multiple-Family | 5,000  | and | 1,815/d.u. |
| RM-35                                | Residential Multiple-Family | 5,000  | and | 1,243/d.u. |
| RM-50                                | Residential Multiple-Family | 5,000  | and | 871/d.u.   |
| RM-75                                | Residential Multiple-Family | 5,000  | and | 580/d.u.   |
| Residential office districts         |                             |        |     |            |
| RO                                   | Residential Office          | 5,000  | and | 5,000/d.u. |
| RO-1                                 | Residential Office          | 5,000  | and | 2,723/d.u. |
| Office districts                     |                             |        |     |            |
| OP                                   | Office Professional         | 10,000 | and | 1,815/d.u. |
| OP-1                                 | Office Professional         | 10,000 | and | 871/d.u.   |
| Commercial districts                 |                             |        |     |            |
| CN                                   | Commercial-Neighborhood     | 5,000  | and | 2,500/d.u. |
| CG <sup>2</sup>                      | Commercial-General          | 10,000 |     |            |
| CI <sup>2</sup>                      | Commercial-Intensive        | 10,000 |     |            |
| Industrial districts                 |                             |        |     |            |
| IG                                   | Industrial-General          | 5,000  |     |            |
| IH                                   | Industrial-Heavy            | 5,000  |     |            |
| M-AP airport compatibility districts |                             |        |     |            |



|                             |                                 |                    |  |  |
|-----------------------------|---------------------------------|--------------------|--|--|
| M-AP 1                      |                                 | 10,000             |  |  |
| M-AP 2                      |                                 | 10,000             |  |  |
| M-AP 3                      |                                 | 10,000             |  |  |
| M-AP 4                      |                                 | 10,000             |  |  |
| Ybor City Historic District |                                 |                    |  |  |
| YC-1 <sup>2</sup>           | Central Commercial Core         | 1,900              |  |  |
| YC-2 <sup>2</sup>           | Residential                     | 2,500              |  |  |
| YC-3 <sup>2</sup>           | Hillsborough Community College  | 6,650              |  |  |
| YC-4 <sup>2</sup>           | Mixed Use Redevelopment         | 1,600              |  |  |
| YC-5 <sup>2</sup>           | General Commercial              | 4,700 <sup>1</sup> |  |  |
| YC-6 <sup>2</sup>           | Community Commercial            | 2,820              |  |  |
| YC-7 <sup>2</sup>           | Mixed Use                       | 2,500              |  |  |
| YC-8 <sup>2</sup>           | Residential                     | 4,356              |  |  |
| YC-9 <sup>2</sup>           | Site Planned Controlled         | Not applicable     |  |  |
| Other districts             |                                 |                    |  |  |
| PD <sup>2</sup>             | Planned Development             | Not applicable     |  |  |
| PD-A <sup>2</sup>           | Planned Development Alternative | Not applicable     |  |  |
| TQD <sup>2</sup>            | Tampa Quality Development       | 3 acres            |  |  |
| CBD <sup>2</sup>            | Central Business District       | Not                |  |  |

|                   |                    |            |  |        |
|-------------------|--------------------|------------|--|--------|
|                   |                    | applicable |  |        |
| CD-1 <sup>2</sup> | Channel District-1 | 4,000      |  | 580/du |
| CD-2 <sup>2</sup> | Channel District-2 | 4,000      |  | 0      |
| CD-3 <sup>2</sup> | Channel District-3 | 4,000      |  | 580/du |

Notes:

1. Development of single-family attached and semi-detached dwellings is permitted to have a minimum lot area of one thousand six hundred (1,600) square feet.
2. The maximum allowed density is governed by the Tampa Comprehensive Plan.

(Ord. No. 2013-72, § 4, 6-6-2013; Ord. No. 2013-73, § 4, 6-6-2013; Ord. No. 2013-101, § 2, 7-18-2013; Ord. No. 2015-10, § 3, 1-15-2015; Ord. No. 2015-99, § 2, 9-17-2015; Ord. No. 2015-110, § 2, 11-5-2015)

Sec. 27-157. - Regulations encumbering land required to satisfy regulations.

No portion of a lot used in connection with an existing or proposed building, structure or use and necessary for compliance with the area, height and placement regulations of this chapter shall, through sale or otherwise, be used again as a part of the lot required in connection with any other building, structure or use.

Sec. 27-158. - Height regulation generally.

- (a) Excluded portions of structures. Except as specifically provided herein, the height limitations of this chapter shall not apply to any penthouses or roof structures for housing elevators, stairways, tanks, ventilating fans, solar energy collectors, chimneys or similar equipment required to operate and maintain the building (provided that such structures shall not cover more than twenty (20) percent of roof area), nor to place of religious assembly spires, steeples, belfries, cupolas, domes, monuments, widow's walk or other accessible features, nor to water towers, skylights, flag poles, vents or similar structures and other similar architectural features which may be erected above the height limit, nor to fire or parapet walls, provided however that such walls shall not extend more than five (5) feet above the roof. Such features on fences/walls shall not extend more than one (1) foot above the maximum height, and shall have an eight-foot spacing between them.
- (b) Aviation hazards. No building or other structure (regardless of exclusions set forth in subsection (a) above) shall be located in a manner or built to a height that constitutes a hazard to aviation or creates hazards to persons or property by reason of unusual exposure to aviation hazards. In any area within the city, in addition to height limitations established by this chapter, limitations established by ordinance or by any ordinance amending or replacing such ordinance or by lawful federal, state or county aviation authority regulations shall apply to heights of buildings, structures or natural vegetation.
- (c) Exemption for public safety equipment and towers. Communication equipment and towers owned and operated by governmental agencies responsible for public safety (such as the city police and fire



# EXHIBIT R



**PROPOSED SITE PLAN**  
**TAMPA HOUSING AUTHORITY**  
 SCALE: 1" = 300.0'

1 C1

### LEGAL DESCRIPTION

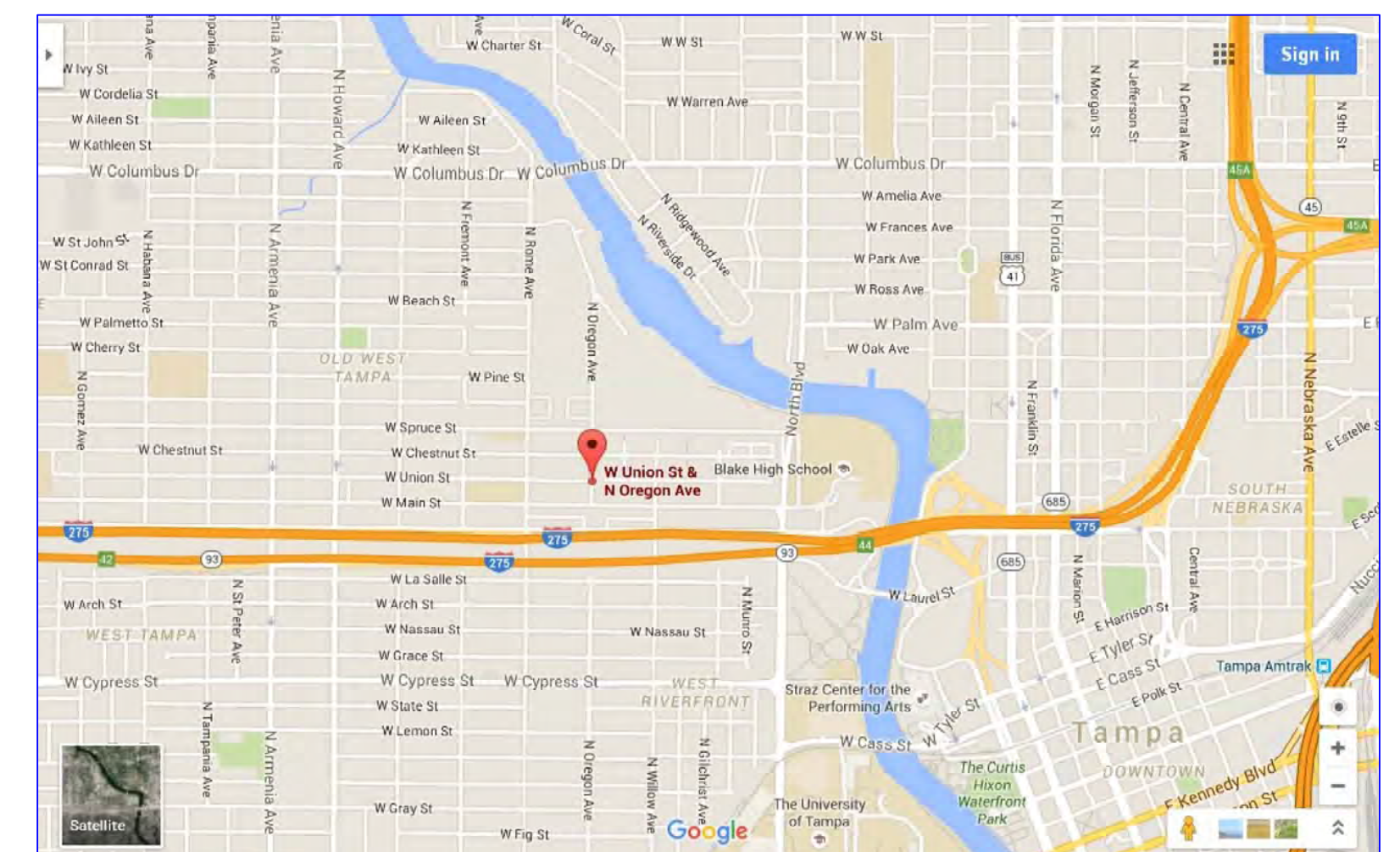
A PORTION OF Folio 178296-0000 AS FOLLOWS:  
 D F JACK'S ADDITION TO WEST TAMPA ALL OF BK 2 AND LOTS 1 TO 12 BK 3 OF D F JACK'S ADDITION TO WEST TAMPA LOTS 1 TO 12 INCL AND BLK 2 PHILLIP COLLINS ADDITION AND ALL OF BLOCK 3 PHILLIP COLLINS ADDITION AND CLOSED STREET ABUTTING ON S SIDE OF BLOCK 2 D F JACKS SUB.

A PORTION OF Folio 178278-0000 AS FOLLOWS:  
 VILLA CASECTA BLOCK 3 AND LOT BEG 1754.5 FT W OF NECOR OF SE 1/4 AND RUN S 467.7 FT W 237.75 FT N 467.7 FT E 237.75 FT TO POB LESS STS 14 29 18 AND BLKS A AND B DE LEO'S SUBDIVISION AND BLOCKS 1 AND 4 PHILIP COLLINS ADDITION.

ALL LANDS LYING WITHIN SECTION 14 - TOWNSHIP 29 SOUTH - RANGE 18 EAST, AND CONTAINING 835,866 SQUARE FEET (19.19 ACRES) MORE OR LESS.

### NOTES:

1. THE DEVELOPER SHALL COMPLY WITH ALL CITY CODE (I.E. TREE, LANDSCAPE, FIRE, DRAINAGE, ETC.) REQUIREMENTS AT TIME OF PERMITTING.



### LOCATION MAP

SCALE: NTS

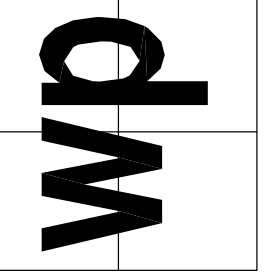
3 C1



### AERIAL PHOTO

SCALE: NTS

2 C1



**wallace + perdomo, inc.**  
 predevelopment • planning • urban design

305.446.2302 p • 305.446.2342 f

33134

TAMPA HOUSING AUTHORITY  
 5301 W. CYPRESS STREET  
 TAMPA, FL 33607

PROPOSED WEST RIVER RFA 2015-107  
 AREA BOUNDED BY ROME & WILLOW AVS, GREEN & CHESNUT STS  
 TAMPA, FL 33607  
 SITE PLAN

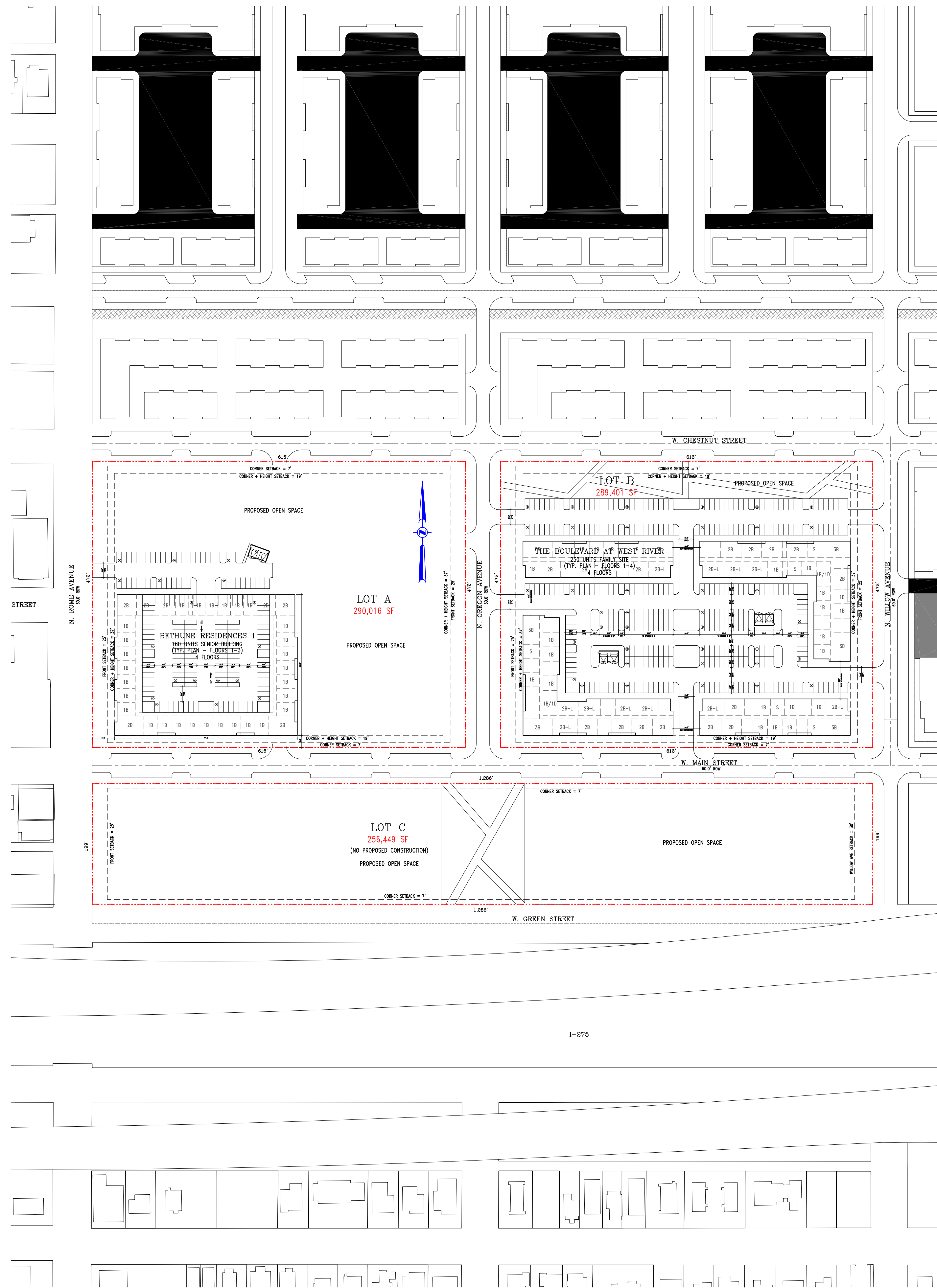
revisions

project no: 2015-08  
 scale: as shown  
 date: 11/02/2015  
 drawn by: mew

# C1

sheet





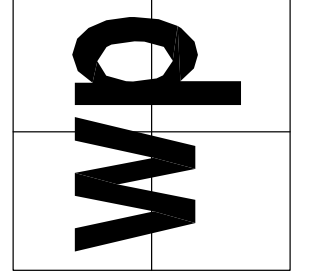
**OVERALL PROPOSED SITE PLAN  
TAMPA HOUSING AUTHORITY**

SCALE: 1" = 100.0'

1  
C2

**TABULAR DATA**

| PROPOSED MULTI FAMILY RESIDENTIAL BUILDINGS    |  |   |
|--|--|---|
| 1. ZONING                                      | REQUIRED   | PROVIDED  |
|  | RM-24<br>RESIDENTIAL<br>MULTIPLE FAMILY  | RM-24<br>RESIDENTIAL<br>MULTIPLE FAMILY         |
| 2. LOT AREA (MIN)                              | 5,000 SF   | 835,866 SF (19.19 AC)                           |
|  |  | LOT A 290,016 SF                                |
|  |  | LOT B 289,401 SF                                |
|  |  | LOT C + 256,449 SF                              |
|  |  | LOT AREA TOTAL (PROVIDED) 835,866 SF (19.19 AC) |
| 3. LOT DEPTH (MIN)                             | N/S  | VARIES  |
|  |  | LOT A 615'                                      |
|  |  | LOT B 613'                                      |
|  |  | LOT C 1,286'                                    |
| 4. LOT WIDTH (MIN)                             | 50'  | VARIES  |
|  |  | LOT A 472'                                      |
|  |  | LOT B 472'                                      |
|  |  | LOT C 199'                                      |
| 5. BLDG SETBACKS (MIN)                         |  |   |
| FRONT  | 25' (+1' PER BLDG<br>HT ABOVE 30')   |   |
|  |  | LOT A (42'h BLDG) 25'+12'=37'                   |
|  |  | LOT B (42'h BLDG) 25'+12'=37'                   |
|  |  | LOT C (WILLOW AV) 30' (NONE)                    |
| REAR   | 20'  | NA  |
| SIDE INTERIOR                                  | 20'  | NA  |
| CORNER   | 7' (+1' PER BLDG<br>HT ABOVE 30')  |   |
|  |  | LOT A (42'h BLDG) 7'+12'=19'                    |
|  |  | LOT B (42'h BLDG) 7'+12'=19'                    |
|  |  | LOT C (NONE)                                    |
| 6. BLDG HEIGHT (MAX)                           | 60'  | 42'   |
| 7. BLDG STORIES (MAX)                          | NS   | 4   |
| 8. FL AREA RATIO (MAX)                         | NS   | 0.69  |
| 9. LOT COVERAGE (MAX)                          | NS   | 0.32  |
| 10. BLDG DISTANCE RESTRICT.<br>(MIN-RES. USES) | 11.8' (residential use)  | 44' (MIN)                                       |
|  | D=2+H/11+L/10  |   |
|  | D=2+42'/11+60'/10  |   |
|  | D=11.8'  |   |
| 11. LANDSCAPE (MIN)                            | 143,500 SF   | 564,647 SF                                      |
|  | 350 SF/DU  |   |
|  | =350 SF/DU X 410 DU  |   |
|  | =143,500 SF  |   |
| 12. PARKING (MIN)                              |  |   |
|  | 1 SP/EFFICIENCY  |   |
|  | 1.5 SP/1-2 BED   |   |
|  | 2 SP/3 OR MORE BED   |   |
| LOT A  | 1 SP X 110 (EFF) = 110   |   |
|  | 1.5 SP X 114 (1-2 BR) = 171  |   |
|  | 2 SP X 26 (3 BR) = 52  |   |
| LOT A  | TOTAL REQ'D = 333  | 340   |
| LOT B  | 1.5 SP X 131 (1 BR) = 197  |   |
|  | 1.5 SP X 29 (2 BR) = 44  |   |
| LOT B  | TOTAL REQ'D = 241  | 376   |
| LOT C  | (NONE)   | (NONE)  |
| TOTAL SITE                                     | TOTAL REQ'D = 574  | 716   |
| PARKING (MIN STALL SIZE)                       | 8' X 18'   | 8' X 18'  |
| 13. EASEMENTS                                  |  |   |
| A.   | THIS PLAN WAS PREPARED WITHOUT BENEFIT OF A SURVEY.  |   |
| B.   | THIS PLAN WAS PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT.  |   |
| 14. CURB CUT AVAILABILITY                      |  |   |
| A.   | PROPOSED DRIVEWAYS TO BE MODIFIED/REUSED WHERE APPROPRIATE.  |   |
| B.   | NEW DRIVEWAYS TO MEET THE REQUIREMENTS OF CITY OF TAMPA ZONING CODE AND PUBLIC WORKS DEPARTMENT STANDARDS. |   |
| 15. TOPOGRAPHY & SOILS                         |  |   |
| A.   | EXISTING PROPERTY IS FULLY DEVELOPED AND IS RELATIVELY FLAT.   |   |
| B.   | THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A "SUBSURFACE EXPLORATION REPORT."                           |   |



**wallace + perdomo, inc.**  
predevelopment • planning • urban design

305.446.2302 p • 305.446.2342 f

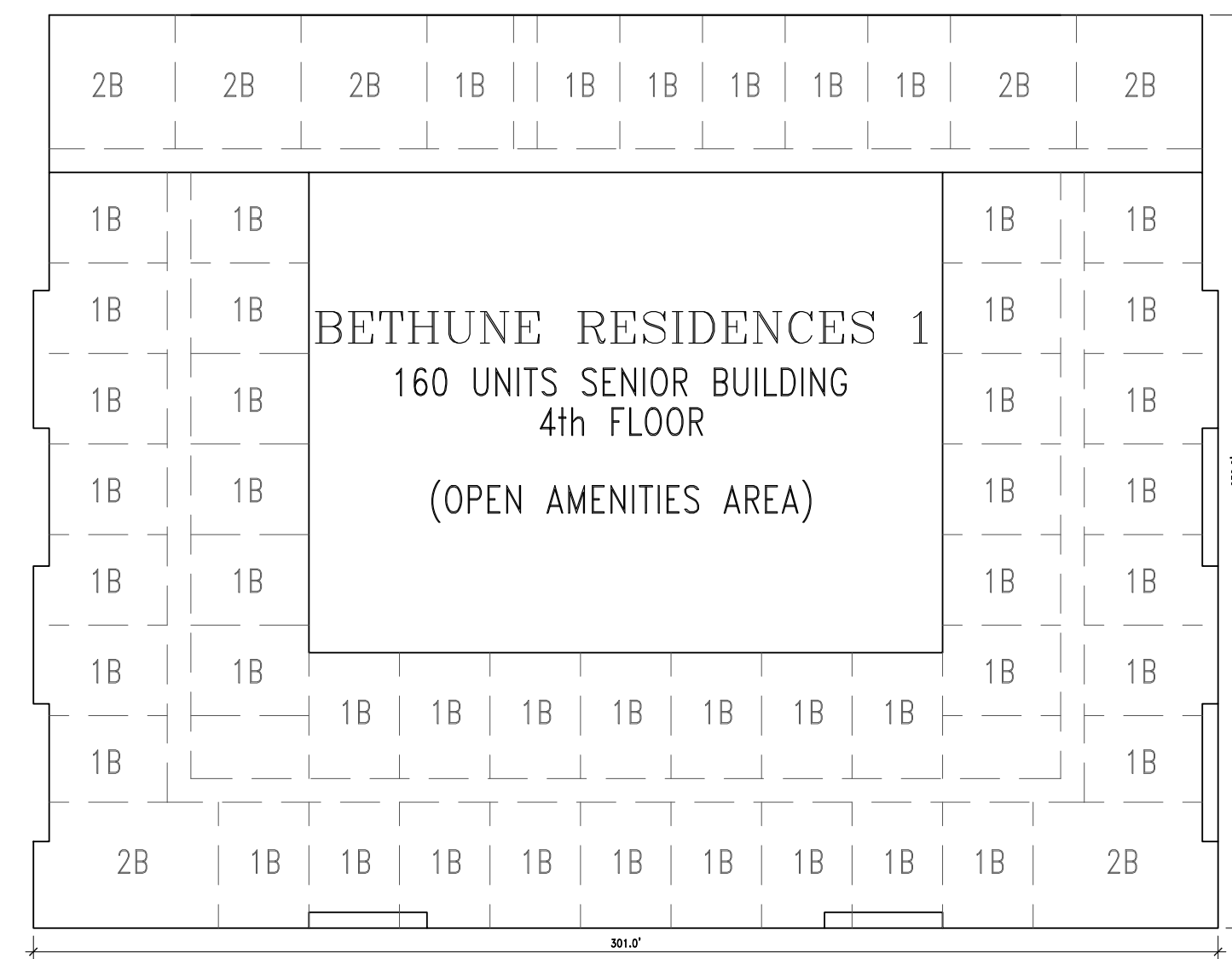
TAMPA HOUSING AUTHORITY  
5301 W. CYPRESS STREET  
TAMPA, FL 33607

PROPOSED WEST RIVER RFA 2015-107  
AREA BOUNDED BY ROME & WILLOW AVS, GREEN & CHESNUT STS  
TAMPA, FL 33607  
SITE PLAN

|           |
|-----------|
| revisions |
|-----------|

project no: 2015-08  
scale: as shown  
date: 11/02/2015  
drawn by: mew

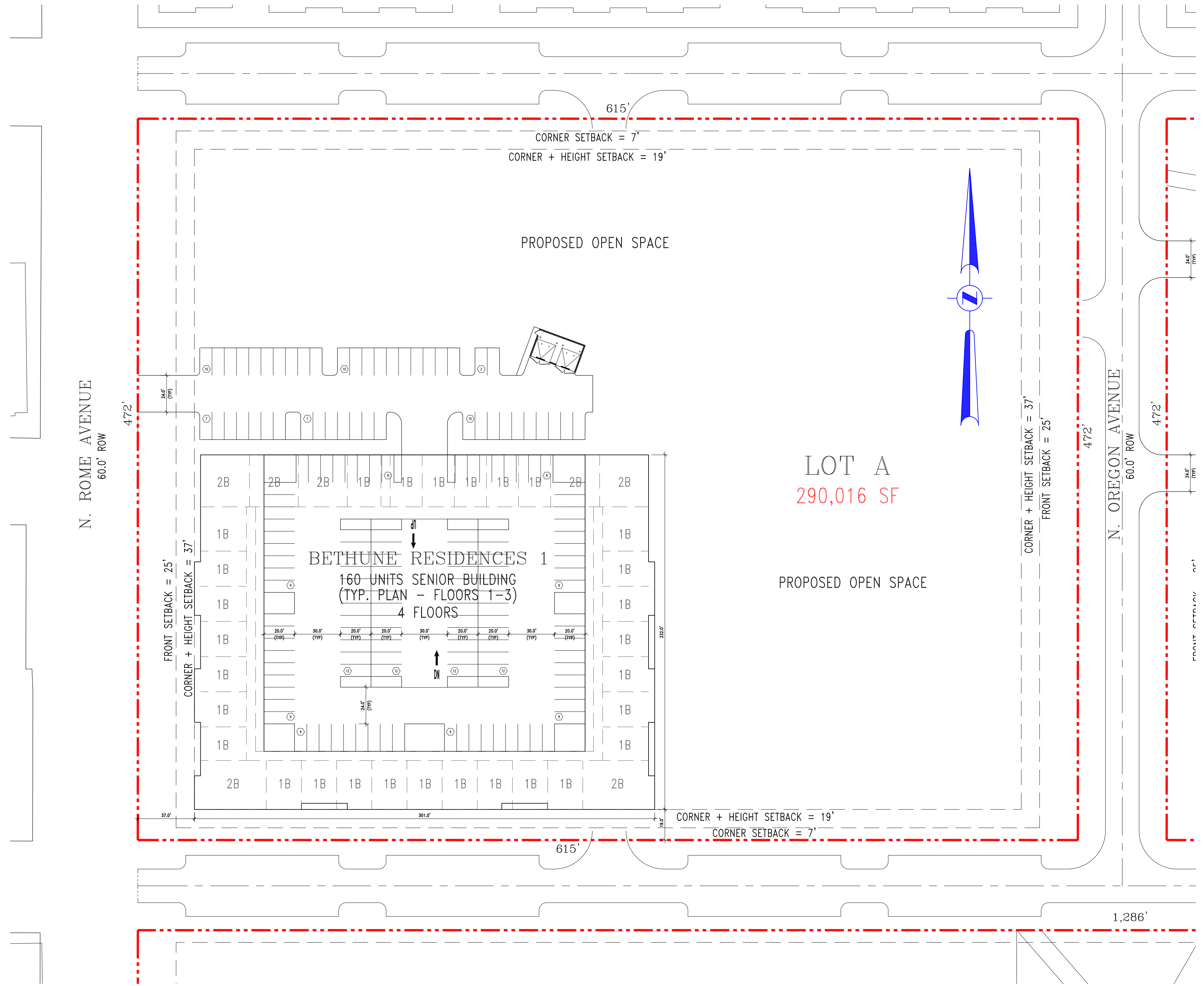
**C2**  
sheet



**PROPOSED 4th FLOOR PLAN - LOT A  
TAMPA HOUSING AUTHORITY**

SCALE: 1" = 40.0'

2  
C3



**PROPOSED SITE PLAN - LOT A  
TAMPA HOUSING AUTHORITY**

SCALE: 1" = 40.0'

1  
C3

project no: 2015-08  
scale: as shown  
date: 11/02/2015  
drawn by: mew

| revisions |
|-----------|
|           |
|           |
|           |
|           |

PROPOSED WEST RIVER RFA 2015-107  
AREA BOUNDED BY ROME & WILLOW AVS, GREEN & CHESNUT STS  
TAMPA, FL 33607  
SITE PLAN

TAMPA HOUSING AUTHORITY  
5301 W. CYPRESS STREET  
TAMPA, FL 33607

DATE: 11/02/2015  
STATE OF FLORIDA

**wallace + perdomo, inc.**  
predevelopment • planning • urban design

**wp**

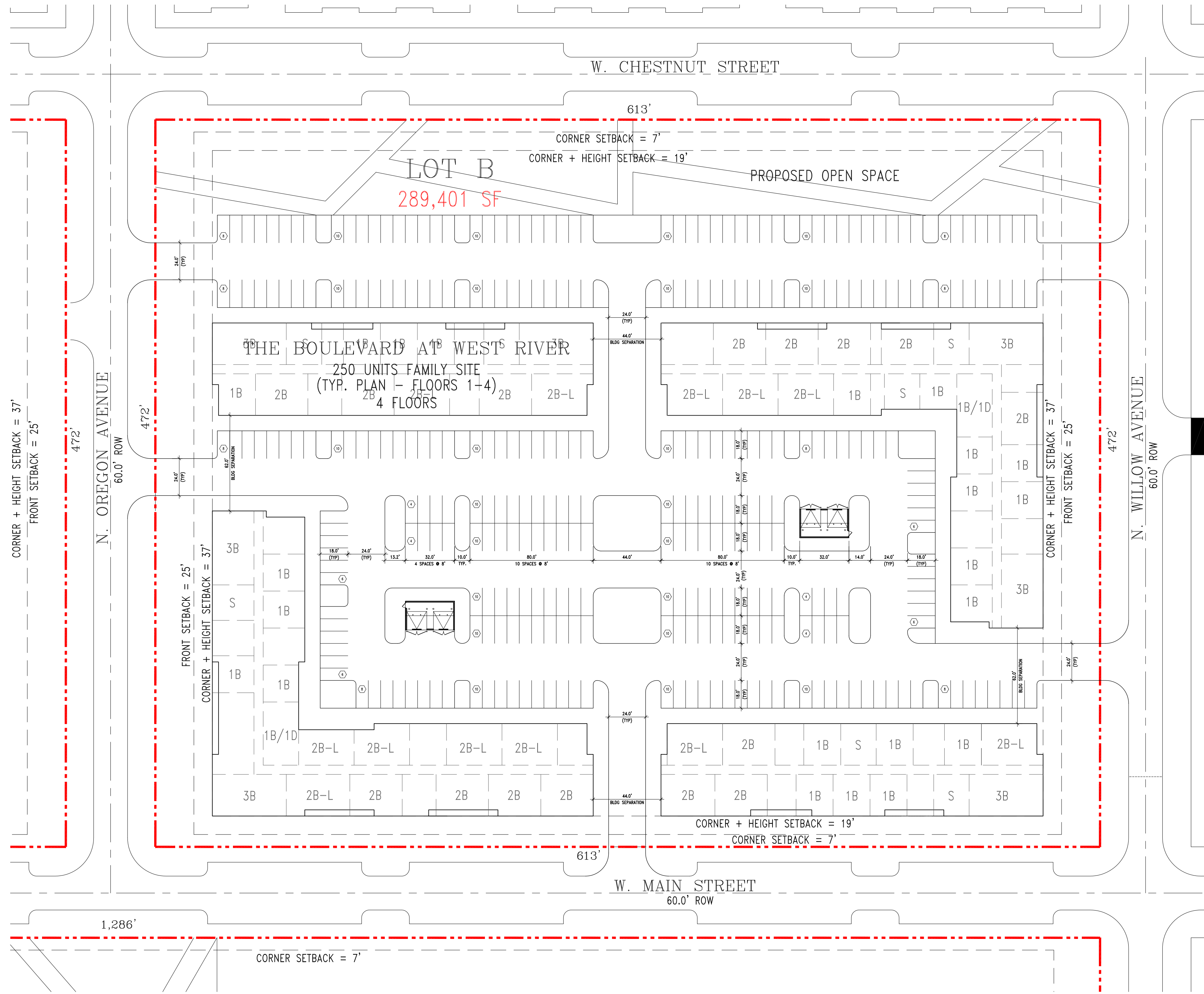
305.446.2302 p • 305.446.2342 f

33134

coral gables, florida

902 roderigo avenue

**C3**  
sheet



**PROPOSED SITE PLAN - LOT B**  
**TAMPA HOUSING AUTHORITY**

SCALE: 1" = 40.0'

project no: 2015-08  
 scale: as shown  
 date: 11/02/2015  
 drawn by: mew

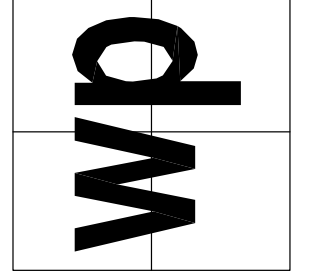
| revisions |
|-----------|
|           |
|           |
|           |
|           |
|           |

PROPOSED WEST RIVER RFA 2015-107  
 AREA BOUNDED BY ROME & WILLOW AVS, GREEN & CHESTNUT STS  
 TAMPA, FL 33607  
 SITE PLAN

TAMPA HOUSING AUTHORITY  
 5301 W. CYPRESS STREET  
 TAMPA, FL 33607

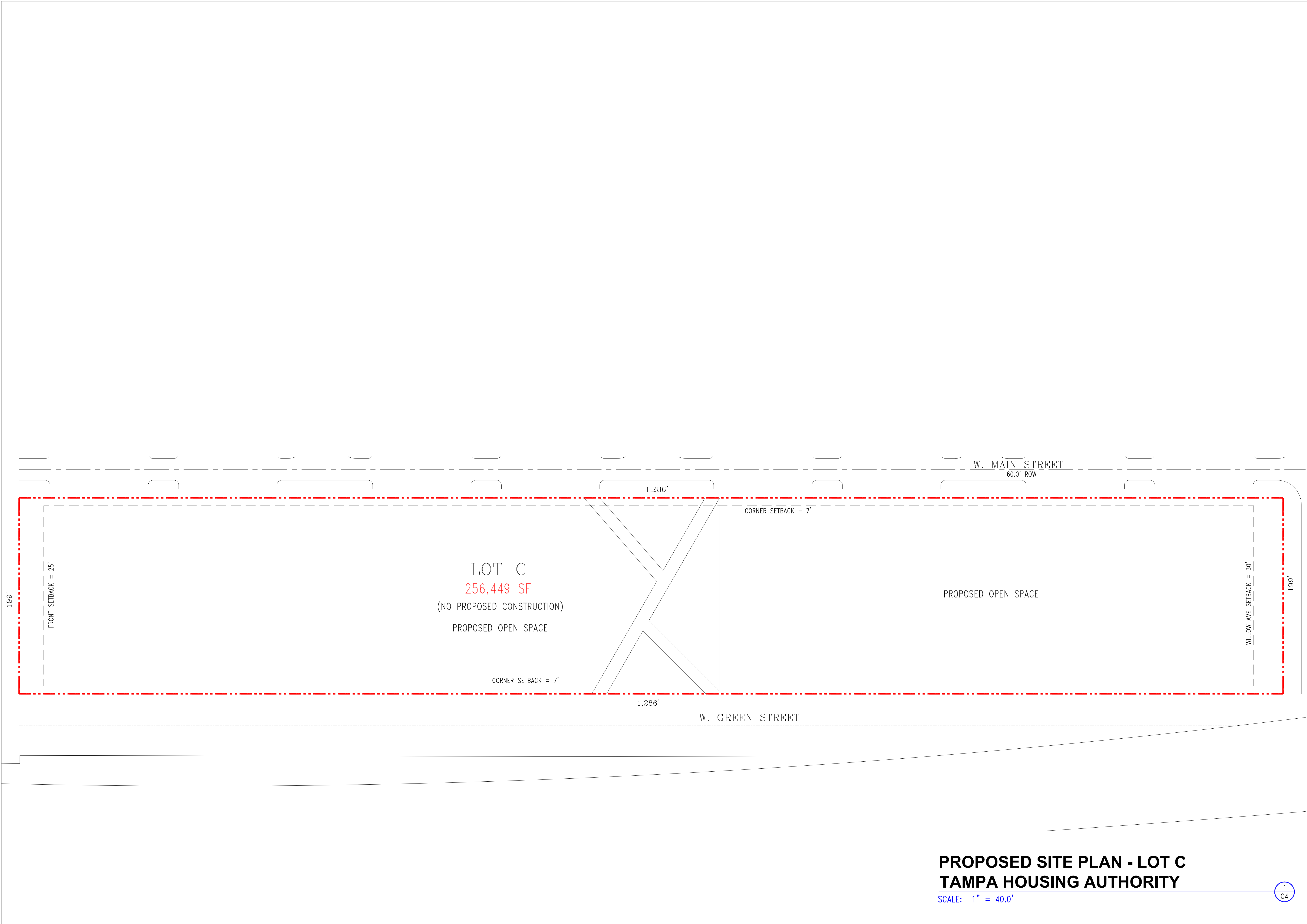
DATE: 11/02/2015  
 DRAWN BY: mew

**wallace + perdomo, inc.**  
 predevelopment • planning • urban design



902 roderigo avenue • coral gables, florida • 33134 • 305.446.2302 p • 305.446.2342 f





**PROPOSED SITE PLAN - LOT C**  
**TAMPA HOUSING AUTHORITY**

SCALE: 1" = 40.0'

1  
C4

project no: 2015-08  
scale: as shown  
date: 11/02/2015  
drawn by: mew

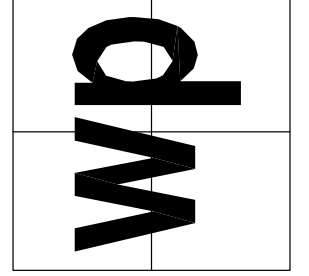
| revisions |
|-----------|
|           |
|           |
|           |
|           |
|           |

PROPOSED WEST RIVER RFA 2015-107  
AREA BOUNDED BY ROME & WILLOW AVS, GREEN & CHESNUT STS  
TAMPA, FL 33607  
SITE PLAN

TAMPA HOUSING AUTHORITY  
5301 W. CYPRESS STREET  
TAMPA, FL 33607

33134  
State of Florida

**wallace + perdomo, inc.**  
predevelopment • planning • urban design



305.446.2302 p • 305.446.2342 f

33134

coral gables, florida

902 roderigo avenue

revisions

project no: 2015-08  
scale: as shown  
date: 11/02/2015  
drawn by: mew

**C5**  
sheet

Declaration of Trust

Public Housing Modernization  
Grant Projects

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

O.R.  
BOOK

6459 PAGE

29

77'9

Whereas, (1, see instructions) THE HOUSING AUTHORITY OF THE CITY OF TAMPA

herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) STATE OF FLORIDA and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (3) JULY 8, 1987, herein called a certain Annual Contributions Contract and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (4) 19 (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

Whereas, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) THE CITY OF TAMPA, COUNTY OF HILLSBOROUGH, STATE OF FLORIDA which will provide approximately (6) 4,460 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) FL29P003917-Z and individual projects as follows:  
Project No. (8) FL29P003001 with approximately 534 dwelling units,  
Project No. (8) FL29P003002 with approximately 370 dwelling units, and  
Project No. (8) FL29P003003 with approximately 328 dwelling units; and  
FL29P003004 500

CONTINUED ON BACK

Whereas, the modernization of each Project will have been financed with grant assistance provided by HUD. Now Therefore, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9) THE CITY OF TAMPA, COUNTY OF HILLSBOROUGH, STATE OF FLORIDA

Insert legal description for each individual project. (10)

SEE EXHIBIT A

The Housing Authority of  
City of Tampa  
1514 Lincoln St, Tampa FL 33604

To Wit:  
RICHARD AKE  
CLERK OF DISTRICT COURT  
HILLSBOROUGH COUNTY

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property. To Wit:

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period, during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

In Witness Whereof, the PHA by its officers therunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 22nd day of November 19 91

(Seal)

(1) THE HOUSING AUTHORITY OF THE CITY OF TAMPA

*[Signature]*  
Attest: Secretary

By: *[Signature]* Chairperson

Form HUD-62190-B (3/80)  
Real Handbook 7485.1

DEC 12 AM 10 34

91252674

EXHIBIT  
S



CONTINUED FROM FRONT

|             |      |     |       |
|-------------|------|-----|-------|
| FL29P003005 | with | 380 | units |
| FL29P003007 |      | 100 |       |
| FL29P003008 |      | 436 |       |
| FL29P003009 |      | 500 |       |
| FL29P003010 |      | 400 |       |

O.R.  
BOOK# 6459 PAGE 30

|             |  |     |
|-------------|--|-----|
| FL29P003017 |  | 30  |
| FL29P003019 |  | 56  |
| FL29P003022 |  | 438 |
| FL29P003025 |  | 438 |

Tax Folio No.

Legal Description

178296

North Boulevard Homes & Mary Bethune Hi-Rise

Lots 11 to 20 inclusive, Block 1; all of Block 2 and Lots 1 to 12 inclusive; Block 3, D. F. Jacks addition to West Tampa Sub-division; Plat Book 1, Page 74 and Lots 1 to 12 inclusive; Block 2 and all of Block 3; Phillip Collins addition to West Tampa Subdivision, Plat Book 1, Page 60; and closed street abutting on south side of Block 2, D. F. Jacks addition to West Tampa.

179047

Lot 9, Block 19 revised map of Mac Farlane addition to West  
S T R  
Tampa, as recorded in Plat Book 3, Page 30. (11-29-18)

178261

G. B. Bouton and Company's addition to West Tampa Subdivision  
Block 1, 4, 5 and 8 as recorded in Platt Book 1, page 63 (S14-T29-R18)

## PROJECT FLA-3-1B

Beginning at the half-mile corner on the East boundary of Section 11, Township 29 South, Range 18 East, running thence West 2006.95 feet, thence South 796 feet, thence East 2006.95 feet, thence North 796 feet to point of beginning.

## PROJECT FLA-3-2

Beginning at a point 662.5 feet West of the Northeast corner of the SE $\frac{1}{4}$  of Section 7, Township 29 South, Range 19 East, running thence West 1513.75 feet, thence South 7 deg. 04 min. 30 sec. East 131.68 feet, thence North 89 deg. 56 min. 30 sec. East 152.92 feet, thence North 0 deg. 33 min. 30 sec. West 18.06 feet, thence North 89 deg. 33 min. 30 sec. East 165 feet, thence South 0 deg. 31 min. East 253.6 feet, thence East 995.58 feet, thence North 0 deg. 10 min. 30 sec. West 665.58 feet to a point of beginning. (In this description, the North boundary of the SE $\frac{1}{4}$  of the said Section 7 is assumed to be a true East and West line.)

## PROJECT FLA-3-3

Beginning at the Northwest corner of the SE $\frac{1}{4}$  of Section 25, Township 28 South, Range 18 East, running thence East 1326.66 feet, thence South 7 deg. 16 min. East 667.5 feet, thence West 1327.85 feet, thence North 0 deg. 19 min. 24 sec. West 662.5 feet to point of beginning. (In this description, the North boundary of the SE $\frac{1}{4}$  of said Section 25 is assumed to be a true East and West line.)

## LESS AND EXCEPTED THE FOLLOWING:

Beginning at a point at the intersection of the interior lines of a concrete sidewalk running along the northerly side of Patterson Street and a concrete sidewalk running along the easterly side of Florida Avenue, thence running in a northerly direction along the interior line of the sidewalk running along Florida Avenue, a distance of 95 feet to the interior side of a concrete walk running easterly, thence along a southerly side of said concrete walk in an easterly direction a distance of 195 feet to the westerly side of a sidewalk running in a southerly direction, thence in a southerly direction along the interior side of said concrete walk, a distance of 95 feet to a point on the interior side of a sidewalk on the northerly side of Patterson Street, thence in a westerly direction along the northerly side of said walk to the point of beginning. Being the South 66.7 feet of Lot 10; all of Lot 11; and that part of Lot 12 described as follows: Beginning at the Southwest corner of Lot 12, running thence North along the east boundary of Lot 12, 66.7 feet, thence easterly parallel with the southern boundary of said Lot 12, 23.97 feet, thence South in a straight southerly line 66.7 feet to a point on the South boundary of said Lot 12, thence westerly along the South boundary of Lot 12, 23.97 feet to a point of beginning. Also, the South 66.7 feet of an alley lying between Lots 13, 11 and 12, being all in Block 3, Avon Springs Sub-division, as recorded in Plat Book 3, Page 31, Public Records of Hillsborough County, Florida. Also the North 28.3 feet of Patterson Street lying immediately South and adjacent to the above-described property. Being a tract 95 feet North and South by 195 feet East and West; and

Beginning at a point at the southeasterly intersection of the interior line of a concrete sidewalk running along the northerly line of Patterson Street and a concrete sidewalk running along the westerly side of Central Avenue, thence running in a northerly direction parallel with Central Avenue, a distance of 95 feet to a point where said line intersects with the concrete sidewalk running in a westerly direction, thence along the southerly side of said concrete walk in a westerly direction, a distance of 195 feet to a point where said line intersects with a concrete walk running in a southerly direction, thence in a southerly direction 95 feet to a point where said line connects with the interior line of the sidewalk running along the northerly side of Patterson Street, thence in an easterly direction 195 feet to a point of beginning. Being the South 66.7 feet of the East 15 feet of Lot 14; the South 16.7 feet of Lot 16; all of Lot 17; and the South 66.7 feet of an alley lying between Lots 16, 17 and 14, all being in Block 1, Avon Springs Sub-division, as recorded in Plat Book 3, Page 31, Public Records of Hillsborough County, Florida. Also the North 28.3 feet of Patterson Street lying immediately South and adjacent to the above-described property. Being a tract 95 feet North and South by 195 feet East and West.

TRACT 1. Beginning at a point which is 30.4 feet South and 25.0 feet West of the Northeast Corner of the Southeast Quarter of Section 7, Township 29 South, Range 19 East, Hillsborough County, Florida, which Point is the Northeast Corner of Lot 7, Block 1 of Chamberlain Subdivision according to map or plat thereof recorded in Plat Book 1, pages 14 & 19 (Lot numbers according to page 19), public records of Hillsborough County, Florida; from said Point of Beginning run South 82 degrees 31 minutes West 610.0 feet; thence South 858.0 feet; thence North 89 degrees 31 minutes East 610.0 feet; thence North 858.0 feet to a Point of Beginning. Otherwise described as: All of Blocks 1, 2, 3, 4, 5 and 6 of Chamberlain Subdivision according to map or plat thereof recorded in Plat Book 1, Page 19, public records of Hillsborough County, Florida.

D.B.  
BOOK 6459 PAGE 33

TRACT 2. Beginning at a Point which is 25.0 feet West and 22.04 feet North of the Southeast corner of Northeast quarter of Section 7, Township 29 South, Range 19 East Hillsborough County, Florida, which Point is the Southeast corner of Lot 9, Block 24 of Ross & Randall's Subdivision according to map or plat thereof recorded in Plat Book 1, Page 31, public records of Hillsborough County, Florida; from said point of Beginning run South 89 degrees 45.5 minutes West 610.0 feet; thence North 168.0 feet; thence North 89 degrees 45.5 minutes East 170.0 feet; thence North 112.0 feet; thence North 89 degrees, 45.5 minutes East 440.0 feet; thence South 280.0 feet to the Point of Beginning. Otherwise described as Lots 5, 6, 7, 8, 9 and 10 of block 22, and all of Blocks 23 and 24 of Ross and Randall's Subdivision according to map or plat thereof recorded in Plat Book 1, Page 31, public records of Hillsborough County, Florida.

TRACT 3. Beginning at the Southeast corner of Lot 5, Block 5, of A. Ross Subdivision according to map or plat thereof recorded in Plat Book 1, Page 87, public records of Hillsborough County, Florida, and run thence North 20 minutes, West 230.0 feet; thence South 89 degrees 50 minutes West 135.0 feet; thence South 20 minutes East 18.09 feet; thence North 89 degrees 45.5 minutes West 332.86 feet; thence South 19 minutes West 210.0 feet; thence South 89 degrees 45.5 minutes East 335.24 feet; thence south 20 minutes East 1.9 feet; thence North 89 degrees 50 minutes East 135.0 feet to the Point of Beginning. Otherwise described as: The South 5.0 feet of Lot 1 and all of Lots 2, 3, 4, and 5 of A. Ross Subdivision according to map or plat thereof recorded in Plat Book 1, Page 87, public records of Hillsborough County, Florida; also Lots 9, 10, 11, 12, Block 1 and Lots 9, 10, 11, 12, 13, 14, 15 and 16, Block 2 of La Carbayera Subdivision according to map or plat thereof recorded in Plat Book 4, Page 11, public records of Hillsborough County, Florida.

TRACT 4. Beginning at the Northeast corner of Block 1 of Dooker & Fernandez Subdivision of North Ybor, according to map or plat thereof recorded in Plat Book 1, Page 75, public records of Hillsborough County, Florida and run thence North 89 degrees 52.5 minutes West 610.0 feet; thence south 14.5 minutes West 165.0 feet; thence South 89 degrees 52.5 minutes East 620 feet; thence North 14.5 minutes East 165.0 feet to Point of Beginning. Otherwise described as: All of Blocks 1 and 2 of Dooker & Fernandez Subdivision of North Ybor, according to map or plat thereof recorded in Plat Book 1, Page 75, public records of Hillsborough County, Florida.

TRACT 5. Beginning at the Southeast corner of Block 20 of Ross & Randall's Subdivision according to plat or map thereof recorded in Plat Book 1, Page 31, public records of Hillsborough County, Florida and run thence 89 degrees 43.5 minutes West 390.0 feet; thence North 10.8 minutes East 610.0 feet; thence South 89 degrees 43.5 minutes East 170.0 feet; thence South 16.8 minutes West 330.0 feet; thence south 89 degrees 43.5 minutes East 220.0 feet; thence South 16.8 minutes West 280.0 feet to the Point of Beginning. Otherwise described as: All of Blocks 18, 19 and 20 of Ross & Randall's Subdivision according to map or plat thereof recorded in Plat Book 1, Page 31, public records of Hillsborough County, Florida.

TRACT 6. Beginning at the Southwest corner of Lot 5, Block 4, of Morse's Addition to North Ybor, according to map or plat thereof recorded in Plat Book 2, Page 5, public records of Hillsborough County, Florida, and run thence South 89 degrees 43.5 minutes East 300.0 feet; thence North 16.8 minutes East 378.0 feet; thence North 89 degrees 43.5 minutes West 300.0 feet; thence South 16.8 minutes West 378.0 feet to Point of Beginning. Otherwise described as follows: Lots, 3, 4 and 5 of Block 4 of Morse's Addition to North Ybor, according to plat or map thereof recorded in Plat Book 2, Page 5, public records of Hillsborough County, Florida.

PROJECT FL29P003008

O.R. BOOK 6459 PAGE 34

TRACT 1. Beginning at a point 15.2 feet North and 18.6 feet West of the Southwest corner of Northwest quarter of Northeast quarter of Section 12, Township 29 South, Range 18 East, said point being the Southeast corner of Lot 12, Block 3 of Young's Subdivision, Plat Book 4, Page 13; from said Point of Beginning run North 19.1 minutes West 300 feet to the Northeast corner of Lot 7, Block 3 of said Young's Subdivision; thence North 7 degrees 56.4 minutes West 34.03 feet to a point 25 feet West of the Southeast corner of the South 210 feet of the East 210 feet of North 1/2 of South 1/2 of Northwest quarter of Northeast quarter Section 12-29-18; thence North 427.0 feet to the Northeast corner of Lot 1, Block 7 of Good's Addition to Tampa, Plat Book 7, Page 45; thence South 59 degrees 58.9 minutes West 1019.20 feet to the Northwest corner of Lot 3, Block 9 of said Good's Addition; thence South 07.5 minutes East 101.0 feet to the Southwest corner of said Lot 3, Block 9 of Good's Addition thence North 89 degrees 58.9 minutes East 38.23 feet; thence South 05.7 minutes East along a line filed by the west boundary of Lot 3 of Blue Moon Court Subdivision, Plat Book 26, Page 65, a distance of 252.33 feet; thence South 89 degrees 45.1 minutes West 166.0 feet to a point 424.0 feet North and 160.0 feet East of the Southwest corner of Northwest quarter of Northeast quarter of Section 12-29-18; thence South 01.9 minutes West 94.0 feet; thence South 89 degrees 51.6 minutes West 35.0 feet to the Northwest corner of Lot 12, Block 1 of Mount Carmel Subdivision, Plat Book 8, Page 57; thence South 06.4 minutes East 80.0 feet to the Southwest corner of said Lot 12, Block 1 of Mount Carmel Subdivision; thence North 89 degrees 51.4 minutes East 18.0 feet; thence South 06.4 minutes East 240.0 feet to the Southwest corner of Lot 12, Block 2 of said Mount Carmel Subdivision; thence North 89 degrees 50.5 minutes East 517.0 feet to the Southeast corner of Lot 3, Bears Subdivision, Plat Book 9, Page 25; thence North 80 degrees 44.5 minutes East 32.25 feet to the Southwest corner of Lot 1, Block 1 of Young's Subdivision, Plat Book 4, Page 13; thence North 89 degrees 49.4 minutes East 620.0 feet to the Point of Beginning.

TRACT 2. Beginning at a point 10.0 feet South and 25.0 feet West of the Northeast corner of the Southwest quarter of Northeast quarter of Section 12, Township 29 South, Range 18 East, Hillsborough County, Florida, the said point being the Northwest corner of Lot 1 of M. G. Chancey Subdivision, Plat Book 9, Page 51, from said P.O.B. run South 0 degrees 03.6 minutes West 628.90 feet to the Northeast corner of Lot 1, Block 3 of revised map of Villa Bonaventure Subdivision, Plat Book 25, Page 53; public records of Hillsborough County, Florida; thence run South 89 degrees 42.8 minutes West 110.0 feet along the North boundary of said Lot 1, Block 3 of revised map of Villa Bonaventure Subdivision; run thence North 0 degrees 03.6 minutes East 50.0 feet; thence South 89 degrees 42.8 minutes West 100.3 feet; thence South 0 degrees 03.6 minutes West 50.0 feet to the Northwest corner of Lot 6, Block 3 of Villa Bonaventure Subdivision; thence South 89 degrees 42.8 minutes West 50.0 feet to the Northeast corner of Lot 1, Block 4 of said Villa Bonaventure Subdivision; thence South 0 degrees 01.4 minutes East 226.05 feet along the East boundary of Lot 3, Block 4; thence Southwesterly on a curve of 15 feet radius to a point on the South boundary of said Lot 3, Block 4; thence South 89 degrees 43.6 minutes West 233.82 feet to the Southwest corner of Lot 6, Block 4; thence South 71 degrees 15.4 minutes West 20.45 feet to a point 110.0 feet East and 210.0 feet South of the Northwest corner of the Southeast quarter of Southwest quarter of Northeast quarter of Section 12-19-18; thence South 89 degrees 59.1 minutes West 109.10 feet; thence North 0 degrees 07.8 minutes West along the West boundary of East 1/2 of Southwest quarter of Northeast quarter of said Section 12 a distance of 857.27 feet to a point 20.0 feet southerly from the Northeast corner of the Northwest quarter of Southwest quarter of said Section 12; thence North 89 degrees 49.4 minutes East 466.50 feet to the West boundary of Lot 6 of M. G. Chancey Subdivision, Plat Book 9, Page 51; thence North 0 degrees 11.0 minutes West 10.0 feet to the Northwest corner of said Lot 6; thence North 89 degrees 49.4 minutes East 175.0 feet to the Point of Beginning.

Project No. FL-003-019

Lots 6 and 7, Block 3, Bungalow City, according to map or plat thereof, as recorded in Plat Book 8, page 49, public records of Hillsborough County, Florida.

17. No VTY; Tract 15-A, less the North 300 feet thereof, People Terrace in Section 25, Township 29 South, Range 18 East, according to Plat Book 25 on page 66 of the Public Records of Hillsborough County, Florida.

TAMPA HOUSING AUTHORITY

FL-003-022A

TOM DYER HOMES

LEGAL DESCRIPTION

O.R. BOOK 6459 PAGE 35

Tax Folio Number: 161146. All of Lots 1 - 4 inclusive of Replat of Block 12 of Avon Springs, as recorded in Plat Book 12, Page 33. And duplexes on East Broad Street, Lots 1 - 8, inclusive, Block 12, Avon Springs as recorded in Plat Book 7, Page 36, Hillsborough County.

Tax Folio Number: 161359. Replat of Block 12 of Avon Springs, Lots 1 - 4 inclusive as recorded in Plat Book 12, Page 33, records of Hillsborough County.

FL-003-022

MAINTENANCE FACILITY

LEGAL DESCRIPTION

Lots 1, 2, 23 and 24, Block 15 and that portion of closed alley lying between said Lots 1 and 2 and Lots 23 and 24, Block 15 of Revised Map of MacFarlane's Addition to West Tampa as per map or plat thereof recorded in Plat Book 3, Page 30 of the Public Records of Hillsborough County, Florida.

Lots 3, Block 15, Revised Map of MacFarlane's Addition to West Tampa, according to map or plat thereof, as recorded in Plat Book 3, Page 30 of the Public Records of Hillsborough County, Florida.

PROJECT FL-003-025A

BAY CEIA

LEGAL DESCRIPTION

C.R. BOOK 6459 PAGE 36

Lots 1 and 4, Block 3, Urbanrest, according to the map or plat thereof as recorded in Plat Book 2, Page 1 and the West 160.0 feet of the South 100.0 feet of Lot 11, Plan of Hawley's Subdivision, according to the map or plat thereof recorded in Deed Book "K", page 275, all of the Public Records of Hillsborough County, Florida, LESS THAT PART IN USE AS RIGHT OF WAY FOR MACDILL AVENUE.

PROJECT FL-003-025B

CUTLASS APMS

LEGAL DESCRIPTION

All of Tract 2 and the South 220 feet of Tract 3 of Guernsey Estates Subdivision, according to map or plat thereof recorded in Plat Book 32 on page 15 of the public records of Hillsborough County, Florida.

PROJECT FL-003-25C

PARKVIEW APTS.

LEGAL DESCRIPTION

That part of Lots 43, 44 and 45 of The Riviera Subdivision, as per map or plat hereof recorded in Plat Book 26 on page 45 of the public records of Hillsborough County, Florida, being more particularly described as follows:

A parcel of land in the NE $\frac{1}{4}$  of Section 35, Township 28 South Range 18 East, Hillsborough County, Florida, being more particularly described as follows: Commence at the Northwest corner or the NE $\frac{1}{4}$  of said Section 35, thence South (assumed bearing) along the West boundary of the NE $\frac{1}{4}$  of Section 35, a distance of 30.00 feet to a point of intersection with a westerly projection of the South right of way boundary of Sligh Avenue; thence East along the South right of way boundary of Sligh Avenue and said westerly projection thereof, a distance of 1030.00 feet (plat) for a Point of Beginning; thence continue East, along said South right of way boundary of Sligh Avenue, a distance of 300.00 feet; then S. 00°00'04"E., a distance of 436.00 ft.; thence South 89°55'07" W., a distance of 200.40 ft. (field); thence N. 00°94'23" E., a distance of 70.00 ft. thence N. 89°52'02"W., a distance of 100.00 ft.; thence N. 00°02'19" E., a distance of 366.25 ft. (field) to the Point of Beginning, all lying and being in Hillsborough County, Florida.



TRACT 1. From the Northeast corner Section 7, Township 29 South, Range 19, East, of the Tallahassee Meridian, run South 2 degrees 5 minutes East with the East line of Section 7, a distance of 1360.00 feet; thence South 88 degrees 5 minutes 30 seconds West a distance of 25 feet and to the West line of 22nd Street; for a point of beginning; thence South 2 degrees 5 minutes East with the West line of 22nd Street a distance of 950 feet and to the North line of 27th Avenue; thence South 88 degrees 5 minutes 30 seconds West with the North line of 27th Avenue a distance of 440.0 feet, and to the West line of Hattie Street; thence South 2 degrees 5 minutes East with the West line of Hattie Street, a distance of 162.00 feet; thence South 88 degrees 5 minutes 30 seconds West a distance of 220.00 feet and to the West line of 20th Street; thence South 2 degrees 5 minutes East with the West line of 20th Street a distance of 168.00 feet and to the North line of 26th Avenue; thence South 88 degrees 5 minutes 30 seconds West with the North line of 26th Avenue a distance of 170.00 feet and to the East line of 19th Street; thence North 2 degrees 5 minutes West with the East line of 19th Street a distance of 330.0 feet and to the North line of 27th Avenue; thence South 88 degrees 5 minutes 30 seconds West with the North line of 27th Avenue a distance of 220.00 feet and to the East line of Sarah Street; thence North 2 degrees 5 minutes West with the East line of Sarah Street a distance of 620.00 feet and to the South line of 29th Avenue; thence North 88 degrees 5 minutes 30 seconds East along the South line of 29th Avenue; a distance of 220.00 feet, and to the East line of 19th Street; thence North 2 degrees 5 minutes West with the East line of 19th Street a distance of 330.00 feet and to the South line of East Lake Avenue (30th Avenue); thence North 88 degrees 5 minutes 30 seconds East along the South line of East Lake Avenue; a distance of 830.00 feet and to the point of beginning. (Less and excepted existing easements and dedications for utilities and rights-of-way).

PROJECT FL29P003007

From the Northeast corner of Section 7, Township 29 South, Range 19 East, Tallahassee Meridian, run South 2 degrees 5 minutes East along the East boundary of said Section 7 for 1037.35 feet; run thence South 87 degrees 59 minutes West 35 feet for a Point of Beginning; thence continue on line South 87 degrees 59 minutes West for 816.00 feet; thence South 2 degrees 18 minutes East for 263.00 feet; thence North 87 degrees 59 minutes East for 817.00 feet; thence North 2 degrees 5 minutes West for 263.00 feet to the Point of Beginning.

LEGAL DESCRIPTION: PROJECT NO. 714-3-9

beginning at the Northeast corner of Lot 4, Block 2, HARVIE AND SPENCER Subdivision as recorded in Plat Book 3, Page 47, Public Records of Hillsborough County, Florida, which point is 25 feet east and 117 1/2 feet South of the Northeast corner of Gov. Lot 6, Sec. 13, Township 29 South, Range 19 East, Tallahassee Meridian; thence South 0 degrees 05 minutes 50.8 feet; thence South 89 degrees 40 minutes East 122 feet; thence South 90 feet; thence South 89 degrees 40 minutes East 105 feet; thence South 77.5 feet; thence South 89 degrees 40 minutes East 102.5 feet; thence South 25-75 feet; thence South 89 degrees 40 minutes East 107.5 feet; thence South 27.5 feet; thence South 89 degrees 40 minutes East 150 feet; thence South 25 feet; thence North 89 degrees 40 minutes East 211.9 feet; thence North 110 feet; thence North 89 degrees 40 minutes East 274.6 feet; thence North 105 feet; thence North 89 degrees 40 minutes East 126 feet; thence North 107 feet; thence North 89 degrees 40 minutes East 15 feet; thence North 18 feet; thence South 89 degrees 40 minutes East 12.4 feet; thence South 18 feet; thence South 89 degrees

40 minutes West 14.81 feet; thence North 164.1 feet; thence South 89 degrees 40 minutes West 13.75 feet; thence North 65.4 feet; thence South 89 degrees 40 minutes West 3 feet; thence North 78.58 feet; thence North 89 degrees 40 minutes East 0.6 feet; thence North 71.9 feet; thence North 89 degrees 40 minutes East 42.8 feet; thence North 118 feet; thence South 89 degrees 40 minutes West 21 feet; thence North 73 feet; thence North 89 degrees 40 minutes East 8 feet; thence North 151 feet; thence North 89 degrees 40 minutes East 10 seconds East 135 feet; thence South 8 degrees 01 minutes East 155.3 feet; thence South 89 degrees 40 minutes West 36 feet; thence South 0 degrees 01 minutes East 109.3 feet; thence North 89 degrees 40 minutes East 96 feet; thence South 0 degrees 01 minutes East 40 feet; thence North 89 degrees 40 minutes East 841.2 feet to the point of beginning. All being in Gov. Lot 6, Sec. 13, Township 29 South, Range 19 East, Hillsborough County, Florida. (The above description does not include Parcels 22, 117, 205, 211 and 212 respectively, but were included in the revised property line map dated January 29, 1952.)

Having and excepting from the above described property the following described property:

The West 1/4 of the North 1/2 of Lot 5 of E. Mitchell's Subdivision as per map of plat thereof recorded in Plat Book 3, Page 9 of the Public Records of Hillsborough County, Florida. Lot 16 of W. L. Mitchell's Subdivision as per map of plat thereof recorded in Plat Book 3, Page 47 of the Public Records of Hillsborough County, Florida. Lots 12, 13, 14, 15 and 16 of Block 2 of the Harvie and Spencer Subdivision as per map of plat thereof recorded in Plat Book 3, Page 47 of the Public Records of Hillsborough County, Florida.

Also excepting from the above described property all utility and other easements shown on any plat or map of record adopted by the City of Tampa.



**Declaration of Trust**  
(Public Housing Modernization  
Grant Projects)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OFF. REC: 6855P1816



THE HOUSING AUTHORITY OF THE CITY OF TAMPA

Whereas, (1, see instructions) (herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) STATE OF FLORIDA, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (3) 07-08-87, 19 (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (4) 19 (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

Whereas, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) TAMPA, FLORIDA which will provide approximately (6) 4,197 dwelling units; and which lower income housing projects are known as Modernization Project No. (7) FL29P003-918Z and individual projects as follows:  
Project No. (8) FL29P003-001 with approximately 534 dwelling units,  
Project No. (8) FL29P003-002 with approximately 320 dwelling units, and  
Project No. (8) FL29P003-003 with approximately 328 dwelling units; and

CONTINUED ON  
PAGE 2

Whereas, the modernization of each Project will have been financed with grant assistance provided by HUD.  
Now Therefore, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9) TAMPA, FLORIDA To Wit:

(Insert legal description for each individual project. )(10)

ATTACHED ON PAGE 2

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

REC JAN 15 AM 10 58  
93010129

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, To Wit:

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

In Witness Whereof, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 17th day of December, 1992.

(Seal) THE HOUSING AUTHORITY OF THE CITY OF TAMPA  
Attest: [Signature] Secretary  
[Signature] Chairperson

PAGE 1 OF 2

form HUD-52190-B (3/50)  
ref Handbook 7485

Prepared by and return to:  
Gerald R. Wright, Chief Counsel  
U.S. Dept. of HUD  
325 W. Adams St.  
Jacksonville, FL 32202  
Florida Bar No. 0098413

OFF.  
REC: 6855PM1817

| PROJECT NO.  | WITH NO. UNITS | LEGAL DESCRIPTION PREVIOUSLY RECORDED<br>AT |
|--------------|----------------|---|
| FL29P003-010 | 400            | Legal description attached<br>on Exhibit A  |
| FL29P003-013 | 195            | Legal description attached<br>on Exhibit A  |
| FL29P003-015 | 100            | Legal description attached<br>on Exhibit A  |
| FL29P003-001 |                | BK 963 PG 393 <i>See Exhibit A</i>          |
| FL29P003-002 |                | BK 5692 PG 533 <i>See Exhibit A</i>         |
| FL29P003-003 |                | BK 5692 PG 533 <i>See Exhibit A</i>         |
| FL29P003-004 | 500            | BK 6088 PG 1576 <i>See Exhibit A</i>        |
| FL29P003-005 | 380            | BK 5692 PG 533 <i>See Exhibit A</i>         |
| FL29P003-006 | 84             | BK 1744 PG 304 <i>See Exhibit A</i>         |
| FL29P003-007 | 100            | BK 5692 PG 533 <i>See Exhibit A</i>         |
| FL29P003-008 | 436            | BK 5692 PG 533 <i>See Exhibit A</i>         |
| FL29P003-009 | 483            | BK 1744 PG 304 <i>See Exhibit A</i>         |
| FL29P003-017 | 30             | BK 3585 PG 1489 <i>See Exhibit A</i>        |
| FL29P003-019 | 70             | BK 3535 PG 96 <i>See Exhibit A</i>          |
| FL29P003-020 | 237            | BK 4030 PG 1054 <i>See Exhibit A</i>        |

PAGE 2 OF 2

OFF. REC. 6855PC1818

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I, Irene Stomack, a Notary Public in and for said County in said State, hereby certify that Dr. Margaret A. Fisher and Audley Evans, whose names as Chairman and Secretary of the Board of Commissioners are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they in their capacity as such Chairman and Secretary and with full authority executed same voluntarily on the day the same bears date.

Given under my hand and seal the 29th day of December, 1992.

Irene Stomack  
Notary Public

My commission expires:

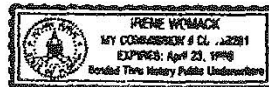


EXHIBIT "A"

OFF. REC. 6855-01819

| <u>Tax Folio #</u> | <u>Legal Description</u>  |
|--------------------|---|
|                    | <u>North Boulevard Homes, Fla. 3-1, 3-10</u>  |
| 178296             | Lots 11 to 20 inclusive, Block 1; all of Block 2 and Lots 1 to 12 inclusive; Block 3, D.F. Jacks addition to West Tampa Subdivision; Plat Book 1, Page 74 and Lots 1 to 12 inclusive; Block 2 and all of Block 3; Phillip Collins addition to West Tampa Subdivision, Plat Book 1 Page 60; and closed street abutting on south side of Block 2, D. F. Jacks addition to West Tampa. |
| 179047             | Lot 9, Block 19 revised map of MacFarlane addition to West Tampa, as recorded in Plat Book 3, Page 30. S T R<br>(11-29-18)  |
| 178261             | C. B. Bouton and Company's addition to West Tampa Subdivision lots 1, 4, 5 and 8 as recorded in Plat. Book 1, Page 63 S T R<br>(14-29-18)   |
|                    | <u>Ponce de Leon Courts, Fla. 3-2, 3-5</u>  |
| 172739             | Blocks 1, 2, 3, 4 and Blocks 8 to 24 inclusive of Ross and Rendall's addition to Tampa, as recorded in Plat Book 1, Page 31.  |
|                    | <u>Also:</u>  |
| 187055             | Blocks 1 to 6 inclusive and closed streets or alleys abutting thereto, of subdivision of the E 1/2 of NE 1/4 of SE 1/4 of Section 7, Township 29 South Range 19 East, as recorded in Plat Book 1, Page 19.  |
|                    | <u>Also:</u>  |
| 187092             | Blocks 1 and 2 and closed streets and alleys abutting thereto, in North Ybor Booker and Fernandez subdivision, as recorded in Plat Book 1, Page 75.   |
|                    | <u>Also:</u>  |
| 187140             | Blocks 1 to 8 inclusive and closed streets and alleys abutting thereto of A. Ross Subdivision, as recorded in Plat Book 1, Page 87 and Blocks 1 and 2 and closed streets abutting thereto, of La Carbayers Subdivision as recorded in Plat Book 4, Page 11.   |
|                    | <u>Also:</u>  |
| 172737             | Lots 3, 4 and 5, Block 4, Morse's addition to North Ybor Subdivision, as recorded in Plat Book 2, Page 5.   |
|                    | <u>Rivervie Terrace, Fla. 3-3, 3-6</u>  |
| 161241             | Blocks 1, 2, 3, 8, 9 and 10 Avon Springs, as recorded in Plat Book 7, Page 36, Hillsborough County.   |
|                    | <u>Also:</u>  |
| 16146              | Block 7, of Mendel's Resubdivision (of Blocks 1, 2, 3, 4 and 7 of Krause's Subdivision) as recorded in Plat Book 9, Page 67 Hillsborough County.  |

Tax Folio #

Legal Description

OFF. REC: 6855PC1820

Also:

193204 Lots 1 to 5 inclusive of Krause's Subdivision, as recorded in Plat Book 1, Page 2.

Also:

161146 All of Lots 1 to 4 inclusive, of Re-Plat of Block 12 of Avon Springs, as recorded in Plat Book 12, Page 33.

And:

161271 Lots 1 to 8 inclusive, Block 11, Avon Springs as recorded in Plat Book 7, Page 36, Hillsborough County.

161359 Re-Plat of Block 12 of Avon Springs. Lots 1 to 4 inclusive as recorded in Plat Book 12, Page 33, Hillsborough County.

College Hill Homes, Fla. 3-4, 3-7, 3-11

172496 The North 1/2 of Southwest 1/4 of Northwest 1/4 of Northwest 1/4 of Section 7, Township 29, Range 19 East, Hillsborough County.

172647 Block 43 and 44 of Bonita Subdivision as recorded in Plat Book 2, Page 71 (Section 7, Township 29, Range 19).

174393 Blocks 1 to 6 inclusive of Beauty Heights as recorded in Plat Book 3, Page 91 (Section 8, Township 29, Range 19).

Robles Park Village, Fla. 3-8

167411 Section 12, Township 29, Range 18

Tract beginning 10 feet North and 143 feet East of Southwest corner of Northwest 1/4 of Northeast 1/4 said beginning also described as being the Southwest corner of Lot 17, Block 2 of Mount Carmel and running North 240 feet, West 18 feet, North 80 feet, East 45 feet, North 94 feet, East 134 Ft, North to South line of Lot 3, Block 9, Good's Addition to Tampa, West to Southwest corner of said Lot 3, North to Northwest corner, Lot 3 and East along North Boundry of Blocks 9, 8 and 7 to Central Avenue South along right of way to Northwest corner of Lot 1, Block 3 of revised map of Villag Bonnie-Venture, West 110 FT, North 50 FT, West 100.3 FT, South 207.85 FT, West 50 Ft to East Line, Lot 3, Block 4, Revised Map of Villa Bonnie-Venture and running SLY and West along Block 4 and North line of Emily Street to West line of east 1/2 of Southwest 1/4 of Northwest 1/4, running North along said line to North line Lake Avenue and running West to Beginning less streets 6 inclusive in entirety Durrance Subdivision, Newton, Griffith Subdivision, Beer's Subdivision and Cleveland Subdivision and Lots 1 to 8 inclusive, Block 7, Lots 1 to 6 inclusive, Block 8, Lots 1 to 3 inclusive, Block 9, Good's Addition to Tampa, Lots 1 to 12 inclusive, Block 1, Lots 1 to 9 inclusive, Lots 12 to 20 inclusive, Lots A, B, C and D of Block 2 of Mount Carmel, Lots 1 to 6 inclusive, Block 4 of revised map of Villa Bonnie-Venture and Lot 3, Blue Moon Court.

Central Park Village, Fla. 3-9

192772 Lots 1 and 4, the East 13 feet of Lot 2 and East 13 feet of North 1/3 of Lot 3, Block 4, Giddens Subdivision; as recorded in Deed Book K, Page 518, Hillsborough County.

Also:

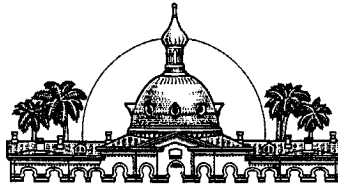
192778 The East 81 feet of North 40 feet of Lot 5, Block 4, Giddens.

Also:

192779 Lot beginning 40 feet South of NE corner of Lot 5, Block 4, Giddens, Deed Book K, Page 518, Hillsborough County and run South 51 feet, then West 56 FT, then North 6 feet, then West 30 feet,

| <u>Tax Folio #</u>            | <u>Legal Description:</u>  |
|-------------------------------|--|
|                               | then South 6 feet, then East 13 feet, then South 55 feet, then West 43 feet to point of beginning,   |
| 192786                        | The East 43 feet of the South 55 feet of Lot 8, Block 4, Giddens Subdivision (Deed Book K, Page 518).  |
| 192788                        | Lots 1, 2, 3, 4, the North ½ of Lot 5 and all of Lots 6 and 7, Block 5, Giddens Subdivision, (Deed Book K, Page 518).  |
| 192842                        | Lot 24, H. L. Mitchell's Subdivision, as recorded in Deed Book K, Page 472.  |
| 192856                        | Lots 1 to 34 inclusive, Block 2, Carruth and Spencer's Subdivision as recorded in Plat Book 1, Page 42.  |
| 192857                        | All of Block 3, Carruth and Spencer's Subdivision as recorded in Plat Book 1, Page 42.   |
| 193129                        | All of Block 7 and 8, Boaz addition to Giddens Subdivision as recorded in Plat Book 1, Page 28, Hillsborough County.   |
| 193130                        | Lots 5, 8, 9, the East 63.8 feet of Lot 6, the East 63.8 feet of the North 30.2 feet and the East 60.8 feet of the South 17.7 feet of Lot 7 and the East 60.8 feet of Lot 10, Block 9, Boaz Addition to Giddens Subdivision, Plat Book 1, Page 28.                   |
| 193135                        | Lots A, B, and C, Block 7, of Subdivision of Lots 4 and 5 of Block 7 of Boaz Addition as recorded in Plat Book 1, Page 62, Hillsborough County.  |
| 193144                        | Lots 3 to 7 inclusive Block 1, Beckwith's Subdivision as recorded in Plat Book 1, Page 44.   |
| 193150                        | Lots 2 to 6 inclusive and the East 100 feet of Lot 7 of Bernter's Subdivision, as recorded in Deed Book E, Page 440.   |
| 193155                        | Lots 1 to 16 inclusive of F. Ghira's Subdivision, as recorded in Deed Book K, Page 260.  |
| 193162                        | Lots 1 to 8 inclusive of Kidder's Subdivision, as recorded in Deed Book T, Page 630.   |
| 193168                        | Lots 1 to 6 inclusive, Block A, Ghira's Subdivision, as recorded Plat Book 1, Page 55.   |
| 193170                        | Lots 1 to 6 inclusive, Block B, Ghira's Subdivision, as recorded in Plat Book 1, Page 55.  |
| 193172                        | Lots 1 to 7 inclusive, Block C, Ghira's Subdivision, as recorded in Plat Book 1, Page 55.  |
| 193173                        | Lots 1 to 7 inclusive, Block D, Ghira's Subdivision, as recorded in Plat Book 1, Page 55.  |
| 193174                        | Lots 1 to 7 inclusive, Block E, Ghira's Subdivision, as recorded in Plat Book 1, Page 55.  |
| 193175                        | The East 10 feet of Lots 1 to 5 inclusive, Block F, Ghira's Subdivision, as recorded in Plat Book 1, Page 55.  |
| 193186                        | Lots 1, 4, the east ½ of NE ¼ of Lot 5 and the south ½ of Lot 5, Mitchell's Subdivision, as recorded in Deed Book E, Page 127.   |
| 193189                        | The east 66 feet of the south ½ of west ½ of Lot 18; the east 40 feet of the south 90 feet of NW ¼ of Lot 21 and the east 53.9 feet of the south, 90 feet of the west, 68.7 feet of the NW ¼ of Lot 21, Mithcell's Subdivision as recorded in Deed Book E, Page 127. |
| 193137)<br>193138)<br>193139) | All of Blocks 1, 2, and 3 of Central Park Subdivision, as recorded Plat Book 4, Page 91 S T R<br>(12-29-18)  |

| <u>Tax Folio #</u> | <u>Legal Description</u>   |
|--------------------|--|
| 193164             | Lots 1 to 7 inclusive, Block 1, of Chas. Pinkert's Subdivision as recorded in Plat Book 1, Page 55, Range 13, Section 29.  |
| 193166             | The south 4 feet of Lot 4 and all of Lots 5, 6, and 7, Block 2 of Chas. Pinkert's Subdivision, Plat Book 1, Page 55, S T R (13-29-18)  |
| 193180             | Lots 1 and 2 of W. D. Walker's Subdivision as recorded in Plat Book 8, Page 13, (Sec. 13, Township 29, Range 18).  |
| 193183             | Lots 1, 2, 3, 4, and 5 of Dorchester Subdivision as recorded in Plat Book 9, Page 13 (Sec. 13, Township 29, Range 18).   |
| 193140             | Central St. Subdivision, Lots A, C. and D, as recorded in Plat Book 4, Page 91.  |
| 193159             | Mugge's Subdivision, Lots 2, 3, and 4, less East 10 feet and Lots 5 - 7, and 9 - 12 (S13 - T29 - R18)  |
| 136977             | <u>Rembrandt Apartments, Fla. 3-13</u><br>East 897.5 feet of south 1/4 of southwest 1/4 of northwest 1/4, less north 30 feet and less Lois Avenue; Section 16, Township 30 South, Range 18 East.<br><br>Also:<br><br>1369775 South 1/4 of southwest 1/4 of northwest 1/4, less east 897.45 feet and less north 30 feet for road and less west 110 feet thereof, Section 16, Township 30 South, Range 18 East.  |
| 39508.0000         | <u>Seminole Park Apartments, Fla. 3-15</u><br>The west 650 feet of the south 1/2 of the northeast quarter of the northeast quarter, less right-of-way, Section 33, Township 28 South, Range 19 East.<br><br><u>Project No. Fla. 3-19</u><br><br>Lots 6 and 7, Block 5, Bungalow City, according to map or plat thereof, as recorded in Plat Book 8, page 49, public records of Hillsborough County Florida.<br><br><u>Hay Ceia, Fla. 3-25A</u><br><br>Lots 1 and 4, Block 3, Urbanrest, according to the map or plat thereof as recorded in Plat Book 2, Page 1 and the West 160.0 feet of the South 100.0 feet of Lot 11, Plan of Hawley's Subdivision, according to the map or plat thereof recorded in Deed Book "K", page 275, all of the Public Records of Hillsborough County, Florida, LESS THAT PART IN USE AS RIGHT OF WAY FOR MACDILL AVENUE.<br><br><u>Cutlass Arms, Fla. 3-25B</u><br><br>All of Tract 2 and the South 220 feet of Tract 3 of Guernsey Estates Subdivision, according to map or plat thereof recorded in Plat Book 32 on page 15 of the public records of Hillsborough County, Florida.<br><br><u>Parkview Apartments, Fla. 3-25C</u><br><br>That part of Lots 43, 44 and 45 of the Riviera Subdivision, as per map or plat thereof recorded in Plat Book 26 on page 45 of the public records of Hillsborough County, Florida. |



Hillsborough County  
Florida

Office of the County Administrator  
Patricia G. Bean

January 28, 2005

BOARD OF COUNTY COMMISSIONERS

Brian Blair  
Kathy Castor  
Ken Hagan  
Jim Norman  
Thomas Scott  
Mark Sharpe  
Ronda Storms

Deputy County Administrator  
Wally Hill

Assistant County Administrators  
Bernardo Garcia  
Carl S. Harness  
Manus J. O' Donnell

Brickleymyer, Smolker & Bolves, P.A.  
500 E. Kennedy Blvd. #200  
Tampa, FL 33602

RE: PETITION NO. RZ 04-1068 BR

Dear Applicant:

At the regularly scheduled public meeting on January 25, 2005 the Board of County Commissioners granted your request for rezoning of the tract of land described in your application from AS-1 & PD-MU to Planned Development, with the attached conditions.

The approval of a planned development rezoning requires the developer submit a revised General Site Plan reflecting all conditions, within 90 days of zoning approval. Failure to submit the site plans within the time period will place your rezoning in violation.

To comply with this requirement, please complete and submit the enclosed application for General Site Plan Review/Certification, to the Planning and Zoning Division, 20th floor of the County Center, 601 East Kennedy Boulevard. For information concerning the certification process, please contact Diane Gavitt at 276-8368.

Please keep this letter for your records. If we may be of service to you in the future, feel free to contact me at 272-5920.

Sincerely,

Paula M. Harvey, AICP, Director  
Planning and Zoning Division

ps

cc: RZ 04-1068 BR





**Approval** - Approval of the request, subject to the conditions listed below, is based on the general site plan submitted November 8, 2004.

1. The 50.85-acre project shall be permitted Residential Multi-Family Conventional uses with a maximum of 860 multi-family units with a maximum of 20 dwelling units per acre (du/acre); Business, Professional – Office uses with a maximum of 132,000 square feet (maximum Floor Area Ratio (FAR) 0.32) ; and General Commercial uses with a maximum of 10,000 square feet (maximum FAR 0.32), all housed in conventional buildings with a maximum building height of 45 feet/3 stories, as shown below:
  - Parcel A - Restricted to Residential Multi-Family Conventional uses, with a maximum of 20 multi-family dwelling units per acre (du/acre) and a maximum building height of 45 feet/3 stories;
  - Parcel B - Restricted to Residential Multi-Family Conventional uses with a maximum of 20 multi-family dwelling units per acre (du/acre) and a maximum building height of 45 feet/3 stories, or Business, Professional - Office Uses with a maximum Floor Area Ratio (FAR) of 0.32 and a maximum building height of 45 feet/3 stories;
  - Parcel C - Restricted to Residential Multi-Family Conventional uses with a maximum of 20 multi-family dwelling units per acre (du/acre) and a maximum building height of 45 feet/3 stories, or Business, Professional - Office Uses with a maximum FAR of 0.32 and a maximum building height of 45 feet/3 stories; and
  - Parcel D - Restricted to Residential Multi-Family Conventional uses with a maximum of 20 multi-family dwelling units per acre (du/acre), or Business, Professional - Office Uses with a maximum FAR of 0.32, or Commercial General with a maximum FAR of 0.32, with all uses allowed a maximum building height of 45 feet/3 stories.
    - 1.1 Buffering and screening shall be consistent with Section 6.06.06 of the Land Development Code.
2. Prior to submittal of the preliminary plan/plat into the Site Development/Subdivision Review process, the location of trees that qualify for Grand Oak Tree status, as defined by the Hillsborough County Land Development Code (LDC), shall be identified and depicted on the preliminary plan/plat. Site design features to avoid the removal of these trees are to be displayed on the submitted preliminary plan/plat.
3. Solid Waste Storage structures (dumpsters) shall be subject to the Accessory Structure design standards, along with the buffering and screening requirements of the LDC. Enclosure shall be constructed of materials in character with the materials on the front wall of the main building.
  - 3.1 Dumpster location and enclosure must be in compliance with the LDC and be reflected on the general site plan submitted for certification.

4. Billboards and pole signs shall be prohibited.
5. The general design, number and location of the access point(s) shall be regulated by the Hillsborough County Access Management regulations as found in the Land Development Code (Land Development Code Section 6.04). The design and construction of curb cuts are subject to approval by the Hillsborough County Planning and Growth Management Department and/or the Florida Department of Transportation (see Rules of the Department of Transportation, Chapter 14-97), if applicable. Final design, if approved by Hillsborough County Planning and Growth Management Department and/or the Florida Department of Transportation may include, but is not limited to: left turn lanes, acceleration lane(s) and deceleration lane(s). Access points may be restricted in movements.
6. The applicant shall provide internal access to any existing or future out parcels on the site (LDC 5.03.05 H).
7. The applicant shall show the ability to provide cross access to the adjacent property along the eastern boundary of Parcel D.
8. Access onto the public road would be via "Type III". Accordingly, Section 6.04.03 G of the Land Development Code requires that all internal access (the "throat") to the driveways must be a minimum of 100 feet from the edge of pavement of the public roadway, and shall remain free of internal connections or parking spaces which might interfere with the movement of vehicles into or out of the site. The applicant has the option of submitting an analysis showing that for this particular site, a throat of less than 100 feet is appropriate and will result in no adverse impact to the public roadway system.
9. The applicant shall be required to pave any portion of the access drive which lies within the existing right-of-way (LDC Section 6.04.05).
10. Due to Safety concerns and the proximity of the Robert Tolle Road/Bloomingdale Avenue intersection to the US 301/Bloomingdale Avenue intersection, and in addition to the potential number of vehicles making the US 301-to-Bloomingdale Avenue-to-Robert Tolle Road movement, the developer shall re-construct the median opening along Bloomingdale to eliminate the east-to-northbound movement at the Bloomingdale Avenue-to-Robert Tolle Road intersection. To accommodate for the movements, the developer shall improve/extend the left turn lane(s) at the intersection of Bloomingdale Avenue at Duncan Road.
11. Prior to approval of Final Construction Plans for this site, direct access from Robert Tolle Road must be available to Duncan Road (A.K.A. Gornto Lake Road) via a paved connector road located north of the project boundary.
12. Prior to approval of Final Construction Plans for this site, Duncan Road (A.K.A. Gornto Lake Road) must be constructed as a through road from Bloomingdale Avenue to Lumsden Avenue.

13. Prior to Construction Site Plan approval, the developer shall provide a traffic analysis, signed by a Professional Engineer, showing the amount of left turn storage needed to serve development traffic. If, with the addition of background and project traffic, and if warranted by the results of the transportation analysis, as determined by Hillsborough County, the developer shall provide, at his expense, left turn storage lanes of sufficient length to accommodate anticipated left turning traffic, (for eastbound to northbound traffic) onto Duncan Road, on Bloomingdale Avenue. The design and construction of this left turn lane shall be approved by Hillsborough County Planning and Growth Management Department. All roadway construction of said left turn lane shall be completed with proper transitions from the widened section to the existing roadway pavement
14. If required by Florida Department of Transportation (FDOT) and/or Hillsborough County, and if warranted, the developer shall provide, at his expense, additional left turn storage lanes of sufficient length to accommodate anticipated left turning traffic, for vehicles making U-turns, on Bloomingdale Avenue, at each median cut adjacent (east/west of the Duncan Road/Bloomingdale Avenue intersection) where a left/U-turn is permitted. Prior to detail site plan approval, the developer shall provide a traffic analysis, signed by a Professional Engineer, showing the amount of turn storage needed to serve development traffic. The design and construction of these turn lanes shall be subject to FDOT/Hillsborough County approval.
15. Approval of this application does not ensure that water will be available at the time when the applicant seeks permits to actually develop.
16. Prior to the issuance of any building or land alteration permits or other development, the wetlands must be field delineated by EPC staff and the wetland line surveyed. The survey must then be submitted to EPC staff for approval. After survey approval, the wetland line must appear on all site plans and must be labeled as "EPC Wetland Line." The wetland must be labeled as "Wetland Conservation Area" pursuant to the Hillsborough County Land Development Code (LDC).
17. Approval of this rezoning petition by Hillsborough County does not constitute a guarantee that the Environmental Protection Commission approvals/permits necessary for the development as proposed will be issued, does not itself serve to justify any impacts to wetlands, and does not grant any implied or vested right to environmental approvals.
18. If the notes and/or graphic on the site plan are in conflict with specific zoning conditions and/or the Land Development Code (LDC) regulations, the more restrictive regulation shall apply, unless specifically conditioned otherwise. References to development standards of the LDC in the above stated conditions shall be interpreted as the regulations in effect at the time of preliminary site plan/plat approval.
19. The Development of the project shall proceed in strict accordance with the terms and conditions contained in the Development Order, the General Site Plan, the land use conditions contained herein, and all applicable rules, regulations, and ordinances of Hillsborough County.

FINAL CONDITIONS  
OF APPROVAL

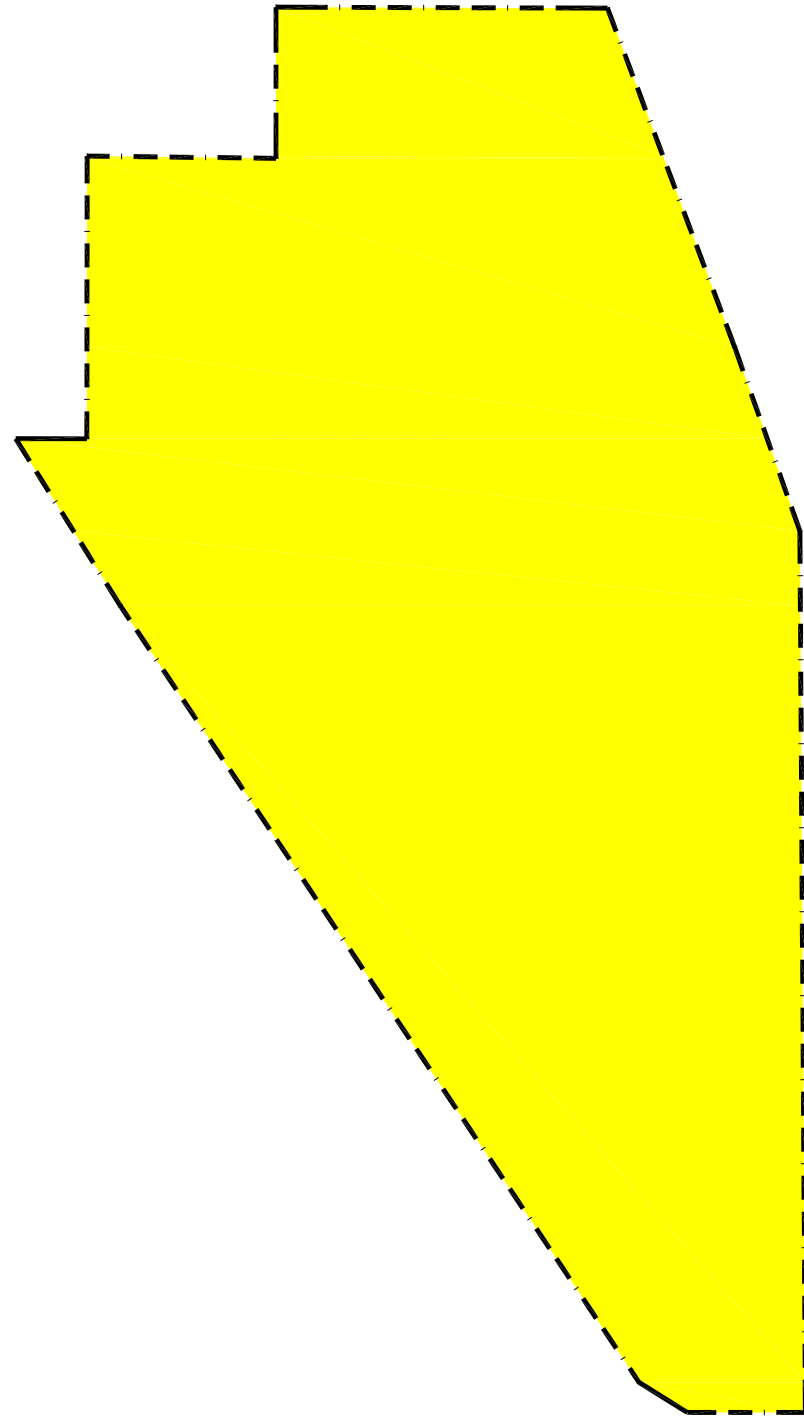
PETITION NUMBER: RZ 04-1068 BR  
MEETING DATE: January 25, 2005  
DATE TYPED: January 26, 2005

---

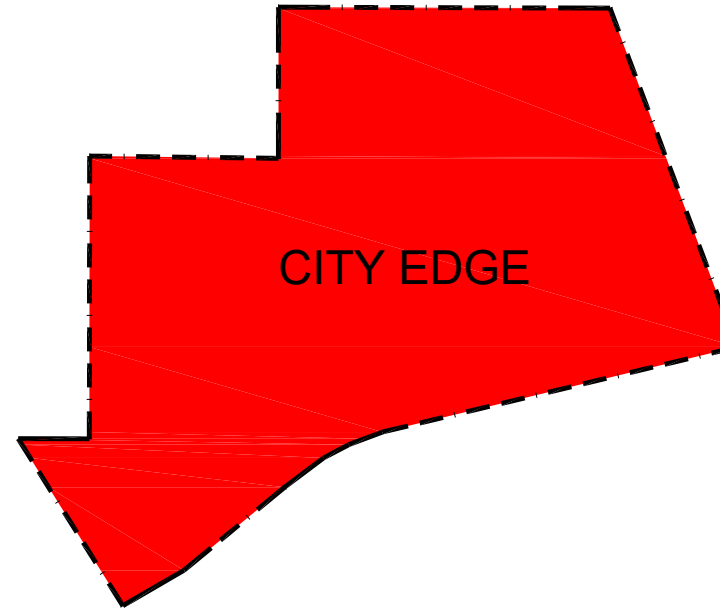
20. Within 90 days of approval by the Hillsborough County Board of County Commissioners, the applicant shall submit to the Planning and Growth Management Department a revised General Development Plan for certification which conforms the notes and graphic of the plan to the conditions outlined above and the Land Development Code (LDC). Subsequent to certification of the plan, if it is determined the certified plan does not accurately reflect the conditions of approval or requirements of the LDC, said plan will be deemed invalid and certification of the revised plan will be required.
  
21. Effective as of February 1, 1990, this development order/permit shall meet the concurrency requirements of Chapter 163, Part II, Florida Statutes. Approval of this development order/permit does not constitute a guarantee that there will be public facilities at the time of application for subsequent development orders or permits to allow issuance of such development orders or permits.



CITY EDGE - SITE CONTROL ISSUE



ORIGINAL CONTRACT  
23.46 ACRES  
\$3,840,000.00



CITY EDGE

CITY EDGE CONTRACT  
8.7 ACRES  
\$2,160,000.00

EXHIBIT  
U



LABURNUM GARDENS  
IDENTIFICATION MAP

1108 E BLOOMINGDALE AVE  
THIS IS THE ADDRESS USED  
IN THE APPLICANT'S LAND  
CONTRACT

OWNED BY:  
PASCHALL BLANC, LLC  
1114 BLOOMINDALE AVE

OWNED BY:  
BIGTRO, INC.  
1108 BLOOMINGDALE AVE

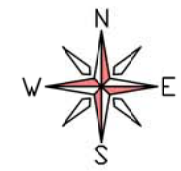
APPROXIMATE LOCATION OF  
THE APPLICANT'S DEVELOPMENT  
LOCATION POINT AS SHOWN ON  
THEIR SURVEY VERIFICATION  
FORM. 27 53 41.61, 82 15 59.64  
OR (27.89489, -82.26666)

SHADED AREA IS THE SAME  
AS THE HATCHED  
AREA SHOWN IN THE  
APPLICANT'S EXHIBIT "A" OF THE  
LAND CONTRACT. GREEN PORTION  
IS COMMON AREA. RED PORTIONS  
ARE PLATTED LOTS.

BOUNDARY OF EXECUTIVE  
PARK OF VALRICO OWNERS'  
ASSOCIATION, INC.

APPROXIMATE LOCATION OF THE  
SITE AS SHOWN ON THE  
APPLICANT'S VERIFICATION FORMS.  
IT READS "Development Location: On  
the north side of Bloomingdale Ave,  
1000 ft East of the intersection of  
Bloomingdale Ave and Bell Shoals Rd.,  
Valico FL"

**EXHIBIT  
V**



BLOOMINGDALE AVE

7 LOTS

1 LOT

2 LOTS

3 LOTS