

BEFORE THE STATE OF FLORIDA  
FLORIDA HOUSING FINANCE CORPORATION

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MARIANNA CROSSINGS, LLC,

Petitioner,

vs.

FHFC Case No. 2019-052BP

RFA No. 2019-109

Petitioner's Application No. 2019-406H

FLORIDA HOUSING FINANCE  
CORPORATION,

Respondent.

MARIANNA CROSSINGS, LLC'S FORMAL WRITTEN PROTEST  
AND PETITION FOR FORMAL ADMINISTRATIVE PROCEEDING

Marianna Crossings, LLC, ("Marianna" or "Petitioner"), pursuant to Section 120.57(1) and (3), Fla. Stat., FHFC Rule 67-60.009(3)(a), and Uniform Rules of Procedure 28-106.201 and 28-110.004, Fla. Admin. Code, hereby files the foregoing Formal Written Protest and Petition for Formal Administrative Proceedings to contest eligibility and ineligibility determinations and proposed funding awards by Respondent Florida Housing Finance Corporation in RFA 2019-109. In support of this Protest and Petition, Springfield states as follows:

Parties

1. Marianna Crossings, LLC ("Petitioner" or "Marianna") is a Florida limited liability company that applied for funding in Request for Applications ("RFA") 2019-109. Marianna applied for a HOME loan in the amount of \$5.0 million to construct a 30 unit development in Jackson County. Marianna's application was assigned Application No. 2019-406H, and was deemed eligible for consideration for funding by Florida Housing but was not selected for funding. For purposes of this proceeding, Petitioner's address is that of its undersigned attorney, M. Christopher Bryant; Oertel, Fernandez, Bryant & Atkinson, P.A.; PO Box 1110, Tallahassee,

Florida 32302.

2. Respondent is Florida Housing Finance Corporation (FHFC), whose address is 227 N Bronough St # 5000, Tallahassee, FL 32301. As explained more fully in this petition, FHFC is the state agency whose action is the subject of this protest. The file number for this funding effort is RFA 2019-109.

**Substantial Interest Affected**

3. Petitioner is an applicant for HOME loan from Florida Housing in Request for Applications (RFA) 2019-109, for a proposed development in Jackson County. RFA 2019-109 was designed and intended to provide financing for multifamily rental housing in counties impacted by Hurricane Michael in October, 2019 and in other rural areas. Petitioner was not selected for funding. Without the award of HOME funding Marianna would not be able to construct the development for affordable housing. Marianna is thus substantially affected by FHFC's proposed decision to not select its application for funding.

**Notice**

4. Marianna received formal notice of Respondent's proposed action when Respondent posted notices of intended funding awards, and of determinations of eligibility and scores, on its website, [www.floridahousing.org](http://www.floridahousing.org), on Friday, May 10, 2019, at approximately 11:25 a.m. The notice of intended awards of funding is attached hereto as Exhibit A; and the determination of eligibility and ineligibility are attached as Exhibit B. Marianna timely filed a Notice of Protest by email at approximately 9:20 a.m. on Wednesday, May 15, 2019, copy attached hereto as Exhibit C.

**Background**

5. Through RFA 2019-109, FHFC sought to award an estimated total of \$30,000,000

in HOME loans to applicants for either New Construction or Rehabilitation of Family or Elderly housing in counties impacted by Hurricane Michael and other rural counties. Applicants from Bay County could also request an allocation of FHFC-issued tax exempt bonds, known as Multifamily Mortgage Revenue Bonds (MMRB). If an applicant is awarded MMRB it is also entitled to an award of non-competitive federal low income housing tax credits, sometimes referred to as “4% credits.”

6. A recipient of tax credits typically sells the future stream of housing credits, which are received each year for a ten year period, to an equity investor, by selling the majority of the ownership interest in the applicant entity to a new limited partner to raise capital for construction of the development. This infusion of capital by the equity investor (limited partner) allows the applicant to pay a portion of the development costs with “equity” financing and lower debt financing, and thus charge rents for the dwelling units at substantially below market rents, to tenants making sixty percent or less of Area Median Income.

7. Applicants from counties impacted by Hurricane Michael are considered “Tier 1” applications for purposes of this RFA, and would be selected for funding before applicants from other rural areas in Florida that were not impacted by Hurricane Michael (“Tier 2” applications). The Tier 1 counties are Bay, Calhoun, Gulf, Jackson, Franklin, Gadsden, Liberty, Wakulla, and Washington. Springfield Crossings proposed its development for Bay County.

8. Applicants in RFA 2019-109 are assigned a numerical score by Florida Housing on only one item: whether the Applicant included in its Application a Principal Disclosure Form that had been submitted to Florida Housing in advance for review, and was stamped “Pre-Approved” and returned to the applicant. This item would earn the applicant 5 points.

9. Applicants are also reviewed for eligibility by Florida Housing staff based on

whether all of the information required to be included in an application or attached to it was submitted, and whether such information and documentation complied with the RFA requirements. Eligibility determinations are made by FHFC staff members serving on a review committee, which met on April 23, 2019 in a public meeting to announce such determinations and to conduct scoring, ranking, and preliminary funding selection.

10. After scoring and eligibility determinations are made by staff, Applicants are rank ordered based first on total application score. The RFA established a series of tie-breakers to be invoked in the event applicants had the same total application score. The tie-breakers in this RFA were preferences identified in the RFA as:

- a. Applicants with prior HOME Funding Experience, as described in the RFA.
- b. Applicants with Previous Affordable Housing Experience, as described in the RFA.
- c. By Percentage resulting from the Applicant's HOME Request Amount divided by the maximum award amount the Applicant is eligible to request, with the lowest percentages getting the preference.
- d. By Percentage of "Match" compared to the Applicant's Eligible HOME Request Amount, with highest percentage getting the preference.
- e. Applicants qualifying for the Florida Job Creation Funding Preference.
- f. By lottery numbers randomly assigned by Florida Housing.

11. The RFA also employed a "funding test," that requires that the full amount of an applicant's HOME request amount be available for award when that applicant is under consideration for funding. Partial funding awards were not permitted in the RFA.

12. Further, in order to promote geographic distribution of funding awards, the RFA

included a County Award Tally mechanism. If an applicant has been selected in a particular county, a second applicant would not be selected from that same county if there is an eligible applicant available from any other county, from which an applicant had not already been selected for funding. However, the RFA stated that Tier 2 counties would only be selected for funding if there were no eligible Tier 1 county applicants remaining for consideration.

13. At the public review committee meeting held April 23, 2019, FHFC's staff review committee members reported eligibility and ineligibility determinations, scores for each review criterion for each of the eighteen applications submitted, and a working spreadsheet was prepared for funding selection purposes.

14. Twenty (20) applicants submitted applications in response to RFA 2019-109. Eighteen of the applicants were from Tier 1 counties, and two were from Tier 2 counties.

15. At the review committee meeting, Florida Housing staff determined that nine applicants were deemed ineligible for consideration for funding for various reasons. All nine were from Tier 1 counties, and only one of them (2019-413H, Jordan Bayou, from Franklin County) has filed a notice of protest, indicating its intent to challenge the ineligibility determination. All other ineligible applicants who did not file notices of protest have waived their right to be considered for funding.

16. At the review committee meeting, ostensibly applying the Selection Process found in Section Five B.1. of pages 54-56 of the RFA, the committee sorted the eligible applicants for consideration for funding into a rank-ordered spreadsheets, as follows:

2019-401HB Tupelo Park/Bay

2019-404H Tranquility at Hope School/Jackson

2019-417HB Matthew Commons/Bay

- 2019-400H Gateway Manor/Gulf
- 2019-411HB Hilltop Pointe/Bay
- 2019-407H Barry's Bungalow/Gulf
- 2019-408H Greyes Place/Wakulla
- 2019-405HB Springfield Crossings/Bay
- 2019-406H Marianna Crossings/Jackson
- 2019-402H Pine Breeze Apts./Flagler (Tier 2)
- 2019-399H Paradise Palms/Highlands (Tier 2)

A partial copy of the "Funding Selection" tab of an Excel spreadsheet created by FHFC staff during the Review Committee meeting, with selected applicants shaded, is attached as Exhibit D. (The spreadsheet is inadvertently labeled "RFA 2017-105," but is in fact for RFA 2019-109.)

17. The RFA specified a funding Selection Order, summarized as follows, with the selected applicant shown:

- a. Highest Ranked Bay County Applicant requesting MMRB and Housing Credits:
  - (1) 401HB, Tupelo Park/Bay
- b. Highest Ranked Community Housing Development Organization ("CHDO") Applicant from a Tier 1 County:
  - (2) 407H, Barry's Bungalow/Gulf
- c. Highest Ranked Tier 1 Application(s), subject to Funding Test and County Award Tally:
  - (3) 404H, Tranquility of Hope School/Jackson
  - (4) 408H, Greyes Place/Wakulla

(5) 417HB, Matthew Commons/Bay

(6) 400H, Gateway Manor/Gulf

18. After funding Gateway Manor, there was less than \$2.0 million in HOME funding remaining, and no applicant in this RFA requested less than \$4.3 million. Under the Funding Test, no further applicant could be funded.

19. The Review Committee's eligibility and ineligibility determinations, and funding recommendations, were presented to Florida Housing's Board of Directors at its May 10, 2019 meeting, which approved the committee's funding recommendations. The Board of Directors also approved the funding of an additional applicant, Number 2019-411HB, Hilltop Pointe, from Bay County, which had requested \$4.925 million in HOME, even though there was less than \$2.0 million in HOME funding remaining. The explanation provided at the Board meeting was that the \$2.925 million difference would be provided by "program income," which typically means repayment of principal amounts loaned to applicants in prior HOME funding cycles or RFAs.

20. The Board-adopted eligibility and ineligibility determinations, and the funding selections, were posted to the Florida Housing website on Friday, May 10, at approximately 11:25 a.m. On the following Wednesday, May 15, presumably before 11:25 a.m., four notices of protests were filed. The four applicants filing notices were: Springfield Crossings, Marianna Crossings, Jordan Bayou, and Matthew Commons. Springfield Crossings and Marianna Crossings were eligible but not selected for funding, and Jordan Bayou was deemed ineligible. Matthew Commons was deemed eligible and was selected for funding, and presumably will file a "defensive petition" seeking to protect its funded status.

### **Nature of the Controversy**

21. Petitioner believes the staff review committee erred in some of its eligibility

determinations on applicants who were selected for funding. However, some of those errors were the result of applicants providing inaccurate information in their applications. Further, Petitioner believes that staff incorrectly calculated and applied the funding selection preference concerning the eligible HOME request as a percentage of the maximum HOME amount that could be requested, and Match as a percentage of HOME request. If one or more of those errors is corrected, Marianna Crossings would be entitled to be selected for funding.

**Incorrect HOME Loan Percentage Calculation**

22. Under the HOME program rules adopted by the federal Department of Housing and Urban Development (HUD), the maximum amount an applicant can be awarded is governed by two factors: the county within which the proposed development is located, and the number of units by unit size (number of bedrooms in each proposed unit). For example, in Bay County, Florida, the HUD maximum awards are, by number of bedrooms:

0 BR: \$122,279

1 BR: \$140,173

2 BR: \$170,449

3 BR: \$220,507

4 BR: \$235,801

23. Florida Housing’s application for the award of HOME funding in this RFA including a chart, at Section 10.a. of the application, Corporation Funding, that requires applicants to identify the county in which the development would be located. The application also required the applicant to identify the number of units proposed by number of bedrooms. The chart would then populate with the appropriate HUD maximum loan amount for each unit size, and the total maximum HOME loan amount allowable. A footnote to the chart states that “FHFC’s subsidy



limits are based on HUD's 2018 maximum subsidy limits" for the nine Tier 1 counties. As initially published by Florida Housing on or about February 21, 2019, RFA 2019-109, and the Application form incorporated into it as Exhibit A to the RFA, did not populate with the per-unit HUD HOME loan amounts. It also did not populate with the correct maximum HOME loan amount.

24. As with all Florida Housing's RFAs, RFA 2019-109 allowed interested persons to submit questions. One question that was submitted alerted Florida Housing to the incorrect unit mix chart. Florida Housing responded that it would correct the chart. The Q&A (number 6) read as follows:

**Question 6:**

There is an apparent discrepancy between the FHFC HOME limits as published in the RFA and the embedded chart within the application, which appears to reflect the HUD HOME limits. Is it intentional, or is there an unintended discrepancy? Which set of numbers will be treated as the limit for the request and which numbers will be used to determine percentage of maximum request?

**Answer:**

A modification to the RFA will be issued to correct the subsidy limits chart set forth in Section Four.A.10.a.(2) of the RFA.

25. In the modified version of RFA 2019-109, released on or about March 20, 2019, Florida Housing corrected the chart to accurately reflect the HUD HOME maximums by county, and unit mix (by numbers of units at each bedroom size).

26. For RFA 2019-109, Florida Housing capped the amount of the HOME loan that Florida Housing would award to any applicant at \$5.0 million. However, one of the funding preferences by which applicants were ranked in the funding selection process was HOME loan request as a percentage of maximum allowable request.

27. Twenty applicants submitted applications in RFA 2019-109. The HOME loan amounts requested by the applicants ranged from \$4.3 million to \$5.0 million, and the number of

units proposed to be built ranged from 26 units to 110 units. The size (number of units) in a development was limited to 50 units, except for proposed Developments in Bay County for which there was no limit. See RFA at p. 16, Section Four A.6.a.

28. When Florida Housing staff calculated the HOME request amount as a percentage of maximum allowable amount, staff used as the “denominator” in that calculation the \$5.0 million HOME loan limit Florida Housing imposed in the RFA, except for one applicant for whom the HUD maximum was less than \$5.0 million based on its county of location and unit mix by bedroom size (Gateway Manor, in Gulf County). This approach was clearly erroneous, arbitrary, capricious, and contrary to competition in several ways.

29. First, this approach to calculation produces a meaningless result. Dividing numbers of various values by a constant (here, \$5.0 million for all but one applicant) for ranking purposes produces a ranking that is exactly the same as ranking the original HOME loan amounts requested by the Applicants. It is a meaningless exercise that only has the appearance of a meaningful calculation. When dividing the request amount values by a constant, the smallest total request amount will always produce the smallest value, and will be ranked above applicants requesting more funds, even when the smallest request seeks to build fewer units (and more expensive units on a per unit basis).

30. Second, and perhaps more importantly, this approach ignores the number of residential units that are proposed to be built by applicants with the various request amounts. While Florida Housing often employs a leveraging analysis to rank applicants by their respective funding request amounts, it invariably bases such an analysis on the funding allocated per residential unit. This approach assures that Florida Housing is getting the most number of units constructed per dollar of funding awarded – the most “bang for the buck.” But Florida Housing’s

scorer's approach in this RFA has based the funding preference related to funding request amount on simply the smallest HOME loan request amount, ignoring the number of apartment units that request amount would produce.

31. To illustrate, the four eligible Bay County applicants, in order of lowest total request amount to highest, are:

401HB, Tupelo Park	\$4,300,000
417HB, Matthew Commons	\$4,600,000
411HB, Hilltop Pointe	\$4,925,000
405HB, Springfield Crossings	\$5,000,000

But if these four applications are ranked based on the HOME request per apartment unit, the rank ordering, from lowest HOME request per unit to highest, would be:

405HB, Springfield Crossings, 60 units	\$83,333 per unit
401HB, Tupelo Park, 47 units	\$91,489 per unit
411HB, Hilltop Pointe, 50 units	\$98,500 per unit
417HB, Matthew Commons, 38 units	\$121,052 per unit

32. Third, and most importantly, basing the preference on which applicants have the lowest request amount completely ignores the HUD subsidy limit chart incorporated into the Application. The only meaningful use of this information is to compare the applicant's request amount to the HUD HOME limits based on numbers of units with different numbers of bedrooms.

33. If Florida Housing had correctly calculated the HOME funding request as a percentage of the maximum allowable under the HUD limitations by county and unit mix (based on numbers of bedrooms), the currently eligible applicants would have been ranked as follows, showing the percentage that applicant's HOME request amount represents of the HUD limits based

on county and unit mix:

Springfield Crossings/Bay	41.57%
Tupelo Park Apartments/Bay	47.71%
Hilltop Pointe/Bay	50.85%
Matthew Commons/Bay	64.09%
Tranquility at Hope School/Jackson	67.71%
Greyes Place/Wakulla	73.90%
Marianna Crossings/Jackson	79.18%
Barry's Bungalows/Gulf	83.39%
Gateway Manor/Gulf	97.26%

34. Assuming all of these applicants (and no additional applicants) were deemed eligible, Marianna Crossings, from Jackson County, should have been selected before the second Gulf County application was selected. The HUD limitation on HOME funding for Springfield, a 30 unit development consisting of 6 two bedroom units and 24 three bedroom units, would have been \$6,314,862, but Marianna only requested \$5.0 million, or 79.18% of its allowable maximum. Two applicants were selected from Gulf County, even though both requested HOME loans at a higher percentage of the maximum allowable: Barry's Bungalow, at 83.39% of its maximum, and Gateway Manor, at 97.26% of its maximum.

35. Even if no other change was made to the scoring and ranking of applications than the correction of this HOME leveraging calculation, Marianna Crossings would be entitled to funding. Currently, FHFC proposes to fund two applicants from Gulf County, both of whom proposed a larger HOME loan request (as a percentage of the HUD HOME maximum for their county and unit size mix) than Marianna Crossings. So, even if Tranquility at Hope School is

selected as the highest ranked eligible Jackson County applicant, and Marianna Crossings is temporarily passed over to fund a Gulf County applicant due to the County Award Tally, Marianna Crossings, as the second ranked Jackson County applicant, would be entitled to funding selection before the second ranked Gulf County applicant, since Marianna Crossings has a better HOME leveraging percentage than either Gulf County applicant.

**Eligibility Issues for Greyes Place**

36. Petitioner has discovered several errors in the Greyes Place application, some of which would impact its eligibility. First, the Development Location Point (“DLP”) is identified in the application as being at coordinates 30.172885, -84.381174. These coordinates are not located on the property that is identified in the Site Control document provided in Attachment 8 to the Greyes Place application. Under FHFC Rule 67-48.002(34), the Development Location Point must affirmatively be established on the Development site.

37. In this same RFA, Application No. 2019-416H was deemed ineligible because one of the three DLP’s provided in the application was only rounded to the 5<sup>th</sup> decimal place, rather than the 6<sup>th</sup> decimal place as outlined in the RFA. Florida Housing’s position that this application is ineligible demonstrates the importance of a very precise DLP which needs to affirmatively be positioned on the proposed development site. This application failed to provide a DLP located on the Development site and should be deemed ineligible.

38. Greyes Place should also be deemed ineligible due to an impossibility of performance in its site control documentation. In its Vacant Land Contract dated March 26, 2019, there is a requirement that the buyer receive an invitation into credit underwriting from Florida Housing by May 18, 2019, or else “the contract will be terminated.” A copy of the Site Control documentation (Attachment 8) to the Greyes Place application is attached to this Petition as Exhibit

E. Because there are pending notices of protest in RFA 2019-109, and now pending formal written protests, FHFC would not have extended invitations to credit underwriting by May 18, 2019. The contract cannot now be amended without supplementing and amending the Greyes Place application.

39. Further, Greyes Place indicated at Question 11.a. there are “No Occupied Units” on the property. A copy of the Greyes Place application is attached as Exhibit F. However, based on a visit to the property, there is an occupied residential unit located onsite. The RFA states:

At question 11.a. of Exhibit A, the Applicant must select “Yes” if any portion of the proposed Development will involve redevelopment work, regardless of the Development Category selected at question 4.b. of Exhibit A.

Because the funds being requested are federal HOME funds, the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (“URA”) applies. Compliance begins with the initiation of negotiation for federal assistance, which in this case is at time of application for funding.

40. If there are units located onsite the RFA states several questions that must be answered at question 11.b. of the application and they are as follows:

(1) How many total units now exist in the Development?

(2) How many units are occupied?

(3) Based on the income information of each tenant, permanent relocation (displacement) anticipated during or after the construction/redevelopment period? If “Yes,” how many units are affected?

(4) Will temporary relocation of any tenants be required? If “Yes,” how many tenants will require temporary relocation?

The Applicant failed to answer any of the questions mentioned above which are pertinent to the requirements of the RFA and the URA. Further, if there are units onsite, Section 10.b.(5)-(7) of

the RFA requests various attachments and documentation relating to the income, eligibility and relocation are required; none of the required documentation was provided. Greyes Place should thus be deemed ineligible.

41. Greyes Place also claimed a commitment of “Match” funds. FHFC Rule 67-48.002(80) defines “Match” as non-federal contributions to a HOME development pursuant to 24 CFR Part 92. The Match Funds documentation provided in Attachment 22 (copy attached hereto as Exhibit G) from NexGen Framing Systems does not meet the minimum requirements to be considered Matching funds and the Match Funds also do not include the necessary documentation to be considered a Construction or Permanent Funding Source. Section 12 of the RFA relating specifically to Match funds states: “the [Match] documentation should explicitly state that the cash contribution has not been used for Match for any other program.” Because Greyes Place’s commitment letter does not contain this mandatory information, it cannot be considered a Match.

42. Further, since NexGen Framing is clearly not a Regulated Mortgage Lender, it should be viewed as a “Non-Corporation Funding Proposal” and must meet the minimum requirements of Non-Corporation Funding Proposals. Section 10.(c) of the RFA states:

For purposes of the Application, the following will not be considered a source of financing: net operating income, capital contributions not documented in accordance with financing proposals that are not from a Regulated Mortgage Lender

Financing Proposals that are not from Regulated Mortgage Lenders must meet the following requirements as outlined in Section 10(c)(3):

If 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...

43. Likewise the RFA at Section 10.(c)(8), states: “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.”

44. The letter included as Attachment 22, which is presumed to be a Grant since it does not include repayment provisions, does not include evidence of ability to fund. Therefore, pursuant to Section 10 of the RFA, the \$30,000 grant from NexGen cannot be considered a source of financing. Because this Grant from a Non-Regulated Funding Source cannot be utilized in Development Cost Pro Forma and the Applicant has a shortfall in Construction and Permanent Financing.

#### **Eligibility Issue for Barry’s Bungalow**

45. Barry’s Bungalow also claimed a commitment of “Match” funds; see Exhibit H to this petition. The Match Funds documentation provided in Attachment 22 from NexGen Framing Systems does not meet the minimum requirements to be considered Matching funds, Match Funds also do not include the necessary documentation to be considered a Construction or Permanent Funding Source. Section 12 of the RFA, relating specifically to Match funds, states: “the [Match] documentation should explicitly state that the cash contribution has not been used for Match for any other program.” Because Barry’s Bungalow’s commitment letter does not contain this mandatory information, it cannot be considered a Match.

46. Further, since NexGen Framing is clearly not a Regulated Mortgage Lender, it should be viewed as a “Non-Corporation Funding Proposal” and must meet the minimum requirements of Non-Corporation Funding Proposals. Section 10.(c) of the RFA states:

For purposes of the Application, the following will not be considered a source of financing: net operating income, capital contributions not documented in accordance with financing proposals that are not from a Regulated Mortgage Lender

Financing Proposals that are not from Regulated Mortgage Lenders must meet the following requirements as outlined in Section 10(c)(3):



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47. Likewise the RFA at Section 10.(c)(8), states: “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.”

48. The letter included as Attachment 22, which is presumed to be a Grant since it does not include repayment provisions, does not include evidence of ability to fund. Therefore, pursuant to Section 10 of the RFA, the \$30,000 grant from NexGen cannot be considered a source of financing. Because this Grant from a Non-Regulated Funding Source cannot be utilized in Development Cost Pro Forma and the Applicant has a shortfall in Construction and Permanent Financing.

#### **Eligibility Issue for Tranquility at Hope School**

49. Applicant number 2019-404H, Tranquility at Hope School (“Tranquility”), failed to fully and accurately disclose all principals for the Applicant entity and one of the two Developers, and must be deemed ineligible. The Principal Disclosure Form pre-approved by Florida Housing and submitted with the Tranquility Application identifies the Applicant as East Lake Florida 2, LLC. The Manager and sole (“Non-investor”) Member of East Lake Florida 2, LLC, is identified as East Lake Community Development, Inc. (“ELCD”). The Principal Disclosure Form also identifies ELCD as one of two Developers of Tranquility. A copy of Tranquility’s Principal Disclosure Form is attached to this Petition as Exhibit I.

50. The Principal Disclosure Form lists the following officers and directors of ELCD:
- Eric Lipp, Executive Director
  - John Wilson, Director and President
  - Jessica Zorn, Director, Treasurer, and Secretary
  - Youzina Price, Director

This is consistent with a listing of officers and directors of ELCD that was included in Attachment 3 to the Tranquility application; that listing is attached to this Petition as Exhibit J.

51. However, the above information, including the pre-approved Principal Disclosure Form, is not consistent with information available on and through the website of the Florida Division of Corporations, sunbiz.org. The Annual Report for ELCD as posted at the Florida Division of Corporations website (sunbiz.org) lists the following Officers and Directors:

- John Wilson
- Kenneth Skellie
- Don Smith
- George Pelekis

Skellie, Smith and Pelekis are not listed as officers or directors in the Principal Disclosure Form submitted to Florida Housing, or in Attachment 3 to the Application. See, Annual Report attached hereto as Exhibit K, and a printout of the Detail by Entity Name page for ELCD attached as Exhibit L.

52. Notably, the Annual Report was filed with the Florida Secretary of State on March 27, 2019 and signed by John Wilson, President. This Annual Report was filed just one (1) day after the Principals Disclosure Form was approved by the Florida Housing, and five days before the Florida Housing Application Deadline of April 1, 2019 for this RFA. The Detail by Entity Name page, as of the date of filing this Protest, shows no further filing after March 27, 2019. Assuming the March 27, 2019 Annual Report is correct, then the Principal Disclosure Form included in the Application was inaccurate on the April 1 FHFC Application Deadline.

53. RFA 2019-109, at Section Four A.3.c.(1), states “the Principal Disclosure Form must identify ... the Principals of the Applicant and Developer(s) as of the Application Deadline.” Tranquility’s Principal Disclosure Form did not correctly identify the Principals of the Applicant,

and one of the two Developers, as of the April 1, 2019 Application Deadline. The Application for Tranquility at Hope School must be rejected as ineligible. If Tranquility's application is deemed ineligible, then Marianna Crossings is the only eligible applicant from Jackson County, and is entitled to be selected for funding before a second applicant is selected from any other county.

### **Jordan Bayou Ineligibility**

54. Applicant 2019-413H, Jordan Bayou, was deemed ineligible in the scoring process by Florida Housing. Based on public records produced by Florida Housing, the basis for ineligibility was Jordan Bayou's failure to complete the unit mix chart contained in the RFA.

55. Jordan Bayou clearly did not fill in the Unit Mix Chart at Section 6.c. of its application. A copy of the Jordan Bayou application, without Attachments, is attached hereto as Exhibit M. The RFA, at page 19, clearly instructs that "All units in the proposed Development must be listed, including all manager/employee units and all market rate units, if applicable."

56. It is possible that Jordan Bayou will argue that it did complete the Unit Size chart set out at Section 10.a.(2) of its application, which reports the number of HOME-assisted units by bedroom size. Jordan Bayou disclosed there that all 39 of its HOME-assisted units would be two bedroom units. However, only 39 of Jordan Bayou's proposed 50 units are proposed to be HOME-assisted. Jordan Bayou did not indicate the mix, by unit size (number of bedrooms) of the non-HOME assisted units, at the Unit Mix Chart at Section 6.c. of the Application.

57. Florida Housing's determination of ineligibility of the Jordan Bayou application is correct, and should stand.

### **Disputed Issues of Material Fact**

58. Petitioner has initially indicated the following disputed issues of material fact, which it reserves the right to supplement as additional facts become known to it.

- a. Whether Florida Housing properly calculated the preference for HOME request amount as a percentage of maximum HOME loan for applicants in this RFA. Petitioner contends that it did not.
- b. Whether, if FHFC had properly calculated the preference for HOME request amount as a percentage of maximum HOME loan request, Marianna Crossings would have been the higher ranked than both Gulf County applicants, and would have been entitled to funding selection before the second Gulf County applicant, even if the other currently eligible Jackson County applicant (Tranquility) remains eligible. Petitioner contends that it would have.
- c. Whether the Development Location Point for Greyes Place is located on the property identified as the site of the proposed development. Petitioner contends that it is not, and that Greyes Place is thus ineligible.
- d. Whether Greyes Place truthfully answered the questions as to whether there were occupied units on the development site, and whether permanent or temporary relocation will be required. Petitioner contends that it did not, and that Greyes Place is thus ineligible.
- e. Whether Greyes Place properly documented Match funding from NexGen Framing in its application, and specifically whether the documentation explicitly stated that the cash Match contribution was not being used for another program. Petitioner contends that it did not, and the funding cannot be counted as Match.
- f. Whether the “Match contribution” from NexGen Framing for Greyes Place

is from a Regulated Mortgage Lender, and if it is not, whether proof of ability to fund was provided. Petitioner contends the donor is not a Regulated Mortgage Lender, and ability to fund was not established, so the contribution cannot be counted as a source of financing.

- g. Whether Barry's Bungalow properly documented Match funding from NexGen Framing in its application, and specifically whether the documentation explicitly stated that the cash Match contribution was not being used for another program. Petitioner contends that it did not, and the funding cannot be counted as Match.
- h. Whether the "Match contribution" from NexGen Framing for Barry's Bungalow is from a Regulated Mortgage Lender, and if it is not, whether proof of ability to fund was provided. Petitioner contends the donor is not a Regulated Mortgage Lender, and ability to fund was not established, so the contribution cannot be counted as a source of financing.
- i. Whether Tranquility at Hope School fully and accurately disclosed all Principals of the East Lake Community Development Corporation, the Manager of the Sole Member of the Applicant entity. Petitioner contends that it did not, and that Tranquility is thus ineligible for consideration for funding.
- j. Whether Greyes Place's site control documentation contained a condition requiring receipt of an invitation into credit underwriting by May 18, 2019, that was not met and that cannot be met, thus invalidating the contract. Petitioner contends that it did contain such a condition and that the condition

was not met, and that Greyes Place thus has no valid site control documentation.

- k. Whether, but for the incorrect HOME percentage funding preference used by Florida Housing staff, Marianna Crossings would have been entitled to be selected for funding. Petitioner contends that it would have been so entitled to funding.
- l. Whether if Greyes Place is correctly deemed ineligible for funding due to its Development Location Point not being on the Development site, Marianna Crossings would be entitled to selection for funding. Petitioner contends that it would.
- m. Whether, if Tranquility at Hope School is correctly deemed ineligible for funding due to its failure to accurately disclose all Principals of the Applicant entity, Marianna Crossings would be entitled to selection for funding.

**Concise Statement of Ultimate Facts, Relief Sought, and Entitlement to Relief**

59. Marianna Crossings asserts that Florida Housing acted inconsistently with the terms of the RFA, in a manner which was arbitrary, capricious, clearly erroneous, and contrary to competition when it did not select Marianna Crossings for funding; or that it would be inconsistent with the RFA, in a manner that is arbitrary, capricious, clearly erroneous, and contrary to competition to not select Marianna if the application errors in Greyes Place, Barry's Bungalow, and Tranquility at Hope School alleged in this Petition are found to be true. Marianna Crossings should have been selected for funding as the only eligible applicant from Jackson County; or, alternatively, should have been selected as the second Applicant from Jackson County before a

second applicant from Gulf County was selected for funding.

60. Petitioner requests that it be afforded the opportunity to resolve this matter by mutual agreement within seven working days of filing this Petition. If the matter cannot be resolved, Petitioner requests that this Petition be forwarded to the Division of Administrative Hearings for assignment of an Administrative Law Judge to conduct a formal evidentiary proceedings and that recommended and final orders be entered finding Petitioner entitled to funding. Petitioner is entitled to this relief by Chapters 120 and 420, Fla. Stat., including but not limited to Sections 120.569, 120.57(2), and 420.5089; and Rule Chapters 28-106, 28-110, 67-48, and 67-60, Fla. Admin. Code; and Florida Housing RFA 2019-109.

**FILED AND SERVED** this 28<sup>th</sup> day of May, 2019.

*/s/ M. Christopher Bryant*

M. CHRISTOPHER BRYANT

Florida Bar No. 434450

OERTEL, FERNANDEZ,

BRYANT & ATKINSON, P.A.

P.O. Box 1110

Tallahassee, Florida 32302-1110

Telephone: 850-521-0700

Telecopier: 850-521-0720

Primary: [cbryant@ohfc.com](mailto:cbryant@ohfc.com)

Secondary: [bpetty@ohfc.com](mailto:bpetty@ohfc.com)

*Attorney for Petitioner Marianna Crossings, LLC*

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that the original of the foregoing Formal Written Protest and Petition for Administrative Proceedings has been filed by e-mail with the Corporation Clerk, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329 ([CorporationClerk@floridahousing.org](mailto:CorporationClerk@floridahousing.org)), and a copy via e-mail to the following this 28<sup>th</sup> day of May, 2019:

Hugh Brown, General Counsel  
Betty Zachem, Assistant General Counsel  
Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329  
[Hugh.brown@floridahousing.org](mailto:Hugh.brown@floridahousing.org)  
[Betty.zachem@floridahousing.org](mailto:Betty.zachem@floridahousing.org)

*/s/ M. Christopher Bryant*  
\_\_\_\_\_  
ATTORNEY



## MARIANNA CROSSINGS' EXHIBITS

- A. FHFC Notice of Intended Awards, posted May 10, 2019
- B. FHFC Notice of Eligibility and Ineligible Applications, posted May 10, 2019
- C. Marianna Crossings' Notice of Protest, filed May 15, 2019
- D. FHFC "Funding Selection" Spreadsheet from Review Committee Meeting
- E. Attachment 8 (Site Control) to Application of Greyes Place, 2019-408H
- F. Application of Greyes Place, 2019-408H (without Attachments)
- G. Attachment 22 (Match contribution) to Application of Greyes Place, 2019-408H
- H. Attachment 22 (Match contribution) to Application of Barry's Bungalow, 2019-407H
- I. Principal Disclosure Form from Application 2019-404H, Tranquility at Hope School
- J. Excerpt of Attachment 3 to Application 2019-404H, Tranquility at Hope School – "Non-Profit Governing Board"
- K. East Lake Community Development, Inc., 2019 Foreign Not for Profit Corporation Annual Report, filed March 27, 2019
- L. Detail by Entity Name for East Lake Community Development, Inc., from Florida Division of Corporation's website (sunbiz.org)
- M. Application number 2019-413H, Jordan Bayou (without exhibits)

RFA 2019-109 – Board Approved Preliminary Awards

Total HOME Available for RFA	30,000,000.00
Total HOME Allocated	32,939,566.02
Total HOME Remaining	(2,939,566.02)

Application Number	Name of Development	Name of Applicant	Name of Developers	County	Total Units	Demo. Commitment	HOME Request Amount	Eligible for Funding?	Tier 1 or 2?	Points	Qualified for CHDO?	HOME Funding Experience Preference	Previous Affordable Housing Experience Funding Preference	Eligible HOME Request as % of Maximum	Match as % of HOME request amount	Florida Job Creation Preference	Lottery
2019-400H	Gateway Manor	Paces Gateway Manor, LLC	The Paces Foundation, Inc.	Gulf	26	F	4,700,000.00	Y	1	5	N	Y	Y	97.27%	1.06%	N	17
2019-401HB	Tupelo Park Apartments	Tupelo Park, LP	The Paces Foundation, Inc.	Bay	47	F	4,300,000.00	Y	1	5	N	Y	Y	86.00%	1.16%	Y	9
2019-404H	Tranquility at Hope School	East Lake Florida 2, LLC	TimsheL Development Partners, LLC and ELCD Development, LLC	Jackson	30	F	4,479,000.00	Y	1	5	N	Y	Y	89.58%	N/A	N	2
2019-407H	Barry's Bungalows	Affordable Housing Solutions for Florida, Inc.	Affordable Housing Solutions for Florida, Inc.	Gulf	27	F	4,964,675.13	Y	1	5	Y	Y	Y	99.29%	0.60%	N	11
2019-408H	Greyes Place	Affordable Housing Solutions for Florida, Inc.	Affordable Housing Solutions for Florida, Inc. Panhandle Affordable II, LLC	Wakulla	27	F	4,970,890.89	Y	1	5	Y	Y	Y	99.42%	0.60%	N	4
2019-411HB	Hilltop Pointe	Hilltop Pointe, LP	Royal American Properties, LLC	Bay	50	F	4,925,000.00	Y	1	5	N	Y	Y	98.50%	N/A	Y	8
2019-417HB	Matthew Commons	SP Commons LLC	Southport Development, Inc., a WA corporation doing business as Southport Development Services, Inc.	Bay	38	F	4,600,000.00	Y	1	5	N	Y	Y	92.00%	N/A	Y	10

On May 10, 2019, 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.

RFA 2019-109 – Board Approved Scoring Results

Application Number	Name of Development	Name of Applicant	Name of Developers	County	Total Units	Demo. Commitment	HOME Request Amount	MIMRB Request	Non-Competitive HC Request	Total Match Amount	Eligible for Funding?	Tier 1 or 2?	Points	Qualified for CHDO?	HOME Funding Experience Preference	Previous Affordable Housing Experience Funding Preference	Eligible HOME Request as % of Maximum	Match as % of HOME request amount	Florida Job Creation Preference	Lottery
<b>Eligible Applications</b>																				
2019-399H	Paradise Palms	Highlands County Housing Authority, Inc.	Highlands County Housing Authority, Inc. GHD Construction Services, Inc.	Highlands	50	F	5,000,000.00	-	-	0	Y	2	5	N	Y	Y	100.00%	N/A	Y	20
2019-400H	Gateway Manor	Paces Gateway Manor, LLC	The Paces Foundation, Inc.	Gulf	26	F	4,700,000.00			50,000	Y	1	5	N	Y	Y	97.27%	1.06%	N	17
2019-401HB	Tupelo Park Apartments	Tupelo Park, LP	The Paces Foundation, Inc.	Bay	47	F	4,300,000.00	8,200,000	426,748.00	50,000	Y	1	5	N	Y	Y	86.00%	1.16%	Y	9
2019-402H	Pine Breeze Apts.	Workforce Housing Ventures, Inc.	Workforce Housing Ventures, Inc. GHD Construction Services, Inc.	Flagler	50	F	5,000,000.00	-	-	0	Y	2	5	N	Y	Y	100.00%	N/A	Y	13
2019-404H	Tranquility at Hope School	East Lake Florida 2, LLC	Timshel Development Partners, LLC and ELCD Development, LLC	Jackson	30	F	4,479,000.00				Y	1	5	N	Y	Y	89.58%	N/A	N	2
2019-405HB	Springfield Crossings	Springfield Crossings, LLC	Springfield Crossings Developer, LLC Judd Roth Real Estate Development, Inc.	Bay	60	F	5,000,000.00	6,700,000	498,825.00		Y	1	5	N	Y	Y	100.00%	N/A	Y	18
2019-406H	Marianna Crossings	Marianna Crossings, LLC	Marianna Crossings Developer, LLC Design Consortium Development, LLC	Jackson	30	F	5,000,000.00				Y	1	5	N	Y	Y	100.00%	N/A	N	7
2019-407H	Barry's Bungalows	Affordable Housing Solutions for Florida, Inc.	Affordable Housing Solutions for Florida, Inc.	Gulf	27	F	4,964,675.13				Y	1	5	Y	Y	Y	99.29%	0.60%	N	11
2019-408H	Greyes Place	Affordable Housing Solutions for Florida, Inc.	Affordable Housing Solutions for Florida, Inc. Panhandle Affordable II, LLC	Wakulla	27	F	4,970,890.89				Y	1	5	Y	Y	Y	99.42%	0.60%	N	4
2019-411HB	Hilltop Pointe	Hilltop Pointe, LP	Royal American Properties, LLC	Bay	50	F	4,925,000.00	5,100,000	297,134.00		Y	1	5	N	Y	Y	98.50%	N/A	Y	8
2019-417HB	Matthew Commons	SP Commons LLC	Southport Development, Inc., a WA corporation doing business as Southport Development Services, Inc.	Bay	38	F	4,600,000.00	6,800,000	315,000.00	0	Y	1	5	N	Y	Y	92.00%	N/A	Y	10

## RFA 2019-109 – Board Approved Scoring Results

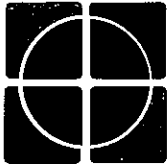
Application Number	Name of Development	Name of Applicant	Name of Developers	County	Total Units	Demo. Commitment	HOME Request Amount	MIMRB Request	Non-Competitive HC Request	Total Match Amount	Eligible for Funding?	Tier 1 or 2?	Points	Qualified for CHDO?	HOME Funding Experience Preference	Previous Affordable Housing Experience Funding Preference	Eligible HOME Request as % of Maximum	Match as % of HOME request amount	Florida Job Creation Preference	Lottery
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**Ineligible Applications**

2019-403H	Cottondale Pointe East	Cottondale Pointe East, LP	Royal American Properties, LLC	Jackson	26	F	4,860,000.00				N*	1	5	N	Y	Y	97.20%	N/A	N	5
2019-409H	Cottondale Pointe West	Cottondale Pointe West, LP	Royal American Properties, LLC	Jackson	26	F	4,860,000.00				N*	1	5	N	Y	Y	97.20%	N/A	N	1
2019-410HB	Northshore Pointe East	Northshore Pointe East, LP	Royal American Properties, LLC	Bay	50	F	4,925,000.00	5,300,000	300,372.00		N*	1	5	N	Y	Y	98.50%	N/A	Y	12
2019-412HB	Northshore Pointe West	Northshore Pointe West, LP	Royal American Properties, LLC	Bay	50	F	4,925,000.00	5,300,000	300,372.00		N*	1	5	N	Y	Y	98.50%	N/A	Y	3
2019-413H	Jordan Bayou	MHP Jordan Bayou, LLC	Jordan Bayou Developer, LLC Shear Development Company, LLC Heartland Development Group, LLC	Franklin	50	F	4,998,000.00				N	1	5	N	Y	Y	99.96%	N/A	Y	19
2019-414H	Thomas Pines	Ad Meliora Community Development, Inc.	Ad Meliora Community Development, Inc.	Jackson	32	F	4,500,000.00			5,000	N	1	5	Y	N	Y	90.00%	0.11%	N	14
2019-415H	Marianna Arms Apartments	Marianna Arms Manager LLC	Marianna Arms Developer LLC	Jackson	30	F	4,799,700.00				N	1	5	N	Y	Y	95.99%	N/A	N	16
2019-416H	The Vine - DR	The Wright Foundation, Inc	Emory Peacock dba/ Grant Peacock Inc. The Wright Foundation Inc	Jackson	24	F	4,990,380.00			1,500,000	N	1	0	N	N	N	100.00%	33.81%	N	6
2019-418HB	Bid-A-Wee Apartments	Bid-A-Wee Manager LLC	Bid-A-Wee Developer LLC	Bay	110	F	5,000,000.00	10,000,000	722,713.00		N	1	5	N	Y	Y	100.00%	N/A	Y	15

On May 10, 2019, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee’s motion to adopt the scoring results above.

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.



OERTEL,  
FERNANDEZ,  
BRYANT &  
ATKINSON, P.A.

MAILING ADDRESS: POST OFFICE BOX 1110 | TALLAHASSEE, FLORIDA 32302-1110

OFFICES: 2060 DELTA WAY | TALLAHASSEE, FLORIDA 32303  
PHONE: 850-521-0700 | FAX: 850-521-0720 | [WWW.OHFC.COM](http://WWW.OHFC.COM)

ATTORNEYS:  
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SIDNEY C. BIGHAM III  
M. CHRISTOPHER BRYANT  
ANGELA FARFORD  
SEGUNDO J. FERNANDEZ  
KENNETH G. OERTEL  
TIMOTHY J. PERRY

OF COUNSEL:  
C. ANTHONY CLEVELAND

May 15, 2019

*Via E-mail*

Corporation Clerk  
Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329  
[CorporationClerk@floridahousing.org](mailto:CorporationClerk@floridahousing.org)

Re: RFA 2019-109 HOME Financing for Rental Developments in Hurricane Michael Impacted Counties and in Rural Areas

Notice of Protest by Marianna Crossings, LLC  
Applicant for Application No. 2019-406H, Marianna Crossings, Jackson County

Dear Corporation Clerk:

Pursuant to Section 120.57(3) Fla. Stat., and Rules 67-60.009(2) and 28-110.003, Fla. Admin. Code, Marianna Crossings, LLC, Applicant for Application No. 2019-406H in RFA 2019-109, hereby gives notice of its intent to protest the determinations contained on the attached spreadsheets reflecting proposed awards of funding (Attachment A) and proposed scoring, eligibility, and ineligibility determinations (Attachment B) in RFA 2019-109, as approved by the Corporation's Board of Directors on Friday, May 10, 2019. These spreadsheets were posted on the Corporation's website on Friday, May 10, 2019, at 11:25 a.m.; this Notice of Protest is being filed within 72 hours of such posting (excluding Saturdays and Sundays).

Marianna Crossings, LLC will file its formal written protest within the time required by Section 120.57(3), Fla. Stat.

Sincerely,

M. Christopher Bryant  
Counsel for Marianna Crossings, LLC  
Applicant for Application No. 2019-406H

cc: Hugh Brown, General Counsel (by e-mail only - [Hugh.Brown@floridahousing.org](mailto:Hugh.Brown@floridahousing.org))

RFA 2019-109 – Board Approved Preliminary Awards

Total HOME Available for RFA	30,000,000.00
Total HOME Allocated	32,939,566.02
Total HOME Remaining	(2,939,566.02)

Application Number	Name of Development	Name of Applicant	Name of Developers	County	Total Units	Demo. Commitment	HOME Request Amount	Eligible for Funding?	Tier 1 or 2?	Points	Qualified for CHDO?	HOME Funding Experience Preference	Previous Affordable Housing Experience Funding Preference	Eligible HOME Request as % of Maximum	Match as % of HOME request amount	Florida Job Creation Preference	Lottery
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2019-401HB	Tupelo Park Apartments	Tupelo Park, LP	The Paces Foundation, Inc.	Bay	47	F	4,300,000.00	Y	1	5	N	Y	Y	86.00%	1.16%	Y	9
2019-404H	Tranquility at Hope School	East Lake Florida 2, LLC	Timshel Development Partners, LLC and ELCD Development, LLC	Jackson	30	F	4,475,000.00	Y	1	5	N	Y	Y	89.58%	N/A	N	2
2019-407H	Barry's Bungalows	Affordable Housing Solutions for Florida, Inc.	Affordable Housing Solutions for Florida, Inc.	Gulf	27	F	4,964,675.13	Y	1	5	Y	Y	Y	99.29%	0.60%	N	11
2019-408H	Greys Place	Affordable Housing Solutions for Florida, Inc.	Solutions for Florida, Inc. Panhandle Affordable II, LLC	Wakulla	27	F	4,970,890.89	Y	1	5	Y	Y	Y	99.42%	0.60%	N	4
2019-411HB	Hilltop Pointe	Hilltop Pointe, LP	Royal American Properties, LLC	Bay	50	F	4,925,000.00	Y	1	5	N	Y	Y	98.50%	N/A	Y	8
2019-417HB	Matthew Commons	SP Commons LLC	Southport Development, Inc., a WA corporation doing business as Southport Development Services, Inc.	Bay	38	F	4,660,000.00	Y	1	5	N	Y	Y	92.00%	N/A	Y	10

On May 10, 2019, 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.

RFA 2019-109 – Board Approved Scoring Results

Application Number	Name of Development	Name of Applicant	Name of Developers	County	Total Units	Demo. Commitment	HOME Request Amount	MMRB Request	Non-Competitive HC Request	Total Match Amount	Eligible for Funding?	Tier 1 or 2?	Points	Qualified for CHDO?	HOME Funding Experience Preference	Previous Affordable Housing Experience	Eligible HOME Request as % of Maximum	Match as % of HOME request amount	Florida Job Creation Preference	Lottery
<b>Eligible Applications</b>																				
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2019-400H	Gateway Manor	Paces Gateway Manor, LLC	The Paces Foundation, Inc.	Gulf	26	F	4,700,000.00		50,000	50,000	Y	1	5	N	Y	Y	97.27%	1.06%	N	17
2019-401HB	Tupelo Park Apartments	Tupelo Park, LP	The Paces Foundation, Inc.	Bay	47	F	4,300,000.00	8,200,000	426,748.00	50,000	Y	1	5	N	Y	Y	86.00%	1.16%	Y	9
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2019-404H	Tranquility at Hope School	East Lake Florida 2, LLC	Timshel Development Partners, LLC and ELCD Development, LLC	Jackson	30	F	4,475,000.00				Y	1	5	N	Y	Y	89.58%	N/A	N	2
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2019-406H	Marianna Crossings	Marianna Crossings, LLC	Marianna Crossings Developer, LLC Design Consortium Development, LLC	Jackson	30	F	5,000,000.00				Y	1	5	N	Y	Y	100.00%	N/A	N	7
2019-407H	Barry's Bungalows	Affordable Housing Solutions for Florida, Inc	Affordable Housing Solutions for Florida, Inc.	Gulf	27	F	4,964,675.13				Y	1	5	Y	Y	Y	99.25%	0.60%	N	11
2019-408H	Greys Place	Affordable Housing Solutions for Florida, Inc	Affordable Housing Solutions for Florida, Inc. Panhandle Affordable II, LLC	Wakulla	27	F	4,970,890.89				Y	1	5	Y	Y	Y	99.42%	0.60%	N	4
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2019-417HB	Matthew Commons	SP Commons LLC	Southport Development, Inc., a WA corporation doing business as Southport Development Services, Inc.	Bay	38	F	4,600,000.00	6,800,000	315,000.00	0	Y	1	5	N	Y	Y	92.00%	N/A	Y	10

RFA 2019-109 – Board Approved Scoring Results

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2019-416H	The Vine - DR	The Wright Foundation, Inc	Emory Peacock dba/ Grant Peacock Inc. The Wright Foundation Inc	Jackson	24	F	4,990,380.00			1,500,000	N	1	0	N	N	N	N	100.00%	33.81%	N	6
2019-418HB	Bid-A-Wee Apartments	Bid-A-Wee Manager LLC	Bid-A-Wee Developer LLC	Bay	110	F	5,000,000.00	10,000,000	722,713.00		N	1	5	N	Y	Y	Y	100.00%	N/A	Y	15

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Total Balance Remaining \$ 1,985,433.98

All Applications

Application Number	Name of Development	Name of Applicant	Name of Developers	County	Total Units	Demo. Commitment	HOME Request Amount	MMRB Request	Non-Competitive HC Request	Total Match Amount	Eligible for Funding?	Tier 1 or 2?	Points	County Award Tally	Qualified for CHDO?	HOME Funding Experience Preference	Previous Affordable Housing Experience Funding Preference	Eligible HOME Request as % of Maximum	Match as % of HOME request amount	Florida Job Creation Preference	Lottery	Fund?
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2019-404H	Tranquility at Hope School	East Lake Florida 2, LLC	Timshel Development Partners, LLC and ELCD Development, LLC	Jackson	30	F	4,479,000.00				Y	1	5	1	N	Y	Y	89.58%	N/A	N	2	Y
2019-417HB	Matthew Commons	SP Commons LLC	Southport Development, Inc., a WA corporation doing business as Southport Development Services, Inc.	Bay	38	F	4,600,000.00	6,800,000	315,000.00	0	Y	1	5	2	N	Y	Y	92.00%	N/A	Y	10	Y
2019-400H	Gateway Manor	Paces Gateway Manor, LLC	The Paces Foundation, Inc.	Gulf	26	F	4,700,000.00			50,000	Y	1	5	2	N	Y	Y	97.27%	1.06%	N	17	Y
2019-411HB	Hilltop Pointe	Hilltop Pointe, LP	Royal American Properties, LLC	Bay	50	F	4,925,000.00	5,100,000	297,134.00		Y	1	5	2	N	Y	Y	98.50%	N/A	Y	8	
2019-407H	Barry's Bungalows	Affordable Housing Solutions for Florida, Inc.	Affordable Housing Solutions for Florida, Inc.	Gulf	27	F	4,964,675.13				Y	1	5	2	Y	Y	Y	99.29%	0.60%	N	11	Y
2019-408H	Greys Place	Affordable Housing Solutions for Florida, Inc.	Affordable Housing Solutions for Florida, Inc. Panhandle Affordable II, LLC	Wakulla	27	F	4,970,890.89				Y	1	5	1	Y	Y	Y	99.42%	0.60%	N	4	Y
2019-405HB	Springfield Crossings	Springfield Crossings, LLC	Springfield Crossings Developer, LLC Judd Roth Real Estate Development, Inc.	Bay	60	F	5,000,000.00	6,700,000	498,825.00		Y	1	5	2	N	Y	Y	100.00%	N/A	Y	18	
2019-406H	Marianna Crossings	Marianna Crossings, LLC	Marianna Crossings Developer, LLC Design Consortium Development, LLC	Jackson	30	F	5,000,000.00				Y	1	5	1	N	Y	Y	100.00%	N/A	N	7	
2019-402H	Pine Breeze Apts.	Workforce Housing Ventures, Inc.	Workforce Housing Ventures, Inc. GHD Construction Services, Inc.	Flagler	50	F	5,000,000.00	-	-	0	Y	2	5	0	N	Y	Y	100.00%	N/A	Y	13	
2019-399H	Paradise Palms	Highlands County Housing Authority, Inc.	Highlands County Housing Authority, Inc. GHD Construction Services, Inc.	Highlands	50	F	5,000,000.00	-	-	0	Y	2	5	0	N	Y	Y	100.00%	N/A	Y	20	

# Attachment 8

**FLORIDA HOUSING FINANCE CORPORATION**  
**Site Control Certification Form**

As of the Application Deadline for this RFA, the Applicant entity Affordable Housing Solutions

for Florida, Inc.

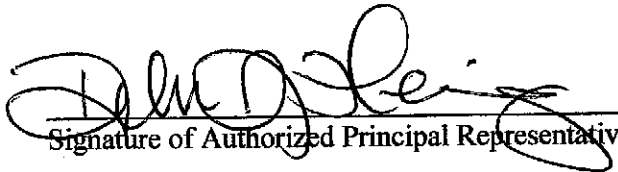
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has control of the Development site and all Scattered Sites, if applicable. Control of the site means that by Application Deadline the Applicant can establish one or more of the following requirements that include the terms set forth in Section Four A.7.a. of the RFA:

- Eligible Contract
- Deed or Certificate of Title
- Lease

To be considered complete, documents demonstrating that site control pursuant to the terms set forth in Section Four A.7.a. of the RFA are attached.

Under the penalties of perjury pursuant to Section 92.525, F.S., and of material misrepresentation pursuant to Section 420.508(35), Fla. Statutes, and Fla. Admin. Code Section 67-21.003(6) and/or 67-48.004(2), I declare and certify that I have read the foregoing and that the information is true, correct and complete.

  
Signature of Authorized Principal Representative

Debra S. Fleming  
Name (typed or printed)

President  
Title (typed or printed)

This form must be signed by the Authorized Principal Representative stated in Exhibit A.



Powered By :

## Certificate of Authenticity

### Session Information

Signing Session ID:	065e4164-103a-465c-9c28-09fe73e9acda	Status:	Completed
Transaction Name:	59 Daniel Lane	Created On:	03/26/2019 10:18:49 AM EDT
Session Title:	Greye's Place Phase 1 Contract	Last Modified:	03/26/2019 1:42:04 PM EDT
Documents:	3	Owner:	Susan Schatzman
Signers:	2	Company:	Harbor Point Realty (CV)

### Signer Information

Signature Events	Signature	Timestamp
Debra Fleming president@ahsf.org Signer Security: Email	<i>Debra Fleming</i>  IP Address: 35.138.248.184 ID: 01fe2a41-3f82-4084-867e-d2ade4f4deb5	Sent: 03/26/2019 10:24:28 AM EDT Viewed: 03/26/2019 10:52:58 AM EDT Disclosure: 03/26/2019 10:52:58 AM EDT Signed: 03/26/2019 10:53:45 AM EDT
Scott Gaby swgaby51@gmail.com Signer Security: Email	<i>Scott Gaby</i>  IP Address: 167.160.218.254 ID: d78902d1-b4ad-4faa-9421-c88e9ea3ce2f	Sent: 03/26/2019 10:53:48 AM EDT Viewed: 03/26/2019 1:40:16 PM EDT Disclosure: 03/26/2019 1:40:16 PM EDT Signed: 03/26/2019 1:42:02 PM EDT

### Session Documents

Document	Signatures	Initials	Dates	FormFields	Dropdown	Checkbox	RadioButton
VacantLandContract.pdf	2	14	2	0	0	0	0
NoticetoSeller.pdf	0	0	0	0	0	0	0
ExhibitA.pdf	0	0	0	0	0	0	0

### Session Activity

Timestamp	IP Address	Activity
03/26/2019 1:42:04 PM EDT	167.160.218.254	Session completed and closed by Susan Schatzman
03/26/2019 1:42:02 PM EDT	167.160.218.254	Signing Completed by Scott Gaby (swgaby51@gmail.com)
03/26/2019 1:40:16 PM EDT	167.160.218.254	Signature created and disclosure approved by Scott Gaby (swgaby51@gmail.com)

03/26/2019 10:53:48 AM EDT	35.138.248.184	Invitation sent to Scott Gaby (swgaby51@gmail.com) by Susan Schatzman
03/26/2019 10:53:45 AM EDT	35.138.248.184	Signing Completed by Debra Fleming (president@ahsf.org)
03/26/2019 10:52:58 AM EDT	35.138.248.184	Signature created and disclosure approved by Debra Fleming (president@ahsf.org)
03/26/2019 10:24:28 AM EDT	68.59.98.244	Invitation sent to Debra Fleming(president@ahsf.org) by Susan Schatzman
03/26/2019 10:24:28 AM EDT	68.59.98.244	eSignOnline Session Created by Susan Schatzman

## Disclosure

### Consumer Disclosure

Please read the information below regarding the terms and conditions of receiving documents, contracts, and disclosures electronically through the eSignOnline electronic signature system. If this information is to your satisfaction and you agree to the terms and conditions, please confirm your acceptance and agreement by checking the box 'I Agree to the above Consumer Disclosure' and selecting the 'Create and Approve Signature button'.

### Electronic distribution of documents and contracts

Harbor Point Realty (CV) (We, us, or the Company) acknowledges your agreement to receive required documents, contracts, notices, disclosures, authorizations, and other documents electronically through the eSignOnline electronic signature system. We appreciate and thank you for doing your part to go paperless and save our environment. Through the eSignOnline electronic signature system, we are able to save time and process a transaction faster. We do not have to print and mail paper copies, wait for signatures that could take days or weeks, and there are no delays associated with waiting for you to mail it back to us. Unless you tell us otherwise in accordance with the procedures described herein this disclosure, we will provide documents through this electronic method during the course of our relationship with you. If you do not agree with this process and method, please let us know as described below.

Harbor Point Realty (CV) outsources personal information to a third party processing and storage service provider which is located in the USA. The Buyer and Seller hereby acknowledge that personal information processed and stored by a US third party service provider is subject to the laws of that country and that information may be made available to the US government or its agencies under a lawful order made in that country.

### Paper copies

During the signing process on eSignOnline, you will have the opportunity to download and print your copies of the documents before and after signing. At any time, you may contact us to obtain paper copies of documents that have been provided to you electronically. To request paper copies, you must send an email to schatzman@comcast.net and in the body of the email state your full name, address, telephone number, and the name of the document or transaction that you would like a paper copy for. If any fees apply, we will notify you.

### Withdrawing your consent to sign electronically

Once you have decided and agreed to the following disclosure to sign documents electronically, you may at any time thereafter decide to withdraw your consent and receive required documents only in paper format. There are several ways to inform us that you no longer wish to received documents and sign electronically:

- a) During the electronic signing process, you may elect to 'decline' and indicate your reasons for declining and withdrawing your consent.
- b) Send an email to schatzman@comcast.net and in the body of the email indicate your full name, address, telephone number and that you no longer wish to sign electronically and instead would like to receive paper copies

Please be aware that withdrawing your consent to sign electronically may result in delays and/or more time to complete a transaction. We will then have to print and mail paper copies to you, wait for you to receive and sign documents, then wait for you to mail it back and follow the same procedure with other parties to the transaction.

### How to contact Harbor Point Realty (CV)

At any time, you may contact us to change your email and contact information, request paper copies, or to indicate your change in consent to sign electronically hereafter.

Contact Name : Susan Schatzman  
Email Address : schatzman@comcast.net  
Phone Number :

### Hardware and Software Requirements

The following are minimum hardware and software requirements to use the eSignOnline electronic signature system.

Operating Systems: Windows® 8, Windows® 7, Windows Vista®, Mac OS® X 10.6 and higher.

Browsers: Google Chrome® 36 and higher, Internet Explorer® 9.0 and higher, Mozilla Firefox® 31.0 and higher, Safari® 5.1.7 and higher.

Screen Resolution: 800 x 600 minimum

Security Settings: Allow per session cookies

PDF Reader: Acrobat® or similar software to view and print PDF files

**Your Acknowledgment and Consent to use electronic signatures**

To confirm to us that you can access this information electronically, which will be similar to other electronic documents that we will provide to you, please verify that you were able to read this electronic consumer disclosure and that you also were able to print on paper or electronically save this page for your future reference and access. Further, you consent to receiving notices and disclosures in electronic format on the terms and conditions described herein this consumer disclosure, please let us know by checking the 'I agree with the above Consumer Disclosure' box below.

By checking the 'I agree with the above Consumer Disclosure' box, I confirm that I can access and read this electronic consumer disclosure to consent to receipt of electronic documents, I can print on paper if I so choose, the disclosure and/or save to a place where I can print it for future reference and access, and until I notify Harbor Point Realty (CV) otherwise, I consent to receive from Harbor Point Realty (CV) electronic documents that are required to be provided or made available to me by Harbor Point Realty (CV) during the course of my relationship with Harbor Point Realty (CV).



Vacant Land Contract

1. Sale and Purchase: Scott W. Gaby as Personal Representative of the Estate of Billy W. Gaby ("Seller") and Affordable Housing Solutions for Florida, Inc. and/or assigns ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as: Address: 59 Daniel Lane, Crawfordville, FL 32327 Legal Description: Parcel ID #36-3S-02W-0000-1771000 and a portion of Parcel ID #36-3S-02W-0000-1758000 consisting of 7.115 acres more or less. See attached "Exhibit A"

SEC 36/TWP 3S/RNG 02 of Wakulla County, Florida. Real Property ID No.: including all improvements existing on the Property and the following additional property:

2. Purchase Price: (U.S. currency) \$ 270,000.00 All deposits will be made payable to "Escrow Agent" named below and held in escrow by: Escrow Agent's Name: Porges, Hamlin, Knowles & Hawk, P.A. Escrow Agent's Contact Person: Curtis D. Hamlin Escrow Agent's Address: 1205 Manatee Avenue West, Bradenton, FL 34205 Escrow Agent's Phone: 941-748-3770 Escrow Agent's Email: cdh@phkhlaw.com

- (a) Initial deposit (\$0 if left blank) (Check if applicable) [ ] accompanies offer [X] will be delivered to Escrow Agent within 5 days (3 days if left blank) after Effective Date \$ 1,000.00 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable) [ ] within days (10 days if left blank) after Effective Date [ ] within days (3 days if left blank) after expiration of Feasibility Study Period \$ (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) \$ (d) Other: \$ (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds \$ 269,000.00 (f) [ ] (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is [ ] lot [ ] acre [ ] square foot [ ] other (specify): prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation:

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before March 26, 2019, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.

4. Closing Date: This transaction will close on October 1, 2019 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

Buyer (DF) and Seller (SG) acknowledge receipt of a copy of this page, which is 1 of 7 pages. VAC-11 Rev 6/17

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- 51 **5. Financing: (Check as applicable)**
- 52\* (a)  **Buyer** will pay cash for the Property with no financing contingency.
- 53\* (b)  This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
- 54\* specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective
- 55\* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_
- 56\* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
- 57\* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
- 58\* Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
- 59\* returned.
- 60\* (1)  **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_
- 61\* or \_\_\_\_\_% of the purchase price at (**Check one**)  a fixed rate not exceeding \_\_\_\_\_%  an
- 62\* adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing interest rate
- 63\* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
- 64\* informed of the loan application status and progress and authorizes the lender or mortgage broker to
- 65\* disclose all such information to **Seller** and Broker.
- 66\* (2)  **Seller Financing:** **Buyer** will execute a  first  second purchase money note and mortgage to
- 67\* **Seller** in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as
- 68\* follows: \_\_\_\_\_
- 69\* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
- 70\* forms generally accepted in the county where the Property is located; will provide for a late payment fee
- 71\* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
- 72\* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
- 73\* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
- 74\* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
- 75\* to obtain credit, employment, and other necessary information to determine creditworthiness for the
- 76\* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
- 77\* **Seller** will make the loan.
- 78\* (3)  **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
- 79\* \_\_\_\_\_
- 80\* LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at
- 81\* \$ \_\_\_\_\_ per month, including principal, interest,  taxes and insurance, and having a
- 82\*  fixed  other (describe) \_\_\_\_\_
- 83\* interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the
- 84\* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
- 85\* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or
- 86\* the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess,
- 87\* failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
- 88\* **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.
- 89\* **6. Assignability: (Check one)** **Buyer**  may assign and thereby be released from any further liability under this
- 90\* contract,  may assign but not be released from liability under this contract, or  may not assign this contract.
- 91\* **7. Title: Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty
- 92\* deed  special warranty deed  other (specify) \_\_\_\_\_, free of liens, easements,
- 93\* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
- 94\* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
- 95\* other matters to which title will be subject) \_\_\_\_\_ n/a
- 96\* provided there exists at closing no violation of the foregoing.
- 97\* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
- 98\* pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
- 99\* **Seller** will deliver to **Buyer**, at
- 100\* (**Check one**)  **Seller's**  **Buyer's** expense and
- 101\* (**Check one**)  within 20 days after Effective Date  at least \_\_\_\_\_ days before Closing Date,
- 102\* (**Check one**)
- 103\* (1)  a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
- 104\* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
- 105\* amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
- 106\* paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
- 107\* **Buyer** within 15 days after Effective Date.

Buyer DF (\_\_\_\_\_) and Seller 56 (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is 2 of 7 pages.

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- 108\* (2)  an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
- 109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
- 110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
- 111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
- 112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
- 113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
- 114 then (1) above will be the title evidence.
- 115\* (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 15 days (10 days if left blank)
- 116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable
- 117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and
- 118\* **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If
- 119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice
- 120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured
- 121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after
- 122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept
- 123 title subject to existing defects and close the transaction without reduction in purchase price.
- 124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
- 125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
- 126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
- 127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
- 128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).
- 129 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

130 **8. Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with

131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or

132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- 133 (a) **Inspections: (Check (1) or (2))**
- 134\* (1)  **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within \_\_\_\_\_ days (30 days if left blank)
- 135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
- 136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**
- 137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
- 138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the
- 139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
- 140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
- 141 consistency with local, state, and regional growth management plans; availability of permits, government
- 142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be
- 143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all
- 144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives
- 145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the
- 146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its
- 147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will
- 148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,
- 149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
- 150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
- 151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien
- 152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,
- 153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and
- 154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**
- 155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**

157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice

158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"

159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to

160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

- 161\* (2)  **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including
- 162 being satisfied that either public sewerage and water are available to the Property or the Property will be
- 163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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- 164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
- 165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not
- 166 contingent on **Buyer** conducting any further investigations.
- 167 **(b) Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
- 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
- 169 expired or if Paragraph 8(a)(2) is selected.
- 170 **(c) Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government
- 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
- 172 to improving the Property and rebuilding in the event of casualty.
- 173 **(d) Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
- 174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
- 175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
- 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
- 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
- 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
- 179 Department of Environmental Protection, including whether there are significant erosion conditions associated
- 180 with the shore line of the Property being purchased.
- 181+  **Buyer** waives the right to receive a CCCL affidavit or survey.

182 **9. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be

183 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title

184 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds

185 to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to

186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the

187 costs indicated below.

- 188 **(a) Seller Costs:**
- 189 Taxes on deed
- 190 Recording fees for documents needed to cure title
- 191 Title evidence (if applicable under Paragraph 7)
- 192+ Other: \_\_\_\_\_

- 193 **(b) Buyer Costs:**
- 194 Taxes and recording fees on notes and mortgages
- 195 Recording fees on the deed and financing statements
- 196 Loan expenses
- 197 Title evidence (if applicable under Paragraph 7)
- 198 Lender's title policy at the simultaneous issue rate
- 199 Inspections
- 200 Survey
- 201 Insurance
- 202+ Other: \_\_\_\_\_

203 **(c) Prorations:** The following items will be made current and prorated as of the day before Closing Date: real

204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,

205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be

206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 **(d) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller**

208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount

209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but

210 has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be

211+ paid in installments,  **Seller**  **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is

212 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a

213 Homeowners' or Condominium Association.

214 **(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**

215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**

216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**

217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**

218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**

219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

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- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
- 221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
- 222 closing.
- 223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
- 224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
- 225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
- 226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
- 227 will not be contingent upon, extended, or delayed by the Exchange.

228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days

229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal

230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday

231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**

232 **this contract.**

233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing

234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain

235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may

236 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,

237 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and

238 receive all payments made by the governmental authority or insurance company, if any.

239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to

240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or

241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,

242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably

243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is

244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for

245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force

246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to

247 the other; and **Buyer's** deposit(s) will be returned.

248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or

249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**

250 **this contract, regarding any contingency will render that contingency null and void, and this contract will**

251 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received**

252 **by an attorney or licensee (including a transactions broker) representing a party will be as effective as if**

253 **delivered to or received by that party.**

254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.

255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**

256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed

257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This

258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications

259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be

260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If

261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be

262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.

263 This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular

264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if

265 permitted, of **Seller**, **Buyer**, and Broker.

266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive

267 closing or termination of this contract.

268 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**

269 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

270 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also

271 be liable for the full amount of the brokerage fee.

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272 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract,  
273 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the  
274 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,  
275 consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**  
276 will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in  
277 equity to enforce **Seller's** rights under this contract.

278 **16. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to  
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting  
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

281 **17. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively  
282 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them  
283 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing  
284 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and  
285 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any  
286 person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful  
287 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay  
288 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the  
289 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

290 **18. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations  
291 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting  
292 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor  
293 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,  
294 property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside  
295 in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller**  
296 representations or public records. **Buyer** agrees to rely solely on **Seller**, professional inspectors, and  
297 government agencies for verification of the Property condition and facts that materially affect Property  
298 value. **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all  
299 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising  
300 from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold  
301 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or  
302 damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or  
303 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video  
304 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's  
305 performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475,  
306 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)  
307 products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each  
308 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve  
309 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.  
310 This Paragraph will survive closing.

311 **19. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by  
312 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales  
313 Commission Lien Act provides that when a broker has earned a commission by performing licensed services  
314 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the  
315 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

316 **20. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**  
317 **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in  
318 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the  
319 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any  
320 MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

321\* (a) \_\_\_\_\_ Harbor Point Realty (Seller's Broker)  
322\* will be compensated by  Seller  Buyer  both parties pursuant to  a listing agreement  other  
323\* (specify): \_\_\_\_\_  
324\* (b) \_\_\_\_\_ Harbor Point Realty (Buyer's Broker)  
325\* will be compensated by  Seller  Buyer  both parties  Seller's Broker pursuant to  a MLS offer of  
326\* compensation  other (specify): \_\_\_\_\_

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327\* **21. Additional Terms:** The closing date may be extended one time for up to 45 days. The deposit is refundable  
328 until such time as FHFC issues a firm commitment to fund the requested loan for Phase 1 and upon receipt of the firm  
329 commitment deposit shall be non-refundable. Should the loan request not receive a firm commitment the deposit  
330 shall be refunded. Section 5(b) loan commitment: obtain FHFC firm commitment on or before September 30, 2019 or  
331 at the first FHFC monthly board meeting following the underwriters positive loan recommendation expected in August,  
332 2019. Section 8 - Feasibility period will extend until completion of underwriters positive recommendation for loan  
333 approval. Should the buyer not receive an invitation into underwriting by May 18, 2019, the contract will be  
334 terminated. Buyer to notify seller no later than May 19, 2019 of the FHFC results.  
335  
336  
337  
338  
339  
340  
341  
342

343 **COUNTER-OFFER/REJECTION**

- 344\*  Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
345 deliver a copy of the acceptance to Seller).  
346\*  Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**  
348 **signing.**

349\* **Buyer:** Debra Fleming Date: 03/26/2019

350\* Print name: Debra Fleming, Affordable Housing Solutions of Florida, Inc.

351\* **Buyer:** \_\_\_\_\_ Date: \_\_\_\_\_

352\* Print name: \_\_\_\_\_

353 **Buyer's address for purpose of notice:**

354\* Address: PO Box 2659, Land O' Lakes, FL 34639

355\* Phone: 305-865-4555 Fax: \_\_\_\_\_ Email: president@ahsf.org

356\* **Seller:** Scott Gaby Date: 03/26/2019

357\* Print name: Scott W. Gaby

358\* **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_

359\* Print name: \_\_\_\_\_

360 **Seller's address for purpose of notice:**

361\* Address: 208 Roland Harvey, Crawfordville, FL 32327

362\* Phone: 850-545-5817 Fax: \_\_\_\_\_ Email: swgaby51@gmail.com

363\* **Effective Date:** March 26, 2019 (The date on which the last party signed or initialed and delivered the  
364 **final offer or counter offer.**)

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EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN IN THE SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, TALLAHASSEE BASE MERIDIAN, WAKULLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE AFORESAID SECTION 36, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGH DRIVE; THENCE N 89° 44' 52" W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 325.00 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE BEARING N 89° 49' 07" W, A DISTANCE OF 109.44 FEET; THENCE S 00° 00' 13" E, A DISTANCE OF 251.43 FEET; THENCE N 87° 04' 56" W, A DISTANCE OF 24.90 FEET; THENCE S 00° 57' 20" W, A DISTANCE OF 1086.75 FEET; THENCE S 89° 45' 52" E, A DISTANCE OF 23.00 FEET TO THE SOUTH LINE OF SECTION 36; THENCE S 89° 21' 53" E, A DISTANCE OF 454.44 FEET TO THE SOUTHEAST CORNER OF SECTION 36; THENCE N 00° 00' 00" W, ALONG THE EAST LINE OF SECTION 36, A DISTANCE OF 201.84 FEET; THENCE S 90° 00' 00" W, A DISTANCE OF 167.21 FEET; THENCE S 57° 27' 31" W, A DISTANCE OF 27.36 FEET; THENCE N 89° 21' 53" W, A DISTANCE OF 105.89 FEET; THENCE N 00° 00' 00" W, A DISTANCE OF 642.08 FEET; THENCE N 90° 00' 00" E, A DISTANCE OF 131.16 FEET; THENCE N 62° 00' 55" E, A DISTANCE OF 56.63 FEET; THENCE N 90° 00' 00" E, A DISTANCE OF 114.99 FEET TO THE AFORESAID EAST LINE OF SECTION 36; THENCE N 00° 00' 00" W, ALONG SAID EAST LINE, A DISTANCE OF 140.81 FEET; THENCE S 89° 43' 03" W, A DISTANCE OF 116.96 FEET; THENCE N 88° 58' 15" W, A DISTANCE OF 207.88 FEET; THENCE N 00° 01' 50" W, A DISTANCE OF 363.13 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 7.115 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

**Notice to Seller:**

As per requirements of the uniform relocation act, the buyer does not have the power of eminent domain to obtain the property and a determination of market value will estimate the value of the property. This signed acknowledgement will be Exhibit B of the purchase and sale agreement.

Acknowledged on 13<sup>th</sup> day of March, 2019:

Scott Gaby \_\_\_\_\_, Property Seller  
Scott W. Gaby

**Exhibit A to RFA 2019-109– HOME Financing to be used for Rental Developments in Hurricane Michael Impacted Counties and in Rural Areas**

**1. Applicant Certification and Acknowledgement form**

Provide the Applicant Certification and Acknowledgement, executed by the Authorized Principal Representative, as **Attachment 1**.

**2. Demographic Commitment:**

Select one (1) of the following Demographic Commitments:

Family

**3. Applicant/Developer/Management Company/Contact Person Information:**

a. Applicant Information

(1) Name of Applicant

Affordable Housing Solutions for Florida, Inc.

(2) 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**.

(3) Non-Profit Applicant qualifications

Does the Applicant or the General Partner or managing member of the Applicant meet the definition of Non-Profit as set forth in Rule Chapter 67-48, F.A.C. or Rule Chapter 67-21, F.A.C.?

Yes

If “Yes,” provide the required information for the Non-Profit entity as **Attachment 3**.

(4) HOME Community Housing Development Organization (CHDO):

To qualify as a CHDO and be eligible for the CHDO funding goal, state the CHDO name and provide the required CHDO Checklist along with all appropriate exhibits thereto as **Attachment 4**.

Does the Applicant qualify as a CHDO?

Yes

If “Yes”, state CHDO Name:



Affordable Housing Solutions for Florida, Inc.

b. General Developer Information:

- (1) Name of each Developer (including all co-Developers)

Affordable Housing Solutions for Florida, Inc.  
Panhandle Affordable II, LLC

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

- (3) Developer Experience Funding Preferences

- (a) Does at least one natural person Principal of the Developer entity, or if more than one Developer entity, at least one natural person Principal of at least one of the Developer entities, meet the requirements to qualify for the Previous Affordable Housing Experience Funding Preference?

Yes

If “Yes”, in order to qualify for the preference, provide, as **Attachment 5**, the required prior experience chart demonstrating the experience.

- (b) Does at least one natural person Principal of the Developer entity, or if more than one Developer entity, at least one natural person Principal of at least one of the Developer entities, meet the requirements to qualify for the HOME Funding Experience Preference?

Yes

If “Yes”, in order to qualify for the preference, the prior experience chart provided as **Attachment 5** must demonstrate the required HOME funding experience.

c. Principals for the Applicant and for each Developer:

- (1) Eligibility Requirement

To meet the submission requirements, upload the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) (“Principals Disclosure Form”) with the Application and Development Cost Pro Forma, as outlined in Section Three of the RFA.

To meet eligibility requirements, the Principals Disclosure Form must identify, pursuant to Subsection 67-48.002(94), F.A.C., the Principals of the Applicant and Developer(s) as of the Application Deadline. For Housing Credits, the investor limited partner of an Applicant limited partnership or the investor member of an Applicant limited liability company must be identified. A Principals Disclosure Form should not include, for any organizational structure, any type of entity that is not specifically included in the Rule definition of Principals.

(2) Point Item

Applicants will receive 5 points if the uploaded Principal Disclosure Form was stamped "Approved" during the Advance Review Process provided (a) it is still correct as of Application Deadline, and (b) it was approved for the type of funding being requested (i.e., Housing Credits or Non-Housing Credits).

d. General Management Company Information:

Name of the Management Company:

Grail Management Group, LLC

Provide, as **Attachment 6**, the required prior experience chart for the Management Company or a principal of the Management Company reflecting the required information.

e. Authorized Principal Representative / Contact Person

(1) Authorized Principal Representative contact information (required)

Name: Debra S. Fleming

Organization: Affordable Housing Solutions for Florida, Inc.

Street Address: 7842 Land O' Lakes Blvd. #305

City: Land O' Lakes

State: Florida

Zip: 34638

Telephone: 813-956-4296

E-Mail Address: president@ahsf.org

(2) Operational Contact Person information (optional)

Name: Debra S. Fleming

Organization: Affordable Housing Solutions for Florida, Inc.

Street Address: 7842 Land O' Lakes Blvd. #305

City: Land O' Lakes

State: Florida

Zip: 34638

Telephone: 813-956-4296

E-Mail Address: president@ahsf.org

**4. General Development Information:**

a. Name of the proposed Development:

Greves Place

b. Select the Development Category: New Construction

c. Select the Development Type: Duplexes

d. Does the proposed Development meet the requirements to be considered to be ESS Construction?

Yes

e. Has construction commenced?

No

Note: If "Yes", all rules and regulations in 24 CFR Part 92, which includes cross-cutting Federal Regulations, will apply.

**5. Location of proposed Development**

a. County: Wakulla

b. Address of Development Site

59 Daniel Lane, Crawfordville Florida 32327

c. Does the proposed Development consist of Scattered Sites?

No

d. Latitude and Longitude Coordinates

(1) Development Location Point

Latitude in decimal degrees, rounded to at least the sixth decimal place

30.172885

Longitude in decimal degrees, rounded to at least the sixth decimal place

-84.381174

(2) If the proposed Development consists of Scattered Sites, identify the latitude and longitude coordinate for each site, rounded to at least the sixth decimal place:

[Click here to enter text.](#)

- e. For proposed Developments located in a Tier 2 county, is the proposed Development located in an eligible Rural Area, as defined by the United States Department of Agriculture Rural Development (RD)?

[Choose an item.](#)

NOTE: For a proposed Development located in a Tier 2 county, to be eligible for funding, the Applicant must state “Yes” and must provide, as **Attachment 7**, the required evidence demonstrating that all sites of the proposed Development are located in an eligible Rural Area.

**6. Units**

- a. Total number of units in the proposed Development: 27
- b. Set-Aside Commitments

To enter data, double click **within** the chart and enter the required information. When finished, click anywhere on the page outside the chart to exit the worksheet.

(1) Minimum Number of HOME-Assisted Units Required by HUD:	
(a) HOME loan requested:.....	<u>\$4,970,890.89</u>
(as stated at question 10.a.(1) of Exhibit A)	
(b) Total Development Cost:.....	<u>\$6,105,106.60</u>
(as stated on the Development Cost pro forma)	
(c) Percentage of Total Development Cost provided by HOME Loan:.....	<u>82%</u>
(Chart will automatically divide (a) by (b) and round up to the next whole percentage number)	
(d) Total number of units in the Development:.....	<u>27</u>
(e) Minimum number of HOME-Assisted Units Required by HUD:.....	<u>23</u>
(Chart will automatically multiply (d) by (c), round up to the next whole number)	
(2) Total Number of HOME-Assisted Units Committed for HOME:	
(a) Total HOME-Assisted Units committed for HOME* .....	<u>27</u>
(must equal or exceed the answer at 6.b.(1)(e) above)	
(b) Low HOME Rent Units.....	<u>6</u>
(Chart will automatically calculate 20 percent of the total units stated at 6.b.(2)(a) above)	
(c) High HOME Rent Units.....	<u>21</u>
(Chart will automatically calculate (a) minus (b))	

Any errors in the calculations performed in this section may be corrected by the Corporation during scoring.

\*If the total number of HOME-Assisted Units stated in 6.b.(2){a} is not equal to the total number of set-aside units stated in the chart at question 10.b. the Corporation will use the greater of the two.

(3) Set-Aside Commitments for proposed Developments located in Bay County that are also requesting Corporation-issued MMRB and Non-Competitive Housing Credits

(a) Select one (1) of the following minimum set-aside commitments:

Choose an item.

(b) Set-Aside Breakdown Chart

(i) Applicants committing to the minimum set-aside commitment of 20 percent of the total units at 50 percent of the Area Median Income or less or 40 percent of the total units at 60 percent of the Area Median Income or less must complete the following chart:

Percentage of Residential Units		
Commitment for MMRB	Commitment for Non-Competitive HC	AMI Level
Enter Number%	Enter Number%	At or Below 25%
Enter Number %	Enter Number %	At or Below 28%
Enter Number %	Enter Number %	At or Below 30%
Enter Number %	Enter Number %	At or Below 33%
Enter Number %	Enter Number %	At or Below 35%
Enter Number %	Enter Number %	At or Below 40%
Enter Number %	Enter Number %	At or Below 45%
Enter Number %	Enter Number %	At or Below 50%
Enter Number %	Enter Number %	At or Below 60%
Total Set-Aside Percentage:	Enter Number % *	Enter Number %

(ii) Applicants committing to the Average Income Test must complete this chart:

If the Average Income test is selected, the MMRB set-aside commitment will be 40 percent of the total units at or below 60 percent AMI.

Total Set-Aside Breakdown Chart

<u>Number of Residential Units</u>	AMI Level
<u>Enter Number</u>	At or Below 20%
<u>Enter Number</u>	At or Below 30%
<u>Enter Number</u>	At or Below 40%
<u>0</u>	At or Below 50%
<u>0</u>	At or Below 60%
<u>Enter Number</u>	At or Below 70%
<u>Enter Number</u>	At or Below 80%
<u>Enter Number</u>	Market Rate Units
<u>0 %</u> <b>(Total Set-Aside Percentage)</b>	

Note: The Development Cost Pro Forma includes an Average Income Test worksheet to assist Applicants in this calculation. If the Total Set-Aside Breakdown Chart reflects that the Average AMI of all Set-Aside Units exceeds 60 percent the Application will not be eligible for funding.

c. Unit Mix Chart

Complete the chart below:

<b>Number of Bedrooms/Bathrooms per Unit</b>	<b>Number of Units per Bedroom Type</b>	<b>Number of Units that are ELI Set-Aside Units</b>
<u>3 Bedrooms/2 Bathrooms</u>	<u>27</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>

\*refer to Section Four A.6.c.(2) of the RFA

Answer the following questions:

(a) How many Zero Bedroom Units are described in the unit mix chart?

0

(b) How many one-bedroom units are described in the unit mix chart?

0

(c) How many two-bedroom units are described in the unit mix chart?

0

(d) How many three-bedroom units are described in the unit mix chart?

27

(e) How many four-bedroom units are described in the unit mix chart?

0

d. Compliance Period

All Applicants are required to set aside the units for 50 years. This includes the HUD affordability period of 20 years for new construction plus a minimum 30 year extended affordability period, for a total affordability period of 50 years. The Compliance Period committed to in this section includes the units set aside for the Demographic Commitments made in this RFA.

**7. Readiness to Proceed**

a. Site Control

Provide the required documentation to demonstrate site control as **Attachment 8**.

b. Ability to Proceed documents

(1) Provide the required documentation to demonstrate zoning as **Attachment 9**.

(2) Provide the required documentation to demonstrate availability of electricity as **Attachment 10**.

(3) Provide the required documentation to demonstrate availability of water as **Attachment 11**.

(4) Provide the required documentation to demonstrate availability of sewer as **Attachment 12**.

(5) Provide the required documentation to demonstrate availability of roads as **Attachment 13**.

**8. Construction Features**

a. Federal requirements and State Building Code requirements for all Developments are outlined in Section Four.



- b. General feature requirements for all Developments are outlined in Section Four.
- c. Accessibility feature requirements for all Developments are outlined in Section Four.
- d. Green Building Features:
  - (1) Green Building feature requirements for all Developments are outlined in Section Four.
  - (2) Applicants of proposed Developments with the Development Category of new construction or Redevelopment, with or without acquisition, must commit to achieve one of the following Green Building Certification programs described in Section Four.

**9. Resident Programs:**

- a. Applicants that select the Family Demographic must commit to provide at least two (2) of the following resident programs:
  - After School Program for Children
  - Adult Literacy
  - Employment Assistance Program
  - Family Support Coordinator
  - Financial Management Program
  
- b. Developments serving the Elderly Demographic:
  - (1) Required Resident Programs for all Applicants that select the Elderly Demographic (ALF or Non-ALF) are outlined in Section Four.
  - (2) Applicants that select the Elderly Demographic must commit to at least three (3) of the following resident programs, in addition to the required resident programs stated in Section Four:
    - Adult Literacy
    - Computer Training
    - Daily Activities
    - Assistance with Light Housekeeping, Grocery Shopping and/or Laundry
    - Resident Assurance Check-In Program

**10. Funding:**

- a. Corporation Funding
  - (1) HOME Request Amount: \$ 4,970,890.89

- (2) Complete the chart by including the following information concerning the HOME-Assisted (set-aside) Units:

To enter data, double click within the chart and enter the county and the total number of units in the proposed Development for the applicable unit sizes. When finished, click anywhere on the page outside the chart to exit the worksheet.

Select the County in which the Development is located: Wakulla

Unit Size {Number of Bedrooms}	Enter the Number of Set-Aside Units for each Unit Size *	Maximum HOME Subsidy based on Unit Size for the Selected County	Maximum Per Unit HOME Rental FHFC Subsidy Limit
0	0	x \$139,149 =	\$0
1	0	x \$158,368 =	\$0
2	0	x \$192,575 =	\$0
3	27	x \$249,130 =	\$6,726,510
4	0	x \$266,417 =	\$0
Total Maximum Per Unit HOME Rental FHFC Subsidy Limit =			\$6,726,510

If the total number of set-aside units stated in this chart is not equal to the total number of HOME-Assisted Units stated at question 6.b.(1)(e) above, the Corporation will use the greater of the two.

- (3) Applicants for proposed Developments located in Bay County only that are utilizing Corporation-issued MMRB and Non-Competitive 4 percent Housing Credits:
- (a) MMRB Request: [Click here to enter text.](#)
  - (b) HC Request Amount (annual amount): \$ [Click here to enter text.](#)
    - (i) Is the proposed Development the first phase of a multiphase Development?
 

[Choose an item.](#)
    - (ii) Basis Boost Qualifications
      - (A) Is the proposed Development a subsequent phase of a multiphase Development and eligible for the basis boost?

Choose an item.

If “Yes”, state the Corporation-assigned Application Number for the Development where the first phase was declared: [Click here to enter text.](#)

- (B) Are any buildings in the proposed Development located in a SADDA?

Choose an item.

If “Yes”, provide the SADDA ZCTA Number(s): [Click here to enter text.](#)

(The Applicant should separate multiple SADDA ZCTA Numbers by a comma.)

- (C) Is the proposed Development located in a non-metropolitan DDA?

Choose an item.

- (D) Is the proposed Development located in a QCT?

Choose an item.

If “Yes”, indicate the HUD-designated QCT census tract number: [Click here to enter text.](#)

- (c) The HC equity proposal must be provided as **Attachment 14.**

- b. Non-Corporation Funding Proposals

Attach all funding proposals executed by the lender(s) or by any other source as **Attachment 15.**

- c. Development Cost Pro Forma

To meet the submission requirements, upload the Development Cost Pro Forma with the Application and Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) (“Principals Disclosure Form”), as outlined in Section Three of the RFA.

**11. HOME Uniform Relocation Act:**

- a. Are there any units occupied?

No

If “Yes” – Go to question b. below.

If "No" – Go to question c. below.

b. Tenant Relocation Information for Existing Properties

(1) How many total units now exist in the development? [Click here to enter text.](#)

(2) How many units are occupied? [Click here to enter text.](#)

(3) Based on the income information of each tenant, is permanent relocation (displacement) anticipated during or after the construction/redevelopment period?

[Choose an item.](#)

If "Yes", how many units are affected? [Click here to enter text.](#)

(4) Will temporary relocation of any tenants be required?

[Choose an item.](#)

If "Yes", how many tenants will require temporary relocation? [Click here to enter text.](#)

(5) Provide the required list of all occupied units and tenant income certifications as **Attachment 16**.

(6) Provide the required description of how the Development will meet the HOME set-aside requirements as **Attachment 17**.

(7) Provide the required description of how the cost of relocation will be covered as **Attachment 18**.

c. Uniform Relocation Act (URA) Acquisition Information (For All Development Categories):

(1) Does the Applicant own the Development site?

[No](#)

If "Yes" - Provide a narrative regarding the acquisition as **Attachment 19** and skip questions (2) through (4) below.

If "No" - Answer question (2) below.

(2) Is Applicant a private company?

[Yes](#)

If "Yes" - Provide a copy of the notice provided to the current owner/seller as **Attachment 20** and skip questions (3) and (4) below.

If "No" - Answer question (3) below.

(3) Is the Applicant a public (government) Applicant?

No

If "Yes" - Answer question (4) below.

If "No" - Skip question (4) below.

(4) Does the Applicant have eminent domain power?

No

If "Yes" - Provide a copy of the required notice as **Attachment 21**.

If "No" - Provide the required information as **Attachment 21**.

**12. Match Amount:**

To qualify for the funding preference described in Section Five B.1, list the amount of each source of Match and provide the required documentation as **Attachment 22**:

a.	Source(s)	Amount
	<u>Next Gen Grant</u>	\$ <u>30,000.00</u>
	<u>Click here to enter text.</u>	\$ <u>Click here to enter text.</u>
	<u>Click here to enter text.</u>	\$ <u>Click here to enter text.</u>
	<u>Click here to enter text.</u>	\$ <u>Click here to enter text.</u>
	<u>Click here to enter text.</u>	\$ <u>Click here to enter text.</u>
b.	Total Match Amount:	\$ <u>Click here to enter text.</u>

\*\*\*\*\*

**B. Addenda**

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.

This development already has site plan approval for duplexes and has additional land for a phase 2, which we intend to submit as a PLP application.

RFA 2019-109 DEVELOPMENT COST PRO FORMA

(Page 1 of 8)

- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C., or Rule Chapter 67-21, if applicable, or this RFA. Any portion of the fee that has been deferred must be included in Total Development Cost. Select the appropriate Developer Fee limit from the drop down menu in cell Q184.
  - (2) If Housing Credit equity proceeds are being used as a source of financing, complete Columns 1 and 2. The various FHFC Program fees should be estimated and included in column 2 for at least the HOME Program, and include the Housing Credit Program along with the MMRB Program, if applicable.
  - (3) General Contractor's fee is limited to 14% of actual construction cost (for Application purposes, this is represented by A1.1, Column 3), rounded down to nearest dollar. The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
  - (4) For Application purposes, the maximum hard cost contingency allowed cannot exceed 5% of the amount provided in column 3 for A1.3. TOTAL ACTUAL CONSTRUCTION COSTS. The maximum soft cost contingency allowed cannot exceed 5% of the amount provided in column 3 for A2.1 TOTAL GENERAL DEVELOPMENT COST. Limitations on these contingency line items post-Application are provided in Rule Chapter 67-48, F.A.C.
  - (5) Operating Deficit Reserves (ODR) of any kind are not to be included in C. DEVELOPMENT COST and cannot be used in determining the maximum Developer fee. In addition, an ODR is not permitted in this Application at all. If one has been included, it will be removed by the scorer, reducing total costs. However, one may be included during the credit underwriting process where it will be sized. The final cost certification may include an ODR, but it cannot exceed the amount sized during credit underwriting.
  - (6) 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.

What was the Development Category of the Proposed Development: New Construction (w/ or w/o Acquisition)  
 Indicate the number of total units in the proposed Development: 27 Units

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE OR HOME ONLY COSTS	3 TOTAL COSTS
<b>DEVELOPMENT COSTS</b>			
<i>Actual Construction Costs</i>			
Accessory Buildings	150,000.00		150,000.00
Demolition			
New Rental Units	3,200,000.00		3,200,000.00
*Off-Site Work (explain in detail)			
Recreational Amenities			
Rehab of Existing Common Areas			
Rehab of Existing Rental Units			
Site Work	400,000.00		400,000.00
*Other (explain in detail)			
<b>A1.1. Actual Construction Cost</b>	<b>\$ 3,750,000.00</b>		<b>\$ 3,750,000.00</b>
<b>A1.2. General Contractor Fee</b> <small>See Note (3)</small> (Max. 14% of A1.1., column 3)	\$ 525,000.00		\$ 525,000.00
<b>A1.3. TOTAL ACTUAL CONSTRUCTION COSTS</b>	<b>\$ 4,275,000.00</b>		<b>\$ 4,275,000.00</b>
<b>A1.4. HARD COST CONTINGENCY</b> <small>See Note (4)</small>	\$ 212,500.00		\$ 212,500.00

**RFA 2019-109 DEVELOPMENT COST PRO FORMA**

(Page 2 of 8)

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE OR HOME ONLY COSTS	3 TOTAL COSTS
<i>General Development Costs</i>			
Accounting Fees	15,000.00		15,000.00
Appraisal	6,500.00		6,500.00
Architect's Fee - Site/Building Design	28,000.00		28,000.00
Architect's Fee - Supervision	28,000.00		28,000.00
Builder's Risk Insurance	20,000.00		20,000.00
Building Permit	18,000.00		18,000.00
Brokerage Fees - Land/Buildings			
Capital Needs Assessment	8,950.00		8,950.00
Engineering Fees	50,000.00		50,000.00
Environmental Report	4,200.00		4,200.00
FHFC Administrative Fee <sup>See Note (2)</sup>			
FHFC Application Fee <sup>See Note (2)</sup>			
FHFC Compliance Fee <sup>See Note (2)</sup>			
FHFC Credit Underwriting Fees <sup>See Note (2)</sup>			
Green Building Certification/ HERS Inspection Costs			
<b>*Impact Fees (list in detail)</b>			
Inspection Fees	23,000.00		23,000.00
Insurance	45,000.00		45,000.00
Legal Fees	25,000.00		25,000.00
Market Study	6,500.00		6,500.00
Marketing/Advertising			
Property Taxes	10,000.00		10,000.00
Relocation Costs			
Soil Test Report	3,500.00		3,500.00
Survey	20,000.00		20,000.00
Title Insurance & Recording Fees	35,000.00		35,000.00
Utility Connection Fee	118,602.00		118,602.00
<b>*Other (explain in detail)</b>			
<b>A2.1. TOTAL GENERAL DEVELOPMENT COST</b>	<b>\$ 465,252.00</b>	<b>\$</b>	<b>\$ 465,252.00</b>
<b>A2.2. SOFT COST CONTINGENCY <sup>See Note (4)</sup></b>	<b>\$ 23,262.60</b>	<b>\$</b>	<b>\$ 23,262.60</b>

**RFA 2019-109 DEVELOPMENT COST PRO FORMA**

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	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE OR HOME ONLY COSTS	3 TOTAL COSTS
<i>Financial Costs</i>			
Construction Loan Origination/ Commitment Fee(s)	6,250.00		<b>6,250.00</b>
Construction Loan Credit Enhancement Fee(s)			
Construction Loan Interest	38,000.00		<b>38,000.00</b>
Non-Permanent Loan(s) Closing Costs	10,000.00		<b>10,000.00</b>
Permanent Loan Origination/ Commitment Fee(s)			
Permanent Loan Credit Enhancement Fee(s)			
Permanent Loan Closing Costs			
Bridge Loan Origination/ Commitment Fee(s)			
Bridge Loan Interest			
*Other (explain in detail)			
<b>A3. TOTAL FINANCIAL COSTS</b>	<b>\$ 54,250.00</b>	<b>\$</b>	<b>\$ 54,250.00</b>
<i>ACQUISITION COST OF EXISTING DEVELOPMENT (excluding land)</i>			
Existing Building(s)			
*Other (explain in detail)			
<b>B. TOTAL ACQUISITION COSTS OF EXISTING DEVELOPMENT (excluding land)</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>C. DEVELOPMENT COST</b> (A1.3+A1.4+A2.1+A2.2+A3+B)	<b>\$ 5,030,264.60</b>	<b>\$</b>	<b>\$ 5,030,264.60</b>
<i>Developer Fee See Note (1)</i>			
Developer Fee on Acquisition Costs			
Developer Fee on Non-Acquisition Costs	804,842.00		<b>804,842.00</b>
<b>D. TOTAL DEVELOPER FEE</b>	<b>\$ 804,842.00</b>	<b>\$</b>	<b>\$ 804,842.00</b>
<b>E. OPERATING DEFICIT RESERVES</b> See Note (5)			
<b>F. TOTAL LAND COST</b>		\$ 270,000.00	<b>\$ 270,000.00</b>
<b>G. TOTAL DEVELOPMENT COST</b> See Note (6) (C+D+E+F)	<b>\$ 5,835,106.60</b>	<b>\$ 270,000.00</b>	<b>\$ 6,105,106.60</b>



**RFA 2019-109 DEVELOPMENT COST PRO FORMA**

**Detail/Explanation Sheet**

Totals must agree with Pro Forma. Provide component descriptions and amounts for each item that has been completed on the Pro Forma that requires a detailed list or explanation.

**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:

NOTES: 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 2019-109 DEVELOPMENT COST PRO FORMA**

**CONSTRUCTION/REHAB ANALYSIS**

	<b>AMOUNT</b>	
<b>A. Total Development Costs</b>	<b>\$ <u>6,105,106.60</u></b>	
<b>B. Construction Funding Sources:</b>		
1. MMRB Request Amount	\$ _____	
2. HOME Request Amount	\$ <u>4,970,890.89</u>	
3. 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.	\$ _____	
4. HC Equity Bridge Loan	\$ _____	
5. First Mortgage Financing	\$ <u>1,000,000.00</u>	
6. Second Mortgage Financing	\$ _____	
7. Third Mortgage Financing	\$ _____	
8. Grants	\$ _____	
9. Other: _____	\$ <u>0.00</u>	
10. Other: _____	\$ _____	
11. Deferred Developer Fee	\$ <u>134,215.71</u>	
<b>12. Total Construction Sources</b>	<b>\$ <u><u>6,105,106.60</u></u></b>	
<b>C. Construction Funding Surplus</b>		
(B.12. Total Construction 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 2019-109 DEVELOPMENT COST PRO FORMA**

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**PERMANENT ANALYSIS**

**AMOUNT**

<b>A. Total Development Costs</b>	\$ <u>6,105,106.60</u>	
<b>B. Permanent Funding Sources:</b>		
1. MMRB Request Amount	\$ _____	
2. HOME Request Amount	\$ <u>4,970,890.89</u>	
3. HC Syndication/HC Equity Proceeds	\$ _____	
4. First Mortgage Financing	\$ <u>960,193.11</u>	
5. Second Mortgage Financing	\$ _____	
6. Third Mortgage Financing	\$ _____	
7. Grants	\$ _____	
8. Other: _____	\$ <u>30,000.00</u>	
9. Other: _____	\$ _____	
10. Deferred Developer Fee	\$ <u>144,022.60</u>	
<b>11. Total Permanent Funding Sources</b>	<b>\$ <u>6,105,106.60</u></b>	
<b>C. Permanent Funding Surplus</b>		
(B.11. Total Permanent Funding Sources, less A. Total Development Costs):	\$ <u>0.00</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 2019-109 DEVELOPMENT COST PRO FORMA**

(Page 7 of 8)

The intent of this page is to assist the Applicant in determining a TDC PU Limitation for the proposed Development and comparing it to the appropriate RFA's TDC PU Limitation. The accuracy of the comparison is dependent upon the accuracy of the inputs and Florida Housing takes no responsibility in any programing errors. FHFC will not use this page to score TDC PU Limitation criteria. If FHFC makes any adjustments to the Applicant's data or assumptions, FHFC's TDC PU for Limitation purposes of the proposed Development or the TDC PU Limitation determined by FHFC may be different than the amounts provided below. Please read the RFA for qualifying responses and definition of terms. This table is optional and its use is at the sole discretion of the Applicant. Applicant is responsible to verify and be in compliance with all aspects of the Application to meet RFA criteria.

**TDC PU LIMITATION ANALYSIS**

*Not in South Florida, New Construction, Garden, ESSC.*

In which county is the proposed Development to be located? Wakulla (Small County)

You have indicated above on row 32 that the Development Category of the Proposed Development is..... New Construction (w/ or w/o Acquisition)

What is the proposed Development's Development Type? Garden

Does the proposed Development qualify as Enhanced Structural Systems Construction (ESSC)? Yes

The TDC PU Base Limitation for the above defined Development is..... \$248,000

Does the proposed Development qualify for any of the following TDC PU Add-Ons or Multipliers? Choose all that apply.

- 1. (a) PHA is a Principal Add-On.....
- (b) Requesting HOME funds from FHFC Add-On.....  Yes
- (c) Requesting CDBG-DR funds from FHFC Add-On.....
- 2. Tax-Exempt Bond Add-On.....  <select from menu>
- 3. (a) North Florida Keys Area Multiplier.....  <select from menu>
- (b) South Florida Keys Area Multiplier.....  <select from menu>
- 4. (a) Persons with Special Needs Multiplier.....
- (b) Persons with a Disabling Condition Multiplier.....
- (c) Homeless Demographic Multiplier.....
- 5. Elderly ALF Multiplier.....
- 6. (a) Less than 51 units Multiplier\*.....
- (b) More than 50 units, but less than 81 units Multiplier\*.....

*\*For 9% HC Permanent Supportive Housing RFAs only. The proposed Development must be new construction to qualify as well as not being located in Monroe County.*

The final overall TDC PU Limitation for the above defined Development is \$253,000.00

**Derivation of the TDC PU of the proposed Development for Limitation purposes:**

Total Development Costs (Line G., column 3)	<u>\$6,105,106.60</u>
Less Land Costs (Line F., column 3)	<u>\$270,000.00</u>
Less Operating Deficit Reserves (Line E., column 3)	<u>\$0.00</u>
Less Demolition and Relocation Costs, if applicable	<u>\$0.00</u>
TDC of the proposed Development for Limitation Purposes:	<u>\$5,835,106.60</u>
TDC PU of the proposed Development for Limitation Purposes:	<u>\$216,115.06</u>

Is the proposed Development's TDC PU for Limitation purposes equal to or less than the TDC PU Limitation provided in the RFA?..... Yes

**RFA 2019-109 DEVELOPMENT COST PRO FORMA**

(Page 8 of 8)

The intent of this page is to assist the Applicant in determining the overall Average Median Income for the proposed Development. This portion of the Development Cost Pro Forma is to assist the Applicant in understanding some of the variables involved when selecting Income Averaging as the minimum housing credit set-aside offered in the RFA. The data entered below will not be used to score the Application. The entries below will not be used to establish the Applicant's set-aside commitment for Application purposes. This is to be used as a tool to assist the Applicant in selecting appropriate set-aside commitments in the Application. The accuracy of the table is dependent upon the accuracy of the inputs and Florida Housing takes no responsibility in any programing errors. This table is optional and its use is at the sole discretion of the Applicant. Applicant is responsible to verify and be in compliance with all aspects of the Application to meet RFA criteria.

**THIS SECTION IS ONLY RELEVANT TO TAX-EXEMPT MMRB  
TRANSACTIONS IN BAY COUNTY**

**INCOME AVERAGING WORKSHEET**

	AMI Set-Aside	# of Units	% of Units
	20%		0.00%
(ELI Designation)	30%		0.00%
	40%		0.00%
	50%		0.00%
	60%		0.00%
	70%		0.00%
	80%		0.00%
Total Qualifying Housing Credit Units		0	0.00%
Market Rate Units			0.00%
Total Units		0	0.00%
Average AMI of the Qualifying Housing Credit Units		0.00%	

(This should match the HC Set-Aside Commitment in the Application)

**Principal Disclosures for Applicant**

*APPROVED for NON-HOUSING CREDIT APPLICATION  
FHFC Advance Review 3.15.19*

Select the organizational structure for the Applicant entity:

The Applicant is a: Non-Profit Corporation

Provide the name of the Applicant Non-Profit Corporation:

Affordable Housing Solutions for Florida, Inc.

**First Principal Disclosure Level:**

[Click Here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Applicant</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>
1.	Officer	Debra S. Fleming	Natural Person
2.	Officer	Pedro Vermaes	Natural Person
3.	Director	Debra S. Fleming	Natural Person
4.	Director	Pedro Vermaes	Natural Person
5.	Director	Virginia Britten	Natural Person
6.	Director	Jacqueline McPhillips	Natural Person
7.	Director	Tara Tompfer	Natural Person
8.	Executive Director	Debra S. Fleming	Natural Person

**Principal Disclosures for the two Developers**

APPROVED for NON-HOUSING CREDIT APPLICATION  
 FHFC Advance Review 3.15.19

How many Developers are part of this Application structure? (Please complete the Principal Disclosures for each of the two Co-Developers below.)

2

Select the organizational structure for the first Co-Developer entity:

The first Co-Developer is a: Non-Profit Corporation

Provide the name of the Developer Non-Profit Corporation:

Affordable Housing Solutions for Florida, Inc.

**First Principal Disclosure Level:**

Affordable Housing Solutions for Florida, Inc.

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for a Developer](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Developer</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>
1.	Officer	Debra S. Fleming	Natural Person
2.	Officer	Pedro Vermaes	Natural Person
3.	Director	Debra S. Fleming	Natural Person
4.	Director	Pedro Vermaes	Natural Person
5.	Director	Virginia Brillen	Natural Person
6.	Director	Jacqueline McPhillips	Natural Person
7.	Director	Tara Lemmer	Natural Person

**Principal Disclosures for the two Developers**

APPROVED for NON-HOUSING CREDIT APPLICATION  
FHFC Advance Review 3.15.19

Select the organizational structure for the second Co-Developer entity:

The second Co-Developer is a: Limited Liability Company

Provide the name of the Developer Limited Liability Company:

Panhandle Affordable I, LLC

**First Principal Disclosure Level:**

Panhandle Affordable II, LLC

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for a Developer](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Developer</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>
1.	Member	<u>FBC Holdings, LLC</u>	<u>Limited Liability Company</u>
2.	Member	<u>MTF Holdings, LLC</u>	<u>Limited Liability Company</u>
3.	Manager	<u>Michael McPhillips</u>	<u>Natural Person</u>
4.	Manager	<u>Martin C Flynn Jr</u>	<u>Natural Person</u>

**Second Principal Disclosure Level:**

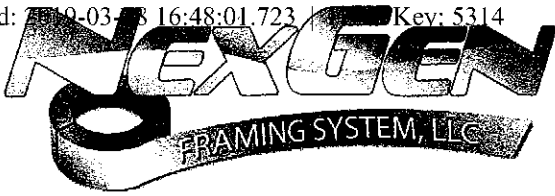
Panhandle Affordable II, LLC

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for a Developer](#)

<u>Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being</u>	<u>Second Level Entity #</u>	<u>Select the type of Principal being associated with the corresponding First Level Principal Entity</u>	<u>Enter Name of Second Level Principal</u>	<u>Select organizational structure of Second Level Principal identified</u>
<u>1. (FBC Holdings, LLC)</u>	<b>1.A.</b>	Member	<u>Cheryl McPhillips</u>	<u>Natural Person</u>
<u>1. (FBC Holdings, LLC)</u>	<b>1.B.</b>	Member	<u>Sierra McPhillips</u>	<u>Natural Person</u>
<u>1. (FBC Holdings, LLC)</u>	<b>1.C.</b>	Manager	<u>Michael McPhillips</u>	<u>Natural Person</u>
<u>2. (MTF Holdings, LLC)</u>	<b>2.A.</b>	Managing Member	<u>Martin C Flynn Jr</u>	<u>Natural Person</u>
<u>2. (MTF Holdings, LLC)</u>	<b>2.B.</b>	Member	<u>Tracey Flynn</u>	<u>Natural Person</u>



# Attachment 22



March 27, 2019

Mrs. Debra Fleming  
Affordable Housing Solutions for Florida, Inc.  
PO Box 2659  
Land O' Lakes, FL 34639

RE: Grant of \$30,000 to Greyes Place – Wakulla County Hurricane Michael HOME RFA 2019-109

Dear Debra:

Next Gen Framing System, LLC ("Next Gen") is pleased to pledge Greyes Place, a sum of \$30,000 restricted in use to the construction of Greyes Place in Crawfordville, Florida and only if Affordable Housing Solutions for Florida (AHSF) is awarded HOME funds from Florida Housing Finance Corporation.

We agree to pay AHSF the full amount of the pledge at such time as Florida Housing HOME funds close.

The below acknowledges your acceptance by dating and signing.

Rita Singleton, Managing Member  
NextGen Framing System, LLC

3/27/19  
Date

Debra S. Fleming, AHSF

3/28/19  
Date

# Attachment 22

FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - FEE WAIVER FORM

Name of Development: Barry's Bungalows

Development Location: Long Avenue Port St. Joe, Florida 32456 near the intersection with Madison Street  
(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 Sites where the Development Location Point is located.)

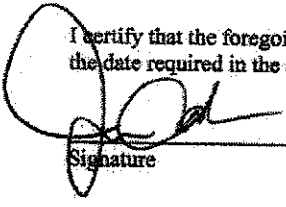
The City/County of Port St. Joe, pursuant to \_\_\_\_\_, waived the following fees: Impact Fees  
(Reference Official Action, cite Ordinance or Resolution Number and Date)

Amount of Fee Waiver: \$ 11,688 30% reduction of water & Sewer Impact Fees.  
Parcel # 06067-000R & 06077-000R

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 must be effective as of the Application Deadline for the applicable RFA, 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

James Anderson  
Print or Type Name  
City Manager  
Print or Type Title

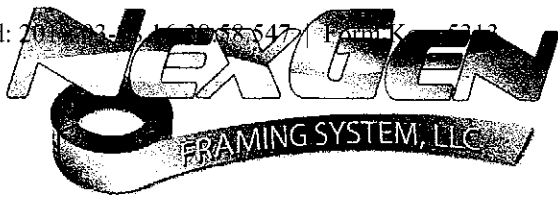
NOTE TO LOCAL GOVERNMENT OFFICIAL: Waivers that are not specifically made for the benefit of this Development but are instead of general benefit to the area in which the Development is located will NOT qualify as a contribution to the Development. Further, the fact that no impact fees or other fees are 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. 08-16)



March 27, 2019

Mrs. Debra Fleming  
Affordable Housing Solutions for Florida, Inc.  
PO Box 2659  
Land O' Lakes, FL 34639

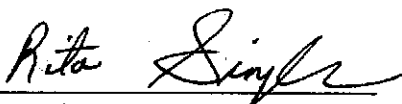
RE: Grant of \$30,000 to Barry's Bungalows – Gulf County Hurricane Michael HOME RFA 2019-109

Dear Debra:

Next Gen Framing System, LLC ("Next Gen") is pleased to pledge Barry's Bungalows, a sum of \$30,000 restricted in use to the construction of Barry's Bungalows in Port St Joe, Florida and only if Affordable Housing Solutions for Florida (AHSF) is awarded HOME funds from Florida Housing Finance Corporation.

We agree to pay AHSF the full amount of the pledge at such time as Florida Housing HOME funds close.

The below acknowledges your acceptance by dating and signing.



Rita Singleton, Managing Member  
Next Gen Framing System, LLC

3/27/19  
Date



Debra S. Fleming, AHSF

3/28/19  
Date

**Principal Disclosures for Applicant**

APPROVED for NON-HOUSING CREDIT APPLICATION  
 FHFC Advance Review 3.26.19

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Liability Company

Provide the name of the Applicant Limited Liability Company:

East Lake Florida 2, LLC

**First Principal Disclosure Level:**

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Applicant</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>
1.	<u>Manager</u>	<u>East Lake Community Development, Inc.</u>	<u>Non-Profit Corporation</u>
2.	<u>Non-Investor Member</u>	<u>East Lake Community Development, Inc.</u>	<u>Non-Profit Corporation</u>

**Second Principal Disclosure Level:**

East Lake Florida 2, LLC

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant](#)

Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being identified

Select the type of Principal being associated with the corresponding First Level Principal Entity

Select organizational structure of Second Level Principal identified

<u>Second Level Entity #</u>	<u>Select the type of Principal being associated with the corresponding First Level Principal Entity</u>	<u>Enter Name of Second Level Principal</u>	<u>Select organizational structure of Second Level Principal identified</u>
1. (East Lake Community Developm	<u>1.A. Executive Director</u>	<u>Lipp, Eric H.</u>	<u>Natural Person</u>
1. (East Lake Community Developm	<u>1.B. Director</u>	<u>W' son, John M.</u>	<u>Natural Person</u>
1. (East Lake Community Developm	<u>1.C. Director</u>	<u>Zorn, Jessica M.</u>	<u>Natural Person</u>
1. (East Lake Community Developm	<u>1.D. Director</u>	<u>Price, Youz'na</u>	<u>Natural Person</u>
1. (East Lake Community Developm	<u>1.E. Officer</u>	<u>W' son, John M. (President)</u>	<u>Natural Person</u>
1. (East Lake Community Developm	<u>1.F. Officer</u>	<u>Zorn, Jessica M. (Treasurer)</u>	<u>Natural Person</u>
1. (East Lake Community Developm	<u>1.G. Officer</u>	<u>Zorn, Jessica M. (Secretary)</u>	<u>Natural Person</u>

**Principal Disclosures for the two Developers**

APPROVED for NON-HOUSING CREDIT APPLICATION  
FHFC Advance Review 3.26.19

How many Developers are part of this Application structure? (Please complete the Principal Disclosures for each of the two Co-Developers below.)

2

Select the organizational structure for the first Co-Developer entity:

The first Co-Developer is a: Limited Liability Company

Provide the name of the Developer Limited Liability Company:

Timshel Development Partners, LLC

**First Principal Disclosure Level:**

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for a Developer](#)

First Level Entity #	Select Type of Principal of Developer	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified
1.	Manager	Timshel Partners, LLC	Limited Liability Company
2.	Member	Hill Tide Development, LLC	Limited Liability Company
3.	Member	Generation Housing Development, LLC	Limited Liability Company
4.	Member	Timshel Partners, LLC	Limited Liability Company

**Second Principal Disclosure Level:**

Timshel Development Partners, LLC

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for a Developer](#)

Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being identified

Select the type of Principal being associated with the corresponding First Level Principal Entity

Select organizational structure of Second Level Principal identified

Second Level Entity #	Principal Entity	Enter Name of Second Level Principal	Select organizational structure of Second Level Principal identified
1. (Timshel Partners, LLC)	1.A. Manager	Ward, Todd M.	Natural Person
1. (Timshel Partners, LLC)	1.B. Manager	Waterfield, Brian B.	Natural Person
1. (Timshel Partners, LLC)	1.C. Member	Ward, Todd M.	Natural Person
1. (Timshel Partners, LLC)	1.D. Member	Waterfield, Brian B.	Natural Person
2. (Hill Tide Development, LLC)	2.A. Sole Member	Hill Tide Ventures, LLC	Limited Liability Company
2. (Hill Tide Development, LLC)	2.B. Manager	Hill Tide Ventures, LLC	Limited Liability Company
3. (Generation Housing Development, LLC)	3.A. Sole Member	Iglesias, Adrian	Natural Person
3. (Generation Housing Development, LLC)	3.B. Manager	Iglesias, Adrian	Natural Person

**Principal Disclosures for the two Developers**

APPROVED for NON-HOUSING CREDIT APPLICATION  
 FHFC Advance Review 3.26.19

Select the organizational structure for the second Co-Developer entity:

The second Co-Developer is a: Limited Liability Company

Provide the name of the Developer Limited Liability Company:

ELCD Development, LLC

**First Principal Disclosure Level:**

ELCD Development, LLC

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for a Developer](#)

First Level Entity #	Select Type of Principal of Developer	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified
1.	SOLE MEMBER	East Lake Community Development, Inc.	Non-Profit Corporation
2.	MANAGER	East Lake Community Development, Inc.	Non-Profit Corporation

**Second Principal Disclosure Level:**

ELCD Development, LLC

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for a Developer](#)

Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being	Second Level Entity #	Select the type of Principal being associated with the corresponding First Level Principal Entity	Enter Name of Second Level Principal	Select organizational structure of Second Level Principal identified
1. (East Lake Community Development, Inc.)	1.A.	Officer	Lipp, Eric H. (Executive Director)	Natural Person
1. (East Lake Community Development, Inc.)	1.B.	Director	Wilson, John M.	Natural Person
1. (East Lake Community Development, Inc.)	1.C.	Director	Zorn, Jessica M.	Natural Person
1. (East Lake Community Development, Inc.)	1.D.	Director	Price, Youz'na	Natural Person
1. (East Lake Community Development, Inc.)	1.E.	Officer	Wilson, John M. (President)	Natural Person
1. (East Lake Community Development, Inc.)	1.F.	Officer	Zorn, Jessica M. (Treasurer)	Natural Person
1. (East Lake Community Development, Inc.)	1.G.	Officer	Zorn, Jessica M. (Secretary)	Natural Person



## **Non-Profit Governing Board**

**Eric H. Lipp, Executive Director**

3010 3rd Avenue South  
Birmingham, AL 35233

**John M. Wilson, Director and President**

3010 3rd Avenue South  
Birmingham, AL 35233

**Jessica M. Zorn, Director, Treasurer and Secretary**

3010 3rd Avenue South  
Birmingham, AL 35233

**Youzinza Price, Director**

Princeton Towers Apartments  
909 Princeton Avenue SW  
Birmingham, AL 35211

**2019 FOREIGN NOT FOR PROFIT CORPORATION ANNUAL REPORT**

**FILED  
Mar 27, 2019  
Secretary of State  
2740088258CC**

DOCUMENT# F13000004530

**Entity Name:** EAST LAKE COMMUNITY DEVELOPMENT, INC.

**Current Principal Place of Business:**

3010 3RD AVE SOUTH  
BIRMINGHAM, AL 35233

**Current Mailing Address:**

P O BOX 55465  
SUITE 110  
BIRMINGHAM, AL 35255 US

**FEI Number:** 63-0849453

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

BERGLOFF, KATHY  
501 VILLAGE GREEN PARKWAY  
SUITE 7  
BRADENTON, FL 34209 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Officer/Director Detail :**

Title PD  
Name WILSON, JOHN M  
Address 3553 RIVER BEND RD  
City-State-Zip: BIRMINGHAM AL 35205

Title SD  
Name SKELLIE, KENNETH F  
Address 1391 CHAPEL ST  
City-State-Zip: HOOVER AL 35226

Title D, VP, TREASURER  
Name SMITH, DON C  
Address 4 OFFICE PARK CIR, STE 207  
City-State-Zip: BIRMINGHAM AL 35223

Title D  
Name PELEKIS, GEORGE  
Address 1045 20TH STREET SOUTH  
City-State-Zip: BIRMINGHAM AL 35205

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** JOHN WILSON

**PRESIDENT**

**03/27/2019**

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

### Detail by Entity Name

Foreign Not For Profit Corporation  
EAST LAKE COMMUNITY DEVELOPMENT, INC.

Filing Information

<b>Document Number</b>	F13000004530
<b>FEI/EIN Number</b>	63-0849453
<b>Date Filed</b>	10/18/2013
<b>State</b>	AL
<b>Status</b>	ACTIVE

Principal Address

3010 3rd Ave South  
BIRMINGHAM, AL 35233

Changed: 03/27/2019

Mailing Address

P O Box 55465  
SUITE 110  
BIRMINGHAM, AL 35255

Changed: 03/07/2018

Registered Agent Name & Address

BERGLOFF, KATHY  
501 VILLAGE GREEN PARKWAY  
SUITE 7  
BRADENTON, FL 34209

Officer/Director Detail

**Name & Address**

Title PD

WILSON, JOHN M  
3553 RIVER BEND RD  
BIRMINGHAM, AL 35205

Title SD

SKELLIE, KENNETH F  
1391 CHAPEL ST  
HOOVER, AL 35226

Title D, VP, Treasurer

SMITH, DON C  
4 OFFICE PARK CIR, STE 207  
BIRMINGHAM, AL 35223

Title D

PELEKIS, GEORGE  
1045 20th Street South  
Birmingham, AL 35205

Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2017	03/30/2017
2018	03/07/2018
2019	03/27/2019

Document Images

<a href="#">03/27/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/07/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/30/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/25/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/26/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/02/2014 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/10/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/18/2013 -- Foreign Non-Profit</a>	<a href="#">View image in PDF format</a>

**Exhibit A to RFA 2019-109– HOME Financing to be used for Rental Developments in Hurricane Michael Impacted Counties and in Rural Areas**

**1. Applicant Certification and Acknowledgement form**

Provide the Applicant Certification and Acknowledgement, executed by the Authorized Principal Representative, as **Attachment 1**.

**2. Demographic Commitment:**

Select one (1) of the following Demographic Commitments:

Family

**3. Applicant/Developer/Management Company/Contact Person Information:**

a. Applicant Information

(1) Name of Applicant

MHP Jordan Bayou, LLC

(2) 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**.

(3) Non-Profit Applicant qualifications

Does the Applicant or the General Partner or managing member of the Applicant meet the definition of Non-Profit as set forth in Rule Chapter 67-48, F.A.C. or Rule Chapter 67-21, F.A.C.?

No

If “Yes,” provide the required information for the Non-Profit entity as **Attachment 3**.

(4) HOME Community Housing Development Organization (CHDO):

To qualify as a CHDO and be eligible for the CHDO funding goal, state the CHDO name and provide the required CHDO Checklist along with all appropriate exhibits thereto as **Attachment 4**.

Does the Applicant qualify as a CHDO?

No

If “Yes”, state CHDO Name:

N/A

b. General Developer Information:

- (1) Name of each Developer (including all co-Developers)

Jordan Bayou Developer, LLC  
Shear Development Company, LLC  
Heartland Development Group, LLC

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

- (3) Developer Experience Funding Preferences

- (a) Does at least one natural person Principal of the Developer entity, or if more than one Developer entity, at least one natural person Principal of at least one of the Developer entities, meet the requirements to qualify for the Previous Affordable Housing Experience Funding Preference?

Yes

If "Yes", in order to qualify for the preference, provide, as **Attachment 5**, the required prior experience chart demonstrating the experience.

- (b) Does at least one natural person Principal of the Developer entity, or if more than one Developer entity, at least one natural person Principal of at least one of the Developer entities, meet the requirements to qualify for the HOME Funding Experience Preference?

Yes

If "Yes", in order to qualify for the preference, the prior experience chart provided as **Attachment 5** must demonstrate the required HOME funding experience.

c. Principals for the Applicant and for each Developer:

- (1) Eligibility Requirement

To meet the submission requirements, upload the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) ("Principals Disclosure Form") with the Application and Development Cost Pro Forma, as outlined in Section Three of the RFA.

To meet eligibility requirements, the Principals Disclosure Form must identify, pursuant to Subsection 67-48.002(94), F.A.C., the Principals of the Applicant and Developer(s) as of the Application Deadline. For Housing Credits, the investor limited partner of an Applicant limited partnership or the investor member of an Applicant limited liability company must be identified. A Principals Disclosure Form should not include, for any organizational structure, any type of entity that is not specifically included in the Rule definition of Principals.

(2) Point Item

Applicants will receive 5 points if the uploaded Principal Disclosure Form was stamped "Approved" during the Advance Review Process provided (a) it is still correct as of Application Deadline, and (b) it was approved for the type of funding being requested (i.e., Housing Credits or Non-Housing Credits).

d. General Management Company Information:

Name of the Management Company:

Royal American Management, Inc.

Provide, as **Attachment 6**, the required prior experience chart for the Management Company or a principal of the Management Company reflecting the required information.

e. Authorized Principal Representative / Contact Person

(1) Authorized Principal Representative contact information (required)

Name: Christopher Shear

Organization: McDowell Housing Partners

Street Address: 601 Brickell Key Dr, Suite 700

City: Miami

State: Florida

Zip: 33131

Telephone: 786-257-2767

E-Mail Address: cshear@mcdhousing.com

(2) Operational Contact Person information (optional)

Name: Marty Wohl

Organization: Heartland Development Group

Street Address: 3321 US Hwy 27 S

City: Sebring

State: Florida

Zip: 33870

Telephone: 863-381-2179

E-Mail Address: marty@marmarconstruction.com

**4. General Development Information:**

a. Name of the proposed Development:

Jordan Bayou

b. Select the Development Category: New Construction

c. Select the Development Type: Single Family Homes

d. Does the proposed Development meet the requirements to be considered to be ESS Construction?

No

e. Has construction commenced?

No

Note: If "Yes", all rules and regulations in 24 CFR Part 92, which includes cross-cutting Federal Regulations, will apply.

**5. Location of proposed Development**

a. County: Franklin

b. Address of Development Site

Scattered Site 1:

174 Airport Road, Carrabelle, FL

170 Airport Road, Carrabelle, FL

Scattered Site 2:

177 Preservation Drive, Carrabelle, FL

183 Preservation Drive, Carrabelle, FL

201 Preservation Drive, Carrabelle, FL

205 Preservation Drive, Carrabelle, FL

211 Preservation Drive, Carrabelle, FL

217 Preservation Drive, Carrabelle, FL



193 Jordan Court, Carrabelle, FL

199 Jordan Court, Carrabelle, FL

205 Jordan Court, Carrabelle, FL

213 Jordan Court, Carrabelle, FL

219 Jordan Court, Carrabelle, FL

223 Jordan Court, Carrabelle, FL

225 Jordan Court, Carrabelle, FL

226 Jordan Court, Carrabelle, FL

224 Jordan Court, Carrabelle, FL

222 Jordan Court, Carrabelle, FL

218 Jordan Court, Carrabelle, FL

214 Jordan Court, Carrabelle, FL

210 Jordan Court, Carrabelle, FL

206 Jordan Court, Carrabelle, FL

196 Jordan Court, Carrabelle, FL

Scattered Site 3:

186 Preservation Drive, Carrabelle, FL

192 Preservation Drive, Carrabelle, FL

196 Preservation Drive, Carrabelle, FL

202 Preservation Drive, Carrabelle, FL

208 Preservation Drive, Carrabelle, FL

Scattered Site 4:

257 Preservation Drive, Carrabelle, FL

261 Preservation Drive, Carrabelle, FL

267 Preservation Drive, Carrabelle, FL

283 Preservation Drive, Carrabelle, FL

289 Preservation Drive, Carrabelle, FL

295 Preservation Drive, Carrabelle, FL

299 Preservation Drive, Carrabelle, FL

303 Preservation Drive, Carrabelle, FL

309 Preservation Drive, Carrabelle, FL

313 Preservation Drive, Carrabelle, FL

319 Preservation Drive, Carrabelle, FL

333 Shell Lane, Carrabelle, FL

337 Shell Lane, Carrabelle, FL

341 Shell Lane, Carrabelle, FL

Scattered Site 5:

325 Preservation Drive, Carrabelle, FL

331 Preservation Drive, Carrabelle, FL

335 Preservation Drive, Carrabelle, FL

336 Preservation Drive, Carrabelle, FL

334 Preservation Drive, Carrabelle, FL

330 Preservation Drive, Carrabelle, FL

324 Preservation Drive, Carrabelle, FL

316 Preservation Drive, Carrabelle, FL

312 Preservation Drive, Carrabelle, FL

308 Preservation Drive, Carrabelle, FL

304 Preservation Drive, Carrabelle, FL

300 Preservation Drive, Carrabelle, FL

294 Preservation Drive, Carrabelle, FL

Scattered Site 6:

270 Preservation Drive, Carrabelle, FL

c. Does the proposed Development consist of Scattered Sites?

Yes

d. Latitude and Longitude Coordinates

(1) Development Location Point

Latitude in decimal degrees, rounded to at least the sixth decimal place

29.839444

Longitude in decimal degrees, rounded to at least the sixth decimal place

-84.685000

(2) If the proposed Development consists of Scattered Sites, identify the latitude and longitude coordinate for each site, rounded to at least the sixth decimal place:

Latitude Scattered Site 1: 29.840833

Latitude Scattered Site 2: 29.839444

Latitude Scattered Site 3: 29.839722

Latitude Scattered Site 4: 29.836944

Latitude Scattered Site 5: 29.836111

Latitude Scattered Site 6: 29.837222

Longitude Scattered Site 1: -84.685278

Longitude Scattered Site 2: -84.685000

Longitude Scattered Site 3: -84.684167

Longitude Scattered Site 4: -84.685000

Longitude Scattered Site 5: -84.685000

Longitude Scattered Site 6: -84.683889

e. For proposed Developments located in a Tier 2 county, is the proposed Development located in an eligible Rural Area, as defined by the United States Department of Agriculture Rural Development (RD)?

N/A

NOTE: For a proposed Development located in a Tier 2 county, to be eligible for funding, the Applicant must state "Yes" and must provide, as **Attachment 7**, the required evidence demonstrating that all sites of the proposed Development are located in an eligible Rural Area.

**6. Units**

a. Total number of units in the proposed Development: 50

b. Set-Aside Commitments

To enter data, double click within the chart and enter the required information. When finished, click anywhere on the page outside the chart to exit the worksheet.

(1) Minimum Number of HOME-Assisted Units Required by HUD:

- (a) HOME loan requested:..... \$4,998,000.00  
(as stated at question 10.a.(1) of Exhibit A)
- (b) Total Development Cost:..... \$6,411,734.28  
(as stated on the Development Cost pro forma)
- (c) Percentage of Total Development Cost  
provided by HOME Loan:..... 78%  
(Chart will automatically divide (a) by (b) and round up to the next whole percentage number)
- (d) Total number of units in the Development:..... 50
- (e) Minimum number of HOME-Assisted Units  
Required by HUD:..... 39  
(Chart will automatically multiply (d) by (c), round up to the next whole number)

(2) Total Number of HOME-Assisted Units Committed for HOME:

- (a) Total HOME-Assisted Units committed for HOME\*..... 39  
(must equal or exceed the answer at 6.b.(1)(e) above)
- (b) Low HOME Rent Units..... 8  
(Chart will automatically calculate 20 percent of the total units stated at 6.b.(2)(a) above)
- (c) High HOME Rent Units..... 31  
(Chart will automatically calculate (a) minus (b))

Any errors in the calculations performed in this section may be corrected by the Corporation during scoring.

\*If the total number of HOME-Assisted Units stated in 6.b.(2){a} is not equal to the total number of set-aside units stated in the chart at question 10.b. the Corporation will use the greater of the two.

(3) Set-Aside Commitments for proposed Developments located in Bay County that are also requesting Corporation-issued MMRB and Non-Competitive Housing Credits

(a) Select one (1) of the following minimum set-aside commitments:

Choose an item.

(b) Set-Aside Breakdown Chart

(i) Applicants committing to the minimum set-aside commitment of 20 percent of the total units at 50 percent of the Area Median Income or less or 40 percent of the total units at 60 percent of the Area Median Income or less must complete the following chart:

Percentage of Residential Units		
Commitment for MMRB	Commitment for Non-Competitive HC	AMI Level
Enter Number%	Enter Number%	At or Below 25%
<u>Enter Number %</u>	<u>Enter Number %</u>	At or Below 28%
<u>Enter Number %</u>	<u>Enter Number %</u>	At or Below 30%
<u>Enter Number %</u>	<u>Enter Number %</u>	At or Below 33%
<u>Enter Number %</u>	<u>Enter Number %</u>	At or Below 35%
<u>Enter Number %</u>	<u>Enter Number %</u>	At or Below 40%
<u>Enter Number %</u>	<u>Enter Number %</u>	At or Below 45%
<u>Enter Number %</u>	<u>Enter Number %</u>	At or Below 50%
<u>Enter Number %</u>	<u>Enter Number %</u>	At or Below 60%
Total Set-Aside Percentage:	Enter Number % *	Enter Number %

(ii) Applicants committing to the Average Income Test must complete this chart:

If the Average Income test is selected, the MMRB set-aside commitment will be 40 percent of the total units at or below 60 percent AMI.

Total Set-Aside Breakdown Chart

<u>Number of Residential Units</u>	AMI Level
<u>Enter Number</u>	At or Below 20%
<u>Enter Number</u>	At or Below 30%
<u>Enter Number</u>	At or Below 40%
<u>Enter Number</u>	At or Below 50%
<u>Enter Number</u>	At or Below 60%
<u>Enter Number</u>	At or Below 70%
<u>Enter Number</u>	At or Below 80%
<u>Enter Number</u>	Market Rate Units
<b><u>Enter Number %</u></b> <b>(Total Set-Aside Percentage)</b>	

Note: The Development Cost Pro Forma includes an Average Income Test worksheet to assist Applicants in this calculation. If the Total Set-Aside Breakdown Chart reflects that the Average AMI of all Set-Aside Units exceeds 60 percent the Application will not be eligible for funding.

c. Unit Mix Chart

Complete the chart below:

<b>Number of Bedrooms/Bathrooms per Unit</b>	<b>Number of Units per Bedroom Type</b>	<b>Number of Units that are ELI Set-Aside Units</b>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>
<u>Choose an item.</u>	<u>Enter Number</u>	<u>Enter Number</u>

\*refer to Section Four A.6.c.(2) of the RFA

Answer the following questions:

(a) How many Zero Bedroom Units are described in the unit mix chart?

Enter Number

(b) How many one-bedroom units are described in the unit mix chart?

Enter Number

- (c) How many two-bedroom units are described in the unit mix chart?

Enter Number

- (d) How many three-bedroom units are described in the unit mix chart?

Enter Number

- (e) How many four-bedroom units are described in the unit mix chart?

Enter Number

- d. Compliance Period

All Applicants are required to set aside the units for 50 years. This includes the HUD affordability period of 20 years for new construction plus a minimum 30 year extended affordability period, for a total affordability period of 50 years. The Compliance Period committed to in this section includes the units set aside for the Demographic Commitments made in this RFA.

**7. Readiness to Proceed**

- a. Site Control

Provide the required documentation to demonstrate site control as **Attachment 8**.

- b. Ability to Proceed documents

- (1) Provide the required documentation to demonstrate zoning as **Attachment 9**.

- (2) Provide the required documentation to demonstrate availability of electricity as **Attachment 10**.

- (3) Provide the required documentation to demonstrate availability of water as **Attachment 11**.

- (4) Provide the required documentation to demonstrate availability of sewer as **Attachment 12**.

- (5) Provide the required documentation to demonstrate availability of roads as **Attachment 13**.

**8. Construction Features**

- a. Federal requirements and State Building Code requirements for all Developments are outlined in Section Four.

- b. General feature requirements for all Developments are outlined in Section Four.
- c. Accessibility feature requirements for all Developments are outlined in Section Four.
- d. Green Building Features:
  - (1) Green Building feature requirements for all Developments are outlined in Section Four.
  - (2) Applicants of proposed Developments with the Development Category of new construction or Redevelopment, with or without acquisition, must commit to achieve one of the following Green Building Certification programs described in Section Four.

**9. Resident Programs:**

- a. Applicants that select the Family Demographic must commit to provide at least two (2) of the following resident programs:
  - After School Program for Children
  - Adult Literacy
  - Employment Assistance Program
  - Family Support Coordinator
  - Financial Management Program
  
- b. Developments serving the Elderly Demographic:
  - (1) Required Resident Programs for all Applicants that select the Elderly Demographic (ALF or Non-ALF) are outlined in Section Four.
  - (2) Applicants that select the Elderly Demographic must commit to at least three (3) of the following resident programs, in addition to the required resident programs stated in Section Four:
    - Adult Literacy
    - Computer Training
    - Daily Activities
    - Assistance with Light Housekeeping, Grocery Shopping and/or Laundry
    - Resident Assurance Check-In Program

**10. Funding:**

- a. Corporation Funding
  - (1) HOME Request Amount: \$ 4,998,000.00



- (2) Complete the chart by including the following information concerning the HOME-Assisted (set-aside) Units:

To enter data, double click within the chart and enter the county and the total number of units in the proposed Development for the applicable unit sizes. When finished, click anywhere on the page outside the chart to exit the worksheet.

Select the County in which the Development is located: Franklin

Unit Size (Number of Bedrooms)	Enter the Number of Set-Aside Units for each Unit Size *		Maximum HOME Subsidy based on Unit Size for the Selected County	=	Maximum Per Unit HOME Rental FHFC Subsidy Limit
0	0	x	\$139,149	=	\$0
1	0	x	\$158,368	=	\$0
2	39	x	\$192,575	=	\$7,510,425
3	0	x	\$249,130	=	\$0
4	0	x	\$266,417	=	\$0
Total Maximum Per Unit HOME Rental FHFC Subsidy Limit =					\$7,510,425

If the total number of set-aside units stated in this chart is not equal to the total number of HOME-Assisted Units stated at question 6.b.(1)(e) above, the Corporation will use the greater of the two.

- (3) Applicants for proposed Developments located in Bay County only that are utilizing Corporation-issued MMRB and Non-Competitive 4 percent Housing Credits:

(a) MMRB Request: [Click here to enter text.](#)

(b) HC Request Amount (annual amount): \$ [Click here to enter text.](#)

- (i) Is the proposed Development the first phase of a multiphase Development?

No

- (ii) Basis Boost Qualifications

- (A) Is the proposed Development a subsequent phase of a multiphase Development and eligible for the basis boost?

No

If "Yes", state the Corporation-assigned Application Number for the Development where the first phase was declared: N/A

(B) Are any buildings in the proposed Development located in a SADDA?

No

If "Yes", provide the SADDA ZCTA Number(s): [Click here to enter text.](#)

(The Applicant should separate multiple SADDA ZCTA Numbers by a comma.)

(C) Is the proposed Development located in a non-metropolitan DDA?

Yes

(D) Is the proposed Development located in a QCT?

No

If "Yes", indicate the HUD-designated QCT census tract number: N/A

(c) The HC equity proposal must be provided as **Attachment 14**.

b. Non-Corporation Funding Proposals

Attach all funding proposals executed by the lender(s) or by any other source as **Attachment 15**.

c. Development Cost Pro Forma

To meet the submission requirements, upload the Development Cost Pro Forma with the Application and Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) ("Principals Disclosure Form"), as outlined in Section Three of the RFA.

**11. HOME Uniform Relocation Act:**

a. Are there any units occupied?

No

If "Yes" – Go to question b. below.

If "No" – Go to question c. below.

b. Tenant Relocation Information for Existing Properties

- (1) How many total units now exist in the development? N/A
- (2) How many units are occupied? N/A
- (3) Based on the income information of each tenant, is permanent relocation (displacement) anticipated during or after the construction/redevelopment period?

Choose an item.

If "Yes", how many units are affected? N/A

- (4) Will temporary relocation of any tenants be required?

Choose an item.

If "Yes", how many tenants will require temporary relocation? N/A

- (5) Provide the required list of all occupied units and tenant income certifications as **Attachment 16**.
- (6) Provide the required description of how the Development will meet the HOME set-aside requirements as **Attachment 17**.
- (7) Provide the required description of how the cost of relocation will be covered as **Attachment 18**.

c. Uniform Relocation Act (URA) Acquisition Information (For All Development Categories):

- (1) Does the Applicant own the Development site?

No

If "Yes" - Provide a narrative regarding the acquisition as **Attachment 19** and skip questions (2) through (4) below.

If "No" - Answer question (2) below.

- (2) Is Applicant a private company?

Yes

If "Yes" - Provide a copy of the notice provided to the current owner/seller as **Attachment 20** and skip questions (3) and (4) below.

If "No" - Answer question (3) below.

(3) Is the Applicant a public (government) Applicant?

Choose an item.

If "Yes" - Answer question (4) below.

If "No" - Skip question (4) below.

(4) Does the Applicant have eminent domain power?

Choose an item.

If "Yes" - Provide a copy of the required notice as **Attachment 21**.

If "No" - Provide the required information as **Attachment 21**.

**12. Match Amount:**

To qualify for the funding preference described in Section Five B.1, list the amount of each source of Match and provide the required documentation as **Attachment 22**:

a.	Source(s)	Amount
	<u>Click here to enter text.</u>	\$ <u>Click here to enter text.</u>
	<u>Click here to enter text.</u>	\$ <u>Click here to enter text.</u>
	<u>Click here to enter text.</u>	\$ <u>Click here to enter text.</u>
	<u>Click here to enter text.</u>	\$ <u>Click here to enter text.</u>
	<u>Click here to enter text.</u>	\$ <u>Click here to enter text.</u>
b.	Total Match Amount:	\$ <u>Click here to enter text.</u>

\*\*\*\*\*

**B. Addenda**

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.

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- NOTES:
- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C., or Rule Chapter 67-21, if applicable, or this RFA. Any portion of the fee that has been deferred must be included in Total Development Cost. Select the appropriate Developer Fee limit from the drop down menu in cell Q184.
  - (2) If Housing Credit equity proceeds are being used as a source of financing, complete Columns 1 and 2. The various FHFC Program fees should be estimated and included in column 2 for at least the HOME Program, and include the Housing Credit Program along with the MMRB Program, if applicable.
  - (3) General Contractor's fee is limited to 14% of actual construction cost (for Application purposes, this is represented by A1.1. Column 3), rounded down to nearest dollar. The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
  - (4) For Application purposes, the maximum hard cost contingency allowed cannot exceed 5% of the amount provided in column 3 for A1.3. TOTAL ACTUAL CONSTRUCTION COSTS. The maximum soft cost contingency allowed cannot exceed 5% of the amount provided in column 3 for A2.1 TOTAL GENERAL DEVELOPMENT COST. Limitations on these contingency line items post-Application are provided in Rule Chapter 67-48, F.A.C.
  - (5) Operating Deficit Reserves (ODR) of any kind are not to be included in C. DEVELOPMENT COST and cannot be used in determining the maximum Developer fee. In addition, an ODR is not permitted in this Application at all. If one has been included, it will be removed by the scorer, reducing total costs. However, one may be included during the credit underwriting process where it will be sized. The final cost certification may include an ODR, but it cannot exceed the amount sized during credit underwriting.
  - (6) 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.

What was the Development Category of the Proposed Development: New Construction (w/ or w/o Acquisition)  
 Indicate the number of total units in the proposed Development: 50 Units

	1 HC ELIGIBLE COSTS	2 HC INELIGIBLE OR HOME ONLY COSTS	3 TOTAL COSTS
<b>DEVELOPMENT COSTS</b>			
<i>Actual Construction Costs</i>			
Accessory Buildings			
Demolition			
New Rental Units		3,560,912.28	<b>3,560,912.28</b>
<b>*Off-Site Work (explain in detail)</b>			
Recreational Amenities		100,000.00	<b>100,000.00</b>
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>\$ 3,660,912.28</b>	<b>\$ 3,660,912.28</b>
<b>A1.2. General Contractor Fee</b> <small>See Note (3)</small> (Max. 14% of A1.1., column 3)	<b>\$</b>	<b>\$ 510,000.00</b>	<b>\$ 510,000.00</b>
<b>A1.3. TOTAL ACTUAL CONSTRUCTION COSTS</b>	<b>\$</b>	<b>\$ 4,170,912.28</b>	<b>\$ 4,170,912.28</b>
<b>A1.4. HARD COST CONTINGENCY</b> <small>See Note (4)</small>	<b>\$</b>	<b>\$ 205,000.00</b>	<b>\$ 205,000.00</b>

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	<b>1 HC ELIGIBLE COSTS</b>	<b>2 HC INELIGIBLE OR HOME ONLY COSTS</b>	<b>3 TOTAL COSTS</b>
<i>General Development Costs</i>			
Accounting Fees		15,000.00	<b>15,000.00</b>
Appraisal		7,500.00	<b>7,500.00</b>
Architect's Fee - Site/Building Design		45,000.00	<b>45,000.00</b>
Architect's Fee - Supervision		7,500.00	<b>7,500.00</b>
Builder's Risk Insurance		35,000.00	<b>35,000.00</b>
Building Permit		15,000.00	<b>15,000.00</b>
Brokerage Fees - Land/Buildings		0.00	<b>0.00</b>
Capital Needs Assessment		0.00	<b>0.00</b>
Engineering Fees		15,000.00	<b>15,000.00</b>
Environmental Report		3,500.00	<b>3,500.00</b>
FHFC Administrative Fee <sup>See Note (2)</sup>			
FHFC Application Fee <sup>See Note (2)</sup>		3,000.00	<b>3,000.00</b>
FHFC Compliance Fee <sup>See Note (2)</sup>			
FHFC Credit Underwriting Fees <sup>See Note (2)</sup>		14,082.00	<b>14,082.00</b>
Green Building Certification/ HERS Inspection Costs		0.00	<b>0.00</b>
<b>*Impact Fees (list in detail)</b>		0.00	<b>0.00</b>
Inspection Fees		30,516.00	<b>30,516.00</b>
Insurance		21,500.00	<b>21,500.00</b>
Legal Fees		105,000.00	<b>105,000.00</b>
Market Study		5,000.00	<b>5,000.00</b>
Marketing/Advertising		50,000.00	<b>50,000.00</b>
Property Taxes		5,760.00	<b>5,760.00</b>
Relocation Costs		0.00	<b>0.00</b>
Soil Test Report		7,500.00	<b>7,500.00</b>
Survey		15,000.00	<b>15,000.00</b>
Title Insurance & Recording Fees		64,959.00	<b>64,959.00</b>
Utility Connection Fee		11,000.00	<b>11,000.00</b>
<b>*Other (explain in detail)</b>			
<b>A2.1. TOTAL GENERAL DEVELOPMENT COST</b>	<b>\$</b>	<b>\$ 476,817.00</b>	<b>\$ 476,817.00</b>
<b>A2.2. SOFT COST CONTINGENCY</b> <sup>See Note (4)</sup>	<b>\$</b>	<b>\$ 23,000.00</b>	<b>\$ 23,000.00</b>

<b>RFA 2019-109 DEVELOPMENT COST PRO FORMA</b>		<i>(Page 3 of 8)</i>		
	<b>1</b>	<b>2</b>	<b>3</b>	
	<b>HC ELIGIBLE</b>	<b>HC INELIGIBLE OR</b>	<b>TOTAL</b>	
	<b>COSTS</b>	<b>HOME ONLY COSTS</b>	<b>COSTS</b>	
<i>Financial Costs</i>				
Construction Loan Origination/ Commitment Fee(s)	_____	14,000.00	14,000.00	
Construction Loan Credit Enhancement Fee(s)	_____	_____	_____	
Construction Loan Interest	_____	52,705.00	52,705.00	
Non-Permanent Loan(s) Closing Costs	_____	2,800.00	2,800.00	
Permanent Loan Origination/ Commitment Fee(s)	██████████	14,000.00	14,000.00	
Permanent Loan Credit Enhancement Fee(s)	██████████	_____	_____	
Permanent Loan Closing Costs	██████████	6,500.00	6,500.00	
Bridge Loan Origination/ Commitment Fee(s)	_____	_____	_____	
Bridge Loan Interest	_____	_____	_____	
*Other (explain in detail)	_____	_____	_____	
<b>A3. TOTAL FINANCIAL COSTS</b>	<b>\$ _____</b>	<b>\$ 90,005.00</b>	<b>\$ 90,005.00</b>	
<i>ACQUISITION COST OF EXISTING DEVELOPMENT (excluding land)</i>				
Existing Building(s)	_____	_____	_____	
*Other (explain in detail)	_____	_____	_____	
<b>B. TOTAL ACQUISITION COSTS OF EXISTING DEVELOPMENT (excluding land)</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	
<b>C. DEVELOPMENT COST</b> (A1.3+A1.4+A2.1+A2.2+A3+B)	<b>\$ _____</b>	<b>\$ 4,965,734.28</b>	<b>\$ 4,965,734.28</b>	
<i>Developer Fee See Note (1)</i>				
Developer Fee on Acquisition Costs	_____	_____	_____	
Developer Fee on Non-Acquisition Costs	_____	776,000.00	776,000.00	
<b>D. TOTAL DEVELOPER FEE</b>	<b>\$ _____</b>	<b>\$ 776,000.00</b>	<b>\$ 776,000.00</b>	
<b>E. OPERATING DEFICIT RESERVES</b> See Note (5)	<b>\$ ██████████</b>	<b>\$ ██████████</b>	<b>\$ ██████████</b>	
<b>F. TOTAL LAND COST</b>	<b>██████████</b>	<b>\$ 670,000.00</b>	<b>\$ 670,000.00</b>	
<b>G. TOTAL DEVELOPMENT COST</b> See Note (6) (C+D+E+F)	<b>\$ _____</b>	<b>\$ 6,411,734.28</b>	<b>\$ 6,411,734.28</b>	

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**Detail/Explanation Sheet**

Totals must agree with Pro Forma. Provide component descriptions and amounts for each item that has been completed on the Pro Forma that requires a detailed list or explanation.

**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:

NOTES: 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.



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**CONSTRUCTION/REHAB ANALYSIS**

**AMOUNT**

**A. Total Development Costs** \$ 6,411,734.28

**B. Construction Funding Sources:**

1. MMRB Request Amount \$ \_\_\_\_\_

2. HOME Request Amount \$ 4,998,000.00

3. 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. \$ \_\_\_\_\_

4. HC Equity Bridge Loan \$ \_\_\_\_\_

5. First Mortgage Financing \$ 1,400,000.00

6. Second Mortgage Financing \$ \_\_\_\_\_

7. Third Mortgage Financing \$ \_\_\_\_\_

8. Grants \$ \_\_\_\_\_

9. Other: \_\_\_\_\_ \$ \_\_\_\_\_

10. Other: \_\_\_\_\_ \$ \_\_\_\_\_

11. Deferred Developer Fee \$ 776,000.00

**12. Total Construction Sources** \$ 7,174,000.00

**C. Construction Funding Surplus**

(B.12. Total Construction Sources, less A. Total Development Costs):

\$ 762,265.72 (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.**

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**PERMANENT ANALYSIS**

**AMOUNT**

**A. Total Development Costs** \$ 6,411,734.28

**B. Permanent Funding Sources:**

1. MMRB Request Amount \$ \_\_\_\_\_

2. HOME Request Amount \$ 4,998,000.00

3. HC Syndication/HC Equity Proceeds \$ \_\_\_\_\_

4. First Mortgage Financing \$ 1,400,000.00

5. Second Mortgage Financing \$ \_\_\_\_\_

6. Third Mortgage Financing \$ \_\_\_\_\_

7. Grants \$ \_\_\_\_\_

8. Other: \_\_\_\_\_ \$ \_\_\_\_\_

9. Other: \_\_\_\_\_ \$ \_\_\_\_\_

10. Deferred Developer Fee \$ 776,000.00

**11. Total Permanent Funding Sources** \$ 7,174,000.00

**C. Permanent Funding Surplus**

(B.11. Total Permanent Funding Sources,  
less A. Total Development Costs):

\$ 762,265.72 (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.**

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The intent of this page is to assist the Applicant in determining a TDC PU Limitation for the proposed Development and comparing it to the appropriate RFA's TDC PU Limitation. The accuracy of the comparison is dependent upon the accuracy of the inputs and Florida Housing takes no responsibility in any programming errors. FHFC will not use this page to score TDC PU Limitation criteria. If FHFC makes any adjustments to the Applicant's data or assumptions, FHFC's TDC PU for Limitation purposes of the proposed Development or the TDC PU Limitation determined by FHFC may be different than the amounts provided below. Please read the RFA for qualifying responses and definition of terms. This table is optional and its use is at the sole discretion of the Applicant. Applicant is responsible to verify and be in compliance with all aspects of the Application to meet RFA criteria.

**TDC PU LIMITATION ANALYSIS**

*Not in South Florida, New Construction, Garden, Wood.*

In which county is the proposed Development to be located? Franklin (Small County)

You have indicated above on row 32 that the Development Category of the Proposed Development is..... New Construction (w/ or w/o Acquisition)

What is the proposed Development's Development Type? Garden

Does the proposed Development qualify as Enhanced Structural Systems Construction (ESSC)? No

The TDC PU Base Limitation for the above defined Development is..... \$206,000

Does the proposed Development qualify for any of the following TDC PU Add-Ons or Multipliers? Choose all that apply.

- 1. (a) PHA is a Principal Add-On..... Yes
- (b) Requesting HOME funds from FHFC Add-On..... Yes
- (c) Requesting CDBG-DR funds from FHFC Add-On..... Yes
- 2. Tax-Exempt Bond Add-On..... No
- 3. (a) North Florida Keys Area Multiplier..... No
- (b) South Florida Keys Area Multiplier..... No
- 4. (a) Persons with Special Needs Multiplier..... Yes
- (b) Persons with a Disabling Condition Multiplier..... Yes
- (c) Homeless Demographic Multiplier..... Yes
- 5. Elderly ALF Multiplier..... Yes
- 6. (a) Less than 51 units Multiplier\*..... Yes
- (b) More than 50 units, but less than 81 units Multiplier\*..... Yes

*\*For 9% HC Permanent Supportive Housing RFAs only. The proposed Development must be new construction to qualify as well as not being located in Monroe County.*

The final overall TDC PU Limitation for the above defined Development is.. \$211,000.00

**Derivation of the TDC PU of the proposed Development for Limitation purposes:**

Total Development Costs (Line G., column 3) \$6,411,734.28

Less Land Costs (Line F., column 3) \$670,000.00

Less Operating Deficit Reserves (Line E., column 3) \$0.00

Less Demolition and Relocation Costs, if applicable \$0.00

TDC of the proposed Development for Limitation Purposes: \$5,741,734.28

TDC PU of the proposed Development for Limitation Purposes: \$114,834.69

Is the proposed Development's TDC PU for Limitation purposes equal to or less than the TDC PU Limitation provided in the RFA?..... Yes

**RFA 2019-109 DEVELOPMENT COST PRO FORMA**

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The intent of this page is to assist the Applicant in determining the overall Average Median Income for the proposed Development. This portion of the Development Cost Pro Forma is to assist the Applicant in understanding some of the variables involved when selecting Income Averaging as the minimum housing credit set-aside offered in the RFA. The data entered below will not be used to score the Application. The entries below will not be used to establish the Applicant's set-aside commitment for Application purposes. This is to be used as a tool to assist the Applicant in selecting appropriate set-aside commitments in the Application. The accuracy of the table is dependent upon the accuracy of the inputs and Florida Housing takes no responsibility in any programing errors. This table is optional and its use is at the sole discretion of the Applicant. Applicant is responsible to verify and be in compliance with all aspects of the Application to meet RFA criteria.

**THIS SECTION IS ONLY RELEVANT TO TAX-EXEMPT MMRB  
TRANSACTIONS IN BAY COUNTY**

**INCOME AVERAGING WORKSHEET**

	AMI Set-Aside	# of Units	% of Units
	20%		0.00%
(ELI Designation)	30%		0.00%
	40%		0.00%
	50%		0.00%
	60%		0.00%
	70%		0.00%
	80%		0.00%
Total Qualifying Housing Credit Units		0	0.00%
Market Rate Units			0.00%
Total Units		0	0.00%
Average AMI of the Qualifying Housing Credit Units		0.00%	

(This should match the HC Set-Aside Commitment in the Application)

**Principal Disclosures for Applicant**

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FHFC Advance Review 3.15.19

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Liability Company

Provide the name of the Applicant Limited Liability Company:

MHP Jordan Bayou, LLC

**First Principal Disclosure Level:**

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

First Level Entity #	Select Type of Principal of Applicant	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified
1.	Manager	McDowell Housing Partners, LLC	Limited Liability Company
2.	Manager	CS Jordan Bayou, LLC	Limited Liability Company
3.	Non-Investor Member	McDowell Housing Partners, LLC	Limited Liability Company
4.	Non-Investor Member	CS Jordan Bayou, LLC	Limited Liability Company

**Second Principal Disclosure Level:**

MHP Jordan Bayou, LLC

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant](#)

Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being identified

Select the type of Principal being associated with the corresponding First Level Principal Entity

Select organizational structure of Second Level Principal identified

Second Level Entity #	Select the type of Principal being associated with the corresponding First Level Principal Entity	Enter Name of Second Level Principal	Select organizational structure of Second Level Principal identified
1. (McDowell Housing Partners, LLC)	1.A. Manager	W. Patrick McDowell 2001 Trust	Trust
1. (McDowell Housing Partners, LLC)	1.B. Manager	Archipelago Real Estate, LLC	Limited Liability Company
1. (McDowell Housing Partners, LLC)	1.C. Member	W. Patrick McDowell 2001 Trust	Trust
1. (McDowell Housing Partners, LLC)	1.D. Member	Archipelago Real Estate, LLC	Limited Liability Company
2. (CS Jordan Bayou, LLC)	2.A. Manager	Shear, Christopher L.	Natural Person
2. (CS Jordan Bayou, LLC)	2.B. Member	Shear, Christopher L.	Natural Person

**Third Principal Disclosure Level:**

MHP Jordan Bayou, LLC

[Click here for Assistance with Completing the Entries for the Third Level Principal Disclosure for the Applicant](#)

Select the corresponding Second Level Principal Entity # from above for which the Third Level Principal is being identified

Select the type of Principal being associated with the corresponding Second Level Principal Entity

Enter Name of Third Level Principal who must be a Natural Person

The organizational structure of Third Level Principal identified Must Be a Natural Person

Second Level Entity #	Select the type of Principal being associated with the corresponding Second Level Principal Entity	Enter Name of Third Level Principal who must be a Natural Person	The organizational structure of Third Level Principal identified Must Be a Natural Person
1.A. (W. Patrick McDowell 2001 Trust)	Trustee	McDowell, William P.	Natural Person
1.A. (W. Patrick McDowell 2001 Trust)	Beneficiary	McDowell, William P.	Natural Person
1.B. (Archipelago Real Estate, LLC)	Manager	Lee, Kenneth P.	Natural Person
1.B. (Archipelago Real Estate, LLC)	Manager	Ang, Izo Ai	Natural Person
1.B. (Archipelago Real Estate, LLC)	Member	Lee, Kenneth P.	Natural Person
1.B. (Archipelago Real Estate, LLC)	Member	Ang, Izo Ai	Natural Person

**Principal Disclosures for the three Developers**

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How many Developers are part of this Application structure? (Please complete the Principal Disclosures for each of the three Co-Developers below.)

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Select the organizational structure for the first Co-Developer entity:

The first Co-Developer is a: Limited Liability Company

Provide the name of the Developer Limited Liability Company:

Jordan Bayou Developer, LLC

**First Principal Disclosure Level:**

Jordan Bayou Developer, LLC

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for a Developer](#)

First Level Entity #	Select Type of Principal of Developer	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified
1.	Manager	McDowell Housing Partners, LLC	Limited Liability Company
2.	Sole Member	McDowell Housing Partners, LLC	Limited Liability Company

**Second Principal Disclosure Level:**

Jordan Bayou Developer, LLC

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for a Developer](#)

Select the corresponding First

Level Principal Entity # from

above for which the Second

Level Principal is being

identified

Select the type of Principal

being associated with the

corresponding First Level

Principal Entity

Select organizational structure

of Second Level Principal

identified

Second Level Entity #	Principal Entity	Enter Name of Second Level Principal	Select organizational structure of Second Level Principal identified
1. (McDowell Housing Partners, LLC)	1.A. Manager	W. Patrick McDowell 2001 Trust	Trust
1. (McDowell Housing Partners, LLC)	1.B. Manager	Archipelago Reef Estate, LLC	Limited Liability Company
1. (McDowell Housing Partners, LLC)	1.C. Member	W. Patrick McDowell 2001 Trust	Trust
1. (McDowell Housing Partners, LLC)	1.D. Member	Archipelago Reef Estate, LLC	Limited Liability Company

**Principal Disclosures for the three Developers**

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Select the organizational structure for the second Co-Developer entity:

The second Co-Developer is a: Limited Liability Company

Provide the name of the Developer Limited Liability Company:

Shear Development Company, LLC

**First Principal Disclosure Level:**

Shear Development Company, LLC

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for a Developer](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Developer</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>
1.	Manager	Shear, Christopher L.	Natural Person
2.	Manager	Shear, Ashley F.	Natural Person
3.	Member	Shear, Christopher L.	Natural Person
4.	Member	Shear, Ashley F.	Natural Person

**Principal Disclosures for the three Developers**

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Select the organizational structure for the third Co-Developer entity:

The third Co-Developer is a: Limited Liability Company

Provide the name of the Developer Limited Liability Company:

Heart and Development Group, LLC

**First Principal Disclosure Level:**

Heartland Development Group, LLC

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for a Developer](#)

<u>First Level Entity #</u>	<u>Select Type of Principal of Developer</u>	<u>Enter Name of First Level Principal</u>	<u>Select organizational structure of First Level Principal identified</u>
1.	Manager	Wohl, Martin M.	Natural Person
2.	Member	Wohl, Martin M.	Natural Person